



USAID | WEST BANK/GAZA

FROM THE AMERICAN PEOPLE

Issue Date: July 19, 2021

Deadline for Receipt of Comments: August 2, 2021

Subject: Statement of Intent regarding the attached **DRAFT** Notice Of Funding Opportunity (NOFO) Annual Program Statement (APS) Number 72029421APS00001

Activity Title: People-to-People Partnership for Peace Fund Grants Activity

Ladies/Gentlemen:

The United States Agency for International Development (USAID) intends to issue an Annual Program Statement (APS) to implement the USAID/West Bank and Gaza People-to-People Partnership for Peace Fund Grants Activity. We plan to formally issue the APS on/about September 1, 2021.

We request your comments and feedback on the attached DRAFT APS. Please review and share your thoughts and comments with us at ssakran@usaid.gov. Our plan is to review all input and revise the APS as appropriate for posting in final form. Such comments and feedback will be considered received if the Subject line begins with **“APS 72029421APS00001 Comments.”**

We do not anticipate answering queries at this phase of the design; a question and answer phase may occur after the final APS is posted, based on the instructions in that document.

Sincerely,

/s/

Dana Rose
Agreement Officer
USAID/West Bank and Gaza



USAID | WEST BANK/GAZA

Issuance Date: o/a September 1, 2021
Deadline for Receipt of Questions: TBD
Closing Date: TBD

Subject: **DRAFT** Notice Of Funding Opportunity (NOFO) Annual Program Statement (APS) Number 72029421APS00001

Activity Title: People-to-People Partnership for Peace Fund Grants Activity

Ladies/Gentlemen:

The United States Agency for International Development (USAID) intends to issue an APS to implement the USAID/West Bank and Gaza People-to-People Partnership for Peace Fund Activity.

USAID intends to make an award to the applicant(s) who best meet the objectives of this funding opportunity based on the merit review criteria described in this APS and subject to a risk assessment. Eligible parties interested in submitting an application are encouraged to read this APS thoroughly to understand the program sought application submission requirements and selection process. **While multiple awards are anticipated as a result of this APS, USAID reserves the right to fund any or none of the applications submitted.**

To be eligible for award, the applicant must provide all information as required in this APS and meet eligibility standards in Section C of this APS. This funding opportunity is posted on www.grants.gov, and may be amended. It is the responsibility of the applicant to regularly check the website to ensure they have the latest information pertaining to this notice of funding opportunity and to ensure that the APS has been received from the internet in its entirety. USAID bears no responsibility for data errors resulting from transmission or conversion process. If you have difficulty registering on www.grants.gov or accessing the APS, please contact the Grants.gov Helpdesk at 1-800-518-4726 or via e-mail at support@grants.gov for technical assistance.

USAID may not award to an applicant unless the applicant has complied with all applicable unique entity identifier and System for Award Management (SAM) requirements detailed in Section D. The registration process may take many weeks to complete. Therefore, applicants are encouraged to begin registration early in the process.

Please send any questions to the point(s) of contact identified in Section D. The deadline for questions is shown above. Responses to questions received prior to the deadline will be furnished to all potential applicants through an amendment to this notice posted to www.grants.gov. Issuance of



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this notice of funding opportunity does not constitute an award commitment on the part of the Government nor does it commit the Government to pay for any costs incurred in preparation or submission of comments/suggestions or an application. Applications are submitted at the risk of the applicant. All preparation and submission costs are at the applicant's expense.

Thank you for your interest in USAID programs.

Sincerely,

/s/

Agreement Officer
USAID/West Bank and Gaza

DRAFT

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SECTION A: PROGRAM DESCRIPTION

This funding opportunity is authorized under the Foreign Assistance Act (FAA) of 1961, as amended.

I. Background:

On Dec 27th, 2020, enactment of the Nita M. Lowey Middle East Partnership for Peace Act of 2020 authorized \$250 million of funding over the following five years for its implementation. The Legislation sets forth two tracks: (1) the People-to-People Partnership for Peace Fund, implemented by USAID, to provide funding to qualified organizations that help build the foundation for peaceful co-existence between Israelis and Palestinians and for a sustainable two-state solution; and (2) the Joint Investment for Peace Initiative, implemented by the U.S. International Development Finance Corporation (DFC), which will provide investments in, and support to, entities that carry out projects that contribute to the development of the Palestinian private sector economy in the West Bank and Gaza.

This APS is USAID's first solicitation issued under the parameters of USAID's People-to-People Partnership for Peace Fund and targets the full range of beneficiaries impacted by the ongoing Israeli-Palestinian conflict. Activities will ultimately encourage broad popular support among the people on the ground, which will support diplomatic and political negotiations between the representatives of the parties to the Israeli-Palestinian conflict, as pursued by the United States and its international partners, with an eye toward a sustainable agreement for lasting peace.

II. Goal:

The legislative framework for the Partnership for Peace Fund envisions a transformative approach to peacebuilding between Israelis and Palestinians in order to build broad-based, grassroots, and popular support for peaceful co-existence and a sustainable two-state solution.

III. Objectives:

- Greater understanding, mutual trust, and cooperation between communities, through grassroots efforts aimed at fostering tolerance and strengthening engagement between Palestinians and Israelis

- Support peacebuilding and stabilization through increased economic ties (between Palestinians and Israelis), by empowering entrepreneurs, growing the middle class, and mitigating unemployment

- Shared community building, peaceful co-existence, dialogue, and reconciliation across borders between Israelis and Palestinians, and between Arab and Jewish Israelis.

IV. APS Precepts:

- People to People: this APS is considering the people to people concept more broadly than the definition used historically by USAID's WBG/Conflict Management and Mitigation (CMM) program. This APS seeks to ensure that "People to People" initiatives take advantage of the many creative opportunities that exist for meaningful exchange and impact.
- USAID/WBG is committed to ensuring that programs address relevant development needs and areas for cooperation, and are coordinated with the development and policy priorities of larger USG efforts.
- This APS targets a minimum overall resource amount, acknowledging that our planning encompasses potential contributions from other donor sources.
- This APS maintains flexibility to pivot to "calls" for specific concepts targeting priority sectors and/or geographic areas, depending on the guidance of the future Partnership for Peace Fund Advisory Board, emerging policy opportunities, and USG priorities.

V. Approach:

In developing approaches to program activities, USAID strongly encourages applicants to consider the following cross-cutting practices.

i. Gender Equality and Female Empowerment

Successful programs recognize that by examining the relationship between conflict, power, and gender, they can obtain greater insight into sources of tension and opportunities for peacebuilding that otherwise might be missed. They also recognize that gender inequalities and power imbalances can be key factors driving chronic poverty, food insecurity, poor health, violence against women, and violent conflict itself. Moreover, programs that facilitate women participation in decision making and promote their roles in prevention of conflict, can help lead to more effective and responsive investments to the different needs and priorities of women and men.

USAID Gender Equality and Women's Empowerment 2020 Policy and consistent with the WEEE Act (Public Law 115-428), USAID requires that gender issues and women's challenges be addressed as appropriate in all USAID-funded activities. Gender and social analysis and integration should be implemented as a cross-cutting theme within the design, implementation, and in monitoring, evaluation, and learning of all interventions of this activity.

ii. Build Linkages

Activities under this APS cannot occur in a vacuum and must be accompanied by efforts to address conditions for peace at other levels (structural, political, economic). Community leaders are best positioned to provide the linkage between the grassroots and the policy or political level. While people-to-people programs focus at the level of the individual, horizontal linkages between P2P programs operating in the same sector or across sectors can strengthen these organizations to engage in peacebuilding activities at the community level, in addition to their work at the level of the individual. Applications should integrate community and policy level work with grassroots interventions.

VI. Illustrative Focus Areas:

Activities under this solicitation should advance new, creative, and/or proven techniques for achieving the APS goal of building, expanding, and transforming popular support for peaceful coexistence between Israelis and Palestinians. Activities should target a diversity of sectors, including those that complement the DFC's Joint Investment for Peace Initiative. Activities should also build the capacity of partners to ensure greatest reach, diversity, and potential for scalability and sustainability.

- Cooperation on positive youth development through educational opportunities that bring together Palestinian and Israeli youth to develop competencies for the 21st century
- Cooperation on health and public health issues, including providing opportunities for Palestinian non-governmental health providers to improve the delivery of quality health services
- Cooperation on building institutional capacities for contingency planning and preparedness, risk mitigation and crisis management (e.g., earthquake preparedness)
- Cooperation on economic stabilization through the cultivation of a highly skilled competitive workforce that can partner with technology actors and integrate into regional and global business networks
- Cooperation on augmenting the production of electricity from renewable sources in the West Bank and Gaza
- Cooperation on boosting tourism in the region post COVID-19 crisis
- Cooperation to improve agricultural water productivity and climate resilience in the West Bank and Gaza by modernizing irrigation schemes and use of treated wastewater in farming

- Cooperation on protecting the environment and public health from contaminants associated with solid waste through solid waste management techniques, including recycling the waste
- Cooperation in better understanding of the groundwater status and climate change impacts
- Cooperation to address gender-based violence
- Cooperation in increasing the role of women's participation in the peace and political processes

END OF SECTION A

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SECTION B: FEDERAL AWARD INFORMATION

1. Estimate of Funds Available and Number of Awards Contemplated

Subject to funding availability, USAID intends to provide at least US \$10,000,000 in total USAID funding.

USAID intends to award multiple awards pursuant to this notice of funding opportunity. It is expected that grants provided through this APS will range up to \$5,000,000.

USAID reserves the right to award grants in excess of this limit. USAID reserves the right to fund any one or none of the applications submitted.

2. Start Date and Period of Performance for Federal Awards

The period of performance for the grants is expected to range from several months to three years. The estimated start date will be upon the signature of the awards, beginning on or about December 2021.

3. Accountability

The Recipient will be fully responsible for all funds disbursed to it under the award. USAID West Bank and Gaza (USAID/WBG) Recipients and significant sub-recipients are subject to the audit requirements as mandated under the annual appropriation law and in accordance with the regulations. In addition, all awards for U.S. and non-U.S. recipients will be subject to annual financial audits (see section F.6.10). U.S. sub-recipients will also be subject to annual financial audits should the sub-recipients incur expenditures of federal funds totaling \$750,000 or more during its fiscal year. Non-U.S. sub-recipients will be subject to annual financial audits should the sub-recipients incur expenditures of federal funds totaling \$750,000 or more during its fiscal year. USAID/WBG has the discretion to audit sub-recipients at a lower threshold if deemed necessary.

The Recipient must comply with all applicable U.S. laws and regulations. Failure to comply with applicable U.S. law and regulations may result in unallowed costs and/or termination of award

4. Expected Implementing Mechanism

Awards resulting from this APS may take the form of a grant, a fixed amount award or a cooperative agreement. Please see Section VI for more information on each type of potential assistance mechanism. An acquisition mechanism will not be awarded under this APS.

5. Title to Property

Property title under the resultant grant will vest with the Recipient.

6. Authorized Geographic Code

The authorized geographic code for this activity is “937”. “937” is defined as the United States, the Cooperative Country (West Bank and Gaza, Israel), and developing countries other than advanced developing countries, and excluding prohibited sources.

7. Nature of the Relationship between USAID and the Recipient

The principal purpose of the relationship with the Recipient and under the subject program is to transfer funds to accomplish a public purpose of support or stimulation of the **USAID/West Bank People-to-People Partnership for Peace Fund Grants Activity** which is authorized by Federal statute. The successful Recipient will be responsible for ensuring the achievement of the program objectives and the efficient and effective administration of the award through the application of sound management practices. The Recipient will assume responsibility for administering Federal funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the Federal award.

END OF SECTION B

SECTION C: ELIGIBILITY INFORMATION

1. Eligible Applicants

Qualified U.S. or non-U.S. organizations, non-profit, or for-profit entities may apply for funding under this APS.

New Partners

USAID encourages applications from new partners. Resultant awards to these organizations oblige USAID to undertake necessary pre-award reviews of these organizations to determine their “responsibility” in regards to fiduciary and other oversight responsibilities of the grant/cooperative agreement. In order for an award to be made, a USAID Agreement Officer must evaluate the risks in making the award; a positive risk assessment means that the applicant possesses or has the ability to obtain the necessary management competence to plan and carry out the assistance program to be funded, and that the applicant will practice mutually agreed upon methods of accountability for funds and other assets provided by USAID, as discussed in [ADS 303.3.9](#) (see below).

Prior to making an award under this competition, USAID may perform a pre-award survey for organizations that are new to working with USAID or for organizations with outstanding audit findings. Accounting systems, audit issues and management capability questions may be reviewed as part of this process. If notified by USAID that a pre-award survey is necessary, applicants must prepare in advance the required information and documents. A pre-award survey does not commit USAID to make an award to any organization.

2. Cost Share

USAID has established that Cost Sharing is not required. For guidance on cost sharing in grants and cooperative agreements see 2 CFR 200.306.

3. Risk Assessments

For an award to be made, the USAID Agreement Officer must evaluate the risks posed by applicants as outlined in 2 CFR 200.205 and ADS 303.3.9. This means that the Applicant must possess, or must have the ability to obtain, the necessary management and technical competence to conduct the proposed activity and must agree to practice mutually agreed-upon methods of accountability for funds and other assets provided or funded by USAID.

In evaluating the risks posed by Applicants, USAID uses a risk-based approach and may consider:

- i. Financial stability;

- ii. Quality of management systems and ability to meet the management standards prescribed in this part;
- iii. History of performance. The Applicant's record in managing Federal awards, if it is a prior Recipient of Federal awards, including timeliness of compliance with applicable reporting requirements, conformance to the terms and conditions of previous Federal awards, and if applicable, the extent to which any previously awarded amounts will be expended prior to future awards;
- iv. Reports and findings from audits performed under Subpart F—Audit Requirements of this part or the reports and findings of any other available audits;
- v. The Applicant's ability to effectively implement statutory, regulatory, or other requirements imposed on non-Federal entities; and
- vi. That the Applicant is otherwise qualified to receive an award under applicable laws and regulations (e.g., Nondiscrimination, Lobbying, Debarment/Suspension, Terrorist Financing, etc.).

In the absence of a positive risk assessment, an award ordinarily cannot be made. Awards to potential new Recipients may be significantly delayed if USAID must undertake necessary pre- award reviews of these organizations to make an adequate risk assessment. These organizations should take this into account and plan their implementation dates and activities accordingly.

4. Number of Applications

There is no limit to the number of applications any one entity may submit.

END OF SECTION C

SECTION D: APPLICATION AND SUBMISSION INFORMATION

1. Agency Point of Contact

Name: TBD
Title: TBD
E-mail: TBD

2. Questions and Answers

Questions regarding this APS should be submitted in writing to TBD at the e-mail address above no later than the date and time indicated on the cover letter, as amended. Such questions will be considered received if the Subject line begins with **“APS 72029421APS00001 Questions.”** Any information given to a prospective applicant concerning this APS will be furnished promptly to all other prospective applicants as an amendment to this APS, if that information is necessary in submitting applications or if the lack of it would be prejudicial to any other prospective applicant.

3. Concept Paper and Application Process

Applicants are expected to review, understand, and comply with all aspects of this APS.

a. OVERALL APPLICATION PROCESS:

Under this APS, the application process includes two Merit Review phases, followed by the development of a final Program Description by the Apparently Successful Applicant.

Phase 1: Concept Paper Submission - All concept papers received will be evaluated by a USAID Merit Review Committee (MRC) for responsiveness to the merit review/evaluation criteria outlined in Section E.

Phase 2: Co-Creation Phase - After the concept papers are evaluated, successful applicants may be invited to continue the co-creation and collaboration process to identify and develop the activities that will help achieve the results desired under this APS; identify and incorporate additional partners; and determine respective roles and responsibilities related to the implementation of those activities.

Phase 3: Apparently Successful Applicants /Program Description Development and Award

The apparently successful applicants will be requested to submit a full application and finalize the Program Description – with inputs from USAID/West Bank and Gaza. – and submit a full budget application to inform the resulting Cooperative Agreement. No funding will be made available prior to the award of the Cooperative Agreement. Applicants, including the organization selected to develop the Program Description, are responsible for all costs incurred prior to the award of the Cooperative Agreement, including travel and all other costs related to the oral presentation phase.

Costs incurred in the application phase will not be reimbursed unless explicit written authorization is provided by the Agreement Officer.

PHASE 1: CONCEPT PAPER SUBMISSION

Interested Applicants are invited to submit a Concept Paper based on Section A of this APS. Concept Papers should be prepared and submitted according to the specific instructions in this APS. Applicants should not submit any alternative document or narrative as a substitute for a Concept Paper. Application materials in any other format than that described in Section D.4 and D.5 will not be accepted or reviewed. All Concept Papers must be in English and submitted electronically according to the instructions in this APS. Concept Papers must be submitted to the names indicated in Section D.1. Concept Papers sent by any other means (including on www.grants.gov) will not be considered.

A Concept Paper is a short, seven (7) page document (including cover letter) where the applicant provides an overview of its idea.

CONCEPT PAPER REVIEW

Concept Papers will be evaluated according to the criteria and considerations set forth in Section E. The purpose of the technical review is to determine whether USAID wishes to invite the Applicant to submit a Full Application.

USAID/West Bank and Gaza anticipates two (2) possible results from the Concept Paper merit review process:

A. Conditional Acceptance - Invited for Co-Creation: Concept Paper generally meets Round objectives and receives a PASS when evaluated against the Round merit review criteria. Additional clarity is needed. USAID invites the Applicant to engage in co-creation or to submit a full application if co-creation is determined to not be necessary.

--OR--

B. Rejection: Concept Paper does not meet Round objectives and receives a FAIL when evaluated against the APS merit review criteria. Not every organization that submits a concept paper will automatically be selected to participate in co-creation.

NOTE: A decision to engage in more in-depth and/or specific co-creation discussions is not a commitment to funding, nor is it a commitment that USAID will request a Full Application. If an Applicant is invited to engage in co-creation and further discussions, additional guidance with respect to expectations during the co-creation process will be provided to the Applicant. There is no guarantee that participation in the co-creation phase will lead to an award from USAID.

PHASE 2: CO-CREATION

Applicants that have successful Concept Papers may be invited for co-creation. The co-creation process with USAID only builds on a Concept Paper that has strength and potential; it is not intended to develop new concepts from the ground up. During this phase, applicants will work with USAID technical teams to address issues.

After concept papers have been submitted, USAID personnel can have highly specific, detailed activity design discussions with the Applicants throughout the remainder of the process, e.g., up to and through any award that might be issued under this APS.

The goals of a co-creation workshop would likely be to explore and validate key challenges and problems, and then jointly develop promising solutions or adapt and expand upon existing solutions. Ideas described within the Concept Papers may be discussed and further developed in the workshop, but workshop thinking, and possible eventual full applications, will not be limited to these ideas. The workshop is also intended to help identify potential consortia and partnerships to support these new or existing solutions and activities.

NOTE: None of USAID's communication during the co-creation process under this APS should be interpreted as a commitment to making an award of USAID funding. Regardless of the co-creation approach, USAID envisages a product of the co-creation process to be a strong draft project description from each selected Applicant/Consortium for the full application phase, as well as quantitative and/or qualitative indicators or performance milestones.

Note on additional partners/resources: Until full applications are submitted, both the Applicant and USAID may identify and include potential additional technical partners and/or potential resource partners. All additional sub-partners may be included as part of a subsequent full application if there is an agreement to do so between the potential sub-partner, the original Concept Paper Applicant, and USAID, but this is not guaranteed.

If an applicant does not succeed at the co-creation phase, the process ends for that applicant. USAID reserves the right to remove any co-creation participant from award consideration should the parties fail to reach agreement on activity concept, design, award terms, conditions, or cost/price within a reasonable time, the participant fails to provide requested additional information in a timely manner, or the U.S. Government believes it is in its best interest.

Concept papers that are submitted late or are incomplete may not be considered under Phase 2 and Phase 3.

Additional information in the concept paper not requested under this APS may be removed and may adversely affect an applicant's evaluation/review. USAID also reserves the right to not conduct a co-creation phase and request full applications from successful applicants at the concept paper stage.

PHASE 3: APPARENTLY SUCCESSFUL APPLICANTS/ PROGRAM DESCRIPTION DEVELOPMENT AND AWARD

After the co-creation phase, if the Merit Review Committee decides a full application(s) is warranted, full application instructions and criteria will be provided to the selected applicant(s) or groups of applicants that are proposing to work together. USAID/West Bank and Gaza will provide complete instructions for submission of a full application. The full application will detail and expand upon the concept(s) developed through co-creation. The full application also requires the applicant to complete specific USG forms and to provide additional information that USAID will need to move forward with an appropriate implementing instrument. USAID will continue to have robust communication with applicants, potential partners, and other key stakeholders regarding the technical substance of the evolving approach, as well as the identity and roles of proposed or additional partners.

During this stage, the Apparently Successful Applicant(s) and USAID can further design the technical approach, and clarify general resource requirements, additional partner involvement, and management control of the project under the guidance of the Agreement Officer. The Apparently Successful Applicant(s) may also be asked to provide additional information about its technical approach, capacity, management and organization, proposed cost and budget application, responsibility, and representations and certifications in line with sub-section 6 below **‘Potential Request for Additional Documentation.’**

The Agreement Officer will engage in final review, negotiation, and determinations of award responsibility, and cost reasonableness, and will draft an assistance mechanism, to be reviewed by the Apparently Successful Applicant. Information regarding possible award provisions will be offered to the applicant, as well as the final award provisions when the award is drafted. USAID reserves the right to accept applications in their entirety or to select only portions of the application to award.

USAID reserves the right to make no award under this APS.

If requested to submit a full application, the applicant(s) (unless the applicant is an individual or Federal awarding agency that is excepted from those requirements under 2 CFR 25.110(b) or (c), or has an exception approved by the Federal awarding agency under 2 CFR 25.110(d)), is required to:

- 1) Be registered in SAM (System for Award Management) before submitting its application;
- 2) Provide a valid DUNS (Data Universal Numbering System) number in its application; and
- 3) Continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency.

USAID will not make a Federal award to an applicant until the applicant has complied with all applicable DUNS and SAM requirements and, if an applicant has not fully complied with the requirements by the time USAID is ready to make an award, USAID may determine that the applicant is

not qualified to receive a Federal award and use that determination as a basis for making a Federal award to another applicant.

4. Application Submission Procedures

Applications in response to this APS must be submitted no later than the closing date and time indicated on the cover letter, as amended. Late applications may be considered at the discretion of the Agreement Officer.

Applicants should retain for their records one (1) copy of the application and all enclosures which accompany it.

Concept Papers must be written in English and submitted electronically via e-mail in Word 2000 or Word 2003 text accessible or Adobe PDF. The concept paper must be written in Times New Roman 12-point font, on standard 8.5" x 11" paper, and be single spaced with no less than one-inch margins and consecutively numbered pages. The concept paper must not exceed seven (7) pages, including the Cover Page. **Applications more than seven (7) pages in total will not be evaluated.** Figures, graphics, and tables may have less than Times New Roman 12-point font. **Any additional reference material pages will be removed prior to evaluation.**

Applications must be submitted with the name of the Applicant and the APS number (referenced above) in the subject line of the email submission, to the following mailbox ONLY: TBD. Your organization must ensure that the applications are received at USAID/West Bank and Gaza in their entirety. No additions or modifications to submitted applications will be accepted after the initial closing date of submission.

Even if Applicants upload applications to <http://www.grants.gov> USAID/WBG still requires that all applications be submitted electronically (emailed).

In addition to the aforementioned guidelines, Applicants are requested to take note of the following:

- a. After you have sent your applications electronically, please immediately check your own email to confirm that the attachments you intended to send were indeed sent. If you discover an error in your transmission, please send the material again and note in the subject line of the email or indicate in the file name if submitted via grants.gov that it is a "corrected" submission. Please do not send the same email more than once unless there has been a change, and if so, please note that it is a "corrected" email.
- b. Applicants must consolidate the various parts of the application into a single document or file before sending them.
- c. Applicants must request a receipt confirmation to ensure that the application was received to the correct e-mail address.

Applicants are reminded that e-mail is NOT instantaneous, and in some cases delays of several hours occur from transmission to receipt. Therefore, applicants are requested to send the application in

sufficient time ahead of the deadline. For this APS, the initial point of entry to the government infrastructure is the USAID mail server.

5. Concept Paper Application Format (Limited to Seven (7) Pages Total)

The technical application should be specific, complete, and presented concisely. The application must demonstrate the applicant's capabilities and expertise with respect to achieving the goals of this program. The application should take into account the requirements of the program and merit review criteria found in this APS.

I. Cover Page – (Limited to one (1) page)

- i. Name of the organization(s) submitting the application;
- ii. Identification and signature of the primary contact person (by name, title, organization, mailing address, telephone number and e-mail address) and the identification of the alternate contact person (by name, title, organization, mailing address, telephone number and e-mail address);
- iii. Notice of Funding Opportunity number
- iv. Period of Performance;
- v. Total Program Amount (in USD)
- vi. Total amount of funding requested from USAID and total amount leveraged (if applicable), including from what source(s) in the form of a notional budget;
- vii. Type of organization (e.g., US, non-US, multilateral, private, for-profit, nonprofit, etc.)
- viii. Program name
- ix. Name of any proposed sub-recipients or partnerships (identify if any of the organizations are local organizations, per USAID's definition of 'local entity' under ADS 303.
- x. Brief description of proposed program

II. Technical Section

The Applicant in the technical approach narrative should present an overall strategic approach, with proposed activity components, and specific interventions, that will effectively and efficiently contribute to achieving the activity goal and anticipated results.

i. Concept Introduction:

Identify the problem your organization will address, identify the sources of conflict, impediments to reconciliation, windows of opportunity and potential triggers as they relate to the proposed activities. Incorporate gender and key stakeholder considerations as well.

ii. P2P Approach and Implementation Plan:

Building on the introduction, propose a P2P approach for how this intervention will produce the desired impact in the focus area(s) identified. Briefly describe critical barrier(s) or

problem(s) related to the focus area(s) that your organization's concept addresses. Be sure to include information describing why the approach is creative or innovative, how it is potentially scalable, and evidence to support it as a tested solution or as an intervention likely to have a significant impact, and how it will be sustained.

iii. Intervention Results:

As specifically as possible, describe the anticipated outputs, outcomes, results and/or impact of the proposed intervention. What are the key, quantifiable metrics related to your organization's project's performance or expected performance? What is the scale needed to achieve results sufficient to address the identified problem? What programs are already providing such or (similar) interventions.

iv. Risks/Assumptions:

Clearly state any assumptions regarding the conditions, behaviors, or critical events outside the control of the program that must hold true for results to be achieved, as well as risks in the program context that could have negative consequences on the achievement of results, which may include those that may result by bringing together conflicting parties. Provide sufficient explanation of risk mitigation measures, including appropriate safeguards to avoid intensifying the conflict or creating harmful situations for participants.

v. Beneficiaries:

Describe the types of benefits the intervention will produce and the types and range of people who will benefit from this intervention.

III. Institutional Capability

The applicant must provide information regarding its recent history of performance for all its cost-reimbursement contracts, grants, or cooperative agreements involving similar or related programs, not to exceed 3 programs as follows:

- Name of the Awarding Organization;
- Award Number;
- Activity Title;
- A brief description of the activity (1-2 sentences);
- Period of Performance;
- Award Amount;
- Name of at least two (2) updated professional contacts who most directly observed the work at the organization for which the service was performed with complete current contact information including telephone number, and e-mail address for each proposed individual.

If the applicant encountered problems on any of the referenced Awards, it may provide a short explanation and the corrective action taken. The applicant should not provide general information on its performance. USAID reserves the right to obtain relevant information concerning an applicant's history of performance from any sources and may consider such information in its review of the applicant's risk.

Briefly describe organizational capacity – technical, managerial, financial, etc. to carry out the proposed intervention, including the business model for your organization's intervention, prior work in this sector, your organization's credibility within targeted communities, and a demonstrable commitment to coordinating your organization's efforts within the context. Please note the extent to which the proposed program is supported by local organizations.

6. Potential Request for Additional Documentation

Upon consideration for award or during the negotiations leading to an award, the successful Applicant may be required to submit additional documentation deemed necessary for the Agreement Officer to make an affirmative determination of responsibility.

IMPORTANT NOTE

Applicants should **not** submit the information below with their applications! The information in this section is provided so that Applicants may become familiar with additional documentation that may be requested by the Agreement Officer in Phase 3:

- (1) "Certifications, Assurances, Representations, and Other Statements of the Recipient" ADS 303mav document found at <http://www.usaid.gov/sites/default/files/documents/1868/303mav.pdf>
- (2) Assurances for Non-Construction Programs (SF-424B)
- (3) Certificate of Compliance: Please submit a copy of your Certificate of Compliance if your organization's systems have been certified by USAID/Washington's Office of Acquisition and Assistance (M/OAA).

Business (Cost) Application Format –

The Business (Cost) Application must be submitted separately from the Technical Application. While no page limit exists for the full cost application, applicants are encouraged to be as concise as possible while still providing the necessary details. The business (cost) application must illustrate the entire period of performance, using the budget format shown in the SF-424A.

Prior to award, applicants may be required to submit additional documentation deemed necessary for the Agreement Officer to assess the applicant's risk in accordance with 2 CFR 200.206. Applicants should not submit any additional information with their initial application.

The Cost Application must contain the following sections (which are further elaborated below this listing with the letters for each requirement):

a) Cover Page

- i. Name of the organization(s) submitting the application;
- ii. Identification and signature of the primary contact person (by name, title, organization, mailing address, telephone number and e-mail address) and the identification of the alternate contact person (by name, title, organization, mailing address, telephone number and e-mail address);
- iii. Notice of Funding Opportunity number
- iv. Period of Performance;
- v. Total Program Amount (in USD)
- vi. Total amount of funding requested from USAID and total amount leveraged (if applicable), including from what source(s) in the form of a notional budget;
- vii. Type of organization (e.g., US, non-US, multilateral, private, for-profit, nonprofit, etc.)
- viii. Program name
- ix. Name of any proposed sub-recipients or partnerships (identify if any of the organizations are local organizations, per USAID’s definition of ‘local entity’ under ADS 303.

b) SF 424 Form(s)

The applicant must sign and submit the cost application using the SF-424 series. Standard Forms can be accessed electronically at www.grants.gov or using the following links:

Instructions for SF-424	http://www.grants.gov/web/grants/form-instructions/sf-424-instructions.html
Application for Federal Assistance (SF-424)	https://www.grants.gov/web/grants/forms/sf-424-family.html
Instructions for SF-424A	http://www.grants.gov/web/grants/form-instructions/sf-424a-instructions.html
Budget Information (SF-424A)	https://www.grants.gov/web/grants/forms/sf-424-family.html
Instructions for SF-424B	http://www.grants.gov/web/grants/form-instructions/sf-424b-instructions.html
Assurances (SF-424B)	https://www.grants.gov/web/grants/forms/sf-424-family.html

Failure to accurately complete these forms could result in the rejection of the application.

c) Required Certifications and Assurances

The applicant must complete the following documents and submit a signed copy with their application:

- (1) “Certifications, Assurances, Representations, and Other Statements of the Recipient” ADS 303mav document found at <http://www.usaid.gov/sites/default/files/documents/1868/303mav.pdf>
- (2) Assurances for Non-Construction Programs (SF-424B)
- (3) Certificate of Compliance: Please submit a copy of your Certificate of Compliance if your organization's systems have been certified by USAID/Washington's Office of Acquisition and Assistance (M/OAA).

d) Budget and Budget Narrative

The Budget must be submitted as one unprotected Excel file (MS Office 2000 or later versions) with visible formulas and references and must be broken out by project year, including itemization of the federal and non-federal (cost share) amount. Files must not contain any hidden or otherwise inaccessible cells. Budgets with hidden cells lengthen the cost analysis time required to make award, and may result in a rejection of the cost application. The Budget Narrative must contain sufficient detail to allow USAID to understand the proposed costs. The applicant must ensure the budgeted costs address any additional requirements identified in Section F, such as Branding and Marking. The Budget Narrative must be thorough, including sources for costs to support USAID’s determination that the proposed costs are fair and reasonable.

The Budget must include the following worksheets or tabs, and contents, at a minimum:

- Summary Budget, inclusive of all program costs (federal and non-federal), broken out by major budget category and by year for activities implemented by the applicant and any potential sub-applicants for the entire period of the program.
- Detailed Budget, including a breakdown by year, sufficient to allow the Agency to determine that the costs represent a realistic and efficient use of funding to implement the applicant’s program and are allowable in accordance with the cost principles found in 2 CFR 200 Subpart E.
- Detailed Budgets for each sub-recipient, for all federal funding and cost share, broken out by budget category and by year, for the entire implementation period of the project.

The Detailed Budget must contain the following budget categories and information, at a minimum:

- 1) Salaries and Allowances – Must be proposed consistent with 2 CFR 200.430 Compensation - Personal Services. The applicant’s budget must include position title, salary rate, level of effort, and salary escalation factors for each position. Allowances, when proposed, must be broken down by specific type and by position. Applicants must explain all assumptions in the Budget Narrative. The Budget Narrative must demonstrate that the proposed compensation is reasonable for the services rendered and consistent with what is paid for similar work in other activities of the applicant. Applicants must provide their established written policies on personnel compensation. If the applicant’s written policies do not address a specific element of compensation that is being proposed, the Budget Narrative must describe the rationale used and supporting market research.
- 2) Fringe Benefits – (if applicable) If the applicant has a fringe benefit rate approved by an agency of the U.S. Government, the applicant must use such rate and provide evidence of its approval. If an

applicant does not have a fringe benefit rate approved, the applicant must propose a rate and explain how the applicant determined the rate. In this case, the Budget Narrative must include a detailed breakdown comprised of all items of fringe benefits (e.g., superannuation, gratuity, etc.) and the costs of each, expressed in U.S. dollars and as a percentage of salaries.

- 3) Travel and Transportation – Provide details to explain the purpose of the trips, the number of trips, the origin and destination, the number of individuals traveling, and the duration of the trips. Per Diem and associated travel costs must be based on the applicant’s normal travel policies. When appropriate please provide supporting documentation as an attachment, such as company travel policy, and explain assumptions in the Budget Narrative.
- 4) Procurement or Rental of Goods (Equipment & Supplies), Services, and Real Property – Must include information on estimated types of equipment, models, supplies and the cost per unit and quantity. The Budget Narrative must include the purpose of the equipment and supplies and the basis for the estimates. The Budget Narrative must support the necessity of any rental costs and reasonableness in light of such factors as: rental costs of comparable property, if any; market conditions in the area; alternatives available; and the type, life expectancy, condition, and value of the property leased.
- 5) Subawards – Specify the budget for the portion of the program to be passed through to any subrecipients. See 2 CFR 200 for assistance in determining whether the sub-tier entity is a subrecipient or contractor. The subrecipient budgets must align with the same requirements as the applicant’s budget, including those related to fringe and indirect costs.
- 6) Other Direct Costs – This may include other costs not elsewhere specified, such as report preparation costs, passports and visas fees, medical exams and inoculations, as well as any other miscellaneous costs which directly benefit the program proposed by the applicant. The applicant should indicate the subject, venue and duration of any proposed conferences and seminars, and their relationship to the objectives of the program, along with estimates of costs. Otherwise, the narrative should be minimal.
- 7) Indirect Costs – Applicants must indicate whether they are proposing indirect costs or will charge all costs directly. In order to better understand indirect costs please see Subpart E of 2 CFR 200. The application must identify which approach they are requesting and provide the applicable supporting information. Below are the most commonly used Indirect Cost Rate methods:

Method 1 - Direct Charge Only

Eligibility: Any applicant

Initial Application Requirements: See above on direct costs

Method 2 - Negotiated Indirect Cost Rate Agreement (NICRA)

Eligibility: Any applicant with a NICRA issued by a USG Agency must use that NICRA

Initial Application Requirements: If the applicant has a current NICRA, submit your approved NICRA and the associated disclosed practices. If your NICRA was issued by an Agency other than USAID, provide the contact information for the approving Agency. Additionally, at the Agency’s discretion, a provisional rate may be set forth in the award subject to audit and

finalization. See [USAID's Indirect Cost Rate Guide for Non Profit Organizations](#) for further guidance.

Method 3 - De minimis rate of 10% of modified total direct costs (MTDC)

Eligibility: Any applicant that does not have a current NICRA

Initial Application Requirements: Costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate an indirect rate, which the non-Federal entity may apply to do at any time. The applicant must describe which cost elements it charges indirectly vs. directly. See 2 CFR 200 for further information.

Method 4 - Indirect Costs Charged As A Fixed Amount

Eligibility: Non U.S. non-profit organizations without a NICRA may request, but approval is at the discretion of the AO

Initial Application Requirements: Provide the proposed fixed amount and a worksheet that includes the following:

- Total costs incurred by the organization for the previous fiscal year and estimates for the current year.
- Indirect costs (common costs that benefit the day-to-day operations of the organization, including categories such as salaries and expenses of executive officers, personnel administration, and accounting, or that benefit and are identifiable to more than one program or activity, such as depreciation, rental costs, operations and maintenance of facilities, and telephone expenses) for the previous fiscal year and estimates for the current year
- Proposed method for prorating the indirect costs equitably and consistently across all programs and activities of using a base that measures the benefits of that particular cost to each program or activity to which the cost applies.

If the applicant does not have an approved NICRA and does not elect to utilize the 10% de minimis rate, the Agreement Officer will provide further instructions and may request additional supporting information, including financial statements and audits, should the application still be under consideration after the merit review. USAID is under no obligation to approve the applicant's requested method.

- 8) Cost Sharing – The applicant should estimate the amount of cost-sharing resources to be provided over the life of the agreement and specify the sources of such resources, and the basis of calculation in the budget narrative. Applicants should also provide a breakdown of the cost share (financial and in-kind contributions) of all organizations involved in implementing the resulting award.

e) Prior Approvals in accordance with 2 CFR 200.407

Inclusion of an item of cost in the detailed application budget does not satisfy any requirements for prior approval by the Agency. If the applicant would like the award to reflect approval of any cost elements for which prior written approval is specifically required for allowability, the applicant must specify and justify that cost. See 2 CFR 200.407 for information regarding which cost elements require prior written approval.

f) Approval of Subawards

The applicant must submit information for all subawards that it wishes to have approved at the time of award. For each proposed subaward the applicant must provide the following:

- Name of organization
- DUNS Number
- Confirmation that the subrecipient does not appear on the Treasury Department's Office of Foreign Assets Control (OFAC) list
- Confirmation that the subrecipient does not have active exclusions in the System for Award Management (SAM)
- Confirmation that the subrecipient is not listed in the United Nations Security designation list
- Confirmation that the subrecipient is not suspended or debarred
- Confirmation that the applicant has completed a risk assessment of the subrecipient, in accordance with 2 CFR 200.332(b)
- Any negative findings as a result of the risk assessment and the applicant's plan for mitigation.

g) Dun and Bradstreet and SAM Requirements

USAID may not award to an applicant unless the applicant has complied with all applicable unique entity identifier (DUNS number) and System for Award Management (SAM) requirements. Each applicant (unless the applicant is an individual or Federal awarding agency that is exempted from requirements under 2 CFR 25.110(b) or (c), or has an exception approved by the Federal awarding agency under 2 CFR 25.110(d)) is required to:

1. Provide a valid DUNS number for the applicant and all proposed sub-recipients;
2. Be registered in SAM before submitting its application. SAM is streamlining processes, eliminating the need to enter the same data multiple times, and consolidating hosting to make the process of doing business with the government more efficient (www.beta.sam.gov).
3. Continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency.

The registration process may take many weeks to complete. Therefore, applicants are encouraged to begin the process early. If an applicant has not fully complied with the requirements above by the time USAID is ready to make an award, USAID may determine that the applicant is not qualified to receive an award and use that determination as a basis for making an award to another applicant.

DUNS number: <http://fedgov.dnb.com/webform>

SAM registration: <http://www.beta.sam.gov>

Non-U.S. applicants can find additional resources for registering in SAM, including a Quick Start Guide and a video on how to obtain an NCAGE code, on www.beta.sam.gov, navigate to Help, then to International Registrants.

h) Branding Strategy & Marking Plan

The apparently successful applicant will be asked to provide a Branding Strategy and Marking Plan to be evaluated and approved by the Agreement Officer and incorporated into any resulting award

i) Funding Restrictions

Profit is not allowable for recipients or subrecipients under this award. See 2 CFR 200.331 for assistance in determining whether a sub-tier entity is a subrecipient or contractor.

Construction will not be authorized under this award.

USAID will not allow the reimbursement of pre-award costs under this award without the explicit written approval of the Agreement Officer.

Except as may be specifically approved in advance by the AO, all commodities and services that will be reimbursed by USAID under this award must be from the authorized geographic code specified in Section B.4 of this APS and must meet the source and nationality requirements set forth in 22 CFR 228.

j) Conflict of Interest Pre-Award Term (August 2018)

a. Personal Conflict of Interest

1. An actual or appearance of a conflict of interest exists when an applicant organization or an employee of the organization has a relationship with an Agency official involved in the competitive award decision-making process that could affect that Agency official's impartiality. The term "conflict of interest" includes situations in which financial or other personal considerations may compromise, or have the appearance of compromising, the obligations and duties of a USAID employee or recipient employee.
2. The applicant must provide conflict of interest disclosures when it submits an SF-424. Should the applicant discover a previously undisclosed conflict of interest after submitting the application, the applicant must disclose the conflict of interest to the AO no later than ten (10) calendar days following discovery.

b. Organizational Conflict of Interest

The applicant must notify USAID of any actual or potential conflict of interest that they are aware of that may provide the applicant with an unfair competitive advantage in competing for this financial assistance award. Examples of an unfair competitive advantage include but are not limited to situations in which an applicant or the applicant's employee gained access to non-public information regarding a federal assistance funding opportunity, or an applicant or applicant's employee was substantially involved in the preparation of a federal assistance funding opportunity. USAID will promptly take appropriate action upon receiving any such notification from the applicant.

END OF SECTION D

SECTION E: APPLICATION REVIEW INFORMATION

1. Criteria

The merit review criteria prescribed here are tailored to the requirements of this particular APS. Applicants should note that these criteria serve to: (a) identify the significant matters which the applicants should address in their applications, and (b) set the standard against which all applications will be evaluated.

Technical and other factors will be evaluated relative to each other, as described here and prescribed by the Technical Application Format. The Technical Application will be scored by a Selection Committee (SC) using the criteria described in this section.

2. Review and Selection Process

a) Merit Review

USAID will conduct a merit review of all applications received that comply with the instructions in this APS. Applications will be reviewed and evaluated in accordance with the following criteria shown descending order of importance (i.e. Criterion #1 is more important than Criterion # 2)

Selection Criterion # 1: Technical Approach

The extent to which the Applicant's proposed technical approach comprehensively describes convincing, sound, realistic, and sustainable approaches which will achieve the goal and objective(s) specified in the Program Description.

Selection Criterion # 2: Institutional Capacity

The extent to which the applicant demonstrates experience in implementing similar activities in terms of scope, magnitude, and complexity.

b) Business Review

A budget/business application will only be requested from the apparently successful applicant(s).

The Agency will evaluate the cost application of the applicant(s) under consideration for an award as a result of the merit criteria review to determine whether the costs are allowable in accordance with the cost principles found in 2 CFR 200 Subpart E.

The Agency will also consider (1) the extent of the applicant's understanding of the financial aspects of the program and the applicant's ability to perform the activities within the amount requested; (2) whether the applicant's plans will achieve the program objectives with reasonable economy and efficiency; and (3) whether any special conditions relating to costs should be included in the award.

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People-to-People Partnership for Peace Fund Grants Activity

Cost Share, will be reviewed for compliance with the standards set forth in 2 CFR 200.306, 2 CFR 700.10, and the Standard Provision "Cost Sharing (Matching)" for U.S. entities, or the Standard Provision "Cost Share" for non-U.S. entities.

The AO will perform a risk assessment (2 CFR 200.206). The AO may determine that a pre-award survey is required to inform the risk assessment in determining whether the prospective recipient has the necessary organizational, experience, accounting and operational controls, financial resources, and technical skills – or ability to obtain them – in order to achieve the objectives of the program and comply with the terms and conditions of the award. Depending on the result of the risk assessment, the AO will decide to execute the award, not execute the award, or award with “specific conditions” (2 CFR 200.208).

END OF SECTION E

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SECTION F: FEDERAL AWARD ADMINISTRATION INFORMATION

1. Federal Award Notices

Award of the agreement contemplated by this APS cannot be made until funds have been appropriated, allocated and committed through internal USAID procedures. While USAID anticipates that these procedures will be successfully completed, potential applicants are hereby notified of these requirements and conditions for the award.

The Agreement Officer is the only individual who may legally commit the Government to the expenditure of public funds. No costs chargeable to the proposed Agreement may be incurred before receipt of either a fully executed Agreement or a specific, written authorization from the Agreement Officer.

2. Types of Award

USAID has a number of assistance award types to choose from when providing funds under this APS to Apparently Successful Applicants. The type of award and terms and conditions included therein is based upon the recipient organization type, programmatic factors, and other due diligence matters (including a pre-award risk assessment) determined by the AO. Following is a matrix of commonly used awards, their general prescription for use and key characteristics:

Award Type:	Generally used when:	Characterized by:
Fixed Amount Award (FAA)	Milestones can be defined; Adequate pricing information is available; Recipient has limited financial and management capacity. Must be a grant – not a cooperative agreement.	Program milestones tied to fixed payments. Advantages for both USAID and the recipient (when used appropriately). Milestones with fixed amounts assigned to each. Focus is on outputs and results, limits risk for both parties. Grantee is paid when USAID concurs the milestone is completed. Minimizes administrative burden on USAID and the grantee since payment is not cost-reimbursement. Assists in building institutional capacity of new grantees. More information: https://www.usaid.gov/ads/policy/300/303saj

Cooperative Agreement	Recipient has adequate financial and management capacity to operate on a cost-reimbursement basis with the USG.	Recipient is free to pursue its sponsored program with USAID AOR and AO involved in defined technical areas (referred to as “substantial involvement”). Such involvement may include but is not limited to: approval of annual work plans, approval of key personnel, authority to halt a construction project, and joint collaboration and participation (defined in the award and specific to the project).
Grant	Recipient has adequate financial and management capacity to operate on a cost-reimbursement basis with the USG and USAID will not be “substantially involved” in selected programmatic elements.	A grant is a legal instrument used when the principal purpose is to transfer anything of value (i.e. money, property, or services) to a recipient in order to accomplish a public purpose of support or stimulation authorized by Federal statute. Grants are appropriate when substantial involvement by USAID is not anticipated. More information: https://www.usaid.gov/ads/policy/300/303

3. Administrative & National Policy Requirements

The resulting award from this APS will be administered in accordance with the following policies and regulations.

For US organizations: [ADS 303](#), [2 CFR 700](#), [2 CFR 200](#), and [Standard Provisions for U.S. Non-governmental organizations](#).

For Non US organizations: [Standard Provisions for Non-U.S. Non-governmental Organizations](#).

4. ADS 303.3.35.2 Covered Telecommunication and Video Surveillance Equipment or Services (Effective Date: 08/18/2020)

Effective August 13, 2020, a recipient may not procure covered telecommunication equipment or services for the implementation of their program using award funds. 2 CFR 200.216, applicable to US

organizations, and the standard provision “Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment” applicable to non-US NGOs, implement Section 889(b) of the John S. McCain National Defense Authorization Act (NDAA) for Fiscal Year 2019 (Pub. L. 115-232) that prohibits the use of award funds, including direct and indirect costs, cost share and program income, to procure covered telecommunication and video surveillance services or equipment. The statute covers certain telecommunications equipment and services produced or provided by Huawei Technologies Company or ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Such covered telecommunication equipment or services must not be reimbursed to the recipient as a direct or indirect cost or accepted as part of cost share. Additionally, the recipient must not use any program income generated under the award to purchase covered telecommunication equipment or services.

5. Reporting Requirements

4.1 Financial Reporting

Financial Reports must be submitted in accordance with 2 CFR 200.327 for U.S. organizations, and for Non-U.S. organizations financial reports will be required at a frequency depending on method of payment, but at least quarterly. Reporting requirements, such as the format, number of copies, information to be included, due dates and distribution will be developed in consultation with the Agreement Officer Representative (AOR) after the issuance of the award.

4.2 Program Reporting

a) IMPLEMENTATION PLAN

Purpose: The implementation plan details how the Recipient will use this time effectively to achieve the award’s objectives. The implementation plan serves as a detailed guide to activity implementation and, once approved, represents an agreement as to the nature and timing of discrete tasks and interventions. Discrete tasks include training events, workshops and seminars, outreach events, and information dissemination activities such as publications and reports. It is essential that the document be concise so as to ensure that it will be a simple reference tool for the implementer to track progress against the approved implementation schedule, and for USAID to monitor and evaluate performance through the implementation plan year and to ensure that award objectives are accomplished on time, on budget, and in accordance with expectations. Each annual implementation plan will form the basis for an annual management review conducted by USAID and program staff to assess activity directions, priorities, achievements, and prior year implementation results, as well as management and implementation impediments, and to make recommendations for revisions, as appropriate.

Implementation Plan Standards: Implementation plans will identify a logical sequence of steps to be undertaken to implement each activity component and must include an associated timetable. The

Recipient may not include activities in the implementation plan that fall outside the parameters of the program description. The Recipient's annual implementation plan will describe how the Recipient intends to organize the upcoming fiscal year's work including setting activity priorities and how the Recipient will organize responsibilities amongst Recipient staff to ensure accomplishment of the tasks. The implementation plan will address how the Recipient will make effective use of any time during which counterparts are not readily accessible or actively engaged such as holidays.

The implementation plan, at a minimum, is to include:

- A systematic presentation (i.e., Gantt chart) of activities to be accomplished under the different components and sub-components, on a monthly basis;
- The proposed location of the activity;
- The anticipated outputs and outcomes from each activity conducted;
- The anticipated level of effort required from activity technical staff and financial resources required to complete the tasks;
- The identification of any assumptions used in preparing the implementation plan, as well as suggested alternatives if necessary;
- The anticipated risks with regard to achieving the anticipated objectives of the activity and how they will be mitigated; and
- Any specific award terms or conditions that interfere with maximizing the developmental impact of the award.

Timing: Within 60-90 days following award, the Recipient must submit the first annual implementation plan, which will cover the time period from the date of award to September 30, 2019. Attached to the initial implementation plan, the Recipient will provide a Monitoring, Evaluation and Learning Plan (MEL Plan). USAID will provide written comments to the Recipient. The Recipient will revise and submit the revised implementation plan no later than 15 days after receipt of comments. If acceptable, the USAID Agreement Officer Representative (AOR) will provide a written approval of the final implementation plan to the Recipient. Failure to have an approved implementation plan in place may be viewed as a failure to comply with essential terms and conditions of the award. Significant revisions to the approved implementation plan will require the additional written approval of the AOR (and may require a revision to the approved activity MEL plan).

Subsequent Annual Implementation plans: Subsequent annual implementation plans will cover each fiscal year (October 1 – September 30) and are due no later than 30 days before the beginning of each USG fiscal year (October 1), to ensure that the new implementation plan will be in place prior to commencement of the new fiscal year. These plans will follow the same format as the initial implementation plan and should also include an updated MEL plan, if appropriate. The subsequent annual implementation plan shall include program adjustments reflecting lessons learned from prior year implementation.

b) ACTIVITY MONITORING, EVALUATION, AND LEARNING PLAN (AMELP)

Purpose: The Recipient is required to have an AMELP capable of tracking and documenting progress against activity components. The AMELP should cover the entire life cycle from the award date through the estimated completion date. The AMELP should reflect the award progress over the life of the activity and it is considered a critical tool for planning, managing, documenting, and evaluating performance. The AMELP should be reviewed and validated annually, and revised if appropriate.

Note: The AMELP will be reviewed to understand incremental progress towards the stated objectives of the Program Description.

Timing: Within 60-90 days after award attached to the Implementation Plan.

c) QUARTERLY PERFORMANCE REPORTS:

Purpose: The Recipient will submit quarterly performance reports and financial allocation summaries to USAID to reflect progress and activities of the preceding quarter. The report will describe the tasks completed in the last quarter relative to what was anticipated by the approved implementation plan, and will assess overall impact to date relative to the performance indicator targets.

The quarterly reports will highlight any issues or problems affecting the schedule or impact of services provided by the Recipient. The reports will include financial information on the expenses incurred, available funding for the remainder of the activity and any variances from planned expenditures. All data and output reporting will disaggregate data by gender.

Quarterly performance reports will present progress on all activities and will include the following information, at a minimum:

1. Brief outline of purpose and approach;
2. Overall status of progress towards objectives (narrative);
3. Status of overall progress per the approved indicators as defined in the AMELP plan ;
4. Summary of completed activities and progress towards results under this award during the timeframe of the report;
5. List of reports/deliverables completed in the reporting period;
6. Explanation of quantifiable outputs of the tasks, if appropriate and applicable;
7. Reasons why established targets were not met, if appropriate;
8. Description of any short-term consultants' progress and observations, identifying any significant issues, and a description of follow-on activities;
9. Status of budget expenditures and analysis of any cost overruns or high unit costs (the Recipient shall immediately notify USAID of developments that have a significant impact on award-supported activities);
10. Identification of problems, delays or adverse conditions that impair the ability to meet the objectives of the award, including a statement of the action taken or contemplated, and any assistance needed to resolve the situation;

11. List of major activities planned for the next quarter;
12. The use of Small and Disadvantaged Business relative to the target identified;
13. Any relevant constraints or impediments that have affected or will affect activity performance, including any terms and conditions contained in the award;
14. Programed USAID approvals, waivers or deviation requests anticipated during the next quarter;
15. An attachment with a list of activity AMELP indicators that reflect progress against the indicators.
16. Confirmation that Participant Training reporting requirements are up to date; and
17. The status of required audit processes including for sub-awardees, if applicable.

Timing: Reports must be submitted to the AOR within 30 days after the end of each USG Fiscal Year quarter (12/31, 3/31, 6/30, 9/30).

d) ANNUAL REPORTS

Purpose: The annual report will cover all of the items included in the quarterly reports, with a focus on results over the entire award fiscal year. The annual report will be used by USAID to assess the status of the activity in relation to the time remaining for performance. Each annual report will include an assessment as to whether the objective of the award will be accomplished within the remaining time and available resources.

In addition, the Recipient should include an assessment as to the effectiveness of the AMELP Plan in measuring impact including:

1. The status of evaluation activities including the establishment of baseline data;
2. The appropriateness of the data collected to measure activity impact;
3. The identification of unanticipated challenges in the collection of evaluation data;
4. The appropriateness of the overall activity AMELP plan to measure impact and any proposed revisions thereto;
5. Practical or political factors that should be considered when analyzing the performance data; and
6. The effectiveness of the evaluation activities to inform programming.

Timing: The Recipient must submit annual reports in lieu of the 4th quarterly report each year to the AOR and to the Agreement Officer. The annual report must be submitted no later than 30 days after the end of each fiscal year other than the last year of contract performance, when the final report will be submitted.

e) DEMOBILIZATION PLAN

The Plan will include, at a minimum, an illustrative Property Disposition Plan addressing all requirements under contractual and local law for the transfer of property; a plan for the phase out of the award's operations; a delivery schedule for all reports or other deliverables required under the award; and a timeline for completing all required actions in the Demobilization Plan, including the

submission date of the final Property Disposition Plan to the Agreement Officer. Both the illustrative and final Property Disposition Plans must include the inventory schedule required by 2 CFR 200.313, a plan for the disposition of property to eligible parties and a timeline for the disposition of such property. In addition, the Recipient will describe how all required prime and sub-award audits will be conducted after the demobilization of the Recipient. The Demobilization Plan must be approved in writing by the AOR and the Agreement Officer.

Timing: Not less than four months prior to the completion date of the award, the Recipient must submit a Demobilization Plan.

f) FINAL REPORT

The final report will provide a summary description of all work performed under the award and a substantive discussion of results achieved (as measured by performance indicator). The final report should include the final status of each component objective, the status of indicators relative to the established targets, lessons learned, ways to resolve any constraints identified, any opportunities for further refinement, enhancement, logical extension, or expansion of the completed work and how it fits into USAID's strategic objectives and any perceived problems, vulnerabilities, or weaknesses in the assistance provided, with recommendations for addressing the identified weaknesses.

The final report must also contain an index of all reports and informational products produced under this activity. Along with the Final Report, a CD-ROM depository must be submitted, containing all written documents, reports and presentations. The depository must be organized in a user-friendly and searchable manner.

Timing: A draft final report must be provided not less than sixty days prior to the end of the award period. USAID will provide written comments concerning the accuracy and completeness of the report to the Recipient. The Recipient will revise and submit the final report no later than 15 days after receipt of comments.

Reporting Schedule

The following programmatic reporting requirements shall be made part of any Standard Assistance Award (SAA) issued under this RFA:

Type of Document/ Report	Due Date	Distribution
Quarterly Financial Report	30 days after the end of each fiscal quarter	AOR;AO;FMO
Implementation Plan	Within 60-90 days after award and thereafter every year by September 1	AOR
Activity Monitoring, Evaluation and Learning Plan (AMELP)	Within 60-90 days after award and will be attached to the Implementation Plan	AOR
Quarterly Performance	Within 30 days of the end of each fiscal quarter	AOR

Reports		
Annual Performance Report	Will be submitted in lieu of the fourth quarterly performance report	AOR and AO
Demobilization Plan	Not less than four months prior to the completion date of the award	AOR and AO
Final Report	90 calendar days after the expiration or termination of the award	AOR and AO

6. Branding and Marking Requirements

Applicants are not required to submit a Branding and Marking plan with their applications.

However, Applicants are requested to note that in accordance with **2 CFR 700.16** USAID will require the submission of a Branding Strategy and a Marking Plan prior to award. The Marking Plan may include a request for approval of one or more exceptions to the marking requirements in **2 CFR 700.16**. The AO evaluates the Branding Strategy and Marking Plan (including any requests for exceptions) for approval consistent with the regulations contained in **AAPD 05-11, 2 CFR 700.16**, and **ADS 320**.

6. Environmental Compliance:

The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID's activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (ADS 204) and in USAID's Automated Directives System (ADS) Parts 201.5.10g and 204 (<http://www.usaid.gov/who-we-are/agency-policy/series-200>), which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities.

7. USAID/WEST BANK AND GAZA SPECIAL PROVISIONS

All applicable Standard Provisions specified in Annex 1 of this APS will be incorporated into the resultant award. The Provisions indicated below in full text should be specially noted by the prospective Applicants.

7.1 SUBCONTRACTING WITH GOVERNMENT OR QUASI-GOVERNMENT ENTITIES

No subcontracting with any government or quasi-government entity shall be conducted under this Agreement unless a specific waiver is approved for this purpose.

7.2 CAPITAL ASSISTANCE (611e REQUIREMENTS)

Prior to committing any USAID funds for capital assistance projects proposed under this Agreement, including mechanical items and other equipment that will be purchased for use by local partners, the Recipient will provide USAID with sufficient information to determine that Palestinian counterpart institutions and communities have the capacity to maintain and utilize the assistance effectively. Upon review and analysis of information provided, USAID West Bank and Gaza will advise the Recipient when and if all AID regulations for proceeding with capital assistance have been met.

7.3 PROHIBITION AGAINST SUPPORT FOR TERRORISM

- (a) The Recipient is reminded that U.S. Executive Orders and U.S. law prohibit 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.
- (b) One of the applicable orders is Executive Order 13224, dated September 24, 2001. The website of the Office of Foreign Assets Control (OFAC) of the Department of Treasury contains the text of that order and a list of the individuals and entities designated thereunder. It also contains lists of individuals and entities designated under other anti-terrorism statutes, regulations and Executive Orders. See <http://www.treasury.gov/offices/enforcement/ofac/sdn/>.
- (c) USAID reserves the right to review, and either approve or reject, the following subawards if proposed under this contract/agreement: (i) any contract or subcontract in excess of \$25,000 with a non-U.S. organization or individual; and (ii) any grant or subgrant to a non-U.S. organization or individual, regardless of the dollar value. Furthermore, the written consent of USAID is required before certain other forms of assistance may be provided to a non-U.S. organization or individual. These include in-kind assistance such as renovation of an NGO's facilities, repair or replacement of a company's equipment, and certain training activities. The details of these requirements are described in notices issued by USAID/West Bank & Gaza from time to time. No approval (or failure to disapprove) by USAID shall relieve the Contractor/Recipient of its legal obligation to comply with applicable Executive Orders and laws.
- (d) USAID reserves the right to rescind approval for a subaward in the event that USAID subsequently becomes aware of information indicating that the subaward is contrary to U.S. law or policy prohibiting support for terrorism. In such cases, USAID's Contracting Officer will provide written instructions to the Contractor/Recipient to terminate the subaward.

- (e) USAID reserves the right to terminate this contract/agreement if USAID determines that the Contractor/Recipient is involved in or advocates terrorist activity or has failed to comply with any of the requirements of this provision.
- (f) This provision, including this paragraph (f), shall be included in all contracts, subcontracts, grants and subgrants issued under this contract/agreement. Upon request, the Contractor/Recipient shall promptly provide to USAID's Contracting/Agreement Officer a copy of the pages from each subaward that contain this provision
- (g) The Contractor/Recipient agrees to promptly notify USAID's Contracting Officer Representative (COR)/Agreement Officer Representative (AOR) in the event of any change in the identity of its "key individuals" or in the identity of "key individuals" of any Recipient of a subaward described in paragraph (c). For purposes of this requirement, "key individuals" means (i) principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer and secretary of the board of directors or board of trustees); (ii) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director, president, vice president); (iii) the program manager or chief of party for the USAID-financed program; and (iv) any other person with significant responsibilities for administration of USAID-financed activities or resources. Note that this definition differs from the definition of "key personnel" under contracts and cooperative agreements.
- (h) Before awarding any grant or similar instrument providing [cash or in-kind assistance under this contract][cash assistance under this agreement], the Contractor/Recipient shall (1) obtain from the proposed subawardee the certification required under USAID's Acquisition and Assistance Policy Determination 04-14 (AAPD 04-14), "Certification Regarding Terrorist Financing Implementation E.O. 13224 (Revision 2)," and (2) provide a copy of the certification to USAID's Agreement/Contracting Officer.

7.4 PROHIBITION AGAINST CASH ASSISTANCE TO THE PALESTINIAN AUTHORITY

U.S. legislation provides that none of the funding under this Award may be "obligated or expended with respect to providing funds to the Palestinian Authority." In accordance with that prohibition, the Recipient shall not provide any cash to the Palestinian Authority (PA); to any ministry, agency or instrumentality of the PA; to any municipality or other local government unit; or to any full-time or part-time employee or official of any of the foregoing entities. This restriction applies to payments of any kind, including salaries, stipends, fees, honoraria, per diem, and so forth.

This restriction does not prohibit the provision of in-kind assistance, such as technical assistance, training, equipment, supplies, or the construction of public works to the extent it is not otherwise prohibited by U.S. law or the terms of this Agreement.

This provision shall be included in all contracts, subcontracts, grants and subgrants or any other instruments or awards issued under this Agreement. The Recipient shall promptly provide to USAID's Agreement Officer a copy of the pages from each subaward that contains this provision.

7.5 RESTRICTION ON FACILITY NAMES

- (a) No assistance shall be provided under this Agreement for any school, community center or other facility that is named after any person or group of persons that has advocated, sponsored or committed acts of terrorism. This includes any facility that has "shuhada" or "shaheed" ("martyr" or "martyrs") in its name, unless an exception is approved by the USAID Mission Director. In any case where assistance is proposed for a facility that is named after, or is planned to be named after, a person or group of persons, the Recipient shall provide to USAID's Agreement Officer Representative (AOR) written information about the person(s) or group and shall not proceed with the assistance unless or until the AOR has provided written approval therefore. This restriction applies to all forms of cash or in-kind assistance, including construction services, equipment, supplies, technical assistance, and training.
- (b) In case of any failure to comply with this restriction, USAID may disallow any or all costs incurred by the Recipient with respect to the facility and, if necessary, issue a bill for collection for the amount owed. This is in addition to any other remedies that may be available to USAID for such noncompliance.
- (c) This provision, including this paragraph (c), shall be included in all contracts, subcontracts, grants and subgrants issued under this agreement. Upon request, the Recipient shall promptly provide to USAID's Agreement Officer a copy of the pages from each subaward that contains this provision.

7.6 VALUE ADDED TAX AND CUSTOMS DUTIES

Pursuant to agreements with the Palestinian Authority (PA) and the Government of Israel (GOI), all imports and expenditures under this award by the Recipient and by non-local sub-grantees and subcontractors (as defined below) are exempt from PA Value-Added Tax (VAT) and customs duties imposed by the PA and by the GOI.

Therefore, in accordance with Section 200.470 of 2 CFR 200, Subpart E, such VAT and customs duties shall not constitute allowable costs under this award. No exemption from VAT imposed by the GOI is available through USAID. Therefore, Israeli VAT is an allowable cost under this award, except for VAT from which exemptions are available to the Recipient directly.

The Recipient and any non-local sub-grantees or subcontractors shall make reasonable efforts to avoid Palestinian VAT at the point of sale by utilizing the VAT exemption. USAID will assist the Recipient to obtain a VAT exemption status from the PA. The Recipient shall use this exemption to

avoid paying any PA VAT to local subcontractors and vendors by obtaining approval from the PA VAT Department for suppliers to issue 0% VAT invoices.

In cases where Israeli and Palestinian VAT cannot be avoided at the point of sale, the Recipient shall obtain original VAT receipts from the vendors. Receipts must be submitted to USAID's Financial Management Office on a monthly basis to enable USAID to process refund claims with VAT authorities. The Recipient is responsible for ensuring that sub-grantees or subcontractors comply with this requirement. All VAT claims for the sub-grantees and subcontractors shall be submitted to USAID through Recipient. *(Please refer to VAT Guidance dated April 2, 2003 issued to USAID WBG Contractors and Grantees attached as Annex 2).* Receipts for sub-grantees and subcontractors must be addressed to the program name /Recipient to enable USAID to claim refunds.

Recipients that already have exemption mechanisms in place with the GOI and/or the PA should continue to follow those procedures. Any refund of taxes received directly by the Recipients which were allowed as award costs, should be credited either as a cost reduction or cash refund, as appropriate, to USAID.

"Non-local sub-grantees and subcontractors" means sub-grantees and subcontractors that are present in the West Bank or Gaza solely for the purpose of performing work financed by USAID or other tax-exempt foreign donors."

7.7 REPORTING OF FOREIGN TAXES

- a) The awardee must annually submit one report by April 6 of the next year. The reporting period will cover from October 1 to September 30.
- b) Contents of Report. The reports must contain:
 1. Recipient name.
 2. Contact name with phone, fax and e-mail.
 3. Award number(s); separate report needs to be provided for each award.
 4. Amount of foreign taxes assessed by the PA 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.
 5. Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for the PA involves the purchase of commodities in Israel using foreign assistance funds, any taxes imposed by Israel would not be reported.
 6. Any reimbursements on the taxes reported in (iv) received by the Recipient through March 31. Any refund from the PA that is received directly by the awardee should be reflected. For refunds processed by USAID, we will fill in the VAT refunded amount. If a VAT refund receipt was provided to USAID for refund processing the awardee will need to provide the month under which the claim was submitted to USAID and the serial number of the invoice as included in the claim.
 7. Reports are required even if the Recipient did not pay any taxes during the report period.

8. 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:
 1. “Agreement” includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
 2. “Commodity” means any material, article, supply, goods, or equipment.
 3. “Foreign government” includes only a PA entity.
 4. “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 by either of the following means:
E-mail attachment (preferred): 579vat@usaid.gov or fax to 972-3-511-4888, attention Issa Hanna.
 - e) Subagreements. The awardee must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements.
 - f) For further information see <http://www.state.gov/m/rm/c10443.htm>.

7.8 PROHIBITION ON ASSISTANCE TO THE PALESTINIAN BROADCASTING CORPORATION

- a) U.S. legislation provides that none of USAID’s funding “may be used to provide equipment, technical support, consulting services, or any other form of assistance to the Palestinian Broadcasting Corporation.” In accordance with this prohibition, the Recipient shall not provide any assistance to the Palestinian Broadcasting Corporation.
- b) This provision, including this paragraph (b), shall be included in all contracts, subcontracts, grants and subgrants issued under this grant.

7.9 USAID/WEST BANK AND GAZA AGENCY CONTRACTED AUDITS (ACA)

Since Fiscal Year 2003, the U.S. Congress has mandated in its annual appropriations laws that USAID will ensure that Federal and non-Federal audits of all Contractors and grantees, and significant sub-Contractors and sub-grantees, under the West Bank and Gaza (WBG) Program are conducted at least on an annual basis.

The Contractor and significant subawardees under this award are thus required to adhere to this requirement and are subject to audit at least annually under the WBG Agency Contracted Audit (ACA) program. The USAID/WBG/Office of Financial Management (OFM) is responsible for managing the Mission’s ACA program. USAID/WBG/OFM will annually solicit information from Contractors with regard to their program implementing subawards to identify those subawardees which are subject to audit.

To fulfill the annual audit requirements, USAID/WBG will contract with an independent audit firm that has been approved by the Regional Inspector General/Frankfurt to perform these audits and will issue an audit notification letter to the Contractor outlining the process, period of audit and time frame. The financial audit will be conducted within generally accepted government auditing standards (GAGAS) and will focus on the program activities contained within this award.

By signing this award, the Contractor affirms it will comply with Mission audit guidelines and requirements and will cooperate fully with the audit firm selected by USAID. Failure to comply with the Mission audit procedures or respond to an initiation of an audit, or failure to cooperate with the Mission financial management staff or selected audit firm on the annual audit may be cause for action by the Mission. The Contractor and all sub-awardees must maintain complete records and proper documentation pertaining to their awards for auditing purposes.

7.10 USAID/WEST BANK AND GAZA MISSION ORDER NO. 21

The Contractor must comply with the Mission's updated anti-terrorism policies and procedures as stated under the revised Mission Order No. 21 (Mission Notice No. 2007-WBG-26), Addendum No. 1 and any amendments thereafter. The Mission Order No. 21 and Addendum No. 1 is provided under Annex 3.

8. FUNDING RESTRICTIONS

Pursuant to 2 CFR 200.400(g) and 2 CFR 700.13, it is USAID policy not to award profit under assistance instruments. However, all reasonable, allowable and allocable expenses, both direct and indirect, which are related to the Agreement program and are in accordance with applicable cost standards (2 CFR 200, 2 CFR 700, Relevant OMB Circulars, and the Federal Acquisition Regulation (FAR) Part 31 for for-profit organizations), may be paid under the Agreement.

9. AWARD DISCRETION

USAID reserves the right to make or not to make awards under this APS. The actual number of assistance awards, if any, under this APS is subject to the availability of funds and the interests and requirements of USAID as well as the viability of concept papers received.

10. PROGRAM INCOME

Program income may be generated under awards resulting from this APS. Program Income for all award(s) resulting from this APS may be used for cost-sharing or matching in accordance with 2 CFR 200.307 (e) for US NGOs and the Required as Applicable Provision "Program Income" (December 2014) in ADS 303 for non-US NGOs.

11. INITIAL ENVIRONMENTAL EXAMINATION

The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID's activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (ADS 204) and in USAID's Automated Directives System (ADS) Parts 201.5.10g and 204 (<http://www.usaid.gov/who-we-are/agency-policy/series-200>), which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities.

No activity funded hereunder will be implemented unless an environmental threshold determination, as defined ADS 204, has been reached for that activity, as documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the Bureau Environmental Officer (BEO). Subsequently, over the Life of the Activity (LOA), these environmental mitigation measures are to be a standard component of program management. Successful applicants will be advised by USAID how to satisfy these requirements.

12. ADDITIONAL CALLS UNDER THIS APS

USAID/West Bank and Gaza reserves the right to issue additional calls under this APS targeting priority sectors and/or geographic areas, depending on guidance of the future Partnership for Peace Fund Advisory Board, emerging policy opportunities, and USG priorities, that fit within the overall goal of this APS. Additional and specific requirements (if applicable) will be issued under the respective call as an amendment to the APS.

[END OF SECTION F]

SECTION G: FEDERAL AWARDING AGENCY CONTACT(S)

Any prospective applicant desiring an explanation or interpretation of this APS must request it in writing by the deadline for questions specified in the cover letter to allow a reply to reach all prospective applicants before the submission of their applications. Any information given to a prospective applicant concerning this APS will be furnished promptly to all other prospective applicants as an amendment of this APS, if that information is necessary in submitting applications or if the lack of it would be prejudicial to any other prospective applicants. Such questions will be considered received if the Subject line begins with **“APS 72029421APS00001 Questions.”**

Any questions or comments concerning this APS must be submitted in writing by e-mail to:

TBD
Office of Contracts Management
USAID West Bank and Gaza

END OF SECTION G

SECTION H: OTHER INFORMATION

USAID reserves the right to fund any or none of the applications submitted. The Agreement Officer is the only individual who may legally commit the Government to the expenditure of public funds. Any award and subsequent incremental funding will be subject to the availability of funds and continued relevance to Agency programming.

Applications with Proprietary Data

Applicants who include data that they do not want disclosed to the public for any purpose or used by the U.S. Government except for evaluation purpose, should mark the cover page with the following:

“This application includes data that must not be disclosed duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this application. If, however, an award is made as a result of – or in connection with – the submission of this data, the U.S. Government will have the right to duplicate, use, or disclose the data to the extent provided in the resulting award. This restriction does not limit the U.S. Government’s right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets {insert sheet numbers}.”

Additionally, the applicant must mark each sheet of data it wishes to restrict with the following:

“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this application.”

END OF SECTION H

ANNEX 1 - STANDARD PROVISIONS

(Note: the full text of these provisions may be found at: <https://www.usaid.gov/ads/policy/300/303maa> and <https://www.usaid.gov/ads/policy/300/303mab>). The actual Standard Provisions included in the award will be dependent on the organization that is selected. The award will include the latest Mandatory Provisions for either U.S. or non-U.S. Nongovernmental organizations. The award will also contain the following “required as applicable” Standard Provisions:

Please note that the resulting award will include all standard provisions (both mandatory and required as applicable) in full text.

REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR U.S. NONGOVERNMENTAL ORGANIZATIONS

Required	Not Required	Standard Provision
TBD		RAA1. NEGOTIATED INDIRECT COST RATES - PREDETERMINED (NOVEMBER 2020)
		RAA2. NEGOTIATED INDIRECT COST RATES - PROVISIONAL (Nonprofit) (NOVEMBER 2020)
		RAA3. NEGOTIATED INDIRECT COST RATE - PROVISIONAL (Profit) (DECEMBER 2014)
		RAA4. INDIRECT COSTS – DE MINIMIS RATE (NOVEMBER 2020)
TBD		RAA5. EXCHANGE VISITORS AND PARTICIPANT TRAINING (JUNE 2012)
TBD		RAA6. VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (JANUARY 2009)
TBD		RAA7. PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT (APRIL 1998)
TBD		RAA8. CARE OF LABORATORY ANIMALS (MARCH 2004)
TBD		RAA9. TITLE TO AND CARE OF PROPERTY (COOPERATING COUNTRY TITLE) (NOVEMBER 1985)
TBD		RAA10. COST SHARING (MATCHING) (FEBRUARY 2012)
TBD		RAA11. PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (JUNE 1999)
TBD		RAA12. INVESTMENT PROMOTION (NOVEMBER 2003)
TBD		RAA13. REPORTING HOST GOVERNMENT TAXES (DECEMBER 2014)
TBD		RAA14. FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JUNE 2012)
TBD		RAA15. CONSCIENCE CLAUSE IMPLEMENTATION (ASSISTANCE) (FEBRUARY 2012)

TBD	RAA16. CONDOMS (ASSISTANCE) (SEPTEMBER 2014)
TBD	RAA17. PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (ASSISTANCE) (SEPTEMBER 2014)
TBD	RAA18. USAID DISABILITY POLICY - ASSISTANCE (DECEMBER 2004)
TBD	RAA19. STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID ASSISTANCE AWARDS INVOLVING CONSTRUCTION (SEPTEMBER 2004)
TBD	RAA20. STATEMENT FOR IMPLEMENTERS OF ANTI-TRAFFICKING ACTIVITIES ON LACK OF SUPPORT FOR PROSTITUTION (JUNE 2012)
TBD	RAA21. ELIGIBILITY OF SUBRECIPIENTS OF ANTI-TRAFFICKING FUNDS (JUNE 2012)
TBD	RAA22. PROHIBITION ON THE USE OF ANTI-TRAFFICKING FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF PROSTITUTION (JUNE 2012)
TBD	RAA23. UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (NOVEMBER 2020)
TBD	RAA24. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (NOVEMBER 2020)
TBD	RAA25. PATENT REPORTING PROCEDURES (NOVEMBER 2020)
TBD	RAA26. ACCESS TO USAID FACILITIES AND USAID'S INFORMATION SYSTEMS (AUGUST 2013)
TBD	RAA27. CONTRACT PROVISION FOR DBA INSURANCE UNDER RECIPIENT PROCUREMENTS (DECEMBER 2014)
TBD	RAA28. AWARD TERM AND CONDITION FOR RECIPIENT INTEGRITY AND PERFORMANCE MATTERS (April 2016)
TBD	RAA29. RESERVED
TBD	RAA30. PROGRAM INCOME (AUGUST 2020)
TBD	RAA31. NEVER CONTRACT WITH THE ENEMY (NOVEMBER 2020)

REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR NON-U.S. NONGOVERNMENTAL ORGANIZATIONS

Required	Not Required	Standard Provision
TBD		RAA1. ADVANCE PAYMENT AND REFUNDS

	(NOVEMBER 2020)
	RAA2. REIMBURSEMENT PAYMENT AND REFUNDS (DECEMBER 2014)
TBD	RAA3. INDIRECT COSTS – NEGOTIATED INDIRECT COST RATE AGREEMENT (NICRA) (NOVEMBER 2020)
	RAA4. INDIRECT COSTS – CHARGED AS A FIXED AMOUNT (NONPROFIT) (JUNE 2012)
	RAA5. INDIRECT COSTS – DE MINIMIS RATE (NOVEMBER 2020)
TBD	RAA6. UNIVERSAL IDENTIFIER AND SYSTEM OF AWARD MANAGEMENT (NOVEMBER 2020)
TBD	RAA7. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (NOVEMBER 2020)
TBD	RAA8. SUBAWARDS (DECEMBER 2014)
TBD	RAA9. TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (DECEMBER 2014)
TBD	RAA10. OCEAN SHIPMENT OF GOODS (JUNE 2012)
TBD	RAA11. REPORTING HOST GOVERNMENT TAXES (JUNE 2012)
TBD	RAA12. PATENT RIGHTS (JUNE 2012)
TBD	RAA13. EXCHANGE VISITORS AND PARTICIPANT TRAINING (JUNE 2012)
TBD	RAA14. INVESTMENT PROMOTION (NOVEMBER 2003)
TBD	RAA 15. COST SHARE (JUNE 2012)
TBD	RAA16. PROGRAM INCOME (AUGUST 2020)
TBD	RAA17. FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JUNE 2012)
TBD	RAA18. STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID ASSISTANCE AWARDS INVOLVING CONSTRUCTION (SEPTEMBER 2004)
TBD	RAA19. PROTECTION OF HUMAN RESEARCH SUBJECTS (JUNE 2012)
TBD	RAA20. STATEMENT FOR IMPLEMENTERS OF ANTI-TRAFFICKING ACTIVITIES ON LACK OF SUPPORT FOR PROSTITUTION (JUNE 2012)
TBD	RAA21. ELIGIBILITY OF SUBRECIPIENTS OF ANTI-TRAFFICKING FUNDS (JUNE 2012)
TBD	RAA22. PROHIBITION ON THE USE OF ANTI-TRAFFICKING FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF PROSTITUTION (JUNE 2012)
TBD	RAA23. VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (JANUARY 2009)
TBD	RAA24. CONSCIENCE CLAUSE IMPLEMENTATION (ASSISTANCE) (FEBRUARY 2012)

TBD	RAA25. CONDOMS (ASSISTANCE) (SEPTEMBER 2014)
TBD	RAA26. PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING(ASSISTANCE) (SEPTEMBER 2014)
TBD	RAA27. LIMITATION ON SUBAWARDS TO NON-LOCAL ENTITIES (JULY 2014)
TBD	RAA28. CONTRACT PROVISION FOR DBA INSURANCE UNDER RECIPIENT PROCUREMENTS (DECEMBER 2014)
TBD	RAA29. CONTRACT AWARD TERM AND CONDITION FOR RECIPIENT INTEGRITY AND PERFORMANCE MATTERS (APRIL 2016)
TBD	RAA30. RESERVED
TBD	RAA31. NEVER CONTRACT WITH THE ENEMY (NOVEMBER 2020)

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ANNEX 2 - VAT GUIDANCE



U.S. AGENCY FOR
INTERNATIONAL
DEVELOPMENT

APRIL 2, 2003

NOTICE FOR USAID CONTRACTORS AND GRANTEES

SUBJECT: VAT GUIDANCE

As per the guidance provided to all contractors and grantees in our letter of July 30th, 2002, VAT is an extremely sensitive and important issue for our Mission. Careful attention must be paid to avoiding VAT whenever possible and, failing that, obtaining valid VAT receipts so that USAID may seek VAT refunds from tax authorities. Failure to do so could put the Mission's programs in jeopardy and possibly lead to a USAID determination that VAT costs are unallowable.

USAID will reimburse contractors and grantees for Israeli and Palestinian VAT if and only if the following procedures are followed:

1. For Grantees, reasonable efforts must be made to avoid Israeli and Palestinian VAT at the point of sale whenever possible. This includes taking all reasonable steps to obtain a 0% VAT exemption from the Palestinian Authority before making any further purchases. Grantees that already have exemption mechanisms in place with Israel and/or the PA should continue to follow those procedures.
2. For grantees that recently received a 0% VAT exemption from the Palestinian VAT department, they are required to pass these exemptions to their partners (i.e. suppliers, vendors, and contractors), by sending a letter to the VAT Department notifying it about the partner, description of the transaction and the amount of the transaction before the purchase is completed.
3. For both Contractors and Grantees, in cases where Israeli or Palestinian VAT cannot be avoided at the point of sale, original VAT receipts must be obtained from all vendors that are legally authorized to issue such receipts. To be considered valid and acceptable, receipts must conform to the requirements stated in the checklist attached to this notice. Receipts shall be submitted to USAID's Financial Management Office on a monthly basis, no later than the fifteenth day after the end of the month. This will enable USAID to process refund claims with VAT authorities on a timely basis.

Financial Management Office
Att. VAT Coordinator, USAID
c/o American Embassy
71 Hayarkon Street,
Tel Aviv 63903

c/o American Embassy
71 Hayarkon Street,
Tel Aviv 63903

Failure to comply with both of these requirements may result in a determination that the VAT costs in question are unallowable under your contract or grant, in which case those costs would be financed from your organization's own funds.

Given that USAID will be reimbursing VAT expenses in contractor and grantee billings that are charged as disbursement to the contracts/grants, the refunds, once received, will be recorded as off-sets to the applicable contract or grant by USAID.

Please note that separate procedures will be provided for processing refunds for contractors and grantees under Letter of Credit (LOC) method of payment.

Please submit the original VAT receipts and one copy to USAID. In addition, contractors and grantees must retain on file copies of receipts and related documentation reflecting their VAT submissions to USAID. This is needed to avoid the risk that VAT costs may be questioned during an audit and possibly disallowed.

In addition, we have attached for your use 2 matrixes, one for the Israeli and one for Palestinian VAT submissions. Please keep the following guidance in mind when submitting this document to USAID:

1. Report the VAT invoices in the correct chronological order, i.e. start from the first of the month through to the 30th.
2. Provide a hard and electronic copy of the form with the respective receipts attached to each one in order to avoid confusion.
3. The electronic copy has to be sent to ilpavat@usaid.gov.
4. Attach all related supporting documents to each receipt with that invoice.
5. Submit this form, receipts and supporting documents no later than the 15th of the following month.
6. You will notice that we have entered some figures already on the matrix. This is just to provide you with an example and to activate the formulas. Kindly replace those with your own figures.
7. For any specific issues with regards to the VAT, please contact Ms. Abeer Odeh, our Supervisor Financial Analyst, at 03-511-4806, 050 259407, and 059 246777 or at e-mail aodeh@usaid.gov.

The requirements discussed in this notice apply to not just prime contracts and grants, but also subcontracts and sub-grants with non-local entities – that is, entities that are present in the West Bank or Gaza solely for the purpose of performing work financed by USAID or other tax-exempt donors.

USAID provided some guidance with regards to this issue in July 2002. However, some partners have failed to report their VAT in a timely manner. Therefore, we hereby request that all Contractors and Grantees report to us by COB noon April 21st, 2003, all pending invoices from January 1st, 2002 until the present.

We thank you for your cooperation in this matter.

APS Number: 2029421APS00001

People-to-People Partnership for Peace Fund Grants Activity

Attachments:

1. VAT Invoices Required Attributes
2. VAT Refund Sheet – Includes 2 documents for the Israeli and the Palestinian VAT respectively.

ANNEX 3 - MISSION ORDER NO. 21



USAID | WEST BANK/GAZA

AMENDED AND RESTATED MISSION ORDER NO. 21

Subject: Anti-Terrorism Procedures

References: Executive Order 13224 (September 24, 2001)
Section 559 of the FY 06 Foreign Operations Appropriations Act
Section 3 of P.L. 109-446
18 U.S.C. §§ 2339A and 2339B
AAPD 04-14 (September 24, 2004)
AAPD 02-04 (March 20, 2002)

Effective Date: October 3, 2007

I. PURPOSE

The purpose of this Mission Order is to describe and update procedures to ensure that the Mission's assistance program does not inadvertently provide support to entities or individuals associated with terrorism.

II. LEGAL AUTHORITIES

On September 24, 2001, shortly after the terrorist attacks of September 11th, President Bush issued Executive Order 13224, which blocks property and interests in property of individuals and entities that are designated as committing or posing a significant risk of committing terrorist acts. The Order prohibits all transactions and dealings in blocked property or interests in the U.S. or by U.S. persons. It also prohibits transactions with, and provision of support for, individuals or entities designated in or subject to the Order.

Initially, 28 individuals and entities were designated under E.O. 13224. The Order authorized the Secretary of State to make additional designations. It also authorized the Secretary of Treasury to designate additional individuals and entities that provide support or services to, are owned or controlled by, act for or on behalf of, or are "otherwise associated with," an individual or entity that has been designated in or under the Order.

E.O. 13224 is just one of several statutes, regulations and Executive Orders pertaining to terrorism. Others include Sections 2339A and 2339B of Title 18 of the U.S. Code, which prohibit the provision of material support or resources for terrorist acts or to designated foreign terrorist organizations, and Executive Orders 12947 (January 23, 1995) and 13099 (August 20, 1998), which prohibit transactions with terrorists who threaten to disrupt the Middle East peace process.

Hundreds of individuals and entities have been designated under these and other statutes, regulations and Executive Orders. A complete list of designated parties can be found online at <http://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf>. The list includes several Palestinian

U.S. Agency for International Development
American Embassy
71 Hayarkon St.
Tel Aviv, Israel 63903
Tel. 972-3-511-4848
Fax. 972-3-511-4898

organizations that have been designated as terrorist entities, including Hamas, the Popular Front for the Liberation of Palestine (PFLP), Palestinian Islamic Jihad (PIJ), and the Democratic Front for the Liberation of Palestine (DFLP).

A statutory provision of special relevance to USAID/WBG is Section 559 of the FY 06 Foreign Operations Appropriations Act, which is entitled "West Bank and Gaza Program". Paragraphs (b) and (c) of Section 559 provide as follows:

(b) VETTING – Prior to the obligation of funds appropriated by this Act under the heading "Economic Support Fund" for assistance for the West Bank and Gaza, the Secretary of State shall take all appropriate steps to ensure that such assistance is not provided to or through any individual, private or government entity, or educational institution that the Secretary knows or has reason to believe advocates, plans, sponsors, engages in, or has engaged in, terrorist activity. The Secretary of State shall, as appropriate, establish procedures specifying the steps to be taken in carrying out this subsection and shall terminate assistance to any individual, entity, or educational institution which he has determined to be involved in or advocating terrorist activity.

(c) PROHIBITION – None of the funds appropriated by this Act for assistance under the West Bank and Gaza program may be made available for the purpose of recognizing or otherwise honoring individuals who commit, or have committed, acts of terrorism.

A provision similar to paragraph (b) has appeared in each Foreign Operations Appropriations Act since FY 2003. Paragraph (c) was added in FY 2005. Provisions similar to paragraphs (b) and (c) were included in the Palestinian Anti-Terrorism Act of 2006 (P.L. 109-446), extending the requirements through fiscal years 2007 and 2008.

III. ADDITIONAL BACKGROUND INFORMATION

The vetting procedures described in Section V are the culmination of an evolutionary process that began in July 2001, following consultations on Capitol Hill, and gathered momentum after the terrorist attacks of September 11, 2001. Draft review procedures were developed in the fall of 2001, based on consultations with the ANE Bureau, USAID's anti-terrorism task force, the Office of the General Counsel, the U.S. Embassy/Tel Aviv, USAID Mission staff, U.S. implementing partners, and Palestinian non-governmental organizations (NGOs). Since then, the review procedures have been further refined to take into account concerns raised by these and other parties. The most recent update occurred after discussions with the Government Accountability Office, USAID's Regional Inspector General, USAID's General Counsel's Office and Office of Security, Mission staff, and after a multi-agency review led by the U.S. Consulate General in Jerusalem as part of an effort to establish standard operating procedures for vetting across all U.S. Government agencies providing assistance for the West Bank and Gaza.

In addition to vetting, the Mission implements three other formal anti-terrorism measures: (1) the anti-terrorism certification (ATC) (see Section VI below), (2) mandatory clauses reminding contractors and grantees of their legal duty to comply with applicable anti-terrorism laws and regulations (see Section VII below), and (3) a clause implementing the restriction imposed by Section 559(c) of the FY 06 Appropriations Act (see Section VIII below).

There are also several less formal means by which support for terrorist organizations is avoided. First, in order to ensure compliance with E.O. 13224 and related requirements, U.S. contractors and grantees are expected to conduct their own review of proposed non-U.S. awardees.

- (3) Trainees: Non-US individuals for whom USAID finances (a) training, study tours, or invitational travel in the U.S. or third countries, regardless of the duration; or (b) training in West Bank/Gaza lasting more than five consecutive work days (regardless of the number of hours of training on each day).
- (4) Other direct recipients of cash or in-kind assistance: Except as provided in paragraph (5) below, vetting is required when other forms of cash or in-kind assistance (including technical assistance) are provided directly to one or more specifically identified persons or entities. For example, vetting generally would be required for a hospital that will receive pharmaceuticals, a company whose manufacturing equipment will be repaired or replaced, or an NGO whose recreational facilities will be renovated. Vetting is not required, however, for persons or entities that benefit from assistance indirectly. In the prior examples, no vetting would be required for patients of the hospital, customers of the manufacturer, or users of the recreational facilities. When assistance is to be provided directly to a government entity, the procedures outlined in part IX below, "Cooperation with Government and Government Officials" apply.
- (5) Exceptions: Except as provided in paragraph (6) below, vetting required under paragraph (4) above does not apply in the following cases:
 - (a) Individuals who receive jobs under employment generation activities, including incidental job training.
 - (b) Ultimate beneficiaries of cash or in-kind assistance, such as food, water, medical care, micro-enterprise loans, shelter, etc.; provided that the total value of assistance per occasion does not exceed the following amounts:
 - (i) \$1,000, for assistance to an individual (other than loans),
 - (ii) \$2,500, for assistance to an organization (other than loans), or
 - (iii) \$5,000, for micro-enterprise loans or assistance to a household (e.g., repair of housing units).
 - (c) Vendors of goods or services acquired by USAID contractors and grantees in the ordinary course of business for their own use – for example, utilities (water, electricity, gas, and trash collection); communications (telephone, fax, postal and courier services); office supplies, equipment and furniture; services for moving to new homes and offices; vehicles (purchase or lease) and fuel, spare parts, and repair or maintenance services for vehicles; and books, newspapers and periodicals. This exception also applies to paragraph A(1) above. Vetting is required, however, before leasing housing or office space if the total amount of rent under the lease exceeds the limit stated in A(1) above.
- (6) Even if vetting would not otherwise be required under these rules, vetting will be conducted whenever there is reason to believe that the beneficiary of assistance or the vendor of goods or services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has done so in the past.

B. Further Rules on Applicability:

- (1) The \$25,000 threshold for contracts and subcontracts is cumulative for multiple awards to the same firm or individual within a 12-month period. For example, if a firm receives a subcontract for \$20,000 and later is selected to receive another one for \$10,000, the second award would trigger vetting if fewer than 12 months have passed since the first award. To track this threshold, the Office of Contracts Management will provide the PSU, on a monthly basis, with a list of first tier contracts and second tier subcontracts under \$25,000 awarded to non-U.S. organizations or individuals for a program purpose in the prior month, or not previously reported, including the name of the contractor,

amount and start and end dates of the award. When the same firm or individual exceeds the \$25,000 cumulative amount, the PSU will notify the Cognizant Technical Officer responsible for the awardee that exceeded the threshold that vetting is required. Amendments, however, will be treated differently. If an amendment would increase the amount of a contract or subcontract above \$25,000, vetting would be required no matter how many months have passed since the original award was made.

- (2) With respect to vetting required under Sections V.A(1) and (2) above, vetting applies only to first-tier and second-tier recipients. If, for example, a U.S. prime contractor (first tier) awards a grant to a Palestinian NGO (second tier), which in turn awards a subgrant to another Palestinian NGO (third tier), the second-tier grantee would be vetted, but the third-tier subgrantee would not be.
- (3) Palestinian government officials, including Palestinian Legislative Council members and municipal officials, are subject to vetting to the same extent as other individuals. They must be vetted, for example, before participating in training or invitational travel outside of the West Bank and Gaza. They need not be vetted, however, with respect to USAID-financed public works that benefit broad segments of the general public – for example, the construction of schools, development of parks, or repair of roads. However, screening may be required under the circumstances described in part IX below, “Cooperation with Government and Government Officials.”
- (4) Vetting applies to colleges, universities and other educational institutions to the same extent as other types of organizations.
- (5) Although PIOs are not themselves subject to vetting, organizations and individuals to whom PIOs make awards or otherwise provide assistance are subject to vetting by USAID in accordance with these rules.
- (6) No one under age 16 will be vetted. Where vetting is required for a household (e.g., for housing assistance that exceeds \$5,000), only members of the household who are 16 years of age or older will be vetted.
- (7) If an organization has been previously vetted, whether subsequent vetting will be required for each of its branches that receive assistance will be decided by the Deputy Mission Director on a case by case basis. This decision will depend largely on the extent to which the organization’s headquarters oversees and controls the activities of its branches.
- (8) For contracts and grants under interagency agreements pursuant to Section 632(a) or (b) of the Foreign Assistance Act, it will be incumbent upon the recipient agency to implement appropriate review procedures to ensure compliance with E.O. 13224 and related requirements. A provision to this effect will be included in all interagency agreements pertaining to the West Bank and Gaza.

C. Vetting of “Key Individuals”: Whenever an organization must be vetted, each of the organization’s “key individuals” must also be vetted. “Key individuals” means:

- (1) Principal officers of the organization’s governing body (e.g., chairman, vice chairman, treasurer or secretary of the board of directors or board of trustees);
- (2) The principal officer and deputy principal officer of the organization (e.g., executive director, deputy director; president, vice president);

- (3) The program manager or chief of party for the USAID-financed program; and
- (4) Any other person with significant responsibilities for administration of USAID-financed activities or resources.

Note that the definition of "key individuals" differs from the definition of "key personnel" under a contract or cooperative agreement.

- D. Obtaining Data Needed for Review:** Before USAID awards a contract, grant or cooperative agreement to any organization described in A(1) or (2) above, the proposed awardee must submit to USAID data needed to vet the organization and its "key individuals." Similarly, before an implementing partner makes a subaward of the type described in A(1) or (2) above, or provides assistance of the type described in A(3) or (4) above, the implementing partner must submit to USAID data needed to vet the proposed recipient of the subaward or other assistance.

To vet an individual, USAID needs the person's full name as it appears in a government-issued photo ID. If the individual holds an ID with a full four-part name, that ID must be used before an ID without the full four-part name. To vet an organization, USAID needs the full name and address of the organization and the full name of each "key individual" of the organization, once again, as it appears in a government-issued photo ID. In addition, for each individual or key individual USAID needs (1) the government-issued photo ID number (e.g. passport number), (2) type of such ID and country of issuance, and (3) date and place of birth. Provision of additional information such as citizenship(s), gender, occupation, current employer (if applicable), and address of residence should be submitted when available. Such additional information can expedite and improve the quality of the vetting process. Any vetting requests that do not include all required data will not be processed.

The Cognizant Technical Officer will be responsible for gathering the information described above from prime awardees, using the form shown in Attachment A. This information will be forwarded to USAID's Program Support Unit ("PSU") for submission to USAID/Washington for transfer to the appropriate U.S. vetting center in Washington for review (the "Vetting Center"). Before initiating a vetting request, however, the CTO should consult with PSU to see whether a vetting approval is already in effect for the individual or organization in question. (See "Duration of Approval," below.)

Vetting should be initiated as early as possible during the process of selecting recipients. Selection decisions should not be disclosed to the proposed recipient or any other outside party until the vetting process has been completed and USAID has determined that the recipient is eligible.

- E. Review by the Vetting Center, U.S. Consulate General and USAID:** After submission of the data described above, the Vetting Center will review the data and notify USAID/Washington in writing of the results of its review, including whether any derogatory information has been located – that is, whether any of the vetted organizations or individuals appear to be, or to have affiliations with, problematic organizations or individuals. Notification will be sent to PSU, which in turn will notify the CTO.

In cases where no derogatory information is located from Washington, USAID will submit organizations that require vetting under A(2) or A(4) above to the U.S. Consulate General in Jerusalem for an additional review. The Consulate General will review the data and notify USAID in writing of the results of its review, including whether any derogatory information

has been located. Notification will be sent by the Consulate General to the PSU which will in turn notify the CTO. This procedure will apply only to organizations and not to individuals.

In cases where no derogatory information is located from either the Vetting Center or the Consulate General, USAID will proceed with the proposed award, or notify the contractor, grantee or recipient that it may proceed with the proposed subaward, as the case may be. See Attachment B for suggested notification language.

In cases where derogatory information about a proposed awardee or a key individual is located, the Deputy Mission Director and the CTO will decide whether to request additional information about the organization or individual(s) in question – for example, an individual's occupation or address of residence, if not already provided. This information may enable USAID and the Vetting Center or the U.S. Consulate General to determine that a "false positive" has occurred, or it may confirm that suspected affiliations truly exist. When additional identifying information is needed, the request will be made to more than one person whenever possible – for example, to all "key individuals" of an organization – to avoid disclosing which individual(s) triggered the request.

In cases where additional information does not dispel derogatory information, USAID will either (1) disapprove the award or subaward to the proposed recipient, or (2) submit the matter to the U.S. Consulate General/Jerusalem for further review, in consultation with Washington as appropriate.

- F. Notification of Final Decision:** Once a final decision has been made, the Cognizant Technical Officer will promptly send written notice of the decision to (1) USAID's Contracting Officer, in the case of a proposed award by USAID; or (2) the proponent of the subaward, in the case of a subaward proposed by a party other than USAID. Notices to outside parties must conform to the language shown in Attachment B. A copy of the final decision will be retained in PSU's files.
- G. Duration of Approval:** Once an awardee has been approved pursuant to these procedures and received an award, the approval generally will remain in effect for that particular award for three years. However, new vetting will be required if there is any change in the awardee's "key individuals." For an organization, when there is a change in the "key individuals" only the new individual(s) must be vetted, but the approved vetting date for purposes of calculating the three-year period of approval for an award will remain the last date when all key individuals of the organization were vetted simultaneously. Vetting approval may be rescinded if USAID obtains information indicating that the awardee or any of its "key individuals" is or has been involved in terrorist activity. When such information arises, the Cognizant Technical Officer will consult with the Deputy Mission Director, the Regional Legal Advisor, and the Contracting Officer.

For any new awards or extensions of existing awards, the awardee must be vetted if more than 12 months have passed since the awardee was last approved pursuant to these procedures. If fewer than 12 months have passed, vetting is not required for that award or extension. For any award or extension that does not require vetting because fewer than 12 months have passed since the awardee was last approved, the Office of Contracts Management will provide the PSU on a monthly basis with a list of such awards or extensions, including the name of the awardee, amount and start and end date of the award. This will allow the PSU to track when the three-year vetting approval will expire for any given award.

As provided in the mandatory clause shown in Attachment D, awardees are required to keep USAID apprised of changes in the "key individuals" of the awardee and of all subawardees that were vetted by USAID. The clause reserves the right of USAID to rescind its approval of subawards at any time. If vetting approval is rescinded for a subaward, USAID's Contracting Officer will provide written instructions to the prime awardee to terminate the subaward. The clause also reserves the right of USAID to terminate the prime award if USAID determines that the awardee is involved in or advocates terrorist activity or has failed to comply with the requirements of the clause.

- H. **Database:** PSU will maintain a database showing all organizations and individuals that have been submitted for review and the status of each case. Due to the sensitivity of information in the database, it will be made available only to those with an official need for access, as determined by PSU and/or the Deputy Mission Director.

VI. ANTI-TERRORISM CERTIFICATION (ATC)

On September 24, 2004, USAID/Washington's Office of Acquisition and Assistance issued AAPD 04-14, "Certification Regarding Terrorist Financing Implementation E.O. 13224 (Revision 2)". The AAPD requires that all U.S. and non-U.S. organizations certify, before being awarded a grant or cooperative agreement by USAID, that the organization does not provide material support or resources for terrorism. The text of the certification is shown as Attachment C. (This version supersedes earlier versions that were issued in AAPD 02-19 on December 31, 2002, and AAPD 04-07 on March 24, 2004.)

The ATC requirement applies to the prime recipients of grants and cooperative agreements and the recipients of Grants Under Contracts (GUCs). The requirement for prime recipients and recipients of GUCs also includes assistance instruments in any form (such as memoranda or letters of understanding, for example) to the extent such instruments are used as obligating documents to provide assistance. In addition, USAID/WBG has extended USAID's policy to apply the requirement to the first level of subgrantees receiving cash assistance under grants and cooperative agreements (Grants Under Grants, or GUGs) or any other assistance instrument regardless of its form. Thus, the ATC applies to all first-tier and GUC assistance recipients and all second-tier assistance recipients of cash assistance, but it does not apply to lower-tier recipients.

The ATC applies only to the non-governmental organizations that receive awards of cash or in-kind assistance. It does not apply to (1) individuals, (2) public international organizations, (3) the host government (including local government units), (4) contractors, or (5) subcontractors. Note that because municipalities are not NGOs, they need not sign the ATC when they receive in-kind assistance (e.g., technical assistance, training, supplies, equipment, or construction services).

The Office of Contracts Management (OCM) is responsible for obtaining ATCs before making awards to prime awardees. USAID's implementing partners are responsible for obtaining ATCs before making subawards to subawardees, in accordance with this section, and providing copies of them to OCM.

VII. MANDATORY CLAUSES

On March 20, 2002, the Office of Procurement issued AAPD 02-04, "Implementation of E.O. 13224 - Executive Order on Terrorist Financing." The AAPD prescribes a mandatory provision for inclusion in all solicitations and awards for contracts, grants and cooperative agreements.

The Contractor/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 contractor/recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract/agreement.

The Mission has revised this clause to meet the statutory requirements relating specifically to the West Bank/Gaza program in consultation with USAID's Office of the General Counsel in Washington. The revised clause is shown as Attachment D. Paragraph (a) is identical to language stated in the AAPD. The other paragraphs are unique to the Mission and serve to implement the statutory requirements on the Mission's program.

For grants to the United Nations or UN agencies, the clause shown as Attachment E is used to supplement the standard provision entitled "Terrorist Financing Clause (UN Grants) (May 2003)". (See ADS 308, Mandatory References, Standard Provisions for Grants to Public International Organizations, Required as Applicable Standard Provisions.)

VIII. RESTRICTION ON FACILITY NAMES

Section 559(c) of the FY 06 Foreign Operations Appropriations Act, provides as follows: "None of the funds appropriated by this Act for assistance under the West Bank and Gaza program may be made available for the purpose of recognizing or otherwise honoring individuals who commit, or have committed, acts of terrorism." To implement this restriction, all contracts, subcontracts, grants, cooperative agreements, and subgrants must contain the clause set forth in Attachment F, "Restriction on Facility Names."

When, in accordance with this clause, an implementing partner submits information concerning a facility's name, the CTO will review the information to determine whether it might be problematic. If there is any possibility that the proposed name will be controversial, the CTO will consult with the Deputy Mission Director for guidance. The CTO will document this review in a memorandum to the project file.

The use of "shuhada" or "shaheed" ("martyr" or "martyrs") in a facility's name may be approved by the Mission Director if he determines (i) that assistance to the facility does not have the purpose of honoring or recognizing any individual who has advocated, sponsored or committed acts of terrorism and (ii) that it is unlikely that a reasonable person aware of the relevant facts and circumstances would perceive the assistance as having the effect of honoring or recognizing such an individual. When making this determination, the Mission Director may consult with the U.S. Ambassador or the U.S. Consul General, as appropriate.

IX. COOPERATION WITH GOVERNMENT AND GOVERNMENT OFFICIALS

Additional vetting may be required in cases where certain government officials – i.e., members of the Palestinian Legislative Council, officials of the Palestinian Authority, or elected municipal officials – will sign a memorandum of understanding, grant agreement or project agreement, or will otherwise be involved in project implementation or publicity for a project. Likewise, prior to providing assistance directly to or that directly benefits a government entity, additional screening may be required. In all such cases, the Deputy Mission Director should be contacted for guidance.

X. APPROVAL

This Mission Order will go into effect on the date signed by the Mission Director below.



Howard J. Sumka
Mission Director

10-03-2007
Date

Attachments:

- A. Vetting Form
- B. Sample Notification Language
- C. Anti-Terrorism Certification
- D. Mandatory Clause
- E. Mandatory Clause (UN Grants)
- F. Restriction on Facility Names

MO #21 Drafted by: RLA, P.Sullivan, 09/14/05, revised 12/28/05, 02/17/06, 03/03/06 & 3/13/06.
Approved by: MD, Jim Bever, 3/13/06;

Amendment No. 1 revisions drafted by: RLA, J.Lifur, 11/06/06, revised 2/7/07; 6/11/07; 8/8/07,
9/30/07.

PARTNER INFORMATION FORM

ATTACHMENT A

Part I: Information About Proposed Activities	
1. Name of the prime contractor, grantee or recipient proposing the award or other assistance:	
2. Type of proposed award or other assistance (check one): <input type="checkbox"/> contract or subcontract <input type="checkbox"/> grant or subgrant <input type="checkbox"/> training <input type="checkbox"/> equipment <input type="checkbox"/> other	
3. US\$ amount & estimated start/end date of proposed award or assistance: \$ _____ Start: _____ End: _____	
4. Purpose of proposed award or assistance:	
5. Organization proposed to receive award or other assistance:	
a. Name:	
b. Address:	
c. Telephone:	d. Fax:
e. Email:	
6. Information on each individual to receive training, equipment, or other direct benefits or who is a key individual of the organization named in 5 above. Use continuation sheets as necessary. ** = mandatory information.	
A. Name (As in passport or other government-issued photo ID)**	Government-issued photo ID number, type of ID and country of issuance:**
Place of birth:**	Date of birth:** (mm/dd/yyyy)
Rank or title in organization listed in #5 (if "key individual"):**	
Other names used (may include nicknames, pseudonyms not listed under "Name"):	Gender:
Current employer and job title:	Occupation:
Address of residence:	Citizenship(s):
Email:	Is the individual a U.S. citizen or legal permanent resident?** Yes ___ No ___
Part II: Contractor/Grantee/Recipient Certification: Contractor/Grantee/Recipient certifies in submitting this form that it has taken reasonable steps (in accordance with sound business practices) to verify the information contained in this form. Contractor/Grantee/Recipient understands that the U.S. Government may rely on the accuracy of such information in processing this vetting request.	
Name:	Signature:
Title/Organization:	Date:
Part III: Submission details (to be completed by USG official)	
Request number	
Staff member who initiated request	
Project name	
Date submitted for screening	1. _____ 2. _____

Partner Information Form Continuation sheet for Part I, section 6, list of individuals (use additional continuation sheets as necessary):

B. Name (As in passport or other government-issued photo ID)**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth:**	Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if "key individual"):**
Other names used (may include nicknames, pseudonyms not listed under "Name"):		Gender:
Current employer and job title:		Occupation:
Address of residence:		Citizenship(s):
Email:	Is the individual a U.S. citizen or legal permanent resident?** Yes ___ No ___	
C. Name (As in passport or other government-issued photo ID)**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth:**	Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if "key individual"):**
Other names used (may include nicknames, pseudonyms not listed under "Name"):		Gender:
Current employer and job title:		Occupation:
Address of residence:		Citizenship(s):
Email:	Is the individual a U.S. citizen or legal permanent resident?** Yes ___ No ___	
D. Name (As in passport or other government-issued photo ID)**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth:**	Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if "key individual"):**
Other names used (may include nicknames, pseudonyms not listed under "Name"):		Gender:
Current employer and job title:		Occupation:
Address of residence:		Citizenship(s):
Email:	Is the individual a U.S. citizen or legal permanent resident?** Yes ___ No ___	
E. Name (As in passport or other government-issued photo ID)**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth:**	Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if "key individual"):**
Other names used (may include nicknames, pseudonyms not listed under "Name"):		Gender:
Current employer and job title:		Occupation:
Address of residence:		Citizenship(s):
Email:	Is the individual a U.S. citizen or legal permanent resident?** Yes ___ No ___	

PARTNER INFORMATION FORM INSTRUCTIONS AND NOTICES

Instructions

Part I

Question 1 – Self-explanatory

Question 2- Indicate the proposed type of assistance or mechanism to be utilized by placing a check mark on the line in front of the appropriate term

Question 3 – Enter the estimated amount of award of assistance in U.S. dollars and indicate the start and end date of the program using a mm/dd/yyyy format

Question 4 – Indicate the purpose of the award or assistance. Use additional sheets and attach to page one of the vetting form if necessary

Question 5 a-d – Self-explanatory

Question 6 - "Key individual" means (i) principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer and secretary of the board of directors or board of trustees); (ii) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director, president, vice president); (iii) the program manager or chief of party for the USG-financed program; and (iv) any other person with significant responsibilities for administration of the USG-financed activities or resources. Note that this definition differs from the definition of "key personnel" under contracts and cooperative agreements. Complete for each of these four categories or indicate "N/A" if a category does not apply.

Part II

An authorized representative of the Contractor/Grantee/Recipient must read the Certification and print his/her name where indicated, sign where indicated, print his/her title and the name of his/her organization where indicated, and print the date where indicated.

Part III

This section should be left blank. It will be completed by a USG official.

Notices

Privacy Act Statement

The following statement is required by the Privacy Act of 1974 (5 U.S.C. 522). Information in this form is used to conduct screening of individuals and entities as required by applicable U.S. laws and implementing procedures to ensure that USAID funds do not inadvertently provide support to entities or individuals associated with terrorism. Public Law 109-446 §3(b)(2), 18 U.S.C. 2339A, 2339B, 2339C, Executive Orders 13224 and 12947, applicable Homeland Security Presidential Directives and other legislative or executive branch prohibitions on providing support or resources to, or engaging in transactions with, individuals or entities associated with terrorism constitute the authority for collecting this information. In addition, the Foreign Assistance Act of 1961 as amended (22 U.S.C. 2151 et seq.) provides USAID with broad discretion in granting foreign assistance and permits USAID to consider a range of foreign policy and national security interests in determining how to provide foreign assistance.

Disclosure of the information provided on this form will be done in accordance with USAID's System of Records Notice concerning the Partner Vetting System (72FR136) which establishes the routine uses and Privacy Act exceptions which apply to this system.

ATTACHMENT B

SUGGESTED NOTICE LANGUAGE

[The language below is suggested for notices to prime award recipients about proposed subawards. Notices to prime awardees about themselves should be modified as appropriate.]

Notice of Eligibility

I am writing with regard to _____, which your organization has proposed to receive an award of USAID assistance. USAID has determined that _____ is eligible to receive such assistance. This determination will remain in effect for three years to _____.¹ However, USAID reserves the right to rescind this approval in the event that USAID becomes aware of information indicating that the award is contrary to U.S. law or policy prohibiting support for terrorism. Furthermore, a new request for approval will be required if your organization wishes to extend this award or make a new award to _____ more than 12 months after [INSERT DATE OF FINAL VETTING RESULT].

This approval does not relieve your organization of its legal obligation to comply with U.S. Executive Orders and U.S. law prohibiting transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.

As required by the terms of your contract/agreement with USAID, please promptly notify me in the event of any change in the identity of _____'s "key individuals." I request that you also notify me if there is a material change in the program or operations of _____, or any development that might cause USAID to reconsider _____'s eligibility.

Notice of Ineligibility

I am writing with regard to _____, which your organization has proposed to receive USAID assistance. After careful consideration, USAID has determined that _____ is not eligible to receive assistance funded by USAID. We encourage you to identify another candidate to receive the proposed assistance.

¹ This sentence can be removed if notice applies to direct beneficiaries vetted under Section V.A(4) of the Mission Order.

ATTACHMENT C

CERTIFICATION

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

1. The Recipient, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.
2. The following steps may enable the Recipient to comply with its obligations under paragraph 1:
 - (a) Before providing any material support or resources to an individual or entity, the Recipient will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website: <http://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf>, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Recipient.
 - (b) Before providing any material support or resources to an individual or entity, the Recipient also will verify that the individual or entity has not been designated by the United Nations Security Council (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Osama 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/1267/1287ListEng.htm>.
 - (c) Before providing any material support or resources to an individual or entity, the Recipient will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.
 - (d) The Recipient also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.
3. For purposes of this Certification –
 - (a) "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials."
 - (b) "Terrorist act" means –
 - (i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>); or

- (ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or
 - (iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.
- (c) "Entity" means a partnership, association, corporation, or other organization, group or subgroup.
- (d) References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Recipient has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.
- (e) The Recipient's obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Recipient that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Recipient has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

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

Signed: _____ Date _____
(Typed Name and Title)
(Name of Organization)

ATTACHMENT D

MANDATORY CLAUSE

Prohibition against Support for Terrorism

- (a) The Contractor/Recipient is reminded that U.S. Executive Orders and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor/Recipient to ensure compliance with these Executive Orders and laws.
- (b) One of the applicable orders is Executive Order 13224, dated September 24, 2001. The website of the Office of Foreign Assets Control (OFAC) of the Department of Treasury contains the text of that order and a list of the individuals and entities designated thereunder. It also contains lists of individuals and entities designated under other anti-terrorism statutes, regulations and Executive Orders. See <http://www.treasury.gov/offices/enforcement/ofac/sdn/>.
- (c) USAID reserves the right to review, and either approve or reject, the following subawards if proposed under this contract/agreement: (i) any contract or subcontract in excess of \$25,000 with a non-U.S. organization or individual; and (ii) any grant or subgrant to a non-U.S. organization or individual, regardless of the dollar value. Furthermore, the written consent of USAID is required before certain other forms of assistance may be provided to a non-U.S. organization or individual. These include in-kind assistance such as renovation of an NGO's facilities, repair or replacement of a company's equipment, and certain training activities. The details of these requirements are described in notices issued by USAID/West Bank & Gaza from time to time. No approval (or failure to disapprove) by USAID shall relieve the Contractor/Recipient of its legal obligation to comply with applicable Executive Orders and laws.
- (d) USAID reserves the right to rescind approval for a subaward in the event that USAID subsequently becomes aware of information indicating that the subaward is contrary to U.S. law or policy prohibiting support for terrorism. In such cases, USAID's Contracting Officer will provide written instructions to the Contractor/Recipient to terminate the subaward.
- (e) USAID reserves the right to terminate this contract/agreement if USAID determines that the Contractor/Recipient is involved in or advocates terrorist activity or has failed to comply with any of the requirements of this provision.
- (f) This provision, including this paragraph (f), shall be included in all contracts, subcontracts, grants and subgrants issued under this contract/agreement. The Contractor/Recipient shall promptly provide to USAID's Contracting/Agreement Officer a copy of the pages from each subaward that contain this provision.

[In addition to the clauses set forth above, the following clause shall appear in each award made directly by USAID and each subaward made by a USAID prime contractor or recipient.]

- (g) The Contractor/Recipient agrees to promptly notify USAID's Cognizant Technical Officer (CTO) in the event of any change in the identity of its "key individuals" or in the identity of "key individuals" of any recipient of a subaward described in paragraph (c). For purposes of this requirement, "key individuals" means (i) principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer and secretary of the board of

directors or board of trustees); (ii) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director, president, vice president); (iii) the program manager or chief of party for the USAID-financed program; and (iv) any other person with significant responsibilities for administration of USAID-financed activities or resources. Note that this definition differs from the definition of "key personnel" under contracts and cooperative agreements.

[In addition to the clauses set forth above, the following clause shall be included in any contract, grant or cooperative agreement awarded by USAID (i.e. USAID prime awards only).]

- (h) Before awarding any grant or similar instrument providing [cash or in-kind assistance under this contract][cash assistance under this agreement], the Contractor/Recipient shall (1) obtain from the proposed subawardee the certification required under USAID's Acquisition and Assistance Policy Determination 04-14 (AAPD 04-14), "Certification Regarding Terrorist Financing Implementation E.O. 13224 (Revision 2)," and (2) provide a copy of the certification to USAID's Agreement/Contracting Officer.

ATTACHMENT E

MANDATORY CLAUSE (UN GRANTS)

[This provision is applicable to grants to the United Nations or UN agencies. It supplements the standard provision entitled "Terrorist Financing Clause (UN Grants) (May 2003)".]

Prohibition against Support for Terrorism (UN Grants)

- (a) USAID reserves the right to review, and either approve or reject, the following subawards if proposed under this agreement: (i) any contract or subcontract in excess of \$25,000 with a non-U.S. organization or individual; and (ii) any grant or subgrant to a non-U.S. organization or individual, regardless of the dollar value. Furthermore, the written consent of USAID is required before certain other forms of assistance may be provided to a non-U.S. organization or individual. These include in-kind assistance such as renovation of an NGO's facilities, repair or replacement of a company's equipment, and certain training activities. The details of these requirements are described in notices issued by USAID/West Bank & Gaza from time to time. No approval (or failure to disapprove) by USAID shall relieve the Recipient of its legal obligation to comply with applicable laws and regulations.
- (b) USAID reserves the right to rescind approval for a subaward in the event that USAID subsequently becomes aware of information indicating that the subaward is contrary to U.S. law or policy prohibiting support for terrorism. In such cases, USAID's Agreement Officer will provide written instructions to the Recipient to terminate the subaward.
- (c) USAID reserves the right to terminate this agreement if USAID determines that the Recipient has failed to comply with any of the requirements of this provision.
- (d) This provision, including this paragraph (d), shall be included in all contracts, subcontracts and subgrants issued under this agreement. The Recipient shall promptly provide to USAID's Agreement Officer a copy of the pages from each subaward that contain this provision.

[In addition to the clauses set forth above, the following clause shall be included only in the UN grant awarded by USAID, and each subaward directly awarded by the UN recipient.]

- (e) The Grantee agrees to promptly notify USAID's Cognizant Technical Officer (CTO) in the event of any change in the identity of "key individuals" of any recipient of a subaward described in paragraph (a). For purposes of this requirement, "key individuals" means (i) principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer and secretary of the board of directors or board of trustees); (ii) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director, president, vice president); (iii) the program manager or chief of party for the USAID-financed program; and (iv) any other person with significant responsibilities for administration of USAID-financed activities or resources. Note that this definition differs from the definition of "key personnel" under contracts and cooperative agreements.

[In addition to the clauses set forth above, the following clause shall be included only in the UN grant awarded by USAID.]

- (f) Before awarding any grant or similar instrument providing cash assistance under this agreement, the Recipient shall (1) obtain from the proposed subawardee the certification

APS Number: 2029421APS00001

People-to-People Partnership for Peace Fund Grants Activity

required under USAID's Acquisition and Assistance Policy Determination 04-14 (AAPD 04-14), "Certification Regarding Terrorist Financing Implementation E.O. 13224 (Revision 2)," and (2) provide a copy of the certification to USAID's Agreement Officer.

ATTACHMENT F

RESTRICTION ON FACILITY NAMES

- (a) No assistance shall be provided under this contract/agreement for any school, community center or other facility that is named after any person or group of persons that has advocated, sponsored or committed acts of terrorism. This includes any facility that has "shuhada" or "shaheed" ("martyr" or "martyrs") in its name, unless an exception is approved by the USAID Mission Director. In any case where assistance is proposed for a facility that is named after, or is planned to be named after, a person or group of persons, the Contractor/Recipient shall provide to USAID's cognizant technical officer (CTO) written information about the person(s) or group and shall not proceed with the assistance unless or until the CTO has provided written approval therefor. This restriction applies to all forms of cash or in-kind assistance, including construction services, equipment, supplies, technical assistance, and training.
- (b) In case of any failure to comply with this restriction, USAID may disallow any or all costs incurred by the Contractor/Recipient with respect to the facility and, if necessary, issue a bill for collection for the amount owed. This is in addition to any other remedies that may be available to USAID for such noncompliance.
- (c) This provision, including this paragraph (c), shall be included in all contracts, subcontracts, grants and subgrants issued under this contract/agreement. The Contractor/Recipient shall promptly provide to USAID's Contracting/Agreement Officer a copy of the pages from each subaward that contain this provision.



USAID | WEST BANK/GAZA

ADDENDUM #1 TO AMENDED AND RESTATED MISSION ORDER NO. 21

Subject: Mission Order No. 21 on Anti-Terrorism Procedures

References: USAID/WBG Amended and Restated Mission Order No. 21, dated October 3, 2007 (the "Mission Order") and references contained therein.

Effective Date: September 20, 2017

I. PURPOSE

Recent events have caused the Mission to reassess current practices involved in protecting USG funds from diversion to terrorist organizations. In consultation with the Consulate in Jerusalem, as well as the ME Bureau and other stakeholders, the Mission has determined that increasing the scope of current vetting procedures would address certain risks that have previously not been adequately identified or addressed. Thus, the purpose of this Addendum is to expand the application of the existing Mission Order to certain U.S. organizations which had previously not been required to be vetted. Terms used but not defined herein have the meanings assigned to them in the Mission Order.

II. DEFINITIONS

- A. "Field Based Staff" means any Key Individual, regardless of nationality, that:
- (1) Is an employee of a U.S.-Based Organization office in the Local Area; or
 - (2) Is assigned to work in the Local Area for a majority of the life of a relevant award; or
 - (3) Intends to spend more than 6 months of his or her time (cumulatively) during any 12 month period working in the Local Area; or
 - (4) Is a consultant or adviser that is based in the Local Area with regards to the relevant award.
- B. "Local Area" means the area within the legal boundaries of the country of Israel, the city of Jerusalem, or the Palestinian territories of the West Bank or Gaza.
- C. "U.S.-Based Organization(s)" means an entity that is, or an entity whose parent affiliate is, organized under the laws of the U.S. or any jurisdiction within the U.S., with the exception of Public International Organizations (PIOs) as defined in ADS 308.

U.S. Agency for International Development
American Embassy
71 Hayarkon Street
Tel Aviv, Israel 63903
Tel. 972-3-511-4848
Fax. 972-3-511-4888

III.EXPANDED VETTING REQUIREMENTS

A. The Mission Order's provisions on vetting are hereby expanded such that USAID's review and approval of all awards and subawards, whether cash or in-kind, will now include U.S.-Based Organizations, subject to provisions III.B-D below.

B. The Mission Order's provision on vetting Key Individuals of US-Based Organizations shall only apply to Field Based Staff of such US-Based Organizations.

(1) For the avoidance of doubt, the Mission Order's provisions on vetting shall not apply to U.S. individuals who are recipients of training, invitational travel or other non-contract or grant related awards.

C. This Addendum #1 shall apply to (1) all current and active awards that are not scheduled to expire during fiscal year 2017, and (2) all new awards, as of the date of this Addendum #1.

D. Any exceptions or further rules relating to applicability, minimum award amounts, or other Mission Order terms applicable to non-U.S. organizations shall also apply to U.S.-Based Organizations.

VI.APPROVAL

This Addendum to the amended and restated Mission Order No. 21 was approved by the Deputy Administrator, USAID, in the capacity of Senior Agency Vetting Official.

Attachments:

Tab 1 –USAID/WBG Mission Order 21

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People-to-People Partnership for Peace Fund Grants Activity

ANNEX 4 – Nita M. Lowey Middle East Partnership For Peace Act of 2020

DRAFT

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1 TITLE VIII
2 NITA M. LOWEY MIDDLE EAST PARTNERSHIP
3 FOR PEACE ACT OF 2020

4 SHORT TITLE

5 SEC. 8001. This title may be cited as the “Nita M.
6 Lowey Middle East Partnership for Peace Act of 2020”.

7 FINDINGS

8 SEC. 8002. Congress finds the following:

9 (1) Economic development in conflict settings
10 has been shown to support stabilization by empow-
11 ering entrepreneurs, growing the middle class, and
12 mitigating unemployment.

13 (2) In 2018, unemployment in the Palestinian
14 territories was 32.4 percent. Gross Domestic Prod-
15 uct (GDP) growth in the Palestinian territories de-
16 clined from 2017 to 2019, and it is projected to fur-
17 ther decline in 2020.

18 (3) According to the World Bank Ad Hoc Liai-
19 son Committee’s April 2019 Economic Monitoring
20 Report, “to achieve sustainable economic growth, in
21 the Palestinian territories, growth and job creation
22 going forward will need to be private sector driven”.

23 (4) According to the 2018 Joint Strategic Plan
24 of the Department of State and the United States
25 Agency for International Development, “assistance

1 can help prevent new recruitment to terrorist organi-
2 zations, reduce levels of violence, promote legitimate
3 governance structures that strengthen inclusion, and
4 reduce policies that marginalize communities”.

5 (5) Although economic development is an im-
6 portant tool for stabilizing conflict-prone settings
7 and establishing connections between communities,
8 economic development by itself will not lead to last-
9 ing peace. People-to-people peace-building programs
10 further advance reconciliation efforts by promoting
11 greater understanding, mutual trust, and coopera-
12 tion between communities.

13 (6) While the United States and its inter-
14 national partners continue to support diplomatic and
15 political negotiations between the representatives of
16 the parties to the Israeli-Palestinian conflict, such
17 efforts require broad popular support among the
18 people on the ground to succeed.

19 (7) Achieving sustainable, high-level agreements
20 for lasting peace in the Middle East must come
21 through, and with the support of, the people who
22 live there, and the United States and its inter-
23 national partners can help the people of the region
24 build popular support for sustainable agreements for
25 lasting peace.

1 in order to benefit the Palestinian, American, and
2 Israeli peoples and economies.

3 PEOPLE-TO-PEOPLE PARTNERSHIP FOR PEACE FUND

4 SEC. 8004. Chapter 4 of part II of the Foreign As-
5 sistance Act of 1961 (22 U.S.C. 2346 et seq.) is amended
6 by adding at the end the following:

7 **“SEC. 535 PEOPLE-TO-PEOPLE PARTNERSHIP FOR PEACE**
8 **FUND.**

9 “(a) ESTABLISHMENT.—Beginning on the date that
10 is one year after the date of enactment of this section,
11 the Administrator of the United States Agency for Inter-
12 national Development is authorized to establish a program
13 to provide funding for projects to help build the founda-
14 tion for peaceful co-existence between Israelis and Pal-
15 estinians and for a sustainable two-state solution. The
16 program established under this subsection shall be known
17 as the ‘People-to-People Partnership for Peace Fund’ (re-
18 ferred to in this section as the ‘Fund’).

19 “(b) ELIGIBILITY FOR SUPPORT.—In providing fund-
20 ing for projects through the Fund, the Administrator may
21 provide support for qualified organizations, prioritizing
22 those organizations that seek to build better cooperation
23 between Israelis and Palestinians, including Palestinian
24 organizations, Israeli organizations, and international or-
25 ganizations that bring Israelis and Palestinians together.

1 “(c) ADDITIONAL ELIGIBILITY FOR SUPPORT.—In
2 providing funding for projects through the Fund, the Ad-
3 ministrator may additionally provide support to qualified
4 organizations that further shared community building,
5 peaceful co-existence, dialogue, and reconciliation between
6 Arab and Jewish citizens of Israel.

7 “(d) CONTRIBUTIONS.—The Administrator—

8 “(1) is encouraged to work with foreign govern-
9 ments and international organizations to leverage
10 the impact of United States resources and achieve
11 the objectives of this section; and

12 “(2) is authorized to accept contributions for
13 the purposes of the Fund, consistent with subsection
14 (d) of section 635.

15 “(e) ADVISORY BOARD.—

16 “(1) ESTABLISHMENT.—The Administrator
17 shall establish an advisory board to make rec-
18 ommendations to the Administrator regarding the
19 types of projects that should be considered for fund-
20 ing through the Fund.

21 “(2) MEMBERSHIP.—

22 “(A) IN GENERAL.—Subject to subpara-
23 graph (B), the advisory board shall be com-
24 posed of 13 members, none of whom may be

1 Members of Congress, who shall be appointed
2 for renewable periods of 3 years, as follows:

3 “(i) One member to serve as chair,
4 appointed by the Administrator, in con-
5 sultation with the Secretary of State.

6 “(ii) One member appointed by the
7 chair, and one member appointed by the
8 ranking member, of the Committee on For-
9 eign Relations of the Senate.

10 “(iii) One member appointed by the
11 chair, and one member appointed by the
12 ranking member, of the Committee on For-
13 eign Affairs of the House of Representa-
14 tives.

15 “(iv) One member appointed by the
16 chair, and one member appointed by the
17 ranking member, of the Committee on Ap-
18 propriations of the Senate.

19 “(v) One member appointed by the
20 chair, and one member appointed by the
21 ranking member, of the Committee on Ap-
22 propriations of the House of Representa-
23 tives.

24 “(vi) One member appointed by the
25 majority leader, and one member ap-

1 pointed by the minority leader, of the Sen-
2 ate.

3 “(vii) One member appointed by the
4 Speaker, and one member appointed by the
5 minority leader, of the House of Rep-
6 resentatives.

7 “(B) INTERNATIONAL PARTICIPATION.—
8 The Administrator may appoint up to two addi-
9 tional members to the advisory board who are
10 representatives of foreign governments or inter-
11 national organizations for renewable periods of
12 3 years.

13 “(C) QUALIFICATIONS.—Members of the
14 advisory board shall have demonstrated regional
15 expertise and experience and expertise in con-
16 flict mitigation and people-to-people programs,
17 and shall not receive compensation on account
18 of their service on the advisory board.

19 “(f) USAID MISSION RECOMMENDATIONS.—The
20 Administrator shall consider the input and recommenda-
21 tions from missions of the United States Agency for Inter-
22 national Development in the region and mission directors
23 regarding projects that should be considered for funding
24 through the Fund.

1 “(g) COORDINATION.—The Administrator shall co-
2 ordinate with the Secretary of State in carrying out the
3 provisions of this section.”.

4 JOINT INVESTMENT FOR PEACE INITIATIVE

5 SEC. 8005. (a) ESTABLISHMENT.—Beginning on the
6 date that is 180 days after the date of the enactment of
7 this Act, the Chief Executive Officer of the United States
8 International Development Finance Corporation (referred
9 to in this section as the “Chief Executive Officer” and
10 the “Corporation”, respectively) is authorized to establish
11 a program to provide investments in, and support to, enti-
12 ties that carry out projects that contribute to the develop-
13 ment of the Palestinian private sector economy in the
14 West Bank and Gaza. The program established under this
15 subsection shall be known as the “Joint Investment for
16 Peace Initiative” (referred to in this section as the “Initia-
17 tive”) and shall be subject to all existing terms, conditions,
18 restrictions, oversight requirements, and applicable provi-
19 sions of law, including the Better Utilization of Invest-
20 ments Leading to Development Act of 2018 (22 U.S.C.
21 9611 et seq), including through strict adherence to the
22 less-developed country focus under section 1412(c) of such
23 Act.

24 (b) PARTICIPATION REQUIREMENT.—In carrying out
25 the Initiative, the Chief Executive Officer shall ensure par-

1 ticipation by small and medium-sized enterprises owned
2 by Palestinians, which may include the technology sector,
3 the agriculture sector, and other high value-added or
4 emerging industries.

5 (c) PRIORITY.—In carrying out the Initiative, the
6 Chief Executive Officer shall prioritize support to projects
7 that increase economic cooperation between Israelis and
8 Palestinians.

9 (d) USE OF EXISTING AUTHORITIES.—In carrying
10 out the Initiative, the Chief Executive Officer shall utilize
11 the authorities under section 1421 of the Better Utiliza-
12 tion of Investments Leading to Development Act of 2018
13 (22 U.S.C. 9621), including to—

14 (1) select a manager of the Initiative;

15 (2) oversee and direct the operation of the Ini-
16 tiative consistent with such Act and other provisions
17 of law;

18 (3) provide the Initiative with loans, guaranties,
19 equity, and insurance, as appropriate, to enable the
20 Initiative to attract private investment;

21 (4) support the private sector in entering into
22 joint ventures between Palestinian and Israeli enti-
23 ties; and

1 (5) carry out the purposes of the Initiative con-
2 sistent with the provisions of this section and other
3 applicable provisions of law.

4 (e) ANNUAL REPORT.—

5 (1) IN GENERAL.—Not later than December 31,
6 2021, and each December 31 thereafter until De-
7 cember 31, 2031, the Chief Executive Officer shall
8 submit to the appropriate congressional committees
9 a report that describes the following:

10 (A) The extent to which the Initiative has
11 contributed to promoting and supporting Pales-
12 tinian economic development.

13 (B) The extent to which the Initiative has
14 contributed to greater integration of the Pales-
15 tinian economy into the international rules-
16 based business system.

17 (C) The extent to which projects that in-
18 crease economic cooperation between Palestin-
19 ians and Israelis and between Palestinians and
20 Americans have been prioritized, including
21 through support to the private sector to enter
22 into joint ventures.

23 (D) Information on the following:

24 (i) Investments received and provided
25 through the Initiative.

1 (ii) The mechanisms established for
2 transparency and accountability of invest-
3 ments provided through the Initiative.

4 (E) The extent to which entities supported
5 by the Initiative have impacted the efficacy of
6 people-to-people programs.

7 (F) To the extent practicable, an assess-
8 ment of the sustainability of commercial en-
9 deavors that receive support from the Initiative.

10 (G) A description of the process for vetting
11 and oversight of entities eligible for support
12 from the Initiative to ensure compliance with
13 the requirements of section 8006(b) of this Act.

14 (2) FORM.—The reports required under this
15 subsection shall be submitted in unclassified form,
16 without the designation “For Official Use Only” or
17 any related or successor designation, but may be ac-
18 companied by a classified annex.

19 (f) TERMINATION.—

20 (1) IN GENERAL.—The Initiative shall termi-
21 nate at the end of the fiscal year that is 10 years
22 after the date on which the Chief Executive Officer
23 makes the first investment under the Initiative.

24 (2) EXCEPTION.—The Chief Executive Officer
25 is authorized to continue to manage investments

1 made under the Initiative on and after the date
2 specified in paragraph (1).

3 (g) COORDINATION.—The Chief Executive Officer
4 shall coordinate with the Secretary of State and the Ad-
5 ministrator of the United States Agency for International
6 Development in carrying out the provisions of this section.

7 LIMITATIONS, VETTING, COORDINATION, AND OVERSIGHT

8 SEC. 8006. (a) LIMITATIONS.—None of the funds
9 made available to carry out this title, or any amendment
10 made by this title, may be used to provide—

11 (1) financial assistance to the national govern-
12 ment of any foreign country;

13 (2) assistance for—

14 (A) any individual or group the Secretary
15 of State determines to be involved in, or advo-
16 cating, terrorist activity; or

17 (B) any individual who is a member of a
18 foreign terrorist organization (as designated
19 pursuant to section 219 of the Immigration and
20 Nationality Act (8 U.S.C. 1189)); or

21 (3) assistance for the Palestinian Authority or
22 the Palestine Liberation Organization.

23 (b) APPLICABLE REGULATIONS.—Assistance made
24 available under this title, and any amendment made by
25 this title, shall adhere to the mission directives and vetting

1 practices for assistance for the West Bank and Gaza, as
2 set forth by the United States Agency for International
3 Development.

4 (c) COORDINATION.—

5 (1) The Chief Executive Officer of the United
6 States International Development Finance Corpora-
7 tion, acting through the Chief Development Officer
8 of such Corporation, shall coordinate with the Ad-
9 ministrator of the United States Agency for Inter-
10 national Development and the Secretary of State to
11 ensure that all expenditures from the Joint Invest-
12 ment for Peace Initiative comply with this section.

13 (2) To the extent practicable, the Administrator
14 of the United States Agency for International Devel-
15 opment and the Chief Executive Officer of the
16 United States International Development Finance
17 Corporation should coordinate and share information
18 in advance of providing resources through the Peo-
19 ple-to-People Partnership for Peace Fund and the
20 Joint Investment for Peace Initiative.

21 (d) REPORT.—

22 (1) IN GENERAL.—Not later than 90 days after
23 the end of the first fiscal year in which both the
24 People-to-People Partnership for Peace Fund and
25 the Joint Investment for Peace Initiative are in ef-

1 fect, and annually thereafter, the Administrator of
2 the United States Agency for International Develop-
3 ment and the Chief Executive Officer of the United
4 States International Development Finance Corpora-
5 tion shall, in coordination with the Secretary of
6 State, jointly submit to the appropriate congress-
7 sional committees a report in writing that de-
8 scribes—

9 (A)(i) lessons learned and best practices
10 developed from funding for projects under the
11 People-to-People Partnership for Peace Fund
12 during the prior fiscal year; and

13 (ii) the extent to which such projects have
14 contributed to the purposes of the People-to-
15 People Partnership for Peace Fund;

16 (B)(i) lessons learned and best practices
17 developed from investments provided under the
18 Joint Investment for Peace Initiative during the
19 prior fiscal year; and

20 (ii) the extent to which such investments
21 have contributed to the purposes of the Joint
22 Investment for Peace Initiative; and

23 (C) how the United States International
24 Development Finance Corporation and the
25 United States Agency for International Devel-

1 opment coordinate and share information with
2 respect to the People-to-People Partnership for
3 Peace Fund and the Joint Investment for Peace
4 Initiative.

5 (2) CONSULTATION.—The Administrator of the
6 United States Agency for International Develop-
7 ment, in consultation with the Secretary of State,
8 shall consult with the advisory board established by
9 subsection (e) of section 535 of the Foreign Assist-
10 ance Act of 1961 (as added by section 8004 of this
11 Act) to inform the reports required by paragraph
12 (1).

13 APPROPRIATE CONGRESSIONAL COMMITTEES DEFINED

14 SEC. 8007. In this title, the term “appropriate con-
15 gressional committees” has the meaning given that term
16 in section 1402 of the Better Utilization of Investments
17 Leading to Development Act of 2018 (22 U.S.C. 9601).

18 AUTHORIZATION OF APPROPRIATIONS

19 SEC. 8008. (a) IN GENERAL.—There is authorized
20 to be appropriated to carry out this title, and the amend-
21 ments made by this title, \$50,000,000 for each of the first
22 5 fiscal years beginning after the date of the enactment
23 of this Act.

24 (b) CONSULTATION REQUIREMENT.—Not later than
25 90 days after enactment of this Act, and prior to the obli-

1 gation of funds made available to implement this title, the
2 Administrator of the United States Agency for Inter-
3 national Development and the Chief Executive Officer of
4 the United States International Development Finance
5 Corporation, in coordination with the Secretary of State,
6 shall consult with the Committees on Appropriations on
7 the proposed uses of funds.

8 (c) ADMINISTRATIVE EXPENSES.—Not more than 5
9 percent of amounts authorized to be appropriated by sub-
10 section (a) for a fiscal year should be made available for
11 administrative expenses to carry out section 535 of the
12 Foreign Assistance Act of 1961 (as added by section 8004
13 of this Act).

14 (d) AVAILABILITY.—Amounts authorized to be ap-
15 propriated by subsection (a) for a fiscal year are author-
16 ized to remain available for such fiscal year and the subse-
17 quent 4 fiscal years.