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NISHORGO SUPPORT PROJECT

COMPETITIVE GRANTS MANUAL FOR
LANDSCAPE DEVELOPMENT FUND (LDF) GRANT
PROGRAM

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NISHORGO SUPPORT PROJECT:

COMPETITIVE GRANTS MANUAL FOR LANDSCAPE DEVELOPMENT FUND (LDF) GRANT PROGRAM

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1. INTRODUCTION AND CONTEXT

This document provides program guidelines and application procedures for the Grants to be administered through the Landscape Development Fund (LDF) of the Nishorgo Support Project (NSP), a project designed to support the Nishorgo Program of the Forest Department of the Government of Bangladesh.

The Nishorgo Program aims to improve the management of the country's Protected Areas (PA) of all kinds. At the heart of Nishorgo is a focus on building partnerships between the Forest Department and key local and national stakeholders that can assist in conservation efforts. Nishorgo is the overall program of the Forest Department for improving the management and conservation of Bangladesh's protected areas with the general goal of ensuring a coherent and integrated PA strategy.

The Nishorgo Program was officially launched in Bhawal National Park on February 24, 2004 with the motto "Saving Nature for Future Generations." The Program activities include a comprehensive effort to conserve protected forests and adjacent landscapes through co-management by the Forest Department and organized communities of local stakeholders. Co management plans seek to conserve biological diversity while providing economic sustainability for the local people. The program was designed through close consultation among the Ministry of Environment & Forests (MOEF), Forest Department and USAID. As the name "*nishorgo*" implies, the Program is in essence an enhancement and preservation of the unique beauty and biodiversity of the tropical forests of Bangladesh for future generations. Further, Nishorgo will also promote the beauty of these natural forests through facilitating nature visits and ecotourism. The stakeholders will get ownership of the program not only in terms of benefit sharing but also through management decisions that will be taken collaboratively with the framework of co management structures established with the assistance of NSP.

The Government of Bangladesh and USAID/Bangladesh are providing technical support to key aspects of the Nishorgo Program through the Nishorgo Support Project. NSP works closely with the Forest Department and key conservation stakeholders to develop and implement a co-management approach to help conserve the country's large tracts of Protected Areas, where partnerships for conservation are essential. The Project is working at five initial pilot sites to begin adapting a Protected Area co-management approach for Bangladesh, including those listed here. A sixth site may be added in the fourth year of the Project. Current sites include:

- Lawachara National Park
- Rema Kelanga Wildlife Sanctuary
- Satchuri National Park
- Teknaf Game Reserve
- Chunati Wildlife Sanctuary

Under the terms of the Contract, International Resources Group (IRG) was engaged to provide technical assistance and other support to implement NSP and to achieve the targeted objectives and results of the project. IRG is working with a number of subcontractors to provide this assistance and to implement NSP activities, including CODEC, NACOM and RDRS.

NSP aims to improve biodiversity conservation and livelihoods in Bangladesh through activities contributing to five project components. As per the Scope of Work of this Project, the five components of the Project are as follows:

1. Development of a Co-Management Planning and Implementation Model
2. Interventions and Investments for Improved Ecosystem Management
3. The Enabling Policy Environment for Co-Management Enhanced
4. Laying the Foundation for a Conservation Constituency in Bangladesh
5. Ensuring Institutionalization of Co-Management

Local currency resources have been allocated to the Forest Department to support two additional objectives to be overseen by the Government, including

- * Build or reinforce the infrastructure within Protected Areas that will enable better management and provision of visitor services at co managed sites
- * Design and implement a program of habitat management and restoration for pilot Protected Areas

The NSP grants program is designed to complement this expected local currency funding that will be mobilized by the Forest Department to finance trails, visitor centers, office rehabilitation and other infrastructure improvements in the Protected Areas.

In order to support achievement of Component 2 of the Project, IRG's original proposal (subsequently incorporated by reference into the contract) proposed a "Landscape Development Fund". The use of this Fund was described on page 20 of IRG's proposal as follows:

The IRG Team will suggest a suitable methodology (revolving fund, for example) to finance alternative income generating (AIG) and ecosystem development activities (including financial feasibility of any proposed activity). The credit system will adapt successful aspects of existing credit programs run by CARITAS, RDRS and CODEC. A revolving fund will be set up to keep these AIG activities and other ecosystem improvements going over the medium-term.

The GOB recently passed the necessary orders to operationalize the Tree Farming Fund (TFF) guidelines developed under FSP. A similar approach could be used to set up a Landscape Development Fund (LDF) for AIG activities. Such a Fund would provide RMOs with resources for community development programs. It will receive initial funds from the project and would act as a mechanism for ensuring sustainability of project activities even after the project is over. IRG has allocated \$300,000 as startup funding for the Fund. The LDF will be linked to other rural development programs including micro-credit activities being implemented in the project area. Short-term loans to the members of a RMO will allow their initial capital to grow and become an economic asset, thereby reducing the RMO's dependence on project funding.

The IRG Team continues to adhere to the same goals as stated in this proposal, viz the development of mechanisms for sustainably undertaking ecosystem management improvements in the PA landscapes and increasing the alternative income generation options for those people previously depending on PA forests for their livelihoods.

While the results to be achieved have not changed, IRG's strategy for achieving them have evolved, based on the following observations:

- Expecting a newly formed Co-management Committee to act as a micro-finance institution is unrealistic, in light of the complexity of such an effort and the time and skill it takes to build such capacity;
- Bangladesh has ample micro-finance delivery systems in the rural areas, so viable opportunities for investments that can generate AIG opportunities can be enhanced by microfinance from other institutions rather than being directly supplied by the Committees using LDF resources. Indeed, IRG's stated strategy has been to leverage microfinance for low income households from these existing microfinance institutions, and this process appears to be under way;
- As part of the social mobilization process, the NSP team has extensive and strong support to formation of small Forest User Groups (FUGs) of low income resource users at all PA sites. AIG demonstration activities have for some time been undertaken directly with these FUGs, so the immediate objectives of providing opportunities to the poor and stimulate ecosystem improvements is covered already without use of the LDF. These short term demonstration activities will soon be complemented by leveraged microfinance from existing institutions;
- The recognized Co-Management Committees have developed a range of income earning opportunities associated with conservation of the Protected Areas. These include profits from sales of tourist items associated with Nishorgo (postcards, hats, shirts, booklets, etc.) as well as retention of a proportion of entry fees to the PAs (this benefit stream not yet approved by Ministry of Finance). So the Committees are well positioned to provide a "match" in terms of labor and financial resources for any possible USAID grants.

In light of these observations, the IRG Team strategy for achieving ecosystem improvements, including alternative income generation (AIG) opportunities, includes the following three broad thrusts:

1. *Grants to Co-Management Committees for community interventions in the landscape:* These grants, to be provided by the LDF, would provide support to improved community incentives for conservation in the landscape through the Co-Management Committees.
2. *Demonstration and training resources for AIG activities by households via FUGs, followed by leveraged micro-finance for the same:* The Project has already provided AIG opportunities to low income households in the landscape through demonstration and training activities, including (where appropriate) the provision of in-kind support to low income group members where complemented by group member labor or other resource contributions. This demonstration activities is to be followed by leveraged micro-finance from existing MFIs to the same FUGs and other new FUGs in the landscape.
3. *Small and medium enterprise (SME) development support* through technical advice and linkages to existing microfinance institutions (MFIs): Provide support to additional enterprise development and enhancement by providing technical advice to entrepreneurs in the landscape and by linking entrepreneurs at PA level to MFIs and to buyers/exporters at regional and national level.

These are the three principal elements of the NSP approach to achieving targets against Component Two of the contract.

The purpose of this document is to explain how the LDF will be used directly to support the first of these three thrusts: the provision of grants to the Co-Management Committees for landscape and ecosystem level interventions to benefit communities.

Thrusts two and three are already being supported by the Project under other forms of assistance to beneficiaries and will be continued.

For the purposes of advancing against thrust 1, the the Project is mobilizing the Landscape Development Fund (LDF) for use in grants to finance investments on behalf of key stakeholders in the landscape. Grants under the LDF are to be made to those qualified Co-Management Committees within the Nishorgo pilot sites.

1.1 CONTRACTUAL PROVISIONS

As noted above, grant resources for a "Landscape Development Fund" was allocated in the contract between IRG and USAID. Under the original terms of that contract, the LDF was to be administered by the IRG subcontractor Caritas. Caritas subsequently withdrew from its subcontract to IRG under the Nishorgo Support Project. Subsequently, LDF grant resources were split in two equal parts and added to the budgets of RDRS and CODEC, with approval of this budgeting change granted by USAID.

The grants program will follow the requirements of USAID's Automated Directives Systems (ADS) 201302.56 and 303, the Standard provisions for Non-U.S. Governmental Recipients, and the provisions of the USAID/Nishorgo contract and applicable U.S. and local law. All rules and regulations, including the "Administration of Assistance Awards to U.S. Non-Governmental Organizations" will apply to the extent practicable for these awards.

All small grants agreements shall include a copy of the standard provisions. Key sections of the Required as Applicable provisions include:

- Payment – Reimbursement
- Procurement of Goods and Services
- USAID Eligibility Rules for Goods and Services
- Local Procurement
- Publication and Media Releases
- Negotiated Overhead Rates – Provisional
- Title to and use of Property
- Cost Sharing (Matching)
- Public Notices
- Program Income

In addition to relevant clauses found in ADS Chapter 303 – Grants and Cooperative Agreements to non-governmental organizations (NGOs), the NSP Grant Program will adhere to the following conditions:

- (a) The following requirements apply to any grant to be awarded by a Contractor under this contract:

1. USAID shall have substantial involvement in the establishment of selection criteria and shall approve the selection of grant recipients.
2. USAID retains the right to terminate the grant activity (activities) unilaterally in extraordinary circumstances.
3. The Contractor is not authorized to execute or administer Cooperative Agreements on USAID's behalf.
4. Requirements which apply to USAID-executed grants shall also apply to grants signed by the Contractor.

(b) Grant Format and Marking:

1. Grant formats for each type of proposed grant under the contract (e.g., Small Grants or Fast Track grants to Co Management Committees) have been attached in the Annexes.
2. In each awarded grant, the Contractor shall clearly state in the grant that resources for the grant have been donated by USAID. This is evident in the Agreement formats shown in Annex X and XI.

1.2 TYPES OF GRANTS TO BE ADMINISTERED UNDER THE NSP GRANT PROGRAM

Under the NSP, the International Resources Group (IRG), via its subcontractors RDRS and CODEC anticipates administering grants only to established and approved Co Management Committees from the NSP pilot sites listed above.

All requests for funding should be responsive to some or all the following general selection criteria and related factors:

- The proposed grant funded activities directly contribute to the achievement of project results and is consistent with the overall NSP objectives.
- The proposed grant should result in an outcome that is widely and easily recognized as a contribution of the Co-Management Committee.
- The request addresses sustainable and tangible impacts, particular in support of Protected Area conservation and management.
- The request targets those stakeholders within the relevant interface landscape that are or may be directly involved with conservation of the Protected Area.
- The request addresses potential advantages for women, youth and other marginalized groups.
- The request takes into account cross-cutting issues and potential synergies, such as complementary investments related to infrastructure improvements, microfinance for AIG and the promotion of co management activities.
- The request takes account, where relevant, available micro-finance from existing micro-finance institutions (MFIs)
- The request includes counterpart contributions either in kind (such as labor) or in cash (to be derived from fees and revenues from entry, parking, hiking and other prescribed activities supervised by the Co Management Committees or other locally generated revenues and contributions)

- The request includes elements of community participation, innovation and entrepreneurial spirit associated with the proposed activities of the potential grantees.

1.3 PROGRAM ACTIVITIES THAT CAN BE FINANCED UNDER THE NSP GRANT PROGRAM

Program activities must meet the following three basic screening criteria to be financed under the grant program:

1. The grant must result in an outcome that can be directed associated back to the Co-Management Committee as the source of the contribution. The beneficiaries should clearly recognize that the intervention was the work of the Committee.
2. Other things being equal, an activity with more beneficiaries and smaller per household benefit is to be preferred over activities with fewer beneficiaries and larger per household benefit. Generally speaking, the more beneficiaries that can associate the Co-Management Committee with working towards improving the lives of local people, the more will see the conservation goals of the Committee in a favorable light.
3. Beneficiaries should have some direct or plausible role in contributing to conservation of the Protected Area. Those directly patrolling or otherwise protecting the Areas should be given the highest priority, but others contributing indirectly may also benefit. But a plausible link between beneficiary and conservation of the Protected Area should be clear.

In illustrative list of the program activities that can be financed under the NSP LDF Grants Program follows here:

- Plantations in the landscape that would provide a secure source of fuel wood for low income households currently extracting fuel wood from the forests;
- Establishment of community woodlots, forest stand improvement, or ecological restoration that benefits local people
- Restoration and rehabilitation of degraded sites in the surrounding landscape to the protected area
- School improvements, health clinics, health facilities (including toilets or other sanitation improvements), water system improvements (wells, water conduits, irrigation ditches), infrastructure to support ecotourism enterprise, small link trails or roads, or other community investments that generate social or economic benefits for multiple members of the community and increase incentives for community participation in PA conservation and management.
- Libraries or resource centers for youth clubs or others near the Protected Areas
- Physical infrastructure that would enable local stakeholder shops/stalls to operate in approved areas in/near the Protected Areas.
- Small investments to preserve existing ponds, canals or lakes.
- Programs to expand availability of fuel efficiency or alternative energy to replace fuel wood consumption in the landscape.

- Establishment of tube well or other clean water access for a village or villages where clean water is difficult to access
- Small improvements to water drainage or sewer drainage in areas facing health problems from the lack of such facilities
- A program to expand the availability of medicinal plants in the surrounding landscape in a way that would reduce the need for more expensive commercial pharmaceuticals
- Organization, equipping and launching of educational, training and awareness raising activities designed to enhance community participation in Protected Area conservation and management
- Experimentation, testing and demonstration of pilot Alternative Income Generation activities as a precursor to widespread investment by local entrepreneurs and households
- Construction of shelters, pathways, access points, or other small scale facilities deemed essential for the effective protection, conservation and improved management of the targeted Protected Area and the generation of sustainable income via eco-tourism or nature tourism.
- Training and capacity building.

1.4 INELIGIBLE ACTIVITIES AND PURCHASES

- Activities that constitute a conflict of interest with the staff or the consultants of the NSP.
- Activities that benefit only a small and restricted number of residents of the area.
- Illegal activities as defined by the GOB and/or USAID.
- Activities that contribute to the destruction, deterioration or the degradation of natural resources and/or environment, including any that run have likely negative environmental or social impacts
- Any other activities or purchases that are deemed ineligible by USAID/Bangladesh.
- Subsidies to organizations that are not legally recognized in host country.
- Military equipment, police equipment, abortion equipment and services, gambling equipment, climate modifier equipment.
- Restricted purchases subject to approval include: agricultural products, motorized vehicles, pharmaceutical products, used equipment, North American surplus equipment, and fertilizer.

2. NISHORGO SMALL GRANTS

The Nishorgo Support Program Small Grants component will provide grant funds to Co Management Committees for innovative, cutting-edge, catalytic initiatives that can be used as models for replication or be further developed by other organizations, or that can be expanded to new Protected Area sites in other areas of the country. These activities will link with the GOB Forest Department Nishorgo Program and will support the objectives of the overall Nishorgo Program and specific results of the NSP.

An illustrative list of the types of activities that the Small Grants component might fund are shown in Section 1.3 above.

2.1 NSP GRANTS AWARD CYCLE

IRG will employ a rolling award cycle for NSP grants and accept applications throughout the life of the NSP or until funds are no longer available. While unsolicited applications may be considered for award, in most cases applications will be in response to specific NSP initiatives designed to support and strengthen Co Management Committees with the aim of achieving specific NSP activities, particularly in relation to livelihoods and AIG. The RFA will be approved by USAID prior to publication, as per ADS 303.3.4. In order to encourage the application process and effectiveness of the small grants, the RFA will be clearly written and concise and adapted to the capacity of targeted Co-Management Committees. Depending on the scope of the activities, IRG will develop a communication strategy to encourage the involvement of potential recipients and to establish a competitive environment for receiving application and awarding grants. For example, RFAs may be promoted through training workshops, field based extension efforts or in association with other ongoing NSP project activities.

2.2 FUNDING THRESHOLDS, LIQUIDATION AND CLOSE OUT FOR NSP GRANTS

Grants made to Bangladeshi organizations will be funded in local currency. Grants will range from a minimum size of 300,000 Taka to a maximum of 1,400,000 Taka.

Small Grants are generally for less than one year in duration and shall be provided to assist in the achievement of a desired result related to NSP project objectives, especially in the area community involvement in protected area conservation. Each grant project will require submitting monthly/bi-monthly/quarterly progress report as necessary. Grants for one year or longer will require quarterly liquidation, drawdown and reporting and closeout procedures will be detailed in the grant agreement.

All small grants can be terminated unilaterally by USAID. All grants must be completed by the grantee and closed out in collaboration with the NSP team prior to the estimated completion date of the base or option contract period (currently May 30, 2008). Within this time frame, follow-up grants may be permitted for activities that show results and assist in the achievement of Project results. Funds for Small Grants may be advanced for up to 90% of the allocated amount.

3. FAST ACTION GRANTS

NSP will also fund Fast Action grants under a shortened format that allows for fast processing for specialized one-time performance-based activities. Activities funded by Fast Action grants can be categorized as limited in scope, of short duration or requiring a quick decision to allow for timely implementation. Potential recipients of fast action grants will include only Co-Management Committees.

3.1 FAST ACTION GRANTS AWARD CYCLE

Fast Action grants will be funded through the same rolling application process and RFA as grants (see 2.1, above). Unsolicited proposals may be considered as well.

3.2 FUNDING THRESHOLDS, LIQUIDATION AND CLOSE OUT PROCEDURES FOR FAST ACTION GRANTS

Fast Action grants will be awarded only for activities under 300,000 Taka.

Funds for Fast Action grants may be reimbursed upon completion of the proposed activities. However, grants may be partially reimbursed upon satisfactory completion of the milestones of the proposed project. The remaining, approved funds will be reimbursed upon completion of the activity, receipt of final deliverable or report, and with appropriate financial supporting documents. Fast Actions grants will generally require only a final progress and financial report.

Under special circumstances IRG may approve Fast Action Grants as normal advance – based Grants.

As with other grants, all fast action grants can be terminated unilaterally by USAID; the fast action grants also must be completed by the grantee and closed out in collaboration with the NSP team prior to the estimated completion date of the base or option contract period (currently May 30, 2008).

Fixed Obligation Grants to Non-Governmental Organizations

When a grant is awarded to support a program with very specific elements, the Fixed Obligation format allows performance without monitoring the actual costs incurred by the grantee. The government prefers the Fixed Obligation Grant for supporting specific projects where there is a reasonable certainty about the cost, and USAID can easily define accomplishment of the purpose of the grant or milestones, such as conferences or supplies.

Since payments are based on the achievement of milestones, the structure of the payments is very important. USAID pays grantees a set amount when they accomplish a benchmark. It is therefore essential that the IRG, Chief of Party have sufficient cost information to allow for negotiation of the payments and to make sure that the amount requested will be an accurate estimate of the actual cost of the effort, so that the recipient does not receive a windfall upon completion of the project.

Grant closeout is accomplished by CTO acceptance of the final milestone and approval of payment. The IRG, Chief of Party may specifically authorize a prime recipient to use Fixed Obligations Grants (FOGs) in subgrants when the same standards for their use are met.

a. Factors for Determining the Use of a Fixed Obligation Grant

Besides ensuring that the grant meets the elements of the simplified grant format described at **303.3.24**, the IRG, Chief of Party must also determine the appropriateness of issuing a fixed obligation grant, based on the following factors:

- (1) The ability to easily identify and quantify programmatic accomplishments or results in establishing grant milestones;
- (2) Limited risk that there will be changes to the program;
- (3) Adequate cost information is available to allow the IRG, Chief of Party to determine and negotiate the fixed price of the grant. The fixed price may include an amount based on the grantee's demonstrated indirect costs; and
- (4) The IRG, Chief of Party must also be satisfied that this type of grant fits within the objectives of the established USAID program, and USAID will not use it as an alternative way of awarding to a High Risk Grantee. The Negotiation Memorandum must include a discussion by the IRG, Chief of Party of the appropriateness of this type of grant.

b. Required Provisions for a Fixed Obligation Grant

- (1) USAID has the right to terminate the grant in whole or in part, or suspend payments, should the grantee become insolvent during performance of the award; and
- (2) At the end of the grant, the Grantee must certify in writing to the IRG, Chief of Party that it completed the activity. If the grantee cannot certify this, the IRG, Chief of Party may require the Grantee to make appropriate reimbursements.

Request for Applications

IRG/ USAID will use a Request for Applications (RFA) when the intent is to provide assistance for an activity or methodology that supports or is in keeping with USAID's program objectives. The minimum period for receipt of applications in response to an RFA is 30 days after the date IRG/USAID issues the RFA. IRG/USAID should provide longer periods for larger activities or more detailed applications to ensure the quality of the applications. If IRG/ USAID cannot provide 30 days notice, the competition may proceed only with the express written approval of the Agreement Officer.

In cases where IRG/USAID will make multiple awards, the RFA may include a closing date of up to one year after issuance of the RFA, with provision for multiple reviews (**See 303.3.6.3**).

4. OPEN AND TRANSPARENT REVIEW, EVALUATION AND SELECTION PROCESS

IRG will collaborate with USAID, host country counterparts and local stakeholders to develop and periodically review and update specific criteria for grant applications and review procedures.

4.1 IRG GRANTS MANAGEMENT TEAM

IRG Grants management team consists of the following persons:

- The Chief of Party (COP) of IRG Nishorgo Support Project
- The Forest Department's Project Director for the Nishorgo Support Project
- The IRG Grants Coordinator
- The IRG Grants Consultant
- The Regional Coordinator North Sites
- The Regional Coordinator South Sites
- The Grants Officer, North Sites
- The Grants Officer, South Sites

4.2 GRANT APPLICATIONS

With respect to the potential grantee or requesting organization, grant applications should include:

- Identity and organizational status of the potential grantee.
- Presentation of the organization, including a brief description of its history, leadership, highlights of past work in related areas and references.
- Summary of experience in the relevant technical areas.
- Assessment of technical and organizational capacity to manage the program of activity and/or proposed purchases.
- Clear formulation of the goal and objectives of the proposed grant activity.
- Summary of the proposed grant activity using Logical Framework in Bangla
- Demonstration of the links between the goals and objectives of NSP and those of the proposed grant.
- Sound technical approach.
- Concise presentation of a logical set of activities and indicators by which the grantee will achieve the goals and the objectives of the grant.
- Proposed results monitoring, including verifiable indicators, and reporting plan.
- Budget summary with an indication of costs by activity, including administrative costs.
- Proposed payment/deliverable schedule.
- Statement of the counterpart contribution to be made by the Grantee, in type and estimated value
- Evidence that the proposed grant is the consensus or majority decision of the Co Management Committee and that the CMC is aware of the proposal. Evidence of this may be shown by attachment of the minutes of CMC meetings, or by a Committee Resolution signed on behalf of the Committee members.

4.3 GRANT REQUEST REVIEW AND EVALUATION

During the pre-award phase, the Grants Coordinator will need to examine the financial management systems in place and check references to be sure that the potential grantee is eligible for the funding. If a potential grantee is characterized as a high-risk, conditions may be placed on that organization to allow for the grant with additional oversight or capacity-building for that organization.

The request, review and evaluation process will include some or all of the following:

- a. Consultation, on site training and other technical assistance provided to targeted Co Management Committees arranged by the Grants Coordinator and site-based officers of NSP to work with Committees to develop initial concept papers or preliminary proposals for projects to be funded by NSP Grants
- b. Initial review / evaluation of concept papers and preliminary proposals by NSP senior technical staff to assess proposal soundness and to ensure that projects meet Grant criteria
- c. Feedback provided to Grants Coordinator to complete full applications for acceptable proposals, and to revise / reconsider unacceptable proposals
- d. Submission and review/evaluation of the completed applications by a Grants Review Committee, made up of representatives from IRG, USAID and the Forest Department.
- e. Applications are classified into two categories:
 - Those that don't respond to agreed upon criteria and are rejected, and
 - Those provisionally accepted because they do meet the selection criteria.
- f. Field visits and/or collection of additional information as necessary. Field visits enable the committee to confirm the relevance of the selected applications, but also to reject applications that do not appear to be well justified.
- g. Conditional acceptance of the application by the Grants Review Committee.
- h. Negotiation with the potential grantee with respect to issues/comments of the committee (usually through an issues letter).
- i. Rejection if the requestor cannot adequately respond to issues or concerns during negotiations.
- j. Acceptance of those applications that do meet criteria and adequately respond to issues/comments of the selection committee.
- k. Submission of accepted applications to USAID for approval.
- l. Signature of grant by IRG COP.
- m. Signature of grant by grantee.

Upon completion of the review process, the review committee will write an evaluation report to certify that the review and evaluation of all applications was in keeping the USAID policies and essential procedures and to guarantee the integrity, transparency and competitiveness of the process. The successful grant recipient will receive written notification within 10 days after final approval from USAID (see Annex V) and the post award negotiations, financial reporting set-up and additional administrative details will be finalized. In the event of a rejected proposal, the notification will include a brief explanation detailing why the project was not approved.

Grants Application Review Criteria

This section describes the formal review process that all applicants will undergo following the submission of an application.

The purpose of this section is to explain the criteria for reviewing the LDF Grant proposal in initial and final stages.

All the applications received for Fast Action Grants will go through under one formal written evaluation whereas the applications received for Small Grants will go through two formal written evaluations in two stages namely First stage and Second stage evaluation.

Application Responsiveness Rating

All first –stage concept papers will be vetted by two LDF staff members namely Grants Coordinator and Grants Officer, independently to make sure they meet minimum standards. The first stage for responsiveness will gauge:

- If the concept paper address the goals of the project
- If the proposed activity is reasonable in its scope, approach and/or expected results
- Likelihood that the activity can achieve significant impact on development and institutionalization of Co-Management and improved Ecosystem Management
- If the organization presents proof of a minimum level of organizational capacity, especially as it relates to finances
- If the applicant is barred from receiving grants from either the US or Bangladesh governments

The process is meant to be liberal and only winnow out applications that have impossible chance for success. This process is designed to prevent the Grants Review Committee made up of senior staff from spending time rating proposals that are not responsive.

The reviewers will state their reasons for determining if a concept paper should not be part of the Grants Review Committee review. All decisions will be made in writing and kept on file. In cases where the applicants are split on a decision of whether to forward a concept paper for further review, the Chief of Party will make the final decision.

The reviewer will make recommendations to the Chief of Party on whether to suggest remedial action to the applicant in order to allow for another application or if a flat rejection is warranted. The reviewers will also make recommendations on the appropriate level of technical and organizational background information that should be requested from the applicant in the second –stage full application.

Second –stage Application Review

All concept papers that pass through from the initial rating for responsiveness will be formally reviewed independently, formally, uniformly and in writing by the members of the Grants Review Committee. The Grants Review Committee (GRC) will be made up of the following individuals:

- The Chief of Party of IRG Nishorgo Support Project or his designate

- The Forest Department's Project Director for the Nishorgo Support Project or his designate
- The IRG Grants Coordinator
- The Regional Coordinator North sites (observer)
- The Regional Coordinator South sites (observer)
- USAID's CTO (observer)

The Review Committee will receive and review grant applications on a rolling basis from all potential grantees. Without a separate decision by the Committee, no individual grantee may receive more than 1/8th of the total amount of the available LDF resources, where "n" is the total number of potential CMC applicants. This is done to ensure that no one CMC applicant receives an unduly large proportion of the grant funding.

The Grants Review Committee will formally review all second –stage proposals independently, formally, uniformly and in writing using the review sheet. Review will be based on:

- Strategic fit: including:
 - Relevance of the program to the goals of the LDF
 - Sustainability of the project results
 - Anticipated benefits to the beneficiaries
- Technical approach: including:
 - Innovative technical approach
 - Compatibility with LDF approach/method
 - Ambitious but realistic goals
- Organizational capabilities: including:
 - Relevance of the staff skills to the proposed program
 - Availability of proposed staff
 - Soundness of accounting practices
 - Capacity to follow USAID financial guidelines
- Poverty, Ethnic and Gender considerations: including:
 - Focus on poor women's & ethnic groups
 - Impact on poor women's & ethnic participation
- Cost effectiveness: including:
 - Appropriateness and reasonableness
 - Cost-sharing contribution

The LDF authority will send a representative to conduct a site visit to confirm or add to the information in the grant application if needed. Grants awards will be based on the strategic fit with the objectives of the LDF authority and based on the best value determinations, as determined by the Chief of Party in consultation with the Cognizant Technical Officer. These decisions will be documented and included in the award file.

Negotiation Phase

LDF recognizes that the recommendation or selection of an application in accordance with competition regulations does not in any way guarantee an award. NSP/LDF must be fully satisfied that the applicant has the capacity to adequately perform in accordance with established USAID principles. Therefore, following the second stage review and recommendation, the application and supporting documentation will be forwarded to the LDF authority for negotiation.

Key prospective Grantee personnel will participate in the negotiation phase with NSP. During this phase, the terms of the agreement including the fund disbursement, reporting schedules, evaluation plans and budget will be mutually agreed. The negotiation phase is necessary to ensure that the applicant fully understands the terms of the agreement.

4.4 POST AWARD ADMINISTRATION

In performing the post-award administration of the grants, IRG will:

- Provide required post-award approvals, instructions, or guidance to the grantees.
- Monitor grantee performance and progress.
- Ensure that the grantees monitor and evaluate the impacts of their own activities using the impact indicators and baseline data negotiated into the grant document.
- Review grantee financial management programs, including the appropriate segregation of funds.
- Monitor the timely submission of progress reports by grantees and ensure that these reports track accomplishments and impact data.
- Provide guidance and follow-up on presentation of timely grantee vouchers.
- Ensure quarterly liquidation of advances.
- Obtain quarterly financial reports and review for compliance with grant financial plan and budget, activities, and work plan.
- Maintain all grant pre-award and post-award files in good order.
- Ensure that the grantees maintain their financial and operational reports in good order, and retain them for three years after final payment.
- Monitor grantee cost-sharing contributions and program income where applicable.
- Ensure the performance of recipient contracted audits according to schedule and in coordination with the USAID/Bangladesh staff.
- Ensure resolution and closure of any audit recommendations, subject to the prior approval, if necessary, of the resolution and closure by the Regional Contracting Officer.
- Perform timely close-out of all expired grants.

All disbursements will be made directly to the bank account designated in the Grant document unless otherwise stated in the grant; payments will be made once it is determined by the grants manager or Chief of Party that the deliverables and financial reporting, have been completed. Neither changes in the programming of the project nor budget alterations greater than 20% of the budget line items are permitted, unless those modifications are requested, in writing, to the Chief of Party of the Nishorgo program and then authorized in writing by USAID.

5. GRANTEES

5.1 GRANT AWARDS TO U.S. ORGANIZATIONS

Grant awards to U.S. organizations are not currently envisioned under the terms of the NSP Small Grants component.

5.2 GRANT AWARDS TO BANGLADESHI ORGANIZATIONS

Bangladeshi organizations meeting eligibility requirements may request funding through the NSP Small Grants or Fast Track Grants components. In addition to the required proposal and grant application elements (see Annexes), eligible organizations may be asked to present:

- Certification of registration
- Pre-award audit findings as deemed appropriate.
- Certification of grant worthiness as deemed appropriate.

Grantees may request technical assistance, which can be provided by IRG or its subcontractors, for capacity building and training if audit or grant worthiness findings do not meet minimum requirements for financial or technical compliance.

USAID has specific operational requirements that organizations must meet to be eligible for potential funding. In many cases these requirements are consistent with good management and financial stability, but may include organizational capacity components such as:

- Governance/leadership.
- External relations,
- Administration and operations management.
- Human resources management.
- Financial resources management.
- Program management.

Marking of Program Deliverables

(1) All recipients must mark appropriately all programs, projects, activities, public communications, and commodities partially or fully funded by a USAID grant or cooperative agreement or other assistance award or subaward with the USAID Identity, of a size and prominence equivalent to or greater than the recipient's, other donor's, or any other third party's identity or logo.

(2) The Recipient will mark all program, project, or activity sites funded by USAID, including visible infrastructure projects (for example, roads, bridges, buildings) or other programs, projects, or activities that are physical in nature (for example, agriculture, forestry, water management) with the USAID Identity. The Recipient should erect temporary signs or plaques early in the construction or implementation phase. When construction or implementation is complete, the Recipient must install a permanent, durable sign, plaque or other marking.

(3) The Recipient will mark technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities and other promotional, informational, media, or communications products funded by USAID with the USAID Identity.

(4) The Recipient will appropriately mark events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences and other public activities, with the USAID Identity. Unless directly prohibited and as appropriate to the surroundings, recipients should display additional materials, such as signs and banners, with the USAID Identity. In circumstances in which the USAID Identity cannot be displayed visually, the recipient is encouraged otherwise to acknowledge USAID and the American people's support.

(5) The Recipient will mark all commodities financed by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs, and all other equipment, supplies, and other materials funded by USAID, and their export packaging with the USAID Identity.

Payment Mechanism

Request for advances and disbursement of Agreement funds will be accepted from the person who acknowledged and accepted this Agreement on behalf of the Grantee or through his designee as certified in written correspondence.

Grantee must establish a separate interest bearing bank account to deposit grant funds received under this Agreement. Agreement fund cannot be co-mingled with any other funds.

Disbursement Timing

After the Grantees signs the Grant Award Acceptance Form and returns it to IRG, the person who signed the Agreement or a person authorized by the Grantee may request an initial advance of upto 3 months disbursing requirements under the approved budget by submitting a cost estimate of cash requirements by budget category along with the activity plan or work plan for that period. The initial advance of funds shall be made by submitting a completed LDF Grantee Disbursement Report/ Request marked "initial Advance. The subsequent installments of the Grant will be conducted on monthly/bi-monthly/quartely basis for the Grantees over three (3) months duration.

Fast Action Grants will be treated as Fixed Obligation Grants (FOG) and Small Grant will be treated as Normal Grants.

ANNEX I: GUIDE FOR APPLICATIONS/REQUESTS FOR FUNDING FOR NISHORGO SMALL GRANTS AND FAST ACTION GRANTS

Proposals will be accepted in English or in Bangla; proposals which meet the basic criteria will be translated by NSP for review by the Grants Committee. NSP field staff will provide training and assistance as required to ensure that grant proposals are sound and well presented. Proposals should include the following sections:

1. **Title:** Descriptive, precise, and brief.
2. **Executive Summary:** This should include a brief paragraph indicating the objective of proposed project, a brief description of the proposed activities, and the specific relevance to the NSP objectives and results (maximum 1 page).
3. **Logical Framework** of proposed grant activity in Bangla
4. **Justification/Background:** An analysis of the development challenges to be addressed. This should include historical aspects, consensus of CMC on proposed project including minutes, opportunities and most relevant constraints, and previous efforts to deal with the subject. The most relevant factors and points that need to be considered in order to address the subject or problem described should be specified (maximum 1 page).
5. **Description of the Proposed Project:**
 - 5.1 **Objectives:** These objectives should be oriented towards an impact. They should be specific, measurable, realistic, and have a time limit (maximum 1/2 page).
 - 5.2 **Final results:** Specific and concrete results should be listed (e.g. reduce illegal logging; improved conservation of biodiversity, increased levels of tourism and visitation in the PA, increased local socio-economic benefits). The progress towards the achievement of these results may be considered to be an indicator of the success of the grant activities. The proposal should indicate a clear relation between the expected results and the objectives (maximum 1 page).
 - 5.3 **Methods:** Depending on the subject to be dealt with, the proposal should describe the specific methods that will be used to achieve the results (maximum 2 pages).
 - 5.4 **Activities:** The activities necessary to achieve the desired results (e.g., investment in infrastructure, demonstration and organization of AIG, field trips, meetings with community leaders, etc.). Each result requires a specific group of activities (maximum 1 page).
 - 5.5 **Evaluation methodology:** Explain how and to what degree objectives and results will be determined and achieved, and how the expected results will be qualitatively and/or quantitatively measured. Indicate when this will be done (maximum 1 page).
 - 5.6 **Communication and Dissemination of results:** How will the results of the project be disseminated? Present this in chart form as shown below:

Client	Way of dissemination/distribution
Communities in region X	Workshops for community leaders, radio programs, publication in language X, etc.
Local authorities	Public presentation of results, documents, maps, etc.
Private sector	Targeted outreach, etc.

6. Work plan: An implementation plan and calendar that indicates when each of the objectives is expected to be achieved (maximum 1 page).

7. Sustainability plan: If grant funding concerns equipment/durable commodities, describe plans for maintenance (maximum 1 page).

8. Budget: The budget should be prepared in local currency (maximum 1 page). It should be organized in accordance with the following categories:

- salaries,
- supplies,
- transport,
- travel and per diem expenses, and
- administrative costs.
- cost Sharing

9. Schedule for Disbursements:

Activities	Periods	Expected Costs
	Total Disbursements	

10. Signature:

I, the undersigned (Mr./Ms., Chairman)of..... that is requesting financial assistance from the NSP Small Grant component for the implementation of the proposed activity related to....., certify that all the information in the grant application file is exact and correct.

Signature: _____

Date: _____

ANNEX II: LDF FIRST STAGE APPLICATION REVIEW FORMAT

Grantee: _____

Grant Title: _____

Concept paper address the goals of the project	Yes/ No
Proposed activity is reasonable in it's scope, approach and/or expected results	Yes/ No
The activity can achieve significant impact on development and institutionalization of Co-Management and improved Ecosystem Management	Yes/ No
The organization presents proof of a minimum level of organizational capacity, especially as it relates to finances	Yes/ No
The applicant is barred from receiving grants from either the US or Bangladesh governments	Yes/ No

ADDITIONAL COMMENTS: (Use back if more space is needed)

APPLICATION QUALIFIES FOR Second – Stage Application: Yes/ No

If not, please attach notes on the reason/s: (if resubmission is recommended, please outline what shortcomings need to be addressed on the same page)

Reviewer's Name and Title: _____

Reviewer's Signature

Please attach all relevant notes.

Date: _____

LDF Second Stage Application Review Format

Grantee: _____

Grant Title: _____

		Status	Comments
1.	Strategic fit (including relevance of the program, sustainability of the project results, anticipated benefits to the beneficiaries)	1 2 3 4 5	
2.	Technical approach (including Innovative technical approach, Compatibility with LDF approach/method, realistic goals)	1 2 3 4 5	
3.	Organizational capabilities (including staff availability, skills, Soundness of accounting practices, Capacity to follow USAID financial guidelines)	1 2 3 4 5	
4.	Poverty, Ethnic and Gender considerations (including Focus , participation and impactof poor women's & ethnic groups)	1 2 3 4 5	
5.	Cost effectiveness (Including appropriateness and reasonableness, Cost-sharing contribution)	1 2 3 4 5	

**1-Not Acceptable 2-Acceptable with modification 3- Acceptable 4-Very Good
5-Excellent**

ADDITIONAL COMMENTS: (Use back if more space is needed)

Reviewer's Name and Title: _____

Reviewer's Signature _____

Please attach all relevant notes.

Date: _____

**ANNEX III: NISHORGO SUPPORT PROJECT SMALL GRANT
AGREEMENT**

SMALL GRANT AGREEMENT

NSP Small Grant Agreement

Between

And

**International Resources Group (IRG)
(Bangladesh Nishorgo Support Project)**

DATE

OBJECTIVES OF THIS GRANT AGREEMENT

The objective of this grant is to implement the activities and achieve the results described in the attached proposal from _____ for, and for the maximum total amount of _____ **Taka**. The Program Description Budget attached to this Agreement will serve as the primary guiding documents for the implementation activities. Funding under this grant will be made in payments according to a preset schedule based on satisfactory completion of proposed activities and is subject to availability of funds. A more detailed description of the proposed activities is included as Attachment A.

TERMS OF AGREEMENT - WORK AND PAYMENT SCHEDULE

The following provides specific information about the structure of this Agreement and outlines key work schedules and outputs for the Grantee.

TERMS OF AGREEMENT

Grant funds made available under this Agreement may only be used for activities detailed in Attachment XX, and may under no circumstances be used for other purposes. The NSP Small Grant contribution is limited to the items listed in the attached Budget. Any additional expenses incurred during the implementation of these activities must be born by the Grantee unless prior written approval is obtained from the IRG Chief of Party.

Reporting and Payment Schedule

It is understood that the Grantee will provide **IRG** with monthly/bi-monthly/quarterly progress and financial reports according to the following schedule:

First progress and financial reports due by 200...
Second progress and financial report due by , 200...
Third progress and financial report due by, 200...
Final progress and financial report due not later than , 200...

The IRG Grants Coordinator will remain in close contact with the Grantee between reporting periods. A delay in submitting financial or progress reports could delay grant fund disbursement. The IRG Grants Coordinator (or NSP team member) will also carry out field monitoring and program evaluation upon receiving progress reports and may attend workshops, trainings, or other activities held during the grant period. Additionally, IRG may conduct a training session for the Grantee focused on reporting requirements acceptable under this agreement, including progress and financial reporting.

Progress reports should include a detailed assessment of all activities supported under this Agreement. The reports will include a summary of activities undertaken for each sub-activity. The reports should also re-state the purpose of each activity and provide details of all efforts undertaken during the reporting period to reach a successful outcome for the activity.

IRG also requests copies of all documentation, reports and materials, compiled or produced during the reporting period. The Grantee is also required to acknowledge the support of USAID and the NSP Small Grant in all published documents produced.

Financial reports must be presented in the NSP Small Grant report formats provided with the first distribution of funds, and must include receipts and detail all expenses as required.

Funds that the Grantee contributes from its own resources or receives from other sources and partners are a very important indicator of the commitment and likelihood of sustainability of the grant-funded activities. Thus, data on other contributions in support of the Grantee's activities from other sources for this activity, both monetary and in-kind contributions, are of great importance to IRG in its continuing efforts to raise overall funds supporting activities such as this program. IRG requests that such data be reported along with the financial reports and may include supplies, in-kind services such as personnel or equipment, office space, office equipment and other in-kind support. This information can be presented in a brief table format with estimate values of the contribution. If, for any reason, any program activities are eliminated or altered it is understood that the Grantee will notify IRG and refund unused funds. Failure to comply with the terms and conditions of this Agreement will result in termination of the funded activities.

PAYMENT SCHEDULE

Request for Disbursement of Funds

Requests for advances and disbursement of Agreement funds will be accepted from the person who has acknowledged and accepted this Agreement on behalf of the Grantee or through his designee as certified in writing. This person may delegate to another senior representative of the Grantee, the responsibility to submit requests for advances and disbursements of funds, by delegating authority to that person in writing and submitting the signature of that person to the IRG Grants Coordinator.

Initial Advance

After the Grantee signs the Grant Award Acceptance Form and returns it to IRG Chief of Party, the person who signed the Agreement or a person authorized by the Grantee, as explained in the paragraph above, may request an initial advance of up to 3 months disbursing requirements under the approved budget by submitting a cost estimate of cash requirements by budget category along with the work plan for that period. The initial advance of funds shall be made by submitting a completed Grantee Disbursement Report/Request and monthly/ Quarterly Financial Status Report.

Subsequent Advances

Reporting and requesting funds for expenditures under this Agreement will typically be performed monthly/bi-monthly/ quarterly. Reporting of expenditures and subsequent requests for Agreement funds will be accomplished by submitting a completed Grantee Disbursement Report/Request and Monthly/bi-monthly/Quarterly Financial Status Report to Grants Coordinator

Accounting of Funds Received

For the first two disbursement requests, you must forward photocopies of all paid invoices, receipts, checks, or other documentary evidence supporting each expenditure being claimed. Unless directed by IRG in writing, supporting documentation is only required with the first two

disbursement requests. Vouchers and receipts, including timesheets, should be on file for all expenditures during and for three years after the grant period ends.

All Grantees are required to report the level of cost sharing activities, such as in-kind contributions (i.e. contributions from volunteers, equipment).

Accounting, Records and Audits

It is agreed that the Grantee will be responsible for overall program management and administration and will maintain accounts and records in accordance with generally recognized accounting procedures to sufficiently substantiate expenditures made under this set of grants. Any unused funds related to this account will either be returned to IRG or deducted from future disbursements as agreed by IRG and the Grantee.

Please indicate your agreement with the terms presented in this Agreement by signing the Agreement of Terms and Conditions (below).

Agreement Supervision

The Grants Coordinator for the NSP Small Grant component is the Direct Supervisor for this Agreement. The Grantee representative signing this Agreement will serve as the primary responsible person and direct manager for all field implementation activities related to this Agreement and will be responsible for the verification of all financial and progress reports, and all other information submitted under this agreement. The representative must sign all documentation before submitting it to IRG in Dhaka for payment. All work coordination, questions and claims relevant to the contract will be submitted to the Grants Coordinator as the point of contact for the NSP Small Grant component. Any additional coordination necessary between IRG and the Grantee will be coordinated with the Grantee representative and may include the NSP Chief of Party, other NSP staff or consultants as required.

Liaison and Approval

The Grantee will be required to maintain close contact with a variety of persons involved in the implementation of this program. It is expected that this communication will be timely and conducted in such a way as to avoid delays in implementation of the program. Any significant changes to the approved proposal and budget must be approved in writing by the IRG Chief of Party or they will not be covered under payments made under the Agreement.

Reporting and Payment

Reporting and payment will be conducted according to the information contained within this Agreement.

Delays in reporting are likely to affect the payment schedule.

Assignment of Rights

The Grantee shall assign copyright and/or Freedom of Use for all work commissioned under this Agreement (i.e., any work that is specifically agreed to and paid for by the NSP Small Grant

component) to IRG, USAID and other partners for public use. The Grantee must acknowledge, according to USAID policy, the support of NSP, USAID and other partner agencies in any works produced independently from this Agreement that are supported by USAID funding.

Suspension or Termination

In the event that the Terms of this Agreement are not met, the Grantee is unable to continue work on the activities described in this Agreement, is required to cease operations, or is unable to comply with the terms and conditions of this Agreement for any reason, this Agreement may be suspended or terminated. In either case, IRG or the Grantee should submit a formal notice to the other party advising the reasons for suspension or termination and the Grantee should submit a financial report for the period up to the date of termination or suspension.

This Agreement can be terminated by written notice from one party to the other with two weeks written notice. IRG may terminate this Agreement by written notice due to non-performance by the Grantee, or due to non-compliance with the terms of this Agreement. IRG shall not be liable for any services or expenses incurred after the receipt of notice of termination, except as shall be agreed upon by the Parties at the time of notification.

Insurance and Indemnity

The Grantee warrants that it maintains insurance coverage for accident, health/evacuation, property and equipment necessary to the performance of this Agreement and indemnifies the International Resources Group and USAID from any claim for loss, change or negligence arising from the conduct of this agreement.

SPECIFIC TERMS AND CONDITIONS

The Services called for under this Agreement shall commence on or about the date of signing and may continue in effect until (date).

The Grantee is responsible for any local, provincial, national or other taxes or levies that may be due on payments received by the Grantee under this Agreement, including social security, value added (VAT) and payroll taxes.

Other than costs authorized in this Agreement, no other costs are allowable except through prior written approval of the IRG Chief of Party.

AGREEMENT OF TERMS AND CONDITIONS

The parties to this Agreement hereby indicate their acceptance of all terms and conditions outlined in this Agreement.

AGREED: _____ DATE: _____

Chief of Party
International Resources Group (IRG)
Nishorgo Support Project (NSP)

AGREED: _____ DATE: _____

Grantee
XXX Co-Management Committee

Witness: _____ DATE: _____
Regional Coordinator

Witness: _____ DATE: _____
Grants Coordinator

International Resources Group (IRG)
Nishorgo Support Project (NSP)

Return two signed and dated copies within one week from the receipt of this letter to IRG Chief of Party. The date of receipt of this form by IRG shall constitute the initial date of mutual obligation under this grant, and no funds may be expended by the Grantee(s) before this date.

cc: NSP Project Accountant
Azharul Mazumder, USAID/Bangladesh

ANNEX IV: FAST ACTION GRANT AGREEMENT

GRANT AGREEMENT

Fast Action Grant Agreement

Between

And

International Resources Group (IRG)
(Bangladesh Nishorgo Support Project)

DATE

OBJECTIVES OF THIS GRANT AGREEMENT

The objective of this grant is to implement the activities and achieve the results described in the attached proposal from _____ for _____, and for the maximum total amount _____ **Taka**. The Program Description and Budget attached to this Agreement will serve as the primary guiding documents for the implementation activities. Funding under this grant will be made in payments according to a preset schedule based on satisfactory completion of proposed activities and is subject to availability of funds. A more detailed description of the proposed activities is included as Attachment XXX.

When a grant is awarded to support a program with very specific elements, the Fixed Obligation format allows performance without monitoring the actual costs incurred by the grantee. The government prefers the Fixed Obligation Grant for supporting specific projects where there is a reasonable certainty about the cost, and USAID can easily define accomplishment of the purpose of the grant or milestones, such as conferences or supplies.

Since payments are based on the achievement of milestones, the structure of the payments is very important. USAID pays grantees a set amount when they accomplish a benchmark. It is therefore essential that the IRG, Chief of Party have sufficient cost information to allow for negotiation of the payments and to make sure that the amount requested will be an accurate estimate of the actual cost of the effort, so that the recipient does not receive a windfall upon completion of the project.

TERMS OF AGREEMENT - WORK AND PAYMENT SCHEDULE

The following provides specific information about the structure of this Agreement and outlines key work schedules and outputs for the Grantee.

TERMS OF AGREEMENT

Grant funds made available under this Agreement may only be used for activities detailed in Attachment XXX, and may under no circumstance be used for other purposes. The NSP Fast Action Grant contribution is limited to the items listed in the attached budget. Any additional expense incurred during the implementation of these activities must be born by the Grantee unless prior written approval is obtained from the IRG Grant Officer.

Reporting and Payment Schedule

It is understood that the Grantee will provide **IRG** with monthly progress and financial reports within seven days following the end of each month.

Any delay in submitting the financial or progress report could delay grant fund disbursement. The IRG Grants Coordinator (or NSP team member) will also carry out field monitoring and program evaluations and may attend workshops, trainings, or other activities held during the grant period.

IRG also requests copies of all documentation, reports and materials, compiled or produced during the reporting period. Each Grantee is also required to acknowledge the support of the USAID NSP Fast Action Grant in all published documents produced.

Financial reports must be presented in the NSP Fast Action Grant report formats provided with the first distribution of funds, and must include receipts and detail all expenses as required.

Accounting, Records and Audits

It is agreed that the Grantee will be responsible for overall program management and administration and will maintain accounts and records in accordance with generally recognized accounting procedure to sufficiently substantiate expenditures made under this set of grants. Any unused funds related to this account will either be returned to IRG or deducted from future disbursements as agreed by IRG and the Grantee.

PAYMENT SCHEDULE

Funds for Fast Action grants will be reimbursed upon completion of the proposed activities. However, grants may be partially reimbursed upon satisfactory completion of the milestones of the proposed project. The remaining, approved funds will be reimbursed upon completion of the activity, receipt of final deliverable or report, and with appropriate financial supporting documents. Fast Actions grants will generally require only a final progress and financial report. If IRG requests revisions to the final report, the revisions must be completed prior to final payment.

Agreement Supervision

Grants Coordinator for the NSP Fast Action Grant component is the Direct Supervisor for this Agreement. The Grantee representative signing this Agreement will serve as the primary responsible person and direct manager for all field implementation activities related to this Agreement and will be responsible for the verification of all financial and progress reports, and all other information, submitted under this Agreement. The Grantee representative must sign all documentation before submitting it to IRG in Dhaka for payment. All work coordination, questions and claims relevant to the Agreement will be submitted to the Grants Coordinator as the point of contact for the NSP Fast Action Grant component. Any additional coordination necessary between IRG and the Grantee will be coordinated with the Grantee representative and may include the NSP Chief of Party, other NSP staff or consultants as required.

Liaison and Approval

The Grantee will be required to maintain close contact with a variety of persons involved in the implementation of this program. It is expected that this communication will be timely and conducted in such a way as to avoid delays in implementation of the program. Any changes to the approved proposal and budget must be approved in writing by the IRG Chief of Party, or they will not be covered under payments made under the Agreement.

Reporting and Payment

Reporting and payment will be conducted according to the information contained within this Agreement.

Delays in reporting are likely to affect the payment schedule.

Assignment of Rights

The Grantee shall assign copyright and/or Freedom of Use for all work commissioned under this Agreement (i.e., any work that is specifically agreed to and paid for by the DMS Grant Program) to IRG, USAID and other partners for public use. The Grantee must acknowledge, according to USAID policy, the support of the NSP, USAID and other partner agencies in any works produced independently from this Agreement that are supported by USAID funding.

Suspension or Termination

In the event that the Terms of this Agreement are not met, and the Grantee is unable to continue work on the activities described in this Agreement, or is required to cease operations, or is unable to comply with the terms and conditions of this Agreement for any reason, this Agreement may be suspended or terminated. In either case, IRG or the Grantee should submit a formal notice to the other party advising the reasons for suspension or termination and the Grantee should submit a financial report for the period up to the date of termination or suspension.

This Agreement can be terminated by written notice from one party to the other with two weeks written notice. IRG may terminate this Agreement by written notice due to non-performance by the Grantee, or due to non-compliance with the terms of this Agreement. IRG shall not be liable for any services or expenses incurred after the receipt of notice of termination, except as shall be agreed upon by the Parties at the time of notification.

Insurance and Indemnity

The Grantee warrants that it maintains insurance coverage for accident, health/evacuation, property and equipment necessary to the performance of this Agreement and indemnifies the International Resources Group and USAID from any claim for loss, change or negligence arising from the conduct of this Agreement.

SPECIFIC TERMS AND CONDITIONS

The Services called for under this Agreement shall commence on or about the date of signing and may continue in effect until (date).

The Grantee is responsible for any local, provincial, national or other taxes or levies that may be due on payments received by the Grantee under this Agreement, including social security, value added (VAT) and payroll taxes.

Other than costs authorized in this Agreement, no other costs are allowable except through prior written approval of the IRG Chief of Party.

AGREEMENT OF TERMS AND CONDITIONS

The parties to this Agreement hereby indicate their acceptance of all terms and conditions outlined in this Agreement.

AGREED: _____

DATE:

Chief of Party
International Resources Group (IRG)
Nishorgo Support Project (NSP)

AGREED: _____

DATE:

Grantee
XXX Co-Management Committee

Witness: _____

DATE:

Regional Coordinator

Witness: _____

DATE:

Grants Coordinator
International Resources Group (IRG)
Nishorgo Support Project (NSP)

Return two signed and dated copies within one week from the receipt of this letter to IRG Chief of Party. The date of receipt of this form by IRG shall constitute the initial date of mutual obligation under this grant, and no funds may be expended by the Grantee(s) before this date.

cc: NSP Project Accountant
Azharul Mazumder, USAID/Bangladesh

ANNEX V: NOTIFICATION OF AWARD

Date:

Recipient of the grant:

Grant number:

Responsible:

Address:

Telephone:

Period of financing:

After examining your request number to implement the activity “.....,” an amount of[Taka] will be granted following receipt of your acceptance letter. The advance will be allocated to begin activities according to the schedule discussed and finalized. Additional allocations will be made after receipt and processing of invoices for the initial advance, and after receiving preliminary technical and financial reports. The management of the grant and related expenses is subject to the Standard Provisions included in the grant.

Initial briefings will be held with the IRG Project team to introduce you to NSP grant procedures and to review the requirements of this Agreement. The briefings will include an overview of all financial and progress reporting, and final agreement on the implementation plans for funded activities. The briefings will provide you and NSP an occasion to clarify tasks and responsibilities, and they will allow you the opportunity to pose questions and address any issues there may be concerning the proposed activities and requirements for funding under this Agreement.

IRG Chief of Party

Signature

Date

ANNEX VI: CONDITIONS AND SPECIAL PROVISIONS FOR GRANT AWARD

Basis for award of the grant:

The grant is awarded to support or fund (insert description of the activity).

Management of the grant by IRG:

This grant has been financed by the Government of the United States through U.S. Agency for International Development/Bangladesh's contract with the International Resources Group (IRG). USAID/Bangladesh is funding a Grant component as part of the support for the activities of a project named the Nishorgo Support Project (NSP). All requests for grants as well as all questions related to the use of these grant program funds are to be addressed in writing to the IRG Grants Coordinator, with copy to the IRG Chief of Party.

Special Provisions:

In addition to the standard provisions for grants, the following special provisions apply:

1. The attached budget is accepted as the official budget of the grant.
2. The attached advance request form should be signed and returned at the same time as the letter of acceptance.
3. All expenses should be justified by invoices or other documentation of payments.

Special Conditions:

The final reports should be received by the IRG Grants Coordinator within thirty (30) days after the end date of the grant.

All modifications related to the attached grant program description must be requested in writing and approved in advance.

Calendar of payments:

Payments will depend on the progress achieved in the realization of the objectives of the grant and the timely submission of the financial and progress reports as scheduled.

ANNEX VII: TECHNICAL PROGRESS REPORTING

1. Progress Reports

Submission of Reports

All grantees are requested to submit quarterly progress reports (or at regular intervals per the grant agreement) during the grant period. Unless other arrangements have been agreed upon with the IRG Grants Coordinator, the signatories of the letter of acceptance of the Grant are responsible for the timely submission and the content of these reports. These reports will be submitted in English. A copy of every report should be submitted to the IRG Grant Officer.

Recipients of Fast Action grants will be required to submit a final technical and financial report, as stipulated in the grant agreement. However, if a Fast Action grant is for a period longer than six months, quarterly or interim reports may be required. This will be stipulated in the grant agreement.

The dates of submission of the progress reports are indicated in the Special Conditions of the grant agreement.

The inability to submit anticipated reports on time will entail a delay in further payments or the suspension or the termination of the grant agreement at the discretion of IRG.

Purpose of Progress Reports

Progress Reports serve to assess the progress achieved in the implementation of the grant activity and permit the identification of problems that needed to be resolved or taken into consideration by the program and the project management team. The progress reports constitute a permanent archive of the accomplishments of the project. They enable the NSP Small Grant team to manage the program and its funding efficiently. They also enable the team to know if the program activities correspond effectively to grant objectives.

This report should sum up the different accomplishments during the reporting period and report on cumulative results over the life of the grant. It will be necessary to describe work done from a quantitative and qualitative point of view; accomplishments should be compared to the objectives, activities and results planned for the designated period. If the objectives are not reached, it is necessary to give the reasons and to propose corrective measures.

2. Final Report

The final progress report should contain the following details as appropriate:

A description of the main activities covering the entire period of the grant, and a comparison of accomplishments with respect to the objectives, activities and results outlined in the grant request;

If necessary, indicate any changes in the organization of activities in relation to those included in the initial grant application;

Describe any plans for the continuation of the activity beyond the period of the grant;

Include an assessment of the impact of the grant on the targeted population; and

Include a sample or copy of all products or documentation that would help to better understand the accomplishments or completed activities.

The Final Activity Report must be submitted within 30 days after the period covered by the grant. A copy of every report should be submitted to the IRG Chief of Party.

3. Presentation of the Progress and Final Reports

Progress and Final Reports should be presented as follows:

Cover Page (see below)

Description of the activities

Appendices (if there are any)

Cover Page

The cover page should include the following information in this order:

Type of Report

Period covered (for example: 1 October – 31 December 2006)

Grant Number

Title of the activity or program

Name of the Grantee

Date of Submission

ANNEX VIII: STANDARD PROVISIONS FOR NSP GRANTS

Awards to non-U.S. organizations shall be subject to the Standard Provisions for non-U.S. organizations. Apart from the Standard Provisions listed below, other Provisions may be applied as required. (See Mandatory References 22 CFR 226, Standard Provisions for U.S., Nongovernmental Recipients, Standard Provisions for Non-U.S., Nongovernmental Recipients.)

STANDARD PROVISIONS FOR NON-U.S., NON-GOVERNMENTAL RECIPIENTS:

1. ALLOWABLE COSTS (OCTOBER 1998)

(a) The recipient shall be reimbursed for costs incurred in carrying out the purposes of this award which are determined by the IRG Chief of Party to be reasonable, allocable, and allowable in accordance with the terms of this award and the applicable* cost principles in effect on the date of this award. The recipient may obtain a copy from the IRG Chief of Party. Brief definitions of what may be considered as reasonable, allocable, and allowable costs are provided below, however, it is the recipient's responsibility to ensure that costs incurred are in accordance with the applicable set of Cost Principles.

(1) Reasonable. Shall mean those costs which are generally recognized as ordinary and necessary and would be incurred by a prudent person in the conduct of normal business.

(2) Allocable Costs. Shall mean those costs which are incurred specifically for the award.

(3) Allowable Costs. Shall mean those costs which conform to any limitations in the award.

(b) Prior to incurring a questionable or unique cost, the recipient shall obtain IRG Chief of Party's written determination on whether the cost will be allowable.

(c) It is USAID/IRG policy that no funds shall be paid as profit or fee to a recipient under this agreement or any subrecipient. This restriction does not apply to contractual relationships under this agreement.

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*NOTE: For educational institutions use OMB Circular A-21; for all other non-profit organizations use OMB Circular A-122; and for profit making firms use Federal Acquisition Regulation 31.2 and USAID Acquisition Regulation 731.2.

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2. ACCOUNTING, AUDIT, AND RECORDS (OCTOBER 1998)

- (a) The recipient shall maintain financial records, supporting documents, statistical records and all other records pertinent to the award in accordance with generally accepted accounting principles formally prescribed by the U.S., the cooperating country, or the International Accounting Standards Committee (an affiliate of the International Federation of Accountants) to sufficiently substantiate charges to this award. Accounting records that are supported by documentation will as a minimum be adequate to show all costs incurred under the award, receipt, and use of goods and services acquired under the award, the costs of the program supplied from other sources, and the overall progress of the program. Unless otherwise notified, the recipient records and subrecipient records which pertain to this award shall be retained for a period of three years from the date of submission of the final expenditure report and may be audited by USAID and/or its representatives.
- (b) Foreign for-profit and non-profit organizations that expend \$300,000 or more per their fiscal year in "USAID awards", i.e. as recipients or subrecipients of USAID grants or cooperative agreements, or as cost reimbursable subcontractors of USAID grants or cooperative agreements, shall have an annual audit conducted in accordance with the "Guidelines for Financial Audits Contracted by Foreign Recipients" issued by the USAID Inspector General.
- (c) Foreign for-profit and non-profit organizations expending less than \$300,000 per their fiscal year under USAID cost-reimbursable contracts, grants, cooperative agreements, or agreements with host governments shall be exempt from the above financial audit requirements, but are subject to the requirement to make records available upon request for review by USAID officials or their designees.
- (d) USAID/IRG shall retain the right to conduct a financial review, require an audit, or otherwise ensure adequate accountability of organizations expending USAID funds regardless of the audit requirement.
- (e) Foreign organizations that provide USAID resources to other organizations to carry out the USAID program and activities shall be responsible for monitoring their subcontractors or subgrantees. Allowable costs for limited scope subrecipient audits charged to USAID/IRG funds shall be limited to one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; matching, level of effort; earmarking; and reporting.
- (f) The audit report shall be submitted to USAID/IRG within 30 days after completion of the audit; the audit shall be completed, and the report submitted, not later than 9 months after the close of the recipient's fiscal year. The USAID/IRG Inspector General will review this report to determine whether it complies with the audit requirements of this award. No audit costs may be charged to this award if audits have not been made in accordance with the terms of this provision. In cases of continued inability or unwillingness to have an audit performed in accordance with the terms of this provision, USAID/IRG will consider appropriate sanctions which may include suspension of all or a percentage of disbursements until the audit is satisfactorily completed.
- (g) This provision in its entirety shall be incorporated into all subawards with non-U.S. organizations which meet the \$300,000 threshold as described at paragraph (b) of this Provision. Subawards to non-U.S. organizations which are for more than \$10,000 but do not meet the \$300,000 threshold shall at a minimum incorporate paragraph (d) of this Provision.

Subawards of grants and cooperative agreements made to U.S. organizations shall state that the U.S. organization is subject to the audit requirements contained in OMB Circular A-133.

3. PAYMENT ADVANCES AND REFUNDS (OCTOBER 1998)

(a) Recipients shall maintain advances of USAID/IRG funds in interest bearing accounts, unless:

- (1) the recipient receives less than \$120,000 in U.S. Government awards per year;
- (2) the best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on U.S. Government cash balances; or
- (3) the depository would require an average or minimum balance so high that it would not be practical to maintain the advance in an interest bearing account.

(b) Interest earned on advances will be remitted to IRG. However, the recipient may retain up to \$250 of interest earnings per account per year, for administrative expenses.

(c) At the time the award expires or is terminated, the following types of funds shall immediately revert to IRG:

- (1) USAID/IRG has obligated funds to the award, but has not disbursed them to the recipient; or
 - (2) USAID/IRG has advanced funds to the recipient, but the recipient has not expended them.
- Notwithstanding (c) (1) and (2) above, funds which the recipient has obligated in legally binding transactions applicable to this award will not revert to IRG.

(d) IRG reserves the right to require refund by the recipient of any amount which the recipient did not spend in accordance with the terms and conditions of this award. In the event that a final audit has not been performed prior to the closeout of this award, IRG retains the right to a refund until all claims which may result from the final audit have been resolved between IRG and the recipient.

4. REVISION OF AWARD BUDGET (OCTOBER 1998)

(a) The approved award budget is the financial expression of the recipient's program as approved during the award process.

(b) The recipient is required to report deviations from budget and program plans, and request prior approvals from the IRG Chief of Party for any of the following reasons:

- (1) To change the scope or the objectives of the project and/or revise the funding allocated among project objectives.
- (2) To change a key person where specified in the award, or allow a 25% reduction in time devoted to the project.
- (3) Additional funding is needed.

- (4) Where indirect costs have been authorized, the recipient plans to transfer funds budgeted for indirect costs to absorb increases in direct costs or vice versa.
 - (5) The inclusion of costs that require prior approval in accordance with the applicable set of Cost Principles.
 - (6) The transfer of funds allotted for training allowances (direct payment to trainees) to other categories of expense.
 - (7) The recipient intends to contract or subaward any of the work under this award, and such contracts or subawards were not included in the approved award budget.
- (c) If specified in the Schedule of the award, the recipient may be further restricted from transferring funds among cost categories. Such a restriction would require the recipient to get the prior approval of the IRG Chief of Party before making budget shifts which expect to exceed 10% of the total budget.
- (d) IRG is under no obligation to reimburse the recipient for costs incurred in excess of the total amount obligated under the award. If the total obligated amount under the award has been increased, the IRG Chief of Party will notify the recipient in writing of the increase and specify the new total obligated award amount.

5. COST SHARING

The Grantee shall contribute a portion of total program costs from Non-U.S. Government sources. Cost-sharing or matching may consist of:

- a) program costs which may include cash outlays by Grantee, depreciation, and use charges for buildings and equipment;
- b) program costs financed with cash contributed or donated to Grantee by Non-U.S. Government public agencies and institutions (e.g., international public organizations and/or foreign governments) and private organizations and individuals; and
- c) program costs represented by services and real and personal property or use thereof which may be donated by Non-U.S. Government public agencies and institutions and private organizations and individuals.

All contributions, both cash and in-kind, shall be accepted as part of the Grantee's cost share when such contributions meet the following criteria:

- (1) Are verifiable from the recipient's records;
- (2) Are not included as contributions for any other U.S. Government-assisted program;
- (3) Are necessary and reasonable for proper and efficient accomplishment of project objectives;
- (4) Are types of charges that would be allowable under the applicable Federal cost principles;
- (5) Are not paid by the U.S. Government under another grant or agreement (unless the grant or agreement is authorized by U.S. Government law to be used for cost sharing or matching);

- (6) Are provided for in the approved budget when required by USAID; and
- (7) Conform to other provisions of this paragraph.

Volunteer services may be counted as cost-sharing if the service is an integral and necessary part of an approved program. Volunteer services may be furnished by professional and technical personnel, consultants, and other skilled and unskilled labor.

Donated expendable personal property may be counted for cost-sharing purposes. Such property includes items as expendable equipment, office supplies, workshop and classroom supplies, etc. Donated non-expendable personal property, buildings, and land may be counted for cost-sharing purposes under the following circumstances:

- a) if the purpose of the grant is to assist in the acquisition of equipment, buildings, or land, the total value of the donated property may be claimed as cost-sharing or matching; or
- b) if the purpose of the grant is to support activities that require the use of equipment, buildings, or land, depreciation or use charges for equipment and buildings may be made. The full value of equipment or other capital assets and fair rental charges for land may be allowed.

If at the end of the grant period the Grantee has contributed or expended less than the agreed-upon amount or percentage of total expenditures for cost sharing, the difference shall be refunded to IRG. Failure to meet the cost-sharing requirements set forth in this section may result in termination of the grant.

6. TERMINATION AND SUSPENSION (OCTOBER 1998)

- (a) The IRG Chief of Party may terminate this award at any time, in whole or in part, upon written notice to the recipient, whenever it is determined that the recipient has materially failed to comply with the terms and conditions of the award.
- (b) This award may be terminated at any time, in whole or in part, by the IRG Chief of Party with the consent of the recipient. Both parties shall agree upon termination conditions, including the effective date and, in the case of partial terminations, the portion of the award to be terminated. The agreement to terminate shall be set forth in a letter from the IRG Chief of Party to the recipient.
- (c) This award may be terminated at any time in whole or in part by the recipient upon sending written notification to the IRG Chief of Party with the following information: the reasons for the termination, the effective date, and, in the case of a partial termination, the portion to be terminated. However, if USAID/IRG determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, USAID/IRG may terminate the award in its entirety in accordance with paragraphs (a) or (b) above.
- (d) If at any time USAID/IRG determines that continuation of all or part of the funding for a program should be suspended or terminated because such assistance would not be in the national interest of the United States or would be in violation of an applicable law, then USAID/IRG may, following notice to the recipient, suspend or terminate this award in whole or part and prohibit the recipient from incurring additional obligations chargeable to this award other than those costs specified in the notice of suspension during the period of suspension. If

the situation causing the suspension continues for 60 days or more, then USAID may terminate this award on written notice to the recipient and cancel that portion of this award which has not been disbursed or irrevocably committed to third parties.

(e) Termination and Suspension Procedures. Upon receipt of and in accordance with a termination notice as specified above, the recipient shall take immediate action to minimize all expenditures and obligations financed by this award and shall cancel such unliquidated obligations whenever possible. Except as provided below, the recipient shall not incur costs after the effective date of termination.

The recipient shall within 30 calendar days after the effective date of such termination repay to the U.S. Government all unexpended USAID/IRG funds which are not otherwise obligated by a legally binding transaction applicable to this award. Should the funds paid by USAID/IRG to the recipient prior to the effective date of the termination of this award be insufficient to cover the recipient's obligations in the legally binding transaction, the recipient may submit to the Government within 90 calendar days after the effective date of such termination a written claim covering such obligations. The IRG Chief of Party shall determine the amount(s) to be paid by USAID/IRG to the recipient under such claim in accordance with the applicable Cost Principles.

This provision must be included in all subagreements.

7. DISPUTES (OCTOBER 1998)

(a) Any dispute under this award shall be decided by the IRG Chief of Party. The IRG Chief of Party shall furnish the recipient a written copy of the decision.

(b) Decisions of the IRG Chief of Party shall be final unless, within 30 days of receipt of the decision of the IRG Chief of Party, the recipient appeals the decision to USAID's Assistance Executive. Any appeal made under this provision shall be in writing and addressed to the Assistance Executive, U.S. Agency for International Development, Office of Procurement, 1300 Pennsylvania Ave., N.W., Washington, D.C. 20523. A copy of the appeal shall be concurrently furnished to the IRG Chief of Party.

(c) In order to facilitate review on the record by the Assistance Executive, the recipient shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.

(d) A decision under this provision by the Assistance Executive shall be final.

8. INELIGIBLE COUNTRIES (MAY 1986)

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

9. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (MARCH 1989)

(1) The recipient certifies to the best of its knowledge and belief, that it and its principals:

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

- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) The recipient agrees that, unless authorized by the IRG Chief of Party, it will not knowingly enter into any subagreements or contracts under this grant with a person or entity that is included on the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs". The recipient further agrees to include the following provision in any subagreements or contracts entered into under this award:

**DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION
(MARCH 1989)**

The recipient/contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (3) The policies and procedures applicable to debarment, suspension, and ineligibility under USAID-financed transactions are set forth in 22 CFR Part 208.

10. INVESTMENT PROMOTION (JANUARY 1994)

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

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

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

This provision must be included in all subagreements.

11. NONLIABILITY (NOVEMBER 1985)

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

12. AMENDMENT (OCTOBER 1998)

The award may be amended by formal modifications to the basic award document or by means of an exchange of letters or forms between the IRG, Chief of Party and an appropriate official of the recipient.

13. NOTICES (OCTOBER 1998)

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

To the IRG Chief of Party and Cognizant Technical Officer, at the addresses specified in the award. To recipient, at recipient's address shown in the award or to such other address designated within the award.

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

14. METRIC SYSTEM OF MEASUREMENT (AUGUST 1992)

Wherever measurements are required or authorized, they shall be made, computed, and recorded in metric system units of measurement, unless otherwise authorized by the IRG Chief of Party in writing when it has found that such usage is impractical or is likely to cause U.S. firms to experience significant inefficiencies or the loss of markets. Where the metric system is not the predominant standard for a particular application, measurements may be expressed in both the metric and the traditional equivalent units, provided the metric units are listed first.

ANNEX IX: FINANCIAL REPORT

Grantee Disbursement Report/Request & Monthly/Quarterly Financial Status Report

Name of grantee: _____ Agreement number: _____

Period covered by this report: _____ Agreement end date: _____

BOX A		<i>Amount in Taka</i>		
Line Item	Approved Budget	Expenditures This Period	Expenditures to date	Advance for next period
Salaries & Wages				
Procurement				
Transportation				
Admin and Support Cost				
Programming				
Evaluation				
Audit				
TOTAL				

1	Expenditure during this period (from Box A)	
2	Less (-): Beginning advance balance	
3	Less (-): Advances received during this period	
4	Subtotal	
5	Plus (+): Advance for next period (from Box A)	
6	Net amount requested	

I certify that to the best of my knowledge the information presented is correct and complete and that all proposed expenditures are for the purposes set forth in the award documents applying to this Grant.

Signature: _____ **Date:** _____

Print Name/Title of Authorized Signatory: _____
Quarterly Financial Status Report Certification Box

To satisfy Monthly/ quarterly financial reporting requirements please complete BOX A above and sign below to certify the information is true and correct at the end of each fiscal quarter:

Signature: _____ **Date:** _____

Print Name/Title of Authorized Signatory: _____
Grantee Bank Reconciliation Statement

For the Date: _____
Name of the organization: _____
Name of Bank: _____
Account No.: _____

Amount in Taka

Balance as per Bank Statement

Taka: _____

Add: Cheques cashed but not entered into Cash Book

Date	Cheque No.	Taka
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Taka: _____

Add: Cheques entered into Cash Book but not credited by Bank

Date	Cheque No.	Taka
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Taka: _____

Less: Cheques issued but not presented for Payment

Date	Cheque No.	Taka
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Taka: _____

Balance as per Cash Book

Taka: _____

Note: photocopy of the bank statement should be enclosed.

Prepared By

Name:
Date:

Verified By

Name
Date

Approved By

Name
Date

Grantee Statement of Cash Flow

Grantee:

Grant #:

For the period of:

Funds on Hand at the Beginning of the Period:

In the Bank: _____

In Cash: _____

Funds Received from IRG during the period:

Interest Received in the Grant account:

Funds Spent During the Period: _____

Amount at the End of the Period: _____

In the Bank: _____

In Cash: _____

Please also attach the enclosed Bank Reconciliation Statement (completed) and a photocopy of the Bank statement.

Print Name and Title:

Signed:

Grantee Authorizing Official

Date

ANNEX X: FORMAT FOR LETTER TO USAID REQUESTING APPROVAL OF SUBGRANTS

XX March, 2007

Mr. XXXXXX
CTO
USAID/Bangladesh
Madani Avenue
Baridhara, Dhaka 1212

Reference:

Subject: Request for Approval for Grant Award toCo-management Committee for implementation of "....." Grant # LDF ...

Dear

Approval is requested toCo-management Committee a Grant for Tk. XXXX to undertake theProject.

NSP/LDF invited grant applications from Bangladeshi Co-management Committee for programs to support to improve biodiversity conservation and livelihoods in Bangladesh. The grants to the Co-management Committee will be used for landscape and eco-system level interventions to benefit communities.

IRG has employed a two-tiered review process beginning with a concept paper or preliminary proposal. After an initial technical review IRG has invited to submit a full technical application. The Grants Review Committee formally reviewed second –stage proposal independently, formally, uniformly and in writing using the review sheet based on Strategic fit, Technical approach, Organizational capabilities, Gender considerations, Cost effectiveness. The Review Committee upon concensus decision recommended the proposal for approval.

Please note that IRG has reviewed the following items and certifies that they are suitable for performance under USAID-funded award.

The estimated budget of the XXX CMC vis-a-vis the activities, and the amount proposed to carry out the program description.	√
The XXX CMC's personnel, travel and procurement policies	√
Complies with AAPD 02-04, "Executive Order on Terrorism Financing," and AAPD 04-14, "Terrorist Financing Implementing E.O. 13224 (Revision 2)", including certification.	√
Not on the List of Parties Excluded from Federal Procurement and Non-Procurement Program	√
Complies with AAPD 04-03 and includes the Standard Provisions "Debarment, Suspension, and Other Responsibility Matters" and "Drug-Free Workplace."	√
Subgrant includes provision on "Reporting of Foreign Taxes."	√

We would appreciate your usual quick response to this request. If you have any questions regarding this request please let us know.

Sincerely,

Chief of Party
IRG

cc: Grants Coordinator
Relevant Regional Coordinators