



USAID | MEXICO

FROM THE AMERICAN PEOPLE

September 28, 2016

Mr. Antonio Molpeceres
Resident Representative
United Nations Development Program (UNDP)
Montes Urales 440
Lomas de Chapultepec
Ciudad de México, C.P. 11000

Reference: **Supporting Mexico's Achievement of United Nations Sustainable Development Goals through Open Government and Citizen Participation**

Subject: **AID-523-IO-16-00001 UNDP Goals through Open Government and Citizen Participation.**

Dear Mr. Molpeceres:

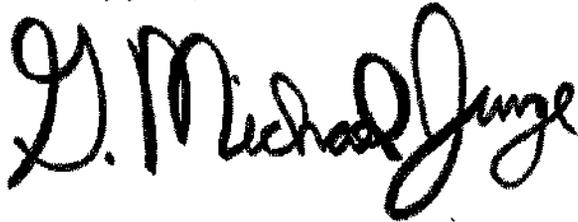
Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development (USAID) hereby grants to UNDP, hereinafter referred to as "UNDP", the "Grantee" or the "Recipient", the sum of \$2,800,000.00 to provide support for the program described in the Schedule of this award, and in Attachment B, entitled "Program Description."

This Cooperative Agreement is effective as of September 28, 2016. You are not allowed to make any expenditure under this award until after October 13, 2016. Obligation is made as of the date of this letter and shall apply to expenditures made by the Recipient in furtherance of program objectives during the period beginning with the effective date of September 28, 2016 and ending on October 12, 2019. USAID will not be liable for reimbursing the Recipient for any costs in excess of the obligated amount.

This Cooperative Agreement is being made with UNDP on condition that the funds will be administered in accordance with the terms and conditions as set forth in Attachment A (the Schedule), Attachment B (the Program Description), and Attachment C (the Standard Provisions), all of which have been agreed to by your organization.

Please sign this letter to acknowledge your receipt of the Cooperative Agreement and scan and return to mexicoaa@usaid.gov.

Sincerely yours,



Control Number: 2016-0196
G. Michael Junge
Agreement Officer
USAID/Mexico

Attachments:

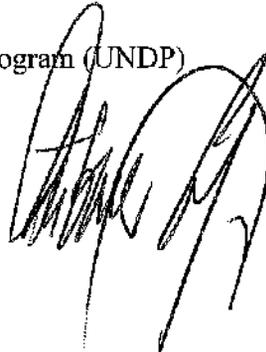
- A. Schedule
- B. Program Description
- C. Standard Provisions

ACKNOWLEDGED: United Nations Development Program (UNDP)

BY: Antonio Molpeceres

TITLE Resident Coordination,
Resident Representative 2016.

DATE: 29 September, 2016



A. GENERAL

1. Total Estimated USAID Amount: \$2,800,000.00
2. Total Obligated USAID Amount: \$2,798,779.00
3. Cost-Sharing Amount (Non-Federal): \$0.00
4. Activity Title: Supporting Mexico's Achievement of United Nations Sustainable Development Goals through Open Government and Citizen Participation
5. USAID Technical Office: Office of Integrity and Transparency (OIT), USAID/Mexico

B. SPECIFIC

1. Operating Unit: 523
2. Benefiting Geo Area: 523
3. DUNS No.:645521498
4. LOC No. 17A8

C. PAYMENT OFFICE

USAID/Washington
M/FM/CMP/GIB – LOC Unit
RRB 7.07 – 107/108
1300 Pennsylvania Avenue, NW
Washington DC 20523

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Attachment A – SCHEDULE

A.1 PURPOSE OF GRANT

The purpose of this Activity is to establish sustainable government/civil society dialogue and co-creation spaces to counter corruption at the subnational level, to improve the responsiveness of public institutions and citizen participation in local government through sustainable open government mechanisms that promote transparency through dialogue and policy co-creation; and more specifically described in Attachment B (the Program Description) to this Grant.

A.2 PERIOD OF GRANT

The effective date of this Grant is September 28, 2016. The estimated completion date of this Grant is October 12, 2019.

A.3 AMOUNT OF GRANT AND PAYMENT

- a. The total estimated amount of this Grant for the period shown in A.2 above is USD \$2,800,000.00.
- b. USAID hereby obligates the amount of USD \$2,798,779.00 for program expenditures during the period set forth in A.3.c below and as shown in the Budget below. The Recipient will be given written notice by the Agreement Officer if/when additional funds are anticipated to be added. USAID is not obligated to reimburse the Recipient for the expenditure of amounts in excess of the total obligated amount.
- c. Funds obligated hereunder are available for program expenditures through September 30, 2019.
- d. Payment shall be made to the Grantee in accordance with payment procedures set forth in the provision entitled Payment (Letter of Credit), under Attachment C (Standard Provisions).

A.4 GRANT BUDGET

The following is the Grant Budget. Revisions to this budget shall be made only in accordance with the Standard Provision of this Grant entitled "Revision of Grant Budget". Deviations of over 10% in any line item shall require prior authorization by the Agreement Officer.

Cost Element	Amount
Salary & Personnel	\$ 562,933.00
Travel & Transportation	\$ 387,996.00
Other Direct Costs	\$ 1,717,562.00
Indirect Costs	\$ <u>131,509.00</u>
TOTAL COSTS	\$ 2,800,000.00

A.5 REPORTING AND EVALUATION

The Grantee is requested to submit the documents and reports as described below:

Annual Work Plan: An Annual Work Plan will be developed in consultation with USAID, counterparts, and implementing partners. The Annual Work Plan will include:

- The strategy and description of activities that will be used for the achievement of Activity results.
- A timeline for the **planned achievement** of milestones and outputs.
- Individual long-term and short-term technical assistance tasks.
- A schedule for commodity procurements.
- A training plan, including a schedule and benchmarks.
- Expected targets based on indicators as per the monitoring and evaluation plan.
- A management plan.
- Financial and pipeline analysis for the final year.

Annual Work Plans (in English) will be submitted to USAID/Mexico's Agreement Officer's Representative (AOR) for review and approval. The draft Annual Work Plan will be submitted to USAID/Mexico's AOR within 90 days of the award and will initially cover the period through September 30, 2017. Subsequent Annual Work Plans must be submitted 30 days after the end of each fiscal year (Fiscal Year of the United States begins on October 1 and ends on September 30), covering the period from October to September of the following year.

Monitoring and Evaluation Plan: A Monitoring and Evaluation Plan (M&E) must be submitted to USAID/Mexico's AOR for approval within 60 days after the Agreement is signed.

Quarterly Progress Report:

The Grantee shall submit to the AOR, in English, and other administrative staff as indicated by USAID, on a quarterly basis (30 days after the close of each quarter), a report that includes two sections: Technical and Financial, as described below.

B.1 Technical Section of Quarterly Report

The quarterly reports will be structured to highlight achievements, obstacles faced, assistance requested from USAID/Mexico, and any other significant information. They will also contain a summary of the progress made under each of the required Tasks, including a detailed description of key activities that took place during the period reported. In addition, this will include contributions to USAID's Agency Priority Goals (APGs).

For all training activities financed under the Grant and conducted in-country, in the U.S., or in a third country, the Grantee must comply with Automated Directives System (ADS) Chapter 253 and other USAID/Mexico specific policies and procedures governing the effective, efficient planning, design, and implementation of such training programs. The Grantee will be responsible for entering training information into the TrainNet database on a quarterly basis. Each quarterly report will include a confirmation that this requirement has been met.

The report covering the quarter ending on September 30th of each fiscal year shall contain information for the whole fiscal year, in addition to the quarter in question. A template will be provided to the Grantee by USAID for quarterly reports. The specific scope and format of the technical section of the quarterly reports will be determined in consultation with the AOR.

Financial Section of Quarterly Report

Along with the technical section of the quarterly report, the Grantee must submit a financial section of the quarterly report including:

- Award number;
- Grantee's name;
- Authorized expenditures;
- Actual expenditures;
- Balance;
- Estimated completion date; and
- Total expenses incurred during the quarter; and other pertinent information, such as analysis, projections for the next quarter and an explanation of cost increases or underestimation of original costs.

The report shall contain a section addressing at least the following elements:

- Total amount obligated;
- Total amount invoiced for;
- Total amount expended but not yet invoiced for; and
- Remaining unexpended funds.

The Financial Report shall also include an estimated accrual report including the following information:

- Total amount obligated;
- Total amount invoiced for;
- Total amount expended but not yet invoiced for; and
- Remaining unexpended funds.

Gender Plan:

The Grantee shall submit along with the first Work Plan (within 60 days of signing of the Grant), a Gender Plan taking into consideration the information provided in the Program Description for the life of the activity, describing how gender issues will be integrated into implementation and how gender might impact the achievement of the award. Gender is not just about numbers but also how various interventions will impact genders differently and what risks that might pose to the success of the program. Progress in the implementation of this plan will be reported in each quarterly report.

Final Report: A draft report will be due 45 calendar days prior to the end of program activities. USAID/Mexico will have 30 calendar days to provide comments. Once comments are received, discussed, and incorporated, the Grantee will submit electronic versions of the final report in English and in Spanish. Hard copies of the report will be provided as requested. The recommended format for the final report includes:

- Executive Summary.
- Program Summary.
- Technical Activities during the reporting period (inputs and outputs by result, results and Activity performance targets, problem encountered and solutions).
- Management information.
- Financial information.
- Lessons learned and recommendations.

The Grantee must prepare and submit a copy of the final report to the Development Experience Clearinghouse (DEC). Per USAID's Automated Directives System (ADS) Chapter 540 – Development Experience Information, materials must be submitted through the DEC website (<http://dec.usaid.gov>), through e-mail (docsubmit@usaid.gov), or through the U.S. Postal Service to the following address:

USAID Development Experience Clearinghouse
M/CIO/ITSD/KM/DEC
Ronald Reagan Building M. 01
U.S. Agency for International Development
Washington, DC 20523

The title page of all reports forwarded to USAID must include a descriptive title, the author's name, grant number, the project number and title, the grantee's name, the name of the USAID office, and the publication or issuance date of the report.

A.6 ENVIRONMENTAL COMPLIANCE

An amended Initial Environmental Examination (IEE) covering this activity (No. LAC-IEE-16-05) was approved by the Latin American and Caribbean Bureau Environmental Officer, Victor H. Bullen, on November 19, 2015. A Categorical Exclusion was determined for IR 3.3 activities that involve technical assistance, training, educational activities that will not have a negative impact on the environment pursuant to 22 CFR 216.2(c)(1) ii and 22 CFR 216.2 (c)(2). The IEE also provides a Negative Determination with Conditions for any subgrants that might be issued in support of IR3.3, and that activities supported by subgrants will require an Environmental Mitigation and Monitoring Plan (EMPP).

A.7 PARTICIPANT TRAINING

For all training activities financed under this Grant and conducted either in country or in the U.S., or in a third country, the Recipient must comply with ADS Chapter 253 – Training for

Development and other USAID specific policies and procedures governing the effective, efficient planning, design, and implementation of such training programs.

A.8 BRANDING AND MARKING

The branding and marking policy directives and required procedures in ADS Chapter 320 must be included in the instruments USAID uses to implement development assistance programs and projects. All USAID-funded foreign assistance must be branded through use of a "Branding Strategy" and marked through use of a "Marking Plan" to ensure that implementing partners communicate that the assistance is from the American people. UNDP should use the Outline for Branding Strategy and Marking Plan for Assistance Awards (see Attachment D) to draft their strategy.

USAID's policy is that programs, projects, activities, public communications, or commodities implemented or delivered under co-funded instruments – such as grants, grants, or other assistance awards that usually require a cost share – generally are "co-branded and co-marked."

Marking requirements, including requests for presumptive exceptions (see 2 CFR 700.16 (h)) and waivers, for assistance awards must be in accordance with 2 CFR 700.16 (j)(1). By policy, USAID requires non-U.S., non-governmental organizations, including cooperating country non-governmental organizations (and in certain cases, Public International Organizations, see ADS 320.3.5), to follow marking requirements for assistance awards as set forth in ADS 303 and 2 CFR 700.16.

UNDP will submit a Branding Strategy and a Marking Plan to USAID as required by 2 CFR 700.16 no later than 60 days after the start date of the award. UNDP must refrain from producing materials that will require branding and marking until such time as a Branding Strategy and a Marking Plan have been approved by USAID/Mexico. The proposed Marking Plan may include a request for approval of one or more exceptions to the marking requirements in 2 CFR 700.16. The USAID Agreement Officer will evaluate the Branding Strategy and Marking Plan (including any requests for exceptions) for approval, consistent with the provisions of this Grant and ADS 320.

A.9 SUBAWARDS

The Recipient can consider utilizing subawards to commission research, analysis and policy dialogue with institutions that have expertise in citizen security issues. These institutions may include civil society organizations (i.e., local NGOs, academic institutions), other UN agencies, and international institutions that can provide long-lasting technical support to the advancement of the project's objectives. The grantee may also utilize subawards as a mechanism to build local civil society capacity. The use of subawards should be seen as one tool to achieve the results of the program, and applicants should propose their use as such. USAID must approve the actual selection of subrecipients.

UNDP will ensure following its own financial, procurement and evaluation policies and procedures that the applicants have the capacity to perform adequately. UNDP must also ensure

that any sub-awards that meet the audit thresholds (\$750,000 for a U.S. organization, and \$300,000 for a non-U.S. organization) have budgeted and completed an annual audit.

A.10 SPECIAL PROVISIONS

A.10.1 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this award is 937. Per ADS 310.1.1.1, Code 937 is authorized USAID Principal Geographic Code of the procurement of commodities and services. Code 937 includes the United States, the recipient country, and developing countries other than advanced developing countries.

A.10.2 SALARY SUPPLEMENTATION

No funds provided under this Agreement shall be used to make any payments to employees of any government unless specifically authorized in writing by the Agreement Officer.

A.10.3 RESOLUTION OF CONFLICTS

Conflicts between any of the Attachments of this Agreement shall be resolved by applying the following descending order of precedence:

Attachment A - Schedule
Attachment C - Standard Provisions
Attachment B - Program Description

No funds provided under this Agreement shall be used to make any payments to employees of any government unless specifically authorized in writing by the Agreement Officer.

A.11 RESOLUTION OF CONFLICTS

Conflicts between any of the Attachments of this Agreement shall be resolved by applying the following descending order of precedence:

Attachment A - Schedule
Attachment C - Standard Provisions
Attachment B - Program Description

Attachment B – PROGRAM DESCRIPTION

Activity Title: Supporting Mexico's Achievement of United Nations Sustainable Development Goals through Open Government and Citizen Participation

B.1 BACKGROUND

Over the past five years, the Open Government Partnership (OGP) has promoted the development of more accountable, responsive, and effective public institutions among their 69 member-states – particularly at the national level – through the implementation of actions and commitments that seek to foster transparency, empower and engage citizens, fight corruption, and harness new technologies to strengthen governance. This project strives to create a community of transformative practitioners capable of promoting open government principles and tools.

During the 70th United Nations General Assembly that took place in September 2015, the OGP Steering Committee – chaired by the Mexican government at the time – endorsed a Joint Declaration for the Implementation of the 2030 Agenda for Sustainable Development that strives for the implementation of Open Government practices to support achievement of United Nations Sustainable Development Goal 16: Promote peaceful and inclusive societies for sustainable development, provide access to justice for all, and build effective, accountable, and inclusive institutions at all levels.

As a founding member of this initiative¹, the Government of Mexico (GOM) authorities and civil society organizations (CSOs) have contributed to the development of an open government agenda and sustainable development practices. The GOM and CSOs created the Tripartite Technical Secretariat, a high-level space for dialogue and decision-making for the GOM (*Secretaría de la Función Pública* and *Presidencia de la República*); the National Institute for Transparency, Access to Information, and Personal Data Protection (INAI, an autonomous entity); and a group of eight CSOs. As a result, Mexican CSOs and authorities have designed and implemented two transparency-related National Action Plans.

Currently, the third planning cycle is in progress. However, Mexico's open government agenda in support of OGP commitments has not fully permeated the subnational level, where interactions between the government and civil society are closer, more fluid, and more prone to impact citizens' quality of life directly, but also more attached to corporatist and clientelistic legacies. In this regard, this project builds on the assumption that supporting current initiatives that seek to modify the traditional linkages between social actors and authorities at the local level through the implementation and institutionalization of open government practices (transparency, citizen engagement, accountability, and innovation) may be a sensible investment to strengthen local democratic institutions and to advance sustainable development goals in Mexico.

¹ See more information about Mexico's plans and commitments under OGP: <http://www.opengovpartnership.org/country/mexico>

INAI launched the *Open Government: Local Co-creation* initiative in 2015, which supports the development of open government exercises at the subnational level directed at the establishment of Local Technical Secretariats and the implementation of transparency Local Action Plans. One issue that has been detected in the operation of these Local Technical Secretariats is that most of their members lack the needed capabilities to advance effective solutions from a development perspective. This project builds on similar efforts around the world to solve this capacity problem in an innovative manner – namely, by building capacity of local Technical Secretariats representatives through fellowships and assistance developing Local Action Plans. In the end, these two efforts will help advance Mexico’s OGP agenda by ensuring that citizens in participating states are aware of their rights under the country’s new transparency system and exercise those rights effectively.

In sum, the main objectives of this project are to improve the responsiveness of public institutions and citizen participation in local government through sustainable open government mechanisms that promote transparency through dialogue and policy co-creation².

B.2 STATEMENT OF PURPOSE

The project’s overall objective is to establish sustainable government-civil society dialogue and co-creation spaces and counter corruption at the subnational level. Specifically, this objective will be achieved through: a) the implementation of open government principles and practices that strengthen CSO participation and b) the creation and strengthening of social platforms (institutional and digital) that will promote civic engagement through open government and a place-based approach. This approach promotes dialogue among various stakeholders – considered to be leaders of the dialogue process – using tools and methodologies in order to respond to the context and needs of a particular territory. This objective will directly support INAI’s subnational open government initiative.

During a three-year implementation period, this project will also contribute to the accomplishment of the GOM’s anti-corruption agenda by designing and implementing innovative social and digital technologies at the subnational level guided by: 1) training and empowering open government transformative agents; and 2) consolidating sustainable spaces for civic-government dialogue and policy co-creation. The dialogue and policy co-creation forums, in turn, will help increase transparency and counter corruption, and facilitate the development of innovative solutions to help Mexico meet U.N. Sustainable Development Goal 16.

² By June 2016, 23 states have joined this initiative: Durango, Morelos, Oaxaca, Jalisco, Veracruz, Tlaxcala, Coahuila, Baja California, Zacatecas, San Luis Potosí, Chiapas, Hidalgo, Tabasco, Sonora, Chihuahua, Ciudad de México, Estado de México, Querétaro, Sinaloa, Guerrero, Nuevo León, Michoacán, and Campeche.

B.3 ACTIVITY DESCRIPTION

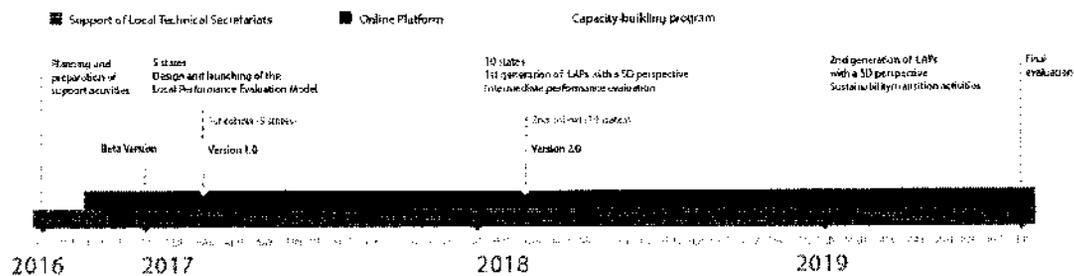
Product #1 Capacity-building program for Open Government transformative agents (fellowship)

Activity 1.1. Capacity building program.

An eight-month capacity building program will be developed, incorporating online and in-person sessions, with permanent tutoring by a specialist in open government, UN Sustainable Development Goals, and related place-based approaches. The program content will be directed at the development of actual open government projects, grounded in co-creation with CSOs for local implementation.

In terms of the structure of the program, participants shall attend two in-person seminars with a duration of one week each. In these sessions, specialists and social leaders will provide insight on the core concepts and approaches of the program. The first seminar will focus on open government, UN Sustainable Development Goals, conflict resolution and consensus building, gender equality, legality, public ethics and integrity, and innovation, among other topics. The second seminar will focus on developing participants' capacities in project development, implementation, and evaluation, as well as skills and tools to effectively develop open government projects with a sustainable development perspective that incorporates leadership, communication, and stakeholder management. These sessions will be important spaces for networking among the participants to facilitate future open government project collaboration.

The remaining learning and networking activities will be held through an online platform. This platform will become a key learning tool, as it will make other contents available (pre-recorded sessions, readings, toolkits) and will function as a virtual learning community in which fellows will receive constant support and feedback from tutors and other fellows for the development of their open government final projects. At the end of the program, fellows are expected to present a complete open government project that could be implemented in their home states as part of INAI's co-creation strategy. A summarized version of the implementation plan for the eight-month capacity development program is presented on the next page.



Activity 1.2. Identification of transformative agents. The Recipient will recruit fellows through an open and competitive process to which local social leaders (CSO members, scholars, and journalists) and key public officials will be invited to apply. The selection process will take into account the following criteria:

- a) Preference will be given to candidates from states that already participate in INAI's open government initiative. During the pilot exercise in 2017, applications will be received from Coahuila, Mexico City, Nuevo León, Oaxaca, and Zacatecas.
- b) Applicants must be at least 20 years old, and there will be preference given to candidates with academic publications or with in-field experience in the implementation of open government or sustainable development projects. Applicants who already participate in the local Open Government exercises promoted by INAI will be given preference.
- c) A selection board will be created and it will comprise representatives from the project governing board, including INAI, UNDP Mexico, GESOC, Gobierno Fácil, and ProSociedad Hacer Bien el Bien, A.C.
- d) Four fellows from each of the five initial states will be selected for the pilot exercise in 2017.
- e) The selection process will also follow strict gender and diversity criteria, in order to secure a fair representation of men/women, public servants/CSO members, underrepresented or indigenous communities, etcetera.

It is important to stress that fellows' participation in the capacity building program will not imply the establishment of a contractual relationship with UNDP Mexico, INAI, or with any of the subgrantees. Participants in the capacity building program will not receive a salary, although the project will absorb travel expenses, when necessary. Ultimately, through this voluntary and honorary capacity building program, the Recipient seeks to recruit already committed social and government actors at the local level with open government principles that may help in the institutionalization of INAI's open government initiative. Some of them may be already working in the Local Technical Secretariats. The creation of a "critical mass" of transformative and capable agents may

increase the interest of other local actors in the development of open government initiatives at the local level in the medium term.

Activity 1.3. Execution of the capacity building program. During the three-year implementation period, the scope of the fellowship program will expand and incorporate participants from at least 15 states. For every group of fellows, the capacity building program will be the same as described above: two one-week in-person seminars, online sessions and tutoring, and the development of a final open government project with a sustainable development perspective.

Product #2. Online platform for the continuous interaction, learning, and action coordination between transformative agents.

Activity 2.1. Design, programming, and development of the online platform. An online platform combining the features of a social network, a learning interface, and a public evaluation scorecard of activities will be designed and developed in line with the preparation and execution of the pilot capacity building program. The main goal of this digital space is to enhance the communication and the interaction among participants that may foster the development of large scale joint open government projects³.

Activity 2.2. Launch of the online platform for the open government transformative agents. The learning features of the online platform will be available for the participants by the time the first capacity building program starts. The rest of the website features will be fully functional by the end of the first eight-month program.

Activity 2.3. Participatory identification of open government and sustainable development challenges through the online platform. Users of the online platform are expected to participate in the identification of national or regional challenges that could be addressed with the tools and methodologies taught in the capacity building program. In this sense, the online platform will function as a collaborative learning and networking space, and also as a tool for joint development and design of policies and/or programs that address local, regional, or national development challenges through the use of tools and methodologies tied to open government, sustainable development, and place-based approaches. UNDP Mexico, INAI, GESOC, Gobierno Fácil, ProSociedad Hacer Bien el Bien, A.C., and the project staff will assist this process.

Product #3. Institutionalization of subnational dialogue and co-creation spaces (Local Transparency Secretariats)

³ A couple of examples that show some of the expected features of the online platform are the websites of the *Red de Monitoreo y Evaluación de América Latina y el Caribe* (<http://redlacme.org>) and of *Red Viral Mexico* (<http://redviral.mx/inicio>).

Activity 3.1. Integration and consolidation of the Local Transparency Secretariats. As part of the minimum prerequisites in INAI's project, participants in the subnational open government exercises must invite new social and governmental actors to the decision-making processes within the Local Transparency Secretariat. In this regard, the INAI will promote the formal integration of fellows to their respective subnational open government exercises.

Product #4. Development of Open Government Local Action Plans

Activity 4.1. Technical advice and support in the design and implementation of open government Local Action Plans. The applicants and the project staff will provide support and advice to the members of the Local Transparency Secretariats during the design and implementation of their Local Action Plans. This activity seeks to achieve the development of Local Actions Plans that include specific, measurable, achievable, relevant, and time-bound commitments that address sustainable development and corruption issues. Specifically, the project will carry out activities on specific methodologies such as multi-actor dialogue, citizen assessment of government results, among others that may facilitate the transformation of Open Government principles in concrete practices and commitments.

Activity 4.2. Development of a local performance model of evaluation of open government and sustainable development. A key activity of the project will be the development a self-evaluation model (for the three years of implementation of the project) of local performance for the implementation of open government Local Action Plans with a sustainable development approach. In line with current national and global debates on the measurement and evaluation of the UN Sustainable Development Goals, this project seeks to offer an evaluation methodology of the impact that open government practices implemented through the project may have on the achievement of UN Sustainable Development Goals. GESOC will be responsible for the development of this evaluation model, based on international best practices⁴.

B.4 STRATEGIC ALLIANCES/PARTNERSHIPS

Mexico's INAI is a strategic partner that helped design and will help oversee this project's implementation, as the activities directly support INAI goals and objectives. In particular, INAI's *Open Government: Local Co-creation* project has contributed to the construction and strengthening of a subnational community of practice made up of approximately 300 CSOs, 65 officials from the executive, legislative, and judicial branches, and 23 access-to-information

⁴ Tentatively, this evaluation model may consider:

- a) The design of value-chain indicators and measurements of the project.
- b) The design of a monitoring and assessment plans of the intervention that it may include indicators, estimation procedures, information sources, periods of time, and responsible persons for the completion of each indicator.

institutions. Thus, the INAI can provide a vast network of nearly 400 strategic actors that could be potential beneficiaries of the intended project activities. These actors would be not only beneficiaries of the project, but also potential replicators of the core elements proposed in the intervention.

Furthermore, the UNDP Mexico Country Office will leverage its vast global network and engage high-level specialists in transparency, multi-actor dialogue, gender and territorial based approaches, and sustainable development activities.

B.5 EXPECTED RESULTS AND DELIVERABLES

Based on the objectives, products, and work plan, the expected impacts, results, and deliverables of the project are presented on the next page:

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Overall objective: Generate relevant open government commitments with a sustainable development approach and mitigate the risk-factors associated with corruption practices at the local level.

Impact indicators:

1. Number of open government actions with a sustainable development perspective with verifiable positive impacts on local conditions in the targeted states.
2. Level of institutionalization of the Local Technical Secretariats (stability over the implementation period, rotation of participants, etc.).

Specific Objective 2. Local Technical Secretariats institutionalized, generating relevant open government commitments with a sustainable development approach

Local open government projects monitored and assessed from sustainable development and anti-corruption approaches

E.g., local performance evaluation model implemented, evaluations completed

Local Action Plans generated with sustainable development and anti-corruption approaches

E.g., percentage of Local Action Plans that contain relevant and cross-cutting commitments oriented to the project's overall objective

Strengthened Local Technical Secretariats

E.g., Regional coverage of Local Technical Secretariats in Mexico, level of trust among the members of the Local technical Secretariats, percentage of open government transformative agents that participate in the Local Technical Secretariats, gaps in the integration of vulnerable groups in Local Technical Secretariats

Specific objective 1. Open government transformative agents trained and empowered to contribute to the solution of sustainable development and corruption challenges

1.1. Open government transformative agents trained

- Completion and knowledge test approval of the capacity-building program.
- Coverage and quality of the recruitment process.
- Gender gap.
- Strengthening of agency capacity.

1.2. Open government transformative agents bonded and empowered

- Number of participants in the online platform.
- Regional and gender distribution of users.
- Sustainable development challenges identified through the online platform.
- Creation of collaborative initiatives.

B.6 DRAFT MONITORING AND EVALUATION PLAN

Note: The below indicators are illustrative. The final Monitoring and Evaluation Plan will be finalized in collaboration with USAID within 60 days of the award start date.

Impact indicators

- Number of open government commitments with sustainable development perspectives that are results oriented and have verifiable positive results on local conditions in the targeted states.
- Level of institutionalization⁵ of the Local Technical Secretariats (stability over the implementation period, rotation of participants, etcetera).

Specific objective 1

Output indicators

- Number of subnational entities receiving USG assistance that improve their performance in national transparency indicators.
- Percentage of participants that successfully completed the capacity-building program.
- Percentage of participants that approved the knowledge test of the capacity-building program.
- Number of government officials receiving USG-supported anti-corruption training:
 - Female government officials who received USG-supported anti-corruption training.
 - Male government officials who received USG-supported anti-corruption training.
- Number of active users of the online platform in comparison to the participant fellows in the capacity-building program.
 - Female active users of the online platform in comparison to the participant fellows in the capacity-building program.
 - Male active users of the online platform in comparison to the participant fellows in the capacity-building program.
- Number of people from non-government organizations receiving USG-supported anti-corruption training.
 - Female subjects from non-government organizations receiving USG-supported anti-corruption training.
 - Male subjects from non-government organizations receiving USG-supported anti-corruption training.
- Number of civil society organizations receiving USG assistance engaged in advocacy interventions.
- Learning contents for capacity-building program generated.

⁵ It refers to the process of creation and continuing operation of the Local Technical Secretariats under the Open Government Partnership. Including stability of operations over the implementation period, rotation of participants, and continuous creations and follow up of Local Action Plans, aligned to the UN Sustainable Development Goals.

- Geographical distribution of the fellows and the users of online platform.
- Number of national or regional Sustainable Development challenges identified through the online platform and processed through the Local Action Plans.
- Percentage of users with a positive perception of the online platform (men/female).
- Percentage of participants that successfully created and executed collaborative initiatives through the capacity-building program (men/female).
- Percentage of participants of the capacity-building program that successfully created and executed commitments through Local Action Plans (men/female).

Specific objective 2

Output indicators

- Percentage of final open government projects that were successfully integrated into Local Action Plans.
- Number of mechanisms for external oversight of public resources implemented as a result of USAID assistance.
- Number of subnational entities receiving USG assistance to improve their performance and strengthen transparency.
- Percentage of Local Action Plans that contain specific, measurable, assignable, realistic, and time-related commitments directed at addressing sustainable development and corruption challenges.
- Gaps of integration of vulnerable groups⁶ within Local Technical Secretariats.

Process indicators

- Percentage of open government transformative agents integrated to the Local Technical Secretariats.
- Percentage of Local Technical Secretariats sensitized on multi-actor dialogue and other conflict resolution methodologies.
- Implementation of the local performance evaluation model.
- Number of concluded performance evaluations.

B.7 SUSTAINABILITY

INAI will provide expertise on transparency and open government, as well as the network of contacts developed under its *Open Government: Local Co-creation* project. INAI salaries and expenses will be self-funded. INAI will assume ownership and the responsibility to continue the project once the three-year implementation period comes to an end. During the second semester of the 2019, INAI will carry out various activities to ensure the continuity of this initiative in the

⁶ According to the 2014 United Nation's Human Development Report, the vulnerable groups are: informal workers, socially excluded people, the poor, women, people with disabilities, migrants, minorities, children, the elderly, and young people. Available at: <http://hdr.undp.org/sites/default/files/hdr14-report-en-1.pdf>

long term. Some of these activities may include signing agreements with other organizations, adding new components, carrying out institutional activities, among others.

GESOC will cover some of the costs related to the strengthening of the Local Technical Secretariats – particularly in the development of social policy commitments – and will provide its expertise in activities for the Secretariat’s members on the use of evidence for the design and implementation of effective open government projects. GESOC will also develop the local performance evaluation model and will perform the outcome evaluation of the initiative during the second semester of 2019.

B.8 GENDER

Gender is not just a simple numbers game, i.e., equal number of men and women participate. Gender encompasses how programs will be affected differently based on gender, as roles of men and women in society are not the same. How men might respond to a project could be vastly different than how women would respond to the same project. Gender must look at traditional male/female roles and determine how those differences might impact the program. An example could be the dissemination of information by internet. Do women have the same access to the internet as men? If they do not, could this interfere with the project’s success?

The project will also need to consider gender equality as a cross-cutting approach in the capacity building program, particularly in the selection of participants and as a core subject to be transmitted to participants. For the fellowship program, the selection process will follow strict gender criteria, in order to secure a fair representation of men/women.

Also, as part of the institutionalization of the local dialogue and co creation spaces, a plural gender sensitive integration of the Local Technical Secretariats will be promoted. Considering that the project seeks to advance on the achievement of the UN Sustainable Development Goals, open government projects integrated into the Local Action Plans are expected to promote attention to traditionally excluded groups, such as women, indigenous groups, youth or disabled people.

Particularly, in the context of UN Sustainable Development Goal 5, “Achieve gender equality and empower all women and girls,” this project aims to contribute to Goal 5.5 “Ensure women’s full and effective participation and equal opportunities for leadership at all levels of decision-making in political, economic and public life.” This project will empower female leaders in the Local Technical Secretariats.

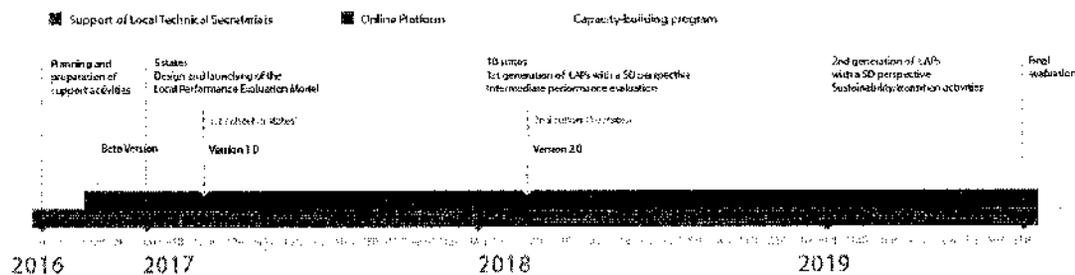
Insofar as one of the project’s key objectives is the co-creation of Local Action Plans based on development territorial analysis, efforts will be made to ensure that statistics and socioeconomic information allow disaggregation by gender. The project will also stimulate that commitments included in Action Plans differentiate their impacts on men and women, considering their life conditions, specific interests and disadvantages. Plans and commitments should incorporate

gender mainstreaming and combating gender discrimination throughout the different phases of the policy process.

B.9 GEOGRAPHIC SCOPE

The project will have a duration of three years and it is expected to be implemented in at least fifteen states by the end of the third year. As mentioned in Section III, there will be a pilot for the capacity building program that will only receive applications from five states, moving on to a larger number of states in 2018.

B.10 ESTIMATED PROJECT TIMELINE/IMPLEMENTATION PLAN



B.11 TECHNICAL/MANAGEMENT/ADMINISTRATIVE CAPACITIES OF THE PRIME

UNDP works in nearly 170 countries and territories, helping to achieve the eradication of poverty, and the reduction of inequalities and exclusion. In Mexico, the UNDP Resident Representative also serves as the Resident Coordinator of development activities for the 24 agencies, funds, program, and organizations of the United Nations System in the country.

For two consecutive years, the Aid Transparency Index has recognized UNDP as the most transparent development agency in the world, while AidData (2015) named UNDP among the development partners that communicate most frequently with host government counterparts. UNDP has in place an open data platform that enables wide global usage of its data. More details of UNDP's activities, budgets and results are being published than ever before on open.undp.org, covering 4,743 projects in 155 countries and territories.

As of January 2015, UNDP adopted mandatory Social and Environmental Standards for all of its projects and programs. These standards will strengthen UNDP's efforts for increased quality in its programs and ensure social and environmental benefits for the people they serve.

In 2015, UNDP Mexico had a total budget of USD\$21.6 million, out of which almost half was contributed by the Mexican federal and state governments. A total of USD\$11.1 million came

from global and bilateral funds, European Union funds, and other regular and thematic funds. Currently, UNDP Mexico's portfolio has 33 active development projects in the areas of sustainable development, reduction of poverty, and democratic governance, totaling a projected budget of USD\$24.4 million for 2016, out of which 52% comes from bilateral and global funds.

UNDP Mexico has a total of 34 core staff covering programmatic and operational roles and responsibilities and manages 541 service contracts within its portfolio of development projects.

Attachment C – STANDARD PROVISIONS

I. MANDATORY STANDARD PROVISIONS FOR GRANTS TO PUBLIC INTERNATIONAL ORGANIZATIONS (PIOs)

1. ALLOWABLE COSTS (APRIL 2011)

a. The recipient must use funds provided under the award for costs incurred in carrying out the purposes of the award which are reasonable, allocable, and allowable.

(1) “Reasonable” means the costs do not exceed those that would ordinarily be incurred by a prudent person in the conduct of normal business.

(2) “Allocable” means the costs are necessary to the award.

(3) “Allowable” means the costs are reasonable and allocable, and conform to any limitations set forth in the award.

b. The recipient is encouraged to obtain the Agreement Officer’s written determination in advance whenever the recipient is uncertain as to whether a cost will be allowable.

2. AMENDMENT (APRIL 2011)

The parties may amend the award by mutual agreement, by formal modifications to the basic award document, or by means of an exchange of letters between the Agreement Officer and the recipient.

3. NONLIABILITY (APRIL 2011)

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

4. NOTICES (APRIL 2011)

Any notice given by USAID or the recipient will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax. Notices to USAID should be sent to the Agreement Officer at the address specified in the award and to any designee specified in the award. Notices to the recipient should be sent to the recipient’s address shown in the award or to such other address designated in the award.

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

(All cost-type PIO awards must include one of the following three payment provisions:)

5. PAYMENT (LETTER OF CREDIT) (APRIL 2011)

(This provision is applicable when use of a Letter of Credit is requested by the recipient and approved by USAID’s Office of the Chief Financial Officer.)

- a. Payment under the award is completed through a Letter of Credit (LOC), in accordance with the terms and conditions of the LOC and any instructions issued by the USAID Bureau for Management, Office of the Chief Financial Officer, Cash Management and Payment Division (M/CFO/CMP).
- b. As long as the LOC is in effect, the terms and conditions of the LOC and any instructions issued by M/CFO/CMP constitute the payment conditions of the award over any other payment clause of the award.
- c. The recipient should have written procedures that minimize the time elapsing between the transfer of funds and disbursement by the recipient. The recipient must exercise prudent management of Federal funds by drawing only those funds that are required for current use. The timing and the amount of the drawdown must be as close as is administratively possible to the actual disbursements by the recipient for direct program or activity costs and the proportionate share of any allowable indirect costs.
- d. Revocation of the LOC, in accordance with its terms and conditions, is at the discretion of M/CFO/CMP, after consultation with the Agreement Officer. Notification of revocation must be in writing and must specify the reasons for such action. If the LOC is revoked, payments may be made on a cost-reimbursement basis. For reimbursement, the recipient must submit to the USAID Controller an original and three copies of **SF-1034, Public Voucher for Purchases and Services Other Than Personal** ([http://contacts.gsa.gov/webforms.nsf/0/57675C8BB6CE880B85256A3F004125BD/\\$file/SF%201034.pdf](http://contacts.gsa.gov/webforms.nsf/0/57675C8BB6CE880B85256A3F004125BD/$file/SF%201034.pdf)), and **SF-1035, Continuation of SF-1034** ([http://contacts.gsa.gov/webforms.nsf/0/213A354B84AE05B085256A81004632C8/\\$file/SF%201035.pdf](http://contacts.gsa.gov/webforms.nsf/0/213A354B84AE05B085256A81004632C8/$file/SF%201035.pdf)), normally once a month, but in any event no less than quarterly. Each voucher must be identified by the award number and must state the total costs for which reimbursement is being requested.

6. AUDIT AND RECORDS (UN) (APRIL 2011)

- a. The recipient agrees to furnish the U.S. Government (USG) with a final report on activities carried out under the award, including accounting for award funds in sufficient detail to enable USAID to liquidate the award. The report must be submitted to the address specified in the award.
- b. It is understood that financial records, including documentation to support entries on accounting records and to substantiate charges against the award, will be maintained in accordance with the recipient's usual accounting procedures, which must follow generally accepted accounting practices. The recipient must maintain such financial records for at least three years after the recipient's final disbursement of funds under the award.
- c. The recipient confirms that the award will be audited applying established procedures under appropriate provisions of the financial regulations and rules of UNDP. The recipient agrees to make available these audit reports to the USG in accordance with the UNDP Oversight Policy and relevant decisions of the UNDP Executive Board. The recipient also agrees to provide additional clarifications as may be reasonably requested

by the USG with respect to questions arising from the audit report. In the event that USAID becomes aware of factors that would indicate a need for closer scrutiny of USAID-funded activities, these factors will be promptly brought to the attention of UNDP Office of Audit and Investigations to determine the need for a special purpose audit. The costs of such an audit shall be borne by the said activities.

7. REFUNDS (APRIL 2011)

- a. If the recipient earns interest on Federal advances before expending the funds for program purposes, the recipient must remit the interest annually to USAID. Interest amounts up to \$250 per year may be retained by the recipient for administrative expenses.
- b. Funds obligated by USAID, but not disbursed to the recipient before the award expires or is terminated will revert to USAID, except for funds committed by the recipient to a legally binding transaction applicable to the award. Any funds advanced to, but not disbursed by, the recipient before the award's expiration or termination must be refunded to USAID, except for funds committed by the recipient to a legally binding transaction applicable to the award.
- c. If, at any time during the life of the award, or as a result of an audit, the Agreement Officer determines that USAID funds provided under the award have been expended for purposes not in accordance with the terms of the award, then the recipient must refund the amount to USAID.

8. AWARD BUDGET LIMITATIONS AND REVISIONS (APRIL 2011)

- a. The approved award budget is the financial expression of the recipient's program as approved during the award process. USAID is not obligated to reimburse the recipient for any costs incurred in excess of the total amount obligated under the award.
- b. The recipient must immediately request approval from the Agreement Officer when there is reason to believe that, within the next 30 calendar days, a revision of the approved award budget will be necessary for any of the following reasons:
 - (1) To change the scope or the objectives of the program or to add any new activity.
 - (2) To revise the funding allocated among program objectives by more than ten percent (10%) of the total budget amount unless the award states otherwise.
 - (3) Additional funding is needed.
 - (4) The recipient expects the amount of USAID authorized funds to exceed its needs by more than \$20,000 or ten percent (10%) of the USAID award, whichever is greater.
- b. The recipient will not be obligated to continue performance under the award (including actions under the "Termination Procedures" provision) or otherwise to incur costs in excess of the amount obligated under the award, unless and until the Agreement Officer notifies the recipient in writing that the obligated amount has been increased and specifies the new award total amount.

9. TERMINATION PROCEDURES (APRIL 2011)

The award may be terminated by either party, in whole or in part, at any time with 30 days written notice of termination. After receiving a termination notice from the Agreement Officer, the recipient must take immediate action to cease all expenditures financed by the award and to cancel all unliquidated obligations if possible. The recipient may not enter into any additional obligations under the award after receiving the notice of termination, other than those reasonably necessary to affect the close out of the award. Except as provided below, no further reimbursement will be made after the effective date of termination. As soon as possible, but in any event no later than 120 days after the effective date of termination, the recipient must repay to USAID all unexpended USAID funds that are not otherwise obligated by a legally binding transaction applicable to the award. If the funds paid by USAID to the recipient before the effective date of termination are not sufficient to cover the recipient's obligations under a legally binding transaction, then the recipient may submit a written claim for such amount to USAID within 120 days after the effective date of termination. The Agreement Officer will determine the amount(s) to be paid by USAID to the recipient under the claim in accordance with the "Allowable Costs" provision of the award.

10. FINANCIAL MANAGEMENT, PROCUREMENT, AND EVALUATION (APRIL 2011)

To the extent not inconsistent with other provisions of the award, USAID and the recipient understand that funds made available to the recipient must be administered in accordance with the recipient's own financial rules and regulations, and that the recipient will follow its own procurement and evaluation policies and procedures.

11. DISPUTE RESOLUTION (APRIL 2011)

USAID and the recipient will use their best efforts to amicably settle any dispute, controversy, or claim that results from, or relates to, the award.

12. TITLE TO AND DISPOSITION OF PROPERTY (APRIL 2011)

Ownership of equipment, supplies, and other property purchased with funds under the award will vest in the recipient. Disposition of excess property with a fair market value in excess of \$5,000 will be made in consultation with USAID and where applicable, the host government of the country in which the activities financed under the award take place or other recipient organizations.

13. USAID DISABILITY POLICY AND UN CONVENTION ON THE RIGHTS OF PERSONS WITH DISABILITIES ASSISTANCE (APRIL 2011)

a. The principles of the present UN Convention on the Rights of Persons with Disabilities include promoting: (1) respect for inherent dignity, individual autonomy including the freedom to make one's own choices, and independence of persons; (2) nondiscrimination; (3) full and effective participation and inclusion in society; (4) respect for difference and acceptance of persons with disabilities as part of human diversity and humanity; (5) equality of opportunity; (6)

accessibility; (7) equality between men and women; and (8) respect for the evolving capacities of children with disabilities. The full text of the Convention can be found at the following Web site: <http://www.un.org/disabilities/documents/convention/convoptprot-e.pdf>.

b. USAID requires that the recipient not discriminate against persons with disabilities in the implementation of USAID-funded programs and make every effort to respect the principles of the Convention on the Rights of Persons with Disabilities in performing the program under the award. One of the objectives of the USAID's Disability Policy is to engage other U.S. Government agencies, host country counterparts, governments, implementing organizations, and other donors in fostering a climate of nondiscrimination against people with disabilities. To that end, and to the extent it can accomplish this goal within the scope of the program objectives, the recipient should demonstrate a comprehensive and consistent approach for including men, women, and children with disabilities.

14. TERRORIST FINANCING CLAUSE (UN) (APRIL 2011)

Consistent with numerous United Nations Security Council resolutions, including S/RES/1269 (1999) ([http://www.undemocracy.com/S-RES-1269\(1999\).pdf](http://www.undemocracy.com/S-RES-1269(1999).pdf)), S/RES/1368 (2001) ([http://www.undemocracy.com/S-RES-1368\(2001\).pdf](http://www.undemocracy.com/S-RES-1368(2001).pdf)), and S/RES/1373 (2001) ([http://www.undemocracy.com/S-RES-1373\(2001\).pdf](http://www.undemocracy.com/S-RES-1373(2001).pdf)), both USAID and the recipient are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of USAID to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. In accordance with this policy, the recipient undertakes to use reasonable efforts to ensure that none of the USAID funds provided under the award are used to provide support to individuals or entities associated with terrorism.

II. REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR COST-TYPE AWARDS TO PUBLIC INTERNATIONAL ORGANIZATIONS

The following standard provisions must be used when applicable. Applicability statements are contained in the parenthetical statement preceding the standard provision. When a standard provision is determined to be applicable in accordance with the applicability statement, the use of such standard provision is mandatory unless a deviation has been approved in accordance with ADS 308.3.12 (<http://www.usaid.gov/policy/ads/300/308.pdf>).

1. PROHIBITION ON ASSISTANCE TO DRUG TRAFFICKERS (APRIL 2011)

a. The recipient must make such reasonable efforts, as are necessary, to ensure that no funds or other support under the award are diverted in support of drug trafficking.

b. USAID reserves the right to terminate assistance to, or take other appropriate measures with respect to, any participant specifically designated by USAID who is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking.

As defined in 22 CFR Part 140

(http://edocket.access.gpo.gov/cfr_2002/apr/qtr/pdf/22cfr140.3.pdf), drug trafficking means

“any activity undertaken illicitly to cultivate, produce, manufacture, distribute, sell, finance or transport, or to assist, abet, conspire, or collude with others in illicit activities, including money laundering, relating to narcotic or psychotropic drugs, precursor chemicals, or other controlled substances.”

c. The recipient agrees not to disburse, or sign documents committing the recipient to disburse, funds to a subrecipient designated by USAID (“designated subrecipient”) until advised by USAID that (1) any United States Government review of the designated subrecipient and its key individuals has been completed; (2) any related certifications have been obtained; and (3) the assistance to the designated subrecipient has been approved.

d. The recipient must insert the following clause, or its substance, in its agreement with the designated subrecipient:

“(Name of recipient) reserves the right to terminate this agreement or take other appropriate measures if (the subrecipient) or a key individual of (the subrecipient) is found to have been convicted of a narcotic offense or to have been engaged in drug trafficking. Drug trafficking is defined as any activity undertaken illicitly to cultivate, produce, manufacture, distribute, sell, finance or transport, or to assist, abet, conspire, or collude with others in illicit activities, including money laundering, relating to narcotic or psychotropic drugs, precursor chemicals, or other controlled substances as defined in 22 CFR Part 140 (http://edocket.access.gpo.gov/cfr_2002/aprqrtr/pdf/22cfr140.3.pdf).”

2. PROHIBITION ON POLICE ASSISTANCE (APRIL 2011)

(This provision is required when the award will support part of a larger activity which includes police assistance or where specific activities are not identified at the time of obligation but could include police assistance, and where there is no applicable exception that would allow USAID to provide this assistance. The Office of the General Counsel (GC) or the cognizant Regional Legal Advisor (RLA) should be consulted regarding the use of this clause.)

PROHIBITION ON POLICE ASSISTANCE (APRIL 2011)

No funds or other support provided under the award may be used for support to any police, prison authority, or other security or law enforcement forces.

3. PROHIBITION ON ASSISTANCE TO MILITARY OR PARAMILITARY (APRIL 2011)

(This provision is required when the award will support part of a larger activity which includes assistance to the military or paramilitary or where specific activities are not identified at the time of obligation but could include military assistance. GC or the cognizant RLA should be consulted regarding the use of this clause.)

Prohibition on Assistance to Military or Paramilitary (April 2011)

No funds or other support provided under the award may be used for support to any military or paramilitary force or activity.

4. PUBLICATIONS AND MEDIA RELEASES (APRIL 2011)

(This provision is applicable when publications are financed under the award.)

a. If the recipient intends to identify USAID's contribution to any publication, video, or other information/media product resulting from the award, the product must state that the views expressed by the author(s) do not necessarily reflect those of USAID. Acknowledgements must identify the sponsoring USAID Bureau/Independent Office or Mission and the U.S. Agency for International Development substantially as follows.

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

b. The recipient must provide USAID with one copy of all published works developed under the award and with lists of other written works produced under the award.

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

5. REPORTING OF FOREIGN TAXES (UN) (APRIL 2011)

The recipient is not subject to taxation of activities implemented under the award based on its privileges and immunities as a public international organization (PIO). However, should it be obligated to pay value-added taxes or customs duties related to the award, the recipient must notify the USAID Agreement Officer's Technical Representative (AOTR).

6. FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (APRIL 2011)

Funds provided under the award may not be used to finance the travel, per diem, hotel expenses, meals, conference fees, or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, unless approved by the Agreement Officer. Funds provided under the award may not be used to finance the travel, per diem, hotel expenses, meals, conference fees, or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, unless approved by the Agreement Officer.

Attachment D – OUTLINE FOR BRANDING STRATEGY AND MARKING PLAN FOR ASSISTANCE AWARDS

D.1 GUIDANCE

USAID's policy is that programs, projects, activities, public communications, or commodities implemented or delivered under co-funded instruments – such as grants, cooperative agreements, or other assistance awards that usually require a cost share – generally are “co-branded and co-marked.” This policy applies to assistance awards even when the award does not require any cost sharing.

Co-branding and co-marking means that the program name represents both USAID and the implementing partner, and the USAID identity and implementer's logo must both be visible with equal size and prominence on program materials produced for program purposes. However, the AO, after consulting with the activity manager/requesting office, may determine that activity goals require that the USAID Identity be larger and more prominent, if USAID is the majority donor and the USAID funded activity or public communication is especially visible and important to USAID.

A host-country symbol or ministry logo or other U.S. Government seal or logo may also be added, if applicable.

Marking is not required for recipient's offices, vehicles, and items the recipient procures for its own administrative use. The prohibitions on use of the USAID Standard Graphic Identity (see 320.3.1.5 and 320.3.1.6) apply by USAID policy to recipients of grants and cooperative agreements.

GENERAL INSTRUCTIONS

This sample/template is based on ADS 320.3.3 and 2 CFR 700.16 and has the branding and marking requirements for assistance awards only. **The recipient, by responding to the questions in *italics*, will be able to substantially comply with the ADS and CFR requirements.**

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D.2 TEMPLATE

AOR

Part (b)

“USAID BRANDING STRATEGY”

AWARD TITLE

AWARD NUMBER

DATE OF PLAN

1) Program Name

[Name] (Follow guidelines in March 16, 2016 USAID Graphic Standards Manual and Partner Co-branding Guide, Section 4 entitled Grants, Cooperative Agreements & Assistance.

a. Identify activity name in English and host-country language(s).

2) **Desired level of visibility:** Select high, medium or low visibility determined by considerations for each activity and its communication strategy.

3) Publicize

This section discusses how to publicize the program, visibility considerations, and includes a description of the communications tools to be used.

The Recipient may use co-branding and co-marking in accordance with ADS 320.3.3.1 for visual, textual and verbal materials and communications, which may be translated into host-country languages as appropriate. Presumptive exceptions will be outlined in the Marking Plan and if/when a situation arises that is not considered in the Marking Plan, it will be evaluated on a case-by-case basis by the Agreement Officer's Representative (AOR) and Agreement Officer (AO).

- Will a program logo be developed and used consistently to identify this program? If yes, please attach a copy of the proposed program logo. (Please note that all logos must be approved by Branding Champions in Washington).

4) Program Communications and Publicity

- Who are the primary and secondary audiences for this activity?
- What communications or activity materials will be used to explain or market the program to beneficiaries?
- What is the main activity message?

- Will the recipient announce and promote publicly this activity to host country citizens? If yes, what press and promotional events are planned?
- Please provide any additional ideas about how to increase awareness that the American people support this activity.

5) Key milestones and opportunities

The following key milestones are anticipated to generate awareness that the program is from the American people. These milestones may be linked to specific points in time, such as at the beginning or end of a program, or to an opportunity to showcase reports or other materials (consult ADS ADS 320 and 2 CFR 700). These include, but are not limited to:

- training events,
- publishing reports,
- highlighting success stories,
- promoting final or interim reports, and
- communicating program impact/overall results
- speaking engagements, including in communities.

(c) Acknowledgements

- Will there be any direct involvement from a host country government ministry? If yes, please indicate which one or ones. Will the recipient acknowledge the ministry as an additional co-sponsor?

GENERAL INSTRUCTIONS

USAID's policy requires non-U.S., non-governmental organizations, including cooperating country non-governmental organizations (and in rare cases, Public International Organizations) to follow marking requirements for assistance awards. Marking requirements, including requests for presumptive exceptions and waivers for assistance awards must be in accordance with 2 CFR 700.16(h).

With reference to ADS Sections 320.3.3.2 and 2 CFR 700.16, the Recipient shall prepare a Marking Plan containing information substantially similar to the sample provided below:

"USAID MARKING PLAN"

AWARD TITLE

AWARD NUMBER

DATE OF PLAN

Marking Plan for the [Name] Activity

With reference to ADS 320.3.3 and 2 CFR 700, below is the required Marking Plan:

1.0 MARKING

1.1 MARKING PLAN

Table 1 outlines the types of materials and activities that may be produced under the USAID [Name] Activity. Any materials and activities that are not anticipated below, but are produced under the initiative, will also be subject to branding guidelines and AO approval, as appropriate. The goal is to mark activities, and not implementing partners.

All materials, activities and deliverables marked with the USAID logo for the [Name] Activity will follow design guidance for color, type, and layout in the USAID Graphic Standards Manual and Partner Co-Branding Guide (March 2016) as related to equipment, reports, studies, events, and public communication (including printed products, audio, visual, and electronic materials), etc. The USAID logo will be used for programmatic correspondence. Recipient's letterhead will be used for administrative correspondence and will not have the USAID logo. Business cards will not show the USAID logo but may use text: USAID Recipient.

After award and prior to printing, please provide graphic examples of visual marking of materials, activities and deliverables using the USAID logo and activity name in situations of co-branding and no-branding, in both English and Spanish.

There are two criteria used to determine when the disclaimer provision must be used:

- a) As per 2 CFR 700.16(c) (1) Studies, reports, publications, Websites, and all informational and promotional products not authored, reviewed, or edited by USAID; and
- b) As per the discretion of the AOR and Recipient's consideration of a specific situation.

However, AOR should review and approve all public communication materials where USAID logo is used.

The provision is as follows in English and Spanish:

This [study/report/study video (specify)] is made possible by the support of the American People through the United States Agency for International Development (USAID). The contents of this (specify) are the sole responsibility of (name of organization) and do not necessarily reflect the views of USAID or the United States Government.

Este [estudio/reporte/studio web/video] fue posible gracias al apoyo del pueblo de los Estados Unidos, a través de la Agencia de los Estados Unidos para el Desarrollo Internacional (USAID). El contenido de este [estudio/reporte/studio web/video] es responsabilidad de [nombre de la organización] y no necesariamente refleja el punto de vista de USAID o del gobierno de los Estados Unidos.

Subrecipient: As specified in the standard provisions, the marking requirements will "flow down" to subrecipients or subawards, and will include the USAID-approved marking provision in all USAID funded subawards, as follows: "As a condition of receipt of this sub-ward, marking

with USAID identity of a size and prominence equivalent to or greater than the recipient's, subrecipient's, other donor's or third party's is required.”

TABLE 1. MARKING PLAN FOR MATERIALS AND ACTIVITIES (Illustrative examples only)

Follow the guidance contained in the USAID Graphic Standards Manual and Partner Co-branding Guide (March 2016).

Category/Material	Type of Marking	Visual, Verbal, Textual Disclaimer
Administrative		
Activity related stationery products	The USAID logo will be used.	Visual Textual
Contract deliverables: documents, publications, studies, reports, papers, technical assistance consultant reports	Follow guidelines for exclusive marking. Use specific language for deliverables when submitted to USAID for review.	Visual Textual
Program Communication		
Technical reports, publications, documents, studies	The USAID logo will appear on the cover; design follows guidelines for exclusive branding unless co-branding is acceptable or an exemption is provided for no branding.	Visual Textual Consider Disclaimer
Training materials, manuals and sessions	The USAID logo will appear on the cover of documents and verbal branding will be used at training sessions; design follows guidelines for exclusive branding unless co-branding or an exception for no marking is indicated.	Visual, textual, or verbal Consider disclaimer for visual & textual
Audiovisual: Video, CD-ROM, animated infographics	The USAID logo will be printed on CD labels, splash screen/menus, and packaging; design follows guidelines for exclusive branding unless co-branding or an exemption is	Visual

	indicated for no marking.	
PowerPoint presentations	The USAID logo is required as per USAID presentation template; design follows guidelines for the exclusive branding unless co-branding is acceptable or an exemption for no branding is indicated. Templates available at www.usaid.gov/branding/resources	Visual
Posters, banners, exhibition booth signs, event signage	The USAID logo will appear on the material; design follows guidelines for exclusive branding unless co-branding or an exemption for no branding is indicated.	Visual
Program public awareness, advocacy and behavior change materials and activities	The USAID logo will appear on each material based on the purpose and type of material, target audience and how to be used. Design follows guidelines for exclusive branding unless co-branding or an exemption for no branding is indicated.	Visual, textual or verbal
Web portal and social media platforms (Facebook, Twitter, Flickr, blogs, others)	Follow guidelines in ADS 558 for appropriate branding and marking.	Visual Textual
Institutional Communication		
Photographs, Infographics	The USAID logo or "USAID" in text will appear on the material; design follows guidelines for exclusive branding unless co-branding or an exemption for no branding is indicated.	Visual Textual — Consider disclaimer on infographics
Collateral, print information material (i.e., success stories, fact sheets, articles, feature stories, others)	The USAID logo will appear on printed materials; design follows guidelines for exclusive branding.	Visual Textual
Equipment purchased for their own use	The USAID logo will appear on items; exclusive branding unless co-branding is acceptable or an exemption for no branding is indicated.	Visual

Table 2. Exceptions to Contract Marking Requirements

If applicable, use one or several of the following exceptions to fill out Table 2, depending on the circumstances. In addition to the table below, details about why the exception is required must be attached to this marking plan.

2 CFR 700.16 (h) Presumptive Exceptions

The following exceptions reflect USAID’s non-emergency practices in not marking certain communication materials for programmatic reasons. The AO, in consultation with the Activity Manager/AOR, has the authority to determine that marking is not appropriate when:

- a. Compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials. This includes, but is not limited to, the following: • Election monitoring or ballots, and voter information literature; • Political party support or public policy advocacy or reform; • Independent media, such as television and radio broadcasts, and newspaper articles and editorials; and • PSAs or public opinion polls and surveys.
- b. Diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent.
- c. Undercut host-country government “ownership” of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, PSAs, or other communications better positioned as “by” or “from” a cooperating country ministry, organization, or government official.
- d. Impair the functionality of an item, such as sterilized equipment or spare parts.
- e. Incur substantial costs or be impractical, such as items too small or otherwise unsuited for individual marking, such as food in bulk.
- f. Offend local cultural or social norms, or be considered inappropriate on such items as condoms, toilets, bed pans, or similar commodities.
- g. Conflict with international law, such as the international recognized neutrality of the International Red Cross (IRC) or other organizations.
- h. Deter achievement of program goals, such as cooperating with other donors or ensuring repayment of loans.

Category/Material for exception	Specific Exception(s)	Visual, Verbal, Textual
Administrative		
Program Communication		
Institutional Communication		
Commodities and Equipment		