**REQUEST FOR APPLICATIONS**

**Development of the USAID Graduation Approach Framework**

**(RLA-RFA-001-2024)**

Under: **USAID-Resilience Learning Activity (RLA)**

Funded By: **USAID**

Project Number: **AID 720-615-19CA-0001**

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| RFA release date | **March 1st 2024** |
| Proposal submission deadline | **March 15th 2024** |
| Question/inquiry submission deadline: | **March 8th, 2024** |

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# 1. INTRODUCTION

## 1.1. COMPANY BACKGROUND

Based in Washington, D.C., ACDI/VOCA is a nonprofit international development organization that delivers technical and management assistance in agribusiness, financial services, enterprise development, community development, and food security to promote broad-based economic growth and vibrant civil society.

## 1.2. PROGRAM BACKGROUND

The USAID-Resilience Learning Activity (RLA) is an activity under the Feed the Future Kenya Livestock Market Systems Leader with Associates award, led by ACDI/VOCA. At the regional level, the activity supports USAID's investments in the Horn of Africa Resilience Network (HoRN), including Kenya, Somalia, Ethiopia, South Sudan, Uganda, and the Democratic Republic of Congo. The RLA program utilizes the information collected through our support initiatives to improve the design and implementation of resilience activities in the Partnership for Resilience and Economic Growth (PREG), Southeastern Kenya (SEK), the Horn of Africa Network (HoRN), and the Somalia Resilience Partnership (SRP). Using USAID collaborating, learning, and adapting (CLA) principles our program activities are responsive to the following four objectives:

- Objective 1: Strengthen analytics and analytic capacity for local and host country organizations
- Objective 2: Facilitate learning for adaptive management by local and host country organizations
- Objective 3: Improve knowledge management and strategic communication for local and host country organizations
- Objective 4: Establish and strengthen systems and networks using USAID CLA principles.

Through partnerships with local institutions and leaders, national government, regional actors, and implementing partners, the Activity aims to achieve the following: (1) Increase analytic capacity for local and host country organizations: (2) Facilitate learning for adaptive management by local and host country organizations: (3) Improve knowledge management and strategic communication for local and host country organizations and (4) Establish and strengthen systems and networks for CLA.

# 2. PURPOSE

**Background and Introduction**

At USAID, the Graduation Approach (GA) targets families living in extreme poverty, specifically families that live on less than a dollar a day. They are often marginalized within their communities, lacking access to services that could help them.

By assembling global GA thought leaders, regional implementers, and USAID experts, our aim is to glean the latest GA practices, extract key lessons, and identify contextual factors influencing implementation across the region. This collaborative effort will yield a concise USAID Practitioner's Guide, distilling practical insights for effective GA implementation in the region.

**Justification for the Need for a USAID Practitioner's Guide**

In May 2023, the Horn of Africa (HoA) Resilience and Food Security Activities (RFSAs) Community of Practice (Sudan, Ethiopia, Somalia, Kenya, South Sudan, and Uganda) met in Naivasha, Kenya and agreed to learn about a common topic relevant to the region. The Graduation Approach was identified as the first topic.

Due to notable improvements in asset value, per capita income, consumption, food security, and subjective well-being observed through AVSI's Graduation to Resilience program in Uganda, it was decided that USAID/Uganda would lead the knowledge-sharing initiative under the USAID Horn of Africa Resilience Network (HoRN) coordination and knowledge platform.

## 2.1. SCOPE OF WORK

The scope of work involves the activities outlined below.

### Key Objective

**Strengthen the awareness and understanding of the Graduation Approach among key stakeholders to improve GA programming and regional collaboration.**

### Expected Outputs

The following outputs will be combined into a GA Practitioners Guide

**1. Lessons Learned**: compile key lessons, including both good practices and challenges, gathered from USAID Implementing Partners (IPs) across the Horn of Africa [from both Humanitarian Assistance (HA) and Development Assistance (DA) partners].

**2. GA Components**: document critical components of the Graduation Approach (GA) in the regional context, covering aspects such as:

- Determining consumption smoothing support including duration, especially when beneficiaries receive assistance from other implementers.
- Sequencing and considerations of cash distribution.
- Selection of appropriate income-generating activities.
- Qualifications for coaching and the management of group coaching sessions.
- Importance of setting graduation criteria that is achievable and context specific
- Address challenges in implementing graduation programs, including attrition and participant selection.

**3. Field Guide for GA Implementers**: begin drafting or adjusting a practical field guide to accompany proposals and implementation plans for the Graduation Approach in the region that can be used for those implementing and monitoring GA programs

**4. Realistic GA Outcomes:** document the outcomes of various graduation programs, including nutrition, food security, and multidimensional well-being to establish expectations, outlining what the approach can achieve and what it may not accomplish.

**5. Monitoring, Evaluation, and Learning Guidelines:** document participant monitoring, implementation processes, and evaluation findings to identify opportunities for learning and continuous improvement, aiming for optimal effectiveness and scalability.

**List of key activities**

1. **Provide central oversight, expertise, and support** to USAID Implementing Partner Teams on graduation program design and adaptation, program operations and implementation, technical thematic areas, and capacity building. Effectively lead the technical discussions and, facilitation of all sessions, ensuring smooth coordination, active participation, and adherence to the agenda.
2. **Development of Baseline/Endline Knowledge Questionnaires** for Participants to evaluate comprehension of GA concepts and principles before and after the learning activity.

3. **Conduct desk review analysis of countries' USAID IPs graduation program design** and implementation and how they align with the overall USAID Ultra-Poor Graduation Approach overarching strategy and goals

4. Based on feedback received from the survey, **develop a refresher GA training modules and facilitating the GA refresher training session**, for participants prior to the forum.

5. During the event, provide support for **learning capture high quality photography**.

6. Conduct **virtual key informant interviews** with USAID Personnel to gauge their level of interest, understanding, and appreciation for the Graduation Approach, with documented findings and insights.

7. Effective **coordination of information sharing** by each Mission/DC office, ensuring their readiness to present lessons learned from GA implementation and address questions or concerns raised by participants
8. Ensure quality assurance, consistency, and standardization across USAID IPs graduation program design and implementation, such as through templates where possible, review of PPT presentations to be made at the forum, and regular updates in preparation.
9. Facilitate cross-country sharing of learnings and best practices on program design, adaptation, implementation, and government engagement for USAID Implementing partners and Bilateral Missions Graduation Approach experts.
10. Facilitate the participants transportation field visits to the actual GA sites for learning
11. Provide specialized expertise and input on technical areas such as labor and jobs, microfinance, agriculture and value chains, gender, natural resource management, potentially migration, and fragile contexts.
12. Strengthen the capacity of the USAID global technical assistance team members and USAID Implementing partners to deliver effective services and support to local communities
13. Documentation of key outputs, discussions, and insights generated during the workshop and deliver timely and accurate reporting to USAID.

## 2.2. DELIVERABLES

1. Activity Inception Report
2. Baseline/Endline Knowledge Questionnaires developed
3. Post survey questionnaire and assessment Report
4. Detailed Agenda(s) for 4 planning meetings and 1 main agenda for the workshop
5. Power point template for the participants
6. GA knowledge sharing forum held in Uganda and signed participants lists
7. Report of GA field site visits including learnings.
8. High quality photos captured during the full week.
9. Designed and Branded workshop reports with documentation of Key Outputs, discussions, and insights.
10. GA refresher training session guides and manuals
11. GA toolkit
12. Final GA Guideline

## 2.3. RELEVANT EXPERIENCE AND SKILLS REQUIRED

The required background and experience for the **Team Leader** is as follows:

- Activity team lead should have at least a Master's degree in social sciences, economics, agriculture and livelihoods, international development, evaluation, or related fields.
- Experience working in the USAID development or international humanitarian assistance contexts in East Africa and the Horn of Africa region. Preferably 10-15 years
- Experience working to improve programming or policy in food security, livelihoods, social protection, gender, financial inclusion, or health. Preferably 10-15 years
- Minimum of 7 years of experience in implementing poverty reduction projects using the graduation approach in at least two different contexts.
- Familiarity with BHA funding mechanisms, especially RFSA projects.
- Critical: demonstrated experience in Organizational Learning and Facilitation Skills
- Experience in generating and sharing programmatic or technical lessons learned.
- Experience translating programmatic learning into actionable recommendations for application in policy or programmatic adaptation.
- Experience fostering cross-team or cross-organizational knowledge sharing on programmatic issues relevant to international development or international humanitarian assistance.
- Planning and Management Skills
- Experience planning and managing workstreams independently.
- Experience working collaboratively with technical experts and implementing partners.

# 3. CONTRACT MECHANISM & TERMS OF PAYMENT

ACDI/VOCA anticipates issuing a Fixed amount Grant for this assignment.

ACDIVOCA will enter into a good faith negotiation regarding the terms and conditions prior to execution of a suitable contracting instrument.

# 4. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

## 4.1. INSTRUCTIONS FOR PROPOSAL PREPARATION

Interested organizations can submit a proposal using the format provided in Annex 1: Application Template.

The organization remains fully and solely responsible for and accountable to ACDI VOCA for the timeliness and quality of all the outputs delivered. The selection of the organizations will take place on a rolling basis through a competitive process in accordance with ACDI/VOCA applicable procurement rules and procedures. ACDI VOCA reserves the right to request any additional information that can help clarify aspects of a submission.

The selection committee will evaluate the Organizations on a rolling basis based upon their written technical and cost proposals. Each section will be evaluated according to the criteria for evaluations in Section 5. Organizations are expected to examine the specifications and all instructions in the RFA. Organizations are expected to examine details in this Request for Applications (RFA). Material deficiencies in providing the information requested may result in the rejection of a proposal.

Organizations meeting the above criteria are invited to submit their applications in English in electronic form (Word/Excel documents, font not smaller than Times New Roman size 11) and include the following elements:

Interested Organizations must provide the following:

### 4.1.1. CAPABILITY AND TECHNICAL EXPERIENCE STATEMENT

Demonstrate capabilities and technical experience by providing the following:

I. The organization's overview, with profiles of the staff proposed, contact information for follow-up questions and a cover page letter identifying the category of application.
II. Capabilities Statement- Evidence of organization's capacity as reflected in past achievements and publication track record, and the key staff proposed to carry out similar tasks in case of a firm.
III. Project Approach- technical proposal on how the organizations approach resonates to USAID RLA project background, the scope of work highlighted above and their experience in the category of application.

### 4.1.2. REFERENCES

Please include three client references and full contact information. References should have worked with the organization at least within the past two years in connection with the subject matter or relevant to the objectives outlined under this RFA.

### 4.1.3. COST PROPOSAL

Organizations should submit their most competitive price offer in form of proposed detailed budget, professional fees, other expenses as below in Kenya Shillings alongside the technical proposal. ACDI/VOCA reserves the right to request any additional information to support detailed cost and price.

Organizations should include a budget break down using the template provided in Annex 2: Budget Template

The projected budget not-to-exceed amount of the grant is KES 10,250,000. {approx. USD.70,000}

ACDI/VOCA does not guarantee award of the full amount. Budgets will be reviewed and negotiated based on cost realism, allowability and allocability.

A cost narrative should also be included with your cost proposal in the section provided

## 4.2. INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

The technical and price proposals shall be submitted as one document via email where the subject matter of the email clearly identifies with the category of application as well as the RFA number on the top page of this RFA document.

All responses to this RFA should be sent via email with the email subject line highlighting category being applied for.

**All applications should be submitted via email to Grants@resiliencelearning.org.**

All inquiries and requests for information regarding this RFA must be submitted to the email provided, Grants@resiliencelearning.org, no later than the question/inquiry submission deadline on the cover page of this RFA. Reference the RFA number in all questions/inquiries.

| | Contractual Lead | Technical Lead |
|---|---|---|
| Subject: Category of Application | | |
| Name: | John Ngumi | Faith Njoki |
| Email: | Grants@resiliencelearning.org | FNjoki@resiliencelearning.org |

ACDI/VOCA will not compensate Organizations for their preparation of responses to this RFA.

## 5. CRITERIA FOR EVALUATION

ACDI/VOCA will evaluate proposals based on their responsiveness to the RFA Terms of Reference, compliance to the requirements of the RFA and best fit for this assignment as per the technical capabilities expressed in this RFA response and the price proposal being and a best-value determination.

Each responsive proposal shall be given a score, the proposal with the highest score or rank shall be identified as the Highest Rated/Ranked Proposal. Proposals will be evaluated using the following criteria:

| Scoring Criteria | Points |
|---|---|
| **Mandatory Requirements**- USAID UEI number, Cover Letter, PIN Certificate, Business registration documents(firm), Current Curriculum Vitae/ Company Profile, and 3 References with full contact information. | **15** |
| **Feasibility of design and technical approach: -** The quality and feasibility of the proposal in terms of the viability of the proposed technical approach, (i.e., the ability to produce intended outcomes). Appropriateness of the proposed methodology.<br>The proposal includes innovative approaches proven to be effective or new untried approaches that are promising. | **30** |
| **Management and operational capacity-:** Evidence of the capability to undertake and carry out the proposed activities. The application should demonstrate the organization's effectiveness in terms of internal structure, qualified personnel & technical capacity | **20** |
| **Past Performance:** Experience working to improve programming or policy in food security, resilience, climate change adaptation, humanitarian-development-peace coherence, sustainability, conflict sensitivity, protection, or local systems/localization. Preferably 10-15 years.<br>**Critical: demonstrated experience in Organizational Learning and Facilitation Skills**<br>Experience fostering cross-team or cross-organizational knowledge sharing on programmatic issues relevant to international development or international humanitarian assistance. | **20** |
| **Financial feasibility/ the Cost Proposal;** The degree to which budgeting is clear and reasonable and reflects best use of grant resources and demonstrates a clear commitment to real investment by the applicant. | **15** |
| **Total Score** | **100** |

### 5.1. SOLICITATION PROCESS

Once the RFA is released, the Organizations must prepare a formal proposal to be sent to the contact person at ACDI/VOCA as indicated in Section 5.0. The submitted proposals will be reviewed against the criteria for evaluation defined in Section 5.0 above and rated on their ability to satisfy the requirements stated in this RFA document. Outcome of the selection process will be communicated to all applicants.

## 6. TERMS AND CONDITIONS

### 6.1. LATE SUBMISSIONS

Proposals received after the submission deadline stated in the cover page of this RFA may not be considered. Organizations will be held responsible for ensuring their proposals are received according to the instructions stated herein. A late offer will be considered if the cause was attributable to ACDI/VOCA or its employees/agents, or if it is in the best interest of ACDI/VOCA.

## 6.2. MODIFICATION OF RFA REQUIREMENTS

ACDI/VOCA retains the right to terminate the RFA or modify the requirements upon notification to Organizations.

## 6.3. WITHDRAWALS OF PROPOSALS

Proposals may be withdrawn by written notice via email at any time before award. Proposals may be withdrawn in person by an Offeror or authorized representative if the representative's identity is made known and the representative signs a receipt for the proposal before award.

## 6.4. RIGHT OF NEGOTIATION AND ACCEPTANCE OF PROPOSAL

This RFA represents a definition of requirements and is an invitation for submission of proposals. ACDI/VOCA reserves the right to fund/award any or none of the submitted proposals. No commitment is made, either expressed or implied, to compensate Organizations for costs incurred in the preparation and submission of their proposal.

ACDI/VOCA may reject any proposal that is nonresponsive. A responsive proposal is one that complies with all terms and conditions of the RFA.

A proposal must be complete, signed by an authorized signatory, and delivered no later than the submission time and date indicated on the cover sheet of this RFA. ACDI/VOCA may reserve the right to waive any minor discrepancies in a proposal.

ACDI/VOCA reserves the right to issue an award based on the initial evaluation of proposals without discussion. ACDI/VOCA also reserves the right to enter into best and final negotiations with any responsive Organizations for all or part of the proposed scope.

## 6.5. VALIDITY OF PROPOSAL

Proposals submitted shall remain open for acceptance for 90 days from the last date specified for receipt of proposals.

This includes, but is not limited to, pricing, terms and conditions, service levels, and all other information. If your organization is awarded the Contract, all information in the RFA and negotiation process is contractually binding.

## 6.6. MINIMUM OFFER OR QUALIFICATIONS

Offerors submitting proposals must (1) be compliant with the Kenyan Government codes of operation. For instance, registration and tax matters as either an individual or a Company/organization, (2) be eligible to receive USAID funds.

In addition, USAID RLA anticipates that the award will be carried out by an organization that:

- Should be officially licensed to do such business in Kenya or the Country of operation. Proof of legal registration status is required.
- Has the USAID Unique Entity ID. (this is a 12-character alphanumeric ID assigned to an entity via SAM.gov.)
- Not identified in the System for Award Management (SAMS) as ineligible to receive U.S. government funds.

- Not appear on the Specially Designated Nationals (SDN) and Blocked Persons List maintained by the U.S. Treasury for the Office of Foreign Assets Control, or "OFAC List"
- Not listed in the United Nations Security designation list
- Demonstrated ability to work in a multi-cultural environment and ability to establish good and effective relationships with other partners.
- Awareness and sensitivity of gender and social inclusion.

### 6.7. INTELLECTUAL PROPERTY RIGHTS

All tangible or intangible property created or acquired under this shall be the exclusive property of ACDI/VOCA. The term "property" includes all data and reports associated with this engagement.

### 6.8. CONFLICT OF INTEREST

All bidders should ensure any possible conflict of interest is eliminated and avoided whatsoever. Bidders with conflicting interests shall be disqualified to participate in the procurement at hand. A bidder may be considered to have conflicting interests if a bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence the decisions of this procurement process. Any such information should be disclosed before the commencement of the evaluation process.

## 7. ATTACHMENTS

### 7.1. Appendix A: ACDI/VOCA GENERAL TERMS AND CONDITIONS

Clauses in this document may not be applicable to specific grants due to the type of grant issued. Clauses that are not applicable are deemed self-deleting, shall not be removed from this document, and will be considered by all parties to be without force and effect.

**1. INDEPENDENT ENTITY**

The relationship of the Grantee to ACDI/VOCA is that of an independent entity, and nothing in this Grant will be construed as creating any other relationship. As such, the Grantee will comply with all laws and assume all risks incident to its status as an independent entity. This includes, but is not limited to, responsibility for all applicable income taxes, associated payroll and business taxes, licenses and fees, and such insurance as is necessary for the Grantee's protection in connection with work performed under this Grant. Neither the Grantee nor anyone employed by it will be, represent, act, and purport to act, or be deemed to be an agent, representative, or employee of ACDI/VOCA.

This Grant is funded in whole or in part with funds from the original donor. Neither the original donor nor any of its departments, agencies, or employees is or will be a party to this Grant. All communications regarding this Grant must be directed to ACDI/VOCA.

**2. CONFIDENTIAL INFORMATION**

During the term of this Grant, the Grantee and its employees may receive or have access to data and information that is confidential and proprietary to ACDI/VOCA or the original donor.

"*Confidential Information*" is defined as all technical information whether directly or indirectly disclosed, in verbal, written, graphic, photographic, electronic, prototypic, sample or any other form.

*Confidential Information* disclosed in written, graphic or electronic format will be marked on its face as "Confidential" and/or "Proprietary." *Confidential Information* disclosed in verbal or visual form will be summarized in writing and confirmed to the Grantee as "Confidential" and/or "Proprietary" within thirty (30) days following disclosure.

*Confidential Information* does NOT include information that:

- is or becomes generally available to the public other than as a result of a disclosure by the Grantee;
- becomes available to the Grantee on a non-confidential basis from a source that is not prohibited by a legal, contractual, or fiduciary obligation from disclosing such information;

- is developed independently by the Grantee without use of *Confidential Information*, as demonstrated by written records and evidence;
- was in the Grantee's possession or known to the Grantee prior to receipt from the disclosing party; or
- is required by law to be disclosed, provided the Grantee notifies ACDI/VOCA promptly and gives ACDI/VOCA an opportunity to seek an appropriate protective order.

Confidential Information may be used by the Grantee or its employees only for purposes of performing the obligations under this Grant. The Grantee will not reveal, publish, or otherwise disclose Confidential Information to any third party without the prior written consent of ACDI/VOCA.

All "*Confidential Information*" disclosed to or otherwise made known to the Grantee as a result of services under this Grant remains the sole property of ACDI/VOCA and/or its original donor.

These obligations of confidentiality and non-disclosure will remain in effect for a period of five (5) years after the termination of this Grant.

### 3. ORGANIZATIONAL CONFLICTS OF INTEREST

a) The Grantee represents that, to the best of its knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, or that the Grantee has disclosed all such relevant information.

b) The Grantee agrees that if an actual or potential organizational conflict of interest is discovered after award, the Grantee will make a full disclosure in writing to the ACDI/VOCA Grant Officer. This disclosure will include a description of activities which the Grantee has taken or proposes to take, after consultation with the ACDI/VOCA Grant Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

c) Remedies – The ACDI/VOCA Grant Officer may terminate this Grant for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Grantee was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the ACDI/VOCA Grant Officer, ACDI/VOCA may terminate the Grant for default.

d) The Grantee further agrees to insert provisions which will conform substantially to the language of this clause, including this subparagraph (d), in any lower-tier grant or subgrant arising out of this Grant.

### 4. STANDARDS OF ETHICS AND BUSINESS CONDUCT

The Grantee acknowledges and accepts ACDI/VOCA's emphasis on the importance of accountability to those who benefit from ACDI/VOCA's work, and the parties' mutual accountability to each other, to project collaborators, and to our sponsors. The Grantee confirms its accountability to children and to all others whom its programs are intended to serve. In the case of children, the Grantee will undertake to ensure that no individual with any history of crimes against children will be placed in a position involving direct interaction with children as part of the work under this Grant.

The Grantee acknowledges that ACDI/VOCA corporate policy requires that ACDI/VOCA's activities be conducted within the letter and spirit of the law. The Grantee, including any of its affiliates and their respective employees, agents officers, or other members of its management will not make any payment, either directly or indirectly, of money or other assets to government or political party officials, candidates for public office, or representatives of other businesses or persons acting on behalf of any of the foregoing (referred to collectively as "officials") where such payment would constitute a violation of any law. In addition, regardless of legality, the Grantee will make no payment either directly or indirectly to officials if such payment is for the purpose of influencing decisions or actions with respect to the subject matter of this RFA or any other aspect of ACDI/VOCA's operations.

### 5. INSPECTION AND ACCEPTANCE

Acceptance of the effort specified in the Program Description will be made by ACDI/VOCA's Technical/Program Monitor or his/her authorized representative. ACDI/VOCA has the right to inspect and evaluate the activities performed under this Grant at all reasonable times and in a manner that will not unduly delay the activities.

All required deliverables will be submitted to the ACDI/VOCA Technical/Program Monitor. Notwithstanding any other payment provision of this Grant, failure of the Grantee to submit required reports when due, or failure

to perform or deliver required activities will result in the withholding of payment under the Grant unless such failure arises out of causes beyond the control and without the fault or negligence of the Grantee.

**6. CHANGES AND MODIFICATIONS**

Any proposed change to this Grant must be authorized by a written modification to this Grant before performance of the change may begin. Any effort undertaken by the Grantee pursuant to oral instructions or technical directions issued other than in accordance with the provisions of this Grant will be at the Grantee's risk of performing activities outside the Program Description of this Grant and may not be eligible for payment of the costs incurred.

**7. LOWER-TIER SUBAWARDS**

The Grantee will not execute lower-tier subawards under this Grant without the prior written approval of the ACDI/VOCA Grant Officer.

**8. WORKING FILES AND DATASETS**

The Grantee certifies that any working files maintained by the Grantee including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this Grant will be maintained in an accurate and complete manner. Upon request, the Grantee will provide information contained in its working files to the ACDI/VOCA Technical Monitor.

**9. RECORDKEEPING AND ACCESS**

The Grantee will maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Grant. These records will be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of ACDI/VOCA or its original donor. The Grantee will retain all such records concerning this Grant for a period of three (3) years after the submission of the final financial report, unless a longer period is specified in the specific terms and conditions of the Grant. If any litigation, claim, or audit is started before the expiration date of this three-year period, the records will be retained until all litigation, claims or audit findings involving the records have been resolved.

**10. PUBLICATION**

Unless otherwise specified in this Grant, the Grantee is encouraged to publish the results of its work under this Grant.

In the event the Grantee proposes any ***academic*** publication arising out of the Grantee's work under this Grant, the Grantee will contact the ACDI/VOCA Technical/Program Monitor and request copies of ACDI/VOCA's policies regarding publication and authorship. The Grantee agrees to comply with the requirements of those policies.

***Disclaimer.***

For both ***academic*** and ***non-academic*** publications resulting from work performed under this Grant, the Grantee will include a disclaimer which is in substantially conformity with the following example:

> "This publication was prepared under a Grant funded by ACDI/VOCA under Cooperative Agreement/Grant No. (insert) funded by USAID/Kenya and East Africa Regional Mission. The content of this publication does not necessarily reflect the views, analysis, or policies of ACDI/VOCA or USAID/Kenya and East Africa Regional Mission, nor does any mention of trade names, commercial products, or organizations imply endorsement by ACDI/VOCA or USAID/Kenya and East Africa Regional Mission"

The Grantee will notify the ACDI/VOCA Technical/Program Monitor when any article, chapter or other publication is published, and will provide a copy of the published work to ACDI/VOCA.

**11. TERMINATION**

a) ***Termination.*** Funding for this Grant is contingent upon factors including the availability of funds to ACDI/VOCA, satisfactory progress by the Grantee, and overall direction of the program of which this Grant is a part. ACDI/VOCA may suspend or terminate this Grant in whole or in part, at any time, and for any reason, by providing five (5) calendar days written notice of the effective date of the suspension or termination to the Grantee. The Grantee will be responsible for satisfying all of its obligations relative to this Grant through the effective date of termination. ACDI/VOCA will only be responsible for costs incurred after the effective date of suspension or termination as follows: (a) ACDI/VOCA expressly authorizes such costs in the notice of suspension or termination or subsequently in writing, or (b) the costs

result from non-cancelable obligations that were properly incurred before the effective date of suspension or termination, were incurred not in anticipation of the suspension or termination, and the costs would be allowable if the Grant were not suspended or expired normally at the end of the funding period in which the termination takes effect.

b) ***Terms upon Termination.*** Upon termination, the Grantee will:
   1. cease all work except to the extent that is minimally necessary to shut down operations;
   2. return or provide to ACDI/VOCA all materials and work product related to this Grant; and,
   3. provide ACDI/VOCA with such services related to the transfer of tasks under the Program Description to another Grantee as may be specified by ACDI/VOCA upon termination.

   The Grantee will be reimbursed for services provided up to the effective date of termination and any such transfer costs as are specified and approved in advance by ACDI/VOCA, provided such services are in accordance with the provisions of this Grant.

**12. DISPUTES**

In case of a dispute arising from this Grant agreement, the parties shall use their best efforts to arrive at a mutually acceptable resolution. Any disputes under or relating to this Grant shall be decided by the ACDI/VOCA Grant Officer. Decision of the ACDI/VOCA Grant Officer shall be final unless, within 30 days of the decision, the Grantee appeals the decision to the ACDI/VOCA Executive Vice President for Quality and Compliance. Appeals must be in writing with copies concurrently furnished to the ACDI/VOCA Grant Officer and the ACDI/VOCA Executive Vice President for Quality and Compliance. Parties acknowledge that the original donor has no standing in any dispute between ACDI/VOCA and Grantee.

**13. INDEMNIFICATION**

The Grantee will indemnify, defend, and hold ACDI/VOCA harmless from any loss, damage, liability, claims, costs, demands, suits, or judgments, including reasonable attorney's fees, as a result of any damage or injury to the Grantee, its employees, officers, or agents, or injury to the property of the Grantee, its employees, officers, or agents, or for any injury to third persons or their property which is directly or indirectly caused by the Grantee, its employees, officers, or agents, in the course of performance of any of the work specified in this Grant.

**14. DEBARMENT AND SUSPENSION**

The Grantee certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any Federal department or agency.

**15. TERRORIST FINANCING**

The Grantee will not engage in transactions with or provide resources or support to individuals and organizations associated with terrorism, including those organization and individuals identified in lists promulgated by the US Government, the United Nations, and the European Union. It is the legal responsibility of the Grantee to ensure compliance with these laws. This provision must be included in all lower tier Grants issued under this Grant.

**16. PROHIBITION ON ASSISTANCE TO DRUG TRAFFICKERS**

ACDI VOCA reserves the right to terminate this Grant and take other appropriate measures if the Grantee or a key individual of the Grantee 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.

*A Narcotics offense is defined as a* violation of, or a conspiracy to violate, any law or regulation of the United States, a State or the District of Columbia, or a foreign country relating to narcotic or psychotropic drugs or other controlled substances.

**17. CHILD SAFEGUARDING**

The activities to be funded under this award may involve children, or personnel engaged in the implementation of the award may come into contact with children, these activities could raise the risk of child abuse,

exploitation, or neglect within USAID-funded programs. The organization agrees to abide by the following child safeguarding core principles:

(1) Ensure compliance with host country and local child welfare and protection legislation or international standards, whichever gives greater protection, and with U.S. law where applicable;

(2) Prohibit all personnel from engaging in child abuse, exploitation, or neglect;

(3) Consider child safeguarding in project planning and implementation to determine potential risks to children that are associated with project activities and operations;

(4) Apply measures to reduce the risk of child abuse, exploitation, or neglect, including, but not limited to, limiting unsupervised interactions with children; prohibiting exposure to pornography; and complying with applicable laws, regulations, or customs regarding the photographing, filming, or other image-generating activities of children;

(5) Promote child-safe screening procedures for personnel, particularly personnel whose work brings them in direct contact with children; and

(6) Have a procedure for ensuring that personnel and others recognize child abuse, exploitation, or neglect; mandating that personnel and others report allegations; investigating and managing allegations; and taking appropriate action in response to such allegations, including, but not limited to, dismissal of personnel.

The organization must also include in their code of conduct for all personnel implementing USAID-funded activities the child safeguarding principles in (1) through (6)**.**

**18. PROSTITUTION AND SEX TRAFFICKING**

None of the funds made available under this Grant may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

If this Grant is for the implementation of HIV/AIDS programs, and if the Grantee is a non-US organization, the Grantee agrees that it is opposed to the practices of prostitution and sex trafficking and hereby certifies that it does not and will not promote the legalization or decriminalization or practice of prostitution or sex trafficking.

**19. EQUAL EMPLOYMENT OPPORTUNITY**

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

**20. DELAYS**

Whenever the Grantee knows, or reasonably should know, that any actual or potential condition is delaying, or threatens to delay, the timely performance of work under this Grant, the Grantee will, within five (5) days, notify the ACDI/VOCA Grant Officer, in writing, providing all relevant information with respect to the delay.

**21. NOTICES**

All notices concerning business or administrative matters under this Grant will be in writing and will be directed to the ACDI/VOCA Grant Officer named in the cover page.

All technical and program related notices and reports will be directed to the ACDI/VOCA Technical/Program Monitor named in the cover page.

**22. ENTIRE AGREEMENT**

The parties acknowledge that they have read this Grant, understand it, and agree to be bound by its terms.

The parties further agree that this Grant, together with all of the referenced and incorporated attachments, is the entire agreement between the parties and that it supersedes all prior agreements, written or oral, relating to the subject matter of this Grant.

If this Grant and any of its attachments are translated to a foreign language, the English version shall control.

**23. LIMITATION OF LIABILITY**

The liability of ACDI/VOCA to the Grantee for any reason and upon any cause of action shall be limited to the amounts paid to the Grantee under this agreement. The amounts herein reflect, and are set in reliance upon, this allocation of risk and the exclusion of consequential damages set forth in this agreement.

In no event shall either Party be liable to the other, whether in contract, tort, or otherwise, for special, punitive, incidental, indirect and/or consequential damages, or for lost profits or lost revenues, even if it has been advised of the possibility of such damages.

**24. VALIDITY AND WAIVER**

The invalidity in whole or in part of any provision of this Grant will not affect the validity of other provisions. A waiver of a breach of any provision of this Grant will not constitute a waiver of any subsequent breach of that provision or a breach of any other provision of this Grant. The failure of ACDI/VOCA to enforce at any time or from time to time any provision of this Grant will not be construed as a waiver of the provision.

**25. ORDER OF PRECEDENCE**

Any conflict between any of the provisions and attachments to this Grant shall be resolved by applying the following order of precedence unless otherwise stated in the schedule of the Grant:

1. Articles of this Grant;
2. ACDI/VOCA Grant Terms and Conditions – Attachment A; and
3. Donor Terms and Conditions

## APPLICATION TEMPLATES

### PROPOSAL & BUDGET TEMPLATES

RLA Proposal Application Template.

RLA Budget template_.xlsx