

# U.S. Department of State FEDERAL ASSISTANCE AWARD

Recipient Name     United Nations Development Programme				ance Type:	
3. Address			☐ Cooperative Agreement		
2ND FLOOR LAWRENCE NICHOLAS BUILDING			Fixed Amount Award		
SOUTH RING ROAD BELMOPAN, BELIZE			_		
			ļ <mark>⊻</mark> G	Grant	
4. Recipient POC: KAREN BERNARD			□ P	roperty Grant	
Phone Number 501-822-2688				oluntary Contribution	
Email karen.bearnard@undp.org				<u> </u>	
5. Type of Entity Public International Organization (Pl	6. Unique Entity Ider 815427279	tifier 7. EIN/ TIN AR00230662			
8. CFDA Number 19.750	9. Statutory Authority Smith-Mundt	9. Statutory Authority for Assistance Smith-Mundt		10. Award Number SBH20017GR0016	
11. Period of Performance Start Date 30-Sep-2017 End Date 30-Sep-2019			12. Amendment Number		
13. Accounting and Appropriation Data		14. Funds Certified By		Is Certified By	
1900-2016-2017-1972671037001J-4109-WHASBH20017GR0016-4121\$250,000.00 USD					
			Dehorah	Lingwood	
Deborah Lingwood Funding Distribution					
15.	Total Prior Costs	New Costs	T	Total Cost	
U.S. Share of Costs		\$250,000.00 USD		\$250,000.00 USD	
Recipient Share of Costs		\$0.00 USD		\$0.00 USD	
Total Costs		\$250,000.00 USD		\$250,000.00 USD	
16. Purpose of the Federal Award Activity Ensure that the people of Belize have greater access to objective information on the referendum and the state has improved capacity					
17. Specific Award Conditions					
✓ Attached					
Agreement					
	ne work in accordance with the Not FR Parts 200 and 600 including any		ed applicati	on incorporated herein by	
18a. Recipient Name Christian Salazar-Volkmann		19a. Grants Officer Name Beverly E Mather-Marcus			
18b. Recipient Signature		19b. Grants Officer Signature			
18c. Title Resident Representative	18d. Date (dd-mmm-yyyy)	19c. Bureau/Office/I AMERICAN EMBASSY BELMOPAN CITY		19d. Date (dd-mmm-yyyy) 27-Sep-2017	
By signing this Federal award, the recipient acknowledges that it will comply with Federal regulations, the Terms and Conditions, and any Special Award Conditions associated with this award. Receipt of the recipient's signature and return of the Federal Award Coversheet is required within ten (10) business days of the Grants Officer's signature. Please return to the Grants Officer address indicated here: MATHER-MARCUSBE@state.gov					

DS-1909 12-2014

# U.S. Department of State Terms and Conditions for Foreign Public Entities

A Department of State (DOS) Notice of Award for Foreign Public Entities (FPEs) consists of the following two mandatory components:

- DS-1909 Federal Assistance Award Coversheet
- Terms and Conditions for Foreign Public Entities (data elements below)

#### **DATA ELEMENTS:**

- 1. Federal Assistance Identification Number: S-BH200-17-GR-0016
- 2. Amount of Award: \$250,000
- 3. Purpose/Scope of Award:

The United Nations Development Programme (UNDP) (hereinafter referred to as the "Recipient") is hereby awarded a Grant to support Public Awareness and Preparedness for Belize's National Referendum on its Border Dispute with Guatemala. The Recipient shall focus on ensuring that the people of Belize have greater access to objective information on the referendum and the State has improved capacity to undertake an effective nationwide Referendum on the issue of whether to submit the border dispute with Guatemala to the International Court of Justice.

# 4. Grants Officer (GO)

The Grants Officer is responsible for exercising prudent management of this award and is the only individual authorized to award, amend, suspend, and terminate financial assistance awards. In addition, the Grants Officer is responsible for coordination and liaison with the Recipient. This individual receives appropriate material from the Grants Officer Representative and/or the Recipient for review.

Beverly Mather-Marcus U.S. Embassy Belmopan, POL/ECON Chief

Telephone: 501-822-4011 ext. 4123 Email: Mather-MarcusBE@state.gov

#### 5. Grants Officer Representative (GOR)

The Grants Officers Representative (GOR) for this award is responsible for coordinating the programmatic and administrative aspects of this award.

Mr. Arturo Cantun

U.S. Embassy Belmopan, POL/ECON Telephone: 501-822-4011 ext. 4308

E-mail: <u>CantunAA@state.gov</u>

# 6. Recipient Point of Contact and Signatory

- a. The Recipient must inform the Grants Officer in writing of the name of its representative authorized to administer the award, and bind the Recipient.
- b. The Recipient Point of Contact:

Karen Bernard Deputy Resident Representative United Nations Development Programme Lawrence Nicholas Building South Ring Road

Telephone: 501-822-2688

Email: Karen.bernard@undp.org

#### c. The Recipient Signatory:

Christian Salazar Volkmann Resident Representative United Nations Development Programme

Email: Christian.salazar@one.un.org

# 7. Payment Method:

Approval of payment requests will be based on the Recipient's progress towards achieving the award objectives, the amount of unexpended cash on-

hand as reported in the SF-425 and SF-270, and the Recipient's adherence to the terms and conditions of the award, particularly in terms of timely submission of required financial, program and other reports. Delinquency in submitting reports may result in payment delays.

The Standard Form 270 Request for Advance or Reimbursement is used to request payments in the amounts required by the Recipient to carry out the purpose of this award. The SF-270 must identify the period for which payment is being claimed/requested; be numbered consecutively, and be certified by the organization's authorized requesting official. Each payment request must equal the amount of expenditures anticipated or actually incurred during the period covered by the request, less any unexpended funds remaining from prior payments.

When submitting a request for payment, use the address provided on the DS-1909 Federal Assistance coversheet Belmopan Grants email address at BelmopanGrants@state.gov. Requests for payments must be submitted in sufficient time to allow at least fourteen (14) working days for processing.

#### 8. Post-Award Compliance:

The Department of State Terms and Conditions for Foreign Public Entitites are included below and made part of this Notice of Award.

The Recipient must comply with these terms and conditions during the award/project period, as well as with any assurance and certifications made part of the Notice of Award. Subrecipients must be informed of, and must comply with, any applicable terms and conditions in this award during the award period.

# 9. Authorized Budget

# Standard Budget Format

Budget Categories	Amount
1. Personnel	\$32,801.07
2. Fringe Benefits	\$0
3. Travel	\$19,535
4. Equipment	\$0

5. Supplies	\$0.00
6. Contractual	\$91,000
7. Construction	\$0
8. Other Direct Costs	\$83,936.66
9. Total Direct Costs (lines 1-8)	\$227,272.73
10. Indirect Costs	\$22,727.27
11. Total Costs (lines 9-10)	\$250,000
12. Cost-Sharing	\$0

#### 10. Allowable Costs

- a. The Recipient will be reimbursed for costs incurred in carrying out the purposes of this award, which are reasonable, allocable, and allowable.
  - (1) "Reasonable" means those costs that do not exceed those that would ordinarily be incurred by a prudent person in the conduct of normal business.
  - (2) "Allocable" means those costs that are necessary to this award.
  - (3) "Allowable" means those costs that are reasonable and allocable, and that conform to any limitations set forth in this award. Alcohol is not an allowable cost under this award.
- b. The Recipient is encouraged to obtain the Grants Officer's written determination as to whether the cost will be allowable before incurring a questionable or unique cost.

# 11. Revision of Award Budget

- a. The approved award budget is the financial expression of the Recipient's program as approved during the award process.
- b. The Recipient must immediately request approval from the Grants 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 or direct cost categories by more than 10 percent of the total budget amount.
- (3) The project goals and objectives cannot be completed within the approved budget amount.
- c. Except as required by other provisions of this award specifically stated to be an exception from this provision, DOS will not be obligated to reimburse the Recipient for costs incurred in excess of the total amount obligated under the award. 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 Grants Officer notifies the Recipient in writing that such obligated amount has been increased and specifies the new award total amount.

#### 12. Award/Project Period

The award/project period of performance is shown on the DS-1909 Federal Assistance Award coversheet. All expenditures paid with funds provided by this award must be incurred for authorized activities that take place during this period unless otherwise stipulated. In the event the time prescribed herein should prove insufficient for the Recipient to carry out the program provided for herein, the Grants Officer may provide such extension of the period of the award as may be deemed advisable. Any extension will be effective only upon the execution of an amendment to the Award for this purpose. All requests for extensions must be received in writing at least ten days prior to the expiration date.

#### 13. Amendment

This document constitutes the entire agreement between the parties. No amendment changing its scope or terms shall have any force or effect unless it is in writing and signed by the Grants Officer for the Department

of State and a duly authorized representative for the Recipient.

#### 14. Non-Liability

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

#### 15. Notices

Any notice given by DOS or the Recipient will be sufficient only if in writing and delivered in person, mailed, or transmitted by e-mail, as follows:

- To the DOS Grants Officer and/or Grants Officer Representative, at the address specified in the Notice of Award.
- To Recipient, at the address shown in the award or such other address designated within the Notice of Award.

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

#### 16. Refunds

- a. If the Recipient earns interest on Federal advances before expending the funds for program purposes, the Recipient must remit the interest annually. Refunds should not be returned to DOS; contact the Grants Officer for instructions on remitting to the U.S. government through the Automated Clearing House (ACH) network or a Fedwire Funds Service payment. Interest amounts up to \$500 per year may be retained by the Recipient for administrative expenses.
- b. Funds obligated by DOS, but not disbursed to the Recipient before the award expires or is terminated, will revert to DOS, except for funds committed by the Recipient to a legally binding transaction applicable to this award. Any funds advanced to, but not expended by, the Recipient before the time of expiration or termination of the award must be refunded to DOS, except for funds committed by the Recipient to a legally binding transaction applicable to this award.

c. If, at any time during the life of the award, or as a result of final audit, it is determined that DOS funds provided under this award have been expended for purposes not in accordance with the terms of this award, the Recipient must promptly refund such amount to DOS.

#### 17. Termination Procedures

This award may be terminated by either party, in whole or in part, at any time with 30 days written notice of termination.

- a. Upon receiving a termination notice from the Grants Officer, the Recipient must take immediate action to cease all expenditures financed by this award and to cancel all unliquidated obligations if possible. The Recipient may not enter into any additional obligations under this award after receiving the notice of termination, other than those reasonably necessary to effect the close out of this award. Except as provided below, no further reimbursement will be made after the effective date of termination.
- b. As soon as possible, but in any event no later than 90 days after the effective date of termination, the Recipient must repay to DOS all unexpended DOS funds that are not otherwise obligated by a legally binding transaction applicable to this award.
- c. If the funds paid by DOS to the Recipient before the effective date of termination are not sufficient to cover the Recipient's obligations under a legally binding transaction, the Recipient may submit a written claim for such amount to DOS within 90 days after the effective date of termination. The Grants Officer will determine the amount(s) to be paid by DOS to the Recipient under such claim in accordance with the "Allowable Costs" provision of this award.

#### 18. Audit and Records

a. The Recipient agrees to furnish the U.S. Government with a final report on activities carried out under this award, including accounting for award funds in sufficient detail to enable DOS to liquidate 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. All such financial records must be maintained for at least three years after the final disbursement of funds under this award.
- c. The Recipient confirms that the award account will be audited applying established procedures under appropriate provisions of the financial regulations and rules of the United Nations.

#### 19. Reporting and Evaluation

#### **Submitting Reports**

All reports (financial and program) must be emailed to the Grants Officer, GOR and belmopangrants@state.gov. Please include the Agreement number (S-BH200-17-GR-0000) in all correspondence. Failure to comply with the reporting requirements may jeopardize the Recipient's ability to access funds and eligibility for future awards.

Recipients that receive multiple awards must submit a separate set of reports for each award. The Program Office reserves the right to request any additional programmatic and/or financial program information during the award's period of performance.

# a) Progress Reports

Progress reports are due quarterly with the subject "UNDP Quarterly Narrative Report."

The due date is always 30 days following the end of the month/or calendar year quarter:

Quarterly Progress report schedule:

- January March reports due on April 30
- April- June reports due on July 30
- July-September reports due on October 30
- October December reports due January 30

Please note that if an award's period of performance begins with 30 calendar days remaining in the quarter, a progress report must be submitted for that quarter.

Recipients must include:

- Page 1 (signed and completed) of the SF-PPR (Performance and Progress Report)
- Narrative attachment to the SF-PPR as described below
- SF-PPR-B: Program Indicators (or other mutually agreed upon format approved by the grants officer) for the F Framework indicators

Narrative progress reports should reflect the Recipient's focus on measuring the project's impact on the overarching objectives and should be compiled according to the **objectives**, **outcomes**, and **outputs** as outlined in the grant's Scope of Work (SOW) and in the Monitoring and Evaluation (M&E) Statement. An assessment of the overall project's impact, should be included in each progress report.

Where relevant, progress reports should include the following sections:

- Relevant contextual information (limited).
- Explanation and evaluation of significant activities of the reporting period and how the activities reflect progress toward achieving objectives, including meeting benchmarks/targets as set in the M&E plan. In addition, attach the M&E plan, comparing the target and actual numbers for the indicators.
- Any tangible impact or success stories from the program, when possible.
- Copy of mid-term and/or final evaluation report(s) conducted by an external evaluator; if applicable.
- Relevant supporting documentation or products related to the project activities (such as articles, meeting lists and agendas, participant surveys, photos, manuals, etc.) as separate attachments.
- Description of how the Recipient is pursuing sustainability, including looking for sources of follow-on funding.
- Any problems/challenges in implementing the program and a corrective action plan with an updated timeline of activities.
- Reasons why established goals were not met.
- Data for the required F Framework indicator(s) for the quarter as well as aggregate data by fiscal year using the SF-PPR-B: Program Indicators or other mutually agreed upon format approved by the Grants Officer.
- Proposed activities for the next quarter.

 Additional pertinent information, including analysis and explanation of cost overruns or high unit costs, if applicable.

Recipients should also submit progress reports for any activities in the final month of the award's period of performance in addition to the final report requirements detailed below.

#### b. Financial Reporting:

The Federal Financial Report (FFR or SF-425) is the required form for the financial reports. The form is available here: <a href="http://www.whitehouse.gov/omb/grants\_forms">http://www.whitehouse.gov/omb/grants\_forms</a>. The report is due quarterly and must be emailed to the individuals on the Roles and Responsibilities page with the subject "UNDP Quarterly Financial Report."

Quarterly Financial report schedule:

- January March reports due on April 30
- April- June reports due on July 30
- July-September reports due on October 30
- October December reports due January 30

Financial reports are due for **each quarter** the grant is active, even if only one day remains in the quarter.

c. Final Financial and Programmatic Reporting:

# 1. Progress

The final narrative report must be submitted within 90 days of the end date of this agreement. The report must include Page 1 of the SF-PPR form, marked *Final* and a narrative progress report which includes an indepth impact assessment and/or project evaluation. The project's summary should include quantitative and qualitative data relating to the objectives and overall outputs and outcomes, e.g., impact.

# 2. Financial

The Final Financial SF-425 (FFR) shall be submitted within 90 days after the expiration date of this Agreement. This report must disclose cost share and indirect rates, if applicable. If the final Negotiated Indirect Cost Rates (NICRAs) are not yet available, an interim final report must be filed

within 90 days of the expiration date, clearly indicating in box 11 and box 12 that the rates are still provisional.

DOS reserves the right to request any additional programmatic and/or financial program information during the award period.

#### 20. Terrorist Financing

Consistent with numerous United Nations Security Council resolutions, including S/RES/1269 (1999), S/RES/1368 (2001), and S/RES/1373 (2001), both DOS 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 DOS 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 DOS funds provided under this award are used to provide support to individuals or entities associated with terrorism.

#### 21. Publications and Media Releases

- a. The Recipient shall provide the project office and Grants Officer with one copy of all published works developed under this award and with lists of other written work produced under this award.
- b. If the Recipient intends to identify DOS's contribution to any publication, video, media release, or other electronic or print material or resulting from this award, the following conditions apply:
  - (1) The product must be approved by the GOR, with the Grant Officer's authorization, prior to release or publication; and
  - (2) The product must identify the sponsoring DOS office, bureau or mission, and state that the views expressed by the author(s) do not necessarily reflect those of DOS, using the following language:

"This [publication, video or other information/media product (specify)] was made possible through support provided by the United States Department of State, under the terms of Award No. [insert]. The

opinions expressed herein are those of the author(s) and do not necessarily reflect the views of the United States Department of State."

- 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 this award, but DOS 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.
- 22. Trafficking in persons: N/A
- 23. Investment Promotion: N/A
- 23. Specific Award Conditions: N/A