



**SUBRECIPIENT AGREEMENT
No. PS.22.SUBAGR.20640.71480.01.00**

between

**CATHOLIC RELIEF SERVICES –
UNITED STATES CONFERENCE OF CATHOLIC BISHOPS**

and

**Al Majd for Community Development Society
For work performed under**

**Federal Award Identification Number (FAIN)
USAID Award No. 72029421LA00001**

Assistance Listing No. 98.001

SUBRECIPIENT AGREEMENT, dated as of July 01, 2022 (the "*Effective Date*"), by and between:

Catholic Relief Services - United States Conference of Catholic Bishops ("CRS"), a nonprofit corporation organized under the laws of the District of Columbia, United States of America ("**United States**"), with offices at 228 West Lexington Street, Baltimore, Maryland 21201, United States and registered under the laws of United States of America (U.S.A) or the "**Host Country**") and acting through its office at 14 Rosary Sisters Road, Dahiyat al Barid, Beit Hanina, Jerusalem.

and

Al Majd for Community Development Society, (the "**Subrecipient**"), non-profit organization organized under the laws of Palestinian National Authority-Ministry of Interior- Law of Charitable Associations and non-governmental organizations (NGOs) No. 1 / 2000 organized under the laws of Palestine, with offices at Haifa street -Jenin.

WITNESSETH THAT:

WHEREAS, CRS received Award Number **72029421LA00001** dated **October 25, 2021** (the "**Award**") from the United States Agency for International Development, acting through the **USAID/West Bank and Gaza Mission ("USAID"** or the "**Donor**") for the project described in Part I of **Attachment 1** (the "**Project**") in the Host Country;

WHEREAS, CRS desires to subaward those aspects of the Project described in Part II of **Attachment 1** (the "**Program**") to the Subrecipient in support of the Project; and

WHEREAS, the Subrecipient desires to participate in support of the Project by implementing the Program in accordance with this subrecipient agreement, including the attachments hereto (the "**Agreement**"), and all applicable laws and regulations;

Now therefore, in consideration of the foregoing recitals, the respective covenants, commitments and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CRS and the Subrecipient (together the "**Parties**" and each a "**Party**"), intending to be legally bound, incorporate the foregoing Recitals in the Agreement as if fully detailed below, and hereby agree as follows:

I. THE PROGRAM

A. CRS hereby subawards to the Subrecipient the Program. The Subrecipient hereby accepts such engagement and agrees to implement the Program to support the Project.

B. The Subrecipient shall implement the Program in a prompt, professional and satisfactory manner. The Subrecipient warrants that its work shall be performed and completed in accordance with generally accepted and applicable industry standards, practices and principles. The Program is not intended to be a complete statement of all activities that the Subrecipient may be required to perform under this Agreement. During the Term (as defined below), CRS may, in consultation with the Subrecipient, make additions or other modifications to the Program.

II. PERIOD OF AGREEMENT

A. The term of this Agreement is from the Effective Date to Dec 31, 2022, unless this Agreement is terminated in accordance with Section XXI, (the "Term", and the final day of the Term, the "Program End Date").

III. FUNDING; MANAGEMENT AND INTERNAL CONTROLS

A. Funding

1. All funding provided under this Agreement (the "Funding" or the "Funds") is contingent upon (i) the receipt by CRS from the Donor of funds Inadequate to make the respective disbursement; (ii) the Subrecipient's satisfactory and timely implementation of the Program; (iii) the Subrecipient's compliance with the terms and conditions of this Agreement and all applicable laws and regulations and (iv) the accuracy, as of the dates set forth in Section XIV(C), of the representations and warranties of the Subrecipient contained in this Agreement.

2. This Agreement is incrementally funded. The total estimated amount of this Agreement for the Term is up to a maximum of **USD 25,000.00** (the "Total Estimated Amount"). The Total Estimated Amount is not guaranteed, and has not been obligated, by the Donor or CRS.

3. Of the Total Estimated Amount, CRS hereby obligates **USD 25,000.00** (the "Obligated Amount") for disbursement to the Subrecipient during the **July 01, 2022, to Dec 31, 2022**. CRS is not required to advance or reimburse any amount to the Subrecipient in excess of the Obligated Amount.

B. Management

1. The Subrecipient's financial management systems, including records documenting compliance with United States Federal ("Federal") statutes, regulations and the terms and conditions of this Agreement, must be Inadequate to permit (i) the preparation of reports required by general and Program-specific terms and conditions and (ii) the tracing of Funds to a level of expenditures adequate to establish that the Funds have been used according to the applicable Federal statutes, regulations and the terms and conditions of this Agreement. The Subrecipient's financial management system must comply with the requirements of 2 CFR 200.302 (*Financial management*).

2. The Subrecipient is responsible for oversight of its operations under this Agreement. The Subrecipient must monitor its activities under this Agreement to assure (i) compliance with applicable Federal requirements and the terms and conditions of this Agreement and (ii) performance expectations are being achieved. Monitoring by the Subrecipient must cover each function or activity within the Program.

C. Internal Controls

1. The Subrecipient must:

- a. establish and maintain effective internal control over this Agreement that provides reasonable assurance that the Subrecipient is managing this Agreement in compliance with Federal statutes, regulations and the terms and conditions of this Agreement. These internal controls should be in compliance with guidance in 2 CFR 200.303(a);
- b. comply with the U.S. Constitution, Federal statutes, regulations and the terms and conditions of this Agreement;

- c. evaluate and monitor the Subrecipient's compliance with statutes, regulations and the terms and conditions of this Agreement;
- d. take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; and
- e. take reasonable measures to safeguard protected personally identifiable information and other information the Donor or CRS designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state, local and tribal laws regarding privacy and responsibility over confidentiality.

IV. BUDGET; COST SHARE

A. Budget

1. The budget for this Agreement (the "**Budget**") is contained in **Attachment 2**. Each cost category in the Budget has been assigned an amount for each respective period specified therein that, in the event an amount of Funding is obligated by CRS for that respective period, represents the maximum amount of funding available to the Subrecipient for that particular cost category during that respective period.
2. All revisions to the Budget (i) shall be made only as permitted by 2 CFR 200 and (ii) require CRS' prior written approval. Furthermore, the Subrecipient shall report any deviations from the Budget or the Program scope or objective and request prior written approval from CRS for one or more of the following Program or Budget-related reasons:
 - a. Change in the scope or the objective of the Program (even if there is no associated Budget revision);
 - b. Change in a key person specified in this Agreement;
 - c. The disengagement from the Program for more than three months or a 25 percent reduction in time devoted to the Program by the approved Program director or principal investigator;
 - d. The inclusion, unless waived by CRS in writing, of costs that require prior approval in accordance with 2 CFR 200 Subpart E – Cost Principles, 45 CFR Part 75 Appendix IX, "*Principles for Determining Costs Applicable to Research and Development under Awards and Contracts with Hospitals*" or 48 CFR Part 31 "*Contract Cost Principles and Procedures*", as applicable;
 - e. The transfer of funds budgeted for participant support costs as defined in 2 CFR 200.1 to other categories or expense;
 - f. Unless described in **Attachment 1** and funded in the Budget, the subawarding, transferring or contracting out of any work under this Agreement; and
 - g. Changes in the amount of approved Cost Sharing or Matching (as defined below) provided by the Subrecipient.
3. The Funds must be used exclusively for the purposes specified in the Program and the Budget.
4. In applying and accounting for Funds, the Subrecipient shall adhere to the cost principles contained in 2 CFR 200, Subpart E, Cost Principles (the "**Cost Principles**") and the Cost Principles' determination of reasonable, allocable and allowable costs. Costs incurred by the Subrecipient that do not comply with the Cost Principles are not permitted under this

Agreement. CRS may, in its sole discretion, offset amounts payable to the Subrecipient to recover (i) costs that do not comply with the Cost Principles, (ii) Funds that were not used pursuant to the terms and conditions of this Agreement or (iii) costs that were incurred by the Subrecipient outside of the respective period for which the funds were obligated.

5. The Subrecipient is solely liable for all taxes (including occupational, property, franchise, net or gross income), duties, license fees and other official taxes, duties and fees of whatever nature, arising out of, or relating to, the Subrecipient, the Subrecipient's representatives or any payments or other benefits made to, or received by, the Subrecipient pursuant to, or otherwise in connection with, the making or performance of this Agreement.

6. The Subrecipient agrees to utilize any Program Income (as defined in 2 CFR 200.1) in compliance with (i) 2 CFR 200.307(e) and (ii) CRS' written instructions.

7. The Subrecipient acknowledges and agrees that construction is not eligible for reimbursement under this Agreement.

8. No funds will be paid as Profit to the Subrecipient. "**Profit**" is any amount in excess of allowable direct costs and indirect costs.

B. Cost Share

1. The Subrecipient is not responsible for any Cost Sharing or Matching (as such term is defined in 2 CFR 200.1) under this Agreement.

V. FORECASTS, FUNDING AND FINANCIAL REPORTS

A. General

1. The Subrecipient hereby agrees to comply with the terms contained in **Attachment 3**. Funds will be provided to the Subrecipient as set forth in **Attachment 3**. In its sole discretion, CRS may unilaterally amend the frequency of forecasting, funding or reporting in **Attachment 3** by giving notice to the Subrecipient.

2. To the extent available, the Subrecipient must disburse Funds available from Program Income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries and interest earned on such funds before requesting additional cash payments. This Section V(A)(2) is not applicable to such earnings which are generated as foreign currencies.

B. Payments

1. Any transfer of Funds to the Subrecipient under this Agreement will be made using the Subrecipient's bank account information contained in **Attachment 4**.

2. CRS reserves the right to withhold payments for allowable costs by the Subrecipient as permitted by 2 CFR 200 or if any of the following apply:

- a. The Subrecipient has failed to comply with the Program objectives, Federal statutes, regulations or the terms and conditions of this Agreement;
 - b. The Subrecipient is delinquent in a debt to the United States as defined in OMB Guidance A-129, "Policies for Federal Credit Programs and Non-Tax Receivables". Under such conditions, CRS may take action as contemplated by 2 CFR 200.305(b)(6)(ii);
 - c. If this Agreement is suspended, payment adjustments will be made in accordance with the terms and conditions of this Agreement; or
 - d. A payment shall not be made by CRS to the Subrecipient for amounts that are withheld by the Subrecipient from payment to contractors to assure satisfactory completion of work.
3. The Subrecipient must make timely payment to contractors in accordance with the provisions of its contracts with such contractors.
4. The Subrecipient's ability to be paid in advance is conditioned on the Subrecipient complying with the requirements of 2 CFR 200.305 (*Payment*). In particular, the Subrecipient shall comply with the standards governing the use of banks and other institutions as depositories of advance payments under this Agreement in accordance with 2 CFR 200.305(b)(7).
5. The Subrecipient must maintain advance payments under this Agreement in interest-bearing accounts in accordance with 2 CFR 200.305(b)(8). Unless otherwise required by CRS in writing, any interest earned by the Subrecipient on advance payments deposited in interest-bearing accounts must be remitted annually to CRS by the Subrecipient.
6. No later than October 15 of each year during the Term, the Subrecipient, upon CRS' request, shall refund to CRS any Funds that were provided by CRS to the Subrecipient under this Agreement during the immediately preceding twelve-month period ending September 30 (or portion thereof) that the Subrecipient has not expended by September 30.
7. The Subrecipient acknowledges that payment methods must minimize the time elapsing between the transfer of Funds from CRS and the disbursement by the Subrecipient whether the payment is made by electronic funds transfer, issuance or redemption of checks, warrants or payment by other means. The Subrecipient further acknowledges that advance payments to the Subrecipient shall be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the Subrecipient in carrying out the Program. CRS, acting in its sole discretion, reserves the right to make payments under this Agreement on a reimbursement basis.]

C. Reports

1. The Subrecipient will prepare and submit a report to CRS in accordance with the RAA Standard Provision **RAA13** "Reporting Host Government Taxes (December 2014)", except that the deadline of "April 16" appearing in RAA13(a) shall be replaced with "March 16".

VI. PROGRAM REPORTS AND PLANS

A. Frequency

1. The Subrecipient will provide reports on the progress and status of the implementation of the Program ("**Program Reports**" and each a "**Program Report**") on a

quarterly and annual basis to CRS in a format to be provided by CRS. Annual Program Reports must be submitted by the Subrecipient to CRS no later than [30] calendar days after the last calendar day of the respective reporting period. **Monthly, quarterly or semiannual** Program Reports must be submitted by the Subrecipient to CRS no later than [10] calendar days after the last calendar day of the respective reporting period. No later than [30] calendar days after the Program End Date, the Subrecipient will submit to CRS a final Program Report in a format to be provided by CRS.

2. Events may occur between the scheduled Program reporting dates above that have significant impact upon the supported activity. In such cases, the Subrecipient will inform CRS as soon as the following types of conditions become known:

- a. Problems, delays or adverse conditions which will materially impair the ability to meet the objective of this Agreement. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
- b. Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

B. Content

1. Each Program Report shall contain brief information on the following unless otherwise required by CRS in writing:

- a. A comparison of actual accomplishments to the objectives of the Program established for the respective period. Where the accomplishments of the Program can be quantified, a computation of the cost (for example, related to units of accomplishment) shall be included in the Program Report if such information is deemed by CRS to be useful. If CRS notifies the Subrecipient that performance trend data and analysis is required by the Donor, the Subrecipient shall include such data in the respective Program Report.
- b. The reasons why established goals were not met, if appropriate.
- c. Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

2. As requested by the Donor, the Subrecipient shall (i) relate financial data to ~~performance accomplishments~~ under this Agreement and (ii) provide cost information to demonstrate cost effective practices (e.g., through unit cost data).

D. Monitoring and Evaluation Plan

1. The Subrecipient agrees to comply with the requirements of any monitoring and evaluation plan provided to the Subrecipient by CRS.]

VII. PROPERTY

A. General

1. As used in this Agreement, "**Property**" collectively refers to Real Property, Equipment, Supplies, Intellectual Property, Intangible Property and CRS Property, each of which is defined below. The Subrecipient hereby agrees to comply with the requirements

governing Property contained in the Identified Regulations (as defined below) and this Agreement.

2. Title to federally-owned Property ("**Federal Property**") provided to the Subrecipient remains vested in the Federal government. Title to CRS-owned Property ("**CRS Property**") provided to the Subrecipient remains vested in CRS. In each case, the Subrecipient shall have the right to use such Property in a reasonable and responsible manner solely for the Subrecipient's activities related to the implementation of the Program.

3. The Subrecipient shall submit to CRS annually during each twelve-month period during the Term a written inventory and description of (i) any Property procured by the Subrecipient in whole or in part with the Funds; (ii) any CRS Property and (iii) any Federal Property. The final written inventory shall be provided by the Subrecipient to CRS no later than forty-five (45) calendar days prior to the Program End Date.

4. To the extent that it is identified that property rights are not addressed in this Agreement, the Parties shall enter in good faith into an agreement addressing those rights no later than the Program End Date based on the principles outlined in this Section VII.

5. The Subrecipient agrees to comply with the provisions of 2 CFR 200.315(e) relating to the Freedom of Information Act (FOIA).

B. Real Property

1. As used in this Agreement, "**Real Property**" is defined as set forth in 2 CFR 200.1. Unless otherwise agreed in writing by CRS and notwithstanding any reference in the Identified Regulations (as defined below) to the contrary, title to Real Property acquired or improved under this Agreement will vest upon acquisition in CRS, subject to the Subrecipient's right to use the Real Property in a reasonable and responsible manner solely for its activities related to the implementation of the Program. Real Property will be used for the originally authorized purpose as long as needed for that purpose, during which time the Subrecipient shall not dispose of or encumber title to the Real Property or other interests.

2. When Real Property acquired or improved under this Agreement is no longer needed for the originally authorized purpose, the Subrecipient shall comply with disposition instructions for such Real Property from CRS.

3. The Subrecipient shall submit reports in accordance with 2 CFR 200.330 (*Reporting on real property*) on the status of any Real Property in which the Federal government retains an interest.

C. Equipment

1. As used in this Agreement, "**Equipment**" is defined as set forth in 2 CFR 200.1. Unless otherwise agreed in writing by CRS and notwithstanding any reference in the Identified Regulations (as defined below) to the contrary, title to Equipment acquired under this Agreement will vest upon acquisition in CRS, subject to the Subrecipient's right to use the Equipment in a reasonable and responsible manner solely for its activities related to the implementation of the Program. The Subrecipient shall not encumber the Equipment without the prior written approval of CRS.

2. The Subrecipient shall use and dispose of the Equipment in accordance with (i) paragraphs (c) and (e) of 2 CFR 200.313 (*Equipment*) and (ii) CRS' written instructions.

3. The Subrecipient shall manage the Equipment (including replacement equipment), whether acquired in whole or in part under this Agreement, in accordance with (i) paragraph (d) of 2 CFR 200.313 (*Equipment*) and (ii) CRS' written instructions until disposition of the Equipment takes place.

D. Supplies

1. As used in this Agreement, "**Supplies**" is defined as set forth in 2 CFR 200.1. Title to Supplies purchased with the Funds will vest in the Subrecipient upon acquisition. The Subrecipient shall use the Supplies and compensate the Donor, as applicable, in accordance with (i) 2 CFR 200.314 (*Supplies*) and (ii) CRS' written instructions.

E. Intellectual Property

1. As used in this Agreement, "**Intellectual Property**" means, without limitation, data, inventions, creative works, research data, films, photographs, graphic works, computer programs and computerized materials, books, articles, writings, video and audio recordings, Internet and other electronic materials and all matters embodying any of the foregoing.

2. Notwithstanding any reference in the Identified Regulations (as defined below) to the contrary, CRS shall own any Intellectual Property created, gathered, discovered, obtained or developed by the Subrecipient or granted to the Subrecipient pursuant to the Agreement ("**New Rights**"). New Rights shall be deemed works made for hire by the Subrecipient on behalf of, or specially commissioned by, CRS. To the extent that New Rights may not qualify for treatment as works made for hire under applicable law, the Subrecipient hereby assigns the New Rights to CRS in their entirety.

3. When Intellectual Property embodies both New Rights and rights of the Subrecipient existing prior to this Agreement ("**Mixed Rights**"), the Subrecipient grants to each of the Donor and CRS an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license to copy, modify, display, create derivative works of and distribute and make, have made, design, develop and otherwise use for non-profit, educational or research purposes all Mixed Rights created, gathered, discovered or obtained by the Subrecipient under this Agreement and to sublicense any of those rights.

4. In line with the policies and procedures of the United States Government ("**USG**"), all data sets and corresponding data dictionaries must be provided to CRS by the Subrecipient, as required by and in a manner to permit CRS to comply with, Mandatory Standard Provision M25 "*Submission of Datasets to the Development Data Library (October 2014)*" ("**M25**"), except that the deadline for the Subrecipient's submission of such data sets and corresponding data dictionaries to CRS of "thirty (30) calendar days" referenced in M25 shall be replaced each time it appears in M25 with "fifteen (15) calendar days".

5. The Subrecipient agrees that each of the Donor and CRS has the right in perpetuity to:

- a. Obtain, reproduce, publish, or otherwise use the data produced under this Agreement; and
- b. Authorize others to receive, reproduce, publish or otherwise use such data.

6. The Subrecipient shall ensure that any Intellectual Property created by others, including, but not limited to, its contractor(s) and subrecipient(s) using the Funds is assigned to CRS.

7. When no longer needed for the originally authorized purpose, disposition of the Intellectual Property must occur in accordance with (i) the requirements of 2 CFR 200.315(a) and (ii) CRS' written instructions.

8. In the event that the Subrecipient intends to disseminate publicly any New Rights or Mixed Rights or to otherwise make available any New Rights or Mixed Rights to a third party, the Subrecipient shall abide by the following vetting process:

- a. The Subrecipient shall notify CRS of its intention and provide a manuscript or advance copy of the material to be published (the "**Manuscript**") to CRS for review, no later than thirty (30) calendar days prior to submission for publication to a third party or other public dissemination.
- b. With respect to any Manuscript, the Subrecipient shall have the right to require attribution language describing its role in the Program.
- c. If CRS notifies the Subrecipient within thirty (30) calendar days of receipt of the Manuscript that the Manuscript contains any unauthorized disclosure or identification of CRS, CRS' Intellectual Property or Confidential Information, the Subrecipient shall either (i) remove such references from the Manuscript or (ii) designate attribution language in the Manuscript that describes CRS' role in the Program, as applicable, in each case as set forth in writing by CRS before the Manuscript is submitted for publication or presentation.

F. Intangible Property

1. As used in this Agreement, "**Intangible Property**" means property, other than Intellectual Property, having no physical existence and property, such as loans, notes and other debt instruments, lease agreements, stock and other instruments of property ownership (whether the property is tangible or intangible).

2. Unless otherwise agreed in writing by CRS and notwithstanding any reference in the Identified Regulations (as defined below) to the contrary, title to Intangible Property acquired under this Agreement will vest upon acquisition in CRS, subject to the Subrecipient's right to use the Intangible Property in a reasonable and responsible manner solely for its activities related to the implementation of the Program. The Subrecipient must use Intangible Property for the originally-authorized purpose and must not encumber such Intangible Property without prior written approval of CRS. When no longer needed for the originally authorized purpose, disposition of the Intangible Property must occur in accordance with (i) the requirements of 2 CFR 200.315(a) and (ii) CRS' written instructions.

3. The Subrecipient acknowledges and agrees to comply with applicable regulations governing patents and inventions, including governmentwide regulations issued by the United States Department of Commerce at 37 CFR 401, "*Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements*".

VIII. PROCUREMENT; BRANDING STRATEGY AND MARKING

A. The Subrecipient shall abide by all procurement requirements set forth in the Identified Regulations (as defined below). The authorized geographic code for the procurement of goods and services under this Agreement is 937.

B. The Subrecipient shall mark and brand its Program activities, public communications and commodities in accordance with (i) the "Marking and Branding Plan" contained in **Attachment 5**, (ii) 2 CFR 700.16 (Marking), (iii) Mandatory Standard Provision M13. "Marking and Public Communications under USAID-Funded Assistance (December 2014)" and (iv) CRS' written instructions.

IX. COMMUNICATION; PUBLICITY; USE OF NAME AND LOGO

A. CRS will be responsible for all communications with the Donor on issues related to the Program. Except as required by Mandatory Standard Provision M28 "Mandatory Disclosures (November 2020)", the Subrecipient will not communicate directly with the Donor concerning the Program and will always channel communications regarding the Program through CRS. In its sole discretion, CRS may bring the Subrecipient into direct contact with the Donor. CRS will keep the Subrecipient advised of any material changes in the technical scope of work or funding of the Program.

B. All public announcements or media contact relating to the Program or this Agreement by the Subrecipient, including, but not limited to, Internet publicity and conference presentations and attendance, shall comply with the Identified Regulations (as defined below) and be pre-approved by CRS in writing. The Subrecipient shall make such efforts as are feasible and practical to notify CRS prior to responding to unsolicited media inquiries, or, if such notice is not feasible or practical, notify CRS of any inquiry immediately thereafter.

C. The Subrecipient agrees that it will not, except as required by law, any governmental agency or this Agreement, use any of the names, trademarks or logos of either the Donor or CRS or its employees in any advertisement, press release, publicity or other printed materials without the prior written consent of the Donor or CRS, as applicable.

X. CONFIDENTIAL INFORMATION

A. "**Confidential Information**" means any information (written, oral or observed) relating to CRS' (i) donors and potential donors; (ii) personal profiles of beneficiaries; (iii) personal profiles of employees; (iv) business and strategic plans; (v) finances; or (vi) relationships with any governmental entity. Confidential Information also includes information specifically designated confidential by CRS or that the Subrecipient knows or reasonably should know is not generally known to the public. Confidential Information does not include any information that is generally known to the public or readily ascertainable from publicly available sources.

B. The Subrecipient understands and agrees that during the Term and thereafter, it may receive or become aware of Confidential Information. The Subrecipient agrees, for the Term and thereafter, to keep such information confidential, and further agrees not to use, directly or indirectly, any Confidential Information, except to the extent required for the performance of its duties hereunder. The Subrecipient shall take all reasonable measures necessary to enforce these obligations with respect to its employees. This provision does not prohibit the Subrecipient and its employees, subawardees and contractors from reporting fraud,

waste or abuse or meeting any other obligation described in applicable law, regulation or the Standard Provisions.

XI. CLOSEOUT

A. CRS will close-out this Agreement when it determines that all applicable administrative actions and all required work of this Agreement have been completed by the Subrecipient. As used in this Agreement, "**Closeout**" has the meaning specified in 2 CFR 200.1. If the Subrecipient fails to complete the requirements, CRS will proceed to close-out this Agreement with the information available. This section specifies the actions the Subrecipient and CRS must take to complete this process at the end of the Term. Each of the Subrecipient and CRS agrees to comply with the provisions of 2 CFR 200.344 (*Closeout*), the terms and conditions of this Agreement and the following requirements:

1. The Subrecipient must submit, no later than the respective deadlines provided in this Agreement, all financial, Program and other reports as required by the terms and conditions of this Agreement.
2. The Subrecipient must liquidate all obligations incurred under this Agreement as set forth in **Attachment 3**.
3. The Subrecipient must refund to CRS, no later than 30 calendar days after the Program End Date, any balances of unobligated cash that CRS paid in advance or paid and that are not authorized to be retained by the Subrecipient.
4. The Subrecipient must account for any Property acquired with the Funds or received from the Federal government or CRS in accordance with this Agreement and the Identified Regulations. CRS will provide the format for any inventory of Property that is required under this Agreement.

B. The Closeout of this Agreement does not affect any of the following:

1. The right of CRS to disallow costs and recover Funds on the basis of a later audit or other review. CRS must make any cost disallowance determination and notify the Subrecipient within the record retention period established by 2 CFR 200.334 (*Retention requirements for records*) and Section XII of this Agreement.
2. The obligation of the Subrecipient to return any Funds due as a result of later refunds, corrections or other transactions including final indirect cost rate adjustments.
3. Audit requirements in Subpart F – Audit Requirements of 2 CFR 200 and Section XII of this Agreement.
4. Property management and disposition requirements in 2 CFR 200.310 through 316 (*Property Standards*) and Section VII of this Agreement.
5. Records retention as required by 2 CFR 200.334 through 338 (*Record Retention and Access*) and Section XII of this Agreement.

C. Any funds paid to the Subrecipient in excess of the amount to which the Subrecipient is finally determined to be entitled under the terms and conditions of this Agreement constitute a debt to CRS. If not paid within 30 calendar days after demand, CRS may reduce the debt by:

1. Making an offset against other requests for reimbursements, including, but not limited to, reimbursements owed under another agreement with the

2. Subrecipient or with an entity, which directly or indirectly, controls, is controlled by, or is under common control with, the Subrecipient; Withholding advance payments otherwise due to the Subrecipient, including, but not limited to, advances due under another agreement with the Subrecipient or with an entity, which directly or indirectly, controls, is controlled by, or is under common control with, the Subrecipient; or
3. Other action permitted by applicable law.

XII. RECORD RETENTION, ACCESS, INSPECTIONS AND AUDITS

A. The Subrecipient shall keep, collect, transmit and store complete and accurate financial records, supporting documents, statistical records and all other records pertinent to the Subrecipient's performance under this Agreement (the "**Records**") in compliance with the requirements of 2 CFR 200.334 through 338 (*Record Retention and Access*). The Records shall be maintained in a manner that permits verification of the Subrecipient's compliance with its obligations under this Agreement.

B. Except as set forth in Section XII(C) below, the Records must be retained for a period of three years from the date of submission of the final expenditure report by the Subrecipient to CRS (the "**Record Retention Calculation Date**"). The Subrecipient shall contact CRS no later than ninety (90) calendar days after the Effective Date to obtain written instructions related to the Record Retention Calculation Date and related requirements under this Section XII.

C. The period during which the Subrecipient must retain the Records pursuant to Section XII(B) shall be adjusted as set forth below:

1. If any litigation, claim or audit is started before the expiration of the three-year period, the Records must be retained until all litigation, claims or audit findings involving the Records have been resolved and final action taken.
2. When the Subrecipient is notified in writing by the Donor, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs or CRS to extend the retention period.
3. Records for Real Property and Equipment acquired with the Funds must be retained for three years after final disposition.
4. When Records are transferred to or maintained by the Donor or CRS, the three-year retention requirement is not applicable to the Subrecipient.
5. If applicable, as set forth in 2 CFR 200.334(e) regarding Records for Program Income transactions after the Term.
6. If applicable, as set forth in 2 CFR 200.334(f) regarding indirect cost rate proposals and cost allocation plans.
7. If applicable law requires a longer retention period for the Records.

D. Each of CRS and the Donor and its respective representatives shall have the right to monitor and inspect activities related to this Agreement. The Subrecipient hereby consents to any subrecipient monitoring that CRS or the Donor may require, including, but not limited to, site visits, periodic reviews, audits and other monitoring activities or requirements. In addition, the Subrecipient shall provide right of access (the "**Right of Access**") to the Records and any other documents or papers of the Subrecipient which are pertinent to the Subrecipient's performance under this Agreement to the Donor, Inspectors General, the Comptroller General of the United States and CRS, or any of their authorized representatives, in order to make audits,

examinations, excerpts and transcripts. The Right of Access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. The Right of Access is not limited to the Term and the Record retention period required under this Agreement and applicable law but lasts as long as the Records are retained. Furthermore, the Subrecipient agrees to comply with any request for the transfer of certain Records by the Donor. The Right of Access, regardless of whether exercised, does not relieve the Subrecipient of its obligations under this Agreement.

E. The Subrecipient shall arrange audits relating to its obligations hereunder in compliance with the Identified Regulations (as defined below). If 2 CFR 200 Subpart F is not applicable to the Subrecipient because the Subrecipient is a for-profit subrecipient, the Subrecipient agrees to perform the audit required by CRS. The Subrecipient shall provide CRS with a copy of (i) its annual financial statements; (ii) its audit reports prepared in compliance with the Identified Regulations (as defined below), including, but not limited to, audit reports prepared under 2 CFR 200 Subpart F or, in the case of for-profit subrecipients, similar regulations relating to the audit of the Subrecipient; and (iii) all management letters, comments, findings and adjustments that relate to this Agreement, as soon as completed or available, for each of the Subrecipient's fiscal years that falls, in whole or in part, within the Term.

XIII. THE IDENTIFIED REGULATIONS AND OTHER COMPLIANCE MATTERS

A. General

1. The Subrecipient shall comply with all laws, regulations and orders applicable to its performance under this Agreement, including, but not limited to, the regulations identified in **Attachment 6** (the "**Identified Regulations**"). The Identified Regulations are hereby incorporated into this Agreement by reference. In addition, the Subrecipient shall further enforce these obligations, as applicable, with its respective subrecipients and contractors and include these obligations in any agreement with such subrecipients and contractors. The Subrecipient shall obtain and maintain in a timely and effective manner all licenses, permits, registrations and governmental approvals necessary to implement the Program successfully. In the event of any inconsistency between the terms and conditions of this Agreement and the Identified Regulations, the terms and conditions of this Agreement shall control.
2. Pursuant to 2 CFR 200.111(b), the Subrecipient may translate this Agreement, agreements with its subrecipients or contractors and other documents into another language. However, in the event of any inconsistency between any terms and conditions of (i) the Award, the Identified Regulations or this Agreement and (ii) any translation into another language, the English language meaning shall control.
3. Pursuant to 2 CFR 200.111(b), where a significant portion of the Subrecipient's employees who are working on the Program are not fluent in English, the Subrecipient must provide this Agreement in English and the language(s) with which such employees are more familiar.
4. Pursuant to 2 CFR 200.112 (*Conflict of interest*) and Mandatory Standard Provision M30 "*Conflict of Interest (August 2018)*", the Subrecipient shall disclose in writing any potential conflict of interest to CRS in accordance with applicable Donor policy.

5. Pursuant to 2 CFR 200.113 (*Mandatory disclosures*) and Mandatory Standard Provision M28 "*Mandatory Disclosures (November 2020)*", the Subrecipient shall disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.339 (*Remedies for noncompliance*), including suspension or debarment, and other remedies available under applicable law.

6. As used in this Agreement, the "**Standard Provisions**" refer to the Mandatory Standard Provisions for U.S. Nongovernmental Organizations (the "**Mandatory Standard Provisions**") and the Required As Applicable Standard Provisions For U.S. Nongovernmental Organizations (the "**RAA Standard Provisions**").

B. Federal Funding Accountability and Transparency

1. The Subrecipient agrees to complete and deliver the Executive Compensation Disclosure Certification contained in **Attachment 7** to CRS by the time this Agreement is signed by the Subrecipient. Furthermore, the Subrecipient agrees to comply with, and supply any additional information at such other times as may be requested by CRS to enable CRS to comply with 2 CFR 25 (*Universal Identifier and System of Award Management*), 2 CFR 170 (*Reporting Subaward and Executive Compensation Information*), RAA Standard Provision RAA23 "*Universal Identifier and System of Award Management (November 2020)*" and RAA Standard Provision RAA24 "*Reporting Subawards and Executive Compensation (November 2020)*". Notwithstanding anything herein to the contrary, CRS has the right to withhold any payments to the Subrecipient under this Agreement for failure to abide by this provision.

C. Prohibition against corruption

1. The Subrecipient and the Subrecipient's representatives shall not commit or appear to commit any corrupt (including offering, giving, receiving or soliciting any thing of value to influence the actions of any public official) or fraudulent (including misrepresentation of facts to influence a procurement practice) action or practice.

D. Preventing transactions with, or the provision of resources or support to, sanctioned groups and individuals

1. In carrying out activities under this Agreement, except as authorized by a license issued by the Office of Foreign Assets Control ("**OFAC**") of the U.S. Department of Treasury, the Subrecipient will not engage in transactions with, or provide resources or support to, any individual or entity that is subject to sanctions administered by OFAC or the United Nations ("**UN**"), including any individual or entity that is included on the Specially Designated Nationals and Blocked Persons List maintained by OFAC (<http://www.treasury.gov/resourcecenter/sanctions/SDNList/Pages/default.aspx>) or on the UN Security Council consolidated list (<https://www.un.org/securitycouncil/content/un-sc-consolidatedlist>).

2. Any violation of the above will be grounds for unilateral termination of the agreement by CRS.

3. The Subrecipient must include this provision in all subawards and contracts issued under this Agreement.

E. Code of Conduct for the Protection of Beneficiaries of Assistance from Sexual Exploitation and Abuse in Humanitarian Relief Operations

1. As a condition for this Agreement, it is understood by CRS and affirmed by the Subrecipient that the Subrecipient has adopted a code of conduct for the protection of beneficiaries of assistance from sexual exploitation and abuse in humanitarian relief operations. Such code of conduct must be consistent with the UN Interagency Standing Committee on Protection from Sexual Exploitation and Abuse in Humanitarian Crises, which includes the following core principles:

- a. Sexual exploitation and abuse by humanitarian workers constitute acts of gross misconduct and are therefore grounds for termination of employment.
- b. Sexual activity with children (persons under the age of 18) is prohibited regardless of the age of majority or age of consent locally. Mistaken belief regarding the age of a child is not a defense.
- c. Exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading, or exploitative behavior is prohibited. This includes exchange of assistance that is due to beneficiaries.
- d. Any sexual relationship between those providing humanitarian assistance and protection and a person benefitting from such humanitarian assistance and protection that involves improper use of rank or position is prohibited. Such relationships undermine the credibility and integrity of humanitarian aid work.
- e. Where a humanitarian worker develops concerns or suspicions regarding sexual abuse or exploitation by a fellow worker, whether in the same agency or not, he or she must report such concerns via established agency reporting mechanisms.
- f. Humanitarian workers are obliged to create and maintain an environment which prevents sexual exploitation and abuse and promotes the implementation of their code of conduct. Managers at all levels have particular responsibilities to support and develop systems which maintain this environment.

F. Prohibition against trafficking in persons

1. The Subrecipient and its employees, labor recruiters, brokers or other agents as well as its subrecipients or contractors at any tier, must not engage in:

- a. Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of the Award;
- b. Procurement of a commercial sex act during the period of the Award;
- c. Use of forced labor in the performance of this Agreement;
- d. Acts that directly support or advance trafficking in persons, including the following acts:
 - i. destroying, concealing, confiscating or otherwise denying an employee access to that employee's identity or immigration documents;
 - ii. failing to provide return transportation or pay for return transportation costs to an employee from a country outside the

United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

- (1) exempted from the requirement to provide or pay for such return transportation under this Agreement; or
- (2) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
- iii. soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations or promises regarding that employment;
- iv. charging employees recruitment fees; or
- v. providing or arranging housing that fails to meet the Host Country housing and safety standards.

2. In the event of a violation of Section XIII.F.1, CRS is authorized to terminate this Agreement without penalty and each of CRS and the Donor is also authorized to pursue any other remedial actions authorized as stated in section 1704(c) of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013).

3. If the Subrecipient receives any credible information regarding a violation of Section XIII.F.1, the Subrecipient must immediately notify CRS in writing and must fully cooperate with any CRS or USG agencies responsible for audits, investigations or corrective actions relating to trafficking in persons.

4. For purposes of this Section XIII.F, "**employee**" means an individual who is engaged in the performance of this Agreement as a direct employee, consultant or volunteer of the Subrecipient or any of its respective subrecipients.

5. The Subrecipient must include in all subawards and contracts a provision prohibiting the conduct described in Section XIII.F.1 by the subrecipient, contractor or any of their employees, or any agents. The Subrecipient must also include a provision authorizing the Subrecipient to terminate the agreement as described in Section XIII.F.2.

G. Safeguarding

1. CRS' Safeguarding Policy is available at <https://bit.ly/crs-safeguarding-policy>. The Subrecipient must adopt, and comply with, the same or an equivalent safeguarding policy. In addition to complying with any Donor required reporting, the Subrecipient must immediately report to CRS via <http://bit.ly/crshotline> or the CRS signatory of this Agreement any credible (A) allegations involving (i) trafficking of persons, (ii) abuse or (iii) exploitation that relate to programming or staff funded by CRS and (B) allegations that are not directly related to programming or staff funded by CRS, but could be reasonably expected to impact the relationship between the Subrecipient and CRS or the reputation of the Subrecipient or CRS. Following the reporting of an alleged safeguarding violation, the Subrecipient will fully cooperate with CRS to undertake any investigative or corrective actions CRS deems appropriate. Failure to comply with this provision may result in termination of this Agreement without penalty to CRS.

2. Because the activities to be funded under this Agreement may involve children, or personnel engaged in the implementation of this Agreement may come into contact with children, these activities could raise the risk of child abuse, exploitation or neglect within USAID-funded programs. The Subrecipient agrees to abide by the terms of Mandatory Standard Provision M27 "*Child Safeguarding (June 2015)*".

H. Certifications

1. By executing this Agreement, the Subrecipient makes the certifications contained in **Attachment 8**.

I. Other

1. In the course of implementing its obligations under this Agreement, the Subrecipient shall not employ, engage in transactions with or provide support or resources to any individual or organization that is or is 50% or more owned by one or more individuals or organizations that are: (i) on the Specially Designated Nationals and Blocked Persons List (the "*SDN List*") maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("*OFAC*"), (ii) located, organized or resident in a country or territory that is the subject of OFAC comprehensive economic sanctions, including, without limitation, Cuba, Iran, North Korea, Syria and the Crimea, or (iii) otherwise subject to comprehensive sanctions administered by OFAC, the United Nations, HM Treasury, the European Union or any other relevant sanctions authority, unless doing so would be otherwise permitted by a specific or general license provided by OFAC and other relevant authorities. In addition, in the course of implementing its obligations under this Agreement, the Subrecipient agrees to comply with any applicable export and reexport control laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce.

2. The Funds shall not be expended to (i) carry on propaganda or to otherwise attempt to influence legislation of any government; (ii) participate in or intervene in (including the publishing or distribution of statements concerning) any political campaign on behalf of or in opposition to any candidate for public office; or (iii) for any illegal or unallowable activities.

3. The Subrecipient shall comply with the whistleblower protections provided by applicable law as well as the requirements set forth in Mandatory Standard Provision M24 "*Pilot Program for Enhancement of Grantee Employee Whistleblower Protections (September 2014)*".

4. The Subrecipient shall, upon CRS' request, execute and deliver to CRS all representations, certificates and other documents and take all such other actions that may be (i) required by the Donor; (ii) required by U.S. or other applicable laws and regulations or (iii) reasonably necessary to consummate the Program.

5. The Subrecipient agrees to comply with the requirements of 2 CFR 200.216 (*Prohibition on certain telecommunication and video surveillance services or equipment*) and 2 CFR 200.215 (*Never contract with the enemy*). USAID has been granted a temporary waiver under Section 889(d)(2) that will allow the Subrecipient to use award funds through September 30, 2022, to procure certain telecommunications and video surveillance services or equipment as specified in 2 CFR 200.216. Based on this waiver, all costs incurred for covered telecommunications and video surveillance services or equipment will be allowable through September 30, 2022, without regard to the cost principle at 2 CFR 200.471. Procurements made on or after October 1, 2022, will be unallowable in accordance with 2 CFR 200.471.

6. The Subrecipient must comply with the requirements of 22 CFR 216 (*Environmental Procedures*) and the conditions related to the initial environmental examination for the Award provided by CRS to the Subrecipient. In addition, the Subrecipient must comply with Host Country environmental regulations unless otherwise directed in writing by USAID (through CRS). In case of conflict between Host Country and USAID regulations, the most stringent shall govern.

J. Remedies for noncompliance

1. If the Subrecipient fails to comply with the U.S. Constitution, Federal statutes, regulations, the Standard Provisions or the terms and conditions of this Agreement, CRS reserves the right to impose additional conditions, as described in 2 CFR 200.208 (*Specific conditions*). If CRS determines in its sole discretion that noncompliance cannot be remedied by imposing additional conditions, CRS reserves the right to take one or more of the following actions, as appropriate in the circumstances:

- a. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by CRS.
- b. Disallow (that is, deny both use of the Funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- c. Wholly or partly suspend or terminate this Agreement.
- d. Recommend the initiation of suspension or debarment proceedings by the Donor as authorized under 2 CFR 180 (*OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)*) and the Donor's regulations.
- e. Withhold further Agreements for the Program.
- f. Take other remedies that may be legally available.

2. The initiation of suspension under this Agreement shall not preclude subsequent termination in accordance with the terms and conditions of this Agreement.

XIV. ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS

A. Representations and Warranties

1. The Subrecipient represents and warrants to CRS, and shall ensure that each of its subrecipients and contractors represents and warrants, the following:

- a. The Subrecipient is a legal entity validly existing under the laws of the jurisdiction in which it was formed.
- b. This Agreement has been duly authorized, executed and delivered by the Subrecipient and constitutes a valid and legally binding obligation of the Subrecipient, enforceable against the Subrecipient in accordance with its terms.
- c. The Subrecipient has all the necessary power, authority and legal capacity to (i) own and operate its assets; (ii) conduct Program activities; (iii) perform its obligations hereunder and operate in the country or countries in which the Program is to be substantially performed and (iv) execute and deliver this Agreement.
- d. The Subrecipient's activities are operated in compliance with applicable law.

- e. No consent, approval, authorization or order of, or filing or registration with, any person (including any governmental agency or body or any court) is required to be obtained or made by the Subrecipient for the performance of Program activities contemplated by this Agreement, except such as have already been obtained or made.
- f. There are no claims, investigations or proceedings in progress or pending or threatened against the Subrecipient which, if determined adversely, would have a material adverse effect on the capacity of the Subrecipient to implement the Program.
- g. The Subrecipient represents and warrants that (i) neither it, nor its director(s) or officer(s) is designated on any list of restricted parties under relevant sanctions constraints applicable to this Agreement, including without limitation the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons, Sectoral Sanctions Identifications List or Foreign Sanctions Evaders List; Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions; the Consolidated List of Parties Subject to UK Asset-Freezing Sanctions, the Consolidated List of Persons Subject to Sanctions Under Article 5 of European Council Regulation No. 833/2014, or the Consolidated List of Persons Subject to UK-Russia Investment Sanctions, and relevant sanctions lists maintained by the United Nations Security Council (collectively, a "**Restricted Party**"), and (ii) it is not owned 50% or more, individually or collectively, or controlled by any Restricted Party.
- h. The Subrecipient has no immunity (i) from jurisdiction of any court of any jurisdiction in which it owns or leases property or assets or (ii) from jurisdiction of any court of the United States or the country or countries in which the Program is to be substantially performed or any political subdivision thereof or (iii) from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property and assets or this Agreement or actions to enforce judgments in respect thereof.

B. Covenants

- 1. The Subrecipient covenants and agrees with CRS, and shall ensure that each of its subrecipients and contractors covenants and agrees, the following:
 - a. The person signing this Agreement or any documents related to this Agreement (including any amendments to this Agreement) will have, at the time of such signing, the authority to sign such documents.
 - b. The Subrecipient shall immediately provide written notice to CRS of any claims, investigations or proceedings which, if determined adversely, could reasonably be expected to result in a material adverse effect on the ability of the Subrecipient or any of its subrecipients or contractors to implement the Program or perform any of the other obligations under this Agreement.
 - c. The Subrecipient shall do all the things necessary to preserve, renew and keep in full force and effect its legal existence and the rights,

licenses and permits which may be required to implement Program activities.

- d. The Subrecipient shall comply with applicable law when implementing Program activities.
- e. The Subrecipient agrees to notify CRS promptly in the event that the representation in Section XIV.A.1.g is no longer fully accurate.

C. Other

1. The representations and warranties of the Subrecipient made pursuant to this Agreement are given:
 - a. as of the Effective Date;
 - b. as of the date upon which this Agreement is signed; and
 - c. as of each date upon which a request for a transfer of Funds is received by CRS from the Subrecipient.

XV. SUBSTANTIAL INVOLVEMENT

A. The Subrecipient understands and agrees that each of CRS and the Donor reserves the right to be substantially involved during the performance of this Agreement by the Subrecipient. Among other areas, CRS reserves the right to the following involvement in the Subrecipient's implementation of the Program:

1. Prior review and approval of the Subrecipient's annual implementation plans and associated budgets;
2. Prior review and approval of key personnel specified in the Award. All changes thereto must be submitted for written approval by CRS;
3. Prior review and approval of specified key Intellectual Property created or developed by the Subrecipient under this Agreement;
4. Prior review and approval of the Subrecipient's performance monitoring and evaluation plans and monitoring progress toward the achievement of the Program objectives during the Term; and

This right of substantial involvement, regardless of whether exercised, does not relieve the Subrecipient of its obligations under this Agreement, including the Subrecipient's responsibility for the successful completion of the Program in accordance with this Agreement.

B. Any approvals by CRS required under this Agreement will be issued in writing and a copy of any such approvals shall be retained by the Subrecipient in accordance with the terms and conditions of this Agreement.

XVI. INDEPENDENT CONTRACTOR STATUS

A. The Subrecipient agrees to perform its obligations hereunder solely as an independent contractor. The Parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, joint venture, franchise or relationship of employer and employee between the Parties. The Parties expressly disclaim any agency, partnership, joint venture, franchise or relationship of employer and employee between them,

agree that they are acting solely as autonomous entities hereunder and agree that the Parties have no fiduciary duty to one another or any other special or implied duties that are not expressly stated herein. The Subrecipient is not authorized to enter into or commit CRS to any agreements of any kind and the Subrecipient shall not represent itself as the agent or legal representative of CRS.

B. The Subrecipient shall be solely responsible for (i) its employees and agents for all aspects of the employment relationship, including, but not limited to, paying salaries, benefits, social contributions and taxes and taking any required disciplinary action, (ii) injuries to its employees and agents and (iii) any injuries to others caused by such employees and agents. The Subrecipient and its employees and agents shall not claim to be employees of CRS and shall not claim any rights granted to CRS employees.

XVII. LIABILITY, INSURANCE AND INDEMNIFICATION

A. The Subrecipient shall be solely liable for the misuse, loss or theft of, or any damage to, any Funds, resources purchased with the Funds, Program Income or Property in its possession or in the possession of any of its agents, contractors or subrecipients, and shall have no recourse to CRS or the Donor for any such misuse, loss, theft or damage. The Subrecipient agrees to reimburse CRS for any such misuse, loss, theft or damage. The Subrecipient shall immediately notify CRS of any such misuse, loss, theft or damage and include a plan for reimbursing CRS, which shall be subject to CRS' written approval.

B. Neither CRS nor the Donor assumes any liability for any third party claims for damages arising (i) from this Agreement or (ii) out of the acts of the Subrecipient or any of its agents, contractors or subrecipients.

C. Commencing with the Subrecipient's performance hereunder, and for the duration of the Term, the Subrecipient shall maintain in force standard insurance policies, including but not limited to risk property insurance, comprehensive general liability insurance, employee injury/accident insurance and automobile insurance, all (i) as required by applicable law, (ii) at coverage levels that are no less than the minimum required by applicable law and (iii) at inadequate levels reasonably calculated to cover its obligations, liabilities and indemnifications hereunder. Such policies shall be held with financially sound and reputable insurance companies authorized to do business in the place where the Program is to be performed. The Subrecipient shall ensure that all insurance policies required under this Agreement shall name CRS as an additional insured party, include a waiver of subrogation of the Subrecipient's rights against CRS to the insurance carrier and provide that CRS shall receive thirty (30) calendar days written notice from the insurers prior to any cancellation, termination or modification of coverage. Upon CRS' request, the Subrecipient shall provide certificates of insurance that show that the above coverages have been procured, any exclusions under the policies and that CRS has been named an additional insured. Such policies shall not be cancelled, terminated or modified without thirty (30) calendar days advance written notice to CRS. The Subrecipient's obligations and potential liabilities are expressly agreed and understood not to be limited by any insurance maintained or required to be maintained by the Subrecipient.

D. The Subrecipient assumes all liability for all loss, damage, cost and expense arising out of or in any way connected with the operation or performance of, or the failure to perform, any duty, obligation or activity on the part of the Subrecipient, its contractor(s),

subrecipient(s), agent(s), director(s) or employee(s) in connection with this Agreement. The Subrecipient further agrees to defend, indemnify and hold harmless each of CRS and the Donor, and its respective officers, agents, contractors, directors and employees, from all loss, claims, liabilities, suits, actions, proceedings, damages, cost, expense (including charges, disbursements and fees of counsel) and obligations of any kind that may be incurred by CRS or the Donor or asserted against CRS or the Donor, by or on behalf of any person on account of, or resulting from, arising out of or in any way connected with the operation or performance of, or failure to perform, any duty, obligation, or activity on the part of the Subrecipient, its contractor(s), subrecipient(s), agent(s), director(s) or employee(s) in connection with this Agreement.

XVIII. FORCE MAJEURE

A. Neither Party shall be liable in damages for any failure to perform its obligations hereunder if such delay or default is caused by conditions beyond its control, including acts of God (including flood, earthquake, hurricane or other natural disasters), terrorist activities, civil war, embargo, strike or similar events beyond the reasonable control of the Party whose performance is affected in relation to this Agreement ("**Force Majeure**").

B. The Party whose performance is prevented by Force Majeure shall, as soon as reasonably practicable, inform the other Party of the impediment and the effects thereof. As of the date of such notice, this Agreement shall be suspended. The Party whose performance is prevented by Force Majeure shall exercise its best efforts to remedy the events of the Force Majeure and shall give written notice to the other Party indicating the date of reinstatement of performance under this Agreement. If the suspension continues uninterrupted for sixty (60) calendar days, CRS may immediately terminate all or a portion of this Agreement upon prior written notice to the Subrecipient.

C. At all times, the Parties shall make all reasonable efforts to safeguard all Funds and resources purchased with the Funds and ensure that all Funds and resources purchased with the Funds are used solely for authorized purposes.

XIX. AMENDMENT

A. No amendment, change, waiver or modification of any provision of this Agreement shall be effective unless in writing and signed by duly authorized representatives of the Parties. Such written amendment, change, waiver or modification shall be strictly limited to its terms, and shall not be deemed to waive, qualify, limit or modify any other provision of this Agreement. Notwithstanding the foregoing, the Subrecipient agrees to comply with any unilateral amendment to this Agreement made by CRS, when such amendment is made (1) to reflect requirements imposed on CRS by (a) applicable law or (b) the Donor or (2) pursuant to Section V of this Agreement.

XX. DISPUTE RESOLUTION

A. The Parties shall seek amicably to settle all disputes arising out of or in connection with this Agreement by negotiation. If, within thirty (30) calendar days after written notice by either Party of the existence of a dispute, the Parties do not resolve such dispute, then the dispute shall be referred to the Parties' senior management for further negotiation. If the dispute has not been settled within forty-five (45) calendar days thereafter, such dispute shall be finally settled under the International Arbitration Rules of the International Centre for Dispute Resolution (ICDR) of the American Arbitration Association (AAA), in accordance with the

International Bar Association's Rules of Evidence, by one or more arbitrators appointed in accordance with the said International Arbitration Rules and the provisions of this section. The Parties agree that if the amount of the dispute is less than \$1,000,000 or its local currency equivalent, then only one arbitrator shall preside over the proceedings. The language of the arbitration shall be English. The place of the arbitration shall be in Baltimore, Maryland, United States. The arbitrator(s) are authorized to award to the prevailing Party, if any, as determined by the arbitrator(s) its costs and expenses, including attorneys' fees, disbursements and charges.

B. The arbitrator(s) shall have the discretion to hear and determine at any stage of the arbitration any issue asserted by any Party to be dispositive of any claim or counterclaim, in whole or part, in accordance with such procedure as the arbitrator(s) may deem appropriate, and the arbitrator(s) may render an award on such issue.

C. The award shall be rendered within nine (9) months of the appointment of the arbitrator(s), unless the arbitrator(s) determine that the interest of justice requires that such limit be extended. The arbitration shall conclude and the dispute resolved by issuance of a written decision which may include, as appropriate, a monetary award, but not a penalty or punitive, consequential or exemplary damages, however described. An arbitral tribunal constituted under this Agreement may, unless consolidation would prejudice the rights of any party, consolidate an arbitration hereunder with an arbitration under related agreements if the arbitration proceedings raise common questions of law or fact. If two or more arbitral tribunals under these agreements issue consolidation orders, the order issued first shall prevail.

D. Judgment upon any award(s) rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each Party hereby waives all objection which it may have at any time to the laying of venue of any proceedings brought in such courts, waives any claim that such proceedings have been brought in an inconvenient forum and further waives the right to object with respect to such proceedings that any such court does not have jurisdiction over such Party.

E. The Parties undertake to keep confidential all awards in their arbitration, together with all materials in the proceedings created for the purpose of the arbitration and all other documents produced by another Party in the proceedings not otherwise in the public domain, save and to the extent that disclosure may be required of a Party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a court or other judicial authority. Nothing in this Agreement shall prevent either Party from seeking provisional measures from any court of competent jurisdiction, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.

F. To the extent that the Subrecipient has or hereafter may acquire any immunity (sovereign or otherwise) from any legal action, suit or proceeding, from jurisdiction of any court or from set-off or any legal process (whether service or notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) with respect to itself or any of its property, the Subrecipient hereby irrevocably waives and agrees not to plead or claim such immunity in respect of its obligations under this Agreement.

XXI. TERMINATION

A. CRS may terminate this Agreement without penalty, in whole or in part:

1. If the Award, or the funding related thereto, is terminated in whole or in part for any reason;
 2. If changes occur in the operating environment that disrupt or result in an inability to continue the Program;
 3. If the Subrecipient fails to comply with any of the terms or conditions of this Agreement;
 4. If the Subrecipient is unable to carry out its obligations under this Agreement in a satisfactory or timely manner; or
 5. At CRS' convenience and without fault of the Subrecipient.
- B. The Subrecipient may terminate this Agreement without penalty, in whole or in part:
1. If CRS fails to pay the Subrecipient in accordance with the terms and conditions of this Agreement.

C. CRS shall provide a notice of termination to the Subrecipient. Termination under (A)(1) or (A)(2) of this section is effective immediately upon the termination of the Award, upon the termination of funding or upon the operating disruption as set forth in the respective notice of termination. The notice of termination issued pursuant to (A)(3) or (A)(4) of this section shall (i) describe the breach and (ii) state CRS's intention to terminate this Agreement. If the Subrecipient does not cure or substantially cure the breach or regain its ability to fulfill its obligations under this Agreement within thirty (30) calendar days after receipt of notice (the "**Cure Period**"), or within any longer period approved in advance by CRS, then this Agreement shall terminate ten (10) calendar days after the expiration of the Cure Period. Termination under (A)(5) of this section is effective upon thirty (30) calendar days written notice to the Subrecipient. If this Agreement is terminated for the Subrecipient's failure to comply with the Federal statutes, regulations, or terms and conditions of this Agreement, the Subrecipient is hereby notified that such termination decision may be considered in evaluating future applications received from the Subrecipient.

D. The Subrecipient may terminate this Agreement pursuant to (B)(1) of this section by giving notice to CRS. This notice shall (i) describe the failure and (ii) state the Subrecipient's intention to terminate this Agreement. If CRS does not cure or substantially cure the failure to pay the Subrecipient in accordance with the terms and conditions of this Agreement within the Cure Period, then this Agreement shall terminate ten (10) calendar days after the expiration of the Cure Period.

E. CRS and the Subrecipient may mutually agree to terminate all or part of this Agreement in a written document signed by both Parties. The Party proposing such a termination must provide written notice to the other Party and such notice shall include (i) the reasons for the termination request; (ii) the proposed termination conditions; (iii) the proposed effective date and (iv) in the case of a requested partial termination, identification of portions for termination.

F. In the event that this Agreement is terminated or partially terminated, the Subrecipient remains responsible for compliance with (i) the applicable requirements of 2 CFR 200, including, but not limited to, 22 CFR 200.344 (*Closeout*) and 2 CFR 200.345 (*Post-closeout adjustments and continuing responsibilities*), (ii) the terms and conditions of this Agreement and (iii) CRS' written instructions regarding Closeout procedures.

G. If this Agreement is terminated, within fifteen (15) calendar days of the effective date of such termination, the Subrecipient shall deliver all the documents and works completed or in process at the time of termination and all unused Funds, accompanied by a final liquidation report as set forth in Attachment 3 and a final Program Report as set forth in Section VI and shall in all cases take all reasonable measures necessary to avoid any loss or deterioration of any Property. Following the expiration or termination of this Agreement, regardless of the reason for termination, the Subrecipient shall diligently proceed to complete all the final requirements outlined herein or required by applicable law or regulation.

H. Costs incurred by the Subrecipient after the receipt of notice of suspension or termination are not allowable or reimbursable unless (i) CRS expressly authorizes them in the notice of suspension or termination or subsequently in writing, (ii) such costs comply with the Cost Principles and (iii) the costs are allowable under 2 CFR 300.343 (*Effects of suspension and termination*).

I. This Section XXI supplements any termination rights of CRS or the Subrecipient under 2 CFR 200.340 (*Termination*).

XXII. NOTICES

A. Except as otherwise specifically provided under this Agreement, all notices and other communications required or permitted hereunder to be given in writing shall be addressed as, and directed to, the person(s) set forth in **Attachment 9**. All notices and other communications shall be effective when delivered and will be considered delivered (i) when sent if personally delivered, by facsimile to the correct fax number or by email to the correct email address; (ii) upon receipt when dispatched by courier, return receipt requested; or (iii) five (5) calendar days after deposit with the postal service, postage prepaid, registered mail, return receipt requested, addressed to the correct address. Each Party shall have the right to change its contact person or address for notice hereunder.

XXIII. GOVERNING LAW

A. This Agreement shall be governed by, and construed under, the laws of the State of Maryland, United States (without reference to the conflicts of laws rules thereof).

XXIV. ASSIGNMENT, SUBAWARDS AND CONTRACTS

A. Unless described in **Attachment 1** and funded in the Budget, the Subrecipient shall not transfer, assign, subaward or contract out any or all of its interest in this Agreement without the prior written consent of CRS. Any transfer, assignment, subawarding or subcontracting made by the Subrecipient in violation of this Agreement shall be null and void.

B. At least thirty (30) calendar days prior to any proposed transfer, assignment, subaward or contracting, the Subrecipient shall specify in writing to CRS the scope of work to be performed by such other organization or individual and shall obtain the written approval of CRS to enter into the respective agreement. If such written approval is provided by CRS, the Subrecipient shall enter into a valid, binding and enforceable written agreement with its own subrecipients and contractors designed to facilitate compliance with the terms of this Agreement and applicable law prior to the transfer of any Funds to such subrecipients or contractors. In addition, any such written agreement must comply with all applicable laws and regulations, including, without limitation, applicable USG regulations and procedures. In particular, the

Subrecipient agrees to comply with the requirements of 2 CFR 200.332 (*Requirements for pass-through entities*). However, the Subrecipient remains responsible for the acts and omissions of its subrecipients and contractors as if they were the acts and omissions of the Subrecipient.

C. All terms and conditions of this Agreement shall be binding upon the Parties hereto, their personal representatives, successors and approved assigns.

XXV. SEVERABILITY

A. If any one or more provisions of this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired thereby.

XXVI. SURVIVAL

A. The rights and obligations pursuant to Section IV.C (Indirect Cost Rate), Section VI (Program Reports and Plans), Section X (Confidential Information), Section XI (Closeout), Section XII (Record Retention, Access, Inspections and Audits), Section XVII (Liability, Insurance and Indemnification), Section XX (Dispute Resolution), Section XXIII (Governing Law), the requirement to submit a final liquidation report contained in **Attachment 3** and any other provision of this Agreement that is by its nature intended to survive the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement. Furthermore, the respective representations, warranties and covenants of the Subrecipient set forth in or made pursuant to this Agreement, regardless of any investigation or statement as to the results thereof made by or on behalf of CRS, shall survive the expiration or termination of this Agreement.

XXVII. COUNTERPARTS

A. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. The Parties are entitled to rely on a counterpart executed and delivered electronically or by facsimile to the same extent as a counterpart with an original signature.

XXVIII. ENTIRETY OF AGREEMENT

A. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not included herein shall be of any force or effect.

XXIX. WAIVER

A. The failure by CRS to invoke or enforce any provision of this Agreement shall in no way be considered a waiver of such provision or in any way affect the validity of this Agreement.

XXX. HEADINGS

A. Any headings in this Agreement are for convenience of reference only and are not to be taken into consideration in the interpretation hereof.

XXXI. LANGUAGE

A. This Agreement has been made in the English language and only this English language version of this Agreement is binding. Any translation of this Agreement into another language, regardless of the source of such translation, is solely for convenience of the Parties.

In the event of any discrepancy between this Agreement and any such convenience translation, this English language version shall control.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties intending to be legally bound hereby have caused this Agreement to be properly executed by their duly authorized representatives as of the Effective Date.

CATHOLIC RELIEF SERVICES -

**UNITED STATES CONFERENCE OF
CATHOLIC BISHOPS**

By: Jason Knapp

Name: Jason Knapp

Title: Acting Country Representative



**AL MAJD FOR COMMUNITY
DEVELOPMENT SOCIETY**

By: Chassan Akshiekh

Name: Chassan Akshiekh

Title: Chairman



Attachments

- Attachment 1 – The Project and The Program
- Attachment 2 – The Budget
- Attachment 3 – Forecasting, Funding Frequency, Reporting
- Attachment 4 – Payment Instructions
- Attachment 5 – Marking and Branding Plan
- Attachment 6 – Identified Regulations
- Attachment 7 – FFATA Executive Compensation Disclosure Certification
- Attachment 8 – Certifications
- Attachment 9 – Notice Information
- Attachment 10 – USAID Mandatory clauses

Attachment 1
The Project and The Program

PART I: PROJECT DESCRIPTION

Funded by the United States Agency for International Development (USAID) Mission to the West Bank and Gaza, Catholic Relief Services (CRS) in partnership with Family Health International (FHI 360) is launching a new project: the Civic Participation and Community Engagement (CPCE) Project. The project is designed to support Palestinian Civil Society Organizations (CSOs) in the West Bank and East Jerusalem to enhance their institutional and governance capacities, thus further enabling them to actively and effectively advocate for and serve their communities.

PART II: PROGRAM DESCRIPTION

معلومات مختصرة عن المشروع	
المجد للتنمية المجتمعية	اسم المنظمة القانوني:
صوت الشباب	عنوان المشروع المقترح:
القطاع الاجتماعي والثقافي، التدخلات التوعوية، التمكين، المشاركة المجتمعية	قطاع/ مجالات التدخل
المجموعات الشبابية التطوعية وطلبة الجامعات من اعمار 18 - 29	المجموعات المستهدفة
غسان الشيخ	ممثل المنظمة/ المخول بالتوقيع
العنوان: جنين رقم الهاتف: 0599750098 عنوان البريد الإلكتروني: ghassanalshiekh@gmail.com	معلومات الاتصال
من: 1 تموز 2022 إلى: 30 كانون أول 2022	المدة الاجمالية للمشروع
مدينة جنين وتشمل الجامعات العربية الأمريكية وجامعة القدس المفتوحة	المناطق المستهدفة (المحافظة/ قرية/مخيم)
25000\$	إجمالي الموازنة التقديرية

الملخص التنفيذي

سيبنى المشروع شعار التكاملية في العمل مع كافة المؤسسات الشريكة وسيعمل على بناء شراكات حقيقية ومشاركة حقيقية في كافة مراحل تنفيذ المشروع وسيعزز مبادئ الشفافية والمسائلة والحوار وسيعمل على تحقيق اقصى فائدة من الموجودات

سواء كانت متوفرة من المشروع او الشركاء المحليين وسيتم اطلاق الجميع على مراحل التنفيذ اول بأول من خلال كافة الوسائل المتاحة والاعلام الاجتماعي.

تحليل وبيان المشكلة

من خلال الدراسات والابحاث التي قامت بها مجموعة من المؤسسات العاملة في فلسطين لوحظ أن هناك تراجع حاد في مشاركة الشباب في الانشطة الاجتماعية والثقافية ، ويعزف الكثير منهم عن الإنتساب للمؤسسات العامة العاملة في تجمعهم ومناطقهم، وعلى سبيل المثال يلاحظ تدني مشاركة الشباب والنساء في الانتخابات المحلية الأخيرة وكذلك غياب تمثيلهم في المؤسسات القاعدية التي تخدم الفئات المهمشة مثل النوادي رياضية والمنتديات الثقافية والإتحادات والنقابات العمالية وعليه تكون المشكلة الأساسية هي عزوف وتدني وتراجع مشاركة الشباب وحضورهم الفاعل في الحياة العامة بشكل عام وفي البرامج والانشطة المجتمعية بشكل خاص والشعور بالاغتراب مما انعكس على غيابه في مختلف المواقع الحيوية مما يؤثر على عدم القدرة على تلبية إحتياجاتهم الحقيقية ووضعها أمام صانعي القرارات والسياسات وأن تكون قضايا وأولويات الاهتمام بالشباب ودعمهم من ضمن الإهتمامات الرئيسة لصناع القرار ، لذلك تتمركز أطراف هذه المشكلة بالحالة العامة وطريقة صياغة السياسات والقرارات والقوانين التي لا تأخذ بعين الاعتبار الشباب واحتياجاتهم وقضاياهم وكيفية توزيع الفرص والمناصب من قبل الحكومة وصناع القرار إضافة الى الشباب أنفسهم وخصوصا الفئة العمرية ما بين 18-29 عام لأنهم غير قادرين على تنظيم أنفسهم والتعبير عن احتياجاتهم وغياب مشاركتهم الفاعلة في مختلف المواقع ، وايضا الأهالي هم طرف اخر بسبب عدم مقدرتهم على الاستجابة لاحتياجاتهم الحياتية والثقافية التي تجعلهم عناصر فاعلة ومؤثرة إيجابيا في مجتمعهم وبالتالي تأثر المجتمع ككل بشكل عام وطبيعة عمل المؤسسات وأدائهم المتطور بسبب غياب الطاقات الشبابية والخبرات الابداعية، كل مانكر من هذه المشكلة وهذا يعود إلى طبيعة النظام الاجتماعي والثقافة المجتمعية المتمثلة بأن الكبار فقط هم من يتخذون القرار وهم من لهم الحق والاولوية في الترشيح للمناصب العليا والسيطرة عليها لسنوات طويلة، ويترافق مع ذلك الوضع الاقتصادي السيء للكثير من العائلات والتي لا تسمح ظروفها بمشاركة أبنائها في اي أنشطة مجتمعية أو برامج ومهارات حياتية وأعمال تطوعية مما خلق جيل من الشباب لا يثق في المؤسسات ولا بالمجتمع وهذا انعكس قدرته على المبادرة والابتكار والتعبير عن ذاته وطموحه والسعي باتجاه اكتساب مهارات ومعارف جديدة، وهذا يحصل كثيرا في السنوات الأخيرة يعود إلى فقدان الأمل بالتغيير المنشود سواء من خلال هذه المؤسسات الغير حكومية أو المؤسسات الرسمية .

لقد تم التعرف على هذه المشكلة من خلال مراجعة مجموعة من الدراسات والاحصائيات التي قام بها جهاز الإحصاء المركزي وخصوصا المتعلقة بمشاركة الشباب في الحياة الاقتصادية ونسب البطالة بين صفوف الخريجين الجامعيين وخاصة الإناث، حيث تبين أن نسبة البطالة مرتفعة جدا حسب إحصائية مركز المعلومات الوطني الفلسطيني لعام 2020

بلغت بين الإناث 40.1% وبين الذكور 22.5% وحسب معطيات المركز الفلسطيني للأحصاء عام 2020 سجلت محافظتي بيت لحم وجنين أعلى معدل بطالة حيث تراوحت ما بين 20-25% في كل منهما وقسم كبير من هؤلاء الشباب لا يعملون ضمن تخصصاتهم الدراسية، حيث يستوعب سوق العمل في إسرائيل أعداد كبيرة من خريجي الجامعات الشباب من محافظة جنين ، إضافة الى ذلك من خلال أنشطة ومناقشات مع مجموعات عمل شبابية قامت بها جمعية المجد للتنمية المجتمعية خلال السنوات الماضية تركزت حول أهم القضايا والتحديات التي تواجه مشاركة الشباب في الحياة العامة وتعزيز روح العمل التعاوني والتطوعي ، وقد إعتدنا في تعريفنا لهذه المشكلة على ما سبق جميعه من خلال العمل الميداني المتواصل مع الشباب .

إن الفئات الأكثر تأثراً من هذه المشكلة هم الإناث والأشخاص ذوي الإعاقة من الفئة العمرية 18-29 عام والشباب بشكل عام في محافظة جنين وخصوصاً تجمعات ذات كثافة سكانية كبلة عربية حيث تتعدم مشاركة الشباب وتمثيلهم في المؤسسات المجتمعية وإرتفاع نسب البطالة في صفوف الإناث بشكل لافت وتقصي ظاهرة العنف المجتمعي وإرتفاع نسب الطلاق ، كما أن مقدرة الهيئات المحلية من بلديات ومجالس قروية على تقديم الخدمات المتخصصة لهذه الفئات تكاد تكون معدومة ، ومن خلال دراسة قام بها مركز العالم العربي للأبحاث والتنمية شملت 6 محافظات من ضمنها قرى عربية عجة ، وتبين من الدراسة أن هذه البلديات لا تقدم أي نوع من الخدمات المخصصة لفئة الشباب أو النساء ولا الأشخاص ذوي الإعاقة رغم الحاجة الماسة لهذه الخدمات وزيادة الطلب عليها .

على الرغم من تدخلات الحكومة بمختلف وزاراتها ومؤسسات المجتمع المدني للحد من اثار هذه المشكلة حيث شملت هذه التدخلات قيام صندوق التشغيل الفلسطيني لدورات مهنية وقيام وزارة العمل بإعطاء برامج تدريب وظيفي مدفوعة الأجر وأيضاً دور نقابة المهندسين في تنفيذ برامج تدريبية مدفوعة الأجر للمهندسين في البلديات وياقي المؤسسات، إلى أنها ما زالت متفشية بشكل واضح ، وعليه لا بد من استحداث برامج وأنشطة تساعد الشباب على الانخراط في العمل المجتمعي بشقية التطوعي والمدفوع الأجر وقيام الهيئات المحلية بفتح أبوابها أمام الشباب من الجنسين للإستفادة والإفادة وخصوصاً ضمن القطاعات التي تغطيها كإعلام والعلاقات العامة والهندسة والعلوم المالية والمشتريات.

وصف المشروع

الهدف العام من المشروع رفع صوت الشباب وتعزيز مشاركتهم المجتمعية الفاعلة والحقيقية في مناطق تواجدهم في محافظة جنين من خلال نموذج التعلم بالمشاركة.

الأهداف الرئيسية:

- 1- رفع وعي الشباب تجاه أهمية المشاركة المجتمعية لإيصال صوتهم لجميع مكونات المجتمع وفي مقدمتهم صناعات القرار.
- 2- بناء وتمكين قدرات الشباب في ثقافة التعلم بالمشاركة والقيادة المجتمعية وإدارة المبادرات.
- 3- استعادة ثقافة العمل التطوعي كجزء لا يتجزأ من تعزيز الانتماء والمواطنة لدى الشباب ليصبحوا قوة مؤثرة حقيقية في مجتمعهم ولديهم القدرة على التغيير المطلوب.

تتمثل نتائج المشروع بما يلي:

- أن يصبح لدى الشباب القدرة على المشاركة والمبادرة من أجل التعبير عن أنفسهم وقدرتهم على التأثير.
- المساهمة في فتح قنوات اتصال دائمة ومفتوحة ما بين الشباب وصانعي القرار وجسر الهوة ما بينهم في محافظة جنين،
- تعزيز مبادئ المسائلة المجتمعية لدى الشباب والقدرة لديهم على أن يخترطوا في جلسات الاستماع والمسائلة،
- تفعيل دور المجالس المحلية الشبابية في مجالات صنع القرار وتحسين جودة الخدمات المقدمة والمتابعة والتقييم.
- تفعيل آليات الحوار وخصوصاً الحوار السياساتي مع صانعي القرار لضمان المشاركة السياسية الفاعلة للشباب والمساهمة في التغيير الإيجابي لمصلحة المواطن والمجتمع وتعزيز الثقة والتشاركية بين الشباب والمجتمع وصانعي القرار ووضعي السياسات.
- رفع الوعي لدى الشباب والمجتمع بأهمية دور الشباب كقادة المستقبل وصانعي التغيير، بالإضافة الى رفع الوعي بحقوق الشباب المدنية والاجتماعية والسياسية.

- من أجل تحقيق النتائج سالفة الذكر سيقوم المشروع وفريق المشروع بالبدء بتنفيذ الأنشطة والمتمثلة بما يلي :
- لقاء مركزي عن إطلاق المشروع: سيتم العمل على إطلاق المشروع من خلال مشاركة الشركاء الأساسيين في الجامعتين المستهدفتين بحيث يتم الحديث عن المشروع وأهدافه ومراحله وأنشطته.
 - الزيارات واللقاءات الميدانية: حيث سيتم عمل زيارات ميدانية إشرافيه للاطلاع على فرق العمل التطوعية وخطط المبادرات التي بدأ بالعمل عليها وكيفية البدء بتنفيذ هذه المبادرات، تهدف هذه المبادرات الى علاج القضايا والمشاكل التي تعاني منها التجمعات السكانية المستهدفة والتي يعيش فيها هؤلاء الشباب ويتأثرون ويؤثرون بها، ويقوم الشباب بتحديد موعد اطلاق مبادراتهم وحملاتهم المجتمعية في مدينة جنين.
 - تنفيذ ورشتي عمل تثقيفية لمدة يوم واحد لكل جامعة: حول تعزيز مشاركة الشباب في الحياة العامة. حيث سيكون محتوى الورشة عن أهمية استعادة ثقافة العمل التطوعي وضرورة تفعيل المشاركة المجتمعية لدى الشباب لما لها من أثر في تحسين الخدمات المقدمة لهم ووضع أولويات واحتياجات الشباب أمام المسؤولين، تتضمن الورشة ترسيخ مفهوم وأهمية التعلم بالمشاركة لدى الشباب لأنها الوسيلة الوحيدة لرفع صوت الشباب وتلبية احتياجاتهم، تستهدف هذه الورشة 35 طالب من كل جامعة.
 - تدريب القيادة المجتمعية وإدارة المبادرات: سيتم اختيار مجموعة شبابية من خلال الزيارات الميدانية السابقة للجامعات واللقاءات التعريفية للمشاركة بتدريب مكثف لمدة يومين حول ادارة المبادرات ومهارات القيادة والضغط والمناصرة ومفاهيم وأدوات المسائلة المجتمعية، يستهدف التدريب 25 شاباً وشابة من كل جامعة.

- **إطلاق 3 مبادرات شبابية:** سيقوم الشباب بأطلاق مبادراتهم الشبابية بعد تحديد خطتهم وقضيتهم التي سيعملون عليها وسيستعينون بمختلف وسائل الاعلام لكي تساعدهم في ترويج مبادراتهم وتحقيق الأثر المطلوب وعمل نماذج وقصص نجاح يتم تعميمها اعلاميا لتشكل حافزا لهم على مواصلة العمل نحو الوصول الى أهداف مبادراتهم التي تمثل منطقتهم والواقع الذي يعيشون فيه، وسوف يتم استخدام مختلف المنصات الاعلامية وعلى سبيل المثال لا الحصر من ضمن القضايا التي سيعمل عليها الشباب جلسات الاستماع للبلدية والضغط والمناصرة تجاه تحسين واقع الخدمات ، اضافة الى قضايا أخرى يتم تحديدها من خلال التعلم بالمشاركة باللقاءات مع صناعات القرار والعمل الميداني .
 - **تنفيذ 3 حملات مساءلة:** تقوم المجموعة الشبابية التي تلقت التدريبات السابقة ونفذت مبادرات مجتمعية تعالج قضايا مجتمعية تمثل أولويات للشباب ومجتمعهم بتنظيم ثلاث حملات إعلامية وضغط ومناصرة نحو تعزيز مشاركة الشباب في صناعة القرار ومساءلة صناعات القرار .
 - **إنتاج عرض توثيقي ختامي للمشروع:** حيث سيتم تحضير فيديو توثيقي حول مراحل تنفيذ المشروع وأنشطته ومخرجاته من أجل عرضة في نهاية المشروع ومشاركته عبر وسائل التواصل الإجتماعي.
- من المهم نذكره بأن طريقة تصميم المشروع وإختيار أنشطته أخذت بعين الاعتبار عدم تكرار تفصيلي شكلا ومضمونا لأنشطة أخرى حصلت في السابق إضافة الى اهتمامات وطريقة تفكير الفئات المستهدفة والتداعيات الثقافية والمجتمعية التي حصلت بعد دخول جائحة كورونا التي أثرت على طريقة تعاطي المجتمع وفئاته المختلفة مع التحديات الثقافية والاجتماعية والاقتصادية التي تضاعفت بعد الجائحة ، وعلى سبيل المثال لا الحصر عدم إسقاط الأنشطة والافكار على الفئات المستهدفة وترك لهم حرية إختيار المواضيع التي سيتم العمل عليها في مبادراتهم الخاصة داخل مناطقهم، كما أن لهم حرية الحركة وفتح قنوات التواصل المجتمعية من أجل التعبير عن توجهاتهم وتطلعاتهم من خلال مجموعات العمل وايضا مجموعات الدعم المجتمعية في مناطقهم التي ستشكل حاضنة مجتمعية محفزة ومتابعة لهم ،كما تسعى تركيبة المشروع الى عكس مضمون عنوانه الحقيقي من خلال مختلف مراحل التنفيذ ، فصوت الشباب يكاد يختفي بسبب عدة عوامل، أهمها إعتقادهم أنه حتى لو تحدث الشباب عن همومهم وتطلعاتهم لن يجدوا جهة أو قناة توصل صوتهم بشكل صادق وحقيقي وبكل تجرد وتفتح أمامهم فرصة اللقاء المباشر مع المؤثرين وصناعات القرار ليتم بلورة شكل الحل الذي ينشدونه وبشكل مباشر بدون تحييد أو تهميش أو مراوغة أو أي حواجز ، كما ان المشروع راعى في تكوينه التنوع في الأنشطة والفعاليات وحتى طبيعة المواضيع التدريبية والمفاهيم والقيم التي يحملها خاصة بعد غياب حقيقي للمشاريع الشبابية في محافظة جنين ، ليتم تعبئة الفراغ بشكل ممنهج ومفيد للسياق والواقع الذي يعيشوه الشباب في الوقت الحالي ، لذلك جاء المشروع استجابة

لمتطلبات الواقع الحقيقي المحيط بالشباب وأيضا يتيح لهم بالتزود بمجموعة واسعة من المعارف والمهارات تجعلهم

قادرين على الحضور القوي والتحدث حول ما يريدونه بكل تمكن وقوة .

تم تسمية المشروع بصوت الشباب لأن المشروع يريد التركيز في كل مراحله على رفع وإبراز صوت الشباب ، بعد مرحلة طويلة من الركود والتهميش الذي وقع على العمل الشبابي في المحافظة ، ويستند المشروع على نهج التعلم بالمشاركة ليؤكد على أهمية تفعيل صورة المجتمع المتفاعل والمنسج مع ذاته وأدواره ويبرز العقل الجماعي بعد غيابه وسيطرة التوجهات الفردية والمصالح الفردية على العمل التطوعي لصالح خدمة المجتمع وشبابه، لذلك يحاول المشروع في مختلف المراحل على الحد من الفردية والانعزالية التي يعاني منها الشباب وأن يقوم بنقلهم من مرحلة العمل الفردي الى العمل والتفكير الجماعي .

إن هدف اعتماد منهجية التعلم بالمشاركة في المشروع هو فتح الافاق أمام الشراكات التي تتيح بناء قاعدة العمل المشترك وتبادل التجارب والاستفادة من تجارب أخرى في هذا السياق وقبل ذلك إجراء تحليل جماعي للسياق المجتمعي الذاتي وسيذهب هذا التحليل بعمق أكثر نحو تحليل الذات الانسانية والسلوك الفردي والمجتمعي من أجل تحديد أكثر دقة للواقع والتحديات الذاتية والمجتمعية وصياغة شكل واقعي وصحيح للأنشطة التي تم ذكرها أعلاه .

كما انه كلما زاد حجم التجارب والأفكار التشاركية كلما تم بناء استعدادية وفاعلية أكثر لتطبيق أنشطة المشروع على أرض الواقع بالشكل المطلوب والأكثر نجاعة .

راعى المشروع في تصميم الفكرة وتحديد المشكلة وخطة العمل الترابط والتسلسل في الأنشطة وأيضا أن يكون المشروع عبارة عن رحلة تعليمية مجتمعية تساهم في إعادة الدمج الاجتماعي للشباب مع مختلف الفئات وإلغاء معظم الفجوات التي تعترض طريق تقدمهم وتفاعلهم ومشاركتهم المجتمعية ، حيث أن التميز والابتكار سيكون له هامش واضح لدى الشباب من خلال أنشطة المشروع حيث لديهم المجال للإقتراحات والمبادرات والحديث عن تطلعاتهم وكيفية ترجمتها لبرامج عمل يتم تنفيذها على أرض الواقع ، وأن الشباب لوعيمهم الكبير سوف يكون لهم القدرة على التنفيذ التشاركي الغير تقليدي للأنشطة بسبب إدراكهم الجيد لعدم فائدة تنفيذ الأنشطة بطريقة تقليدية بعيدة عن الشغف والالتزام والسعي باتجاه التغيير ورفع الصوت ليكون الشباب حاضرون بفكرهم وقدراتهم وتميزهم وليس فقط بعددهم، لذلك سيكون الشباب على رأس وفي مقدمة تنفيذ أنشطة جميع مراحل المشروع، كما أن المشروع في تصميمه يحرص على ممارسة العمل الميداني بشكل ممنهج وقوي وان لا تكون الأنشطة روتينية فقط داخل القاعات المغلقة ، ليصنعوا فضاء عمل شبابي واضح يراعى فيه إحداث الأثر الحقيقي في تنفيذ الأنشطة وأيضا يتيح لهم تطبيق ما يؤمنون به من قيم العمل والمشاركة والشراكة مع مختلف فئات المجتمع وكل مكوناته الثقافية والاقتصادية والمجتمعية وفي مقدمتهم صناع القرار .

يسعى المشروع بتركيبته الحالية الى طرح تجربة جديدة في العمل على مفاهيم الضغط والمناصرة ، حيث لفترة طويلة من الوقت وخاصة السنوات الاخيرة كان هناك غياب للعمل الشبابي وتنفيذ مبادرات على أرض الواقع نظرا للاجراءات الميدانية

بسبب انتشار فيروس كورونا مما شكل حالة من الركود وعدم الاهتمام بالعمل الميداني وإعادة روابط العمل الاجتماعي وبرامج بناء القدرات وفتح المجال لا يصال صوت الشباب لكل المؤسسات والمواقع وصناع القرار بأن الشباب في محافظة جنين عاشوا التهميش لفترة طويلة بدون خدمات وفرص تغطي احتياجاتهم ومستوياتهم التعليمية والاجتماعية مما يجعل هذا المشروع الجسر الذي يعبر من خلاله الشباب الى ممارسة التغيير وتحقيق أبهى صور المشاركة المجتمعية التي تفرض حالة جديدة من التجدد في الوضع المجتمعي الصلب لتحويله الى مهتم وملتفت بشكل متقدم الى واقع الشباب وقدراتهم وامكانياتهم الهامة والتي يجب أخذها على محمل الجد والمسؤولية.

النشاط	المؤشرات	المخرجات
اطلاق المشروع	عدد الحضور والمشاركين عدد المؤسسات والهيئات المحلية المشاركة	تقرير صحفي، تقرير فني وتوصيات
تنفيذ الأنشطة (اللقاءات التعريفية)	الالتزام بالحضور والتفاعل أثناء النشاطات	تقديم الاقتراحات والتوقعات من قبل المشاركين حول المشروع ورغبتهم واستعدادهم للمشاركة التامة .
ورشات التدريب	إهتمام المشاركين بالمواضيع المطروحة وطريقة تعاطيهم معها	تقديم توصيات وافكار جديدة من قبل الشباب، إختيار قضايا للعمل عليها والتي تتواءم مع طموحاتهم وتوقعاتهم . القدرة على حل النزاعات وتحديد شجرة المشاكل وشجرة الحلول، تشكيل فرق قيادية ميدانية تقود مبادرات ناجحة ومؤثرة .
المبادرات الشبابية	الشغف بتنفيذ مبادرة وإختيار قضايا حيوية وهامة في مناطقهم لتنفيذ مبادراتهم حولها	صياغة مبادرات نوعية ومرتبطة تمام باحتياج المناطق التي يعيشوا فيها الشباب .
زيارات ميدانية	استقبال المجموعة لفريق عمل المشروع والتزامهم وتحضيرهم الجيد للمرحلة التي وصلوا اليها في مبادراتهم .	انجاز 40 زيارة ميدانية للمواقع التي تم تنفيذ الأنشطة فيها وكتابة تقارير تقييمية .

المجموعات والمناطق المستهدفة

سيتم تنفيذ أنشطة المشروع في في مدينة جنين يشمل الجامعات الفلسطينية مع الاستفادة من تواجد الطلبة في الجامعات وخصوصا الجامعة العربية الامريكية وجامعة القدس المفتوحة، وتم اختيار هذه المواقع حسب الية معينة اعتمدت على أماكن تجمع الشباب وتوفر الاحتكاك والتفاعل بينهم وهذا يتمثل بالجامعات الفلسطينية ونسبة الأشخاص ذوي الإعاقة وسيتم استهداف فئة الشباب من الجنسين والأشخاص ذوي الإعاقة في تنفيذ الأنشطة الخاصة بالمشروع حيث تعاني هذه الفئات من التهميش والحرمان وقلة الوصول للخدمات الاجتماعية فعلى سبيل المثال بلدية جنين تفتقر للمراكز والمؤسسات التي تعنى بالشباب، والنادي الرياضي في البلدة غير مفعّل إضافة الى تراجع الخدمات النوعية ومستوى الضعف في الاداء الفاعل، وأيضا العنف المحلي والعنف المبني

على النوع الاجتماعي، كما تعاني فئة الأشخاص ذوي الإعاقة من التهميش في مختلف المواقع حيث تفتقر معظم المؤسسات العامة للموائمة وخصوصا المدارس والابنية القديمة والحدائق العامة .

سيتم تنفيذ سلسلة من الأنشطة تشمل اللقاء مع المسؤولين وصناع القرار ولعمل على دمج هذه الفئات بالمجتمع من خلال إعطاء المزيد من الفرص التعليمية والتدريبية والترفيهية وسيتم عمل حملات توعوية حول حق هذه الفئات بالاستفادة من الخدمات المقدمة وضرورة تذليل العقبات التي تحد من وصولهم لهذه الخدمات سواء كانت مادية او مجتمعية , سيعمل المشروع على خلق بيئة حاضنة لهذه الفئات ضمن المؤسسات العاملة في التجمع مثل بلدية جنين والمؤسسات القاعدية الأخرى التي تقدم خدماتها هناك وكذلك سيتم تنفيذ سلسلة من التدريبات التي ستساعد هذه المجموعات على الوصول لسوق العمل والمشاركة الفاعلة بالمؤسسات.

المساواة في النوع الاجتماعي، والشمول الاجتماعي، وعدم الإضرار

سيضمن تنفيذ المشروع مبدأ الشمولية والدمج المجتمعي، ليس من منطلق المبادئ الشكلية والسطحية وإنما استنادا لاستراتيجية عمل الجمعية والمشروع على حد سواء التي تتبنى و تعتمد الدمج المجتمعي الشمولي وتحقيق قيم المساواة لضمان استفادة الجنسين بشكل متساو بالفرص والاهتمامات، ومختلف أشكال أنشطة المشروع، وهذا إحدى مقومات نجاح كل مراحل وأنشطة المشروع، ويأتي هذا الدمج الحيوي للنوع الاجتماعي في المشروع من أجل أن يعكس فهم جيد للمجتمع للسياق المحلي، ونقاط الضعف الحالية ، والقدرات المتوفرة في النوع الاجتماعي وتوضيح ضمان ارتباط ذلك بنجاح أنشطة المشروع بمشاركة الذكور والإناث في ذات البيئات الاجتماعية والثقافية والفكرية.

كما سيساعد هذا الدمج للنوع الاجتماعي على فهم السبب في كيف يمكن أن تلعب المجموعات الجنسانية أدوارًا مختلفة في إدارة الموارد المجتمعية وتحديد الاحتياجات وكيف يمكن أن تكون عرضة للتغييرات والتأثيرات في استخدام تلك الموارد بطرق مختلفة ، وكيف يمكن أن يساهم هذا الدمج على المدى المتوسط والبعيد بالتغيير المنشود والمرتبط بأهداف المشروع وأهداف الجمعية بشكل استراتيجي، كما ستساهم عملية الشمول للفئات المجتمعية المهمشة والبعيدة عن الاهتمام والمحرومة من الفرص المختلفة بضمان توزيع سلطة صنع القرار بالتساوي بين الفئات الاجتماعية المختلفة والاسهام في تحويل الحواجز الطويلة الأمد الراسخة الى فرص متجددة ومتاحة أمامهم وأمام تنمية مجتمعاتهم بفعل الدورالفاعل لهم، وهذا سيساهم أيضا في تذليل العقبات التي كانت قائمة أمامهم في المشاركة والتعبير عن أنفسهم بتفعيل الحق في التعبير وإيصال صوتهم الى مختلف مستويات صنع القرار وايضا الى الفضاء المجتمعي الواسع حولهم .

هناك أدلة متزايدة على أن دمج النوع الاجتماعي في مشاريع العمل المجتمعي يمكن أن يزيد من فوائد الحفاظ لجميع الناس والطبيعة. من المهم البحث عن الفرص ، ليس فقط لتمكين الفئات الضعيفة ، ولكن لتوفير مساحة لتبادل المعرفة والتصورات والخبرات ، وتجنب تقادم التفاوتات القائمة. كما أنه سيتم أخذ الحساسية للنوع الاجتماعي بعين الاعتبار وتم تصميم كافة الأنشطة والتدريبات بما يضمن مشاركة حقيقية للإناث في التجمعات السكانية المستهدفة، إضافة الى ذلك ومن أجل شمولية الخدمة المقدمة للمجموعات المنكشفة والمهمشة سيتم تشكيل مجموعات دعم للمشروع تضم في عضويتها ممثلين عن النساء والشباب والأشخاص ذوي الإعاقة لضمان مشاركتهم في أنشطة المشروع من بدايتها، وحسب الاحصائيات المتوفرة لدى قسم شؤون الطلبة في الجامعات الفلسطينية في محافظة جنين فإن النسبة الأعلى من العاطلين عن العمل هم من الإناث وعليه ستكون فرصهم

بالحصول على التدريبات والاستفادة من أنشطة المشروع أكثر من غيرها ولا سيما وأن الجمعية لديها قاعدة بيانات ومنصة تتضمن معلومات عن هؤلاء الخريجات وقسم منهن شارك في أنشطة تطوعية وتدريبية قدمت من خلال الجمعية والمؤسسات الشريكة .

لضمان عدم الإضرار والحد من المخاطر المترتبة على تنفيذ أنشطة المشروع، سيعتمد المشروع منهجية العمل التشاركي من خلال تشكيل مجموعات الدعم والعمل جنباً إلى جنب مع الهيئة المحلية المنتخبة وبمشاركة فاعلة من أصحاب العلاقة ومؤسساتهم، وإدارة أشخاص مؤثرين داخل المجتمع لديهم المعرفة والإمام بكل خصوصيات التجمع وثقافته وعاداته وتقاليده. وسيقوم المشروع أيضاً بعمل مصفوفة تحليل المخاطر تتضمن كافة المراحل من تشكيل لجان الدعم وحتى تقييم المشروع وإغلاقه، سيتم التركيز فيها على المخاطر المحتملة وطرق التدخل لمعالجتها وتجنبها وعمل تدخلات سريعة ومستجيبة لأي حاله يظهر فيها إضرار بأي من المستفيدين أو عدم تمكنهم من المشاركة في الأنشطة لظروف معينة .

تعد تدابير الحماية الاجتماعية ركيزة أساسية لمشروع صوت الشباب، حيث أن هذه التدابير لديها القدرة على تعزيز صمود الفئات المهمشة والبعيدة عن الاهتمام ، ومع ذلك فإنها غير كافية لمعالجة الأمور المتعلقة بالقيود المجتمعية التي تحول دون خروج هذه الفئات من دائرة التهميش والعزوف عن المشاركة والحضور في مختلف الفعاليات المجتمعية ، وتبقى أمور أخرى كتنقص التعليم والتدريب وعدم كفاية الفرص أو عدم وجود أصول، أو عدم القدرة على الوصول الى الخدمات أمور سيتوجب العمل عليها مع شركاء محليين لضمان الحد من اثارها السلبية على هذه الفئات.

المتابعة والتقييم

تعتبر الجمعية نظام المتابعة والتقييم جزءاً لا يتجزأ من الثقافة الجديدة للإدارة المبنية على النتائج وهي ممارسة ناشئة في مجالات التنمية المجتمعية والتي تهدف الى الممارسة بشكل اساسي، تهدف هذه الممارسة الى تحسين فاعلية إنجاز افضل النتائج الممكنة على أرض الواقع وبكلمات أخرى تحقيق تحسن مستدام في حياة الفئات المهمشة، سيتم تصميم خطة المتابعة والتقييم للمشروع بناء على نهج الادارة المبنية على النتائج على مستوى المشروع وتأتي من ضمن مايلي :

- ستعتمد منهجية المتابعة والتقييم على مشاركة كافة الأطراف المرتبطة بالمشروع من لحظة البدء في العمل وهو المسح الأولي للتجمعات وطبيعة الفئات المستهدفة وتحديد الاحتياج المبنية على النهج التشاركي.
- استخدام أدوات عمل تخطيط وضع الميزانية توريد ومتابعة تقود إدارة المشروع وصناع القرار نحو نتائج خلال حياة المشروع .
- بناء علاقات قوية بين الأداء الفني والمالي وبين المخرجات والنتائج وبين مكونات المشروع المنفذة وبين فريق العمل وأصحاب الشأن في المشروع وتوجههم جميعاً نحو النتائج (جميع الأشياء مرتبطة ببعضها البعض) .
- بناء رؤية مشتركة حول أي نتائج متوقعة من المشروع وتعلم كيف نقيس هذه النتائج ونميزها ونقيم التقدم نحوها من أجل إجراء التعديلات اللازمة في الوقت المناسب.

- تبني نهج من الأسفل الى الأعلى بوجود مستوى عالي لإدارة الإصغاء واتخاذ القرارات دعماً لاحتياجات الفئات المهمشة حيث يجب أن تكون صلة وفعالية النتائج على أرض الواقع وعلى مستوى التجمع.
- لا يتوفر لدى الجمعية نظام متكامل للمتابعة والتقييم ونحن في صدد تصميمه من أجل يهدف التقييم الخاص بالمشروع وقياس الأثر والتأكد من متابعة وتقييم التقدم المنظم حول مؤشرات إنجاز المشروع والتدخل لإجراء أي تعديل في الوقت المناسب، وتوفير معرفة لكافة المستويات حول دعم السياسات والاستراتيجيات الخاصة بالعمل مع الفئات المنكشفة والمهمشة، وصياغة توصيات حول الآليات وسبل التدخل لمواجهة أي مستجدات طارئة في المشروع، لضمان أن جميع الشركاء مسؤولين أمام واجباتهم والتزاماتهم.
- اللية جمع البيانات :** سيتضمن نظام المتابعة والتقييم على تدريب فريق المشروع وأعضاء لجان الدعم على جمع البيانات سواء كانت كمية أو نوعية مثل المسوحات المقابلات ،مجموعات النقاش البؤرية ، المقابلات المعمقة ، كتابة التقارير، وسيتم العمل على ربط هذه البيانات بنظام الكتروني ميسر مع مخرجات وأهداف المشروع .
- سيتم مشاركة كافة التوصيات والدروس المستفادة ونتائج المسوحات مع صناع القرار وإطلاعهم على مراحل تقدم المشروع أول بأول كما وسيقوم المشروع بعمل باستخدام التكنولوجيا سهلة الوصول مثل تطبيقات جوجل ومنصات التواصل الاجتماعي لتعميم أي نتائج وتوصيات وقصص النجاح ليضمن وصول هذه المعلومات لأكبر شريحة ممكنة ، كما سيتم تغطية أخبار المشروع أولاً بأول من خلال وسائل الإعلام المختلفة .
- ستتولى مجموعة الدعم مسؤولية الإفصاح عن المشروع ضمن الوسائل والآليات المتاحة في كل تجمع وستعتمد بشكل أساسي على وسائل التواصل الاجتماعي ولوحات الاعلانات الخاصة بالهيئات المحلية والمؤسسات العامة .
- ومن الممكن إستخدام لوحات إعلانات خاصة بالمشروع في كل تجمع يتم وضع أخبار المشروع عليها أولاً بأول .
- تجارب وقصص نجاح :** لقد نفذت الجمعية قبل عامين حملة شبابية كانت من الحملات القوية والمؤثرة من حيث الحضور والتضامن والمشاركة والتفاعل من الشباب والمجتمع المحلي وكان سبب نجاح هذه الحملة هو من البداية : حيث تم تصميم ورشة تقدير وتحديد احتياج تشاركية بين الشباب البلدية صناع القرار المواطنين من مختلف الأحياء وتم طرح شجرة المشاكل والقضايا ومن ثم تم التصويت على أكثر القضايا والمشاكل أولوية وقام الشباب بالبده بتصميم خطة عمل لمبادرة حملت شعار شو القصة ؟ تضمنت لقاءات ميدانية مع المواطنين والشباب ولقاءات مفتوحة مع البلدية وصناع القرار وتم عمل حملة اعلامية تناولت من حقنا أن تصلنا خدمة المياه بسهولة ويسر ، وانتهت بعمل شبكة مياة للأحياء التي كانت تنقصها هذه الخدمة وشراء مولد كهربائي ومضخة بحجم أكبر وحتى بمساهمة الناس أنفسهم وهذا ما كان يطلق عليها العملية التشاركية في تحديد المشكلة والاحتياج وأيضا تحديد الحل وتنفيذه بشكل تشاركي مشترك .

Attachment 2 The Budget

Organization Name		ACC	# of Units	Unit Cost	Unit of Measure	Frequency	%	Total	Budget Notes
A Personnel									
A.1	Project Coordinator	661021	1	1,000.00	Month	6	75%	4,500.00	برنام تعيين منسق للمشروع بدوام كامل لمدة 6 شهور براتب شهري 2,000 دولار. يشمل كل الإصلاط ونسبة 75%
A.2	Admin Assistance	661021	1	700.00	Month	6	40%	1,680.00	برنام تسيير مساعداً إدارياً ومالية للمشروع بدوام لمدة 6 شهور براتب شهري 700 دولار. يشمل كل الإصلاط ونسبة 40%
Sub Total Personnel								5,180.00	
B Travel and Transportation									
B.1	Transportation for the project team	661091	1	200.00	Roundtrip	6	100%	1,200.00	تكاليف المواصلات للرحلات الميدانية مبالغ 200 دولار لكل شهر وتغطي 5 رحلات شهرياً للمجموعات الشبابية وملائم المشروع
Sub Total Travel and Transportation								1,200.00	
C Supplies									
C.1	Office furniture & fixtures/Desks, Chairs, Tel, IT networking etc.)	661161	1	300.00	Item	1	100%	300.00	برنام شراء مكتب مع كرسي وسعر السوق للمكتب مع الكرسي حوالي 300 دولار
C.2	Laptop	661161	1	800.00	Item	1	100%	800.00	برنام شراء كمبيوتر محمول بسعر تقريبي للواحد 800 دولار
Sub Total Supplies								1,100.00	
D Contractual									
D.1	Graphics, Social Media campaigns, Design and Printings	661141	1	250.00	Participant / Month	6	1.00	1,500.00	برنام تصميم مواد ترويجية وعمل مانا وبصيفات وإعلانات مموالة بعمل تصميم جرافيكى لوجه الاعلان بما يعادل 250 دولار للشهر وذلك تكاليف إنتاج فيديو عدد 2 تصميم جرافيكى إعلانات مموالة عبر الفيسبوك لبياعة وشبكات
D.2	Communications	661051	2	55.00	person/Month	6	1.00	660.00	تدفق هذه تكاليف الاتصالات والاميرت لكل من العالم بمبلغ 55 دولار شهرياً
D.3	Training fees	661141	1	165.00	Day	4	1.00	660.00	تدفق هذا البند اجراء المدربين المدربين القيادة المجتمعية إضافة الى اذارة ونسب بخدمات العمل الثقافية والبرقاء على متابعة الميدان الشبابية وتوجيههم.
Sub Total Contractual and Sub awards								2,620.00	
E Other Direct Costs									
Other Programming Costs									
E.1	Launching Meeting	661161	1	500.00	Meeting	1	100%	500.00	الهدف عمل لقاء مركزي عن إطلاق المشروع للتعلميات المستفادة وذلك تعريف بالمشروع والهدف، وتعمل الضيافة واجرة القاعة والتبرطانية اللازمة
E.2	Workshop	661161	2	600.00	Workshop	1	100%	1,200.00	الهدف عقد ورشة عمل لمدة يوم واحد لكل جامعة حول تعزيز المساواة المجتمعية للشباب واحمية العمل التطوعي في المجتمع وتكثيف الضيافة والتبرطانية لعدد حوالي 35 مشارك لكل ورشة
E.3	Leadership training	661161	2	800.00	Day	2	100%	3,200.00	تكاليف تدريب القيادة المجتمعية لمدة يومي وتعمل تكاليف التبرطانية والضيافة وبياعة الشهادات، لعدد حوالي 25 متدرباً لكل تدريب في كل جامعة.
E.4	Youth Initiatives	661161	3	1,500.00	Initiatives	1	100%	4,500.00	مساند تنفيذ 3 مبادرات شبابية بتكلفة 1500 دولار لكل مبادرة للتعلمية
E.5	Accountability Sessions	661161	1	500.00	campaign	3	100%	1,500.00	مساند تنفيذ الضيافة والمواساة والتوجهيات
E.6	Project Documentary Film	661161	1	1,000.00	Film	1	100%	1,000.00	مساند إنتاج وصياغة وصناعة فيلم وثائقي حول مشروعنا في الشباب في بياعة التبرطانية وبياعة الفيلم.
Sub Total Programming Costs								11,900.00	
F Operating Expenses									
F.1	Facilities Expenses	661061	1	300.00	SQM/Month	6	100%	1,800.00	تدفق اجرة الغاز والمياه والكهرباء والاميرت ومواد التنظيف والتبرطانية وهي معدل 300 دولار شهرياً
Sub Total Operating Expenses								1,800.00	
Subtotal Other Direct Costs								13,700.00	
GRAND TOTAL								25,000.00	

Attachment 3
Forecasting, Funding Frequency, Reporting

1. Forecasts

A. The Subrecipient shall submit a cash forecast for each quarter of the Term. In each quarterly forecast submission, the Subrecipient shall show its cash needs for each month of the forecasted quarter separately. The first quarter's cash forecast for the Subrecipient shall be due by the tenth (10th) calendar day after the day on which the Subrecipient signs this Agreement.

The Subrecipient must submit each cash forecast by the fifteenth (15th) calendar day of the first month of the new quarter.

2. Funding Frequency

A. Subject to the terms and conditions of this Agreement, CRS agrees to make periodic cash advances to the Subrecipient on a

Inadequate: Monthly Basis

B. Advances shall total (i) the immediate cash requirements of the Subrecipient for the respective funding period (ii) as adjusted for the Closing Cash Balance. "**Closing Cash Balance**" means the difference between (i) the amount forecasted for the previous reporting period and (ii) the allowable expenses incurred by the Subrecipient for the previous reporting period.

C. Advances shall be scheduled by CRS so that funds are available to the Subrecipient as close as is administratively feasible to actual disbursements for Program costs. Costs incurred or submitted by the Subrecipient after the Program End Date will not be entitled to reimbursement. The form to be utilized for submitting such cash advance requests and expense projections will be provided by CRS.

D. CRS reserves the right to withhold an entire advance when the Subrecipient fails to submit a timely liquidation report in accordance with Section 3 below.

E. The Subrecipient shall deposit and maintain any advances made by CRS in a separate account (the "**Account**") with a bank that is fully compliant with all applicable banking laws and regulations, including internationally recognized capital adequacy requirements. The Subrecipient shall hold such advances in cash in the Account so that they may be withdrawn in full at any time upon demand. The Account shall, to the extent practicable, bear interest at a reasonable commercial rate for the market in which the Account is maintained. The Subrecipient shall enclose copies of the relevant bank statements and bank reconciliations with each liquidation report submitted to CRS.

3. Liquidation Reports

A. Liquidation reports contain certain information required from a Subrecipient to account for its expenses. The Subrecipient shall submit liquidation reports to CRS as set forth in this Agreement.

B. The frequency with which the Subrecipient shall be required to submit liquidation reports to CRS shall be

Inadequate: Monthly Basis

The deadline for submission of interim liquidation reports is the fifteenth (15th) calendar day of the month following the end of the reported quarter.

The deadline for the submission of the final liquidation report is fifteen (15) calendar days after the Program End Date.

C. Unless advised otherwise by CRS in writing, the Subrecipient shall enclose documentation to support each expense contained in each liquidation report submitted to CRS.

D. All expenses must be reported using CRS' general ledger account numbers in the currency in which CRS provided the funding.

E. Each liquidation report submitted by the Subrecipient shall, at a minimum, contain the following information:

- the Subrecipient's name, address, and phone number;
- report period;
- CRS' project title and project number (if applicable);
- date the report is being submitted; and
- names and titles of staff that prepared and approved the liquidation report, along with their signatures.

and all of the following expense information by line item and in total for the Program:

- actual expenses for the report period;
- budgeted expenses for the report period;
- actual expenses for the fiscal year-to-date;
- budgeted expenses for the fiscal year-to-date;
- actual expenses from the inception of the Program; and
- budgeted expenses from the inception of the Program.

and the following data:

- previous advance balance for this Program according to the Subrecipient's records;
- advances received from CRS during the report period;
- cash returned to CRS during the report period;
- current advance balance for this Program according to the Subrecipient's records; and
- such other information as CRS may reasonably request.

4. Lower-Tier Subrecipient Monitoring

A. The Subrecipient shall have effective systems to evaluate and monitor its subrecipients, including subsidiaries and affiliates in which the Subrecipient has an ownership stake or imposes some level of board, managerial or operational control, to ensure that they have adequate internal controls and comply with the recordkeeping and documentation requirements of CRS and the Donor. The Subrecipient shall conduct an initial capacity assessment for each such subrecipient.

B. The Subrecipient shall ensure that its subrecipients comply with the Donor's audit requirements. The Subrecipient also shall require its subrecipients to allow CRS and any

external auditors access to its financial records, financial statements and other information as deemed necessary to comply with the review or audit requirements of CRS or the Donor.

5. Internal Control Improvement Plan

A. CRS may become aware of a Substantial Improvement or Significant Improvement needed in the internal controls of the Subrecipient as CRS conducts assessments of the Subrecipient or engages in ongoing monitoring activities of the Subrecipient during the Term. Furthermore, the Subrecipient shall notify CRS in a timely manner if the Subrecipient becomes aware of a need for any Substantial Improvement or Significant Improvement in its internal controls.

- (i) A "**Substantial Improvement**" in the Subrecipient's internal controls is needed if there is a major shortcoming or a combination of major shortcomings in internal controls such that there is a reasonable possibility that a material misstatement of the Subrecipient's financial statements will not be prevented, or detected and corrected, on a timely basis.
- (ii) A "**Significant Improvement**" in the Subrecipient's internal controls is needed if there is a shortcoming or combination of shortcomings in internal controls that is less severe than a situation in which a Substantial Improvement in the Subrecipient's internal controls is needed, yet important enough to merit attention by those charged with governance at the Subrecipient.

B. If CRS or the Subrecipient becomes aware of the need for a Substantial Improvement or Significant Improvement in the Subrecipient's internal controls, the Subrecipient hereby agrees to develop an Internal Control Improvement Plan ("**ICIP**") if requested in writing by CRS (the "**ICIP Notice**"). CRS shall provide the Subrecipient with an ICIP format in the ICIP Notice.

C. The Subrecipient shall prepare the ICIP within sixty (60) calendar days of the date that the Subrecipient receives the ICIP Notice.

D. The Subrecipient must address and resolve to the satisfaction of CRS all issues identified in the ICIP within the timeframe set forth in the ICIP Notice.

E. If the Subrecipient is unable or unwilling to develop, prepare and implement the ICIP in a timely or comprehensive manner, CRS reserves the right to take appropriate action, which may include a reduction in funding or suspension or termination of the Agreement.

Attachment 4
Payment Instructions
(To Be Completed by Payee or Subrecipient)

To ensure prompt and accurate payments, CRS needs complete and accurate payment instructions. If you have any questions while filling out this form, or if you have a special situation, please contact Global Treasury at Wires@crs.org or Accounts Payable at HQPOInvoices@crs.org for assistance. Please supply contact name and email if we have any questions when setting up your payment method.

Contact Name: Ghsassan Al Sheikh Email: ghassanalshiekh@gmail.com

- C) **Wire Payments to OVERSEA'S BANKS** (for **US Banks**, please use ACH method above): Required fields are mandatory; most European banks also require an IBAN (International Bank Account Number) to complete the payment.

<i>Bank Name:</i>	THE NATIONAL BANK
<i>Branch Address:</i>	Jenin
<i>Account Name:</i>	Al Majd for Community Development Society
<i>Account Number:</i>	10058915
<i>Swift or BIC Code:</i>	TNBCPS22

Attachment 5
Marking and Branding Plan

All programs, projects, activities, public communications, and commodities, partially or fully funded by USAID must be marked appropriately overseas with the USAID Identity. As a condition of receipt of this Grant, marking with the USAID Identity of a size and prominence equivalent to or greater than FHI 360's, other donor's or third parties is required.

The table below outlines the types of materials that may be produced under the Civic Participation and Community Engagement activities. Any materials that are not anticipated below, but are produced under the activity, will also be subject to branding and marking guidelines and USAID approval, as appropriate. Please note that marking is not required on items used as part of administration, such as stationary products, equipment, and office or office supplies. As such, letterhead, name tags, business cards, office space, equipment, and supplies are not subject to branding. Every program material that is marked with USAID Identity for Civic Participation and Community Engagement activities will follow design guidance for color, type, and layout in the Graphic Standard Manual as related to equipment, reports, studies, events, and public communication (including printed products, audio, visual, and electronic materials).

Project material or activity	Marking Type/Materials	Location	Period
Trainings, workshops and events	USAID Identity, FHI 360 and CRS logos	In training space	Duration of training
Project documents with which CSOs interact (e.g., call for Expressions of Interest, invitation to submit full grant applications, training	USAID Identity, FHI 360 and CRS logos	Upper margin of page	Project duration
Performance reports	USAID Identity, FHI 360 and CRS logos	Cover page	As produced throughout the project duration
Project promotional materials (e.g., success stories, testimonials, project results)	USA/D Identity, FHI 360 and CRS logos	Cover page	As produced throughout the project duration

**Attachment 6
Identified Regulations**

References to "grantee," "recipient" or similar terms shall be deemed to refer to the Subrecipient and all references to "Federal Subgranting agency," "Grant Officer," "Agreement Officer," "Agreement Officer Representative," "USAID," "the Government" or similar terms shall be deemed to refer to CRS. In replacing these references as set forth above, inconsistencies may develop between the terms and conditions of this Agreement and the Identified Regulations. In the event of any such inconsistencies, the terms and conditions of this Agreement shall control.

2 CFR 25 – UNIVERSAL IDENTIFIER AND SYSTEM OF AWARD MANAGEMENT

2 CFR 170 – REPORTING SUBAWARD AND EXECUTIVE COMPENSATION INFORMATION

2 CFR 180 – NONPROCUREMENT DEBARMENT AND SUSPENSION

**2 CFR 200 – UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND
AUDIT REQUIREMENTS FOR FEDERAL AWARDS**

**2 CFR 700 – UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND
AUDIT REQUIREMENTS FOR FEDERAL AWARDS**

**22 CFR 228 – RULES FOR PROCUREMENT OF COMMODITIES AND SERVICES
FINANCED BY USAID]**

22 CFR 216 – ENVIRONMENTAL PROCEDURES

**MANDATORY STANDARD PROVISIONS FOR U.S. NONGOVERNMENTAL
ORGANIZATIONS (AS SET FORTH IN THIS ATTACHMENT)**

**REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR U.S. NONGOVERNMENTAL
ORGANIZATIONS (AS SET FORTH IN THIS ATTACHMENT)**

**ADS 591 FINANCIAL AUDITS OF USAID CONTRACTORS, RECIPIENTS, AND HOST
GOVERNMENT ENTITIES**

2 CFR 200, Subpart E, Cost Principles

Attachment 6 (continued)
The Standard Provisions

The following tables list the titles of the Standard Provisions (version: file name 303maa_033121 dated 03/31/2021). The applicability of each Standard Provision to this Agreement is indicated next to its title. The full text of the Standard Provisions is available at the USAID website (<https://www.usaid.gov/ads/policy/300/303maa>) and a copy of the Standard Provisions is available from CRS upon request. The Subrecipient agrees to comply with the terms of the Standard Provisions that apply to this Agreement as set forth below.

All references to "grantee," "recipient" or similar terms shall be deemed to refer to the Subrecipient and all references to "Federal Subgranting agency," "Grant Officer," "Agreement Officer," "Agreement Officer Representative," "USAID," "the Government" or similar terms shall be deemed to refer to CRS. In replacing these references as set forth above, inconsistencies may develop between the terms and conditions of this Agreement and the Standard Provisions. In the event of any such inconsistencies, the terms and conditions of this Agreement shall control.

MANDATORY STANDARD PROVISIONS FOR U.S. NONGOVERNMENTAL ORGANIZATIONS		
Number	Title	Applicability
M1	APPLICABILITY OF 2 CFR 200 and 2 CFR 700 (NOVEMBER 2020)	Applicable
M2	INELIGIBLE COUNTRIES (MAY 1986)	Applicable
M3	NONDISCRIMINATION (JUNE 2012)	Applicable
M4	AMENDMENT OF AWARD (JUNE 2012)	Applicable
M5	NOTICES (JUNE 2012)	Applicable
M6	SUBAWARDS AND CONTRACTS (DECEMBER 2014)	Applicable
M7	OMB APPROVAL UNDER THE PAPERWORK REDUCTION ACT (DECEMBER 2014)	Applicable
M8	USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (MAY 2020)	Applicable
M9	DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (JUNE 2012)	Applicable
M10	DRUG-FREE WORKPLACE (JUNE 2012)	Applicable
M11	EQUAL PARTICIPATION BY FAITH-BASED ORGANIZATIONS (JUNE 2016)	Applicable
M12	PREVENTING TRANSACTIONS WITH, OR THE PROVISION OF RESOURCES OR SUPPORT TO, SANCTIONED GROUPS AND INDIVIDUALS (MAY 2020)	Applicable
M13	MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE (DECEMBER 2014)	Applicable
M14	REGULATIONS GOVERNING EMPLOYEES (JUNE 2018)	Applicable
M15	CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY (NOVEMBER 1985)	Applicable
M16	USE OF POUCH FACILITIES (AUGUST 1992)	Applicable

M17	TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (DECEMBER 2014)	Applicable
M18	OCEAN SHIPMENT OF GOODS (JUNE 2012)	Applicable
M19	VOLUNTARY POPULATION PLANNING ACTIVITIES – MANDATORY REQUIREMENTS (MAY 2006)	Applicable. With reference to Mandatory Standard Provision M19, "Voluntary Population Planning Activities – Mandatory Requirements", the Subrecipient agrees that the Program does not involve any aspect of Voluntary Population Planning Activities, including, but not limited to, "family planning assistance" and, as set forth in this Agreement, the Subrecipient agrees that the Funds shall be used exclusively for the purposes specified in the Program and Budget and shall not be used for any other purposes.
M20	TRAFFICKING IN PERSONS (APRIL 2016)	Applicable
M21	SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND PUBLICATIONS (JUNE 2012)	Applicable
M22	LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2013)	Applicable
M23	USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ASSISTANCE (JULY 2014)	Not applicable to the Subrecipient
M24	PILOT PROGRAM FOR ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS (SEPTEMBER 2014)	Applicable
M25	SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (OCTOBER 2014)	Applicable
M26	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (MAY 2017)	Applicable
M27	CHILD SAFEGUARDING (JUNE 2015)	Applicable
M28	MANDATORY DISCLOSURES (NOVEMBER 2020)	Applicable
M29	NONDISCRIMINATION AGAINST BENEFICIARIES (NOVEMBER 2016)	Applicable
M30	CONFLICT OF INTEREST (AUGUST 2018)	Applicable

REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR U.S. NONGOVERNMENTAL ORGANIZATIONS		
Number	Title	Applicability
RAA1	NEGOTIATED INDIRECT COST RATES – PREDETERMINED (NOVEMBER 2020)	Applicable <input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/>
RAA2	NEGOTIATED INDIRECT COST RATES – PROVISIONAL (Nonprofit) (NOVEMBER 2020)	Applicable <input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/>
RAA3	NEGOTIATED INDIRECT COST RATE – PROVISIONAL (Profit) (DECEMBER 2014)	Applicable <input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/>

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RAA4	INDIRECT COSTS – DE MINIMIS RATE (NOVEMBER 2020)	Applicable <input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/>
RAA5	EXCHANGE VISITORS AND PARTICIPANT TRAINING (JUNE 2012)	Applicable <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/>
RAA6	VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (JANUARY 2009)	Applicable <input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/>
RAA7	PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT (APRIL 1998)	Applicable <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/>
RAA8	CARE OF LABORATORY ANIMALS (MARCH 2004)	Applicable <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/>
RAA9	TITLE TO AND CARE OF PROPERTY (COOPERATING COUNTRY TITLE) (NOVEMBER 1985)	Applicable <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/>
RAA10	COST SHARING (MATCHING) (FEBRUARY 2012)	Applicable <input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/>
RAA11	PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (JUNE 1999)	Applicable <input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/>
RAA12	INVESTMENT PROMOTION (NOVEMBER 2003)	Applicable <input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/>
RAA13	REPORTING HOST GOVERNMENT TAXES (DECEMBER 2014)	Applicable <input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/>
RAA14	FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JUNE 2012)	Applicable <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/>
RAA15	CONSCIENCE CLAUSE IMPLEMENTATION (ASSISTANCE) (FEBRUARY 2012)	Applicable <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/>
RAA16	CONDOMS (ASSISTANCE) (SEPTEMBER 2014)	Applicable <input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> The Subrecipient agrees that this Standard Provision is not applicable because condoms are not part of the Project or Program funded under this Agreement.
RAA17	PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (ASSISTANCE) (SEPTEMBER 2014)	Applicable <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> If applicable, the Subrecipient shall not provide any post-exposure pharmaceutical prophylaxis or condoms in the implementation of the Program.
RAA18	USAID DISABILITY POLICY – ASSISTANCE (DECEMBER 2004)	Applicable <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/>
RAA19	STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID ASSISTANCE AWARDS INVOLVING CONSTRUCTION (SEPTEMBER 2004)	Applicable <input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/>
RAA20	STATEMENT FOR IMPLEMENTERS OF ANTI-TRAFFICKING ACTIVITIES ON LACK OF SUPPORT FOR PROSTITUTION (JUNE 2012)	Applicable <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/>
RAA21	ELIGIBILITY OF SUBRECIPIENTS OF ANTI-TRAFFICKING FUNDS (JUNE 2012)	Applicable <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/>

RAA22	PROHIBITION ON THE USE OF ANTI-TRAFFICKING FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF PROSTITUTION (JUNE 2012)	Applicable <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/>
RAA23	UNIVERSAL IDENTIFIER AND SYSTEM OF AWARD MANAGEMENT (NOVEMBER 2020)	Applicable <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/>
RAA24	REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (NOVEMBER 2020)	Applicable <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/>
RAA25	PATENT REPORTING PROCEDURES (NOVEMBER 2020)	Applicable <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/>
RAA26	ACCESS TO USAID FACILITIES AND USAID'S INFORMATION SYSTEMS (AUGUST 2013)	Applicable <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/>
RAA27	CONTRACT PROVISION FOR DBA INSURANCE UNDER RECIPIENT PROCUREMENTS (DECEMBER 2014)	Applicable <input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/>
RAA28	AWARD TERM AND CONDITION FOR RECIPIENT INTEGRITY AND PERFORMANCE MATTERS (APRIL 2016)	Applicable <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/>
RAA29	RESERVED	
RAA30	PROGRAM INCOME (AUGUST 2020)	Applicable <input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/>
RAA31	NEVER CONTRACT WITH THE ENEMY (NOVEMBER 2020)	Applicable <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/>

Attachment 7
FFATA Executive Compensation Disclosure Certification

The US Government Office of Management and Budget (OMB) requires prime awardees, pursuant to 2 CFR 170 and The Federal Funding Accountability and Transparency Act (FFATA), to report the names and total compensation of each of the subrecipient organization's five most highly compensated executives for the subrecipient's preceding fiscal year, unless specific exemptions apply. This reporting is accessible to the public.

The Subrecipient must complete Section 1, 2 or 3 below and sign in the space provided. Do not complete more than one section. Section 1 and 2 indicate any applicable exemptions.

1. We are not required to report executive total compensation because one of the statements below applies to our organization's preceding complete fiscal year. (Check in the appropriate boxes below to indicate which statements are accurate and enter preceding complete fiscal year.)

In FY22 we received less than 80% of our annual gross revenues from US government procurement contracts (and subcontracts) and US Government financial assistance (and subawards) subject to the Transparency Act as defined at 2 CFR 170.320.

In FY22 we received less than USD \$25,000,000 of our annual gross revenues from US government procurement contracts (and subcontracts) and US Government financial assistance (and subawards) subject to the Transparency Act as defined at 2 CFR 170.320.

2. We are not required to report executive total compensation under this subaward because the public has access to information about the compensation of executives for FY 22 through periodic reports filed under section 13(a) or 15(d) of the US Government Securities Exchange Act of 1934 or section 6104 of the US Government Internal Revenue Code of 1986.

ONLY COMPLETE SECTION 3 BELOW IF YOU DID NOT INITIAL ANYTHING IN 1 OR 2 ABOVE

3. We are required to report executive total compensation and have provided the total executive compensation in the table below for our organization's five mostly highly compensated executives for the preceding completed fiscal year, which is FY [22].

	Name	Position	Currency	Total Compensation*
1.				
2.				
3.				
4.				
5.				

* The definition of "total compensation" can be found in 2 CFR 170 Appendix A.

I certify that the information above is accurate for the subrecipient organization named below for which I am an authorized representative.

Printed Name: Ghassan Alshiekh

Title: Chairman

Signature: Ghassan

Date: 31.5.2022

Subrecipient Organization Name: Al Majd for Community Development Society



Attachment 8
Certifications

A. Certification Regarding Support to Terrorists

- (1) The Subrecipient represents, to the best of its knowledge, that:
Except as otherwise disclosed to CRS in writing prior to the Effective Date, the Subrecipient did not, within the previous three years, knowingly engage in transactions with, or provide material support or resources to, any individual or entity who was, at the time, subject to sanctions administered by the Office of Foreign Assets Control (OFAC) within the U.S. Department of Treasury pursuant to the Global Terrorism Sanctions Regulations (31 CFR Part 594), and the Foreign Terrorist Organizations Sanctions Regulations (31 CFR Part 597), or sanctions established by the United Nations Security Council, collectively, "U.S. or U.N. sanctions."
- (2) The representation in paragraph (1) does not apply to:
- (a) Transactions entered into or material support and resources provided pursuant to an OFAC license;
 - (b) The furnishing of USAID funds, or USAID-financed commodities or other assistance, to the ultimate beneficiaries of USAID-funded humanitarian or development assistance, such as the recipients of food, non-food items, medical care, micro-enterprise loans or shelter, unless the Subrecipient knew or had reason to believe that one or more of these beneficiaries was subject to U.S. or U.N. terrorism-related sanctions; or
 - (c) The procurement of goods and/or services by the Subrecipient acquired in the ordinary course of business through contract or purchase, such as utilities, rents, office supplies, or gasoline, unless the Subrecipient knew, or had reason to believe, that a vendor or supplier of such goods and services was subject to U.S. or U.N. sanctions.

This certification includes express terms and conditions of this Agreement, and any violation of it will be grounds for unilateral termination of this Agreement by CRS. This certification does not preclude any other remedy available to CRS.

- (3) For purpose of this certification:
- (a) "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.
 - (i) "Training" means instruction or teaching designed to impart a specific skill, as opposed to general knowledge.
 - (ii) "Expert advice or assistance" means advice or assistance derived from scientific, technical, or other specialized knowledge.
 - (b) "Entity" means a partnership, association, corporation, or other organization, group, or subgroup.

B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. By signing this Agreement, the Subrecipient certifies that neither it nor any of its affiliates or principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in United States Federal assistance programs or activities.

C. Certification Regarding Lobbying

1. The Subrecipient certifies, to the best of its knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal cooperative agreement, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Award, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all subawardees shall certify and disclose accordingly.
 - d. The Subrecipient acknowledges that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code.

2. The Subrecipient certifies, to the best of its knowledge and belief, that:
 - a. If any Funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a commitment providing for the United States to insure or guarantee a loan, the Subrecipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

Subrecipient Organization Name: Al Majd for Community Development Society

Name: Ahassan Alshidich

Title: Chairman

Signature: Ahassa

Date: May 31, 2022



Attachment 9
Notice Information

If to CRS:

Name: Michelle Ryan
Title: Country Representative, JWBG
Address: 14 Rosary Sisters Road
Tel: (970) 546703850
Email: michelle.ryan@crs.org

with a copy to (which shall not be considered notice under this Agreement):

Elias Kreitem, Head of operations, elias.kreitem@crs.org

The Subrecipient shall send a copy of any notice provided under Section XX by certified or registered airmail, postage prepaid, or internationally recognized air courier to:

General Counsel
Office of General Counsel
Catholic Relief Services – USCCB
228 West Lexington Street
Baltimore, MD 21201 U.S.A.

If to the Subrecipient:

Name: Ghassan Al Sheikh
Title: General Manager
Address: Haifa street -Jenin
Tel: +972-599750098
Email: ghassanalshiekh@gmail.com

with a copy to (which shall not be considered notice under this Agreement):

ATTACHMENT 10:

THE USAID MANDATORY CLAUSES ARE PART OF THE SUBRECIPIENT AGREEMENT SIGNED BETWEEN AL MAJD FOR COMMUNITY DEVELOPMENT SOCIETY AND CRS.

PROHIBITION AGAINST SUPPORT FOR TERRORISM

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

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

RESTRICTION ON FACILITY NAMES

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

PROHIBITION AGAINST CASH ASSISTANCE TO THE PALESTINIAN AUTHORITY

U.S. legislation provides that none of the funding under this Award may be "obligated or expended with respect to providing funds to the Palestinian Authority." In accordance with that prohibition, the Contractor/Recipient shall not provide any cash to the Palestinian Authority; to any ministry, agency or instrumentality of the Palestinian Authority; to any municipality or other local government units; or to any full-time or part-time employee or official of any of the foregoing entities. This restriction applies to payments of any kind, including salaries, stipends, fees, honoraria, per-diem and so forth. This restriction does not prohibit the provision of in-kind assistance, such as technical assistance, training, equipment, supplies, or the construction of public works to the extent it is not otherwise prohibited by U.S. law or the terms of this Contract. This provision shall be included in all contracts, sub-contracts, grants and subawards/subgrants or any other instruments or awards issued under this Agreement. CRS shall promptly provide to USAID's Agreement Officer a copy of the pages from each sub-award that contains this provision.

Subrecipient Organization Name: **Al Majd for Community Development Society**

Name: Alhassan Alshikh Title: Chairman

Signature: Alhassan Date: May 31, 2022

FORM OF SR AGR (USAID US CASH)
CRS 02.21

