Subject: Cooperative Agreement No. 72030618CA00009
Regarding: PROMOTE Scholarship Endowment Activity

Dear [Recipient's Name],

Pursuant to the authority contained in the U.S. Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development (USAID) (hereinafter referred to as “USAID” or “Grantor”) hereby awards to the Norman E. Borlaug Institute for International Agriculture & Development, hereinafter referred to as the "Recipient", the sum of $50,000,000 to provide endowment support for a program entitled “PROMOTE Scholarship Endowment” as described in the Schedule of this agreement and the Attachment B, “Program Description.”

This Cooperative Agreement is effective and obligation is made as of the start date of the agreement and will apply to commitments made by the Recipient in furtherance of program objectives during the period beginning with the effective date of September 10, 2018 and ending September 9, 2023. USAID will not be liable for reimbursing the Recipient for any costs in excess of the obligated amount.

This Cooperative Agreement is made to the Recipient on condition that the funds will be administered in accordance with the terms and conditions as set forth in 2 CFR 200 and 2 CFR 700, entitled “Uniform Administrative Requirements, Costs Principles, and Audit Requirement for Federal Awards”, Attachment A (Schedule), Attachment B (Program Description), Attachment C (Standard Provisions), Attachment D (Special Provisions for Afghanistan), Attachment E (Endowment Provisions) and Attachment F (Initial Environmental Examination), all of which have been agreed to by your organization and are incorporated into this award.

Please sign the acknowledgement in the following page, confirming acceptance of the Award, and return it electronically to myself at tmiller@usaid.gov with a copy to Agreement Officer Amy McQuade at amcquade@usaid.gov and to Agreement Specialist Mohammad Tariq Achakzai at tachakzai@usaid.gov.

Sincerely,

[Signature]

Tracy J. Miller
Supervisory Agreement Officer
ATTACHMENTS:

A. Schedule
B. Program Description
D. Special Provisions for Afghanistan
E. Endowment Provisions
F. Initial Environmental Examination (IEE)

ACKNOWLEDGED BY: Norman E. Borlaug Institute for International Agriculture & Development of the Texas A&M AgriLife Research of the Texas A&M University System

Signature: __________________________
Name: ____________________________
Title: ____________________________
Phone: ____________________________
Email: ____________________________
Date: ____________________________
ACCOUNTING AND APPROPRIATION DATA

A. GENERAL

1. Total Estimated Amount (TEA): $50,000,000
2. Total Obligated Amount: $50,000,000
3. Cost-sharing Amount: $0
4. Activity Title: PROMOTE Scholarship Endowment
5. USAID/Afghanistan Technical Office: Office of Gender

B. SPECIFIC

1. Requisition number: REQ-306-18-000091

<table>
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<th>Plan</th>
<th>Sub-committed</th>
<th>Available to Sub commit</th>
<th>Req. Sub-commit</th>
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<td>11,000,000</td>
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</tbody>
</table>

Total Requested Sub commitments / Sub obligations $50,000,000

C. PAYMENT OFFICE:

US Agency for International Development
M/FM/CMP-LOC Unit
Room 424, SA44
1300 Pennsylvania Avenue
Washington, DC 20523
Email: loc@usaid.gov
D. ADMINISTRATIVE OFFICE:

Amy McQuade
Agreement Officer (AO)
Office of Acquisition and Assistance
USAID/Afghanistan
amcquade@usaid.gov

Anna Katz
Agreement Officer Representative (AOR)
Office of Gender
USAID/Afghanistan
akatz@usaid.gov
ATTACHMENT A – THE SCHEDULE

A.1 PURPOSE OF AGREEMENT

The purpose of this Cooperative Agreement is to provide endowment support for the program described in Attachment B to this Cooperative Agreement entitled “PROMOTE Scholarship Endowment.” The income generated from the investment made through Endowment funds must be used by the Recipient to fund the scholarship program as stated in the program description in Attachment B.

The Recipient is responsible for ensuring the achievement of the program objectives and using its unique combination of staff, facilities, and experience has the primary responsibility for the efficient and effective administration of the award through the application of sound organization and management practices. The Recipient will assume responsibility for administering Federal funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of this award.

A.2 PERIOD OF AGREEMENT

The effective date of this Agreement is September 10, 2018, and the estimated completion date is September 9, 2023.

The PSE will be awarded for five years, with the possibility of an extension of up to five additional years. The extension of the PSE will be implemented as follows:

1) An assessment of the Partnering Afghan University will be facilitated in the beginning of the fourth year of the PSE implementation. USAID will decide if management of the PSE can be transferred to the Partnering Afghan University based on assessment results. If USAID makes a decision to transfer the PSE to the Partnering Afghan University, USAID in cooperation with the Recipient and the Partnering Afghan University will develop and implement a transition plan to ensure effective transfer of the PSE;

2) If USAID decides not to transfer the PSE to the Partnering Afghan University based on the results of its assessment, USAID may choose to extend the PSE for an additional five years to be managed by the Recipient. After two capacity assessments of the Partnering Afghan University, should the Partnering Afghan University not possess sufficient capacity to manage an endowment, USAID will reconsider its intentions and reserves the right to change the program objectives. However, USAID may also choose to continue the endowment indefinitely to be reassessed every five years (see Section A.5)

3) USAID will notify the Recipient of its decision in advance allowing enough time to plan and implement steps necessary for the extension, or transfer of the PSE to the Partnering Afghan University, or finalizing activities and returning funds to USAID.
A.3 AMOUNT OF AWARD AND PAYMENT

(a) USAID hereby obligates the amount of $50,000,000 for the Scholarship Endowment expenditures during the period set forth in A.2 above and as shown in the Budget below. USAID is not obligated to reimburse the Recipient for the expenditure of amounts in excess of the total obligated amount.

(b) Payment will be made to the Recipient via Letter of Credit in accordance with the procedures set forth in 2 CFR 200.305 and 2 CFR 700.7.

A.4 BUDGET

(a) The Award Budget:

The Recipient may not exceed the total project activity expenses generated from endowment investments (see line A.10 below). Transfers and cumulative increases between any objectives that exceed or are expected to exceed 10 percent of the total budget, require prior Agreement Officer (AO) approval in accordance with 2 CFR 200.308(e).
(1) Reporting of Deviations from Budget Plan

The summary budget set forth in paragraph a) above is based on the detailed budget that the Recipient submitted with its application for this Agreement on August 31, 2018. The Recipient’s detailed budget (as may be adjusted by USAID to correct any mathematical errors) constitutes the approved budget plan for this Agreement. The Recipient must report deviations from the approved budget plan in accordance with 2 CFR 200.308(b) and A 4 b) above.

(2) Prior Approval of Certain Revisions to Budget Plan

In accordance with 2 CFR 200.308(b), the Recipient must request prior approval from the USAID Agreement Officer for the specific budget revisions described in 2 CFR 200.308(c)(1) through (c)(8) for non-construction awards. Although the Agreement Officer will, except as may be otherwise indicated or delegated by the Agreement Officer to the AOR, provide any required approvals (or disapprovals). All approval requests must be submitted through the AOR. The AOR will facilitate the Agreement Officer’s approval process. The following approvals are hereby provided based on the Recipient’s detailed budget plan:

(A) Costs Requiring Prior Written Approval under U.S. Government Cost Principles

Pursuant to 2 CFR 200.308(c)(4) and 2 CFR 200.407, prior written approval is required for costs that require approval under the application U.S. Government Cost Principles set forth in Subpart E, Cost Principles of 2 CFR 200. To this end the following types of costs are approved, provided that there are sufficient funds obligated in this Agreement for payment thereof, and that the total estimated amount of this Agreement will not increase or be exceeded as a result thereof:

(i) Direct Charges for Administrative and Clerical Staff Salaries

Pursuant to 2 CFR 200.413(e), the salaries of administrative and clerical staff may be direct-charged to this Agreement if:

1. Direct-charging such costs is consistent with the Recipient’s normal accounting practices; and

2. The administrative and clerical staff are integral to, and can be specifically identified with, the project or activity supported hereunder; and
3. Such staff, and their direct salary costs, are explicitly included in the Recipient’s detailed budget which was the basis for the summary budget set forth in Section A.4(a) above; and

4. The costs are not also recovered as indirect costs.

(ii) Severance Pay

Severance pay, also commonly referred to as dismissal wages, is a payment by the Recipient, in addition to regular salaries and wages, to workers whose employment is being terminated. Pursuant to 2 CFR 200.431(i), severance payments to locally employed Afghan staff by the Recipient are approved under this Agreement to the extent that they are required by law. In no event may such severance payments exceed the greater of the customary or prevailing practices for the Recipient in the U.S. or the amount(s) required by local law.

(iii) Capital Expenditures for Equipment

Equipment is defined as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. Pursuant to 2 CFR 200.439, capital expenditures for the equipment listed below are approved as direct costs under this Agreement. All other capital expenditures for equipment must have the prior approval of the Agreement Officer.

(iv) Insurance and Indemnification

Pursuant to 2 CFR 200.447, the insurances normally carried by the Recipient and those insurances that were identified in the Recipient’s detailed budget and incorporated into the summary budget in Section 1.4(a) above are reimbursable under this Agreement, provided that they are otherwise allowable, reasonable, necessary, and allocable and comply with the terms and conditions of this Agreement.
(B) Sub-Award, Transfer, or Contracting-Out of any Work including Fixed Amount Subawards (Other than the Acquisition of Supplies, Material, Equipment, or General Support Services)

Pursuant to 2 CFR 200.308(c)(6), prior approval is required for the sub-award, transfer, or contracting-out of any work including fixed amount sub-awards as described in 2 CFR 200.332 (other than the purchase of supplies, material, equipment, or general support services), unless it was described in the Recipient’s application and funded in the approved budget of the award. To this end, the following sub-awards, transfers, and contracts are included in the Recipient’s detailed budget plan and incorporated into the summary budget set forth in paragraph (a) above, and are, hence, deemed to be approved:

<table>
<thead>
<tr>
<th>Sub-Recipient/Subcontractor Name</th>
<th>Not to Exceed Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Texas A&amp;M University Bush School</td>
<td></td>
</tr>
<tr>
<td>2. Texas A&amp;M Foundation</td>
<td></td>
</tr>
</tbody>
</table>

The Texas A&M University Bush School will provide Career planning and development services/train modules to local Afghanistan staff and scholarship applicants. Texas A&M AgriLife and the Bush School are both in the Texas A&M System, but internal budgeting policy requires that System partners must be sub-awards if they are not in the same organization.

The Texas A&M Foundation as a subcontractor to the Borlaug Institute, will manage the endowment, and will disburse the investment income derived from the endowment fund, minus a surcharge, to the Borlaug Institute.

Note: The Sub-awards listed above are approved but with the understanding that award to Non-U.S. Organizations may not be made until the Recipient receives a Notice of Eligibility for these organizations in accordance with the Updated Vetting Mission Order #201.6 and Special Provision listed in Section D.5.

All other sub-awards, transfers, and contracts, if any, must have the prior approval of the Agreement Officer.

Recipient is reminded that it is the Recipient's responsibility to ensure all sub-awardees have a DUNS number per Standard Provision entitled RAA22. UNIVERSAL IDENTIFIER AND SYSTEM OF AWARD MANAGEMENT (JULY 2015) set forth in Attachment C of this Agreement.
It is the responsibility of Recipient to ensure all Recipients of USAID funds under this Award are checked against the Excluded Parties List at www.sam.gov, the U.S. Treasury “Specially Designated Nationals and Blocked Persons” at http://www.treasury.gov/resource center/sanctions/SDN-List/Pages/default.aspx and United Nations Security designation list (online at: http://www.un.org/sc/committees/1267/ag_sanctions_list.shtml).

A.5 OVERSIGHT AND POST-OVERSIGHT PERIODS:

1. Oversight Period. The period of USAID oversight is five years from the effective date of this Cooperative Agreement. During the oversight period, USAID will monitor the Recipient's management of the Endowment and implementation of its program, which is funded, in whole, by the Endowment investment generated at the end of the year. Should USAID determine that the Partnering Afghan University does not possess the capacity to manage the endowment, the Oversight Period will extend for an additional five years until September 10, 2028, or indefinitely as may be the case based on the assessment of the Partnering Afghan University’s capacity to manage the endowment. After two such assessments, should the Partnering Afghan University not possess sufficient capacity to manage an endowment, USAID will reconsider its intentions and reserves the right to change the program objectives. However, USAID may also choose to continue the endowment indefinitely to be reassessed every five years.

2. Post-Oversight Period. The period of post-oversight begins September 10, 2023, should USAID determine that the Partnering Afghan University has the capacity to manage the endowment. However, should USAID determine that the Partnering Afghan University does not possess the capacity to manage the endowment, the Post-Oversight Period will not begin for an additional five years until September 10, 2028, or indefinitely as may be the case based on the assessment of the Partnering Afghan University’s capacity to manage the endowment. During the Post-Oversight Period, USAID will not monitor the Recipient's management of the Endowment nor implementation of its program, but USAID will retain certain residual refund and termination rights, as stated in this Cooperative Agreement.

A.6 INVESTMENT AND EXPENDITURE OF THE ENDOWMENT

All Endowment funds will be used for the Promote Endowment Scholarship. Unless USAID otherwise agrees, all Endowment funds should be invested in financial instruments offered in the United States market. The Recipient will be responsible for the professional management and allocation of endowment funds in asset classes that conform to the strategy allocation recommended in the Investment Policy Statement (IPS) agreed to by USAID and the Partnering Institution. Control of the Endowment and permissible uses of distributions should be as set forth in the Program Description (Attachment B), the Standard Provisions (Attachment C), the Special Provisions for Afghanistan (Attachment D), the Endowment Provisions (Attachment D), and the annual financial and operating plans.

A.7 AGREEMENT OFFICER’S REPRESENTATIVE (AOR)
The Agreement Officer’s Representative for this award is Anna Katz (akatz@usaid.gov) and will be designated by a separate letter. The Recipient is responsible to USAID/Afghanistan for all matters related to the execution of the Cooperative Agreement. Specifically, the Recipient must report to the USAID Agreement Officer’s Representative, located within the Office of Gender, Kabul, Afghanistan.

A.8 REPORTING AND EVALUATION

1. Financial Reporting:

Quarterly financial reports, which include expenditures, must be submitted to USAID following the fiscal year quarterly reporting schedule.

The Recipient must submit copies quarterly. Financial Reports must be in keeping with 2 CFR 200 and 2 CFR 700. In accordance with 2 CFR 200.327, the SF 425 will be required on a quarterly basis. The Recipient must submit these forms in the following manner:

a. The SF 425 must be submitted via electronic format to the U.S. Department of Health and Human (DHHS) Services (http://www.dpm.psc.gov) within 30 calendar days following the end of each quarter.

b. The SF 425 must be submitted directly to the Agreement Officer’s Representative, the Agreement Officer (AO) and to the USAID/Afghanistan Office of Financial Management at kabulfinancialreport@usaid.gov within 30 calendar days from the end of each quarter.

c. The original and two copies of all final financial reports must be submitted to M/FM/CMP-LOC Unit. The electronic version of the final SF 425 must be submitted to DHHS in accordance with paragraph (1) above.

2. Program Reporting:

Table 1: Program Reports and Schedule

<table>
<thead>
<tr>
<th>Report</th>
<th>Submission Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarterly Performance Reports (includes progress to date on sustainability, gender, investment policy statement, and environment, and all program elements and objectives)</td>
<td>Within 30 days of the completion of U.S. Fiscal Quarter</td>
</tr>
<tr>
<td>Annual Progress Reports (includes progress to date on sustainability, gender, investment policy statement, and environment, and all program elements and objectives)</td>
<td>Within 30 days of the completion of U.S. fiscal year (September 30 of each year)</td>
</tr>
<tr>
<td>Branding and Marking Plan</td>
<td>60 days after award</td>
</tr>
<tr>
<td>Annual Implementation Plan</td>
<td>45 days after award</td>
</tr>
</tbody>
</table>
Gender Action Plan 60 days after award
Environment Risk Mitigation Plan, if applicable based on IEE 45 days after award
Final Security Plan 45 days after award
Final Continuity of Operations Plan 45 days after award
Final Environmental Management & Monitoring Plan (EMMP), if applicable based on IEE 60 days after award
Activity Monitoring, Evaluation and Learning Plan (AMELP) 90 days after award
Sustainability Plan 60 days after award
Final Closeout Plan 90 days prior to the agreement end date
Final Report 90 days after completion of the agreement

a) Quarterly Performance Reports: Pursuant to 2 CFR 200.328, the Recipient must submit quarterly performance reports (an electronic copy) to Agreement Officer's Representative and the Agreement Officer. The report must describe the plan for the reporting period and assess overall progress for that period in relation to agreed-upon performance indicators for that quarter. The final quarterly performance report must be submitted within seven (7) calendar days upon receipt of AOR comments. In lieu of the fourth quarterly progress report, the Recipient must submit an Annual Progress Report that covers a fiscal year that just ended. During the final year of implementation, the Recipient will continue to submit quarterly reports except for the fourth quarter when, instead of an Annual Progress Report, the Recipient will be required to submit a Final Report. In accordance with 2 CFR 200.328, performance reports should be concise, but also present the following information:

i. Comparison of results to the tasks, objectives, benchmarks, result indicators in the implementation plan, AMELP, program description, and PMP;

ii. Planned key expected activities to be implemented for the upcoming reporting period.

iii. Significant developments. Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the non-Federal entity must inform the Federal awarding agency or pass-through entity as soon as the following types of conditions become known:

a. Problems, delays, challenges, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. 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.

iv. Update on monthly expenditures for the quarter vis-à-vis annual budget. In the event of abnormalities in expenditures (financial report) as compared to the performance report (e.g. unanticipated spike or lower than expected burn rate, outstanding vouchers unliquidated, etc.), or if the implementer anticipates cost anomalies in the next quarter (e.g. loss of 3rd party contribution, acceleration of activity) the implementer will provide a brief narrative of the financial status and any proposed action to remedy, as necessary.

v. Qualitative descriptions of success stories, best practices, lessons learned, and achievements to illustrate impacts of the program and that can be replicated or taken to scale;

vi. Collaboration with the Government of the Islamic Republic of Afghanistan (GIRoA), other donor projects, or other USAID projects.

vii. Any management and administrative issues;

viii. Progress to date on sustainability, gender and environmental risk mitigation plans;


b) **Annual Progress Report:** The Activity annual reporting period must coincide with the Mission's annual reporting period that ends on September 30th. The Recipient must submit a draft report, capturing results in a format agreed with by the AOR. The AOR will provide comments on the draft Annual Report and the Recipient must then submit a final report to the AOR for approval. The final format of the report must be agreed upon in consultation with the AOR, however they should not include less than the information provided in the semi-annual report.

c) **Branding Strategy and Marking Plan:** It is a Federal statutory and regulatory requirement that all overseas program, projects, activities, public communications, and commodities that USAID partially or fully funds under an assistance award or sub-award must be appropriately marked with the USAID identity. Branding Strategy and Marking Plan under USAID-Funded Assistance Instruments is a requirement of USAID. The Recipient’s Branding and Marking Plan should be submitted for AO approval within 60 days after the start date of the Cooperative Agreement.

d) **Annual Implementation Plan:** The Year 1 Implementation Plan was submitted with the Application. The AOR must provide written comments on the draft plan. This draft will be finalized with the AOR within 45 calendar days of award. The Initial Implementation Plan should include a list of tasks to be completed during the year. For each task, the Recipient should 1) explain in brief its connection to the objective; 2) define the necessary steps to complete the tasks; 3) assign responsibilities for completing those steps; 4) provide any quantitative or qualitative targets; and 5) a timeline for the implementation of the task. The Year 2 Implementation Plan, and other subsequent implementation plans, will be prepared
and submitted to the AOR no later than 45 days before the close of current USG fiscal Year 1.

The Implementation Plan must include, at a minimum:

- Proposed accomplishments and expected progress towards achieving program results and performance measures tied to the AMELP;
- Timeline for implementation of the year’s proposed interventions, including target completion dates;
- Information on how interventions will be put in place.

e) **Gender Action Plan:** Within the first 60 days of the Award, the Recipient must submit a Gender Analysis report, the contents of which will be agreed to in coordination with the AOR and USAID’s Gender Equality Policy.

f) **Activity Management, Evaluation and Learning Plan (AMELP):** Within 90 days of the signing of the Cooperative Agreement, the Recipient must submit the AMELP to the USAID AOR for review and approval. The AMELP must be developed strictly in accordance with the criteria listed in ADS 201. The AMELP will include the following elements:

- project purpose and results;
- performance indicators;
- baseline information (year and value) and timeline for collecting baseline information;
- annual targets for indicators and a timeline for developing targets;
- schedule for data collection;
- names of individuals responsible for data collection;
- detailed plans for data analysis, review and reporting to USAID.

g) **Sustainability Plan:** The Recipient must submit a Sustainability Plan for the Activity within the first 60 days of the agreement. This plan should describe specific interventions that are expected to be sustained after the Cooperative Agreement ends. The Sustainability Plan should be updated annually and progress and updates to the implementation of the plan should be reported on quarterly and annually as part of regular reports.

h) **Closeout Plan:** Not later than three months prior to the completion date of the Cooperative Agreement, the Recipient must submit a Closeout Plan to the Agreement Officer and AOR. The Closeout Plan must include, at a minimum, a draft Property Disposition plan; a Delivery Schedule for all reports or other deliverables required under the Agreement; and a timeline for completing all required actions in the Closeout Plan, including the submission date of the final Property Disposition plan to the Agreement Officer’s Representative. The closeout plan must be approved in writing by the Agreement Officer.

i) **Final Report:** Pursuant to 2 CFR 200.328(1) a Final Performance Report is required under this award to be submitted within 90 calendar days after completion of the Agreement. However, a draft of the Final Performance Report (Final Report) should be submitted to the AOR not later than the end date of the award. The Recipient should plan and budget in
such a way to accommodate closeout of activities and drafting of the Final Report prior to the end of the period of performance. The Recipient must prepare and submit a final/completion report to the AOR and to the Agreement Officer, which summarizes the accomplishments of this agreement, methods of work used, budget and disbursement activity and recommendations regarding unfinished work and/or program continuation. The final/completion report must also contain an index of all reports and information products produced under this agreement. One copy must also be submitted

(a) Online: http://dec.usaid.gov
(b) Via E-mail: docsubmit@usaid.gov;
(c) Via U.S. Postal Service delivery:
   USAID Development Experience Clearinghouse
   M/CIO/ITSD/KM
   Ronald Reagan Building M.01
   U.S. Agency for International Development
   Washington, DC 20523

The final report will include but not limited to:

- basic identifying information, such as program name, award number, approval date, and country assisted;
- the total cost of the program funded by USAID, actual or estimated counterpart contributions, and the best available estimate of other host country or partner resources that contributed to results achievement;
- the principal implementing partner;
- brief description of the implemented project, e.g. goal, objectives and set of implemented activities to achieve the project goal and major outcomes;
- qualitative and quantitative data to evaluate the theory of change, design, effectiveness and impact achieved by the PSE in the context of the overall Promote program and larger USG effort in Afghanistan;
- prospects for long-term sustainability of impact and principal threats to sustainability;
- distill lessons learned for application to other USAID programs, including information to inform the design of a follow-on program in Afghanistan;
- significant changes in the Results Framework and/or implementation approach during the life of the program, if any;
- a summary of performance indicators used and an assessment of their relative usefulness for performance management and reporting;
- charts and graphs that visually support reported results;
- a list and attachments of evaluations, studies, research and assessments conducted during the life of the program, including performance reports; and,
- Names and contact point of individuals who were directly involved in various phases of the project (planning, achieving, and assessing and learning), and who would be good sources of additional information.

The Final Report must also contain a three-page executive summary, an index of all reports and information products produced under the agreement
and a summary of the activity’s finances, disaggregated at the program area and containing, at a minimum:

a. Total award budget;

b. Total funds awarded by USAID.

j) **Evaluation:** Monitoring the financial and programmatic activities and results will be a vital aspect of the PSE. The database and monitoring information will be made available to USAID and the PSE Governing Board. USAID expects the Recipient to conduct a rolling baseline survey as part of the online scholarship application process. All scholarship applicants will take the initial survey, and an additional survey will be required as women graduate and assume their role in Afghan society. The survey is to measure the increase in knowledge, skills and self-efficacy of beneficiaries, as well as other relevant improvements in their lives. Within the time constraints of the activity implementation dates, an additional survey will be administered to PSE scholarship graduates one year after the completion of their participation.

A.9 **INFORMATION SHARING**

Discussions in Washington regarding appropriations to support Afghanistan’s programs and the presence of USAID’s Office of the Inspector General (OIG) and the Special Investigator General for Afghanistan Reconstruction (SIGAR) in Afghanistan as well as the General and Accountability Office’s keen interest in U.S. government programs in Afghanistan, necessitates the maintenance of appropriate, adequate and accurate documentation to communicate performance and financial results, procedures and processes. Information regularly shared, in addition to the quarterly reports, may include:

- **Weekly or Bi-Weekly Highlights and Updates:** Updates that reflect the highlights and lowlights of events and program progresses for that period as well as provide a “forward looking” view of important milestones or events coming up within the program’

- **Readouts and assessments from key activities:** Providing timely information regarding events and activities that create interest and greater understanding of the program’s results.

- **Public Outreach Stories and Highlights:** Human interest stories that reflect successes and will elevate the awareness of Recipient as a visible USG supported effort.

A.10 **INDIRECT COST**

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs will be reimbursed on the basis of the following negotiated provisional rates and the appropriate bases as per NICRA dated September 15, 2014:

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Location</th>
<th>Type</th>
<th>Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organized Research</td>
<td>48.50%</td>
<td>On campus</td>
<td>Prov.</td>
<td>9/1/2018-8/31/2020</td>
</tr>
<tr>
<td>Instruction</td>
<td>48.50%</td>
<td>On campus</td>
<td>Prov.</td>
<td>9/1/2018-8/31/2020</td>
</tr>
<tr>
<td>Other Sponsored Activities</td>
<td>28.00%</td>
<td>On campus</td>
<td>Prov.</td>
<td>9/1/2018-8/31/2020</td>
</tr>
</tbody>
</table>
IPA Programs | 8.50% | On campus | Prov. 9/1/2018-8/31/2020
---|---|---|---
All Programs | 26.00% | Off campus | Prov. 9/1/2018-8/31/2020

Base of Application: Modified total direct costs, consisting of all salaries and wages, fringe benefits, materials, supplies, services, travel and subgrants and subcontracts up to the first $25,000 of each subgrant or subcontract (regardless of the period covered by the subgrant or subcontract). Modified total direct costs shall exclude equipment, capital expenditures, charges for patient care, student tuition remission, rental costs of off-site facilities, scholarships, and fellowships as well as the portion of each subgrant and subcontract in excess of $25,000.

TREATMENT OF FRINGE BENEFITS:
The fringe benefits are specifically identified to each employee and are charged individually as direct costs. The directly claimed fringe benefits are listed below.

TREATMENT OF PAID ABSENCES:
Vacation, holiday, sick leave pay and other paid absences are included in salaries and wages and are claimed on grants, contracts and other agreements as part of the normal cost for salaries and wages. Separate claims are not made for the cost of these paid absences.

OFF-CAMPUS DEFINITION:
For all activities performed in facilities not owned by the institution and to which rent is directly allocated to the project(s), the off-campus rate will apply. Actual costs will be apportioned between on-campus and off-campus components. Each portion will bear the appropriate rate.

Equipment Definition -
Equipment means an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit.

FRINGE BENEFITS:
- FICA
- Retirement
- Worker's Compensation
- Life Insurance
- Unemployment Insurance
- Health Insurance
- Accrued Compensated Absences

A.11 TITLE TO PROPERTY (Endowments) (USNGO)

Title to any property acquired with distributions from the Endowment will vest in the Recipient, unless such acquisitions are made by subrecipients, in which case title will vest as agreed upon by the Recipient and the subrecipients.
A.12 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code under this cooperative agreement is 935.

A.13 COST SHARING

No cost sharing is required under this Cooperative Agreement.

A.14 SUBSTANTIAL INVOLVEMENT UNDERSTANDING

Substantial involvement during the administration of the award is necessary to achieve the project’s objectives, ensure the project is consistently aligned with USAID policies, promote relevance and responsiveness with priorities among field Missions, and facilitate collaborative learning between USAID/Afghanistan and the implementing partner. This substantial involvement will be through the Agreement Officer, except to the extent that he/she delegates authority to the Agreement Officer’s Representative in writing.

In accordance with ADS 303.3.11, USAID/Afghanistan will exercise substantial involvement in the following ways:

a. Approval of the Recipient’s Implementation Plans

USAID approval of implementation or work plans is crucial to ensuring that the program is responsive to the priorities of the Government of Islamic Republic of Afghanistan and fits within USAID’s strategy for Afghanistan.

USAID requires the approval of implementation plans annually to ensure alignment with stated goals, milestones and outputs. The implementation plan communicates how and when the Recipient will complete project activities and is drafted annually to describe new activities. This plan will be developed in partnership between the Recipient and the AOR. Annual implementation plans and subsequent revisions are subject to prior written approval by USAID’s AOR.

The review and approval of the implementation plan will determine how the applicant intends to:

1. Implement the intervention;
2. Achieve Track-specific milestones; and
3. Engage in quality improvement.

b. Approval of Specified Key Personnel

Written approval of any proposed changes to key personnel is required by the Agreement Officer. Prior to replacing any of the specified individuals, the Recipient must notify both the USAID Agreement Officer and the Agreement Officer’s Representative reasonably in advance and must submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement will be made without written consent by the Agreement Officer. The following individuals have been named as Key Personnel:
c. USAID and Recipient Collaboration or Joint Participation

The Recipient’s successful accomplishment of program objectives will benefit from USAID’s technical knowledge; thus, the Agreement Officer may authorize the collaboration or joint participation of USAID and the Recipient during program implementation. USAID involvement may include, but is not limited to:

- Facilitating cooperation between the Recipient and partnering Afghan university with other Promote projects (https://www.promoteafghanwomen.org/en) to contribute to a full suite of empowerment activities. The Recipient in cooperation with USAID and other Promote projects will introduce a mechanism to refer applicants not selected for PSE scholarship support to training programs available through Promote;
- Establishing a Governing Board to provide oversight for the PSE. The composition of the Governing Board and its functions will be defined by the Recipient in close cooperation with USAID. The Governing Board with acceptable by-laws will exercise oversight of the investment structure through an approved Asset Management Agreement.
- The Governing Board will ensure proper separation (i.e., a firewall) between the PSE endowment fund, including investment income, and the scholarship Recipients’ educational institutions.
- The Governing Board will oversee the PSE’s strategic advertising plan, and the application and award process, but may involve outside entities as needed to ensure the integrity and sufficient scope of the process.
- Any decisions on attracting additional contributions to the PSE and entering any new partnerships in the framework of the PSE implementation will be taken by the Recipient in coordination and upon approval from USAID.
- USAID will decide if management of the PSE can be transferred to the Partnering Afghan University based on assessment results. If USAID makes a decision to transfer the PSE to the Partnering Afghan University, USAID in cooperation with the Recipient and the Partnering Afghan University will develop and implement a transition plan to ensure effective transfer of the PSE.
- USAID will review and provide its approval on the Investment Policy Statement (IPS) to be developed by the Recipient to ensure responsible and professional management and allocation of endowment funds.
- Concurrence on the substantive provisions of new sub-awards. 2 CFR 200.308 already requires the Recipient to obtain the AO’s prior approval for the sub-award, transfer, or contracting out of any work under an award.
- Approval of the Recipient’s annual work plans; monitoring, evaluation and learning plans; regular reports.
- Monitor to authorize specified kinds of direction or redirection because of interrelationships with other projects.
• Financial and Operating Plans. USAID must review and approve, in writing, the annual financial and operating plans submitted by the Recipient, including the anticipated income on the Endowment, the rate of distributions from the Asset Manager to the Recipient during each calendar year or such other period as USAID and the Recipient may agree, and the proposed budget for the coming year.

• Asset Management Contract. USAID must approve, in writing, any changes to the Asset Management Agreement(s), the selection of a new or replacement Asset Managers, and any change in the structure of any committee of the Board or management which is among other things, delegated responsibility to issue instructions to the Asset Manager(s).

• Preaward Risk Assessment of Partnering Afghan University: Before the AO approves the sub-partnership between the Recipient and the Afghan Partnering University, USAID and the Recipient must jointly evaluate the risks posed by the Afghan Partnering University. The Recipient must evaluate risk in accordance with the principles established by USAID and the Office of Management and Budget (OMB) as listed under 2 CFR 200.205. Depending on the result of this pre-award risk assessment, USAID may either:
  o Approve the sub-partnership;
  o Deny the execution of the partnership; or
  o Approve the sub-partnership with "specific conditions."

In addition, before executing the sub-partnership, the Recipient must confirm that its proposed sub-partnership does not:

  o Have active exclusions in the System for Award Management (SAM) (www.sam.gov);
  o Appear on the Specially Designated Nationals (SDN) and Blocked Persons List maintained by the U.S. Treasury for the Office of Foreign Assets Control, sometimes referred to as the "OFAC List" (online at: http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx); and

Based on the detailed review of the Afghan Partnering University's financial reports, audits, policies and procedures, and other relevant documents, the Recipient must confirm and USAID must approve that the Afghan Partnering University:

i. Has adequate financial resources or the ability to obtain such resources, as required during the performance of the award.

ii. Has the ability to meet the award terms and conditions;

iii. Has a satisfactory record of performance.

iv. Has a satisfactory record of business integrity.

v. Is otherwise qualified to receive an award under applicable laws and regulations.
A.15 PROGRAM INCOME

The Recipient must account for Program Income in accordance with 2 CFR 200.307 (or the Standard Provision entitled Program Income for U.S. Non-Governmental Organizations). Program Income (revenue generated from Endowment) earned under this award must be added to the project.

A.16 RESOLUTION OF CONFLICTS

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

1. Attachment A - Schedule
2. 2 CFR 200 and 2 CFR 700
4. Attachment D - Special Provisions for Afghanistan - Assistance
6. Attachment G - Branding Strategy and Marking Plan*
7. Attachment F - Initial Environmental Examination (IEE)
8. Attachment B - Program Description

* Branding Strategy and Marking Plan is due 60 days after execution of award and will then be incorporated into the Cooperative Agreement as Attachment G.

A.17 PROVISIONS REMAIN IN EFFECT DURING POST-OVERSIGHT

Unless the context or the text or a provision of this Agreement indicates that it is effective only during the periods of disbursement or oversight (e.g., Article A.5 above), all provisions of this Cooperative Agreement remain in full force and effect during post-oversight, including the Standard Provisions.

[END OF ATTACHMENT A]
ATTACHMENT B – PROGRAM DESCRIPTION

LIST OF ACRONYMS

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Description</th>
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<tbody>
<tr>
<td>BIIA</td>
<td>Norman Borlaug Institute for International Agriculture &amp; Development</td>
</tr>
<tr>
<td>CLIP</td>
<td>Civil and Liberal Initiative for Peace</td>
</tr>
<tr>
<td>COP</td>
<td>Chief of Party</td>
</tr>
<tr>
<td>DCOP</td>
<td>Deputy Chief of Party</td>
</tr>
<tr>
<td>DFID</td>
<td>Department For International Development</td>
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<tr>
<td>ERG</td>
<td>Emergency Relocation Group</td>
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<tr>
<td>EVAW</td>
<td>Elimination of Violence Against Women Law</td>
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<tr>
<td>FC</td>
<td>Finance Coordinator</td>
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<tr>
<td>FM</td>
<td>Financial Manager</td>
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<tr>
<td>IACBE</td>
<td>International Accreditation Council for Business Education</td>
</tr>
<tr>
<td>IAU</td>
<td>International Association of Universities</td>
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<tr>
<td>ICT</td>
<td>Information and Communications Technology</td>
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<tr>
<td>KEAC</td>
<td>Kabul Educational Advising Centers</td>
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<tr>
<td>KUPC</td>
<td>Kardan University PSE Committee</td>
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<td>LTIP</td>
<td>Long-term Investment Pool</td>
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<tr>
<td>MBTI</td>
<td>Myers-Briggs Type Indicator</td>
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<tr>
<td>MOA</td>
<td>Memorandum of Agreement</td>
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<tr>
<td>MOF</td>
<td>Ministry of Finance</td>
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<tr>
<td>PSE</td>
<td>Promoting Scholarship Endowment</td>
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<tr>
<td>SHEP</td>
<td>Strengthening Higher Education Program</td>
</tr>
<tr>
<td>SMS</td>
<td>Short Message Service platform</td>
</tr>
<tr>
<td>STEM</td>
<td>Science, Technology, Engineering, and Mathematics</td>
</tr>
<tr>
<td>TFBSEO</td>
<td>Task Force for Business and Stability Operations</td>
</tr>
<tr>
<td>YRC</td>
<td>Youth Resource Centers</td>
</tr>
</tbody>
</table>
EXECUTIVE SUMMARY

The role of women in Afghan society over the last three decades has been very traditional, with cultural and religious practices heavily influencing how women are viewed and treated. However, studies have demonstrated that when women are involved as professionals in the public and private sector, societies tend to improve socially and economically. For example, a study conducted by researchers at Texas A&M University’s College of Education showed that corruption in government decreases when more women take part as elected or appointed officials. The PSE Program promises to truly impact the ability of young women in Afghanistan to have access to educational opportunities that could lead them to entering the professional workforce and thereby begin to affect a very positive change in Afghan society. The Borlaug Institute at Texas A&M University is a recognized leader in development as it relates to agriculture, economics, environmental sciences, and health. Since 2011, we have participated in or led several projects in Afghanistan, ranging from construction of a research facility at the University of Nangarhar, establishing food processing centers for women’s cooperatives in Herat, developing agribusiness plans for Nangarhar and Herat provinces, engaging in training and capacity building of extension agents at the Ministry of Agriculture Irrigation and Livestock in Kabul, and working with Kuchi nomadic pastoralists nationwide. In addition, the Institute is affiliated with the College of Agriculture & Life Sciences at Texas A&M University, an organization that manages a substantial number of scholarships for their entering and continuing students. As such, they have tremendous experience and expertise in this area. Further, the Institute enjoys a relationship with Texas A&M’s Bush School of Government and Public Service’s Career Placement Office, which has substantial experience and success in helping to prepare students with career planning, providing them skills to succeed. Lastly and very importantly, the Institute works with the Texas A&M Foundation, a 501(c)(3) organization with a stellar record of successful fund investment management, showing a return of 8.7% per annum over the last few years.

It is in coordination with these connections and relationships that the Borlaug Institute will lead an effort to establish a scholarship program in Afghanistan, to support attendance by young women to universities in Afghanistan or the region in pursuit of a career in a science, technology, engineering, or math field of study. This program will be funded from investment earnings, as managed by the Texas A&M Foundation, based on a US$50 Million fund provided by USAID. The Borlaug Institute PSE Program will be housed in Kabul, and will manage the scholarship program, in a partnership with Kardan University. A team of Kardan University officials will be identified to create a committee that will acts as the main liaison between the university and the Borlaug Institute PSE Program. This body, the Kardan University PSE Committee (KUPC) will also represent Kardan University in meetings of the PSE Program Advisory Board. The latter will consist of USAID, other donors, stakeholders, and Borlaug Institute PSE Program staff, such as the Chief of Party. The Advisory Board will serve to provide advice and oversight of the PSE Program.

We will pursue the establishment of the PSE Scholarship Program through a Scholarship Specialist who will first conduct an assessment of the landscape in Afghanistan in terms of other scholarships that are currently available for young women, the application process, success rate, and other factors. Based on lessons-learned from these programs, we will begin the co-creation of the PSE Scholarship Program, with participation from the KUPC, and with support from the Texas
A&M College of Agriculture Scholarship Program office. This will include developing the criteria for selecting applicants, and the application process itself. In addition, platforms for submission of applications, such as website pages, and other means, as well as a branding and marketing and communications campaign to seek applicants from a wide range of geographic locations will be developed and coordinated by a Communications and IT Specialist in the Kabul office. Local partner organizations will be used to disseminate the information in areas where internet access is limited.

The Scholarship Program will be funded from investment proceeds generated by investments made by the Texas A&M Foundation. The Chief Investment Officer for the Foundation will manage the Fund. The income will then be transferred from the Foundation to the Borlaug Institute headquarters, who will manage the financial aspects of funding the Scholarship Program by establishing a bank account in Afghanistan, which will be directly managed by a Finance & Compliance Manager based in our Kabul office. The Finance & Compliance Manager will ensure that universities where scholarship Recipients attend can account for all disbursements and confirm that payment of tuition and fees is made on behalf of the students.

As students near the end of the academic tenure, they will be engaged in a program that will connect them with opportunities such as those funded by USAID in country. These consist of internships and other activities designed to help students prepare for employment as professionals in their field. Experts from the Texas A&M Bush School of Government and Public Service’s Career Opportunities Office will provide guidance and support to the Borlaug Institute’s PSE Program office regarding this activity.

Lastly, capacity building modules will be designed and developed with regard to investment fund management, scholarship management, and career development management. These modules will be used in training sessions for Kardan University officials through the KUPC so as to enhance their capacity in these areas. The ultimate goal is for them to be able to manage the entire program at the end of 5 years. In addition to training, we will employ “shadow coaching” to provide these officials with opportunities to see the day-to-day management of these programs, and thus learn by doing in a practical (not abstract) setting.

Progress of the Borlaug Institute’s PSE Program will be measured by specific metrics, designed to reveal how the program is succeeding in identifying qualified candidates and in ensuring their success at entering the professional workforce in their field of study, to the greatest extent possible. This will include an ex-ante and post-ante survey of scholarship Recipients, as well as employers. In addition, monitoring of the investment performance will be conducted on a regular basis to ensure that the fund is returning at least 5% so the program can be sustainable.

TECHNICAL APPLICATION

I. TECHNICAL APPROACH

The Overall Goal of the Borlaug Institute PSE Program will be to assist Afghan women in obtaining a university or graduate education in a science, technology, engineering, or mathematics (STEM) field of study, better enabling them to overcome barriers to gaining employment, raise
their incomes, and help them achieve leadership roles in their families, communities and government in positions of influence in the public and private sectors, thereby ensuring a balance of voices and perspectives. As part of the program, we will partner with an Afghan higher education institution in order to eventually transfer the management of the program to them, thereby ensuring its sustainability. In doing so, we will build their capacity to ensure its success. We will also seek to add to the suite of existing empowerment activities currently being implemented by USAID in Afghanistan (leadership, engagement in government, private sector and civil society), in order to more completely support women from the beginning of their higher education so they may attain a professional position, and to preserve empowerment successes of these women by sustaining long-term educational assistance.

As mentioned above, the PSE program will be focused on Afghan women desiring to obtain an education in a STEM field of study. According to UniRank (www.4icu.org/afl), there are 54 officially recognized Afghan higher-education institutions that are accredited, licensed, and/or chartered, offering at least 4-year undergraduate degrees. Nearly 2/3 of these institutions offer STEM-based degrees. The top universities offering such fields of study include the following, in ranking order:

<table>
<thead>
<tr>
<th>INSTITUTION</th>
<th>STEM AREAS OF STUDY</th>
</tr>
</thead>
<tbody>
<tr>
<td>American University of Afghanistan</td>
<td>Math, Comp Sci</td>
</tr>
<tr>
<td>Kabul University</td>
<td>Sci &amp; Tech, Math, Vet Med, Engineering</td>
</tr>
<tr>
<td>Kardan University</td>
<td>Engineering, Computer Science</td>
</tr>
<tr>
<td>Herat University</td>
<td>Agric, Vet Med, Med, Engineering</td>
</tr>
<tr>
<td>Kateb University</td>
<td>Sci &amp; Tech, Med, Engineering</td>
</tr>
<tr>
<td>Kabul Medical University</td>
<td>Med</td>
</tr>
<tr>
<td>Balkh University</td>
<td>Med, Engineering</td>
</tr>
<tr>
<td>Kabul Polytechnic University</td>
<td>Sci &amp; Tech, Engineering</td>
</tr>
<tr>
<td>Rana University</td>
<td>Sci &amp; Tech</td>
</tr>
<tr>
<td>Nangarhar University</td>
<td>Sci &amp; Tech, Agric, Engineering</td>
</tr>
<tr>
<td>Salam University</td>
<td>Sci &amp; Tech, Engineering</td>
</tr>
</tbody>
</table>

The Borlaug Institute at Texas A&M University enjoys relationships with several of these universities. For example, in 2010, in conjunction with the U.S. Defense Department Task Force for Business and Stability Operations (TFBSO), the Institute constructed a new building for the College of Agriculture at Nangarhar University in Jalalabad and also at the University of Herat. That same year, a herbarium containing tens of thousands of plant specimens representing the botanical diversity of Afghanistan was opened at Kabul University, with support from scientists at Texas A&M University through the USAID/Afghanistan Pastoral Engagement, Adaptation and Capacity Enhancement (PEACE) Project.

According to the Afghan constitution, the government of Afghanistan must provide free higher education up to bachelor level for all students, with the main source of funding being the Ministry of Finance (MOF). Most important is the fact that public universities are not allowed to generate revenue and spend it. Any income generated by these institutions must go to the MoF, with no guarantee that it will be re-invested in higher education. The basis for the PSE program is for the Recipient of this project to build the capacity of its Afghan university partner so that the
latter is eventually able to take over the management of the Endowment. Thus, for the PSE program to succeed, the partner institution must not be under the constraint of being required to return revenue (such as endowment earnings) to the MOF. Thus, we propose to partner with a private university in this endeavor, given that they are not under any such restrictions.

In selecting a partner private institution in Afghanistan with whom to partner, we conducted an analysis based on the following criteria:

1. quality of education based on reputation
2. track-record of fiscal responsibility
3. engagement in at least one STEM discipline, and if possible
4. past working relationship with Texas A&M University or its partners.

**Kardan University**, founded in 2003, is a for-profit private university, ranked as the #3 university in Afghanistan by UniRank, the leading international higher education directory and search engine. In addition, Kardan University is the first university in Afghanistan to be accredited by international organizations, having been granted accreditation by the International Accreditation Council for Business Education (IACBE) for business and management, and is now a member of the International Association of Universities (IAU). Regarding financial soundness, Azizi Bank, the largest commercial bank in the country, is a partner institution to Kardan University, having sponsored the university’s Research Center and its Digital Library as part of its corporate responsibility. This is a strong testament to the university’s reputation as a soundly managed entity. The university has a robust program in computer science that enables students to become specialists in computing, networking, and software development. It also offers a program in civil engineering with a curriculum that focuses on environmental, geotechnical, geomatics, structure, transportation, construction, and water resources engineering. In the course of promoting the PSE program, we will actively engage with the rest of the universities in the above table, as well as others, especially those located in other cities, in order to promote the PSE program so as to increase the geographical diversity of scholarship applicants.

The following are the specific objectives we will pursue:

1. Develop and implement a scholarship program (the PSE program) for women to receive and education in a STEM field either at Kardan University, or at another local or regional university of their choice. As part of the development phase of the PSE program, we will develop a strategy to overcome identified challenges, engage in results-based management of the program, and monitor and evaluate its implementation through valid data collection;

2. Build the management capacity of our Kardan University as our local partner for the scholarship program and endowment fund so it can eventually take over their management, including promoting the Afghan institution as one where women may successfully pursue academic studies in a STEM field; and

3. Link graduates of the PSE program to one or more of the programs within the suite of other empowerment activities (Promote Program) led by USAID in Afghanistan,
monitoring success at making such connections as gauged by engagement and completion of such programs by the PSE graduates.

Objective #1: Develop and Implement the PSE Program

We will engage in a co-creation process in partnership with Kardan University to develop the PSE program. First, eligibility requirements for applicants to the program will be identified, such as having been accepted to an Afghan university, or to a regional university, to seek a degree in a STEM field, transcript or some other proof of academic achievement, letters of recommendation, in-person interview, and completion of a survey. The latter will serve as a baseline for later evaluation of the success of applicants to the program. Second, we will co-create a process to evaluate scholarship applications. Evaluation criteria will be developed to ensure that a competitive, equitable, and transparent evaluation process is followed. These will likely include: (1) academic merit, (2) leadership potential, and (3) financial need. Additionally, consideration will be given to students in the following instances: (1) students who are applying to Afghanistan universities (note that funds for Recipients intending to attend Kardan University will be limited to no more than 75% of the total amount available), (2) students who seek a degree in a STEM field, and (3) to the extent possible, scholarships will be granted on a geographically proportionate basis. In addition, we will target students who have scored high in the Kankor National Examination but who cannot be accepted at public universities due to space constraints. The following process will be established to ensure that the above criteria and considerations are met:

- Students applying for a scholarship will be asked to submit their application online. The application will require, among other items, the student’s grade point average in their previous degree (high school, other), statement of financial need, enrollment in at least 9 credit hours at an institution of higher education, degree being sought, making it clear to the student that priority will be given to STEM fields, and letters of support.

- A survey designed to establish a baseline regarding the applicant’s knowledge, skills, and self-efficacy, as well as other aspects of their lives that may be impacted in a positive way through seeking a degree from a higher-education institution will also be included as part of the application. Note that a similar survey will be administered to the successful applicants once they have completed their studies, in order to compare the answers given to those in the baseline survey, and thereby determine the change and impact on the scholarship Recipient from having engaged in and earned a college education.

- If the student is intending to seek a degree at a regional university, it will be made clear in the application process that although this does not disqualify the applicant, that priority will be given to those intending to apply to universities in Afghanistan, and that should they be selected even so, that they will be required to sign an agreement to return to Afghanistan for at least 2 years after their education is complete.

We anticipate co-creating a point-based system with Kardan University to evaluate applicants according to the above criteria and considerations. Applicants deemed to be “finalists” due to having earned the highest point scores will be invited to in-person interviews, and evaluated by
representatives of the Borlaug PSE team, with observers from Kardan University. Students who are not selected to receive scholarships will be referred to the other Promote Program activities, so they may receive mentoring and engage in internships and training programs designed to help engage them in government, private sector, and civil society.

A branding and communications campaign that follows USAID’s Branding Strategy and Matrix Guidelines will be developed and, once approved by USAID, implemented to help disseminate information about the PSE. We expect this will include television and radio through advertisement but also through appearances in local public service and news programming, print media (newspaper, magazines, brochures), social media, and through renting space and/or booths at community events, both those that may already exist, as well as events we may create. In addition, other potential donors who are investing in Afghanistan will be approached through individual visits to their local or national offices, as well as through participation at events they frequent. We will also work through women’s organization where they may exist to ensure that prospective applicants are reached. We will explore the use of an SMS platform created by SoukTel to provide an avenue for receiving feedback from those who are reached by the campaign. SoukTel is a private technology company exclusively focused on building software ICT solutions that support information sharing. Such feedback may consist of questions that prospective scholarship applicants may have that should be more directly addressed in the media sites. Certainly, such contacts from potential applicants will be utilized in reaching out to them directly in order to encourage their participation in the PSE program.

It is important to note that for prospective students living in rural areas, it may be difficult to access information about the PSE program by using the internet, given sporadic or nonexistent connectivity. Therefore, we will engage with Lincoln Centers located throughout Afghanistan. Lincoln Centers were established by the U.S. Embassy and work as cultural centers for American expats living in Afghanistan. Their main aim is to provide internet services and English-language books for youth in the provinces. We will also work with KEAC (Kabul Educational Advising Center), a non-profit organization funded by the U.S. Embassy, to provide support to prospective students during the application process, and to promote the program. KEAC is the leading organization in Afghanistan that offers educational and social services to Afghan students and young professionals, such as career advising, TOEFL training, etc. They work with Lincoln Centers, using them as a platform to access youth throughout the country.

**Objective #2: Build the Capacity of Our Partner Afghan University to Manage the PSE program**

In building the capacity of our Afghan partner institution, Kardan University, so it is able to successfully take over the PSE program in 5 years, we will work with [Name Redacted] as the principal liaison between our office and Kardan University. He will identify personnel from several key offices at the university, such as the Scholarship & Financial Assistance Manager, the Admissions & Communications Manager, and the Finance Manager. These individuals and other staff within their offices will form part of the Kardan University PSE committee (KUPC), to be led by [Name Redacted]. This committee will assist the Borlaug Institute in scheduling workshops designed to train committee members and their staff regarding the various facets of the PSE program, to include topics such as:
• **Endowment Management**
  - Principles of a sound investment policy
  - Developing the structure and process to manage the investments
  - Portfolio diversification
  - Performance evaluation and auditing

• **Scholarship Program Management**
  - Establishing eligibility criteria
  - Creating a communication plan to connect with potential applicants
  - Application format development
  - Developing a selection process and timeline
  - Developing an awarding process
  - Program evaluation

In addition, the KUPC will meet with the Borlaug Institute team on a monthly basis to learn about the progress of the program, and share lessons learned so as to enrich their understanding of potential hurdles and how these can be overcome.

**Objective #3: Connect Recipients with Other USAID “Promote Program” Activities**

Upon completion of their education, the scholarship Recipients will be referred for mentoring and placement into one or more of the following USAID-led programs in Afghanistan:

1. Leadership training through the Women's Leadership Development program;
2. Civil service training and internship program by government institutions through the Women in Government program;
3. Engagement in apprenticeships and internships with the private sector through the Women in Economy program;
4. Involvement in civil society coalitions through the Musharikat program.

To accomplish this, we propose to develop, implement, and oversee capacity building workshops which will be provided to appropriate staff at Kardan University, as well as made available to other Afghan and regional universities where the PSE scholarship Recipients attend. The aim will be to establish their capacity to help find employment and internships for their students. The workshops will be designed and led by the Career Services Office within the Texas A&M University George H.W. Bush School of Government and Public Service, which has a tremendous track-record of helping its graduates find employment in prestigious organizations. It does so through their internship program, career planning services, and employment services. These workshops will be taught via distance through livestreaming and online-based modules to facilitate broad access by all universities hosting scholarship Recipients. The Borlaug Institute staff will monitor enrollment in said workshops and will seek feedback from participants, as a way to continually improve them. In addition, we will track the placement of scholarship Recipients, including the universities where they received their education, in the “Promote Program” activities, as a way to measure the success of the placement programs established at the participating universities as a result of our workshops.
One of the challenges in accomplishing this Objective will be to design a program that will help the students to market themselves to potential employers. **Culturally, this is difficult for women to do,** thus we will specifically design the program to help the students and graduates understand the benefits of self-promotion that is done professionally, with confidence, and following a code of conduct designed not to be misconstrued by potential employers. The goal of this activity will be to help link the students with existing internship programs and employment opportunities, but also to help facilitate the creation of new opportunities through new and existing partnerships with the public and private sectors in Afghanistan.

II. MANAGEMENT APPROACH

**Administrative Set-Up of PSE program**

The PSE program will be set up as follows: a PSE program office will be set-up in Kabul and will be considered the headquarters for the program for the Borlaug Institute. This office will be provided with the required security as per the guidelines set up by the U.S. Department of State and USAID. The office will oversee the management of the program, hosting program meetings in coordination with Kardan University’s International Relations Office. This Office will serve as liaison with other relevant administrative offices, such as the Office of Admissions and Finance at Kardan University. Thus, the Borlaug Institute PSE program office will engage its counterpart in the co-creation of the PSE scholarship program in terms of drafting the eligibility requirements for student applicants, the evaluation criteria, and the evaluation process itself, as described above. Advice and guidance will also be sought from the Advisory Board (see below for Board composition) to ensure that eligibility requirements and evaluation criteria and process meet with the desired objectives of the program. Once this process is completed, the Borlaug Institute PSE program office will engage in a promotional campaign, in collaboration with Kardan University and other universities in Afghanistan and in the region, to promote the PSE program to prospective and current university students. This will include inserting a link to the websites of these universities so that prospective students can apply to the program. Student applications will be collected by the Borlaug Institute PSE program office, who will then lead the process of evaluation and granting of scholarships on an annual basis.

Once scholarship applications are approved, a Memorandum of Agreement (MOA) will be drafted and signed with universities to which applicants to the scholarship program have indicated as their preference. The MOAs will serve to link the universities receiving scholarship winners to their programs with the PSE program office to ensure that progress of the Recipient through the program is being tracked. This will serve to confirm the continuing eligibility of the student and will facilitate any issues that may come up through their course of studies that may impact the scholarship.

Financially speaking, the Borlaug Institute PSE program office in Kabul will be responsible for disbursing the necessary funds directly to the university where the student scholarship winners will be attending, and **confirming that all tuition and fees are paid on behalf of the scholarship Recipient.** Any additional funds above and beyond what is required to pay said tuition and fees will be provided to the student for living expenses and supplies (i.e. books, etc.). The university will be required to inform the PSE program office if a student does not complete the semester or
the courses for which he/she enrolled. This will be taken into consideration when the student applies for a scholarship the following year. According to Kardan University, their Computer Science Bachelor’s degree program requires completion of 138 credits, at a total program fee of 463,400 AFN (US$6,531). Their Civil Engineering Bachelor’s degree program requires completion of 150 credits, at a total program fee of 503,000 AFN (US$7,089). Based on these figures, we anticipate the average full scholarship will likely cost an average of US$6,810 per student, not including room and board and supplies. It is anticipated that each scholarship will be for US$10,000 in order to cover all costs. To ensure that funds provided to the universities to pay for the student scholarship needs are managed properly, we will establish a reporting and auditing system, under the oversight of the Borlaug Institute PSE program office in Kabul. Specifically, the Finance & Compliance Manager, under the oversight of the Deputy Chief of Party, will review university financial records on a regular basis, and will interact directly with the university’s financial administrators.

Management of the Endowment Fund and Investment Income

Start-up costs to launch the PSE program will be reimbursed to the endowment fund from investment income within two years, in order to bring the endowment fund back to its original US$50million level. The Texas A&M Foundation (Foundation), as a subcontractor to the Borlaug Institute, will serve as the entity that will manage the endowment. The PSE will be managed on a “Dollars Returned to Capital” basis so as to maintain the $50million investment. The following describes the Investment Policy of the Foundation:

- Each of the Foundation’s more than 7,300 individual endowment accounts are managed in a long-term investment pool, which currently has a total value of US$1.7 billion as of December 30, 2017.

- Funds are managed by investment managers selected by the Texas A&M Foundation Investment Office for a specific reason and purpose. Investment strategies, research and due diligence are carried out by the investment team with oversight provided by the Texas A&M Foundation Board of Trustees.

- The Foundation maintains relationships with third-party investment consultants and other key advisers who serve as valuable resources in investment decision-making. We understand well that endowed gifts are powerful, given the long-term nature of their financial impact. Therefore, and due to their perpetual nature, funds must be invested in a manner where the Foundation can expect to earn a long-term rate of return greater than its payout rate (5 percent) plus inflation.

- The Foundation must also attempt to protect against large drawdowns in asset values and maintain sufficient liquidity to meet its annual spending obligations to its beneficiaries. For these reasons, the Foundation invests endowments using asset allocation to maximize growth while safeguarding capital during tough economic times. Given the Foundation’s performance, for example, the market value of a $100,000 endowed scholarship created in 1980 would have paid out more than $357,000 by 2017.
- The Foundation credits **diversification as the single most important component to help achieve its return goals**. The overall risk in the portfolio can be significantly reduced through investments that are broadly diversified by type, strategy, asset class, geography and risk exposure. Given the size of its total portfolio, the Foundation can access **best-in-class investment managers** across a wide variety of asset classes and construct a portfolio with differentiated return streams that is difficult to replicate. The portfolio is biased toward **equity investments** to better benefit from long-term growth expectations.

- In general, the Foundation partners with talented investment managers that possess a competitive advantage, a differentiated strategy and interests that are mutually aligned. The portfolio is well-diversified by asset class, industry/sector and geography. Currently, **the majority of the Foundation's investments are invested in public equity and bond markets.** To better maximize the diversification benefit, the Foundation often places capital with managers that are focused on opportunities in more illiquid and less efficient parts of the market. These include investments in venture capital, small and mid-cap buyouts, energy, timber, real estate and distressed debt. Over time, the Foundation plans to increase exposure to these areas.

- Currently, the **Foundation’s payout is based on 4 percent of the average unit value.** The average unit value is calculated based on a five-year (20 quarter) moving average. An additional 1 percent per year of the same unit value average is paid out to support the operating budget of the Foundation.

The track record of the Texas A&M University Foundation is unparalleled. In fiscal year 2017, the Foundation’s net assets **increased 14.8 percent to $1.79 billion.** Each year, it makes millions of dollars available to Texas A&M for students, faculty, facilities and programs according to donors’ wishes. In fiscal year 2017, these funds totaled **$90.8 million.** These funds consist of non-endowed gifts, funds disbursed immediately rather than invested by the Foundation, and income endowments. For every dollar raised during the past five years, the Foundation has spent an average of 12.4 cents, recognized as **one of the lowest in the industry.** The Foundation’s long-term investment pool has increased by $1.3 billion and has an average **8.7 percent annual rate of return over the last 15 years.** In fact, over the years, the Foundation’s investment team has consistently met internal performance goals and outperformed many peer organizations, **ranking in the top or high second investment quartile.** It is through a well-structured portfolio of diversified investments that the Foundation perpetually provides value to Texas A&M University.

Texas A&M’s academic, social and athletic environments are steeped in great traditions. Perhaps one of the strongest and most enduring traditions is the sense of responsibility that Aggies have to their university and their drive to make it even better for generations still to come. The men and women who give back to the university represent an incredible array, including former students and friends of Texas A&M as well as corporations and foundations. Moreover, given the approximately 80 development officers at the Foundation representing various colleges, geographic areas and programs, relationships with donors are managed in a responsible and personal manner. The Foundation links donations to four designations we call **“impact areas.”** Student impact represents academic scholarships and fellowships to undergraduate and graduate students. Faculty impact refers to gifts that fund faculty chairs, professorships and fellowships. College-impact gifts
help a college or department through discretionary or building funds. Spirit-impact gifts cultivate student organizations, traditions and other outside-the-classroom programs. With many giving options available, the Foundation works to find the perfect giving opportunity for the donor and their giving capacity. Each gift reflects the donor’s interests and passion, and Foundation staff create gift agreements that designate the specific areas of Texas A&M they want to benefit. Therefore, beyond the daily management of the endowment for the Borlaug Institute, the Foundation plans to also direct efforts toward raising additional funds for this endowment. The Foundation’s development staff is well equipped and experienced in matching donors’ interests with the university’s needs, particularly programs like the Borlaug Institute. It should be noted that Texas A&M is one of the United States’ six Senior Military Colleges. Texas A&M regularly graduates and commissions more officers into the U.S. Armed Forces than any other university after the U.S. Service Academies. Many A&M graduates have served in Afghanistan and we expect several of these will be moved to want to contribute to this endowment.

**Organizational Structure**

The **Borlaug Institute** will serve as the management entity for the program. She will be supported by the Operations Office of the Borlaug Institute, who will provide financial support to the project in terms of ensuring that all subcontracts are in place and all financial reporting to USAID is provided on a timely manner, as well as establishment of bank account and transfer of funding to said bank account from investment income derived from the endowment for operations of the Kabul office and to fund the PSE scholarship program. are experienced in managing Afghanistan-based programs for the Borlaug Institute. In addition, both and the Operations Office staff have received training in compliance with USAID rules and regulations, including 22CFR 200 and 22 CFR 700. The **Texas A&M Foundation**, as a subcontractor to the Borlaug Institute, will manage the endowment, and will disburse the investment income derived from the endowment fund, minus a surcharge, to the Borlaug Institute. will be the principal liaison to the Foundation, responsible for ensuring the proper management of the fund through regular meetings and through monthly financial reporting to be provided by the Foundation. The **Chief of Party (COP)** for the PSE program will be, who will be based in the U.S. at the Borlaug Institute. At the office in Kabul, will be the in-country program lead as the **Deputy Chief of Party (DCOP)**, reporting to. The COP will report directly to and in his absence to who will oversee the COP's activities. As part of the COPs duties in managing the PSE program, the COP will be in charge of engaging with Kardan University and other stakeholders in-country through quarterly visits to Afghanistan. The Deputy Chief of Party (DCOP), will report to the COP, providing support with regard to management of the Kabul office and its staff, to include a Communications and IT Specialist, a Scholarship and M&E Specialist and security personnel as part of the contract with. In addition, we plan to hire a Financial & Compliance Manager (FCM), who will report to the DCOP, and provide local oversight of accounts payable and receivable, as well as the management of the PSE scholarship funds provided to the participating universities on behalf of the scholarship Recipients.
The position of COP will be occupied by a U.S. citizen while the DCOP, FCM, and the other staff will be occupied by an all-Afghan team.

An **Oversight Board** will be established that will be responsible for oversight of the PSE. It is expected that the Board will be composed of representatives from the Borlaug Institute at Texas A&M, the Texas A&M Foundation, representatives from the private sector and civil society actors working in-country, as well as USAID representatives and other donors, if any. In order to preserve a firewall between the PSE fund and the educational institutions at which scholarship Recipients are seeking an education, the Board will not have any representatives from any of these institutions. However, in order to fulfill the need for capacity building of our partner institution, an official from Kardan University, [name redacted] will be asked to serve as an ad-hoc member of the Board.

By-laws will be drafted, in consultation with USAID, to provide guidance to the Board, to include duties and responsibilities, terms of office, and selection of new members. It is anticipated that among the duties and responsibilities of the Board will be to oversee the process by which scholarship applicants are selected, monitoring progress toward attainment of program and management objectives, so as to offer suggestions on improvements. For example, these may include overseeing the success of the applicant selection process as measured by the ability of applicants to complete their program of studies, overseeing the financial management of the fund as measured by the return on investment of the fund, overseeing the progress made in building the capacity of the Kardan University administration to take over the management of the fund, etc.

**Transition Plan**

With assistance from the Borlaug Institute, we expect that Kardan University will develop and implement a transition plan to ensure effective transfer of the PSE from Texas A&M to Kardan University at the end of 5 years. We will do our due diligence through capacity building, a close-working relationship with Kardan, and through the examination of lessons learned and monitoring and evaluation activities to do all we can so that this proves to be the outcome.

**III. MOBILIZATION PLAN**

The following table contains the elements of the plan to get the program started once the award has been fully executed.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Tasks</th>
<th>Timeline</th>
<th>Resources</th>
<th>Outputs &amp; Results</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilize key personnel, essential staff, and headquarters support</td>
<td>Hold kick-off meeting at Borlaug Institute (BIIA) headquarters in the U.S.</td>
<td>7 days</td>
<td>BIIA project start-up check list</td>
<td>Draft mobilization plan with roles and timelines established</td>
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<tr>
<td></td>
<td>Deploy start-up team to office in Afghanistan</td>
<td>15 days</td>
<td>BIIA &amp; BIIA PSE key personnel</td>
<td>Staff on the ground in Kabul with support team from BIIA headquarters and security firm</td>
</tr>
<tr>
<td>Task</td>
<td>Time</td>
<td>Outcomes</td>
<td></td>
<td></td>
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<tr>
<td>----------------------------------------------------------------------</td>
<td>---------</td>
<td>-----------------------------------------------------------------------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Finalize offers and hire essential local staff</td>
<td>30 days</td>
<td>BIIA &amp; BIIA PSE staff All staff hired</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Component leads are fully mobilized</td>
<td>45 days</td>
<td>Key and essential staff in place, HR processes in place, wider hiring begins</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pursue project specific registration formalities in line with Afghanistan law</td>
<td>90 days</td>
<td>Registration complete</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Setup project finance and administrative systems and procedures</td>
<td>30 days</td>
<td>Completed security manual and procedures</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Create project security manual in line with BIIA security policies</td>
<td>30 days</td>
<td>BIIA security process and security contractor</td>
<td></td>
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</tr>
<tr>
<td>Introduce finance and administrative personnel to procedures and open bank account in Kabul</td>
<td>30 days</td>
<td>Bank account opened and funded and project able to initiate financial transactions (this assumes that USAID provides an advance; otherwise it may need to wait until first proceeds from endowment are received)</td>
<td></td>
<td></td>
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<tr>
<td>Set up project files</td>
<td>30 days</td>
<td>Secure, central repository for all project documentation, records, and deliverables</td>
<td></td>
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<tr>
<td>Prepare required program reports.</td>
<td>45 days</td>
<td>Approved Annual Implementation Plan</td>
<td></td>
<td></td>
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<tr>
<td>Plan</td>
<td>Time</td>
<td>Responsible Party</td>
<td>Approval</td>
<td></td>
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</tr>
<tr>
<td>Develop and submit Environment Risk Mitigation Plan</td>
<td>45 days</td>
<td>BIIA staff, PSE staff, and USAID</td>
<td>Approved Environmental Risk Mitigation Plan</td>
<td></td>
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<tr>
<td>Security Plan</td>
<td>45 days</td>
<td>USAID</td>
<td>Approved Security Plan</td>
<td></td>
</tr>
<tr>
<td>Develop and submit Final Continuity of Operations Plan</td>
<td>45 days</td>
<td>BIIA staff, PSE staff, and USAID</td>
<td>Approved Continuity of Operations Plan</td>
<td></td>
</tr>
<tr>
<td>Task</td>
<td>Timeline</td>
<td>Responsible Parties</td>
<td>Approval</td>
<td></td>
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<tr>
<td>Develop and submit Gender Action Plan</td>
<td>60 days</td>
<td>BIIA staff, PSE staff, and USAID</td>
<td>Approved Gender Action Plan</td>
<td></td>
</tr>
<tr>
<td>Develop and submit Sustainability Plan</td>
<td>60 days</td>
<td>BIIA staff, PSE staff, and USAID</td>
<td>Approved Sustainability Plan</td>
<td></td>
</tr>
<tr>
<td>Develop and submit Final Environmental &amp; Mitigation Plan (EMMP)</td>
<td>60 days</td>
<td>BIIA staff, PSE staff, and USAID</td>
<td>Approved EMMP</td>
<td></td>
</tr>
<tr>
<td>Finalize Activity Monitoring, Evaluation, and Learning plan (AMELP), including standards and tools to measure performance</td>
<td>90 days</td>
<td>BIIA &amp; BIIA PSE staff</td>
<td>Approved AMELP</td>
<td></td>
</tr>
<tr>
<td>and activity progress</td>
<td>120 days</td>
<td>BIIA &amp; BIIA PSE staff</td>
<td>Approved computer-based M&amp;E system in place</td>
<td></td>
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<tr>
<td>Develop a computer-based M&amp;E System</td>
<td>15 days</td>
<td>Mobilization plan, start-up checklist, proposal</td>
<td>Subcontractor input obtained for Year One work plan</td>
<td></td>
</tr>
<tr>
<td>Define roles and engage with subcontractors</td>
<td>30-45 days</td>
<td>BIIA templates for quarterly reports, quarterly financial reports, trip reports, work plan</td>
<td>Agreed formal and level of detail for project quarterly reporting as well as events calendar</td>
<td></td>
</tr>
<tr>
<td>Develop templates for key deliverables</td>
<td>45 days</td>
<td>BIIA and BIIA PSE staff and local partners</td>
<td>Complete Year 1 work plan</td>
<td></td>
</tr>
<tr>
<td>Develop and submit Year One work plan</td>
<td>90 days</td>
<td>BIIA and BIIA PSE staff and local partners</td>
<td>Complete M&amp;E plans</td>
<td></td>
</tr>
<tr>
<td>Develop and submit M&amp;E plans</td>
<td>60 days</td>
<td>BIIA staff, PSE staff, and USAID</td>
<td>Approved Branding and Marking Plan</td>
<td></td>
</tr>
<tr>
<td>Activity</td>
<td>Duration</td>
<td>Deliverable</td>
<td>Description</td>
<td></td>
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</tr>
<tr>
<td>Develop initial project brief for sharing with key counterparts at Kardan University, establish Kardan University PSE Committee (KUPC)</td>
<td>45 days</td>
<td>Proposal</td>
<td>Initial communication brief to promote understanding of project</td>
<td></td>
</tr>
<tr>
<td>Launch PSE program</td>
<td>60 days</td>
<td>USAID guidance, agenda and descriptions of other launch events, venue and graphics</td>
<td>PSE project will have wide recognition amongst key government and other stakeholders and the international community</td>
<td></td>
</tr>
</tbody>
</table>

[END OF ATTACHMENT B]
ATTACHMENT C – MANDATORY STANDARD PROVISIONS

MANDATORY STANDARD PROVISIONS FOR U.S. NONGOVERNMENTAL ORGANIZATIONS

The Agreement incorporates the following Standard Provisions as set forth in ADS Chapter 303 and applies for the administration of Assistance Award to U.S Nongovernmental Organizations. The full texts of these Mandatory Standard Provisions can be found at the website indicated here and are set forth as part of Attachment C of this Award. (http://inside.usaid.gov/ADS/300/303maa.pdf).

➤ MANDATORY STANDARD PROVISIONS FOR U.S. NONGOVERNMENTAL ORGANIZATIONS

M1. APPLICABILITY OF 2 CFR 200 and 2 CFR 700 (DECEMBER 2014)
M2. INELIGIBLE COUNTRIES (MAY 1986)
M3. NONDISCRIMINATION (JUNE 2012)
M4. AMENDMENT OF AWARD (JUNE 2012)
M5. NOTICES (JUNE 2012)
M6. SUBAWARDS AND CONTRACTS (DECEMBER 2014)
M7. OMB APPROVAL UNDER THE PAPERWORK REDUCTION ACT (DECEMBER 2014)
M8. USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (JUNE 2012)
M9. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (JUNE 2012)
M10. DRUG-FREE WORKPLACE (JUNE 2012)
M11. EQUAL PARTICIPATION BY FAITH-BASED ORGANIZATIONS (JUNE 2016)
M12. PREVENTING TERRORIST FINANCING-IMPLEMENTATION OF E.O. 13224 (AUG 2013)
M13. MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE (DECEMBER 2014)
M14. REGULATIONS GOVERNING EMPLOYEES (JUNE 2018)
M15. CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY (NOV 1985)
M16. USE OF POUCH FACILITIES (AUGUST 1992)
M17. TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (DECEMBER 2014)
M18. OCEAN SHIPMENT OF GOODS (JUNE 2012)
M19. VOLUNTARY POPULATION PLANNING ACTIVITIES – MANDATORY REQUIREMENTS (MAY 2006)
M20. TRAFFICKING IN PERSONS (APRIL 2016)
M21. SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND PUBLICATIONS (JUNE 2012)
M.22 LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2013)
M.23 USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ASSISTANCE (JULY 2014)
M.24 PILOT PROGRAM FOR ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS (SEPTEMBER 2014)
M.25 SUBMISSION OF DATABSET TO THE DEVELOPMENT DATA LIBRARY (OCTOBER 2014)
M.26 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (MAY 2017)
M.27 CHILD SAFEGUARDING (JUNE 2015)
M.28 MANDATORY DISCLOSURE (JULY 2015)
M.29 NONDISCRIMINATION AGAINST BENEFICIARIES (NOVEMBER 2016)
M.30 CONFLICT OF INTEREST (AUGUST 2018)

M1. APPLICABILITY OF 2 CFR 200 and 2 CFR 700 (DECEMBER 2014)

a. All provisions of 2 CFR 200 and 2 CFR 700 and all Standard Provisions attached to this agreement are applicable to the Recipient and to subrecipients which meet the definition of “Recipient” in part 200.86, unless a section specifically excludes a subrecipient from coverage. The Recipient must assure that subrecipients have copies of all the attached standard provisions.

b. For any subawards made with Non-U.S. subrecipients the Recipient must include the applicable “Standard Provisions for Non-US Nongovernmental Organizations.” Recipients are required to ensure compliance with monitoring procedures in accordance with 2 CFR 200 and 2 CFR 700.

[END OF PROVISION]

M2. INELIGIBLE COUNTRIES (MAY 1986)

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

[END OF PROVISION]

M3. NONDISCRIMINATION (JUNE 2012)

No U.S. citizen or legal resident shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the basis of race, color, national origin, age, disability, or sex under any program or activity funded by this award when work under the grant is performed in the U.S. or when employees are recruited from the U.S.

Additionally, USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination, including harassment, in its own workplace on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran’s status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee.

In addition, the Agency strongly encourages its Recipients and their subrecipients and vendors (at all tiers), performing both in the U.S. and overseas, to develop and enforce comprehensive nondiscrimination policies for their workplaces that include protection for all their employees on these expanded bases, subject to applicable law.
M4. AMENDMENT OF AWARD (JUNE 2012)

This award may only be amended in writing, by formal amendment or letter, signed by the Agreement Officer (AO), and in the case of a bilateral amendment, by the AO and an authorized official of the Recipient.

M5. NOTICES (JUNE 2012)

Any notice given by USAID or the Recipient is sufficient only if in writing and delivered in person, mailed or e-mailed as follows:

(1) To the USAID Agreement Officer, at the address specified in this award; or

(2) To the Recipient, at the Recipient's address shown in this award, or to such other address specified in this award.

M6. SUBAWARDS AND CONTRACTS (DECEMBER 2014)

a. Sub awardees and contractors have no relationship with USAID under the terms of this award. All required USAID approvals must be directed through the Recipient to USAID.

b. Notwithstanding any other term of this award, sub awardees and contractors have no right to submit claims directly to USAID and USAID assumes no liability for any third party claims against the Recipient.

M7. OMB APPROVAL UNDER THE PAPERWORK REDUCTION ACT (DECEMBER 2014)

Information collection requirements imposed by this award are covered by OMB approval number 0412-0510; the current expiration date is 04/30/2005. The Standard Provisions containing the requirement and an estimate of the public reporting burden (including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information) are

<table>
<thead>
<tr>
<th>Standard Provision</th>
<th>Burden Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Air Travel and Transportation</td>
<td>1 (hour)</td>
</tr>
<tr>
<td>Ocean Shipment of Goods</td>
<td>.5</td>
</tr>
</tbody>
</table>
Patent Rights                  .5
Publications                  .5
Negotiated Indirect Cost Rates - (Predetermined and Provisional) 1
Voluntary Population Planning .5
Protection of the Individual as a 1

Research Subject

2 CFR 200 Burden Estimate
2 CFR 200.317 - 326, Procurement Standards 1
2 CFR 200.310 - 315, Property Standards 1.5

Comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, may be sent to the Bureau for Management, Office of Acquisition and Assistance, Policy Division (M/OAA/P), U.S. Agency for International Development, Washington, DC 20523 and to the Office of Management and Budget, Paperwork Reduction Project (0412-0510), Washington, DC 20503.

[END OF PROVISION]

M8. USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (JUNE 2012)

a. This provision is not applicable to commodities or services that the Recipient provides with private funds as part of a cost-sharing requirement, or with Program Income generated under this award.

b. Ineligible and Restricted Commodities and Services:

(1) Ineligible Commodities and Services. The Recipient must not, under any circumstances, procure any of the following under this award:

(i) Military equipment,
(ii) Surveillance equipment,
(iii) Commodities and services for support of police or other law enforcement activities,
(iv) Abortion equipment and services,
(v) Luxury goods and gambling equipment, or
(vi) Weather modification equipment.

(2) Ineligible Suppliers. Any firms or individuals that do not comply with the requirements in Standard Provision, “Debarment, Suspension and Other Responsibility Matters” and Standard Provision, “Preventing Terrorist Financing” must not be used to provide any commodities or services funded under this award.
(3) Restricted Commodities. The Recipient must obtain prior written approval of the Agreement Officer (AO) or comply with required procedures under an applicable waiver, as provided by the AO when procuring any of the following commodities:

(i) Agricultural commodities,
(ii) Motor vehicles,
(iii) Pharmaceuticals,
(iv) Pesticides,
(v) Used equipment,
(vi) U.S. Government-owned excess property, or
(vii) Fertilizer.

c. Source and Nationality:

Except as may be specifically approved in advance by the AO, all commodities and services that will be reimbursed by USAID under this award must be from the authorized geographic code specified in this award and must meet the source and nationality requirements set forth in 22 CFR 228. If the geographic code is not specified, the authorized geographic code is 937. When the total value of procurement for commodities and services during the life of this award is valued at $250,000 or less, the authorized geographic code for procurement of all goods and services to be reimbursed under this award is code 935. For a current list of countries within each geographic code, see: [http://inside.usaid.gov/ADS/300/310.pdf](http://inside.usaid.gov/ADS/300/310.pdf).

d. Guidance on the eligibility of specific commodities and services may be obtained from the AO. If USAID determines that the Recipient has procured any commodities or services under this award contrary to the requirements of this provision, and has received payment for such purposes, the AO may require the Recipient to refund the entire amount of the purchase.

e. This provision must be included in all sub agreements, including sub awards and contracts, which include procurement of commodities or services.

[END OF PROVISION]

M9. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (JUNE 2012)

a. The Recipient agrees to notify the Agreement Officer (AO) immediately upon learning that it or any of its principals:

(1) Are presently excluded or disqualified from covered transactions by any Federal department or agency;

(2) Have been convicted within the preceding three-year period preceding this proposal; been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust
statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;

(3) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph a.(2); and

(4) Have had one or more public transactions (Federal, State, or local) terminated for cause or default within the preceding three years.

b. The Recipient agrees that, unless authorized by the AO, it will not knowingly enter into any sub agreements or contracts under this award with a person or entity that is included on the Excluded Parties List System (www.epls.gov/). The Recipient further agrees to include the following provision in any sub agreements or contracts entered into under this award:

DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (JUNE 2012)

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

c. The policies and procedures applicable to debarment, suspension, and ineligibility under USAID-financed transactions are set forth in Subpart C of 2 CFR Section 180, as supplemented by 2 CFR 780.

[END OF PROVISION]

M10. DRUG-FREE WORKPLACE (JUNE 2012)


[END OF PROVISION]

M11. EQUAL PARTICIPATION BY FAITH-BASED ORGANIZATIONS (JUNE 2016)

a. Faith-Based Organizations Encouraged

Faith-based organizations are eligible, on the same basis as any other organization, to participate in any USAID program for which they are otherwise eligible. Neither USAID nor entities that make and administer sub awards of USAID funds shall discriminate for or against an organization on the basis of the organization’s religious character or affiliation. Additionally, religious organizations
shall not be disqualified from participating in USAID programs because such organizations are motivated or influenced by religious faith to provide social services, or because of their religious character or affiliation.

Decisions about awards of USAID financial assistance must be free from political interference or even the appearance of such interference. Awards must be made on the basis of merit, not the basis of the religious affiliation of an applicant, or lack thereof. A faith-based organization may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, within the limits contained in this provision. For more information, see the USAID Faith-Based and Community Initiatives Web site and 22 CFR 205.1.

b. Explicitly Religious Activities Prohibited.

(1) Explicitly religious activities include activities that involve overt religious content such as worship, religious instruction, prayer, or proselytization.

(2) The Recipient must not engage in explicitly religious activities as part of the programs or services directly funded with financial assistance from USAID. If the Recipient engages in explicitly religious activities, the activities must be offered separately, in time or location, from any programs or services directly funded by this award, and participation must be voluntary for beneficiaries of the programs or services funded with USAID assistance.

(3) These restrictions apply equally to religious and secular organizations. All organizations that participate in USAID programs, as Recipients or sub awardees, including religious ones, must carry out eligible activities in accordance with all program requirements and other applicable requirements governing USAID-funded activities.

(4) Notwithstanding the restrictions of b.(1) and (2), a religious organization that participates in USAID-funded programs or services:

   (i) May retain its independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use direct financial assistance from USAID to support or engage in any explicitly religious activities or in any other manner prohibited by law;

   (ii) May use space in its facilities, without removing religious art, icons, scriptures, or other religious symbols; and

   (iii) May retain its authority over its internal governance, and may retain religious terms in its organization’s name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

c. Implementation in accordance with the Establishment Clause: Nothing in this provision shall be construed as authorizing the use of USAID funds for activities that are not permitted by Establishment Clause jurisprudence or otherwise by law.
d. Discrimination Based on Religion Prohibited: The Recipient must not, in providing services, discriminate against a program beneficiary or potential program beneficiary on the basis of religion or religious belief, refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

e. A religious organization's exemption from the Federal prohibition on employment discrimination on the basis of religion, set forth in Sec. 702(a) of the Civil Rights Act of 1964, 42 U.S.C. 2000e–1 is not forfeited when the organization receives financial assistance from USAID.

f. The Secretary of State may waive the requirements of this section in whole or in part, on a case-by-case basis, where the Secretary determines that such waiver is necessary to further the national security or foreign policy interests of the United States.

g. This provision must be included in all sub awards under this award.

[END OF PROVISION]

M12. PREVENTING TERRORIST FINANCING -- IMPLEMENTATION OF E.O. 13224 (AUGUST 2013)

a. The Recipient must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx or the United Nations Security designation list (online at: http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml).

b. This provision must be included in all sub agreements, including sub awards and contracts issued under this award.

[END OF PROVISION]

M13. MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE (DECEMBER 2014)

a. The USAID Identity is the official marking for USAID, comprised of the USAID logo and brandmark with the tagline “from the American people,” unless amended by USAID to include additional or substitute use of a logo or seal and tagline representing a presidential initiative or other high level interagency initiative. The USAID Identity (including any required presidential initiative or related identity) is on the USAID Web site at www.usaid.gov/branding. Recipients must use the USAID Identity, of a size and prominence equivalent to or greater than any other identity or logo displayed, to mark the following:

(1) Programs, projects, activities, public communications, and commodities partially or fully funded by USAID;
(2) Program, project, or activity sites funded by USAID, including visible infrastructure projects or other physical sites;

(3) Technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities, promotional, informational, media, or communications products funded by USAID;

(4) Commodities, equipment, supplies, and other materials funded by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs; and

(5) Events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences and other public activities. If the USAID Identity cannot be displayed, the Recipient is encouraged to otherwise acknowledge USAID and the support of the American people.

b. The Recipient must implement the requirements of this provision following the approved Marking Plan in the award.

c. The AO may require a preproduction review of program materials and “public communications” (documents and messages intended for external distribution, including but not limited to correspondence; publications; studies; reports; audio visual productions; applications; forms; press; and promotional materials) used in connection with USAID-funded programs, projects or activities, for compliance with an approved Marking Plan.

d. The Recipient is encouraged to give public notice of the receipt of this award and announce progress and accomplishments. The Recipient must provide copies of notices or announcements to the Agreement Officer’s Representative (AOR) and to USAID’s Office of Legislative and Public Affairs in advance of release, as practicable. Press releases or other public notices must include a statement substantially as follows:

“The U.S. Agency for International Development administers the U.S. foreign assistance program providing economic and humanitarian assistance in more than 80 countries worldwide.”

e. Any “public communication” in which the content has not been approved by USAID must contain the following disclaimer:

“This study/report/audio/visual/other information/media product (specify) is made possible by the generous support of the American people through the United States Agency for International Development (USAID). The contents are the responsibility of [insert Recipient name] and do not necessarily reflect the views of USAID or the United States Government.”

f. The Recipient must provide the USAID AOR with two copies of all program and communications materials produced under this award.
g. The Recipient may request an exception from USAID marking requirements when USAID marking requirements would:

(1) Compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials;

(2) Diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent;

(3) Undercut host-country government “ownership” of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications;

(4) Impair the functionality of an item;

(5) Incur substantial costs or be impractical;

(6) Offend local cultural or social norms, or be considered inappropriate; or

(7) Conflict with international law.

h. The Recipient may submit a waiver request of the marking requirements of this provision or the Marking Plan, through the AOR, when USAID-required marking would pose compelling political, safety, or security concerns, or have an adverse impact in the cooperating country.

(1) Approved waivers “flow down” to subawards and contracts unless specified otherwise. The waiver may also include the removal of USAID markings already affixed, if circumstances warrant.

(2) USAID determinations regarding waiver requests are subject to appeal by the Recipient, by submitting a written request to reconsider the determination to the cognizant Assistant Administrator.

i. The Recipient must include the following marking provision in any subawards entered into under this award:

“As a condition of receipt of this subaward, marking with the USAID Identity of a size and prominence equivalent to or greater than the Recipient’s, subrecipient’s, other donor’s, or third party’s is required. In the event the Recipient chooses not to require marking with its own identity or logo by the subrecipient, USAID may, at its discretion, require marking by the subrecipient with the USAID Identity.”

[END OF PROVISION]
a. While working overseas, the Recipient's employees who are not citizens of the cooperating country must maintain private status, and may not rely on local U.S. Government offices or facilities for support while under this award.

b. The sale of personal property or automobiles by the Recipient’s non-cooperating country citizen employees and their dependents in the foreign country to which they are assigned, are subject to the same limitations and prohibitions that apply to direct-hire USAID personnel employed by the Mission, including the rules contained in 22 CFR 136, except as this may conflict with host government regulations.

c. Other than work to be performed under this award for which an employee is assigned by the Recipient, employees of the Recipient who are not citizens of the cooperating country must not engage directly or indirectly, either in the individual's own name or in the name or through an agency of another person, in any business, profession, or occupation in the foreign countries to which the individual is assigned. In addition, the individual must not make loans or investments to or in any business, profession, or occupation in the foreign countries to which the individual is assigned.

d. The Recipient's employees who are not citizens of the cooperating country, while in a foreign country, are expected to show respect for its conventions, customs, and institutions, to abide by its applicable laws and regulations, and not to interfere in its internal political affairs.

e. In accordance with the internal control requirements in 2 CFR 200.303, which require the Recipient to establish standards of conduct for its employees, the Recipient must ensure that all its employees adhere to these standards of conduct in a manner consistent with the standards for United Nations (UN) employees in Section 3 of the UN Secretary-General’s Bulletin - Special Measures for Protection from Sexual Exploitation and Sexual Abuse (ST/SGB/2003/13).

f. If the Recipient determines that the conduct of any Recipient employee is not in accordance with the preceding paragraphs, the Recipient's Chief of Party must consult with the Agreement Officer and the USAID Mission Director, and the employee involved, and must recommend to the Recipient a course of action with regard to such employee.

g. The parties recognize the rights of the U.S. Ambassador to direct the removal from a country of any U.S. citizen, or the discharge from this award of any individual (U.S., third-country, or cooperating-country national) when, in the discretion of the Ambassador, the interests of the United States so require.

h. If it is determined, under paragraph (f) or (g) above, that the services of such employee should be terminated, the Recipient must use its best efforts to cause the return of such employee to the United States, or third-country point of origin, as appropriate, and replace the employee with an acceptable substitute at no cost to USAID.
i. Any matters relating to subrecipients, including the employees of subrecipients, must be coordinated through the Recipient’s Chief of Party.

[END OF PROVISION]

M15. CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY (NOVEMBER 1985)

Upon arrival in the cooperating country, and from time to time as appropriate, the Recipient's chief of party must consult with the Mission Director who must provide, in writing, the procedure the Recipient and its employees must follow in the conversion of United States dollars to local currency. This may include, but is not limited to, the conversion of currency through the cognizant United States Disbursing Officer or Mission Controller, as appropriate.

[END OF PROVISION]

M16. USE OF POUCH FACILITIES (AUGUST 1992)

a. Use of diplomatic pouch is controlled by the Department of State. The Department of State has authorized the use of pouch facilities for USAID Recipients and their employees as a general policy, as detailed in items (1) through (6) below. However, the final decision regarding use of pouch facilities rests with the Embassy or USAID Mission. In consideration of the use of pouch facilities, the Recipient and its employees agree to indemnify and hold harmless, the Department of State and USAID for loss or damage occurring in pouch transmission:

(1) Recipients and their employees are authorized use of the pouch for transmission and receipt of up to a maximum of .9 kgs per shipment of correspondence and documents needed in the administration of assistance programs.

(2) U.S. citizen employees are authorized use of the pouch for personal mail up to a maximum of .45 kgs per shipment (but see a.(3) below).

(3) Merchandise, parcels, magazines, or newspapers are not considered to be personal mail for purposes of this standard provision and are not authorized to be sent or received by pouch.

(4) Official and personal mail pursuant to a.(1) and (2) above sent by pouch should be addressed as follows:

   Name of individual or organization (followed by letter symbol "G")
   City Name of post (USAID/______)
   Agency for International Development
   Washington, DC 20523-0001

(5) Mail sent via the diplomatic pouch may not be in violation of U.S. Postal laws and may not contain material ineligible for pouch transmission.
(6) Recipient personnel are NOT authorized use of military postal facilities (APO/FPO). This is an Adjutant General's decision based on existing laws and regulations governing military postal facilities and is being enforced worldwide.

b. The Recipient is responsible for advising its employees of this authorization, these guidelines, and limitations on use of pouch facilities.

c. Specific additional guidance on grantee use of pouch facilities in accordance with this standard provision is available from the Post Communication Center at the Embassy or USAID Mission.

[END OF PROVISION]

M17. TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (DECEMBER 2014)

a. TRAVEL COSTS

All travel costs must comply with the applicable cost principles and must be consistent with those normally allowed in like circumstances in the Recipient's non-USAID-funded activities. Costs incurred by employees and officers for travel, including air fare, costs of lodging, other subsistence, and incidental expenses, may be considered reasonable and allowable only to the extent such costs do not exceed reasonable charges normally allowed by the Recipient in its regular operations as the result of the Recipient organization's written travel policy and are within the limits established by the applicable cost principles.

In the absence of a reasonable written policy regarding international travel costs, the standard for determining the reasonableness of reimbursement for international travel costs will be the Standardized Regulations (Government Civilians, Foreign Areas), published by the U.S. Department of State, as from time to time amended. The most current Standardized Regulations on international travel costs may be obtained from the AO. In the event that the cost for air fare exceeds the customary standard commercial airfare (coach or equivalent) or the lowest commercial discount airfare, the Recipient must document one of the allowable exceptions from the applicable cost principles.

b. FLY AMERICA ACT RESTRICTIONS

(1) The Recipient must use U.S. Flag Air Carriers for all international air transportation (including personal effects) funded by this award pursuant to the Fly America Act and its implementing regulations to the extent service by such carriers is available.

(2) In the event that the Recipient selects a carrier other than a U.S. Flag Air Carrier for international air transportation, in order for the costs of such international air transportation to be allowable, the Recipient must document such transportation in accordance with this provision and maintain such documentation pursuant to the Standard Provision, “Accounting, Audit and Records.” The documentation must use one of the following reasons or other exception under the Fly America Act:
(i) The Recipient uses a European Union (EU) flag air carrier, which is an airline operating from an EU country that has signed the US-EU “Open Skies” agreement (http://www.state.gov/e/eb/rls/othr/ata/i/ic/170684.htm).

(ii) Travel to or from one of the following countries on an airline of that country when no city pair fare is in effect for that leg (see http://apps.fas.gsa.gov/citypairs/search/):

a. Australia on an Australian airline,
b. Switzerland on a Swiss airline, or
c. Japan on a Japanese airline;

(iii) Only for a particular leg of a route on which no US Flag Air Carrier provides service on that route;
(iv) For a trip of 3 hours or less, the use of a US Flag Air Carrier at least doubles the travel time;
(v) If the US Flag Air Carrier offers direct service, use of the US Flag Air Carrier would increase the travel time by more than 24 hours; or
(vi) If the US Flag Air Carrier does not offer direct service,

a. Use of the US Flag Air Carrier increases the number of aircraft changes by 2 or more,
b. Use of the US Flag Air Carrier extends travel time by 6 hours or more, or
c. Use of the US Flag Air Carrier requires a layover at an overseas interchange of 4 hours or more.

C. DEFINITIONS

The terms used in this provision have the following meanings:

(1) “Travel costs” means expenses for transportation, lodging, subsistence (meals and incidentals), and related expenses incurred by employees who are on travel status on official business of the Recipient for any travel outside the country in which the organization is located. “Travel costs” do not include expenses incurred by employees who are not on official business of the Recipient, such as rest and recuperation (R&R) travel offered as part of an employee’s benefits package that are consistent with the Recipient’s personnel and travel policies and procedures.

(2) “International air transportation” means international air travel by individuals (and their personal effects) or transportation of cargo by air between a place in the United States and a place outside thereof, or between two places both of which are outside the United States.

(3) "U.S. Flag Air Carrier" means an air carrier on the list issued by the U.S. Department of Transportation at http://ostpxweb.dot.gov/aviation/certific/certlist.htm. U.S. Flag Air Carrier service also includes service provided under a code share agreement with another air carrier when the ticket, or documentation for an electronic ticket, identifies the U.S. flag air carrier’s designator code and flight number.

(4) For this provision, the term “United States” includes the fifty states, Commonwealth of Puerto Rico, possessions of the United States, and the District of Columbia.
d. SUBAWARDS AND CONTRACTS

This provision must be included in all sub awards and contracts under which this award will finance international air transportation.

[END OF PROVISION]

M18. OCEAN SHIPMENT OF GOODS (JUNE 2012)

a. Prior to contracting for ocean transportation to ship goods purchased or financed with USAID funds under this award, the Recipient must contact the office below to determine the flag and class of vessel to be used for shipment:

U.S. Agency for International Development,
Office of Acquisition and Assistance, Transportation Division
1300 Pennsylvania Avenue, NW
Washington, DC 20523-7900
Email: oceantransportation@usaid.gov

b. This provision must be included in all sub agreements, including sub wards and contracts.

[END OF PROVISION]

M19. VOLUNTARY POPULATION PLANNING ACTIVITIES - MANDATORY REQUIREMENTS (MAY 2006)

Requirements for Voluntary Sterilization Programs

(1) Funds made available under this award must not be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

Prohibition on Abortion-Related Activities:

(1) No funds made available under this award will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term “motivate,” as it relates to family planning assistance, must not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

(2) No funds made available under this award will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary
sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.

[END OF PROVISION]

M20. TRAFFICKING IN PERSONS (APRIL 2016)

a. The Recipient, sub awardee, or contractor, at any tier, or their employees, labor recruiters, brokers or other agents, must not engage in:

(1) 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 this award;

(2) Procurement of a commercial sex act during the period of this award;

(3) Use of forced labor in the performance of this award;

(4) 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:

a) Exempted from the requirement to provide or pay for such return transportation by USAID under this award; or

b) 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.

b. In the event of a violation of section (a) of this provision, USAID is authorized to terminate this award, without penalty, and 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).

c. If the estimated value of services required to be performed under the award outside the United States exceeds $500,000, the Recipient must submit to the Agreement Officer, the annual
“Certification regarding Trafficking in Persons, Implementing Title XVII of the National Defense Authorization Act for Fiscal Year 2013” as required prior to this award, and must implement a compliance plan to prevent the activities described above in section (a) of this provision. The Recipient must provide a copy of the compliance plan to the Agreement Officer upon request and must post the useful and relevant contents of the plan or related materials on its website (if one is maintained) and at the workplace.

d. The Recipient’s compliance plan must be appropriate to the size and complexity of the award and to the nature and scope of the activities, including the number of non-United States citizens expected to be employed. The plan must include, at a minimum, the following:

(1) An awareness program to inform employees about the trafficking related prohibitions included in this provision, the activities prohibited and the action that will be taken against the employee for violations.

(2) A reporting process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking, including a means to make available to all employees the Global Human Trafficking Hotline at 1-844-888-FREE and its e-mail address at help@befree.org.

(3) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging of recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(4) A housing plan, if the Recipient or any subawardee intends to provide or arrange housing. The housing plan is required to meet any host-country housing and safety standards.

(5) Procedures for the Recipient to prevent any agents or subawardee at any tier and at any dollar value from engaging in trafficking in persons activities described in section a of this provision. The Recipient must also have procedures to monitor, detect, and terminate any agents or subawardee or subawardee employees that have engaged in such activities.

e. If the Recipient receives any credible information regarding a violation listed in section a(1)-(4) of this provision, the Recipient must immediately notify the cognizant Agreement Officer and the USAID Office of the Inspector General; and must fully cooperate with any Federal agencies responsible for audits, investigations, or corrective actions relating to trafficking in persons.

f. The Agreement Officer may direct the Recipient to take specific steps to abate an alleged violation or enforce the requirements of a compliance plan.

g. For purposes of this provision, “employee” means an individual who is engaged in the performance of this award as a direct employee, consultant, or volunteer of the Recipient or any sub Recipient.

h. The Recipient must include in all sub awards and contracts a provision prohibiting the conduct described in section a(1)-(4) by the sub Recipient, contractor, or any of their employees, or any agents. The Recipient must also include a provision authorizing the Recipient to terminate the award as described in section b of this provision.
M21. SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND PUBLICATIONS (JUNE 2012)

a. Submissions to the Development Experience Clearinghouse (DEC).

1) The Recipient must provide the Agreement Officer’s Representative one copy of any Intellectual Work that is published, and a list of any Intellectual Work that is not published.

2) In addition, the Recipient must submit Intellectual Work, whether published or not, to the DEC, either on-line (preferred) or by mail. The Recipient must review the DEC Web site for submission instructions, including document formatting and the types of documents to submit. Submission instructions can be found at: http://dec.usaid.gov.

3) For purposes of submissions to the DEC, Intellectual Work includes all works that document the implementation, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the Recipient under the award, whether published or not. The term does not include the Recipient’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

4) Each document submitted should contain essential bibliographic information, such as 1) descriptive title; 2) author(s) name; 3) award number; 4) sponsoring USAID office; 5) development objective; and 6) date of publication.

5) The Recipient must not submit to the DEC any financially sensitive information or personally identifiable information, such as social security numbers, home addresses and dates of birth. Such information must be removed prior to submission. The Recipient must not submit classified documents to the DEC.

b. In the event award funds are used to underwrite the cost of publishing, in lieu of the publisher assuming this cost as is the normal practice, any profits or royalties up to the amount of such cost must be credited to the award unless the schedule of the award has identified the profits or royalties as program income.

M22. LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2013)

a) Construction is not eligible for reimbursement under this award unless specifically identified in paragraph d) below.
b) Construction means —construction, alteration, or repair (including dredging and excavation) of buildings, structures, or other real property and includes, without limitation, improvements, renovation, alteration and refurbishment. The term includes, without limitation, roads, power plants, buildings, bridges, water treatment facilities, and vertical structures.

c) Agreement Officers will not approve any sub awards or procurements by Recipients for construction activities that are not listed in paragraph d) below. USAID will reimburse allowable costs for only the construction activities listed in this provision not to exceed the amount specified in the construction line item of the award budget. The Recipient must receive prior written approval from the AO to transfer funds allotted for construction activities to other cost categories, or vice versa.

d) Construction is not eligible for reimbursement under this award.

e) The Recipient must include this provision in all subawards and procurements and make vendors providing services under this award and sub Recipients aware of the restrictions of this provision.

[END OF PROVISION]

M23. USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ASSISTANCE (JULY 2014)

(a) Definitions
“USAID Implementing Partner Notices (IPN) Portal for Assistance (“IPN Portal”)” means the single point where USAID posts proposed universal bilateral amendments for USAID awards, which can be accessed electronically by registered USAID Recipients. The IPN Portal is located at https://sites.google.com/site/usaidipnforassistance/. Universal amendments are those which affect all assistance awards or a designated class of awards as specified in each amendment by the IPN Portal Administrator.

“IPN Portal Administrator” means the USAID official designated by the Director, M/OAA, who has overall responsibility for managing the USAID Implementing Partner Notices Portal for Assistance.

“Universal bilateral amendment” means those amendments with revisions or new requirements or provisions that affect all awards or a designated class of awards, as specified in the Agency notification of such revisions or new requirements.

(b) By submission of an application and execution of an award, the Applicant/Recipient acknowledges the requirement to:
(1) Register with the IPN Portal if awarded an assistance award resulting from this solicitation, and
(2) Receive universal bilateral amendments to this award and general notices via the IPN Portal.

(c) Procedure to register for notifications.
Go to https://sites.google.com/site/usaidipnforassistance/ and click the “Register” button at the top of the page. Recipient representatives must use their official organization email address when subscribing, not personal email addresses.

(d) Processing of IPN Portal Amendments

The Recipient may access the IPN Portal at any time to review all IPN Portal amendments; however, the system will also notify the Recipient by email when the USAID IPN Portal Administrator posts a universal bilateral amendment for Recipient’s review and signature. Proposed USAID IPN Portal amendments distributed via the IPN Portal are applicable to all awards, unless otherwise noted in the proposed amendment.

Within 15 calendar days from receipt of the notification email from the IPN Portal, the Recipient must do one of the following:

(1) (a) verify applicability of the proposed amendment for their award(s) per the instructions provided with each amendment; (b) download the amendment and incorporate the following information on the amendment form: award number, organization name, and organization mailing address as it appears in the basic award; (c) sign the hardcopy version; and (d) send the signed amendment (by email or hardcopy) to the AO for signature. The Recipient must not incorporate any other changes to the IPN Portal amendment. Bilateral amendments provided through the IPN Portal are not effective until the both the Recipient and the AO sign the amendment;

(2) Notify the AO in writing if the amendment requires negotiation of additional changes to terms and conditions of the award; or

(3) Notify the AO that the Recipient declines to sign the amendment.

Within 30 calendar days of receipt of a signed amendment from the Recipient, the AO must provide the fully executed amendment to the Recipient or initiate discussions with the Recipient.

[END OF PROVISION]

M24. PILOT PROGRAM FOR ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS (SEPTEMBER 2014)

The requirement to comply with and inform all employees of the "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections" is retroactively effective for all assistance awards and sub awards (including subcontracts) issued beginning July 1, 2013.

The Grantee must:

1. Inform its employees working under this award in the predominant native language of the workforce that they are afforded the employee whistleblower rights and protections provided under 41 U.S.C. § 4712; and

2. Include such requirement in any sub award or subcontract made under this award.
41 U.S.C. § 4712 states that an employee of a Grantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

Whistleblowing is defined as making a disclosure "that the employee reasonably believes" is evidence of any of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract or grant (including the competition for, or negotiation of, a contract or grant).

To qualify under the statute, the employee's disclosure must be made to:

- A Member of the U.S. Congress, or a representative of a U.S. Congressional Committee;
- A cognizant U.S. Inspector General;
- The U.S. Government Accountability Office;
- A Federal employee responsible for contract or grant oversight or management at the relevant agency;
- A U.S. court or grand jury; or,
- A management official or other employee of the Grantee who has the responsibility to investigate, discover, or address misconduct

M25. SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (OCTOBER 2014)

A. Definitions. For the purpose of submissions to the DDL:

1) “Dataset” is an organized collection of structured data, including data contained in spreadsheets, whether presented in tabular or non-tabular form. For example, a Dataset may represent a single spreadsheet, an extensible mark-up language (XML) file, a geospatial data file, or an organized collection of these. This requirement does not apply to aggregated performance reporting data that the Recipient submits directly to a USAID portfolio management system or to unstructured data, such as email messages, PDF files, PowerPoint presentations, word processing documents, photos and graphic images, audio files, collaboration software, and instant messages. Neither does the requirement apply to the Recipient’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information. Datasets submitted to the DDL will generally be those generated with USAID resources and created in support of Intellectual Work that is uploaded to the Development Experience Clearinghouse (DEC) (See M21. SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND PUBLICATIONS (JUNE 2012).
2) “Intellectual Work” includes all works that document the implementation, monitoring, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the Recipient under the award, whether published or not. The term does not include the Recipient’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

B. Submissions to the Development Data Library (DDL)

(1) The Recipient must submit to the Development Data Library (DDL) at www.usaid.gov/data, in a machine-readable, non-proprietary format, a copy of any Dataset created or obtained in performance of this award, including Datasets produced by a sub awardee or a contractor at any tier. The submission must include supporting documentation describing the Dataset, such as code books, data dictionaries, data gathering tools, notes on data quality, and explanations of redactions.

(2) Unless otherwise directed by the Agreement Officer (AO) or the Agreement Officer Representative (AOR), the Recipient must submit the Dataset and supporting documentation to the DDL within thirty (30) calendar days after the Dataset is first used to produce an Intellectual Work or is of sufficient quality to produce an Intellectual Work. Within thirty (30) calendar days after award completion, the Recipient must submit to the DDL any Datasets and supporting documentation that have not previously been submitted to the DDL, along with an index of all Datasets and Intellectual Work created or obtained under the award. The Recipient must also provide to the AOR an itemized list of any and all DDL submissions. The Recipient is not required to submit the data to the DDL, when, in accordance with the terms and conditions of this award, Datasets containing results of federally funded scientific research are submitted to a publicly accessible research database. However, the Recipient must submit a notice to the DDL by following the instructions at www.usaid.gov/data, with a copy to the agreement officer representative, providing details on where and how to access the data. The direct results of federally funded scientific research must be reported no later than when the data are ready to be submitted to a peer-reviewed journal for publication, or no later than five calendar days prior to the conclusion of the award, whichever occurs earlier.

The Recipient must submit the Datasets following the submission instructions and acceptable formats found at www.usaid.gov/data.

(3) The Recipient must ensure that any Dataset submitted to the DDL does not contain any proprietary or personally identifiable information, such as social security numbers, home addresses, and dates of birth. Such information must be removed prior to submission.
(4) The Recipient must not submit classified data to the DDL.

[END OF PROVISION]

M26. PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (MAY 2017)

a) Definitions.

“Contract” has the meaning given in 2 CFR Part 200.
“Contractor” means an entity that receives a contract as defined in 2 CFR Part 200.

“Internal confidentiality agreement or statement” means a confidentiality agreement or any other written statement that the Recipient requires any of its employees or sub Recipients to sign regarding nondisclosure of Recipient information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that Recipient employees or sub Recipients sign at the behest of a Federal agency.

“Subaward” has the meaning given in 2 CFR Part 200.
“Subrecipient” has the meaning given in 2 CFR Part 200.

b) The Recipient must not require its employees, subrecipients, or contractors to sign or comply with internal confidentiality agreements or statements that prohibit or otherwise restrict employees, subrecipients, or contractors from lawfully reporting waste, fraud, or abuse related to the performance of a Federal award to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (for example, the Agency Office of the Inspector General).

c) The Recipient must notify current employees and subrecipients that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this provision, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this provision, are no longer in effect.

d) The prohibition in paragraph (b) of this provision does not contravene the requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Recipient is not in compliance with the requirements of this provision.
f) The Recipient must include the substance of this provision, including this paragraph (f), in sub awards and contracts under such awards.

[END OF PROVISION]

M27. CHILD SAFEGUARDING (June 2015)

a) Because the activities to be funded under this award may involve children, or personnel engaged in the implementation of the award may come into contact with children, these activities could raise the risk of child abuse, exploitation, or neglect within USAID-funded programs. The organization agrees to abide by the following child safeguarding core principles:

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

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

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

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

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

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

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

c) The following definitions apply for purposes of this provision:

(1) Child: A child or children are defined as persons who have not attained 18 years of age.

(2) Child abuse, exploitation, or neglect: Constitutes any form of physical abuse; emotional ill-treatment; sexual abuse; neglect or insufficient supervision; trafficking; or commercial, transactional, labor, or other exploitation resulting
in actual or potential harm to the child’s health, well-being, survival, development, or dignity. It includes, but is not limited to: any act or failure to act which results in death, serious physical or emotional harm to a child, or an act or failure to act which presents an imminent risk of serious harm to a child.

(3) Physical abuse: Constitutes acts or failures to act resulting in injury (not necessarily visible), unnecessary or unjustified pain or suffering without causing injury, harm or risk of harm to a child’s health or welfare, or death. Such acts may include, but are not limited to: punching, beating, kicking, biting, shaking, throwing, stabbing, choking, or hitting (regardless of object used), or burning. These acts are considered abuse regardless of whether they were intended to hurt the child.

(4) Sexual Abuse: Constitutes fondling a child's genitals, penetration, incest, rape, sodomy, indecent exposure, and exploitation through prostitution or the production of pornographic materials.

(5) Emotional abuse or ill treatment: Constitutes injury to the psychological capacity or emotional stability of the child caused by acts, threats of acts, or coercive tactics. Emotional abuse may include, but is not limited to: humiliation, control, isolation, withholding of information, or any other deliberate activity that makes the child feel diminished or embarrassed.

(6) Exploitation: Constitutes the abuse of a child where some form of remuneration is involved or whereby the perpetrators benefit in some manner. Exploitation represents a form of coercion and violence that is detrimental to the child’s physical or mental health, development, education, or well-being.

(7) Neglect: Constitutes failure to provide for a child's basic needs within USAID-funded activities that are responsible for the care of a child in the absence of the child's parent or guardian.

d) The Recipient must insert the provisions in (a) and (b) in all sub-awards under this award.

[END OF PROVISION]

M28. MANDATORY DISCLOSURES (July 2015)

Consistent with 2 CFR §200.113, applicants and Recipients must disclose, in a timely manner, in writing to the USAID Office of the Inspector General, with a copy to the cognizant Agreement Officer, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Sub Recipients must disclose, in a timely manner, in writing to the USAID Office of the Inspector General and to the prime Recipient (pass through entity) all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
Disclosures must be sent to:
U.S. Agency for International Development Office of the Inspector General P.O. Box 657
Washington, DC 20044-0657
Phone: 1-800-230-6539 or 202-712-1023
Email: ig.hotline@usaid.gov
URL: https://oig.usaid.gov/content/usaid-contractor-reporting-form.

Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment (See 2 CFR 180, 2 CFR 780 and 31 U.S.C. 3321).

The Recipient must include this mandatory disclosure requirement in all sub awards and contracts under this award.

[END OF PROVISION]

**M29. NONDISCRIMINATION AGAINST BENEFICIARIES (November 2016).**

(a) USAID policy requires that the Recipient not discriminate against any beneficiaries in implementation of this award, such as, but not limited to, by withholding, adversely impacting, or denying equitable access to the benefits provided through this award on the basis of any factor not expressly stated in the award. This includes, for example, race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, disability, age, genetic information, marital status, parental status, political affiliation, or veteran's status. Nothing in this provision is intended to limit the ability of the Recipient to target activities toward the assistance needs of certain populations as defined in the award.

(b) The Recipient must insert this provision, including this paragraph, in all sub awards and contracts under this award.

[END OF PROVISION]

**M30. CONFLICT OF INTEREST (August 2018)**

a. A conflict of interest in the award, administration, or monitoring of subawards arises when an employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in, or a tangible personal benefit from, a subrecipient considered for a subaward. The officers, employees, and agents of the Recipient may neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or parties to subawards. However, Recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.

b. The Recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of subawards. The standards must prohibit employees from using their positions for a purpose that constitutes or presents the appearance of a conflict of interest. The standards of conduct must
provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Recipient.

c. The Recipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means a situation in which the Recipient is unable or appears to be unable to be impartial in conducting a subaward action involving a related organization because of relationships with a parent company, affiliate, or subsidiary organization.

d. The Recipient must have a system or systems in place to identify, address, resolve, and disclose to USAID any conflicts of interest as described in this provision that affect any subaward, regardless of the amount of funding.

e. The Recipient must disclose any conflict of interest, including organizational conflicts of interest, and the Recipient’s approach for resolving the conflict of interest to the cognizant Agreement Officer for the award within ten (10) calendar days of the discovery of the conflict of interest.

f. Upon notice from the Recipient of a potential conflict of interest and the approach for resolving it, the Agreement Officer will make a determination regarding the effectiveness of the Recipient’s actions to resolve the conflict of interest within thirty (30) calendar days of receipt of the Recipient’s notice, unless the Agreement Officer advises the Recipient that a longer period is necessary.

g. The Recipient must not request payment from USAID for costs for transactions subject to the conflict of interest pending notification of USAID’s determination. The Recipient’s failure to disclose a conflict of interest may result in cost disallowances by USAID.

h. For conflicts of interest, including organizational conflicts of interest, involving contracts, the Recipient must follow 2 CFR 200.318, general procurement standards.

i. The Recipient must insert the substance of this provision, including paragraph (i), in all subawards under this award, at any subaward tier.

[End of Provision]

[END OF MANDATORY PROVISIONS]
REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR U.S. NONGOVERNMENTAL ORGANIZATIONS

The Agreement incorporates the following Applicable Standard Provisions as set forth in ADS Chapter 303 and applies for Administration of Assistance Awards to U.S Nongovernmental Organizations. The full texts of these Required as Applicable Standard Provisions can be found at the website indicated here. (http://inside.usaid.gov/ADS/300/303maa.pdf). All as applicable standard provisions were selected based on the applicability criteria to this award.

RAA1. NEGOTIATED INDIRECT COST RATES - PREDETERMINED (DECEMBER 2014)

RAA2. NEGOTIATED INDIRECT COST RATES - PROVISIONAL (Nonprofit) (DECEMBER 2014)

RAA4. EXCHANGE VISITORS AND PARTICIPANT TRAINING (JUNE 2012)

RAA8. TITLE TO AND CARE OF PROPERTY (COOPERATING COUNTRY TITLE) (NOVEMBER 1985)

RAA10. PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (JUNE 1999)

RAA11. INVESTMENT PROMOTION (NOVEMBER 2003)

RAA12. REPORTING HOST GOVERNMENT TAXES (DECEMBER 2014)

RAA13. FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JUNE 2012)

RAA17. USAID DISABILITY POLICY - ASSISTANCE (DECEMBER 2004)

RAA19. STATEMENT FOR IMPLEMENTERS OF ANTI-TRAFFICKING ACTIVITIES ON LACK OF SUPPORT FOR PROSTITUTION (JUNE 2012)

RAA20. ELIGIBILITY OF SUBRECIPIENTS OF ANTI-TRAFFICKING FUNDS (JUNE 2012)

RAA21. PROHIBITION ON THE USE OF ANTI-TRAFFICKING FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF PROSTITUTION (JUNE 2012)

RAA22. UNIVERSAL IDENTIFIER AND SYSTEM OF AWARD MANAGEMENT (JULY 2015)

RAA23. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (DECEMBER 2014)

RAA26. CONTRACT PROVISION FOR DBA INSURANCE UNDER RECIPIENT PROCUREMENTS (DECEMBER 2014)

RAA27. AWARD TERM AND CONDITION FOR RECIPIENT INTEGRITY AND PERFORMANCE MATTERS (April 2016)

RAA1. NEGOTIATED INDIRECT COST RATES - PREDETERMINED (DECEMBER 2014)

a. The allowable indirect costs must be determined by applying the predetermined indirect cost rates to the bases specified in the schedule of this award.

b. Except as otherwise provided in 2 CFR 200.414 Indirect (F&A) costs paragraph (e), a nonprofit organization which has not previously established an indirect cost rate with a Federal agency must submit its initial indirect cost proposal immediately after the organization is advised that a Federal award will be made and, in no event, later than three months after the effective date of the Federal award.
Organizations that have previously established indirect cost rates must submit a new indirect cost proposal to the cognizant agency for indirect costs within six months after the close of each fiscal year.

If USAID is the cognizant agency or no cognizant agency has been designated, the Recipient must submit four copies of the audit report, the proposed predetermined indirect cost rates, and supporting cost data to the Overhead, Special Costs, and Closeout Branch, Management Bureau, Office of Acquisition and Assistance, USAID, Washington, DC 20523-7802. The proposed rates must be based on the Recipient's actual cost experience during that fiscal year. Negotiations of predetermined indirect cost rates must begin soon after receipt of the Recipient's proposal.

c. Allowability of costs and acceptability of cost allocation methods must be determined in accordance with the applicable cost principles.

a. The results of each negotiation must be set forth in an indirect cost rate agreement signed by both parties. Such agreement is automatically incorporated into this award and must specify (1) the agreed upon predetermined rates, (2) the bases to which the rates apply, and (3) the fiscal year for which the rates apply. The indirect cost rate agreement must not change any monetary ceiling, award obligation, or specific cost allowance or disallowance provided for in this award.

b. Predetermined rate means an indirect cost rate, applicable to a specified current or future period, usually the organization's fiscal year. The rate is based on an estimate of the costs to be incurred during the period. A predetermined rate is not subject to adjustment.

c. If a dispute arises in a negotiation of an indirect cost rate between the cognizant agency for indirect costs and the nonprofit organization, the dispute must be resolved in accordance with the appeals procedures of the cognizant agency for indirect costs.

[END OF PROVISION]

RAA2. NEGOTIATED INDIRECT COST RATES - PROVISIONAL (Nonprofit) (DECEMBER 2014)

a. Provisional indirect cost rates must be established for each of the Recipient's accounting periods during the term of this award. Pending establishment of revised provisional or final rates, allowable indirect costs must be reimbursed at the rates, on the bases, and for the periods shown in the schedule of the award.

b. Organizations that have previously established indirect cost rates must submit a new indirect cost proposal to the cognizant agency for indirect costs within six months after the close of each fiscal year. Except as otherwise provided in §200.414 Indirect (F&A) costs paragraph (e) of this Part, a nonprofit organization which has not previously established an indirect cost rate with a Federal agency must submit its initial indirect cost proposal immediately after the organization is advised
that a Federal award will be made and, in no event, later than three months after the effective date of the Federal award.

If USAID is the cognizant agency or no cognizant agency has been designated, the Recipient must submit four copies of the audit report, along with the proposed final indirect cost rates and supporting cost data, to the Overhead, Special Costs, and Closeout Branch, Office of Acquisition and Assistance, USAID, Washington, DC 20523-7802. The proposed rates must be based on the Recipient's actual cost experience during that fiscal year. Negotiations of final indirect cost rates must begin soon after receipt of the Recipient’s proposal. No proposal to establish indirect (F&A) cost rates will be acceptable unless such costs have been certified by the non-profit organization using the Certificate of Indirect (F&A) Costs set forth in 2 CFR 200, Appendix IV, Section j. The certificate must be signed on behalf of the organization by an individual at a level no lower than vice president or chief financial officer for the organization.

c. Allowability of costs and acceptability of cost allocation methods must be determined in accordance with the applicable cost principles.

d. The results of each negotiation must be set forth in a written indirect cost rate agreement signed by both parties. Such agreement is automatically incorporated into this award and must specify (1) the agreed upon final rates, (2) the bases to which the rates apply, and (3) the fiscal year for which the rates apply. The agreement must not change any monetary ceiling, award obligation, or specific cost allowance or disallowance provided for in this award.

e. Pending establishment of final indirect cost rate(s) for any fiscal year, the Recipient must be reimbursed either at negotiated provisional rates or at billing rates acceptable to the Agreement Officer, subject to appropriate adjustment when the final rates for the fiscal year are established. To prevent substantial overpayment or underpayment, the provisional rate may be adjusted by the cognizant agency for indirect costs during the institution's fiscal year.

f. If a dispute arises in a negotiation of an indirect cost rate between the cognizant agency for indirect costs and the nonprofit organization, the dispute must be resolved in accordance with the appeals procedures of the cognizant agency for indirect costs.

[END OF PROVISION]

RAA4. EXCHANGE VISITORS AND PARTICIPANT TRAINING (JUNE 2012)

For any Exchange Visitor, Participant Training or Invitational Travel activities, the Recipient must comply with this provision.

a. Definitions:

(1) An **Exchange Visitor** is any host-country or third-country national traveling to the U.S., for any purpose, including Participant Training and Invitational Travel, funded by USAID in whole or in part, directly or indirectly.
(2) A **Participant** is a host-country or third-country national sponsored by USAID for a Participant Training activity taking place in the U.S., a third country, or in the host country.

(3) **Participant Training** is a learning activity conducted within the U.S., a third country, or in the host country for the purpose of furthering USAID development objectives. A learning activity takes place in a setting in which an individual (the Participant) interacts with a knowledgeable professional, predominantly for the purpose of acquiring knowledge or skills for the professional or technical enhancement of the individual. Learning activities may be formally structured, such as an academic program or a technical course, or they may be more informal, such as an observational study tour.

(4) **Invitational Travel** is a type of travel that USAID funds for non-U.S. Government employees. This type of travel may be approved for both U.S. and foreign citizens who are not employed by the U.S. Government (USG), not receiving any type of compensation from the USG for such travel, and only when it is determined that the functions to be performed are essential to the interests of USAID.

b. **Program Monitoring and Data Reporting:** The Recipient must monitor Exchange Visitors’ and Participants’ progress during their program and ensure that problems are identified and resolved quickly.


(2) For all third-country activities, and for host-country activities of two consecutive days or 16 contact hours or more in duration, the Recipient must use USAID’s official Exchange Visitor and Participant Training information system, currently called “Training Results and Information Network – TraiNet” (see [http://trainethelp.usaid.gov/](http://trainethelp.usaid.gov/)), to report and manage Participant Training data.

c. **Health and Accident Insurance:**

(1) For Exchange Visitors traveling to the United States, the Recipient must enroll Exchange Visitors in health and accident insurance coverage that meets or exceeds Department of State and USAID minimum coverage requirements as set forth in 22 CFR 62.14 and ADS 253.3.6.2. The requirements may be obtained from the Agreement Officer’s Representative.

(2) For Participants traveling to a third country, the Recipient must obtain health and accident insurance coverage for all Participants.

(3) For Participants traveling within the host country, the Recipient must determine whether specific in-country participant training activities subject them to any risk of health and accident
liability for medical costs. Participants may incur, and if so, take appropriate steps according to the local situation, including obtaining health and accident insurance coverage for Participants.

d. Immigration Requirements:

(1) For Exchange Visitors traveling to the United States, the Recipient must ensure that all USAID-sponsored Exchange Visitors obtain, use, and comply with the terms of the J-1 visa, issued in conjunction with a USAID-issued Certificate of Eligibility for J-1 Visa Status (DS-2019).

(2) For Participants traveling to a third country or within the host country, the Recipient must ensure that all Participants obtain, use, and comply with the terms of all applicable immigration, visa and other similar requirements.

e. Language Proficiency: The Recipient must verify language proficiency. Exchange Visitors must possess sufficient English language proficiency to participate in a U.S.-based activity. Participants of third-country or host-country training must be proficient in the language of training at a sufficient level for participation, unless an interpreter has been arranged. Language competency can be verified through a variety of means including proficiency assessments of interviews, publications, presentations, education conducted in English, and formal testing.


g. Conditions of Sponsorship: The Recipient must ensure that all Exchange Visitors read and sign the Conditions of Sponsorship for U.S.-Based Activities form (AID 1381-6). The Recipient must also ensure that all Participants of long-term (six months or longer) third-country training read and sign the form Conditions of Sponsorship for Third-Country Training form (AID 1381-7). The Recipient must report to the Agreement Officer any known violations by Exchange Visitors of visa or other immigration requirements or conditions.

h. Exchange Visitor Security Risk and Fraud Inquiry: Each USAID Mission has an established process for conducting a Security Risk and Fraud Inquiry (SRFI) for Exchange Visitors. The Recipient must be prepared to assist Missions in conducting the SRFI, if requested. However, the Recipient’s role is contributive, and the Mission is ultimately responsible for conducting the SRFI.

i. Fly America: To the extent that participants travel by international air travel, the Recipient must comply with the Standard Provision, “International Air Travel and Air Transportation of Property.”

j. Use of Minority Serving Institutions: For U.S.-based Participant Training, the Recipient must, to the maximum extent possible, maintain their use of Historically Black Colleges and Universities (HBCUs) and other Minority Serving Institutions (MSIs), including Hispanic Serving Institutions and Tribal Colleges and Universities, as training or education providers.

[END OF PROVISION]
RAA8. TITLE TO AND CARE OF PROPERTY (COOPERATING COUNTRY TITLE) (NOV 1985)

a. Except as modified by the schedule of this grant, title to all equipment, materials and supplies, the cost of which is reimbursable to the Recipient by USAID or by the cooperating country, must at all times be in the name of the cooperating country or such public or private agency as the cooperating country may designate, unless title to specified types or classes of equipment is reserved to USAID under provisions set forth in the schedule of this award. All such property must be under the custody and control of Recipient until the owner of title directs otherwise or completion of work under this award or its termination, at which time custody and control must be turned over to the owner of title or disposed of in accordance with its instructions. All performance guarantees and warranties obtained from suppliers must be taken in the name of the title owner.

b. The Recipient must maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, and preservation of Government property so as to assure its full availability and usefulness for the performance of this grant. The Recipient must take all reasonable steps to comply with all appropriate directions or instructions which the Agreement Officer may prescribe as reasonably necessary for the protection of the Government property.

c. The Recipient must prepare and establish a program, to be approved by the appropriate USAID Mission, for the receipt, use, maintenance, protection, custody and care of equipment, materials and supplies for which it has custodial responsibility, including the establishment of reasonable controls to enforce such program. The Recipient must be guided by the following requirements:

(1) Property Control: The property control system must include but not be limited to the following:

(i) Identification of each item of cooperating country property acquired or furnished under the award by a serially controlled identification number and by description of item. Each item must be clearly marked "Property of (insert name of cooperating country)."

(ii) The price of each item of property acquired or furnished under this award.

(iii) The location of each item of property acquired or furnished under this award.

(iv) A record of any usable components which are permanently removed from items of cooperating country property as a result of modification or otherwise.

(v) A record of disposition of each item acquired or furnished under the award.

(vi) Date of order and receipt of any item acquired or furnished under the award.

(vii) The official property control records must be kept in such condition that at any stage of completion of the work under this award, the status of property acquired or furnished under this award may be readily ascertained. A report of current status of all items of property acquired or furnished under the award must be submitted yearly concurrently with the annual report.
(2) Maintenance Program: The Recipient's maintenance program must be consistent with sound business practice, the terms of the award, and provide for:

(i) Disclosure of need for and the performance of preventive maintenance,

(ii) Disclosure and reporting of need for capital type rehabilitation, and

(iii) Recording of work accomplished under the program:

(A) Preventive maintenance - Preventive maintenance is maintenance generally performed on a regularly scheduled basis to prevent the occurrence of defects and to detect and correct minor defects before they result in serious consequences.

(B) Records of maintenance - The Recipient's maintenance program must provide for records sufficient to disclose the maintenance actions performed and deficiencies discovered as a result of inspections.

(C) A report of status of maintenance of cooperating country property must be submitted annually concurrently with the annual report.

d. Risk of Loss:

(1) The Recipient is not liable for any loss of or damage to the cooperating country property, or for expenses incidental to such loss or damage except that the Recipient is responsible for any such loss or damage (including expenses incidental thereto):

(i) Which results from willful misconduct or lack of good faith on the part of any of the Recipient's directors or officers, or on the part of any of its managers, superintendents, or other equivalent representatives, who have supervision or direction of all or substantially all of the Recipient’s business, or all or substantially all of the Recipient's operation at any one plant, laboratory, or separate location in which this award is being performed;

(ii) Which results from a failure on the part of the Recipient, due to the willful misconduct or lack of good faith on the part of any of its directors, officers, or other representatives mentioned in (i) above:

(A) To maintain and administer, in accordance with sound business practice, the program for maintenance, repair, protection, and preservation of cooperating country property as required by (i) above; or

(B) To take all reasonable steps to comply with any appropriate written directions of the Agreement Officer under b. above;

(iii) For which the Recipient is otherwise responsible under the express terms designated in the schedule of this award;
(iv) Which results from a risk expressly required to be insured under some other provision of this award, but only to the extent of the insurance so required to be procured and maintained, or to the extent of insurance actually procured and maintained, whichever is greater; or

(v) Which results from a risk which is in fact covered by insurance or for which the grantee is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(vi) Provided, that, if more than one of the above exceptions is applicable in any case, the Recipient's liability under any one exception is not limited by any other exception.

(2) The Recipient must not be reimbursed for, and must not include as an item of overhead, the cost of insurance, or any provision for a reserve, covering the risk of loss of or damage to the cooperating country property, except to the extent that USAID may have required the Recipient to carry such insurance under any other provision of this award.

(3) Upon the happening of loss or destruction of or damage to the cooperating country property, the Recipient must notify the Agreement Officer thereof, must take all reasonable steps to protect the cooperating country property from further damage, separate the damaged and undamaged cooperating country property, put all the cooperating country property in the best possible order, and furnish to the Agreement Officer a statement of:

(i) The lost, destroyed, or damaged cooperating country property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the cooperating country property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(4) The Recipient must make repairs and renovations of the damaged cooperating country property or take such other action as the Agreement Officer directs.

(5) In the event the Recipient is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to the cooperating country property, it must use the proceeds to repair, renovate or replace the cooperating country property involved, or must credit such proceeds against the cost of the work covered by the award, or must otherwise reimburse USAID, as directed by the Agreement Officer. The Recipient must do nothing to prejudice USAID's right to recover against third parties for any such loss, destruction, or damage, and upon the request of the Agreement Officer, must, at the Government’s expense, furnish to USAID all reasonable assistance and cooperation (including assistance in the prosecution of suits and the execution of instruments or assignments in favor of the Government) in obtaining recovery.

e. Access: USAID, and any persons designated by it, must at all reasonable times have access to the premises wherein any cooperating country property is located, for the purpose of inspecting the cooperating country property.
f. Final Accounting and Disposition of Cooperating Country Property: Within 90 days after completion of this award, or at such other date as may be fixed by the Agreement Officer, the Recipient must submit to the Agreement Officer an inventory schedule covering all items of equipment, materials and supplies under the Recipient's custody, title to which is in the cooperating country or public or private agency designated by the cooperating country, which have not been consumed in the performance of this award. The Recipient must also indicate what disposition has been made of such property.

g. Communications: All communications issued pursuant to this provision must be in writing.

[END OF PROVISION]

RAA10. PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (JUNE 1999)

a. USAID reserves the right to terminate assistance to, or take other appropriate measures with respect to, any participant approved by USAID who is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR 140.

(1) For any loan over $1,000 made under this agreement, the Recipient must insert a clause in the loan agreement stating that the loan is subject to immediate cancellation, acceleration, recall, or refund by the Recipient if the borrower or a key individual of a borrower is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR 140.

(2) Upon notice by USAID of a determination under section (1) and at USAID's option, the Recipient agrees to immediately cancel, accelerate, or recall the loan, including refund in full of the outstanding balance. USAID reserves the right to have the loan refund returned to USAID.

(1) The Recipient agrees not to disburse, or sign documents committing the Recipient to disburse, funds to a sub Recipient designated by USAID ("Designated Sub Recipient") until advised by USAID that: (i) any United States Government review of the Designated Subrecipient and its key individuals has been completed; (ii) any related certifications have been obtained; and (iii) the assistance to the Designated Subrecipient has been approved. Designation means that the subrecipient has been unilaterally selected by USAID as the subrecipient. USAID approval of a subrecipient, selected by another party, or joint selection by USAID and another party is not designation.

(2) The Recipient must insert the following clause, or its substance, in its agreement with the Designated Subrecipient:

“The Recipient reserves the right to terminate this [Agreement/Contract] or take other appropriate measures if the [Subrecipient] or a key individual of the [Subrecipient] is found to have been convicted of a narcotic offense or to have been engaged in drug trafficking as defined in 22 CFR 140.”
RAA11. INVESTMENT PROMOTION (NOVEMBER 2003)

a. Except as specifically set forth in this award or otherwise authorized by USAID in writing, no funds or other support provided hereunder may be used for any activity that involves investment promotion in a foreign country.

b. In the event the Recipient is requested or wishes to provide assistance in the above area or requires clarification from USAID as to whether the activity would be consistent with the limitation set forth above, the Recipient must notify the Agreement Officer and provide a detailed description of the proposed activity. The Recipient must not proceed with the activity until advised by USAID that it may do so.

c. The Recipient must ensure that its employees and subrecipients and contractors providing investment promotion services hereunder are made aware of the restrictions set forth in this clause and must include this clause in all contracts and other subagreements entered into hereunder.

RAA12. REPORTING HOST GOVERNMENT TAXES (DECEMBER 2014)

a. By April 16 of each year, the Recipient must submit a report containing:
   (1) Contractor/Recipient name.
   (2) Contact name with phone, fax and e-mail.
   (3) Agreement number(s).
   (4) The total amount of value-added taxes and customs duties (but not sales taxes) assessed by the host government (or any entity thereof) on purchases in excess of $500 per transaction of supplies, materials, goods or equipment, during the 12 months ending on the preceding September 30, using funds provided under this contract/agreement.
   (5) Any reimbursements received by April 1 of the current year on value-added taxes and customs duties reported in (iv).
   (6) Reports are required even if the Recipient did not pay any taxes or receive any reimbursements during the reporting period.
   (7) Cumulative reports may be provided if the Recipient is implementing more than one program in a foreign country.

b. Submit the reports to: Kabul USAID Financial Analysis Support Team, at the following email address: kblaidfast@usaid.gov, with a copy to the designated AOR.
c. Host government taxes are not allowable where the Agreement Officer provides the necessary means to the Recipient to obtain an exemption or refund of such taxes, and the Recipient fails to take reasonable steps to obtain such exemption or refund. Otherwise, taxes are allowable in accordance with the Standard Provision, “Allowable Costs,” and must be reported as required in this provision.

d. The Recipient must include this reporting requirement in all applicable subawards and contracts.

[END OF PROVISION]

RAA13. FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JUNE 2012)

a. U.S. Government funds under this award must not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government’s delegation to an international conference sponsored by a multilateral organization, as defined below, unless approved by the Agreement Officer in writing.

b. Definitions:
(1) A foreign government delegation is appointed by the national government (including ministries and agencies but excluding local, state and provincial entities) to act on behalf of the appointing authority at the international conference. A conference participant is a delegate for the purposes of this provision, only when there is an appointment or designation that the individual is authorized to officially represent the government or agency. A delegate may be a private citizen.

(2) An international conference is a meeting where there is an agenda, an organizational structure, and delegations from countries other than the conference location, in which country delegations participate through discussion, votes, etc.

(3) A multilateral organization is an organization established by international agreement and whose governing body is composed principally of foreign governments or other multilateral organizations.

[END OF PROVISION]

RAA17. USAID DISABILITY POLICY - ASSISTANCE (DECEMBER 2004)

a. The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. Government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following Web site: pdf.usaid.gov/pdf_docs/PDABQ631.pdf
b. USAID therefore requires that the Recipient not discriminate against people with disabilities in the implementation of USAID funded programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing the program under this grant or cooperative agreement. To that end and to the extent it can accomplish this goal within the scope of the program objectives; the Recipient should demonstrate a comprehensive and consistent approach for including men, women, and children with disabilities.

[END OF PROVISION]

RAA19. STATEMENT FOR IMPLEMENTERS OF ANTI-TRAFFICKING ACTIVITIES ON LACK OF SUPPORT FOR PROSTITUTION (JUNE 2012)

By accepting this award, the Recipient hereby states that it does not promote, support, or advocate the legalization or practice of prostitution. This statement may be true by virtue of the organization’s lack of any policy regarding the issue.

[END OF PROVISION]

RAA20. ELIGIBILITY OF SUBRECIPIENTS OF ANTI-TRAFFICKING FUNDS (JUNE 2012)

The Recipient must not provide funds made available to carry out this award to any organization that has not stated in either a grant application, a grant agreement, or both, that it does not promote, support, or advocate the legalization or practice of prostitution. Such a statement is not required; however, if the sub-Recipient organization provides services to individuals solely after they are no longer engaged in activities that resulted from such victims being trafficked. If required, the sub-Recipient organization’s statement may be true by virtue of the organization’s lack of any policy regarding the issue.

[END OF PROVISION]

RAA21. PROHIBITION ON THE USE OF ANTI-TRAFFICKING FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF PROSTITUTION (JUNE 2012)

None of the funds made available under this award may be used to promote, support, or advocate the legalization or practice of prostitution. However, this prohibition does not preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted in such victims being trafficked. The Recipient must insert this provision in all sub agreements under this award.

[END OF PROVISION]
a. Requirement for System of Award Management (SAM). Unless you are exempted from this requirement under 2 CFR 25.110, you as the Recipient must maintain the currency of your information in SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently, if required by changes in your information or another award term.

b. Requirement for Data Universal Numbering System (DUNS) numbers. If you are authorized to make sub awards under this award, you:

(1) Must notify potential sub Recipients that no entity (see definition in paragraph c. of this award term) may receive a sub award from you unless the entity has provided its DUNS number to you.

(2) May not make a sub award to an entity unless the entity has provided its DUNS number to you.

c. Definitions. For purposes of this award term:

(1) System of Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at www.sam.gov).

(2) Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at fedgov.dnb.com/webform).

(3) Entity, as it is used in this award term, means all of the following, as defined at 2 CFR 25, subpart C:

   (i) A governmental organization, which is a State, local government, or Indian tribe;

   (ii) A foreign public entity;

   (iii) A domestic or foreign nonprofit organization;

   (iv) A domestic or foreign for-profit organization; and

   (v) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

(4) Subaward:
(i) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the Recipient award to an eligible subrecipient.

(ii) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200 Subpart F Audit Requirements).

(iii) A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

(5) Subrecipient means an entity that:

(i) Receives a subaward from you under this award; and

(ii) Is accountable to you for the use of the Federal funds provided by the subaward.

**ADDENDUM (JUNE 2012):**

**a. Exceptions.** The requirements of this provision to obtain a Data Universal Numbering System (DUNS) number and maintain a current registration in the System of Award Management (SAM) do not apply, at the prime award or subaward level, to:

1. Awards to individuals
2. Awards less than $25,000 to foreign Recipients to be performed outside the United States (based on a USAID determination)
3. Awards where the Agreement Officer determines, in writing, that these requirements would cause personal safety concerns.

**b.** This provision does not need to be included in subawards.

[END OF PROVISION]

**RAA23. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (DECEMBER 2014)**

**a. Reporting of first-tier sub awards.**

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a sub award to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report.
(i) You must report each obligating action described in paragraph a.(1) of this award term to www.fsrs.gov.

(ii) For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

(3) What to report. You must report the information about each obligating action that the submission instructions posted at www.fsrs.gov specify.

b. Reporting Total Compensation of Recipient Executives.

(1) Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

(i) The total Federal funding authorized to date under this award is $25,000 or more;

(ii) In the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at www.sec.gov/answers/execomp.htm.)

(2) Where and when to report. You must report executive total compensation described in paragraph b.(1) of this award term:

(i) As part of your registration profile at www.sam.gov.

(ii) By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.
(1) Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you must report the names and total compensation of each of the subrecipient’s five most highly compensated executives for the subrecipient’s preceding completed fiscal year, if—

(i) In the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at www.sec.gov/answers/execomp.htm.)

(2) Where and when to report. You must report subrecipient executive total compensation described in paragraph c.(1) of this award term:

(i) To the Recipient.

(ii) By the end of the month following the month during which you make the sub award. For example, if a sub award is obligated on any date during the month of October of a given year (for example, between October 1 and 31), you must report any required compensation information of the sub Recipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

(1) Sub awards, and

(2) The total compensation of the five most highly compensated executives of any sub Recipient.

e. Definitions.

For purposes of this award term:
(1) Entity means all of the following, as defined in 2 CFR 25:

(i) A governmental organization, which is a State, local government, or Indian tribe;

(ii) A foreign public entity;

(iii) A domestic or foreign nonprofit organization;

(iv) A domestic or foreign for-profit organization; and

(v) A Federal agency, but only as a sub Recipient under an award or sub award to a non-Federal entity.

(2) Executive means officers, managing partners, or any other employees in management positions.

(3) Sub award:

(i) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the Recipient award to an eligible sub Recipient.

(ii) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200 Subpart F Audit Requirements).

(iii) A sub award may be provided through any legal agreement, including an agreement that you or a sub Recipient considers a contract.

(4) Sub Recipient means an entity that:

(i) Receives a sub award from you (the Recipient) under this award; and
(ii) Is accountable to you for the use of the Federal funds provided by the sub award.

(5) Total compensation means the cash and noncash dollar value earned by the executive during the Recipient’s or sub Recipient’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(i) Salary and bonus.
(ii) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(iii) Earnings for services under nonequity incentive plans. This does not include group life, health, hospitalization, or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
(iv) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(v) Above-market earnings on deferred compensation which is not tax-qualified.

(vi) Other compensation, if the aggregate value of all such other compensation (for example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

[END OF PROVISION]

RAA26. CONTRACT PROVISION FOR DBA INSURANCE UNDER RECIPIENT PROCUREMENTS (DECEMBER 2014)

All contracts made by the Recipient under this award for services to be performed overseas must contain the following provision, as applicable. Workers’ Compensation Insurance (Defense Base Act)

(a) The Contractor must—

(1) Before commencing performance under this contract, establish provisions to provide for the payment of disability compensation and medical benefits to covered employees and death benefits to their eligible survivors, by purchasing Defense Base Act (DBA) insurance pursuant to the terms of the contract between USAID and USAID’s DBA insurance carrier unless the Contractor qualifies as a self-insurer under the Longshore and Harbor Workers’ Compensation Act (33 U.S.C. 932) as extended by the Defense Base Act (42 U.S.C. 1651, et seq.), or has an approved retrospective rating agreement for DBA. The Contractor must continue to maintain these provisions to provide such Defense Base Act benefits until contract performance is completed.

(2) If USAID or the Contractor has secured a waiver of DBA coverage in accordance with AIDAR 728.305-70(a) for contractor’s employees who are not citizens of, residents of, or hired in the United States, the contractor agrees to provide such employees with worker’s compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee’s native country, whichever offers greater benefits. The Department of Labor has granted partial blanket waivers of DBA coverage applicable to USAID-financed contracts performed in countries listed in the DEFENSE BASE ACT (DBA) WAIVER LIST.

(3) Within ten days of an employee’s injury or death or from the date the Contractor has knowledge of the injury or death, submit Form LS-202 (Employee’s First Report of Injury or Occupational Illness) to the Department of Labor in accordance with the Longshore and Harbor Workers’ Compensation Act (33 U.S.C. 930(a), 20 CFR 702.201 to 702.203).

(4) Pay all compensation due for disability or death within the timeframes required by the Longshore and Harbor Workers’ Compensation Act (33 U.S.C. 914, 20 CFR 702.231 and 703.232).

(6) If controverting the right to compensation, submit Form LS-207 (Notice of Controversion of Right to Compensation) to the Department of Labor in accordance with the Longshore and Harbor Workers’ Compensation Act (33 U.S.C. 914(d), 20 CFR 702.251).

(7) Immediately upon making the first payment of compensation in any case, submit Form LS-206 (Payment of Compensation Without Award) to the Department of Labor in accordance with the Longshore and Harbor Workers’ Compensation Act (33 U.S.C. 914(c), 20 CFR 702.234).

(8) When payments are suspended or when making the final payment, submit Form LS208 (Notice of Final Payment or Suspension of Compensation Payments) to the Department of Labor in accordance with the Longshore and Harbor Workers’ Compensation Act (33 U.S.C. 914 (c) and (g), 20 CFR 702.234 and 702.235).

(9) Adhere to all other provisions of the Longshore and Harbor Workers’ Compensation Act as extended by the Defense Base Act, and Department of Labor regulations at 20 CFR Parts 701 to 704.

For additional information on the Longshore and Harbor Workers’ Compensation Act requirements see http://www.dol.gov/owcp/dlhwc/lsdba.htm.

The Contractor must insert the substance of this clause including this paragraph (c), in all subcontracts to which the Defense Base Act applies.

[END OF PROVISION]

RAA27. AWARD TERM AND CONDITION FOR RECIPIENT INTEGRITY AND PERFORMANCE MATTERS (April 2016)

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the Recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.
2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five year period; and

c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported
previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
   (1) Only the Federal share of the funding under any Federal award with a Recipient cost share or match; and
   (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

B. [Reserved]

[END OF PROVISION]

[END OF ATTACHMENT C]
ATTACHMENT D: SPECIAL PROVISIONS SPECIFIC TO AFGHANISTAN (ASSISTANCE)

D.1 USAID/AFGHANISTAN SECURITY REQUIREMENTS (NOVEMBER 2016)

The Recipient must comply with all Government of the Islamic Republic of Afghanistan (GIRoA) and U. S. Government civilian/military agency security policies and orders (COM/FRAG) as they relate to Recipient’s activities under this Cooperative Agreement.

Recipient is advised that, as a result of Presidential Decree #62, security requirements for this Cooperative Agreement must be coordinated through the Afghan Ministry of Interior's Afghanistan Public Protection Force (APPF). At the time of award of this Cooperative Agreement, procedures for obtaining security are in transition and Recipient must closely monitor APPF procedural requirements and implement changes. Recipient must initiate discussion with APPF regarding security requirements as soon as possible. The APPF will require Recipient to prepare and submit information on several forms. After receipt, APPF will discuss Recipient’s specific security requirements in a personal interview at APPF headquarters:

Location Name: APPF HQ
Latitude and Longitude: 34.531909°N69.161497°E
MGRS: 42S WD 14820 21147
Address: Burj-e-Shahara, Shahr-e-now, Kabul, Afghanistan

Head of APPF Contracts Department
Hasseeb Niazi
Phone: +93(0) 700 001 036
Niazi.samim@gmail.com

APPF Customer Service Manager
Mahboobullah Azhar
Phone: +93(0) 707 328 856

Recipient can also contact APPF via e-mail: info@appf.gov.af, +93 0700 707 777 or visit their web site for more information http://www.appf.gov.af/ USAID Partner Liaison Security Office (PLSO) is available to assist and can be reached at kabulaidsso@state.gov or 301-490-1042, +93(0) 700 114 000 Extension 3342 or 3115.

The Recipient is responsible for providing all life-support and security services required for its personnel deployed to project locations except when it is expressly stated in individual contracts that such facilities and services are to be provided by other means. The Recipient responsibilities must include all life support, communications, and transportation of materials, personnel, and equipment to work sites. The Recipient may be required to provide the same life-support and security services for USAID personnel when so specified. In addition, the Recipient is responsible for maintaining the security of its personnel, materials, and equipment.
The Recipient must prepare a comprehensive security plan pertaining to all aspects of its activities and the activities of its employees in the performance of all work related to this Cooperative Agreement as well as the off-duty activities of its employees, as those activities relate to performance of contract work or to serving in Afghanistan or elsewhere within the region as it relates to performance of the work. The Recipient must continuously monitor and update this comprehensive security plan by means of qualified and competent staff of personnel. The Recipient must work closely with and establish liaison and cooperate with all authorized and appropriate safety and security organizations and entities for the protection and safety of its operations and employees.

D.2 USAID/AFGHANISTAN SERIOUS INCIDENT REPORTING (SIR) IN AFGHANISTAN (APRIL 2016)

The prime implementing partner is responsible for reporting all serious incidents during performance of the award. This reporting must apply to the prime implementing partner and all sub-awardees regardless of the tier (subs of subs and lower, etc.). In addition to reporting, the prime implementing partner is responsible for ensuring timely investigation of all serious incidents and maintaining on file all records of reported serious incidents.

A serious incident is defined (but not limited to) the following incidents affecting an employee or the implementation of activities paid for with U.S. Government funding regardless of the funding source and tier of the organization:

1. Arrest – A legal detention by the Afghanistan National Security Forces (ANSF) or Coalition Forces (CF)
2. Complex Attack – An attack using multiple means of engagement such as an Improvised Explosive Device (IED) followed by small arms fire
3. Demonstration – An organized act of protest against legitimate operations that results in violence or the threat of violence
4. Harassment – Interference in legitimate operations by ANSF, RS, or local civilian forces
5. Indirect Fire (IDF) – Attacks in which weapons are not directly aimed at the target (such as mortars, artillery, emplaced rockets but not rocket propelled grenades - RPGs)
6. Improvised Explosive Device (IED) – A bomb made and delivered in a non-conventional way (body borne IED, vehicle borne IED, remote control IED, magnetic IED etc.)
7. Capture - Illegal or hostile detention by insurgents or criminals for any length of time
   a. Abduction: the act of taking someone away by force or fraud
   b. Kidnapping: the abduction of a person by force or fraud for use as a hostage
   c. Hostage: a person given or held as security for the fulfillment of certain conditions or terms, promises, etc., by another.
8. Land Mine – A manufactured anti-personnel or anti-vehicle mine.
9. Motor Vehicle Accident (MVA) – An airplane, motorcycle, car, or truck crash which results in injury or damage.
11. Small Arms Fire (SAF) – a hostile engagement by a direct fire weapon (such as a pistol, AK-47, PK machine gun, RPG etc.)
12. Threat – Verbal (in-person, telephone, etc.), SMS (text message), or written message threatening violence or demanding payment in any form.
13. Other – negligent or unintentional firearm discharge, physical altercation between employees, cybersecurity incident, sexual misconduct etc.

INITIAL NOTIFICATION: Implementing partners must provide initial notification by email or telephone to the USAID Partner Liaison Security Officer (PLSO), the Agreement Officer, and the Agreement Officer’s Representative (COR/AOR) for accountability purposes of any serious incident as soon as practical, if it cannot be done immediately. This notification must provide as many details as are known at the time about the incident. The email address for the PLSO is KabulAIDSSO@usaid.gov and/or KabulAIDSSO@state.gov and the telephone number is +1 (301) 490-1042 Ext. 3342 or Ext. 3115. A point of contact (POC) for the prime implementing partner must be provided to the PLSO and COR/AOR in order for USAID personnel to follow up on the security incident details. Additionally, if a security incident which involves an employee wounded in action (WIA) who later succumbs of the wound(s), the implementing partner must provide notification within 24 hours of the death of the individual.

SERIOUS INCIDENT REPORT: Additionally, within 24 hours, the implementing partner must submit an initial Serious Incident Report (SIR) documenting the incident in detail to the USAID PLSO using the form provided. The SIR must include, at a minimum, the award number, the name of the company, location where the incident occurred (Latitude/Longitude, GPS or MGRS coordinates, location name, etc.), time when the incident occurred, a brief description of the events of the incident, details about any known casualties, country of origin of all involved and a point of contact for the USAID PLSO to request further information as needed. Each SIR must be completed as thoroughly as possible and sent to KabulAIDSSO@usaid.gov and/or KabulAIDSSO@state.gov. The prime implementing partner must concurrently send a notice to the USAID (COR/AOR) and the Agreement Officer that a SIR has been submitted to PLSO.

Following the conclusion or solution of the reported incident, a Final Serious Incident Report should be submitted to the USAID PLSO to identify the resolution of the reported event and provide details indicating the resolution thereof.

D.3 USAID/AFGHANISTAN SPECIAL PROVISION FOR PERFORMANCE IN AFGHANISTAN (JULY 2010)

All Recipient personnel deploying to Afghanistan under grants or cooperative agreements with a performance period over 30 days or valued at more than $100,000 must be accounted for in the Department of Defense maintained Synchronized Pre-deployment and Operational Tracker (SPOT) system. Information about SPOT is available at http://www.dod.mil/bta/products/spot.html as well as from the Agreement Officer (AO) or Agreement Officer’s Representative (AOR).
Recipient must register those individuals requiring SPOT-generated Letters of Authorization (LOAs) in SPOT before deploying any employees or consultants to Afghanistan. If individuals are already in Afghanistan at the time the Recipient employs them, the Recipient must enter each individual upon his or her becoming an employee or consultant under this award. Personnel that do not require LOAs are still required to be accounted for in SPOT for reporting purposes either individually or via an aggregate tally methodology. The Recipient must maintain and keep current all employee and consultant data in SPOT. Information on how individual and/or aggregate tally registrations will be made in SPOT is available from the Agreement Officer (AO) or Agreement Officer’s Representative (AOR).

Recipient performance may require the use of armed private security personnel. To the extent that such private security contractors (PSCs) are required, Recipients are required to ensure they adhere to Chief of Mission (COM) policies and procedures regarding the operation, oversight, and accountability of PSCs. PSCs will be individually registered in SPOT.

Under this award, the term “PSC” includes any personnel providing protection of the personnel, facilities, or property of a Recipient or sub Recipient at any level, or performing any other activity for which personnel are required to carry weapons in the performance of their duties. As specific COM policies and procedures may differ in scope and applicability, Recipient is advised to review post policies and procedures carefully in this regard and direct any questions to the Embassy Regional Security Office (RSO) via the Agreement Officer’s Technical Representative. Any exception to these policies must be granted by the COM via the RSO. A copy of any exception must be provided to the AO and AOR. COM policies and procedures may be obtained from the RSO via the Agreement Officer’s Representative. Recipient is also advised that these policies and procedures may be amended from time to time at the post in response to changing circumstances.

Recipient is advised that adherence to these policies and procedures is considered to be a material requirement of this grant/cooperative agreement. The Recipient must include this provision in all sub-awards at any tier or contracts under their grant/cooperative agreement. Recipient is reminded that only the Agreement Officer has the authority to modify the Notice of Award. Recipients must proceed with any security guidance provided by the RSO, but must advise the Agreement Officer and the Agreement Officer’s Representative of the guidance received and any potential cost or schedule impact.

**D.4 USAID/AFGHANISTAN SMART TRAVELER ENROLLMENT PROGRAM (STEP) (AUGUST 2016)**

The Implementing Partner (IP) must enroll all American citizens traveling to Afghanistan in STEP at [www.travel.state.gov](http://www.travel.state.gov). Information provided must be accurate and up-to-date and is applicable to both long-term and short-term travel funded by USAID.
D.5 USAID/AFGHANISTAN VETTING REQUIREMENT (NOVEMBER 2016)

The Implementing Partner (IP) must comply with USAID/Afghanistan’s Mission Order 201.06, National Security Screening (Non-U.S. Party Vetting).

A. In accordance with USAID/Afghanistan Mission Order 201.06 - National Security Screening (Non-U.S. Party Vetting) the IP must complete and submit a "USAID Information Form" for:
   a. Itself, if it is a non-U. S. entity;
   b. Each subcontractor or subcontractor of a subcontractor, regardless of the tier, valued cumulatively at $25,000 or more, that is a non-U.S. entity; or
   c. Each key individual that is a non-U.S. entity.

B. For purposes of this requirement, the following definitions apply:
   a. "Non-U.S. entity" means:
      i. any non-US citizen or non-permanent legal resident of the United States; or
      ii. any entity that is not formed in the United States or for which 50% or more of the equity is owned or controlled by persons who are not U.S. citizens or permanent legal residents of the United States.
   b. "Key individuals” means:
      i. an individual or entity owning 10% or more equity stake in the organization, whether publically- or privately-held;
      ii. principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer or secretary of the board of directors or board of trustees):
         a) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director; president, vice president);
         b) the program manager or chief of party for the USAID-financed program: and
         c) any other person with significant responsibilities for administration of USAID financed activities or resources.

C. The requirements of paragraph A. of this clause must be completed prior to the Government's acceptance of the agreement and following that, at the earlier of:
   i. Once a year; or
   ii. When there is a change or addition to any entity or person identified in paragraph

D. USAID reserves the right to rescind approval for a sub-award in the event that USAID subsequently becomes aware of information indicating that the sub-award is contrary to U.S. law or policy prohibiting support for terrorism, or facilitating criminal activity. In such cases, USAID's Agreement Officer will provide written instructions to the implementing partner to terminate the sub-award.
D.6 USAID/AFGHANISTAN HOMELAND SECURITY PRESIDENTIAL DIRECTIVE (HSPD-12) (SEPTEMBER 2006)

In response to the general threat of unauthorized access to federal facilities and information systems, the President issued Homeland Security Presidential Directive-12. HSPD-12 requires all Federal agencies to use a common Personal Identity Verification (PIV) standard when identifying and issuing access rights to users of Federally-controlled facilities and/or Federal Information Systems. USAID is applying the requirements of HSPD-12 to applicable assistance awards. USAID will begin issuing HSPD-12 “smart card” IDs to applicable Recipients (and Recipient employees), using a phased approach. Effective October 27, 2006, USAID will begin issuing new “smart card” IDs to new Recipients (and Recipient employees) requiring routine access to USAID controlled facilities and/or access to USAID’s information systems. USAID will begin issuance of the new smart card IDs to existing Recipients (and existing Recipient employees) on October 27, 2007. (Exceptions would include those situations where an existing Recipient (or Recipient employee) loses or damages his/her existing ID and would need a replacement ID prior to Oct 27, 2007. In those situations, the existing Recipient (or Recipient employee) would need to follow the PIV processes described below, and be issued one of the new smart cards.)

Accordingly, before a Recipient (including a Recipient employee) may obtain a USAID ID (new or replacement) authorizing him/her routine access to USAID facilities, or logical access to USAID’s information systems, the individual must provide two forms of identity source documents in original form and a passport size photo. One identity source document must be a valid Federal or state government-issued picture ID. (Overseas foreign nationals must comply with the requirements of the Regional Security Office.) USAID/W Recipients (and Recipient employee) must contact the USAID Security Office to obtain the list of acceptable forms of documentation, and Recipients working in overseas Missions must obtain the acceptable documentation list from the Regional Security Officer. Submission of these documents, and related background checks, are mandatory in order for the Recipient (or employee) to receive a building access ID, and before access will be granted to any of USAID’s information systems. All Recipients (or employees) must physically present these two source documents for identity proofing at their USAID/W or Mission Security Briefing. The Recipient (or employee) must return any issued building access ID and remote authentication token to USAID custody upon termination of the individual’s employment with the Recipient or completion of the award, whichever occurs first.

The Recipient must comply with all applicable HSPD-12 and PIV procedures, as described above, as well as any subsequent USAID or government-wide HSPD-12 and PIV procedures/policies, including any subsequent applicable USAID General Notices, Office of Security Directives and/or Automated Directives System (ADS) policy directives and required procedures. This includes HSPD-12 procedures established in USAID/Washington and those procedures established by the overseas Regional Security Office. In the event of inconsistencies between this clause and later issued Agency or government-wide HSPD-12 guidance, the most recent issued guidance should take precedence, unless otherwise instructed by the Agreement Officer.
D.7 USAID/AFGHANISTAN IMPLEMENTING PARTNER NOTICES (NOVEMBER 2016)

The Recipient must comply with and adhere to all USAID/Afghanistan Implementing Partner Notices. Copies of the notices are provided to implementing partners at the time of issuance. Copies are also available upon your request from your cognizant Agreement Officer.

D.8 USAID/AFGHANISTAN PUBLIC POSTING (APRIL 2016)

The Implementing Partner must provide a redacted version of the award within 30 days of the effective date and direct the request and redacted copy via e-mail to kblaidoaacompliance@usaid.gov or the award will be posted without alteration on the USAID/Afghanistan website.

D.9 USAID/AFGHANISTAN DATABASE and GIS/GPS REPORTING REQUIREMENTS (DECEMBER 2016)

USAID/Afghanistan uses a web-based system to collect and organize information critical to program management, oversight, and reporting. This system is named Afghan Info. Afghan Info supports a number of exercises including: Mission-wide Portfolio Reviews, the Performance Plan and Report, the Multi-Tiered Monitoring Approach, Geographic Information System (GIS) analysis, and overall coordination efforts. Reported information may impact policy formulation and project design stakeholders including USAID/Afghanistan, USAID/Washington, the United States Congress, the Government of the Islamic Republic of Afghanistan (GIROA), and other donors.

USAID requires a minimum of quarterly (United States Government Fiscal Quarters) data submissions throughout the entire life of the award. The partner must provide updates for all required data elements as specified in the reporting requirements of their award. As applicable, data to be reported into Afghan Info may include:

- Monitoring and Evaluation (M&E) Plan indicator reporting and aggregate and/or raw data.
- Attribution by provinces/districts of total quarterly costs/ vouchered expenses.
- Documents as required in the reporting requirements section of the award.

Partners are additionally required to collect and report on Global Positioning System (GPS) data and other GPS supporting details for all implementation activities. (This is especially important if data could/will be analyzed to the type III Geographical Disaggregation level.) Geographic data collection, analysis, and submission methods must be included in annual work and M&E plans. Partners must ensure the following standard settings are utilized when collecting latitude/longitude GPS coordinate data for USAID/Afghanistan activities:

- Coordinate System/Datum: WGS 1984
- Coordinate Format: Decimal Degrees (DD.DDDDDD) with at least 6 decimal places
- Latitude Coordinate Parameters: Must be between 29.378060 - 38.489592
- Longitude Coordinate Parameters: Must be between 60.475769 - 74.889862
Accuracy Level: Less than 15 meters

The COR/AOR responsible for the award will provide specific guidance on reporting, provide access to the Afghan Info system for the Implementing Partner (IP), and ensure that all applicable reporting requirements have been assigned to the award and as necessary, appropriately configured in the system. IPs must use the Afghan Info interface for data entry. Criteria for restricting reporting activity or reporting sites will be provided by the COR. Data entered into the system must adhere to USAID data quality standards (ADS 203.3.11.1). All geographic data will additionally adhere to OMB Circular A-16 and A-130; Executive Order 12906; ADS 557 (Public Information); and ADS 579 (USAID Development Data). Data entry modules will include an option for selecting certain sites for restricted access in the database. (Note: all activities will be recorded, but those restricted will be viewable only by those with a “need to know”.)

In consultation with the USAID/Afghanistan’s GIS Specialist and/or as directed by USAID/Afghanistan or USAID/Washington, the COR/AOR will manage this geographic data for use in project management, communications, reporting, and evaluation. In the case of proprietary or contractual restrictions preventing submission/publication of geographic data, the IP shall provide justification to the COR/AOR. For activities requiring multiple data points, to include infrastructure activities such as dam, power line, and road construction, data can be submitted to USAID or through a “cloud-based data transfer mechanism that is outside USAID (example: Dropbox), but must be stored and submitted to the COR/AOR in industry standard formats such as ESRI Shapefile, ESRI Feature Class, or Microsoft Excel, and include any and all metadata. All infrastructure programs will include photo documentation from no less than two sides with no less than beginning and ending project photographic documentation.

Metadata or “Properties” is a summary providing content, quality, type, creation, and spatial information about a data set. In the file’s “properties” programmatic specifics to include name, description of the file, program and implementer, geospatial location and description of the activity will be included. For example, a photograph’s metadata will include Title- the name of the event or site, such as “Ghazi Mohammad Ayub Khan High School”; Subject- what the photo depicts; such as “prior to start of construction a/o 20160207”; TAGS - will include, at a minimum, the program and the implementer for example: “SACCARP; IOM;” Comment: the grid and the nature of the project/event, such as “31.623130, 65.055618 photo of the front of the school. Prior to stair repair, painting and toilet rehab”. The date the photo was taken should already be included automatically but if not it should be also added. Although the example discusses an image file, the same requirement for metadata documentation is required for other file formats (docx or xlsx) that document a specific project’s geographically linked activity that will be used for permanent documentation.

Please note some cameras with integrated GPS capability place that automatically into the Exif metadata. That should be kept; but often the Lat/Long format is in Hours/Min/Sec not in digital degrees so it must be converted and added to the metadata. There are free available sites on the web, such as http://www.latlong.net/degrees-minutes-seconds-to-decimal-degrees or for more complicated conversions http://www.earthpoint.us/Convert.aspx.
Unless otherwise specified, Afghan Info can be accessed at: https://usaidinfo.usaid.gov/
The Recipient is required to include this clause in any subawards (including subcontracts) that require the subawardee or subawardee employee to have routine physical access to USAID space or logical access to USAID’s information systems.

D.10 USAID/AFGHANISTAN COMPENSATION FOR COOPERATING COUNTRY NATIONALS (CCNs) IN AFGHANISTAN FOR US BASED ASSISTANCE IMPLEMENTING PARTNERS (NOVEMBER 2016)

From the effective date of Implementing Partner Notice #OAA-IP-2016-001, the rates from the National Technical Assistance Salary Scale and Implementation Guideline (NTA) are to be used as the measurement for reasonableness of compensation in the Afghanistan labor market. It is with this in mind that USAID gives the following guidance regarding the Local Compensation Plan for all Cooperative Country Nationals (CCN). All Implementing Partners should utilize the current English version NTA compensation scale, as posted on the Government of the Islamic Republic of Afghanistan (GI RoA) Ministry of Finance website (http://www.budgetmof.gov.af/index.php/en/about-nta), as the Local Compensation Plan for all Cooperative Country Nationals (CCN). This includes all clarification notes, addendums, or updates. The implementation of this scale is authorized as follows:

1) For ongoing awards, existing CCN personnel hired before the effective date of Implementing Partner Notice #OAA-IP-2016-001 may continue to be compensated at their current levels for the life of the award. If these existing CCN personnel change their position or terminate their contract, they must be placed in the appropriate grade under the NTA scale upon assuming the new position or rehire.

2) For current awards, made prior to the effective date of Implementing Partner Notice #OAA-IP-2016-001, the NTA guidelines apply to CCN staff that are hired after the effective date, whether the position and proposed salary was in the award or not.

3) For awards made after the effective date of Implementing Partner Notice #OAA-IP-2016-001, all compensation of CCN staff are required to follow the NTA guidelines.

4) For all awards, regardless of start date, all CCN personnel currently employed AND embedded directly within a GI RoA Ministry should immediately fall under the NTA compensation guidelines and scale.

The NTA is a compensation package, developed by the GI RoA that includes all regular benefits and allowances except transportation, communication, and health insurance to be provided as per the internal agreements of each organization. It is expected that allowances meet the requirements of CFR 200.404 and do “not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost”.

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D.11 2 CFR 200 NON-FEDERAL AUDITS (NOVEMBER 2016)

In accordance with 2 C.F.R. Part 200 Subpart F – Audit Requirements, Recipients and sub Recipients are subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 U.S.C. 7501–7507) and revised OMB Circular A–133, “Audits of States, Local Governments, and Non-Profit Organizations.” Recipients and sub Recipients must use an independent, non-Federal auditor or audit organization which meets the general standards specified in generally accepted government auditing standards (GAGAS) to fulfill these requirements.

D.12 USAID/AFGHANISTAN HOST COUNTRY TAXES AND DUTIES (NOVEMBER 2016)

The Implementing Partner is advised that equipment, materials, and funds introduced into Afghanistan under the USAID program are exempt from customs, duties, and taxes of every kind. In accordance with the applicable U.S. Government cost principles, such costs are unallowable and may not be charged to this Award or paid with funding provided in the Award. If the Implementing Partner is assessed any such charges, they must bring the proposed assessment to the immediate attention of the Agreement Officer and USAID/Afghanistan.

D.13 USAID/AFGHANISTAN SUB-AWARD REQUIREMENTS (NOVEMBER 2016)

A. Applicability: This section limits the number of tiers of sub-awards to two tiers below the awardee for all awards. The Implementing Partner must not allow lower-tier sub-awards without the express written approval of the Agreement Officer.

B. Definitions: The term "award" in this clause refers to the direct award between USAID and the Implementing Partner (IP). A "first-tier sub-award" is a direct award between the IP and a sub-awardee (the "first-tier sub-awardee"). A "second-tier sub-award" is a direct award between the first-tier sub-awardee and its sub-awardee (the "second-tier sub-awardee").

C. USAID's objective is to promote, to the extent practicable, competitive, transparent, and appropriate local sub-awards with legitimate and competent sub-awardees. IP’s must ensure that all sub-awardees at any tier are actively engaged in the performance of sub-awarded work. IP’s must ensure that sub-awardees do not engage in "brokering" or "flipping" their sub-awards under this award and that all sub-awardees at any tier self-perform appropriate portions of the work. "Brokering" or "flipping" is the practice of a sub-awardee receiving a sub-award and either selling such sub-award or not performing a significant percentage of the work with the sub-awardee's own organization.

D. Should exceptional circumstances warrant sub-awards below two tiers, the IP must promptly request approval in writing from the Agreement Officer, which must include the information set forth in paragraph E. below.
E. An IP’s written request for approval to allow sub-awardees below the second tier will include the following information:

(i) Sub-award number and title (or a general description of the sub-award work) of the existing sub-award;

(ii) Detailed explanation regarding why the work to be performed by the lower-tier sub-awardee cannot be performed by the prime or the two levels of sub-awardees.

(iii) The total value of the work and total value of the work to be self-performed by the existing sub-awardee;

F. For purposes of calculating tiers, the following will not be considered a tier: (i) subsidiaries of the awardee:

(ii) members of a joint-venture, provided the joint venture is either the awardee or otherwise a "tier" hereunder;

(iii) employment awards for a single individual, provided that such individual issues no further sub-awards;

(iv) suppliers/service providers for component parts for a sub-award issued for finished commodities purchased on the market. Only the sub-awardee supplying the finished commodity will be considered a "tier" for purposes of this clause/provision;

(v) Suppliers of administrative or professional services incidental to the completion of the award nor their sub-awardees, such as legal or financial services, provided such suppliers or their sub-awardees do not perform substantive work related to the award.

G. Unless an exception is provided per section D. above, the IP will include this clause in all sub-awards, and will require sub-awardees to include this clause in all lower-tier sub-awards. The IP is responsible for compliance with this clause/provision by all sub-awardees and lower-tier sub-awardees.

D.14 USAID/AFGHANISTAN RESTRICTIONS ON IMPLEMENTING PARTNERS EXECUTING AGREEMENTS WITH GOVERNMENT OF NATIONAL UNITY OF AFGHANISTAN (APRIL 2016)

A. Only the Mission Director of USAID/Afghanistan has the authority to negotiate, execute, and implement agreements (such as Memorandums of Understanding or Letters of Intent or Collaboration) with the Government of Afghanistan (GOA) for activities using USAID funds. Implementing Partners (IPs) must not have separate agreements between their organizations and any unit entity of the Government of Afghanistan including ministries, provincial or district government entities, or city and village entities.
B. If an IP determines an agreement with the GOA is beneficial to the implementation of activities funded by USAID, the IP must request their AOR/COR to draft and negotiate that agreement between USAID and the GOA. The request should include at a minimum:
   a. how large or important a role the GOA unit entity (e.g. ministry, agency, city) is being asked to play in the activity;
   b. previous experience or status of current relations with the GOA unit entity;
   c. any relevant US legislation; and
   d. the advantages to be gained from formally establishing the term of the assistance relationship with the GOA entity.

C. After the GOA entity and the Mission Director sign the agreement, the AOR is responsible for implementation of the agreement in coordination with the IP as necessary. Any likely or actual violation of the terms of an agreement by any participant should be reported immediately to the AOR who will report directly to the Deputy Mission Director and the RLO if the violation could be considered to be of significance.

D. All amendments to the agreement must be approved by the AOR.

D.15 USAID/AFGHANISTAN PRESS RELATIONS (NOVEMBER 2016)

The Implementing Partner must coordinate all press inquiries and statements with the AOR and USAID/Afghanistan’s Development Outreach and Communication (DOC) Office. The Recipient must seek approval from the AOR and DOC before agreeing to or allowing staff to conduct interviews with the press. The DOC contact is:

Development Outreach and Communication (DOC) Office
US Embassy Kabul
Great Massoud Road
Kabul, Afghanistan
202-216-6288
Email: kblaiddoc@usaid.gov

D.16 USAID/AFGHANISTAN RESTRICTIONS ON FUNDING FOR LAW ENFORCEMENT (NOVEMBER 2016)

None of the funds made available through this grant shall be used to provide training or advice, or provide any financial support, for police, prisons, or other law enforcement forces. The only exception to this restriction is activities that enhance professional capabilities to carry out investigative and forensic functions conducted under judicial or prosecutorial control. The Grantee shall consult with USAID before relying on this exception.
D.17 USAID/AFGHANISTAN COMPLIANCE WITH ADS 206 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (AUGUST 2016)

USAID reserves the right to terminate this agreement, to demand a refund or take other appropriate measures, if the Recipient has been convicted of a narcotics offense or to has been engaged in drug trafficking as defined in 22 CFR Part 140. This provision must be included in all subcontracts/sub-awards issued under this grant/cooperative agreement.

D.18 USAID/AFGHANISTAN FRAUD REPORTING (November 2016)

The awardee is required to report on indications of fraud in host-country institutions or other matters that could reasonably be expected to be of foreign policy interest to the U. S. Government’s development and stabilization efforts. Corruption, real or perceived, may critically impact USAID programming objectives as might other knowledge the awardee acquires in its normal course of business. This provision must not be construed to require the awardee to conduct investigation for such information outside of its normal business practices or to report on matters not directly or indirectly related to USAID programming or the proper use of U.S. Government funds. In the event awardee has special non-disclosure requirements or confidentiality requirements (such as are prevalent in the legal and banking industries), or awardee determines such reporting would conflict with applicable laws, awardee must include a proposal to obtain any necessary waivers from the applicable host-country institution allowing such reporting to the maximum extent possible. Reports under this requirement must be submitted as a deliverable under the award.

D.19 USAID/AFGHANISTAN COMPLIANCE WITH ADS 252 & 253 - TRAINING AND RESULTS AND INFORMATION NETWORK (TRAINET) (AUGUST 2016)

1. Participant Training Reports. The Recipient will collect training data on technical trainings (i.e., conferences and workshops) provided for beneficiaries that were held in the United States, third countries, or in-country under this grant/cooperative agreement. The training data will be entered into TraiNet and submitted to the AOR quarterly no later than 45 days following the end of each fiscal quarter measured from October 1, as relevant. The Recipient will follow ADS 252 policy, which provides detailed information regarding visa compliance guidelines, and ADS 253, which provides guidance on how to implement USAID funded training programs. USAID/Afghanistan’s Office of Program Management (OPPD) can assist implementing partners to roll out TraiNet for their activity and share their training data on TraiNet with OPM.

2. TraiNet and USAID Sponsored J-1 Visas. All host country nationals being funded fully, partially, directly, or indirectly by USAID must enter the U.S. on a J-1 Visa, regardless of the type or duration of the activity. In order to secure a J-1 visa, each participant must first secure a DS-2019 form (Certificate of Eligibility for Exchange Visitor J-1 Status). TraiNet is the only means of obtaining a DS-2019 for USAID-funded Exchange Visitors.
USAID/Afghanistan prefers that TraiNet data entry, verification, and reporting responsibilities for exchange programs held in the United States be completed by the Mission. USAID/Afghanistan’s Office of Program Management (OPM) is responsible for data entry (the R1 role), verification (the R2 role), and approval (the R3 role) of all U.S.-based training programs and participants that are funded by USAID. USAID/Afghanistan’s CORs/AORs are responsible for working with their implementing partners to obtain the data needed by the R1, R2 and R3 to complete this action. USAID/Washington is responsible for submission of the data (the R4 role) to SEVIS. The DS-2019 approval process is as follows:

The Implementing Partners provide to the COR/AOR and OPPD required documents to initiate the DS-2019 approval process (as per Mission Order 252) by minimum 8-10 weeks prior to the start date of the training program.

Data is entered into TraiNet by OPPD’s Data Entry Initiator (R1) once all information and documents are received from the implementing partner and are correct. The R1 submits the information to the Visa Compliance System (VCS).

The designated Verifier (R2) in OPPD verifies the accuracy of the data in the VCS, uploads documents, and either submits the information to the R3 if all is correct, or rejects the file if there are errors in the data.

The designated Approver (R3) in OPPD reviews the electronic versions of documents and either approves or rejects the files (for missing data or other concerns based on review of the files) sending them back to the R1 with comments.

When the R3 approves a file, the information is electronically transferred to the Responsible Officer (R4) in USAID/Washington who provides the final approval before the information is submitted to the Department of Homeland Security SEVIS database. The DS-2019 form is created, printed and mailed to the R3. The R3 gives the form to the R1 who coordinates with the COR/AOR and implementing partner on completing the visa application process.

The implementing partner is responsible for ensuring that participants complete the on-line visa application form. When asked to enter a “Program Number”, applications should enter USAID’s Exchange Visitor Program Number G-2-00263.” The SEVIS number required for completing the visa application will be provided by the R1.

The R1 is responsible for providing the implementing partner or participant with the SEVIS number required for completing the on-line visa application form, scheduling an appointment with the Consular Office, and delivering the DS-2019 form to the implementing partner or to the participant so that he/she can present it to the Consular Officer during their appointment for a J-1 visa at the U.S. Embassy consular section.

All host country nationals being funded fully, partially, directly, or indirectly by USAID must enter the U.S. on a J-1 Visa, regardless of the type or duration of the activity. In order to secure a J-1 visa, each participant must first secure a DS-2019 form (Certificate of Eligibility
for Exchange Visitor J-1 Status). TraiNet is the only means of obtaining a DS-2019 for USAID funded Exchange Visitors.

USAID/Afghanistan delegates the TraiNet data entry, verification, and reporting responsibilities to its implementing partner is responsible for data entry (the R1 role) and verification (the R2 role) of all training programs and participants that are funded by USAID. USAID/CAR/SPO is responsible for approval (the R3 role) and the COR/AOR and Program Managers are responsible for working with their implementing partners to obtain the data needed by the R3. USAID/Washington is responsible for submission of the data (the R4 role) to SEVIS. The DS-2019 approval process is as follows:

- Data is entered into TraiNet by the implementing partner’s Data Entry Initiator (R1);
- The R1 submits the information to the Visa Compliance System (VCS); The designated Verifier (R2) verifies the accuracy of the data in the VCS, uploads documents, and either submits the information to the R3 if all is correct, or rejects the file if there are errors in the data;
- A designated United States citizen in the Mission – the Approver (R3) – reviews the electronic versions of documents and either approves or rejects the files (for missing data or other concerns based on review of the files) sending them back to the R1 with comments;
- When the R3 approves a file, the information is electronically transferred to the Responsible Officer (R4) in USAID/Washington who provides the final approval before the information is submitted to the Department of Homeland Security SEVIS database; The DS-2019 form is created, printed and mailed to the R3;
- The R3 gives the form to the USAID COR or AOR who provides it to the implementing partner.

The implementing partner is responsible for delivering the form to the participant so that he/she can present it to the Consular Officer during their appointment for a J-1 visa at the U.S. Embassy consular section, or designated Consulate. Exchange visitors apply online at the U.S. State Department’s website in the respective country. When asked to enter a “Program Number”, applications should enter USAID’s Exchange Visitor Program Number G-2-00263.
ATTACHMENT E: ENDOWMENT PROVISIONS

E.1  REFUND AND TERMINATION

a. If either the Endowment or the Recipient organization are dissolved or wound up, whether during or after the period of USAID oversight, USAID retains the right to demand and receive an immediate refund of all unexpended funds of the Endowment, upon written demand to Recipient, to the Recipient, or successor organizations.

b. In addition, USAID may, whether during or after the period of USAID oversight, by written notice to Recipient and the Recipient, terminate the Endowment and demand and receive a refund of all unexpended funds of the Endowment in any of the following circumstances:

(1) If Recipient misuses Endowment funds or fails to comply with the provisions of this Agreement, if serious deficiencies are found in Recipient's performance in managing its program, if serious adverse audit findings are rendered against Recipient, or if USAID reasonably determines that other circumstances exist which will prevent the Endowment from fulfilling its purpose; provided that in any such case the problem has not been corrected within a reasonable period of time as notified in writing by USAID;

(2) If (i) there is a fundamental change in the nature of Recipient's structure or operations, including but not limited to a cessation of activities, dissolution, bankruptcy, or liquidation, etc.; or (ii) there is a fundamental change in the purposes of the Recipient organization as expressed in its current charter documents;

(3) If Recipient should fail to comply with the terms of its charter documents or bylaws; or if a majority of the Board of Directors of Recipient should request such termination in writing to USAID, or should resign or be removed at the same time and prior to the conclusion of their respective terms of office; or

(4) If Recipient and USAID fail to agree on the selection of any Recipient or on the terms and conditions of the Asset Management Agreement or modifications therein. (This provision is applicable during the oversight period only.)

(5) USAID reserves the right to dissolve the PSE in the event of political instability, insecurity or other “force majeure” events render the activity ineffective. This provision is commonly referred to as a “crisis provision” or “crisis modifier.” While USAID will consult with the Recipient prior to dissolving the PSE, dissolution of the fund under a crisis modifier is solely at the discretion of USAID.

c. If USAID exercises the termination rights described above, or if the Endowment or Recipient should otherwise dissolved for any reason at any time, then in such event, whether before or following the oversight period, all Endowment assets held by the Recipient (both principal and income) should revert to USAID and be returned to the U.S. Treasury as miscellaneous receipts, unless USAID otherwise agrees in writing. Recipient and the Recipient should be required to take all necessary steps to facilitate such a turnover of funds, including an orderly liquidation of
assets as should be reasonably requested by USAID. If such assets are not turned over within 60 days of a written request therefor, then Recipient should be directly liable to USAID for the value thereof.

E.2 Accounting, Audits and Evaluations (Endowments) USNGO

a. Separate Accounts. The Recipient and the Recipient should hold the Endowment (the original Grant and all earnings thereon) in a separate account or accounts, and shall not commingle Endowment funds with assets, funds or investments from other sources while the Endowment is invested. However, after Endowment funds are disbursed from the Recipient to the Recipient to support its operations and the program described in Attachment 2, funds so disbursed from the Endowment may be commingled with other funds and need not be held in separate accounts nor separately tracked, provided that the Recipient operates its accounting and audit systems to adequately account for the expenditure of funds from all sources and to evidence compliance with this Agreement.

b. Accounting for Investments. The Recipient and the Recipient shall maintain books, records, documents and other evidence relating to the investment of the Endowment, in accordance with the Recipient's usual accounting procedures, to sufficiently substantiate investments made, bought or sold, all earnings received, and all disbursements from separate investment accounts to or on behalf of the Recipient.

c. Accounting for Program Expenditures. The Recipient should maintain books, records, documents, and other evidence relating to expenditures for the program supported by the Endowment and by funds from other sources, in accordance with the Recipient's usual accounting procedures, to sufficiently substantiate expenditures of the Recipient of funds from all sources for Recipient's operations and program. The Recipient's financial management system should provide for the following:

(1) Accurate, current, and complete disclosure for each Endowment sponsored activity in accordance with the reporting requirements of this grant. While AID requires reporting on an accrual basis, the Recipient should not be required to establish an accrual accounting system but should develop such accrual data for its reports on the basis of an analysis of the documentation on hand.

(2) Records that identify adequately the source and application of funds for Endowment sponsored activities. These records should contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, and income.

(3) Effective control over and accountability for all funds, property, and other assets. The Recipient should adequately safeguard all such assets and should ensure that they are used solely for authorized purposes.

(4) Comparison of actual outlays with budget amounts for each grant. Financial information should be related to performance and unit cost data whenever appropriate.
(5) Procedures to minimize the time elapsing between the transfer of funds from the Endowment and the disbursement by the Recipient.

(6) Procedures for determining the reasonableness, allowability, and allocability of costs in accordance with the provisions of the applicable Federal cost principles and the terms of the grant.

(7) Accounting records that are supported by documentation that at a minimum will identify, segregate, accumulate, and record all costs incurred under a grant and which fully disclose (i) the amount and disposition by the Recipient of the proceeds of such assistance, (ii) the total cost of the project or undertaking in connection with which such assistance is given or used, (iii) the amount of that portion of the cost of the project or undertaking supplied by other sources, and (iv) such other records as will facilitate an effective audit.

(8) A systematic method to ensure timely and appropriate resolution of audit findings and recommendations.

d. Subrecipients. The Recipient should require subrecipients to adopt the same standards in paragraph (c) above, and the Recipient should insert a clause to this effect in all subgrants.

e. Audits.

*(1) The Recipient should require the Asset Manager to provide the Recipient a copy of its annual audited financial statement, or other annual financial audit, of its management of the Endowment. If the Asset Manager is a U.S. financial institution or financial services entity subject to U.S. law, it is not necessary for a separate audit to be conducted in addition to audits required under U.S. law.

(2) During the oversight period, and if the Recipient is a nonprofit institution, it should conduct audits in accordance with the requirements of OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions".

(3) In cases of continued inability or unwillingness to have audits performed in accordance with the terms of this provision, USAID will consider appropriate sanctions which may include termination of the Endowment.

f. Audits of Subrecipients.

(1) U.S. Subrecipients. The Recipient should ensure that U.S. nonprofit subrecipients subject to the provisions of OMB Circular A-133 also conduct audits and submit them to the Recipient in accordance with that circular.

(2) Non-U.S. Subrecipients. The annual audit of the operations and program of the Recipient should include reasonable review of expenditures and operations of those non-U.S. subrecipients, which are not subject to OMB Circular A-133, that receive $25,000 or more per year, unless otherwise agreed by USAID in writing. Such audit responsibilities with respect to non-U.S. subrecipients may be satisfied
by relying on independent audits of the subrecipients, or on appropriate procedures performed by the internal audit or program staff of the Recipient, by expanding the scope of the independent financial audit of the Recipient to encompass testing of representative subrecipients' records, or by a combination of these procedures. The Recipient should require each subrecipient to permit independent auditors to have access to records and financial statements as necessary to perform audits.

g. Preservation of Records. The grantee should preserve and make available such records for examination and audit by AID and the Comptroller General of the United States, or their authorized representatives:

(1) until the expiration of three years from the date of termination of the grant; or

(2) for such longer period, if any, as is required to complete an audit to resolve all questions concerning expenditures unless written approval has been obtained from the grant officer to dispose of the records. AID follows generally accepted accounting practices in determining that there has been proper accounting and use of grant funds. The grantee agrees to make available any further information requested by AID with respect to any questions arising as a result of the audit.

h. Inspection of Records and Evaluations.

(1) During the oversight period, USAID will retain a discretionary right to inspect the books and records of the Recipient and its subrecipients and to perform or arrange for further audits at USAID's expense. Recipient should cooperate with USAID to allow and facilitate any such audits.

(2) During the oversight period, USAID may, at its own expense, conduct or arrange for one or more evaluations of the Recipient's programs funded in whole or in part by the Endowment, and Recipient must cooperate with USAID to allow and facilitate any such evaluations.

E. 3 Prohibited Uses (Endowments) USNGO

a. The Recipient agrees that the Endowment will be used only for the purposes set forth in the Program Description and, in any event, that such funds will not be used:

(1) to coerce any person to practice abortion; or

(2) to pay for the performance of involuntary sterilization or to coerce or provide any financial incentive to any person to undergo sterilization; or

(3) for military or paramilitary purposes; or

(4) to attempt to influence legislation in the United States, in the host country, or elsewhere *;
* This provision is not required by USAID. However, some Recipients have been advised by independent counsel that adherence to this provision is necessary in order to be granted 501(c)(3) status by the IRS.

(5) so as to inure, directly or indirectly, to the personal benefit of private persons, or be distributable to principals of the Recipient or the Asset Manager, except as such persons or their affiliates should be authorized and empowered to receive reasonable compensation for goods sold or services rendered to or on behalf of Recipient or its subrecipients.

b. (1) No Endowment funds may be used in a project or activity reasonably likely to involve the relocation or expansion outside of the United States of an enterprise located in the United States if non-U.S. production in such relocation or expansion replaces some or all of the production of, and reduces the number of employees at, said enterprise in the United States.

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

(3) No Endowment funds may be used in a project or activity which contributes to the violation of internationally recognized rights of workers in the host country, including those in any designated zone or area in that country.

c. Recipient must include the restrictions in subparagraphs a. and b. in subgrants made with Endowment funds.

E.4 Source, Origin and Nationality (Endowments) USNGO

In recognition of the fact that the Endowment was funded initially by a Grant from the U.S. Government, during the oversight period, Recipient agrees:

a. to make a good faith effort to use U.S. flag air carriers and ocean vessels when they are available, for travel and shipping financed from the Endowment;

b. to make a good faith effort to follow USAID's policies on source, origin and nationality of goods and services financed with the Endowment. Such policies generally require that goods and services be manufactured or originated in the United States or the host country, and be purchased from suppliers located in the United States or in the host country, except in cases in which U.S. or local goods or services are not available, or the objectives of the program would be otherwise impaired.

Recipient must include this standard provision number 4 in all subagreements during the oversight period.

E.5 Procurement Policies (Endowments) USNGO

The Recipient may use its own procurement policies and practices for the procurement of goods and services under the Endowment, provided they conform to the requirements listed below.
a. The Recipient should maintain a code or standards of conduct that should govern the performance of its directors, officers, employees or agents engaged in the awarding and administration of contracts, grants, loans or other benefits using Endowment funds. No director, employee, officer or agent of the Recipient should participate in the selection, award or administration of a contract, loan, grant or other benefit or transaction funded by the Endowment, in which the individual, members of the individual's immediate family or his or her business partners, or organizations controlled by or substantially involving such persons, has or have a financial interest. Nor should any individual director, officer, employee, or agent of the Recipient so participate in such transactions involving organizations or persons with which or whom that individual is negotiating or has any arrangement concerning prospective employment. The Recipient's directors, officers, employees or agents should neither solicit nor accept gratuities, favors or anything of monetary value from contractors or potential contractors. Such standards of conduct should provide for disciplinary actions to be applied for violations of such standards by the Recipient's directors, officers, employees or agents.

b. All procurement transactions should be conducted in a manner to provide, to the maximum extent practical, free and open competition. The Recipient should be alert to organizational conflicts of interest or noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Awards should be made to the bidder/offeror whose bid or offer is most advantageous to the Recipient under the criteria for selection chosen for the procurement. Solicitations should clearly set forth all requirements that the bidder/offeror must fulfill in order to be evaluated by the Recipient. Any and all bids/offers may be rejected when it is in the Recipient's interest to do so.

c. Solicitations for goods and services should be based upon a clear and accurate description of the technical requirements for the material, product or service to be procured. Such a description should not, in competitive procurements, contain features which unduly restrict competition.

d. Contracts should be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. Consideration should be given to such matters as contractor integrity, record of past performance, financial and technical resources or accessibility to other necessary resources.

e. Some form of price or cost analysis should be made in connection with every procurement. This analysis may be accomplished in various ways, including the comparison of price quotations submitted, and comparison of quotations with market prices.

f. Procurement records for purchases in excess of $100,000 should be maintained and should include the following:

(1) basis for award and for contractor selection, based on cost, price, or other factors;
(2) justification for lack of competition when competitive offers are not obtained and considered.

g. The foregoing provisions should be agreed to by subrecipients with grants in excess of $25,000 per year.

E.6 Nonliability - (Endowments) USNGO

USAID does not assume liability for any claims by third parties for damages arising out of this Agreement or of the management or expenditure of the Endowment.

E.7 Amendment (Endowments) USNGO

This Agreement may be amended by formal written modification to the Agreement signed by the USAID Agreement Officer and an appropriate official of the Recipient.

[END OF ATTACHMENT E]
ATTACHMENT F: Initial Environmental Examination (IEE)

Environmental Compliance

The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID’s activities on the environment be considered and that USAID includes environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID’s Automated Directives System (ADS) 204, which require, in part, that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities. No activity funded under this Cooperative Agreement will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in an Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the Bureau Environmental Officer (BEO). Hereinafter, such documents are described as “approved Regulation 216 environmental documentation.”

The activity environmental compliance obligations under these regulations are specified in the PSE IEE, which is included below. The Recipient should be responsible for implementing all IEE conditions pertaining to activities to be funded under this award.

1) In addition, the Recipient must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter should govern.

2) As part of its initial Work Plan, and all Annual Work Plans thereafter, the Recipient, in collaboration with the USAID Agreement Officer’s Representative and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, should review all ongoing and planned activities under this Cooperative Agreement to determine if they are within the scope of the approved Regulation 216 environmental documentation.

3(a) If the Recipient plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it should prepare an amendment to the documentation for USAID review and approval. No such new activities should be undertaken prior to receiving written USAID approval of environmental documentation amendments.

3(b) Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation should be halted until an amendment to the documentation is submitted and written approval is received from USAID.

4) If a sub-grant is included under proposed activities, the Recipient must use the Environmental Review Form (ERF) or Environmental Review (ER) checklists to screen grant proposals to ensure that the funded proposals will result in no adverse environmental impacts, to develop necessary mitigation measures and to specify monitoring and reporting. Implementation of sub grant activities cannot go forward until the ERF or ER checklist is completed by the Recipient and approved by USAID. The Recipient is responsible for ensuring the mitigation
measures specified by the ERF or ER checklist process are implemented and addressed in reports.

[END OF COOPERATIVE AGREEMENT No. 72030618CA00009]