USAID | AFGHANISTAN
FROM THE AMERICAN PEOPLE

Office of Acquisition and Assistance
January 04, 2011

Attn: Mr. Ruhullah Qarizada
President, Afghanistan Independent Bar Association
Shahr-e- Naw, Anzala Mosque, First Street
Kabul, Afghanistan
Email: rqarizada@yahoo.com

Subject: Cooperative Agreement No. AID-306-A-12-00001

Dear Mr. Ruhullah:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development (USAID) hereby awards to AFGHANISTAN INDEPENDENT BAR ASSOC., hereinafter referred to as the "Recipient", the sum of $*1,200,500* to provide support for a program in as described in the Attachment B, entitled "Program Description."

This Cooperative Agreement is effective and obligation is made as of the date of this letter and shall apply to expenditures made by the Recipient in furtherance of program objectives during the period beginning with the effective date January 04,2012 and ending January 03, 2014. 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 AFGHANISTAN INDEPENDENT BAR ASSOC., on condition that the funds will be administered in accordance with the terms and conditions as set forth in Attachment A (the Schedule), Attachment B (the Program Description), and Attachment C (the Standard Provisions), all of which have been agreed to by your organization.

Please sign the original and all enclosed copies of this letter to acknowledge your receipt of the Cooperative Agreement, and return the original and all but one copy to the Agreement Officer.

Sincerely yours,

Michael Ashkouri, Esq.
Acting Office Director for Operations
Office of Acquisition and Assistance

U.S. Agency for International Development
Great Massoud Road
Kabul, Afghanistan
http://www.usaid.gov/locations/asia_near_east/afghanistan

Tel: (202) 216-6288
Fax: (202) 216-6288 ext. 4162

Attachment A -Schedule 4
A.1 PURPOSE OF AWARD 4
A.2 PERIOD OF AWARD 4
A. 3 AMOUNT OF AWARD AND PAYMENT 4
A.4 AWARD BUDGET 4
A.5 PAYING OFFICE: 5
A.5 AUTHORIZED GEOGRAPHIC CODE 5
A.6. INTERNATIONAL TRAVELS: 5
A.7 REPORTING AND EVALUATION: 6
A.8 TITLE TO PROPERTY: 8
A.9 SUBTANTIAL INVOLVEMENT: 8
A.10 KEY PERSONNEL: 9
A.11. RESOLUTION OF CONFLICTS: 9
A.12. SPECIAL PROVISIONS: A.12.1. Pre-award survey of AIBA indentified the findings below: 9
A.12.2 Afghan Information System: 10
A.12.3 PAYMENT – ADVANCE (OCTOBER 1998): 11
A.12.4 USAID DISABILITY POLICY (DEC 2004): 11
A.12.5. EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002): 12
A.12.6. FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL 12
CONFERENCES (JAN 2002): 12
A.12.7. Non-Federal Audits: 12
A.12.8. SECURITY: 12
A.12.9. RESTRICTIONS ON FUNDING FOR LAW ENFORCEMENT: 13
A.12.10. HOST COUNTRY TAXES AND DUTIES: 13
A.12.11. PERFORMANCE IN AFGHANISTAN (JULY 2010): 13
A.12.12. SERIOUS INCIDENT REPORTING IN AFGHANISTAN (DECEMBER 2010) 14
A.12.13. GENDER INTERGRATION REQUIREMENTS (DECEMBER 2010): 15
Attachment B - Program Description 16
Attachment C - Standard Provisions 21
Reporting Sub-awards and Executive Compensation (Oct 2010) 21
Central Contractor Registration and Universal Identifier (Oct 2010) 23
Trafficking in Persons (Oct 2010) 24
APPLICABILITY OF 22 CFR PART 226 - MAY 2005 25
INELIGIBLE COUNTRIES 25
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - JAN 2004 25
DRUG FREE WORKPLACE - JAN 2004 26
EQUAL PROTECTION OF THE LAWS FOR FAITH-BASED AND COMMUNITY ORGANIZATIONS - DEC 2009 27
IMPLEMENTATION OF E.O. 13224 - EXECUTIVE ORDER ON TERRORIST FINANCING - MAR 2002 28
MARKING UNDER USAID-FUNDED ASSISTANCE INSTRUMENTS (DEC 2005) 28
INTERNATIONAL AIR TRAVEL AND TRANSPORTATION - JUN 1999 32
VOLUNTARY POPULATION PLANNING ACTIVITIES - MANDATORY REQUIREMENTS - MAY 2006 34
ALLOWABLE COSTS - OCT 1998 34
ACCOUNTING, AUDIT, AND RECORDS - OCT 1998 35
PAYMENT ADVANCES AND REFUNDS - OCT 1998 35
PAYMENT – ADVANCE (OCTOBER 1998) 36
REVISION OF AWARD BUDGET - OCT 1998 36
TERMINATION AND SUSPENSION - OCT 1998 37
DISPUTES - OCT 1998 38
AMENDMENT - OCT 1998 38
NOTICES - OCT 1998 38
GENDER REQUIREMENTS: 39
AFGHANIZATION: 39
VETTING: 39
ANNEX A-PIF 43
Attachment D - Branding Strategy and Marking Plan 47

Attachments:

A. Schedule

B. Program Description

C. Standard Provisions

D. Branding Strategy and Marking Plan

ACKNOWLEDGED: Afghanistan Independent Bar Association,(AIBA)

By: Afghanistan Independent Bar Association

Name: Ruhullah Qarizada

Title: President

Date: January 8, 2012

Attachment A -Schedule

A.1 PURPOSE OF AWARD

The purpose of this Cooperative Agreement is to provide support for the program described in Attachment B to this Cooperative Agreement entitled "Program Description."

A.2 PERIOD OF AWARD

1. The effective date of this Cooperative Agreement is the signature date of the Agreement Officer. The estimated completion date of this Cooperative Agreement will be January 03, 2014.

2. As indicated in Section A.3 (b) below, this Award shall be incrementally-funded. The obligated amount set forth in Section A.3 (b) below is anticipated to be sufficient through approximately May 17, 2012. The Recipient is authorized to continue expending obligated funds, if available, beyond that date, but not after the estimated completion date set forth in Section A.2 (a) above.

A. 3 AMOUNT OF AWARD AND PAYMENT

1. The total estimated amount of this Cooperative Agreement for the period shown in A.2.1 above is $1,200,500.

2. USAID hereby obligates the amount of $100,000 for program expenditures during the period set forth in A.2.2 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 nor is the Recipient required to continue performance or incur costs in excess of this amount (including actions/costs under the termination and suspension provisions of22 CFR 226.60-62). If, pursuant to 22 CFR 226.25(c) (4), the Recipient requests additional USAID funding and USAID determines not to provide such additional funding, the Agreement Officer will, upon written request of the Recipient. Terminate this Award pursuant to 22 CFR 226.61 (a) (2).

The following is the Award Budget, including local cost financing items, if authorized. Revisions to this budget shall be made in accordance with the Mandatory Standard Provisions entitled "Revision of Award Budget (October 1998)." Please note that the obligation will be verified by USAID based on the performance of the recipient.

A.5 PAYING OFFICE:

The preferred method of transmission of invoices is through electronic medium at the following address: KabulAIDevouchers@usaid.gov. Subject line shall read AID-306-A-12-00001. The SF-1034 must be signed, and it must be submitted along with the invoice and any other documentation in Adobe format. If submitting invoices electronically, do not send a paper copy.

Paper copy submission: One (1) original of each invoice shall be submitted on an SF-1034 Public Voucher for Purchases and Services Other Than Personal to the Office of Financial Management (OFM) at the following address:

Office of Financial Management
USAID/Afghanistan
U.S. Embassy
East Compound
Great Masood Road
Kabul, Afghanistan

Financial Tracking and vouchering

It is likely that multiple resources of funds, e.g., supplemental funds, may be used to fund this contract. The recipient should be prepared to track the use of these multiple financial resources and performance measures associated with these funds. All vouchers should clearly mark the source of funds. Prior year funds should be disbursed first.

A.5 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this award is 000.

A.6. INTERNATIONAL TRAVELS:

The USAID/Afghanistan AOTR shall provide concurrence for all budgeted international travel prior to the initiation of travel. The Implementing Partner will submit a quarterly report for all international staff for the AOTR's

concurrence. Recipient shall seek USAID/Afghanistan AO approval for any additional international travel not included or anticipated in the approved budget. No Business class travel is approved under the Award.

A.7 REPORTING AND EVALUATION:

(a) Financial Reporting

(1) Reporting of Expenditures

Financial reporting requirements shall be in accordance with 22 CFR 226.22 regarding Letter of Credit advance payments. Either paper copies or electronic copies (scanned PDF document) may be submitted, but not both.

In accordance with 22 CFR 226.52, the SF 425 and SF 272 are used to report actual expenditures and are required on a quarterly basis. The Recipient shall submit these forms in the following manner:

The SF 425 (is necessary) must be submitted via electronic format to the U.S. Department of Health and Human Services (HHS) (http://www.dpm.psc.gov) within 45 calendar days following the end of each quarter. A copy of this form shall also be submitted at the same time to the Agreement Officer's Technical Representative (AOTR), to the Agreement Officer (AO) and to the USAD/Afghanistan Office of Financial Management at kabulfinancialreport@usaid.gov.

One copy of the SF 425 (as appropriate) must be submitted to the Agreement Officer Technical Representative. These reports shall be submitted within 30 calendar days from the end of each quarter, except that the final report shall be submitted within 90 calendar days from the estimated completion date of this Award.

5. In accordance with 22 CFR 226.70-72, the original and two copies of all final financial reports shall be submitted to the USAID/Washington M/FM/CMP-LOC Unit. The electronic version of the final SF 425 may be submitted to HHS in accordance with paragraph (a) (2) (A) above.

(b.1) Programmatic Reporting

Program Planning Reports

Weekly Activity Report: No more than a paragraph detailing key activities and project achievements of the past week. The submission would be COB Thursday for activities for the previous week.

(C) Monitoring and Evaluation (M&E) Plan

Within one month, the implementer will submit a monitoring and evaluation plan for USAID to review and approve. The plan will clearly demonstrate how project activities will address needs and reach goals. This will include benchmark statistics, intermediate and full project targets with quantifiable measurements and descriptive indicators that provide context.

The AOTR will provide comments within 30 days, and the Recipient shall then submit three copies of the final M&E plan within 15 days of receipt of the AOTR's comments to the AOTR for approval. The M&E plan must be approved by the AOTR.

(D) Performance Monitoring Reports

(D.1) Notifications

The Recipient shall submit one copy to the AOTR and one copy to the Agreement Officer of notifications (in writing), as follows:

(i) Developments which have a significant impact on the activities supported by this Award; and

(ii) Problems, delays, or adverse conditions which materially impair the ability to meet the objectives of this Award. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the problem.

(B) Quarterly Program Performance Reports

(i) The Recipient shall submit one copy of a concise and brief quarterly program performance report to the AOTR. Electronic submissions are preferred over hard-copy.

(ii) Reporting periods are calendar quarters.

(iii) The due-date for these program performance reports is not later than 30 days after the end of each reporting period. However, if the reporting period ends before 45 days from the effective date of this Award, or less than 30 days from the estimated completion date of this Award and this Award are not being extended, no submission shall be required. All other reporting requirements shall, however, apply.

(iv) At a minimum, these reports shall include the following:

A comparison of actual accomplishments, both for the reporting period and cumulatively, with the established goals and objectives, and expected results; the findings of the investigator; or both. Data (both qualitative and quantitative) must be presented using established baseline data and indicators, and be supported by a brief narrative. Whenever appropriate and the output of programs or projects can be readily quantified, such quantitative data should be related to cost data for computation of unit costs;

Reasons why established goals were not met (if applicable), the impact on the program objective(s), and how the impact has been/will be addressed; and
Other pertinent information including, when appropriate, success stories (if available) which illustrate the direct positive effects of the program; how unforeseen circumstances affected overall performance compared to original assumptions (if applicable), how activities were accordingly adjusted or re-targeted; and analysis and explanation of cost overruns or high unit costs.

(E) Final Report

(E.1) The Recipient shall submit one copy of an annual and/or final results report to the AOTR. Electronic submissions are preferred over hard-copy. These results reports shall cover the period October 1st through September 30th of each year, or parts thereof. If this Award expires during the reporting period, the Recipient shall submit a final report not later than 90 days after the estimated completion date. Otherwise, the Recipient shall submit an annual report not later than December 31. These annual and final results reports shall emphasize quantitative as well as qualitative data that reflect results, shall measure impact using the baseline data and indicators established for the program, and shall, at a minimum, include the following:

(i) Number of beneficiaries targeted during the reporting period;

(ii) Number of beneficiaries reached during the reporting period;

(iii) Cumulative number of beneficiaries targeted to date;

(iv) Cumulative number of beneficiaries reached to date;

(v) Total numbers of beneficiaries targeted and reached to date;

(vi) A description of assessments and surveillance data used to measure results;

(vii) Success stories and an explanation of successes achieved, constraints encountered, and adjustments made for achieving program objectives;

(viii) A discussion of the overall performance of the program, including details of any discrepancies between expected and actual results and any recommendations for improving the design of the program;

(ix) Overall cost effectiveness, with particular attention paid to cost savings and/or cost overruns, and other significant cost impacts such as major exchange rate fluctuations or other types of inflation shall be detailed;

(x) A comparison of actual accomplishments, both for the reporting period and cumulatively, with the established goals and objectives, and expected results; the findings of the investigator; or both. Data (both qualitative and quantitative) must be presented using established baseline data and indicators, and be supported by a brief narrative. Whenever appropriate and the output of programs or projects can be readily quantified, such quantitative data should be related to cost data for computation of unit costs;

(xi) Reasons why established goals/targets were not met (if applicable), the impact on the program objective(s), and how the impact has been/will be addressed; and

(xii) Other pertinent information including, when appropriate, success stories (if available) which illustrate the direct positive effects of the program; how unforeseen circumstances affected overall performance compared to original assumptions (if applicable), how activities were accordingly adjusted or re-targeted; and analysis and explanation of cost overruns or high unit costs.

F. Closeout Plan:

30 days prior to the completion date of the Cooperative Agreement, the Recipient shall submit a Closeout Plan to the Agreement Officer and AOTR. The closeout plan shall include, at a minimum, an illustrative Property Disposition plan; a delivery schedule for all reports or other deliverables required under the Agreement; and a time line for completing all required actions in the Closeout Plan, including the submission date of the final Property Disposition plan to the Agreement Officer's Technical Representative. The closeout plan shall be approved in writing by the Agreement Officer.

A.8 TITLE TO PROPERTY:

Once property is no longer used by the program and/or at the close of the program, whichever comes first, Property title will be vested with the recipient.

A.9 SUBTANTIAL INVOLVEMENT:

Substantial involvement during the implementation of this Agreement must be limited to approval of the elements listed below:

Pursuant to ADS 303.5.11(a), USAID substantial involvement in this cooperative agreement shall include:

USAID/Afghanistan shall provide prior written approval of Key Personnel;

1. USAID/Afghanistan AOTR shall provide written approval of the Recipient's Implementation/Work Plan. If the Program Description does not establish a timeline for the planned achievement of milestones or outputs in sufficient detail, USAID may approve the plan at a later date.
2. USAID will not require approval of these plans more often than semi-annually;
3. USAID/Afghanistan AO shall provide approval of all sub-awards if the entity was not mentioned by name in the original Program Description and approved Budget.
4. USAID/Afghanistan AOTR shall provide Approval of the Recipient's Performance Management Plan.

A.10 KEY PERSONNEL:

The following positions have been designated as key to the successful completion of the objectives of this award. In accordance with the Substantial Involvement clause of this award, the personnel are subject to the approval of the USAID Agreement Officer's Technical Representative (AOTR). The Recipient agrees to notify USAID at least 30 days in advance of the diversion of any personnel filling such positions identified below. Further, the Recipient agrees to notify USAID as soon as possible of the removal of any personnel filling such positions identified below.

- Chief of Party;
- Deputy Chief of Party; and
- Admin and Finance Manager

A.11. RESOLUTION OF CONFLICTS:

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

Attachment A – Schedule 22CFR226
Attachment B - Standard Provisions
Attachment C - Program Description
Attachment D - Branding Strategy and Marking Plan

AIBA will contract with a USAID/Afghanistan/OIG approved audit firm for an annual audit. The audit will start 90 days after the completion of the benchmarks in Section A.12.1. The audit contract must include quarterly fieldwork and management reports must be submitted to the cognizant Agreement Officer 45 days after the end of the quarter.

A.12.2 Afghan Information System:

USAID/Afghanistan uses a management information system (Afghan Info) to track program and project information for all mission-funded activities. The purpose of this database is to track and monitor development projects and maintain coordination between USAID/Afghanistan, USAID/Washington, Congress, International Security Assistance Forces (ISAF), implementing partners, the Government of Afghanistan, and other donors. This reporting process supports the Government of Afghanistan's requirement that USAID provide information to the Ministry of Finance in order to track ongoing and completed donor-sponsored development activities.

In keeping with monitoring and reporting program performance, the Recipient shall provide at least a quarterly update of information on the activities under the award by entering this information into the Afghan Info. The Recipient shall coordinate with the AOTR to obtain information about this simple program and ensure that all relevant Recipient staff receives training if necessary.

A.12.3 PAYMENT – ADVANCE (OCTOBER 1998):

a. In accordance with the Standard Provision entitled "Payment Advances and Refund": USAID funds shall not be commingled with other recipient owned or controlled funds; the recipient shall deposit all USAID cash advances in a separate bank account and shall make all disbursements for goods and services from this account.

b. Advances shall be limited to the minimum amounts needed to meet current disbursement needs (generally 30 days) and shall be scheduled so that the funds are available to the grantee as close as is administratively feasible to the actual disbursements by the grantee for program costs. Advances made by the recipient to sub-recipients or the recipient's field organizations shall conform substantially to the same standards of timing and amount as apply to cash advances by USAID to the recipient.

c. Procedures. After receipt of the initial advance, the recipient shall submit a Standard Form 1034 for each upcoming month (30-day period), with the statement "Request for Advance" printed at the top of the form. The recipient may submit a set of these forms on a quarterly basis (i.e. submission of three SF 1034s, one for each month in the upcoming quarter). At the end of each quarter the recipient shall submit a SF 1034 (marked "Liquidation of Advances") to liquidate the advances of the previous quarter. The recipient may submit a new set of SF 1034s ("Request for Advance") once the "Liquidation of Advances" has been submitted. Each SF 1034 shall be identified by the appropriate award number.

A.12.4 USAID DISABILITY POLICY (DEC 2004):

1. The objectives of the USAID Disability Policy are

a) 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;

b) To increase awareness of issues of people with disabilities both within USAID programs and in host countries;

c) 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

d) To support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website: http://www.usaid.gov/about_usaid/disability/.

2. 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.

A.12.5. EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002):

The Contractor/Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the responsibility of the Contractor/Recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/sub-awards issued under this contract/agreement.

A.12.6. FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JAN 2002):

Funds in this agreement may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences" or as approved by the AO.

A.12.7. Non-Federal Audits:

In accordance with 22 C.F.R. Part 226.26 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.

A.12.8. SECURITY:

The Recipient shall 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 shall closely monitor APPF procedural requirements and implement changes. Recipient shall 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 the time of award of this Cooperative Agreement, the contact persons for this process are Colonel Mohammad Maroof, General Manager of Plans and Statistics, APPF, 0799-310-322, and Colonel Shir Ali who is the Deputy of Plans and Statistics, , APPF, 0799-843-165. (Note: Both are more comfortable communicating in Dari). USAID's, Safety and Security Office will assist with the process and may be reached at kabulaidsso@usaid.gov.

The Recipient shall be 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 task orders that such facilities and services are to be provided by other means. The Contractor responsibilities shall 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 shall be responsible for maintaining the security of its personnel, materials, and equipment.

The Recipient shall prepare a comprehensive safety and 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, serving in Afghanistan or elsewhere within the region as it relates to performance of the work. The Recipient shall continuously monitor and update this comprehensive safety and security plan by means of qualified and competent staff of personnel. The Recipient shall 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.

A.12.9. RESTRICTIONS ON FUNDING FOR LAW ENFORCEMENT:

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.

A.12.10. HOST COUNTRY TAXES AND DUTIES:

The Recipient is advised that equipment, materials, and funds introduced into Afghanistan under the USAID program are exempt from customs duties and taxes of every kind. Accordingly, and in accordance with the applicable U.S. Government cost principles (see 22 CFR 226.27), such costs are unallowable and may not be charged to this Award or paid with funding provided hereunder. If the Recipient is assessed any such charges, the Recipient shall bring the proposed assessment to the immediate attention of the Agreement Officer and USAID/Kabul.

A.12.11. 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 Technical Representative (AOTR). Recipient shall 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 Technical Representative (AOTR).

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 AOTR. COM policies and procedures may be obtained from the RSO via the Agreement Officer's Technical 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 shall proceed with any security guidance provided by the RSO, but shall advise the Agreement Officer and the Agreement Officer's Technical Representative of the guidance received and any potential cost or schedule impact.

A.12.12. SERIOUS INCIDENT REPORTING IN AFGHANISTAN (DECEMBER 2010)

The implementing partner is responsible for reporting all serious incidents during performance of the award. This reporting shall 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 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 as any of the following against an employee paid for with US Government funding or on a USAID funded worksite regardless of the tier of the employee:

1. Death of an individual,
2. Discharge of a firearm with the intent to cause bodily injury or the use of an instrument with the intent of causing serious bodily harm to an employee,
3. The detention of an employee against their will.

Implementing partners shall provide initial notification to the USAID Safety and Security Office (SSO), either orally or by email, of any serious incident - as soon as practical if it practical if it
cannot be done immediately. The emails shall be sent to:

KabulAIDSSO@usaid.gov. This notification must provide as many details as are known at the time about of the incident.

Within 24 hours of the incident, the implementing partner shall submit a more formal written incident report. The prime partner shall provide the report to the SSO and will concurrently send a copy to the USAID Cognizant Contracting/Agreement Officer's Technical Representative (AOTR) and the Agreement Officer (AO).

The initial written report shall include the award number, the name of the company, location where the incident occurred (LatiLon or MGRS), time when the incident occurred, a brief description of the events of the incident, details about any known casualties and a point of contact for the company. The implementing partner shall provide a follow-up comprehensive written report of events surrounding the incident within 96 hours when greater details are known. Additionally, if a serious incident which involves an employee wounded in action (WIA) who later succumbs of the wound(s), the partner shall notify the SSO within 24 hours of the death of the individual.

A.12.13. GENDER INTERGRATION REQUIREMENTS (DECEMBER 2010):

USAID programs must address the needs and protect the rights of women and girls in Afghanistan. Therefore, USAID requires recipients to undertake efforts to prevent discrimination and violence against women and girls, provide economic and leadership opportunities, increase participation of women in the political process, improve security for women and girls, promote education, health and well-being, and other efforts designed to directly benefit women and girls. The Recipient shall integrate assistance to women into all aspects of development, planning, programming and implementation, as a part of this assistance program. Such integration shall contribute to the three pillars of development outlined in the ten-year National Action Plan for the Women of Afghanistan (NAPWA) 1) Security; 2) Government, Rule of Law, and Human Rights; and 3) Economic and Social Development. The Recipient shall establish the necessary implementation, management and reporting systems to separately track and report to USAID data on female beneficiaries and measurable impacts of activities intended to address the needs of women and girls. It is expected that the relevant indicators on female beneficiaries and impacts of activities on the needs of women and girls will vary by project. However, relevant indicators may include items such as:

1. The total number of women and girls supported through the agreement on a quarterly basis through Afghan Info;
2. Number of women accessing basic services, including education and health;
3. Number of interventions leading to increased employment and economic opportunities for
4. Women, as well of number of beneficiaries;
5. Number of interventions resulting in increased participation of women in government and civil society;
6. Number of activities supporting legal rights and public access for women; and,
7. Outcomes for women who have benefited from the agreement. The Recipient shall refer to USAID/Afghanistan's comprehensive Performance Management Plan (PMP) for complete list of gender indictors. To the extent possible, indicators applicable to the agreement will be disaggregated by gender.

{End of Attachment A}

Attachment B - Program Description

Executive Summary:

AIBA is an independent non-profit professional membership organization created by a legislative act (i.e. the Advocates Law attached as annex 4). Therefore the AIBA has no owners and it is not required to register with any Government ministry as it is independent of all ministries.

Background to the AIBA

The project of establishing an independent bar association in Afghanistan was initiated by the International Legal Assistance Consortium (ILAC) in 2003. The International Bar Association was the implementer of this project, with economic support from the Swedish Government. After several years of cooperation between resident IBA experts, the Afghan Ministry of Justice, and the Afghan legal profession and civil society, implementing legislation in the form of the Advocate's Law together with the By-Laws for the bar association were drafted. The project took its most important step in July 2008 with the formal inauguration of the Afghan Independent Bar Association (AIBA) at the General Assembly which was funded by UNODC. Since the inception of the AIBA, the French Embassy has provided funding for legal texts and library materials and more recently, for two prefabricated buildings for AIBA members at the Primary and Appeal courts. Open Society Institute and the Swedish Government provided funding for salaries and office costs in 2009/2010.1

The development of the AIBA has met with considerable international attention. At the Rule of Law Conference in Rome in July 2007, President Karzai specifically referred to the establishment of an Afghan bar association as an important means of reforming the legal profession. In his report of 6th March 2008 to the United Nations Security Council, the United Nations Secretary General mentioned the Advocate's Law as one of a few positive developments in legal reform activities in Afghanistan.

Problems to be addressed

Although the AIBA has members all over Afghanistan and has travelled to the provinces to train lawyers, its reach remains largely Kabul focused. Due to the lack of infrastructure in Afghanistan, it is difficult to perform the basic functions of a bar association remotely. Functions such as providing continuing legal education, regulating the profession's compliance with the code of conduct, registering lawyers, renewing their licenses and administering the bar exam to recent graduates, require the presence of the lawyer. The AIBA is also not able to monitor the particular problems experienced by lawyers in the Provinces, such as lack of access to prisoners, exclusion from the court by judges, and lack of cooperation of prosecutors in the investigative process. Moreover, the AIBA are unable to advocate on behalf of defense lawyer's rights or those of their client's. The constitutional right to a defense is frequently violated, because of the lack of awareness of this right amongst police, prosecutors, the courts and the accused. Comprehensive mechanisms to insure that a defense lawyer is provided are also lacking. When defense lawyers are available their knowledge and skills are often weak. To date minimal training for advocates has been provided either by the GIRoA or through international programs, in comparison to training provided for judges and prosecutors. There is neither a comprehensive scheme for post baccalaureate training nor any sustainable mechanism for continuing education for AIBA members.

Expected Goals to be achieved

By opening regional sub-offices of the AIBA in Mazar, Herat, Jalalabad and Kandahar, the AIBA will increase its reach to include both the lawyers based in those provinces and lawyers based in the surrounding provinces. A

registration drive will ensure that all lawyers in those areas are registered. Training will be provided to lawyers, prosecutors and judges on the right to a defense and the code of conduct. More in depth training will be provided to lawyers to increase their capacity to represent clients effectively. Training modules have already been developed and utilized by the AIBA with the support of GIZ in other provinces. These training materials are based around practical legal skills including drafting, investigation, case strategy and also code of conduct issues. The AIBA will also travel to other provinces to deliver these trainings.

Another function that can be performed by the regional AIBA offices is that of legal aid coordination and distribution of pro bono cases. Currently, there is little coordination of case allocation between MOJ Legal Department lawyers and legal aid NGOs. Under the AIBA's by-laws lawyers should take on 3 pro bono cases per year However due to a lack of awareness far too few cases are referred to the AIBA for all members to meet this requirement. The AIBA regional offices can both work to increase the number referrals and allocate the cases referred to private lawyers to fulfill this duty.

The AIBA offices will perform public awareness-raising of the right to a defense lawyer. Posters targeted at both the literate and illiterate will be printed and permission requested to place them in prisons and police stations. Radio programs will be recorded and aired locally, informing the public about their right to a lawyer, and a free lawyer if they are indigent and facing a criminal charge.

The AIBA central office in Kabul will be strengthened and the capacity and transparency of the AIBA's accounting, finance, procurement and administrative personnel and systems will be improved.

III TECHNICAL MERIT

(a) Technical Approach

AIBA has been in operation since July 2008. The President and Executive Director and the Leadership Council were elected and the by-laws were adopted at the inaugural General Assembly. With the assistance of the Legal Specialist assigned by the International Bar Association (IBA) to the AIBA, they set up the office of the AIBA from scratch. They located office premises, advertised and interviewed for staff members and purchased all necessary equipment to run the office.

The finance officer, with the assistance of the Legal Specialist, drafted finance procedures in accordance with international NGO standards and procedures are in place as to handling of cash, book-keeping, payroll, procurement, receipts and vouchers, signing authority, check book and bank account use, financial filing and so on. Finance procedures have also been developed relating to licensing of AIBA members. Monthly reports are produced which include accounts and budget tracking.
An office manual was drafted which includes a Human Resources section which promotes transparent and merit based hiring.

The sub-offices proposed in Herat, Mazar, Jalalabad and Kandahar will report to the President and the Executive of the AIBA main office in Kabul. They will receive the support of the staff already experienced in the setting up and running of a bar association, and the financial procedures and office manual will apply to the sub-offices.

The IBA Legal Specialist's presence has been intermittent due to inconsistent funding. However, this position was re-instated with funds from the British Embassy Kabul thru November 2011, at which point, it is likely that additional funding for this position will be found. The IBA will therefore, be in partnership with the AIBA and the IBA Legal Specialist will assist and advise in setting up of the regional offices and in organizing the next General Assembly.

AIBA with the assistance of IBA will recruit a qualified international or local Monitoring and Evaluation Specialist who will be responsible for devising and putting in place monitoring and evaluation mechanisms for each stage of the program and for each regional office. The first task will be to draft a strategy document for the program, including a timeline for program milestones to be achieved. The M & E Specialist will also be responsible for ensuring that the program complies with USAID procedures and reporting requirements, general management of the project and the budget. If there are no qualified local M&E Specialists, an international M & E Specialist will be hired and will be responsible for recruiting a national counterpart to assist with these responsibilities and training the national counterpart to function as the M & E Specialist at the close of the GAPS grant without assistance.

A national Regional Coordinator will be recruited to work in the Kabul main AIBA office. The Regional Coordinator will work under the direction of the AIBA Leadership (the President and the Executive Director) to facilitate the setting up of each regional office in accordance with the office procedures of the main Kabul office. The Regional Coordinator will be responsible for the operational aspects of setting up the regional offices, in terms of locating premises and equipping the office with all necessary office equipment. The Coordinator will also be the focal point for the regional offices contact with the main office once the regional offices are up and running.

An Office Manager and an Office Assistant will be recruited for each office. Upon recruitment, they will attend a training and mentoring course at the main office under the direction of the AIBA Leadership. The course will train them as to how the main office works, and how to use the office manual which details office administration and financial procedures. They will be trained in licensing procedures so that they can renew licenses and register new licenses in their region and also in the system to distribute pro bono cases to lawyers in their region (each member of the AIBA must complete 3 pro bono cases per year under the by-laws). They will also receive training from the Monitoring Board of the AIBA in the code of conduct for lawyers so that they can receive complaints in their regions and refer them to the Monitoring Board in Kabul for investigation and potential disciplinary procedures. Each regional Office Manager will report to the President of the Bar Association in matters relating to the running of the office and to the M & E Specialist in matters related to monitoring and evaluation of the project, in accordance to the milestones set out in the strategy document.

The Office Manager will provide a brief written weekly report to the Regional Coordinator and the President of the AIBA. A weekly telephone meeting will take place between the Regional Coordinator and the Office manager to discuss issues raised in the written report. The regional offices will keep records of licensing procedures, pro bono cases distributed and complaints referred to the Monitoring Board, which will be sent to the main office for inclusion in the main office database.

Each regional office will be responsible for providing trainings for lawyers in their region. After each training, a training report will be drafted by the Office Manager to include: a record of the participants, details of the training and monitoring and evaluation of the impact of the training. This report will be provided to the Regional Coordinator.

b) Strategic Fit

The opening of sub-offices will strengthen the state justice system, by strengthening the role that lawyers play in governance and civil society. Lawyers will have their interests represented in the relevant provinces by the AIBA, who can take up such issues as defense lawyers being excluded from court, prisons and from investigations. The role of the defense lawyer will be better understood by justice actors increasing the effectiveness of legal representation and defendant's access to their rights enshrined in the Constitution.

Trainings will increase the capacity of the lawyers to understand their role and to represent their clients according to the law. Clients will be better defended, which will increase citizen access to effective justice. Furthermore, increased capacity of lawyers will have a knock on effect of increasing the effectiveness of the courtroom in general.

Public awareness campaigns will also increase awareness amongst citizens of the right to a defense and to what clients can expect from their lawyer. Referrals to the Monitoring Board regarding the professional conduct of lawyers will increase public confidence in the justice system and promote transparency and accountability within the legal profession.

The distribution of pro bono cases in the 4 regions will increase legal aid and access to justice for indigent Afghans.

Increased levels and standards of representation of Afghans in conflict with the law will promote the rule of law, reduce corruption in courts and improve public confidence in the system of government.

The 4 areas of the proposed regional sub-offices coincide with the proposed Provincial Justice Centres (PJCs). The AIBA sub-offices would complement PJCs in adding to the PJCs becoming the hub of rule of law activities in these provincial capitals. Whilst the PJCs will concentrate their efforts on investigation, prosecution, courts and corrections, the AIBA sub-office will concentrate on lawyers. Therefore, the justice system as a whole will be targeted in the provincial capitals. Appropriately, a bar association will be conducting activities for the other side of the justice system to the PJCs.

c) Sustainability

The project to establish the AIBA began in 2003. The AIBA has been functioning as professional association for lawyers since July 2008. The AIBA Kabul office receives core funding from Open Society Institute which is due to expire at the end of 2011. AIBA will set forth their strategic plan (which includes seeking Afghan Government funding) for donors in November 2011 in hopes of obtaining further core funding but no commitments have yet been made.

In terms of this program, expansion into the provinces GIZ signed and MOU with AIBA on 29 September to fund a regional office in Kunduz for two years. The Kunduz was opened shortly thereafter. GIZ has also expressed an interest in funding an AIBA office in Balkh at a future date but no agreement has been reached in regard to this potential plan. There was also discussion of Italian funding for an AIBA office in Herat but nothing has yet come of this.

Each new office will generate a small amount of income from increased registration fees; however, this will only constitute a small proportion of the funds needed to run the sub-offices. Towards the end of the GAPS funding, the AIBA will seek further donor funds to maintain these sub-offices. GTZ may fund the office in Mazar, since the Germans are engaged in that area and have previously expressed an interest in supporting a sub-office in the north east. The PRT in Kandahar has also expressed its support of the idea of a sub-office in Kandahar and have indicated they may have funds to support it and the AIBA would approach the PRT for support after the GAPS funding expires. The Italian Cooperation Office may be willing to adopt the funding of the Herat office.
The establishment AIBA sub-offices in the 4 areas of the PJCs will enable the capacity of the defense to grow at the same pace as the courts and prosecutions and not be left behind. The complementary nature of these 2 programs running side by side will add to the future sustainability of the AIBA sub-offices.

d) Gender

The AIBA Leadership has a compulsory quota for women set out in the by-laws. The hiring process of sub-office Office Managers could endeavor to have at least one female office manager.

There are 102 female AIBA members registered in the provinces in which the new offices will be located with some others in neighboring provinces. Therefore at least 102 female lawyers will benefit directly from the proposed

trainings (current AIBA membership includes 212 female members nationwide and it is expected that additional female lawyers will join the AIBA as a direct result of this project) and will have the support of a local AIBA office. Female clients will benefit from increased access to a lawyer, as testimony from local legal aid NGOs indicates that female clients are particularly denied access to lawyers when in custody. Female clients will benefit from the coordination of legal aid and the distribution of pro bono cases, since women usually lack the economic capacity to hire a lawyer. When devising the pro bono case system, a quota for the number of cases where the client is female could be introduced. Women will also indirectly benefit from the reduction in corruption in the court, since it is usually the male party to a case who has the economic ability to pay a bribe for a favorable outcome. Female clients will also benefit from the increased capacity of their lawyers.

IV MANAGEMENT, OPERATIONAL APPROACH AND CAPABILITY

A) Organizational Effectiveness

Internal Structure and Technical Capacity

The General Assembly voted in the leadership of the AIBA and the by-laws which guide the AIBA. Therefore, its members are in effect the highest governing body. The President of the AIBA and the Leadership Council (who meet every week) respond to the needs of its members by deciding AIBA policy and also how the AIBA should respond to rule of law developments in Afghanistan. The President conducts advocacy to the justice institutions on behalf of its members. The Executive Director oversees day to day running of the AIBA office and provides support and supervision to the administration staff.

The Executive Board is made up of the President, Executive Director and the 2 voluntary (elected but uncompensated) Vice Presidents who also meet weekly. The members of the Monitoring Board meet at least every 2 weeks. The Women's Committee has become active and meets at least once per month. The Education Committee meets on an ad hoc basis.

The Monitoring Board, consisting of 5 voluntary members, meet weekly and is responsible for receiving complaints regarding lawyers relating to the code of conduct, conducting investigations and disciplinary procedures if required. The Monitoring Board are experienced in this function and on average process approximately 3 cases per month.

The AIBA has access to competent, experienced and professional trainers who are experienced in different legal specialties and are available to serve as trainers for the AIBA.

Licensing of lawyers and updating of the AIBA database is conducted by administration staff. The AIBA has software in place (developed and donated by UNODC) for these purposes. Licensing procedures have been in place for 2 years. A bar examination was produced and examinations are given to all new members. A pro bono case distribution system was implemented in the 2011 under funding from the British Embassy).

{End of Attachment B}

Attachment C - Standard Provisions

Reporting Sub-awards and Executive Compensation (Oct 2010)

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 sub-award 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 ¨C
(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

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and 7 Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); 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 sub-awards);

(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 http://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.ccr.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 Sub-recipient Executives.

(1) Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier sub-recipient under this award, you shall report the names and total compensation of each of the sub-recipient¡®s five most highly compensated executives for the sub-recipient¡®s preceding completed fiscal year, if

(i) in the sub-recipient's preceding fiscal year, the sub-recipient received¡ª
(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and sub-contracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); 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 sub-awards); 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 http://www.sec.gov/answers/execomp.htm.)

(2) Where and when to report. You must report sub-recipient 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 (i.e., 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 part 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;
(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 Sec. --.210 of the attachment to OMB Circular A- 133, ¨DAudits of States, Local Governments, and Non- Profit Organizations¡¬).
(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 non-equity 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 (e.g. 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]

Central Contractor Registration and Universal Identifier (Oct 2010)

a. Requirement for Central Contractor Registration (CCR). Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR 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) Central Contractor Registration (CCR) 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 CCR Internet site (currently at http://www.ccr.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 http://fedgov.dnb.com/webform).

(3) Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 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 sub-recipient under an award or sub-award to a non-Federal entity.

(4) 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 Sec. --.210 of the attachment to OMB Circular A-133, ¨DAudits of States, Local Governments, and Non-Profit Organizations¡¬).
(iii) A sub-award may be provided through any legal agreement, including an agreement that you consider a contract.

(5) Sub-recipient means an entity that:
(i) Receives a sub-award from you under this award; and
(ii) Is accountable to you for the use of the Federal funds provided by the sub-award.

[END OF PROVISION]

Trafficking in Persons (Oct 2010)

a. Provisions applicable to a recipient that is a private entity.
(1) You as the recipient, your employees, sub-recipients under this award, and Sub-recipients 'employees may not—

(i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
(ii) Procure a commercial sex act during the period of time that the award is in effect; or
(iii) Use forced labor in the performance of the award or sub-awards under the award.

(2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a sub-recipient that is a private entity —
(i) Is determined to have violated a prohibition in paragraph a. (1) of this award term; or
(ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph

a. (1) of this award term through conduct that is either—
(A) Associated with performance under this award; or
(B) Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non procurement),'' as implemented by our agency at 22 CFR 208 or its superseding Part in 2 CFR.

b. Provisions applicable to a recipient other than a private entity.
(1) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a sub-recipient that is a private entity—

(2) (i) Is determined to have violated an applicable prohibition in paragraph a. (1) of this award term; or
(ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a. (1) of this award term through conduct that is either—

(A) Associated with performance under this award; or
(B) Imputed to the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non procurement),'' as implemented by our agency at 22 CFR 208 or its superseding Part in 2 CFR.

b. Provisions applicable to any recipient.
(1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph

a. (1) of this award term.
(2) Our right to terminate unilaterally that is described in paragraph a. (2) or b of this section:
(i) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C.

7104(g)), and
(ii) Is in addition to all other remedies for noncompliance that are available to us under this award.
(3) You must include the requirements of paragraph a. (1) of this award term in any sub-award you make to a private entity.
d. Definitions. For purposes of this provision:
(1) Employee''means either:
(i) An individual employed by you or a sub-recipient who is engaged in the performance of the project or program under this award; or
(ii) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

(2) Forced labor'' means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(3) Private entity'':
(i) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25(b).
(ii) Includes:
(A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
(B) A for-profit organization.

(4) Severe forms of trafficking in persons,' commercial sex act,''and coercion'' have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

APPLICABILITY OF 22 CFR PART 226 - MAY 2005

a. All provisions of 22 CFR Part 226 and all Standard Provisions attached to this agreement are applicable to the recipient and to sub-recipients which meet the definition of "Recipient" in Part 226, unless a section specifically excludes a sub-recipient from coverage. The recipient shall assure that sub-recipients have copies of all the attached standard provisions.

b. For any sub awards made with Non-US sub-recipients the Recipient shall include the applicable "Standard Provisions for Non-US Nongovernmental Grantees." Recipients are required to ensure compliance with monitoring procedures in accordance with OMB Circular A-133.

INELIGIBLE COUNTRIES

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.

NON-LIABILITY - NOV 1985

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

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - JAN 2004

a. The recipient agrees to notify the Agreement Officer 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 (1)(b); 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 Agreement Officer, it will not knowingly enter into any sub-agreements or contracts under this grant with a person or entity that is included on the Excluded Parties List System (http://epls.arnet.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 (DECEMBER 2003)

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 22 CFR Part 208.

DRUG FREE WORKPLACE - JAN 2004

a. The recipient agrees that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any Federal award. The statement must

(1) Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;

(2) Specify the actions the recipient will take against employees for violating that prohibition; and

(3) Let each employee know that, as a condition of employment under any award, he or she

(i) Must abide by the terms of the statement, and
(ii) Must notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than five calendar days after the conviction.

b. The recipient agrees that it will establish an ongoing drug-free awareness program to inform employees about

(i) The dangers of drug abuse in the workplace;

(ii) Your policy of maintaining a drug-free workplace;
(iii) Any available drug counseling, rehabilitation and employee assistance programs; and
(iv) The penalties that you may impose upon them for drug abuse violations occurring in the workplace.

c. Without the Agreement Officer's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this award or the completion date of this award, whichever occurs first.

d. The recipient agrees to immediately notify the Agreement Officer if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the number of each award on which the employee worked. The notification must be sent to the Agreement Officer within ten calendar days after the recipient learns of the conviction.

e. Within 30 calendar days of learning about an employee's conviction, the recipient must either

(1) Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
(2) Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

f. The policies and procedures applicable to violations of these requirements are set forth in 22 CFR Part 210.

EQUAL PROTECTION OF THE LAWS FOR FAITH-BASED AND COMMUNITY ORGANIZATIONS - DEC 2009

a. All the requirements of 22 CFR Part 205, Participation By Religious Organizations In USAID Programs, are applicable to the recipient and to sub-recipients which meet the definition of "Recipient" in 22 CFR Part 226. The requirements of 22 CFR Part 205 apply to both religious and secular organizations.

b. If the recipient makes sub-awards under this agreement, faith-based organizations must be eligible to participate on the same basis as other organizations, and must not be discriminated for or against on the basis of their religious character or affiliation.

c. The recipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services directly funded with financial assistance from USAID. If the recipient engages in inherently religious activities, such as worship, religious instruction, and proselytization, it must offer those services at a different time or location from any programs or services directly funded by this award, and participation by beneficiaries in any such inherently religious activities must be voluntary. These restrictions do not apply to programs where USAID funds are provided to chaplains to work with inmates in prisons, detention facilities, or community correction centers, or where USAID funds are provided to religious or other organizations for programs in prisons, detention facilities, or community correction centers, in which such organizations assist chaplains in carrying out their duties.

d. The recipient must not use USAID funds for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. Where a structure is used for both eligible and inherently religious activities, USAID funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with applicable cost accounting principles. Sanctuaries, chapels, or other rooms that the recipient uses as its principal place of worship are ineligible for acquisition, construction, rehabilitation, or improvements using USAID funds.

e. The recipient may not discriminate against any beneficiary or potential beneficiary under this award on the basis of religion or religious belief. Accordingly, in providing services supported in whole or in part by this agreement or in its outreach activities related to such services, the recipient may not discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice.

f. When the recipient is a religious organization, the recipient
(1) Retains its independence and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct financial assistance from USAID to support any inherently religious activities, such as worship, religious instruction, or proselytization.

(2) Retains 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.

(3) Retains its 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.

(4) May use space in its facilities, without removing religious art, icons, scriptures, or other religious symbols.

g. The Secretary of State may waive the requirements of this provision 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.

IMPLEMENTATION OF E.O. 13224 - EXECUTIVE ORDER ON TERRORIST FINANCING - MAR 2002

The Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all contracts/sub-awards issued under this agreement.

MARKING UNDER USAID-FUNDED ASSISTANCE INSTRUMENTS (DEC 2005)

(a) Definitions

Commodities mean any material, article, supply, goods or equipment, excluding recipient offices, vehicles, and non-deliverable items for recipient's internal use, in administration of the USAID funded grant, cooperative agreement, or other agreement or sub-agreement.

Principal Officer means the most senior officer in a USAID Operating Unit in the field, e.g., USAID Mission Director or USAID Representative. For global programs managed from Washington but executed across many countries, such as disaster relief and assistance to internally displaced persons, humanitarian emergencies or immediate post conflict and political crisis response, the cognizant Principal Officer may be an Office Director, for example, the Directors of USAID/W/Office of Foreign Disaster Assistance and Office of Transition Initiatives. For non-presence countries, the cognizant Principal Officer is the Senior USAID officer in a regional USAID Operating Unit responsible for the non-presence country, or in the absence of such a responsible operating unit, the Principal U.S Diplomatic Officer in the non-presence country exercising delegated authority from USAID.

Programs mean an organized set of activities and allocation of resources directed toward a common purpose, objective, or goal undertaken or proposed by an organization to carry out the responsibilities assigned to it.

Projects include all the marginal costs of inputs (including the proposed investment) technically required to produce a discrete marketable output or a desired result (for example, services from a fully functional water/sewage treatment facility).

Public communications are documents and messages intended for distribution to audiences external to the recipient's organization. They include, but are not limited to, correspondence, publications, studies, reports, audio visual productions, and other informational products; applications, forms, press and promotional materials used in connection with USAID funded programs, projects or activities, including signage and plaques; Web sites/Internet activities; and events such as training courses, conferences, seminars, press conferences and so forth.

Sub-recipient means any person or government (including cooperating country government) department, agency, establishment, or for profit or nonprofit organization that receives a USAID sub-award, as defined in 22 C.F.R. 226.2.

Technical Assistance means the provision of funds, goods, services, or other foreign assistance, such as loan guarantees or food for work, to developing countries and other USAID recipients, and through such recipients to sub-recipients, in direct support of a development objective – as opposed to the internal management of the foreign assistance program.

USAID Identity (Identity) means the official marking for the United States Agency for International Development (USAID), comprised of the USAID logo or seal and new brand mark, with the tagline that clearly communicates that our assistance is "from the American people." The USAID Identity is available on the USAID website at www.usaid.gov/branding and USAID provides it without royalty, license, or other fee to recipients of USAID-funded grants, or cooperative agreements, or other assistance awards

(b) Marking of Program Deliverables

(1) All recipients must mark appropriately all overseas programs, projects, activities, public communications, and commodities partially or fully funded by a USAID grant or cooperative agreement or other assistance award or sub-award with the USAID Identity, of a size and prominence equivalent to or greater than the recipient's, other donor's, or any other third party's identity or logo.

(2) The Recipient will mark all program, project, or activity sites funded by USAID, including visible infrastructure projects (for example, roads, bridges, buildings) or other programs, projects, or activities that are physical in nature (for example, agriculture, forestry, water management) with the USAID Identity. The Recipient should erect temporary signs or plaques early in the construction or implementation phase. When construction or implementation is complete, the Recipient must install a permanent, durable sign, plaque or other marking.

(3) The Recipient will mark technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities and other promotional, informational, media, or communications products funded by USAID with the USAID Identity.

(4) The Recipient will appropriately mark events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences and other public activities, with the USAID Identity. Unless directly prohibited and as appropriate to the surroundings, recipients should display additional materials, such as signs and banners, with the USAID Identity. In circumstances in which the USAID Identity cannot be displayed visually, the recipient is encouraged otherwise to acknowledge USAID and the American people's support.

(5) The Recipient will mark all commodities financed by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs, and all other equipment, supplies, and other materials funded by USAID, and their export packaging with the USAID Identity.

(6) The Agreement Officer may require the USAID Identity to be larger and more prominent if it is the majority donor, or to require that a cooperating country government's identity be larger and more prominent if circumstances warrant, and as appropriate depending on the audience, program goals, and materials produced.

(7) The Agreement Officer may require marking with the USAID Identity in the event that the recipient does not choose to mark with its own identity or logo.

(8) The Agreement Officer may require a pre-production review of USAID-funded public communications and program materials for compliance with the approved Marking Plan.

(9) Sub-recipients. To ensure that the marking requirements "flow down" to sub-recipients of sub-awards, recipients of USAID funded grants and cooperative agreements or other assistance awards will include the USAID-approved marking provision in any USAID funded sub-award, as follows:

"As a condition of receipt of this sub-award, marking with the USAID Identity of a size and prominence equivalent to or greater than the recipient's, sub-recipient'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 sub-recipient, USAID may, at its discretion, require marking by the sub-recipient with the USAID Identity."

(10) Any 'public communications', as defined in 22 C.F.R. 226.2, funded by USAID, 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."

(11) The recipient will provide the Cognizant Technical Officer (CTO) or other USAID personnel designated in the grant or cooperative agreement with two copies of all program and communications materials produced under the award. In addition, the recipient will submit one electronic or one hard copy of all final documents to USAID's Development Experience Clearinghouse.

(c) Implementation of marking requirements.

(1) When the grant or cooperative agreement contains an approved Marking Plan, the recipient will implement the requirements of this provision following the approved Marking Plan.

(2) When the grant or cooperative agreement does not contain an approved Marking Plan, the recipient will propose and submit a plan for implementing the requirements of this provision within [Agreement Officer fill-in] days after the effective date of this provision. The plan will include:

(i) A description of the program deliverables specified in paragraph (b) of this provision that the recipient will produce as a part of the grant or cooperative agreement and which will visibly bear the USAID Identity.

(ii) The type of marking and what materials the applicant uses to mark the program deliverables with the USAID Identity,

(iii) When in the performance period the applicant will mark the program deliverables, and where the applicant will place the marking,

(3) The recipient may request program deliverables not be marked with the USAID Identity by identifying the program deliverables and providing a rationale for not marking these program deliverables. Program deliverables may be exempted from USAID marking requirements when:

(i) USAID marking requirements would compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials;
(ii) USAID marking requirements would diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent;

(iii) USAID marking requirements would undercut host-country government "ownership" of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications better positioned as "by" or "from" a cooperating country ministry or government official;

(iv) USAID marking requirements would impair the functionality of an item;
(v) USAID marking requirements would incur substantial costs or be impractical;
(vi) USAID marking requirements would offend local cultural or social norms, or be considered inappropriate;
(vii) USAID marking requirements would conflict with international law.

(4) The proposed plan for implementing the requirements of this provision, including any proposed exemptions, will be negotiated within the time specified by the Agreement Officer after receipt of the proposed plan. Failure to negotiate an approved plan with the time specified by the Agreement Officer may be considered as noncompliance with the requirements is provision.

(d) Waivers.

(1) The recipient may request a waiver of the Marking Plan or of the marking requirements of this provision, in whole or in part, for each program, project, activity, public communication or commodity, or, in exceptional circumstances, for a region or country, when USAID required marking would pose compelling political, safety, or security concerns, or when marking would have an adverse impact in the cooperating country. The recipient will submit the request through the Cognizant Technical Officer. The Principal Officer is responsible for approvals or disapprovals of waiver requests.

(2) The request will describe the compelling political, safety, security concerns, or adverse impact that require a waiver, detail the circumstances and rationale for the waiver, detail the specific requirements to be waived, the specific portion of the Marking Plan to be waived, or specific marking to be waived, and include a description of how program materials will be marked (if at all) if the USAID Identity is removed. The request should also provide a rationale for any use of recipient's own identity/logo or that of a third party on materials that will be subject to the waiver.

(3) Approved waivers are not limited in duration but are subject to Principal Officer review at any time, due to changed circumstances.

(4) Approved waivers "flow down" to recipients of sub-awards unless specified otherwise. The waiver may also include the removal of USAID markings already affixed, if circumstances warrant.

(5) Determinations regarding waiver requests are subject to appeal to the Principal Officer's cognizant Assistant

Administrator. The recipient may appeal by submitting a written request to reconsider the Principal Officer's waiver determination to the cognizant Assistant Administrator.

(e) Non-retroactivity. The requirements of this provision do not apply to any materials, events, or commodities produced prior to January 2, 2006. The requirements of this provision do not apply to program, project, or activity sites funded by USAID, including visible infrastructure projects (for example, roads, bridges, buildings) or other programs, projects, or activities that are physical in nature (for example, agriculture, forestry, water management) where the construction and implementation of these are complete prior to January 2, 2006 and the period of the grant does not extend past January 2, 2006.

INTERNATIONAL AIR TRAVEL AND TRANSPORTATION - JUN 1999

(This provision is applicable when costs for international travel or transportation will be paid for with USAID funds. This provision is not applicable if the recipient is providing for travel with private funds as part of a cost-sharing requirement, or with Program Income generated under the award.)

a. PRIOR BUDGET APPROVAL

In accordance with OMB Cost Principles, direct charges for foreign travel costs are allowable only when each foreign trip has received prior budget approval. Such approval will be deemed to have been met when:

(1) the trip is identified. Identification is accomplished by providing the following information: the number of trips, the number of individuals per trip, and the destination country(s).

(2) the information noted at (a)(1) above is incorporated in: the proposal, the program description or schedule of the award, the implementation plan (initial or revisions), or amendments to the award; and

(3) the costs related to the travel are incorporated in the approved budget of the award.
The Agreement Officer may approve travel which has not been incorporated in writing as required by paragraph (a)(2). In such case, a copy of the Agreement Officer's approval must be included in the agreement file.

b. NOTIFICATION

(1) As long as prior budget approval has been met in accordance with paragraph (a) above, a separate Notification will not be necessary unless:
(i) the primary purpose of the trip is to work with USAID Mission personnel, or

(ii) the recipient expects significant administrative or substantive programmatic support from the Mission.

Neither the USAID Mission nor the Embassy will require Country Clearance of employees or contractors of USAID Recipients.

(2) Where notification is required in accordance with paragraph (1)(i) or (ii) above, the recipient will observe the following standards:

(i) Send a written notice to the cognizant USAID Technical Office in the Mission. If the recipient's primary point of contact is a Technical Officer in USAID/W, the recipient may send the notice to that person. It will be the responsibility of the USAID/W Technical Officer to forward the notice to the field.

(ii) The notice should be sent as far in advance as possible, but at least 14 calendar days in advance of the proposed

travel. This notice may be sent by fax or e-mail. The recipient should retain proof that notification was made.

(iii) The notification shall contain the following information: the award number, the cognizant Technical Officer, the traveler's name (if known), date of arrival, and the purpose of the trip.

(iv) The USAID Mission will respond only if travel has been denied. It will be the responsibility of the Technical Officer in the Mission to contact the recipient within 5 working days of having received the notice if the travel is denied. If the recipient has not received a response within the time frame, the recipient will be considered to have met these standards for notification, and may travel.

(v) If a sub-recipient is required to issue a Notification, as per this section, the sub-recipient may contact the USAID Technical Officer directly, or the prime may contact USAID on the sub-recipient's behalf.

c. SECURITY ISSUES

Recipients are encouraged to obtain the latest Department of State Travel Advisory Notices before travelling. These Notices are available to the general public and may be obtained directly from the State Department, or via Internet.

Where security is a concern in a specific region, recipients may choose to notify the US Embassy of their presence when they have entered the country. This may be especially important for long-term posting.

d. USE OF U.S.-OWNED LOCAL CURRENCY

Travel to certain countries shall, at USAID's option, be funded from U.S.-owned local currency. When USAID intends to exercise this option, USAID will either issue a U.S. Government S.F. 1169, Transportation Request (GTR) which the grantee may exchange for tickets, or issue the tickets directly. Use of such U.S.-owned currencies will constitute a dollar charge to this grant.

e. THE FLY AMERICA ACT

The Fly America Act (49 U.S.C. 40118) requires that all air travel and shipments under this award must be made on U.S. flag air carriers to the extent service by such carriers is available. The Administrator of General Services Administration (GSA) is authorized to issue regulations for purposes of implementation. Those regulations may be found at 41 CFR part 301, and are hereby incorporated by reference into this award.

f. COST PRINCIPLES

The recipient will be reimbursed for travel and the reasonable cost of subsistence, post differentials and other allowances paid to employees in international travel status in accordance with the recipient's applicable cost principles and established policies and practices which are uniformly applied to federally financed and other activities of the grantee.

If the recipient does not have written established policies regarding travel costs, the standard for determining the reasonableness of reimbursement for overseas allowance 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 subsistence, post differentials, and other allowances may be obtained from the Agreement Officer.

g. SUBAWARDS.

This provision will be included in all sub-awards and contracts which require international air travel and

transportation under this award.

VOLUNTARY POPULATION PLANNING ACTIVITIES - MANDATORY REQUIREMENTS - MAY 2006

Requirements for Voluntary Sterilization Programs

(1) None of the funds made available under this award shall 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, shall 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.

ALLOWABLE COSTS - OCT 1998

a. The recipient shall be reimbursed for costs incurred in carrying out the purposes of this award which are determined by the Agreement Officer to be reasonable, allocable, and allowable in accordance with the terms of this award and the applicable* cost principles in effect on the date of this award. The recipient may obtain a copy from the Agreement Officer. Brief definitions of what may be considered as reasonable, allocable, and allowable costs are provided below, however, it is the recipient's responsibility to ensure that costs incurred are in accordance with the applicable set of Cost Principles.

(1) Reasonable. Shall mean those costs which are generally recognized as ordinary and necessary and would be incurred by a prudent person in the conduct of normal business.

(2) Allocable Costs. Shall mean those costs which are incurred specifically for the award.

(3) Allowable Costs. Shall mean those costs which conform to any limitations in the award.

b. Prior to incurring a questionable or unique cost, the recipient shall obtain the Agreement Officer's written determination on whether the cost will be allowable.

c. It is USAID policy that no funds shall be paid as profit or fee to a recipient under this agreement or any sub-recipient. This restriction does not apply to contractual relationships under this agreement.

*NOTE: For educational institutions use OMB Circular A-21; for all other non-profit organizations use OMB Circular A-122; and for profit making firms use Federal Acquisition Regulation 31.2 and USAID Acquisition

Regulation 731.2.

ACCOUNTING, AUDIT, AND RECORDS - OCT 1998

a. The recipient shall maintain financial records, supporting documents, statistical records and all other records pertinent to the award in accordance with generally accepted accounting principles formally prescribed by the U.S., the cooperating country, or the International Accounting Standards Committee (an affiliate of the International Federation of Accountants) to sufficiently substantiate charges to this award. Accounting records that are supported by documentation will as a minimum be adequate to show all costs incurred under the award, receipt, and use of goods and services acquired under the award, the costs of the program supplied from other sources, and the overall progress of the program. Unless otherwise notified, the recipient records and sub-recipient records which pertain to this award shall be retained for a period of three years from the date of submission of the final expenditure report and may be audited by USAID and/or its representatives.

b. Foreign for-profit and non-profit organizations that expend $300,000 or more per their fiscal year in "USAID awards", i.e. as recipients or sub-recipients of USAID grants or cooperative agreements, or as cost reimbursable subcontractors of USAID grants or cooperative agreements, shall have an annual audit conducted in accordance with the "Guidelines for Financial Audits Contracted by Foreign Recipients" issued by the USAID Inspector General.

c. Foreign for-profit and non-profit organizations expending less than $300,000 per their fiscal year under USAID cost-reimbursable contracts, grants, cooperative agreements, or agreements with host governments shall be exempt from the above financial audit requirements, but are subject to the requirement to make records available upon request for review by USAID officials or their designees.

d. USAID shall retain the right to conduct a financial review, require an audit, or otherwise ensure adequate accountability of organizations expending USAID funds regardless of the audit requirement.

e. Foreign organizations that provide USAID resources to other organizations to carry out the USAID program and activities shall be responsible for monitoring their subcontractors or sub-grantees. Allowable costs for limited scope sub-recipient audits charged to USAID funds shall be limited to one or more of the following types of compliance requirements: activities allowed or un-allowed; allowable costs/cost principles; eligibility; matching, level of effort; earmarking; and reporting.

f. The audit report shall be submitted to USAID within 30 days after completion of the audit; the audit shall be completed, and the report submitted, not later than 9 months after the close of the recipient's fiscal year. The USAID Inspector General will review this report to determine whether it complies with the audit requirements of this award. No audit costs may be charged to this award if audits have not been made in accordance with the terms of this provision. In cases of continued inability or unwillingness to have an audit performed in accordance with the terms of this provision, USAID will consider appropriate sanctions which may include suspension of all or a percentage of disbursements until the audit is satisfactorily completed.

g. This provision in its entirety shall be incorporated into all sub-awards with non-U.S. organizations which meet the $300,000 threshold as described at paragraph (b) of this Provision. Sub-awards to non-U.S. organizations which are for more than $10,000 but do not meet the $300,000 threshold shall at a minimum incorporate paragraph (d) of this Provision. Sub-awards of grants and cooperative agreements made to U.S. organizations shall state that the U.S. organization is subject to the audit requirements contained in OMB Circular A-133.

PAYMENT ADVANCES AND REFUNDS - OCT 1998

a. Recipients shall maintain advances of USAID funds in interest bearing accounts, unless:

(1) The recipient receives less than $120,000 in U.S. Government awards per year;

(2) The best reasonably available interest bearing account would not be expected to earn interest in excess of $250 per year on U.S. Government cash balances; or

(3) The depository would require an average or minimum balance so high that it would not be practical to maintain the advance in an interest bearing account.

b. Interest earned on advances will be remitted to USAID. However, the recipient may retain up to $250 of interest earnings per account per year, for administrative expenses.

c. At the time the award expires or is terminated, the following types of funds shall immediately revert to USAID:

(1) USAID has obligated funds to the award, but has not disbursed them to the recipient; or

(2) USAID has advanced funds to the recipient, but the recipient has not expended them.

Notwithstanding (c) (1) and (2) above, funds which the recipient has obligated in legally binding transactions applicable to this award will not revert to USAID.

d. USAID reserves the right to require refund by the recipient of any amount which the recipient did not spend in accordance with the terms and conditions of this award. In the event that a final audit has not been performed prior to the closeout of this award, USAID retains the right to a refund until all claims which may result from the final audit have been resolved between USAID and the recipient.

PAYMENT – ADVANCE (OCTOBER 1998)

a. In accordance with the Standard Provision entitled "Payment Advances and Refund": USAID funds shall not be commingled with other recipient owned or controlled funds; the recipient shall deposit all USAID cash advances in a separate bank account and shall make all disbursements for goods and services from this account.

b. Advances shall be limited to the minimum amounts needed to meet current disbursement needs (generally 30 days) and shall be scheduled so that the funds are available to the grantee as close as is administratively feasible to the actual disbursements by the grantee for program costs. Advances made by the recipient to sub-recipients or the recipient's field organizations shall conform substantially to the same standards of timing and amount as apply to cash advances by USAID to the recipient.

c. Procedures. After receipt of the initial advance, the recipient shall submit a Standard Form 1034 for each upcoming month (30-day period), with the statement "Request for Advance" printed at the top of the form. The recipient may submit a set of these forms on a quarterly basis (i.e. submission of three SF 1034s, one for each month in the upcoming quarter). At the end of each quarter the recipient shall submit a SF 1034 (marked "Liquidation of Advances") to liquidate the advances of the previous quarter. The recipient may submit a new set of SF 1034s ("Request for Advance") once the "Liquidation of Advances" has been submitted. Each SF 1034 shall be identified by the appropriate award number.

REVISION OF AWARD BUDGET - OCT 1998

a. The approved award budget is the financial expression of the recipient's program as approved during the award process.

b. The recipient is required to report deviations from budget and program plans, and request prior approvals from the

Agreement Officer for any of the following reasons:
(1) To change the scope or the objectives of the project and/or revise the funding allocated among project objectives.

(2) To change a key person where specified in the award, or allow a 25% reduction in time devoted to the project.

(3) Additional funding is needed.

(4) Where indirect costs have been authorized, the recipient plans to transfer funds budgeted for indirect costs to absorb increases in direct costs or vice versa.

(5) The inclusion of costs that require prior approval in accordance with the applicable set of Cost Principles.

(6) The transfer of funds allotted for training allowances (direct payment to trainees) to other categories of expense.

(7) The recipient intends to contract or sub-award any of the work under this award, and such contracts or sub-awards were not included in the approved award budget.

c. If specified in the Schedule of the award, the recipient may be further restricted from transferring funds among cost categories. Such a restriction would require the recipient to get the prior approval of the Agreement Officer before making budget shifts which expect to exceed 10% of the total budget.

d. USAID is under no obligation to reimburse the recipient for costs incurred in excess of the total amount obligated under the award. If the total obligated amount under the award has been increased, the Agreement Officer will notify the recipient in writing of the increase and specify the new total obligated award amount.

TERMINATION AND SUSPENSION - OCT 1998

a. The Agreement Officer may terminate this award at any time, in whole or in part, upon written notice to the recipient, whenever it is determined that the recipient has materially failed to comply with the terms and conditions of the award.

b. This award may be terminated at any time, in whole or in part, by the Agreement Officer with the consent of the recipient. Both parties shall agree upon termination conditions, including the effective date and, in the case of partial terminations, the portion of the award to be terminated. The agreement to terminate shall be set forth in a letter from the Agreement Officer to the recipient.

c. This award may be terminated at any time in whole or in part by the recipient upon sending written notification to the Agreement Officer with the following information: the reasons for the termination, the effective date, and, in the case of a partial termination, the portion to be terminated. However, if USAID determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, USAID may terminate the award in its entirety in accordance with paragraphs (a) or (b) above.

d. If at any time USAID determines that continuation of all or part of the funding for a program should be suspended or terminated because such assistance would not be in the national interest of the United States or would be in violation of an applicable law, then USAID may, following notice to the recipient, suspend or terminate this award in whole or part and prohibit the recipient from incurring additional obligations chargeable to this award other than those costs specified in the notice of suspension during the period of suspension. If the situation causing the suspension continues for 60 days or more, then USAID may terminate this award on written notice to the recipient and cancel that portion of this award which has not been disbursed or irrevocably committed to third parties.

e. Termination and Suspension Procedures. Upon receipt of and in accordance with a termination notice as specified above, the recipient shall take immediate action to minimize all expenditures and obligations financed by this award and shall cancel such un-liquidated obligations whenever possible. Except as provided below, the recipient shall not incur costs after the effective date of termination.

The recipient shall within 30 calendar days after the effective date of such termination repay to the U.S. Government all unexpended USAID funds which are not otherwise obligated by a legally binding transaction applicable to this award. Should the funds paid by USAID to the recipient prior to the effective date of the termination of this award be insufficient to cover the recipient's obligations in the legally binding transaction, the recipient may submit to the Government within 90 calendar days after the effective date of such termination a written claim covering such obligations. The Agreement Officer shall determine the amount(s) to be paid by USAID to the recipient under such claim in accordance with the applicable Cost Principles.

This provision must be included in all sub-agreements.

DISPUTES - OCT 1998

a. Any dispute under this award shall be decided by the USAID Agreement Officer. The Agreement Officer shall furnish the recipient a written copy of the decision.

b. Decisions of the USAID Agreement Officer shall be final unless, within 30 days of receipt of the decision of the Agreement Officer, the recipient appeals the decision to USAID's Assistance Executive. Any appeal made under this provision shall be in writing and addressed to the Assistance Executive, U.S. Agency for International Development, Office of Procurement, 1300 Pennsylvania Ave, N.W., Washington, D.C. 20523. A copy of the appeal shall be concurrently furnished to the Agreement Officer.

c. In order to facilitate review on the record by the Assistance Executive, the recipient shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.

d. A decision under this provision by the Assistance Executive shall be final.

AMENDMENT - OCT 1998

The award may be amended by formal modifications to the basic award document or by means of an exchange of letters or forms between the Agreement Officer and an appropriate official of the recipient.

NOTICES - OCT 1998

Any notice given by USAID or the recipient shall be sufficient only if in writing and delivered in person or mailed as follows:

To the USAID Agreement Officer and Cognizant Technical Officer, at the addresses specified in the award. To recipient, at recipient's address shown in the award or to such other address designated within the award.

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

METRIC SYSTEM OF MEASUREMENT - AUG 1992

Wherever measurements are required or authorized, they shall be made, computed, and recorded in metric system units of measurement, unless otherwise authorized by the Agreement Officer in writing when it has found that such usage is impractical or is likely to cause U.S. firms to experience significant inefficiencies or the loss of markets. Where the metric system is not the predominant standard for a particular application, measurements may be expressed in both the metric and the traditional equivalent units, provided the metric units are listed first.

GENDER REQUIREMENTS:

Congress has mandated that USAID programs address the needs and protect the rights of Afghan women and girls, including efforts undertaken to prevent discrimination and violence against women and girls; provide economic and leadership opportunities; increase participation of women in the political process at the national, provincial and sub-provincial levels; improve security for women and girls; and any other programs designed to directly benefit women and girls. As required by USAID policies, the Contractor -shall integrate assistance to women into all stages of development, planning, programming and implementation as a part of this contract or assistance program. Such integration shall focus on Afghan-led programs directly contributing to any or all the three pillars of development outlined in the ten-year National Action Plan for the Women of Afghanistan (NAPWA): 1) Security; 2) Government, Rule of Law, and Human Rights; and 3) Economic and Social Development. The contractor shall establish the necessary accounting and management systems to separately track and report to USAID fiscal year expenditures under the contract supporting issues of gender equality and women and girls as beneficiaries during each fiscal year of the contract.

The Contractor shall establish the necessary implementation, management and reporting systems to separately track and report to USAID data on female beneficiaries and measurable impacts of activities intended to address the needs of women and girls. Project quarterly implementation reports shall specifically include information on the following, to the extent that it is applicable to the contract: 1) the total number of women and girls supported through the contract on a quarterly basis through Afghan Info; 2) number of women accessing basic services, including education and health; 3) number of interventions leading to increased employment and economic opportunities for women, as well of number of beneficiaries; 4) number of interventions resulting in increased participation of women in government and civil society; 5) number of activities supporting legal rights and public access for women; and, 6) outcomes for women who have benefited from the contract/agreement. The Contractor shall refer to USAID/Afghanistan's comprehensive Performance Management Plan (PMP) for complete list of gender indictors. To the extent possible, indicators applicable to the contract will be disaggregated by gender."

AFGHANIZATION:

The recipient will be evaluated on the selection of qualified Afghan Key and non-key personnel to improve Afghan participation in the implementation of the AIBA project, to foster greater AID Effectiveness, to facilitate local buy-in and to increase Afghanization of program activities. If an expatriate Chief of Party is identified, the Recipient should indentify a Deputy Chief of Party that can be trained to assume the Chief of Party role.

The key personnel specified above are considered to be essential to the work performed hereunder. Prior to replacing any of the specified individuals , the Recipient shall immediately notify both the Agreement Officer and Agreement Officer's Technical Representative (AOTR) reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of key personnel shall be me by Recipient without the written consent of the Agreement Officer.

VETTING:

I. 4-14.001 (the Contracting Officer shall modify as appropriate for assistance awards)

Information for Non-US contractors, subcontractors, and key individuals.

(a) The contractor must complete and submit the "USAID Information Form" in appendix B. for:

(i) Itself, if it is a non-U. S. entity;

(ii) Each subcontractor or subcontractor of a subcontractor, regardless of the tier, that is a non-U.S. entity; or

(iii) Each key individual that is a non-U.S. entity.

(b) For purposes of this clause, the following definitions apply:

"Non-U.S. entity" means (1) any non-US citizen or non-permanent legal resident of the United States: or (2) 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.

"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): (iii) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director; president, vice president); (iv) the program manager or chief of party for the USA ID-financed program: and (v) 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 at prior to the Government's acceptance of the contract 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 (a).

(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 Contracting Officer will provide written instructions to the recipient to terminate the sub-award.

(End of Provision)

II. 4-14.002 [Assistance Awards shall use the ATC as set forth in Appendix D)

Certification Regarding Provision of Support to Persons Engaged in Terrorism

(a) By entering into this contract, the contractor certifies, to the best of its know ledge and belief that:

1. The Contractor, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.

2. The following steps may enable the Contractor to comply with its obligations under paragraph 1:

a. Before providing any material support or resources to an individual or entity, the Contractor will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website : http://www.trcas.gov/oflices/eotffc/ofac/sdn/tl lsdn.pdf, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Contractor.

b. Before providing any material support or resources to an individual or entity, the Contractor also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Osama Bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Contractor should refer to the consolidated list available online at the
Committee's website: http://www.11n.0rg/Docs/sc/committees/l267/1267ListHng.htm.

c. Before providing any material support or resources to an individual or entity, the Contractor will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.

d. The Contractor also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

3. For purposes of this Certification:

a. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment. Facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials."

b. "Terrorist act" means-

(i) An act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: http://untreaty.iai.org/English/Terrorism.asp); or

(ii) An act of premeditated, politically motivated violence perpetrated against noncombatant targets by sub-national groups or clandestine agents; or

(iii) Any other act intended to cause death or serious bodily injury)' to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

c. "Entity" means a partnership, association, corporation, or other organization, group or subgroup.

d. References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Contractor has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

e. The Contractor's obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Contractor that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Contractor has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

(b) By entering into this contract, the Offeror acknowledges that it has a continuing obligation and shall notify the Contracting Officer within 72 hours in writing if it has intentionally or unintentionally taken any actions that have

the result and effect of being inconsistent with the certification in subsection (a) of this clause.

(c) The certification in paragraph (a) of this provision and the requirement to update the contracting officer as to a change in status as set forth in paragraph (b) are material representations upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, or did not notify the contracting officer in writing of a change in such certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

III. Restrictions on certain foreign purchases (June 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation. Executive order, or statute administered by OFAC, or if OFACs implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan arc prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at http:// www.treas.gov/offices/enforcement/ofac/sdn. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at http:// www.treas.gov/offices/enforcement/ofac.

(c) The Contractor shall insert this clause, including this paragraph (c), in all sub-contracts.

[In addition to the clauses set forth above, the following clause shall be included in any contract, grant or cooperative agreement awarded by USAID (i.e. USAID prime awards only)]

(d) Before awarding any grant or similar instrument, the Contractor/Recipient shall obtain from the proposed sub-awardee the certification required under USAID's Acquisition and Assistance Policy Determination 04-14 (AAPD 04-14), "Certification Regarding Terrorist Financing Implementation E.O. 13224 (Revision 2)

{End of Attachment C}

ANNEX A-PIF

Part I: Information About Proposed Activities (all parts mandatory)		
1. Name of the proposed awardee of USAID contract or assistance (Firms must include a copy of applicable licenses to do business in Afghanistan)		
2. Type of proposed award or other assistance (check one): ☐ Contract or Subcontract ☐ Grant or Subgrant ☐ Training ☐ Equipment ☐ Other		
3. US$ amount and estimated start/end date of proposed award or assistance: Dollar amount: $ Start: End:		
4. Purpose of proposed award or assistance:		
5. Organization proposed to receive award or other assistance:		
a. Name:		b. JCCS Registration #
c. Address:		
d. Telephone:	e. Fax:	f. Email:
g. Tribal affiliation or clan		
6. Information on Key Individuals associated with the organization named in 5 above, or, if no organization is listed, information on each individual to receive cash or in-kind assistance (including technical assistance). Use continuation sheets as necessary. ** = mandatory information.		
A. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth:**	Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if "key individual"):**
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:		Occupation:
Address of residence:**		Citizenship(s):** (Afghans: Tribal affiliations and Father's Name)
Email:		
Part II: Contractor/Grantee/Recipient Certification:		
Potential Awardee certifies in submitting this form that it has taken reasonable steps (in accordance with sound business practices) to verify the information contained in this form. Contractor/Grantee/Recipient understands that the U.S. Government may rely on the accuracy of such information in processing this vetting request.		
Name:		Signature:
Title/Organization:		Date:

Part III: Submission details (to be completed by USG vetting official)	
Vetting request number	
Staff member who initiated request	
Project name	
Date submitted for screening	

(Use additional continuation sheets as necessary):

B. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth:**	Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if "key individual"):**
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:**		Occupation:
Address of residence:**		Citizenship(s):** (Afghans: Tribal affiliations and Father's Name)
Email:		
C. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth:**	Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if "key individual"):**
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:**		Occupation:
Address of residence:**		Citizenship(s):** (Afghans: Tribal affiliations and Father's Name)
Email:		
D. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth:**	Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if "key individual"):**
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:		Occupation:
Address of residence:**		Citizenship(s):** (Afghans: Tribal affiliations and Father's Name)
Email:		
E. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth:**	Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if "key individual"):**
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:		Occupation:

Address of residence:**	Citizenship(s):** (Afghans: Tribal affiliations and Father's Name)
Email:	

INFORMATION FORM INSTRUCTIONS

Please provide information for key individuals of all organizations receiving funds from USAID, including grantees, sub-grantees, contractors, and vendors, who work in Afghanistan. Please do not provide information for United States citizens or permanent legal residents of the United States.

Part I

Question 1 – Self-explanatory
Question 2- Indicate the proposed type of mechanism to be utilized by placing a check mark on the line in front of the appropriate term
Question 3 – Enter the amount of award or assistance in U.S. dollars and indicate the start and end date of the program using a mm/dd/yyyy format
Question 4 – Indicate the purpose of the award or assistance. Use additional sheets and attach to page one of the vetting form if necessary
Question 5 a-g – Self-explanatory.
Attach a copy of the relevant Afghan business license.
Question 6 - "Key Individual" means (i) Any large shareholder: defined as owning 10% or more of an 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); (iii) The principal officer and deputy principal officer of the organization (e.g., executive director, deputy director; president, vice president); (iv) The program manager or chief of party for the USAID-financed program; and (v) Any other person with significant responsibilities for administration of USAID financed activities or resources (while a comprehensive list is not possible, this would include any person acting in a role substantially similar to those outlined in (i)-(iv). For Private Security Companies, this would include leadership roles down to the level of field commanders). Complete for each of these four categories or indicate "N/A" if a category does not apply. Use additional pages as needed. Attach copies of photo ID for each "key individual".

Note: If a "Key Individual" is a U.S. Citizen or Permanent Residents no information is required.

Part II
Individual filling out form must read the Certification and print their name where indicated, sign where indicated, print their title and the name of their organization where indicated, and print the date where indicated.

Part III

This section is not for individual's information and will be completed by the USG vetting official.

Attachment D - Branding Strategy and Marking Plan

"Marking Under USAID-Funded Assistance Instruments," the Recipient's Branding Strategy and Marking Plan will be approved after award.

{End of Attachment D}