



December 20, 2012

**Reference: USAID/Afghanistan RFA 306-12-000006, Ministry of Women's Affairs  
Organizational Restructuring and Empowerment (MORE)**

**Subject: Cooperative Agreement No. AID-306-A-13-00001, Ministry of Women's Affairs  
Organizational Restructuring and Empowerment (MORE)**

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development (USAID)0 hereinafter referred to as the "Recipient", the sum of \$14,182,944.00 to provide support for the Ministry of Women's Affairs Organizational Restructuring and Empowerment (MORE), as described in the Schedule of this award and in 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 of December 20,2012 and ending December 19,2015. USAID will not be liable for reimbursing the Recipient for any costs in excess of the obligated amount.

This Cooperative Agreement is made to the Recipient on condition that the funds will be administered in accordance with the terms and conditions as set forth in 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 each copy of this letter to acknowledge your receipt of the Cooperative Agreement, and return a scanned copy to the Agreement Officer.

Sincerely,

Ralph Koehring  
Agreement Officer  
Office of Acquisition and Assistance  
USAID/Afghanistan

Attachments:

- A. Schedule
- B. Program Description
- C. Standard Provisions

## ACCOUNTING AND APPROPRIATION DATA

### A. GENERAL

A.1.	Total Estimated USAID Amount	:	\$14,182,944.00
A.2.	Total Funded USAID Amount	:	\$5,000,000.00
A.3.	In-Kind Cost Share	:	\$150,800.00
A.4.	DUNS Number	:	74632001

### B. SPECIFIC

Requisition Number	REQ-306-12-000155
BBGY	2010
EBFY	2011
FUND	ES
OP	AFGHANISTA
TEAM/DIV	AFG/PRT
BGA	306
SOC	4100301
FOB	Destination

### C. PAYMENT OFFICE

M/FM/CMP-LOC/Unit  
USAID/Washington  
RRB 7.07-107, 134  
1300 Pennsylvania Avenue  
Washington DC, 20523

### D. ADMINISTRATIVE OFFICE

(a). Agreement Officer  
Office of Acquisition and Assistance  
USAID/Afghanistan

(b). Agreement Officer Representative (AOR)  
Office of Project and Program Development  
USAID/Afghanistan

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## **Attachment A SCHEDULE**

### **A.1 PURPOSE OF COOPERATIVE AGREEMENT**

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

### **A.2 PERIOD OF COOPERATIVE AGREEMENT**

1. The effective date of this Award is December 20, 2012 and the estimated completion date is December 19, 2015.
2. Subject to the terms and conditions of this Award, allowable costs incurred by the Recipient shall be reimbursable during the period beginning on December 20, 2012 and ending on the estimated completion date – December 19, 2015.
3. 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 December 19, 2013. 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.2.1 above.

The Recipient is required to notify the Agreement Officer in writing whenever it has reason to believe that the costs it expects to incur under this award in the next 60 days will exceed 75 percent of the total obligated amount.

### **A.3 AMOUNT OF COOPERATIVE AGREEMENT AND PAYMENT**

- a. The total estimated amount of this Cooperative Agreement for the period shown in A.2.1 above is \$14,182,944.00.
- b. The amount of \$5,000,000.00 is obligated for the purposes of this Award. USAID is not required to reimburse the Recipient for any costs in excess of this 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 of 22 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).
- c. Payment shall be made to the Recipient via Letter of Credit in accordance with the procedures set forth in Section A.7(a) below, 22 CFR 226.22, and 22 CFR 226.52.

- d. Until such time as the obligated amount shall equal the total estimated amount of this Award, additional increments of funds may be obligated by USAID through a unilateral modification to this Award, subject to availability of funds, successful performance by the Recipient, possible evaluation of the program, program priorities at the time, and the requirements of 22 CFR 226.25.

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## **A.6 REPORTING AND EVALUATION**

### **1. Monitoring and Evaluation**

Given the importance of bringing the program closer to the Afghan people, programmatic authorities may be shared with U.S. regional structures. USAID field staff may be designated as On-site Managers with the responsibilities of ensuring MORE assistance is targeted, integrated and synchronized with USAID and NAPWA strategies.

### **2. Quarterly Reports**

The Recipient shall submit to USAID/MORE a detailed quarterly report within 30 days of the end of every fiscal year quarter. The reports shall describe major accomplishments from the previous quarter, including actual versus planned results via the annual targets presented in the work plan and monitoring and evaluation plan and explain any significant deviations from expected results. The reports should also consolidate data from previous quarters in order to present annual totals for numerical targets. The second quarter reports shall assess the program outcomes for the quarter and emphasize combined program outcomes for the one to two fiscal year quarters. The fourth quarter reports shall assess the program outcomes for the quarter and emphasize program outcomes for the fiscal year. The quarterly reports should also describe any obstacles faced and how they were (or will be) overcome and project the activities to be carried out in the next quarter. Quarterly reports must include USAID-approved success stories in the approved USAID format. Quarterly reports may be submitted to GIROA authorities and used for briefings at the U.S. Embassy and Washington.

All programmatic and financial reports shall be disaggregated by sex and province.

The quarterly reports will contribute to semi-annual performance reviews (also called portfolio reviews). USAID's internal performance reviews not only offer an opportunity to review progress on program implementation, but also the results of the program to ensure annual targets have been met or are on track for being met. Performance reviews typically take place in the first and third quarter of the fiscal year.

### **3. Financial Reporting**

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

#### **4. Final Report**

The Recipient shall submit a detailed final performance and financial report within 90 calendar days after completion of the Agreement, which will include but not be limited to the following items:

- Basic identifying information, such as program name, award number, approval date, and country assisted;
- The total cost of the program funded by USAID, actual or estimated counterpart contributions, and the best available estimate of other host country or partner resources that contributed to results achievement;
- The principal implementing partner;
- A summary of activities/projects used to implement MORE and major outputs;
- Qualitative and quantitative evaluations of the impact and effectiveness of MORE;
- Prospects for long-term sustainability of MORE's impact and principal threats to its sustainability;
- Lessons learned from the program so that they can be applied to other USAID programs, including a follow-on program in Afghanistan and similar programs in conflict effected environments;
- Significant changes in the Results Framework during the life of the program, if any;
- A summary of performance indicators used and an assessment of their relative usefulness for performance management and reporting;
- Charts and graphs that visually support evaluation of the program;
- A list and annexes of evaluations and special studies, training modules and courses, including materials, and public outreach tool kit materials conducted during the life of the program, including Performance Reports; and
- Names and contact point of individuals who were directly involved in various phases of the program (planning, achieving, and assessing and learning) and who would be good sources of additional information;
- A list and attachments of evaluations and special studies, training and course materials, and media tool kit materials conducted during the life of the program, including performance reports; and
- Names and contact point of individuals who were directly involved in various phases of the program (planning, achieving, assessing and learning) and who would be good sources of additional information.

#### **5. Information Sharing**

Discussions in Washington regarding appropriations to support Afghanistan's programs and the presence of USAID's Office of the Inspector General (OIG) and the Special Investigator General

for Afghanistan Reconstruction (SIGAR) in Afghanistan as well as the General and Accountability Office's keen interest in U.S. government programs in Afghanistan, necessitates the maintenance of appropriate, adequate and accurate documentation to communicate performance and financial results, procedures and processes.

Information regularly shared, in addition to the quarterly reports, may include:

- i. Weekly Highlights and Updates: Updates that reflect the highlights and lowlights of events and program progresses for that week as well as provide a "forward looking" view of important milestones or events coming up within the program.
- ii. Public Outreach Stories and Highlights: Human interest stories that reflect successes and will elevate the awareness of MORE as a visible USG and GIROA supported effort.

## **6. 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 AOR. 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 Representative. The closeout plan shall be approved in writing by the Agreement Officer.

## **7. Roles and Responsibilities**

The Recipient shall be responsible to USAID/Afghanistan for all matters related to the execution of the Agreement. Specifically, the Recipient shall report to the USAID Agreement Officer's Representative, or AOR, located within the Office of Program and Project Development/Gender Unit, Kabul.

## **8. Activity Performance Management Plan and Reporting**

- **Performance Monitoring and Evaluation System**

The Recipient will maintain books, records, designs, other documents and evidences to demonstrate that funds are used in accordance with the terms of the Agreement and USAID's regulations. The Applicant to this RFA should also carefully review the USAID/Afghanistan Results Framework.

Within 90 days, the preliminary PMP must be approved with relevant indicators and baseline data before major project implementation actions get underway. The PMP would include the full

set of performance indicators disaggregated; baseline values and targeted values; source of the data and method of collection; schedule for data collection; known data limitations, data quality assessment procedures, estimate of costs; possible evaluation studies; and a detailed calendar for the completion of each task.

- **Reporting Requirements**

The Recipient shall prepare and submit three copies of a final performance and financial report to the AOR which summarizes the accomplishments of this agreement, methods of work used, budget and disbursement activity, and recommendations regarding unfinished work and/or program continuation. The final performance and financial report shall also contain an index of all reports and information products produced under this agreement. The final report shall be submitted no later than 90 days after the estimated completion date of this Agreement, which will include but not limited to:

- Basic identifying information, such as program name, award number, approval date, and country assisted;
- The total cost of the program funded by USAID, actual or estimated counterpart contributions, and the best available estimate of other host country or partner resources that contributed to results achievement;
- The principal implementing partner;
- A summary of activities/projects used to implement MORE and major outputs;
- Qualitative and quantitative evaluations of the design and impact of MORE's value as a stabilization program in the context of the larger U.S. Government effort in Afghanistan;
- Qualitative and quantitative evaluations of the impact and effectiveness of MORE;
- Prospects for long-term sustainability of MORE's impact and principal threats to its sustainability;
- Lessons learned from the program, so that they can be applied to other USAID programs, including a follow-on program in Afghanistan and similar programs in conflict affected environments;
- Significant changes in the Results Framework during the life of the program, if any;
- A summary of performance indicators used and an assessment of their relative usefulness for performance management and reporting;
- Charts and graphs that visually support evaluation of the program;
- A list and annexes of evaluations and special studies, training modules and courses, including materials, and public outreach tool kit materials conducted during the life of the program, including Performance Reports; and

- Names and contact point of individuals who were directly involved in various phases of the program (planning, achieving, and assessing and learning) and who would be good sources of additional information;
- A list and attachments of evaluations and special studies, training and course materials, and media tool kit materials conducted during the life of the program, including performance reports; and,
- Names and contact point of individuals who were directly involved in various phases of the program (planning, achieving, and assessing and learning), and who would be good sources of additional information.

- **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 Recipient shall integrate assistance to women into all stages of development, planning, programming and implementation as a part of this assistance program, even if such integration requires separate but equitable programming approaches. Such integration shall focus on Afghan-led programs directly aligned with any or all the three pillars of development outlined in the National Action Plan for the Women of Afghanistan (NAPWA): 1) Security; 2) Government, Rule of Law, and Human Rights, including leadership and political participation); and 3) Economic and Social Development. The Recipient shall establish the necessary accounting and management systems to separately track and report to USAID fiscal year expenditures under the Agreement supporting issues of gender equality and women and girls as direct beneficiaries during each fiscal year of the Agreement.

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. Project quarterly implementation reports shall specifically include information on the following, to the extent that it is applicable to the Agreement: 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 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) qualitative outcomes, in addition to quantifiable outputs, for women who have benefited from the Agreement. The Recipient shall refer to USAID/Afghanistan's comprehensive Performance Management Plan (PMP) for list of gender indicators and may add customized indicators as needed. Indicators applicable to the Agreement shall be disaggregated by gender.

- **Database Reporting Requirements**

The demands for performance information are constant and various in a high profile program such as Afghanistan's. The Afghan Info database, enabled to track performance indicators in addition to activity inputs and outputs, will be the basis for contributing to other regular, on-going reporting exercises and to the many ad-hoc requests for performance analysis that are a constant element of the environment of high profile program.

USAID/Afghanistan uses a management information system to track program and project information for all mission-funded activities at the provincial, district, and village levels. The purpose of this database is to track the location of project implementation to the nearest village or geospatial coordinate, document the use of funds at the district level, and monitor the performance of development projects, while maintaining coordination between USAID/Afghanistan, USAID/Washington, Congress, 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.

The Recipient shall provide at least a quarterly update of information on the activities under the Agreement by entering this information into the USAID/Afghanistan management information system. The Recipient shall enter information via an Internet website or a Microsoft (MS) Access Database; USAID will provide the URL address or Access Database, and a user ID/password. A comprehensive user manual will be provided after that details information on the required information and processes needed for managing the information in USAID\Afghanistan information system.

#### **A.7 INDIRECT COST RATE**

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed in accordance with the most current approved NICRA:

#### **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 Cooperating Country.

## **A.9 AUTHORIZED GEOGRAPHIC CODE**

The authorized geographic code for local procurements is 937, as set forth in 22CFR 228.40 Local Procurement as amended and ADS Chapter 311.

## **A.10 COST SHARING**

As part of the implementation of this project, the Recipient agrees to provide cash and in-kind contribution of not less than \$150,800.

## **A.11 SUBSTANTIAL INVOLVEMENT**

Pursuant to ADS 303.5.11 (a), USAID/Afghanistan's substantial involvement in MORE will include the following:

- i. Prior written approval and any changes as needed of key personnel is required by the Agreement Officer. Prior to replacing any of the specified individuals, the Recipient must notify both the USAID Agreement Officer and AOR reasonably in advance and must submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement will be made by the Recipient without the written consent of the Agreement Officer. The following five positions are designated by USAID as key personnel:
- ii. Approval by the Agreement Officer's Representative of a complete Performance Management Plan (PMP) that should be submitted within 90 days of the signing of the Agreement;

The Performance Management Plan elements are to include, but are not limited to:

- Graphic representation of the Results Framework and corresponding indicators, with targets for each fiscal year;
- Performance Indicator Reference Sheets (PIRS);
- Performance Management Task Schedule of all performance management tasks by component to be undertaken; and
- The USAID AOR shall provide approval of and any changes to the Recipient's approved Performance Management Plan.

- iii. Approval by the USAID AOR of a detailed annual work plan, including annual indicator targets, technical approach, and budget describing all the activities to be funded under the Agreement. The Recipient must submit the first work plan within 90 days from the signing of the Agreement and cover the period through December 31, 2013. The following annual work plan shall be submitted by December 31, 2013 and 2014. The work plan should be prepared in collaboration with USAID, MOWA and other partners. In addition, the work plan shall describe the Recipient's planned activities by component for the year, including a timeline with relevant milestones indicated, and include expected results, tied to the Recipient's Performance Management Plan. The work plan also shall include a budget showing the details of key line items. The budget shall reflect the amount of counterpart contributions to be provided, indicate whether these are cash or in-kind contributions, and what these contributions will cover. Significant changes by the Recipient to the approved annual work plan will require prior AOR approval.
- iv. The Agreement Officer will approve, unless described in the application and funded in the approved budget of the award, the subaward, transfer or contracting out of any work under an award. This provision does not apply to the purchase of supplies, material, equipment or general support services.
- v. USAID participation in MOWA and HRD cluster group steering committee meetings to help guide the overall program implementation.
- vi. Participation in monitoring for specific kinds of direction or redirection because of interrelationships with other projects.

#### **A.12 KEY PERSONNEL:**

The following positions have been designated as key to the successful completion of the objectives of this award. In accordance with Substantial Involvement clause of this award, the personnel are subject to the approval of the USAID Agreement Officer.

The key personnel specified in the award are considered to be essential to the work being performed. Prior to replacing any of the specified individuals, the recipient must notify both the USAID Agreement Officer and AOR at least 30 days in advance and must submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the proposal. No replacement or appointment will be made by the Recipient without the written consent of the Agreement Officer.

### **A.13 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
- Attachment B - Program Description
- Attachment C - Standard Provisions

### **A.14 BRANDING STRATEGY AND MARKING PLAN**

In accordance with the Standard Provision set forth in Attachment C of this Award entitled “Marking Under USAID-Funded Assistance Instruments,” the Recipient’s Branding Strategy and Marking Plan will be incorporated into this Award as Attachment D hereof.

### **A.15 SPECIAL PROVISIONS**

#### **A.15.1 DATA BASE REPORTING REQUIREMENTS:**

USAID/Afghanistan uses a management information system to track program and project information for all mission-funded activities. The purpose of this database is to track and monitor development projects, while maintaining coordination between USAID/Afghanistan, USAID/Washington, Congress, 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.

The Recipient shall provide at least a quarterly update of information on the activities under the award by entering this information into the USAID/Afghanistan management information system. The Recipient shall enter information via an internet website. USAID will provide the URL address, and a user ID/password. The Recipient shall name one person as the primary point of contact for this information system, who will receive training from the USAID Database Manager to utilize the system. A comprehensive user manual, which will be provided after award, provides detailed information on the required information and processes needed for managing the information in USAID/Afghanistan information system.

#### **A.15.2 USAID DISABILITY POLICY (DEC 2004)**

(a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies,

activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website: [http://www.usaid.gov/about\\_usaid/disability/](http://www.usaid.gov/about_usaid/disability/).

(b) USAID therefore requires that the recipient not discriminate against people with disabilities in the implementation of USAID funded programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing the program under this grant or cooperative agreement. To that end and to the extent it can accomplish this goal within the scope of the program objectives, the recipient should demonstrate a comprehensive and consistent approach for including men, women and children with disabilities.

### **A.15.3 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/subawards issued under this contract/agreement.

### **A.15.4 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.15.5 NON-FEDERAL AUDITS**

In accordance with 22 C.F.R. Part 226.26 Recipients and subrecipients 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 subrecipients 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.15.6. 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 [kabulaidso@usaid.gov](mailto:kabulaidso@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 contracts that such facilities and services are to be provided by other means. The Recipient 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.15.7 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.15.8 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.15.9 SPECIAL PROVISION FOR PERFORMANCE IN AFGHANISTAN (JULY 2010):**

All recipient personnel deploying to Afghanistan under grants or cooperative agreements with a performance period over 30 days or valued at more than \$100,000 must be accounted for in the Department of Defense maintained Synchronized Pre-deployment and Operational Tracker (SPOT) system. Information about SPOT is available at <http://www.dod.mil/bta/products/spot.html> as well as from the Agreement Officer (AO) or Agreement Officer's 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.15.10 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.15.11 HOMELAND SECURITY PRESIDENTIAL DIRECTIVE (HSPD-12) (SEP 2006)**

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

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

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

The recipient is required to include this clause in any subawards (including subcontracts) that require the subawardee or subawardee employee to have routine physical access to USAID space or logical access to USAID's information systems.

#### **A.15.12 IMPLEMENTING PARTNER NOTICES**

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

#### **A.15.13 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 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, 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 indicators. To the extent possible, indicators applicable to the agreement will be disaggregated by gender.

#### **A.15.14 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 Recipient 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 OFAC's 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 OF AC, most transactions involving Cuba, Iran, and Sudan are 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/enforcementiofac/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/officeslenforcementlofac>.

(c) The Recipient shall insert this clause, including this paragraph (c), in all subcontracts.

(d) Before awarding any grant or similar instrument, the 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)

#### **A.15.15 REPORTING**

The awardee is required to report on indications of fraud in host-country institutions or other matters that could reasonably be expected to be of foreign policy interest to the U. S. Government's development and stabilization efforts. Corruption, real or perceived, may critically impact USAID programming objectives as might other knowledge the awardee acquires in its normal course of business. This provision must not be construed to require the awardee to

conduct investigation for such information outside of its normal business practices or to report on matters not directly or indirectly related to USAID programming or the proper use of U.S. Government funds. In the event awardee has special non-disclosure requirements or confidentiality requirements (such as are prevalent in the legal and banking industries), or awardee determines such reporting would conflict with applicable laws, awardee must include a proposal to obtain any necessary waivers from the applicable host-country institution allowing such reporting to the maximum extent possible. Reports under this requirement must be submitted as a deliverable under the award.

**A.15.16 SUB-AWARD REQUIREMENTS (MARCH 2012)**

(a) Applicability: This section limits the number of tiers of sub-awards to two tiers below the awardee for all Contracts and Cooperative Agreements. The awardee must not allow lower-tier sub-awards without the express written approval of the Contracting/Agreement Officer.

(b) Definitions: The term "award" in this clause refers to either the direct contract between USAID and the prime contractor or a direct Cooperative Agreement between USAID and the recipient. A "first-tier sub-award" is a direct award between the awardee and a sub-awardee (the "first-tier sub-awardee"). A "second-tier sub-award" is a direct award between the first-tier sub-awardee and its sub-awardee (the "second-tier sub-awardee").

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

(d) Should exceptional circumstances warrant sub-awards below two tiers, the Awardee will promptly request approval in writing from the Contracting/Agreement Officer, which for contracts may be done in conjunction with a request under FAR 44, provided that the additional information set forth in paragraph (e) below is also provided.

(e) Awardee's written request for approval to allow sub-awardees below the second tier will include the following information:

- (i) Sub-award number and title (or a general description of the sub-award work) of the existing sub-award;
- (ii) Detailed explanation regarding why the work to be performed by the lower-tier sub-awardee cannot be performed by the prime or the two levels of sub-awardees.
- (iii) The total value of the work and total value of the work to be self-performed by the existing sub-awardee;

- (f) For purposes of calculating tiers, the following will not be considered a tier:
- (i) subsidiaries of the awardee;
  - (ii) members of a joint-venture, provided the joint venture is either the awardee or otherwise a "tier" hereunder;
  - (iii) employment awards for a single individual, provided that such individual issues no further sub-awards;
  - (iv) suppliers/service providers for component parts for a sub-award issued for finished commodities purchased on the market. Only the sub-awardee supplying the finished commodity shall be considered a "tier" for purposes of this clause/provision;
  - (v) suppliers of administrative or professional services incidental to the completion of the award nor their sub-awardees, such as legal or financial services, provided such suppliers or their sub-awardees do not perform substantive work related to the scope of work hereunder.
- (h) With exception provided in paragraph D above for sub-awards. The awardee will include this clause in all sub-awards, and will require sub-awardees to include this clause in all lower-tier sub-awards. The awardee will be responsible for compliance with this clause/provision by all sub-awardees and lower-tier sub-awardees.

**A.15.17 4-14.001 Information for Non-US contractors, subcontractors, and key individuals**

- (a) The awardee must complete and submit the "Information Form" as provided by USAID for:
- (i) Itself, if it is a non-U.S. entity;
  - (ii) Each sub-award or sub-awardee of a sub-awardee, 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 USAID-financed program; and (v) any other person with significant responsibilities for administration of USAID financed activities or resources.

**“Award”** means any contract, grant, guarantee, cooperative agreement, or any other instrument that acts as any of the same awarded by USAID. Unless the context otherwise requires, an Award includes Sub-awards, as defined below.

**“Awardee”** means any individual or organization that receives an Award. Unless the context otherwise requires, an Awardee includes Sub-awardees, as defined below.

**“Sub-award”** means any grant, subgrant, guarantee, subcontract, or any other instrument that acts as any of the same awarded by an Awardee pursuant to an Award.

**“Sub-awardee”** means any individual or organization that receives a Sub-award.

(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) The requirements of paragraph (a) must be sent via email to [Kabul\\_usaid\\_vsu@state.gov](mailto:Kabul_usaid_vsu@state.gov). The subject line shall include the prime award number the awardee name and the awardee’s Joint Contingency Contracting Registration number.

(e) 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.

## **II. 4-14.002 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/offices/eotffc/ofac/sdn/tl\\_lsdn.pdf](http://www.trcas.gov/offices/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.un.org/Docs/sc/committees/1267/1267ListHng.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.iaai.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.

## **ATTACHMENT B PROGRAM DESCRIPTION**

### **Ministry of Women’s Affairs Organizational Restructuring and Empowerment (MORE)**

#### **1. Executive Summary**

The Ministry of Women’s Affairs Restructuring and Empowerment (MORE) project will strengthen the capacity of the Ministry of Women’s Affairs (MOWA) to conduct its mandated functions, including policy advocacy on behalf of Afghan women, conducting outreach and public awareness campaigns, providing technical advice to other ministries for implementing the National Action Plan for the Women of Afghanistan (NAPWA)<sup>1</sup> and monitoring that implementation.

MORE is a follow-on program to the earlier USAID-funded MOWA Initiative to Strengthen Policy and Advocacy (MISPA) activity, which ended in January 2011. MISPA supported strategic communications and the policy advocacy capacity at MOWA. The final MISPA performance evaluation concluded that the project was “a good investment and provided useful and long-term benefits towards improving the lives of Afghan women and girls and towards improving gender relations.” However, the evaluation also strongly recommended focused capacity building in specific areas.

MORE will build upon the success of MISPA, benefiting both from its best practices and lessons learned and focusing on the specific areas identified in the MISPA evaluation and subsequent assessments. In particular, MORE will support two key components of MOWA’s National Priority Program (NPP): Component 1, which focuses on institutional reform and capacity building, and Component 5, which deals with public awareness and education, outreach, and media relations. The United Nations Entity for Gender Equality and the Empowerment of Women (UN Women) and the United Nations Development Program (UNDP) and other donors are supporting the four additional NPP components, which focus on gender training for GIROA staff, pilot gender mainstreaming projects, and research.

While this 36-month, \$15 million activity will be implemented at the central Ministry level, it will focus predominantly on the provincial level Departments of Women’s Affairs (DOWAs).

At the central level, MORE will support the implementation of a comprehensive reorganization and capacity development plan for the Ministry as a whole while special focus will be given to the newly-established MOWA Provincial Relations Department (PRD), which is responsible for coordinating with and supporting the DOWAs. Depending on security, MORE will also undertake strategic capacity building in all or most of the 26 provincial DOWAs that MOWA

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<sup>1</sup> NAPWA is a high level benchmark of the 2006 Afghanistan Compact and a key component of the ANDS Gender Cross-Cutting Sector Strategy as well as the ANDS Gender Strategy, which call on all government agencies to support its gender equality objectives

has deemed most in need of strengthening. MORE will focus on strengthening the MOWA and DOWAs' abilities to provide policy and technical guidance to other GIROA ministries implementing the NAPWA and to monitor their efforts and effectiveness. Moreover, the program will assist MOWA in preparing for the improved financial management that will be required for future on-budget assistance. During the MORE activity, USAID will not be channeling program funds to MOWA.

## **2. Background**

The United States Afghanistan Freedom Support Act of 2002 (P.L.107-327) authorized \$15 million to be used to establish the Afghan Ministry of Women's Affairs (MOWA), which was created as a result of the Bonn Agreement of 2002. Since then, U.S. government support for MOWA has been mandated through a Congressional earmark for Afghan women and girls every year through FY11.

USAID's prior program in support of MOWA, the five-year MOWA Initiative to Strengthen Policy and Advocacy (MISPA), ended in January 2011. The program focused on strengthening MOWA's ability to advocate for policies advancing women's rights under the Constitution and on strengthening its strategic communications capacity. MISPA also supported some capacity building at six "model" DOWAs in the provinces.

The final MISPA evaluation concluded that "MISPA was a good investment and provided useful and long-term benefits towards improving the lives of Afghan women and girls and towards improving gender relations." However, the evaluation also pointed out that "there is still much capacity building needed in every aspect as a policy, advocacy and advisory body" and in the Ministry's "communication methods and processes." Indeed, the evaluation concluded that "MOWA's capacity to carry out its mission remains at an unacceptable level." The evaluation recommended that future USAID programming focus on enabling the MOWA and DOWAs to promote and support "the implementation of the [NAPWA].

In anticipation of the closing of the MISPA, USAID conducted a needs assessment of MOWA and provided recommendations for a follow-on program design. A team consisting of personnel from the USAID Gender Unit, one foreign consultant and one Afghan consultant undertook this assignment from November 29, 2010, to January 10, 2011. The team began with a full literature review and meetings with the USAID Gender Unit. They then established an office within MOWA and held meetings in Kabul with the MOWA leadership, most departments and units, each of the primary donors to MOWA, gender units at several other ministries, and a dozen civil society and other Afghan experts on gender-related programming. The team also attended a Gender Mainstreaming Task Force (GMTF) meeting chaired by MOWA, conducted standardized telephone interviews with ten leaders of DOWA offices, and hosted a workshop in Kabul with representatives of six additional DOWAs.

In early 2011, MOWA launched a National Priority Program (NPP 2011-2013)<sup>2</sup> to strengthen the Ministry as an institution and improve the effectiveness of its work. Titled “Capacity Development to Accelerate NAPWA Implementation,” the NPP includes six key components:

- Component 1: Internal Organizational Reform and Capacity Building
- Component 2: Gender Training for GIROA Staff
- Component 3: Pilot Gender Mainstreaming Projects
- Component 4: Policy Research and Development
- Component 5: Public Education and Awareness-Raising
- Component 6: Monitoring and Evaluation

Successful implementation of Component 1 is seen as a prerequisite for achieving the objectives of the other five components. According to the NPP, the Independent Administrative Reform and Civil Service Commission (IAR-CSC) will issue a new *tashkil*<sup>3</sup> for the Ministry upon completion of Component 1, which is estimated to take three years.

The NPP acknowledges that the lack of individual and institutional capacities within MOWA constrain its ability to perform effectively as the lead Ministry for promoting NAPWA implementation. NPP Component 1 is designed to address the primary needs of structural reform and capacity building at every level within MOWA, with a focus on the PRD.

MOWA has undergone several reform processes, beginning in 2004 with the Priority Reform and Restructuring program of the IAR-CSC, and again as recently as October 2010. From a total of 1,341 staff in 2003, MOWA has reduced its workforce by 22 percent to 874 staff in 2010, including 336 (38.4 percent) in the central office with the remainder in the 34 DOWA offices. During an early NPP meeting, however, the MOWA Minister and Deputy Ministers shared a view that MOWA’s structure was not in alignment with the NPP’s mandate. The Minister then requested that USAID support NPP Components 1 and 5, both of which also correspond to the areas identified in the MISPA final evaluation as requiring additional support. Other donors, including UNDP, UN Women, the Japan International Cooperation Agency (JICA), Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ), UNAMA and the United Nations Population Fund (UNFPA), are supporting the remaining components.

### NPP Component 1

Following MOWA’s request, USAID commissioned an “Organizational Reform and Capacity Development” assessment to identify MOWA’s specific needs in Component 1. Conducted by Checchi/SUPPORT, the assessment concluded that MOWA’s primary mandate—policy

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<sup>2</sup> The NPP is a planning document produced following the Kabul Conference in July 2010 that spells out a number of actions the Ministry will take to improve its performance. Each major government entity has its own NPP, which is reviewed and progress assessed every 100 days.

<sup>3</sup> *Tashkil* is the officially recognized organizational chart.

advocacy and oversight—is not backed by the current organizational structure of the Ministry or by the functions of existing departments. MOWA is a policy-making institution, not an implementing agency. Yet the Ministry does not have departments for policy analysis and development, technical advising, collecting and processing of strategic information, or monitoring. The assessment’s main findings include the following:

The Ministry’s current structure does not reflect the requirements of the NPP, which focus on increasing MOWA’s capacity to serve as a substantive leader and provide oversight on NAPWA implementation.

- Departments are operating relatively independently without an overarching, strategic framework to minimize gaps and duplications in their activities;
- Weak management systems contribute to ineffective operations;
- Employees have differing perceptions of their units’ functions;
- While MOWA has capable and committed senior staff – men and women – the mid-level and junior-level staff need further professional development;
- Sub-national Departments of Women’s Affairs (DOWAs) are not properly supported or linked with MOWA; and
- While MOWA’s NPP focuses primarily on implementing the NAPWA and promoting and supporting gender mainstreaming across the government, MOWA staff seem to prefer to work on projects that directly serve women in the communities.

Currently, MOWA is divided into four technical departments: 1) legal; 2) economy; 3) cultural and social affairs; and 4) gender, advocacy and public relations. The remaining units are support functions to these technical departments. An analysis of the four technical functions indicates that they lean more toward providing direct services to women than influencing policy initiatives across government, which is its primary mission.

### NPP Component 5

Component 5 of the NPP calls for supporting “Public Education and Awareness Raising.” The greatest achievement of USAID’s prior program with the Ministry—MISPA—was establishing an information, outreach and media directorate within MOWA that functioned well as a stand-alone center. After MISPA closed, the directorate was downgraded to a sub-unit within a larger department, where it did not flourish. The reorganization of the Ministry includes repositioning the directorate as an autonomous entity, which MORE will restore and further upgrade.

### Overview of MORE Activity

Drawing on all of the above—the final MISPA evaluation, the MOWA Needs Assessment and Program Design Report, the NPP, and the Organizational Reform and Capacity Development assessment—USAID designed the MORE activity. The design work was undertaken in

cooperation with MOWA and in consultation with MOWA's other donors, including UNDP, UN Women, JICA, GIZ, UNAMA, and UNFPA.

In mid-2011, USAID funded Organizational Reform and Capacity Development assessment team prepared and presented to MOWA a proposed new organizational chart that is better aligned with MOWA's mandate, identified the functions carried out by existing MOWA departments, proposed NAPWA and NPP-related functions to be carried out by units in the new structure, compiled information on other Islamic countries' government programs to promote gender equality and prepared a capacity development program to strengthen key aspects of MOWA's operations.

The team also recommended the following:

- Analyze the proposed new structure, revise and implement as appropriate;
- Strengthen policy analysis, monitoring and evaluation, and public education functions;
- Carry out a capacity development program that, among other things, strengthens management and prepares a strategic plan for the ministry and results-based work plans for its various units and employees;
- Identify and address the needs of provincial-level DOWAs; and
- Work with the Civil Service Commission's Pay and Grading Team to carry forward the restructuring process through this project.

On the basis of this assessment, the MORE activity will focus intensely and robustly on increasing expertise and improving cooperation within and between specialized MOWA units and DOWAs to improve their capacity to: 1) influence policy; 2) lead government in implementing the NAPWA and other commitments on gender equality; and 3) coordinate public education and awareness-raising efforts so as to achieve greater public appreciation and support for NAPWA's goals at the national and sub-national levels. By improving their performance, MOWA and the DOWAs are also expected to receive greater credibility and respect among the Afghan citizenry and government.

### **3. Links to USAID's Strategy and Results Framework**

MORE contributes to both the U.S. Foreign Assistance for Afghanistan Post Performance Plan, 2011-2015, and the U.S. Government's Foreign Assistance Framework through the promotion of good governance and a cross-cutting theme of advancing the rights of Afghan women and girls.

MORE will not be channeling program funds to MOWA but will help MOWA strengthen its financial management that will be required for future on budget assistance. In addition MORE supports the 'Afghan First' model, which is the U.S. strategic approach to support Afghan leadership, capacity building efforts, and increased local procurement. MORE is in direct

alignment with the MOWA/NPP, focusing on Components 1 and 5 of the NPP, and has been endorsed by MOWA.

#### **4. Critical Assumptions and Risks**

The following critical assumptions underlie MORE's success:

1. MOWA remains committed to the implementation of the NPP, especially the implementation of Component 1: Internal Organizational Reform and Capacity Building;
2. MOWA endorses the implementation of MORE at the sub-national level; and
3. There will be some basic level of sustained security to enable project staff to implement high-quality, successful project activities and to achieve results that can be appreciated by GIROA, MOWA, respective DOWAs and Afghan citizens.

#### **5. Program Description**

**Objective:** MORE's objective is to strengthen the capacity of MOWA and the DOWAs' staff to perform their primary functions and carry out their mandate. MORE will achieve this objective by designing and implementing an organizational restructuring and capacity building program.

The program will have several focus areas, including policy, technical advising and monitoring, public awareness, and MOWA-DOWA relations, with the following anticipated results:

##### **a. Policy**

- a. A thorough understanding of NAPWA themes to turn them into policies. The translation of these themes into policies will legitimize the implementation process at the national and sub-national levels.

##### **b. Technical Advising and Monitoring**

- b. The provision of technical advice on implementing NAPWA to GIROA entities at the national and sub-national levels will lead to more effective mainstreaming of equitable gender opportunities and equal rights.
- c. MOWA and DOWA monitoring of the implementation of NAPWA by GIROA entities will ensure systematic tracking of progress, enabling resources to be focused where they are most needed.

##### **c. Public Awareness**

- a. MOWA's ability to coordinate public education and awareness raising efforts so as to achieve greater public appreciation and support of NAPWA's gender equality goals will be improved.
- b. A thorough understanding of NAPWA themes and the translation of these themes into survey instruments will enable tracking of attitudes toward women's rights.

**d. MOWA-DOWA Relations**

- a. The improved ability of MOWA's Provincial Relations Department to support the operations of the DOWAs will result in greater social, political and economic success for women at the sub-national level.
- b. Improved communication between MOWA and DOWAs and better data collection by DOWAs will enable MOWA to map its progress by province, district, and perhaps village.
- c. Strategic communications among DOWAs will enable effective coordination of efforts in provinces on critical issues.

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**7. Collaboration with Counterparts**

MOWA is the responsible for ensuring the implementation of the MOWA NPP and the NAPWA, and MORE will work closely with both MOWA and DOWAs to strengthen their ability to meet these responsibilities. MORE will also collaborate with other with other donor agencies supporting other NPP Components, including UNDP, UN Women, JICA, GIZ, UNAMA and UNFPA, to share learning and insights regarding challenges and achievements, to avoid duplication and to enable leveraging of each other’s activities.

**8. Management and Staffing**

A key initiative of the U.S. strategy, articulated in the “Afghanistan and Pakistan Regional Stabilization Strategy,” is “Afghan First.” This effort aims to support Afghan leadership and Afghan capacity-building efforts at all levels, with priority given to local procurement and Afghan sustainability. Afghan First is an integral part of ensuring Afghan leadership and increasing Afghan capacity to assume the lead role in the development process.

MORE intends to work closely with MOWA in Kabul and DOWAs at the sub-national level throughout the life of the program, recognizing that it takes time for effective government and confidence-building to take root and that the less secure the area, the longer and more difficult

the process. A decentralized program management approach to the maximum extent practicable will enable the program to be responsive and have ongoing, working relationships with sub-national partners.

Success can only be achieved in a dynamic and dangerous environment with trained Afghan field staff. If capacity exists, program components should be managed by Afghan professionals. Therefore, the program will require a mix of expatriate and local specialists. Initial staff should be chosen on the basis of proven expertise. Any position filled by an expatriate, however, should have one or more Afghan counterparts who are being trained and mentored so that they can eventually assume or oversee the functions necessary to implement the kinds of activities MORE requires.

MORE will be managed by an Agreement Officer's Representative, or AOR, designated by the USAID/Afghanistan Office of Acquisition and Assistance.

## **ATTACHMENT C STANDARD PROVISIONS**

### **STANDARD PROVISIONS FOR U.S., NONGOVERNMENTAL ORGANIZATIONS**

#### **C.1 APPLICABILITY OF 22 CFR PART 226 (May 2005)**

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

For any subawards made with Non-U.S. subrecipients 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.

#### **C.2 INELIGIBLE COUNTRIES (May 1986)**

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

#### **C.3 NONDISCRIMINATION (JUNE 2012)**

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

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

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

#### **C.4 AMENDMENT (JUNE 2012)**

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

### **C.5 NOTICES (JUNE 2012)**

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

- (1) To the USAID Agreement Officer, at the address specified in this award; or
- (2) To the recipient, at the recipient's address shown in this award, or to such other address specified in this award.

### **C.6 SUBAGREEMENTS (JUNE 2012)**

- a. Subawardees and contractors have no relationship with USAID under the terms of this award. All required USAID approvals must be directed through the recipient to USAID.
- b. Notwithstanding any other term of this award, subawardees and contractors have no right to submit claims directly to USAID and USAID assumes no liability for any third party claims against the recipient.

### **C.7 OMB APPROVAL UNDER THE PAPERWORK REDUCTION ACT (December 2003)**

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

Standard Provision	Burden Estimate
Air Travel and Transportation	1 (hour)
Ocean Shipment of Goods	.5
Patent Rights	.5
Publications	.5
Negotiated Indirect Cost Rates - (Predetermined and Provisional)	1
Voluntary Population Planning	.5
Protection of the Individual as a Research Subject	1
22 CFR 226	Burden Estimate

22 CFR 226.40-.49, Procurement of Goods and Services	1
22 CFR 226.30 -.36, Property Standards	1.5

Comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, may be sent to:

The Office of Procurement/OAA  
Policy Division/M/OAA/P  
U.S. Agency for International Development  
Washington, DC 20523-7801

and to:

The Office of Management and Budget  
Paperwork Reduction Project (0412-0510)  
Washington, DC 20503.

## **C.8 USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (JUNE 2012)**

- a. This provision is not applicable to commodities or services that the recipient provides with private funds as part of a cost-sharing requirement, or with Program Income generated under this award.
- b. Ineligible and Restricted Commodities and Services:
  - (1) Ineligible Commodities and Services. The recipient must not, under any circumstances, procure any of the following under this award:
    - (i) Military equipment,
    - (ii) Surveillance equipment,
    - (iii) Commodities and services for support of police or other law enforcement activities,
    - (iv) Abortion equipment and services,
    - (v) Luxury goods and gambling equipment, or
    - (vi) Weather modification equipment.
  - (2) Ineligible Suppliers. Any firms or individuals that do not comply with the requirements in [Standard](#) Provision, “Debarment, Suspension and Other Responsibility Matters” and [Standard](#) Provision, “Preventing Terrorist Financing” must not be used to provide any commodities or services funded under this award.
  - (3) Restricted Commodities. The recipient must obtain prior written approval of the Agreement Officer (AO) or comply with required procedures under an applicable waiver, as provided by the AO when procuring any of the following commodities:

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

c. Source and Nationality:

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

<http://www.usaid.gov/policy/ads/300/310.pdf>.

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

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

### **C.9 DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (JUNE 2012)**

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

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

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

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

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

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

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

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

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

**C.10. DRUG-FREE WORKPLACE (JUNE 2012)**

a. The recipient must comply with drug-free workplace requirements in subpart B (or subpart C, if the recipient is an individual) of 2 CFR 782, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152–5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100–690, Title V, Subtitle D; 41 U.S.C. 701–707).

**C.11. EQUAL PARTICIPATION BY FAITH-BASED ORGANIZATIONS (JUNE 2012)**

a. Faith-Based Organizations Encouraged.

Faith-based organizations are eligible to compete on an equal basis as any other organization to participate in USAID programs. Neither USAID nor entities that make and administer subawards of USAID funds will discriminate for or against an organization on the basis of the organization's religious character or affiliation. A faith-based organization may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, within the limits contained in this provision. More information can be found at the USAID Faith-Based and Community Initiatives Web site: [http://transition.usaid.gov/our\\_work/global\\_partnerships/fbci/](http://transition.usaid.gov/our_work/global_partnerships/fbci/) and 22 CFR 205.1.

b. Inherently Religious Activities Prohibited.

(1) Inherently religious activities include, among other things, worship, religious instruction, prayer, or proselytization.

(2) The recipient must not engage in inherently religious activities as part of the programs or services directly funded with financial assistance from USAID. If the recipient engages in inherently religious activities, 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.

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

(4) These restrictions do not apply to USAID-funded programs where chaplains 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.

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

(i) 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,

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

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

c. Construction of Structures Used for Inherently Religious Activities Prohibited. 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, such as sanctuaries, chapels, or other rooms that the recipient uses as its principal place of worship. Except for a structure used as its principal place of worship, 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.

d. Discrimination Based on Religion Prohibited. The recipient must not discriminate against any beneficiary or potential beneficiary on the basis of religion or religious belief as part of the programs or services directly funded with financial assistance from USAID.

## **C12. PREVENTING TERRORIST FINANCING -- IMPLEMENTATION OF E.O. 13224 (JUNE 2012)**

a. 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. The recipient must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism. In addition, the recipient must verify that no support or resources are provided to individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or the United Nations Security designation list (online at: [http://www.un.org/sc/committees/1267/aq\\_sanctions\\_list.shtml](http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml)).

b. This provision must be included in all subagreements, including contracts and subawards, issued under this award.

**C13. MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE (JUNE 2012)**

a. The USAID Identity is the official marking for USAID, comprised of the USAID logo and brandmark with the tagline “from the American people.” The USAID Identity is on the USAID Web site at [www.usaid.gov/branding](http://www.usaid.gov/branding). Recipients must use the USAID Identity, of a size and prominence equivalent to or greater than any other identity or logo displayed, to mark the following:

(1) Programs, projects, activities, public communications, and commodities partially or fully funded by USAID;

(2) Program, project, or activity sites funded by USAID, including visible infrastructure projects or other physical sites;

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

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

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

b. When this award contains an approved Marking Plan, the recipient must implement the requirements of this provision following the approved Marking Plan.

c. If a "Marking Plan" is not included in this award, the recipient must propose and submit a plan for approval within the time specified by the Agreement Officer (AO).

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

e. The recipient is encouraged to give public notice of the receipt of this award and announce progress and accomplishments. The recipient must provide copies of notices or announcements

to the Agreement Officer's Representative (AOR) and to USAID's Office of Legislative and Public Affairs in advance of release, as practicable. Press releases or other public notices must include a statement substantially as follows:

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

f. Any "public communication" in which the content has not been approved by USAID must contain the following disclaimer:

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

g. The recipient must provide the USAID AOR, with two copies of all program and communications materials produced under this award.

h. The recipient may request an exception from USAID marking requirements when USAID marking requirements would:

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

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

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

(4) Impair the functionality of an item;

(5) Incur substantial costs or be impractical;

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

(7) Conflict with international law.

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

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

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

j. The recipient must include the following marking provision in any subagreements entered into under this award:

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

#### **C14. REGULATIONS GOVERNING EMPLOYEES (AUGUST 1992)**

(The following applies to the recipient's employees working in the cooperating country under the agreement who are not citizens of the cooperating country.)

a. The recipient's employees must maintain private status and may not rely on local U.S. Government offices or facilities for support while under this grant.

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

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

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

e. In the event the conduct of any recipient employee is not in accordance with the preceding paragraphs, the recipient's chief of party must consult with the USAID Mission Director and the employee involved, and must recommend to the recipient a course of action with regard to such employee.

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

g. If it is determined, either under e. or f. above, that the services of such employee should be terminated, the recipient must use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.

**C15. CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY (NOVEMBER 1985)**

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

**C16. USE OF POUCH FACILITIES (AUGUST 1992)**

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

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

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

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

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

Name of individual or organization (followed by letter symbol "G")

City Name of post (USAID/\_\_\_\_\_)

Agency for International Development

Washington, DC 20523-0001

(5) Mail sent via the diplomatic pouch may not be in violation of U.S. Postal laws and may not contain material ineligible for pouch transmission.

(6) Recipient personnel are NOT authorized use of military postal facilities (APO/FPO). This is an Adjutant General's decision based on existing laws and regulations governing military postal facilities and is being enforced worldwide.

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

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

## **C17. TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (JUNE 2012)**

### **a. PRIOR BUDGET APPROVAL**

Direct charges for travel costs for international air travel by individuals are allowable only when each international trip has received prior budget approval. Such approval is met when all of the following are met:

- (1) The trip is identified by providing the following information: the number of trips, the number of individuals per trip, and the origin and destination countries or regions;
- (2) All of the information noted at a.(1) above is incorporated in the Schedule of this award or amendments to this award; and
- (3) The costs related to the travel are incorporated in the budget of this award.

The Agreement Officer (AO) may approve, in writing, international travel costs that have not been incorporated in this award. To obtain AO approval, the recipient must request approval at least three weeks before the international travel, or as far in advance as possible. The recipient must keep a copy of the AO's approval in its files. No other clearance (including country clearance) is required for employees of the recipient, its subrecipients or contractors. International travel by employees who are not on official business of the recipient, such as rest and recuperation (R&R) travel offered as part of an employee's benefits package, must be consistent with the recipient's personnel and travel policies and procedures and does not require approval.

### **b. TRAVEL COSTS**

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

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

### **c. FLY AMERICA ACT RESTRICTIONS**

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

(2) In the event that the recipient selects a carrier other than a U.S. Flag Air Carrier for international air transportation, in order for the costs of such international air transportation to be allowable, the recipient must document such transportation in accordance with this provision and maintain such documentation pursuant to the Standard Provision, "Accounting, Audit and Records." The documentation must use one of the following reasons or other exception under the Fly America Act:

(i) The recipient uses a European Union (EU) flag air carrier, which is an airline operating from an EU country that has signed the US-EU "Open Skies" agreement (<http://www.state.gov/e/eb/rls/othr/ata/i/ic/170684.htm>).

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

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

(iii) Only for a particular leg of a route on which no US Flag Air Carrier provides service on that route;

(iv) For a trip of 3 hours or less, the use of a US Flag Air Carrier at least doubles the travel time;

(v) If the US Flag Air Carrier offers direct service, use of the US Flag Air Carrier would increase the travel time by more than 24 hours; or

(vi) If the US Flag Air Carrier does not offer direct service,

a. Use of the US Flag Air Carrier increases the number of aircraft changes by 2 or more,

b. Use of the US Flag Air Carrier extends travel time by 6 hours or more, or

c. Use of the US Flag Air Carrier requires a layover at an overseas interchange of 4 hours or more.

**d. DEFINITIONS**

The terms used in this provision have the following meanings:

(1) "Travel costs" means expenses for transportation, lodging, subsistence (meals and incidentals), and related expenses incurred by employees who are on travel status on official

business of the recipient for any travel outside the country in which the organization is located. "Travel costs" do not include expenses incurred by employees who are not on official business of the recipient, such as rest and recuperation (R&R) travel offered as part of an employee's benefits package that are consistent with the recipient's personnel and travel policies and procedures.

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

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

(4) For this provision, the term "United States" includes the fifty states, Commonwealth of Puerto Rico, possessions of the United States, and the District of Columbia.

e. SUBAGREEMENTS

This provision must be included in all subagreements, including all subawards and contracts, under which this award will finance international air transportation.

**C18. OCEAN SHIPMENT OF GOODS (JUNE 2012)**

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

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

b. This provision must be included in all subagreements, including subawards and contracts.

**C19. VOLUNTARY POPULATION PLANNING ACTIVITIES – MANDATORY REQUIREMENTS (MAY 2006)**

Requirements for Voluntary Sterilization Programs

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

**Prohibition on Abortion-Related Activities:**

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

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

**C20. TRAFFICKING IN PERSONS (JUNE 2012)**

a. USAID is authorized to terminate this award, without penalty, if the recipient or its employees, or any subrecipient or its employees, engage in any of the following conduct:

(1) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this award;

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

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

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

c. The recipient must include in all subagreements, including subawards and contracts, a provision prohibiting the conduct described in a(1)-(3) by the subrecipient, contractor or any of their employees.

**C21. SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND PUBLICATIONS (JUNE 2012)**

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

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

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

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

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

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

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

## **C.22. NEGOTIATED INDIRECT COST RATES - PROVISIONAL (Nonprofit) (APRIL 1998)**

### **NEGOTIATED INDIRECT COST RATES - PROVISIONAL (Nonprofit) (APRIL 1998)**

- a. Provisional indirect cost rates must be established for each of the recipient's accounting periods during the term of this award. Pending establishment of revised provisional or final rates, allowable indirect costs must be reimbursed at the rates, on the bases, and for the periods shown in the schedule of the award.
- b. Within the earlier of 30 days after receipt of the A-133 audit report or nine months after the end of the audit period, the recipient must submit to the cognizant agency for audit the required OMB Circular A-133 audit report, proposed final indirect cost rates, and supporting cost data. If USAID is the cognizant agency or no cognizant agency has been designated, the recipient must submit four copies of the audit report, along with the proposed final indirect cost rates and supporting cost data, to the Overhead, Special Costs, and Closeout Branch, Office of Acquisition and Assistance, USAID, Washington, DC 20523-7802. The proposed rates must be based on the recipient's actual cost experience during that fiscal year. Negotiations of final indirect cost rates must begin soon after receipt of the recipient's proposal.
- c. Allowability of costs and acceptability of cost allocation methods must be determined in accordance with the applicable cost principles.
- d. The results of each negotiation must be set forth in a written indirect cost rate agreement signed by both parties. Such agreement is automatically incorporated into this award and must specify (1) the agreed upon final rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. The agreement must not change any monetary ceiling, award obligation, or specific cost allowance or disallowance provided for in this award.
- e. Pending establishment of final indirect cost rate(s) for any fiscal year, the recipient must be reimbursed either at negotiated provisional rates or at billing rates acceptable to the Agreement Officer, subject to appropriate adjustment when the final rates for the fiscal year are established. To prevent substantial overpayment or underpayment, the provisional or billing rates may be prospectively or retroactively revised by mutual agreement.
- f. Failure by the parties to agree on final rates is a 22 CFR 226.90 dispute.

## **C.23. EXCHANGE VISITORS AND PARTICIPANT TRAINING (JUNE 2012)**

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

### **a. Definitions:**

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

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

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

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

(1) For U.S.-based activities, the recipient must use USAID's official Exchange Visitor and Participant Training information system, currently called "Training Results and Information Network – TraiNet" (see <http://trainethelp.usaid.gov/>), to report and manage Exchange Visitor and Participant Training data. The recipient must also use the USAID Visa Compliance System – VCS (see <http://trainethelp.usaid.gov/>) to transfer required data for USAID Exchange Visitors to the Department of Homeland Security's Student and Exchange Visitor Information System (SEVIS).

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

**c. Health and Accident Insurance:**

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

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

(3) For Participants traveling within the host country, the recipient must determine whether specific in-country participant training activities subject them to any risk of health and accident

liability for medical costs. Participants may incur, and if so, take appropriate steps according to the local situation, including obtaining health and accident insurance coverage for Participants.

**d. Immigration Requirements:**

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

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

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

**f. Pre-departure Orientation:** The recipient must conduct pre-departure orientation for U.S.-bound Exchange Visitors and Participants of third-country training programs. Pre-departure orientation covers: program objectives; administrative and policy review; cultural aspects; and training/learning methods (see [http://pdf.usaid.gov/pdf\\_docs/PNADT444.pdf](http://pdf.usaid.gov/pdf_docs/PNADT444.pdf)).

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

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

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

**j. Use of Minority Serving Institutions:** For U.S.-based Participant Training, the recipient must, to the maximum extent possible, maintain their use of Historically Black Colleges and

Universities (HBCUs) and other Minority Serving Institutions (MSIs), including Hispanic Serving Institutions and Tribal Colleges and Universities, as training or education providers.

## **C.24. VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (JANUARY 2009)**

### **a. Voluntary Participation and Family Planning Methods:**

(1) The recipient agrees to take any steps necessary to ensure that funds made available under this award will not be used to coerce any individual to practice methods of family planning inconsistent with such individual's moral, philosophical, or religious beliefs. Further, the recipient agrees to conduct its activities in a manner which safeguards the rights, health, and welfare of all individuals who take part in the program.

(2) Activities which provide family planning services or information to individuals, financed in whole or in part under this agreement, must provide a broad range of family planning methods and services available in the country in which the activity is conducted or must provide information to such individuals regarding where such methods and services may be obtained.

### **b. Requirements for Voluntary Family Planning Projects**

(1) A family planning project must comply with the requirements of this paragraph.

(2) A project is a discrete activity through which a governmental, nongovernmental, or public international organization provides family planning services to people and for which funds obligated under this award, or goods or services financed with such funds, are provided under this award, except funds solely for the participation of personnel in short-term, widely attended training conferences or programs.

(3) Service providers and referral agents in the project must not implement or be subject to quotas or other numerical targets of total number of births, number of family planning acceptors, or acceptors of a particular method of family planning. Quantitative estimates or indicators of the number of births, acceptors, and acceptors of a particular method that are used for the purpose of budgeting, planning, or reporting with respect to the project are not quotas or targets under this paragraph, unless service providers or referral agents in the project are required to achieve the estimates or indicators.

(4) The project must not include the payment of incentives, bribes, gratuities or financial rewards to (i) any individual in exchange for becoming a family planning acceptor or (ii) any personnel performing functions under the project for achieving a numerical quota or target of total number of births, number of family planning acceptors, or acceptors of a particular method of contraception. This restriction applies to salaries or payments paid or made to personnel performing functions under the project if the amount of the salary or payment increases or decreases based on a predetermined number of births, number of family planning acceptors, or number of acceptors of a particular method of contraception that the personnel affect or achieve.

(5) A person must not be denied any right or benefit, including the right of access to participate in any program of general welfare or health care, based on the person's decision not to accept family planning services offered by the project.

(6) The project must provide family planning acceptors comprehensible information about the health benefits and risks of the method chosen, including those conditions that might render the use of the method inadvisable and those adverse side effects known to be consequent to the use of the method. This requirement may be satisfied by providing information in accordance with

the medical practices and standards and health conditions in the country where the project is conducted through counseling, brochures, posters, or package inserts.

(7) The project must ensure that experimental contraceptive drugs and devices and medical procedures are provided only in the context of a scientific study in which participants are advised of potential risks and benefits.

(8) With respect to projects for which USAID provides, or finances the contribution of, contraceptive commodities or technical services and for which there is no subaward or contract under this award, the organization implementing a project for which such assistance is provided must agree that the project will comply with the requirements of this paragraph while using such commodities or receiving such services.

(9)

i) The recipient must notify USAID when it learns about an alleged violation in a project of the requirements of subparagraphs (3), (4), (5), or (7) of this paragraph.

ii) The recipient must investigate and take appropriate corrective action, if necessary, when it learns about an alleged violation in a project of subparagraph (6) of this paragraph and must notify USAID about violations in a project affecting a number of people over a period of time that indicate there is a systemic problem in the project.

iii) The recipient must provide USAID such additional information about violations as USAID may request.

c. Additional Requirements for Voluntary Sterilization Programs

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

(2) The recipient must ensure that any surgical sterilization procedures supported, in whole or in part, by funds from this award are performed only after the individual has voluntarily appeared at the treatment facility and has given informed consent to the sterilization procedure. Informed consent means the voluntary, knowing assent from the individual after being advised of the surgical procedures to be followed, the attendant discomforts and risks, the benefits to be expected, the availability of alternative methods of family planning, the purpose of the operation and its irreversibility, and the option to withdraw consent any time prior to the operation. An individual's consent is considered voluntary if it is based upon the exercise of free choice and is not obtained by any special inducement or any element of force, fraud, deceit, duress, or other forms of coercion or misrepresentation.

(3) Further, the recipient must document the patient's informed consent by (i) a written consent document in a language the patient understands and speaks, which explains the basic elements of informed consent, as set out above, and which is signed by the individual and by the attending physician or by the authorized assistant of the attending physician; or, (ii) when a patient is unable to read adequately a written certification by the attending physician or by the authorized assistant of the attending physician that the basic elements of informed consent above were orally presented to the patient, and that the patient thereafter consented to the performance of the

operation, the receipt of this oral explanation must be acknowledged by the patient's mark on the certification and by the signature or mark of a witness who speaks the same language as the patient.

(4) The recipient must retain copies of informed consent forms and certification documents for each voluntary sterilization procedure for a period of three years after performance of the sterilization procedure.

d. Prohibition on Abortion-Related Activities:

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

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

e. The recipient must insert this provision in all subsequent subagreements, including subawards and contracts, involving family planning or population activities that will be supported, in whole or in part, from funds under this award.

**C.25. TITLE TO AND CARE OF PROPERTY (COOPERATING COUNTRY TITLE)  
(NOVEMBER 1985)**

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

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

Agreement Officer may prescribe as reasonably necessary for the protection of the Government property.

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

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

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

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

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

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

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

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

(vii) The official property control records must be kept in such condition that at any stage of completion of the work under this award, the status of property acquired or furnished under this award may be readily ascertained. A report of current status of all items of property acquired or furnished under the award must be submitted yearly concurrently with the annual report.

(2) Maintenance Program: The recipient's maintenance program must be consistent with sound business practice, the terms of the award, and provide for:

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

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

(iii) Recording of work accomplished under the program:

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

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

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

d. Risk of Loss:

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

(i) Which results from willful misconduct or lack of good faith on the part of any of the recipient's directors or officers, or on the part of any of its managers, superintendents, or other equivalent representatives, who have supervision or direction of all or substantially all of the

recipient's business, or all or substantially all of the recipient's operation at any one plant, laboratory, or separate location in which this award is being performed;

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

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

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

(iii) For which the recipient is otherwise responsible under the express terms designated in the schedule of this award;

(iv) Which results from a risk expressly required to be insured under some other provision of this award, but only to the extent of the insurance so required to be procured and maintained, or to the extent of insurance actually procured and maintained, whichever is greater; or

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

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

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

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

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

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

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

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

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

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

and the execution of instruments or assignments in favor of the Government) in obtaining recovery.

e. Access: USAID, and any persons designated by it, must at all reasonable times have access to the premises wherein any cooperating country property is located, for the purpose of inspecting the cooperating country property.

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

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

#### **C.26. COST SHARING (MATCHING) (FEBRUARY 2012)**

a. If at the end of any funding period, the recipient has expended an amount of non-Federal funds less than the agreed upon amount or percentage of total expenditures, the Agreement Officer may apply the difference to reduce the amount of USAID incremental funding in the following funding period. If the award has expired or has been terminated, the Agreement Officer may require the recipient to refund the difference to USAID.

b. The source and nationality requirements and the restricted goods provision established in the Standard Provision entitled "USAID Eligibility Rules for Goods and Services" do not apply to cost sharing (matching) expenditures.

#### **C.27. PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (JUNE 1999)**

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

b.

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

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

c.

(1) The recipient agrees not to disburse, or sign documents committing

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

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

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

**C.28. REPORTING HOST GOVERNMENT TAXES (JUNE 2012)**

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

b. Submit the reports to:  
Office of Financial Management  
USAID/Afghanistan  
U.S. Embassy East Compound  
Great Massoud Road

c. Host government taxes are not allowable where the Agreement Officer provides the necessary means to the recipient to obtain an exemption or refund of such taxes, and the recipient fails to take reasonable steps to obtain such exemption or refund. Otherwise, taxes are allowable in accordance with the Standard Provision, "Allowable Costs," and must be reported as required in this provision.

d. The recipient must include this reporting requirement in all applicable subagreements, including subawards and contracts.

**C.29. USAID DISABILITY POLICY - ASSISTANCE (DECEMBER 2004)**

a. The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. Government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following Web site:

[pdf.usaid.gov/pdf\\_docs/PDABQ631.pdf](http://pdf.usaid.gov/pdf_docs/PDABQ631.pdf)

b. USAID therefore requires that the recipient not discriminate against people with disabilities in the implementation of USAID funded programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing the program under this grant or cooperative agreement. To that end and to the extent it can accomplish this goal within the scope of the program objectives, the recipient should demonstrate a comprehensive and consistent approach for including men, women, and children with disabilities.

### **C.30. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER (OCTOBER 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 subawards under this award, you:

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

(2) May not make a subaward 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 [www.ccr.gov](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 [fedgov.dnb.com/webform](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 25, subpart C:

- (i) A governmental organization, which is a State, local government, or Indian tribe;
- (ii) A foreign public entity;
- (iii) A domestic or foreign nonprofit organization;
- (iv) A domestic or foreign for-profit organization; and
- (v) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

(4) Subaward:

- (i) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- (ii) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations”).
- (iii) A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

(5) Subrecipient means an entity that:

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

**ADDENDUM (JUNE 2012):**

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

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

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

### **C.31. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (OCTOBER 2010)**

#### **a. Reporting of first-tier subawards.**

(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 subaward 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](http://www.fsrs.gov).

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

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

#### **b. Reporting Total Compensation of Recipient Executives.**

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

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

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

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

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

(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To

determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at [www.sec.gov/answers/excomp.htm](http://www.sec.gov/answers/excomp.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.bpn.gov/ccr](http://www.bpn.gov/ccr).

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

**c. Reporting of Total Compensation of Subrecipient Executives.**

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

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

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

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

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

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

(i) To the recipient.

(ii) By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (for example, between October 1 and 31), you must report any required compensation information of the subrecipient 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) Subawards, and
- (2) The total compensation of the five most highly compensated executives of any subrecipient.

**e. Definitions.**

For purposes of this award term:

(1) Entity means all of the following, as defined in 2 CFR 25:

- (i) A governmental organization, which is a State, local government, or Indian tribe;
- (ii) A foreign public entity;
- (iii) A domestic or foreign nonprofit organization;
- (iv) A domestic or foreign for-profit organization; and
- (v) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

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

(3) Subaward:

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

(ii) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

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

(4) Subrecipient means an entity that:

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

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

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

(i) Salary and bonus.

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

(iii) Earnings for services under nonequity incentive plans. This does not include group life, health, hospitalization, or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(iv) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

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

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

### **C.32 REPORTING**

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

### **C.33 SUB-AWARD REQUIREMENTS (MARCH 2012)**

(a) **Applicability:** This section limits the number of tiers of sub-awards to two tiers below the awardee for all Contracts and Cooperative Agreements. The awardee must not allow lower-tier sub-awards without the express written approval of the Contracting/Agreement Officer.

(b) **Definitions:** The term "award" in this clause refers to either the direct contract between USAID and the prime contractor or a direct Cooperative Agreement between USAID and the recipient. A "first-tier sub-award" is a direct award between the awardee and a sub-awardee (the "first-tier sub-awardee"). A "second-tier sub-award" is a direct award between the first-tier sub-awardee and its sub-awardee (the "second-tier sub-awardee").

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

(d) Should exceptional circumstances warrant sub-awards below two tiers, the Awardee will promptly request approval in writing from the Contracting/Agreement Officer, which for contracts may be done in conjunction with a request under FAR 44, provided that the additional information set forth in paragraph (e) below is also provided.

(e) Awardee's written request for approval to allow sub-awardees below the second tier will include the following information:

- (i) Sub-award number and title (or a general description of the sub-award work) of the existing sub-award;
- (ii) Detailed explanation regarding why the work to be performed by the lower-tier sub-awardee cannot be performed by the prime or the two levels of sub-awardees.
- (iii) The total value of the work and total value of the work to be self-performed by the existing sub-awardee;

(f) For purposes of calculating tiers, the following will not be considered a tier:

- (i) subsidiaries of the awardee;
- (ii) members of a joint-venture, provided the joint venture is either the awardee or otherwise a "tier" hereunder;
- (iii) employment awards for a single individual, provided that such individual issues no further sub-awards;
- (iv) suppliers/service providers for component parts for a sub-award issued for finished commodities purchased on the market. Only the sub-awardee supplying the finished commodity shall be considered a "tier" for purposes of this clause/provision;

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

(h) With exception provided in paragraph D above for sub-awards. The awardee will include this clause in all sub-awards, and will require sub-awardees to include this clause in all lower-tier sub-awards. The awardee will be responsible for compliance with this clause/provision by all sub-awardees and lower-tier sub-awardees.

#### **C.34 4-14.001 Information for Non-US contractors, subcontractors, and key individuals**

(a) The awardee must complete and submit the “Information Form” (Annex E), for:

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

(ii) Each sub-award or sub-awardee of a sub-awardee, 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 USAID-financed program; and (v) any other person with significant responsibilities for administration of USAID financed activities or resources.

“**Award**” means any contract, grant, guarantee, cooperative agreement, or any other instrument that acts as any of the same awarded by USAID. Unless the context otherwise requires, an Award includes Sub-awards, as defined below.

“**Awardee**” means any individual or organization that receives an Award. Unless the context otherwise requires, an Awardee includes Sub-awardees, as defined below.

“**Sub-award**” means any grant, subgrant, guarantee, subcontract, or any other instrument that acts as any of the same awarded by an Awardee pursuant to an Award.

“**Sub-awardee**” means any individual or organization that receives a Sub-award.

(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) The requirements of paragraph (a) must be sent via email to [Kabul\\_usaid\\_vsu@state.gov](mailto:Kabul_usaid_vsu@state.gov). The subject line shall include the prime award number the awardee name and the awardee's Joint Contingency Contracting Registration number.

(e) 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.