



USAID
FROM THE AMERICAN PEOPLE

July 31, 2013

Dr. Arthur B. Keys
President and CEO
International Relief and Development, Inc.
1621 North Kent St., Suite 400
Arlington, VA 22209
Email: akeys@ird-dc.org

Reference: USAID/Afghanistan RFA 306-13-000004, Kandahar Food Zone (KFZ)

Subject: Cooperative Agreement No. AID-306-A-13-00008, Kandahar Food Zone (KFZ)

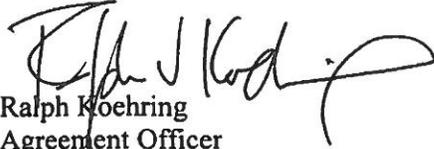
Dear Dr. Keys:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development (USAID) hereby awards this Cooperative Agreement to the International Relief and Development, Inc. (IRD) hereinafter referred to as the "Recipient," the sum of \$19,695,804.00 for the Kandahar Food Zone (KFZ) program, 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. 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 a copy of this letter to acknowledge your receipt of the Cooperative Agreement, and return a scanned copy to the Agreement Officer.

Sincerely,

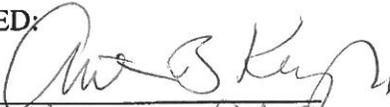


Ralph Koehring
Agreement Officer
Office of Acquisition and Assistance
USAID/Afghanistan

Attachments:

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

ACKNOWLEDGED:

BY: 

TITLE: President + CEO

DATE: 8/7/2013

ACCOUNTING AND APPROPRIATION DATA

A. GENERAL

A.1.	Total Estimated USAID Amount	:	\$19,695,804.00
A.2.	Total Funded USAID Amount	:	\$19,695,804.00
A.3.	Recipient Cost Share Amount	:	\$0.00
A.4.	Total Obligated Amount	:	\$5,000,000.00
A.5.	DUNS Number	:	
A.6.	LOC Number	:	

B. SPECIFIC

Requisition Number	REQ-306-13-000165
Funding Type:	Bilateral
Account ID:	1
Accounting Line:	57
Bilateral Obligation Record Number:	306-SOAG-306-05-0004.01—4
Accounting Template:	306-KABUL-SOAG-FY2012
BBFY:	2012
EBFY:	2013
FUND:	ES-OCO
OP:	Afghanistan
Porg Area:	A13
Dist Code:	306-M
Porg Elem:	A059
Team/Div:	AFG/STAB
SOC:	4100301
Obligated Amount:	\$3,000,000.00
Funds Type:	Appropriated
Treasury Account Symbol:	72-1037

Funding Type:	Bilateral
Account ID:	2
Accounting Line:	55
Bilateral Obligation Record Number:	306-SOAG-306-05-0004.01—4
Accounting Template:	306-KABUL-SOAG-FY2012
BBFY:	2012
EBFY:	2013
FUND:	ES-OCO

OP: Afghanistan
Porg Area: A06
Dist Code: 306-M
Porg Elem: A025
Team/Div: AFG/STAB
SOC: 4100301
Obligated Amount: \$2,000,000.00
Funds Type: Appropriated
Treasury Account Symbol: 72-1037

Total Amount Obligated \$5,000,000.00

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)
Stabilization Unit
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 the date of the letter signed by the Agreement Officer (AO). The period of performance for this Cooperative Agreement is two years.
2. Subject to the terms and conditions of this Award, allowable costs incurred by the Recipient shall be reimbursable during the period mentioned in A.2.1 above.
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 January 31, 2014. 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 \$19,695,804.00.
- 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.

A.4 COOPERATIVE AGREEMENT BUDGET

The following is the Agreement Budget for the total estimated amount of this Award (see Section A.3 above) for its full period (see Section A.2 above). The Recipient may not exceed the total estimated amount or the obligated amount of this award, whichever is less (see Section A.3 above).

Line Item	Year 1	Year 2	TOTAL	COST-SHARE	GRAND
	USAID	USAID	USAID		TOTAL
	9/1/2013 - 8/31/2014	9/1/2014 - 8/31/2015	9/1/2013 - 8/31/2015		
1 PERSONNEL					
2 FRINGE BENEFITS					
3 TRAVEL, TRANSPORTATION, AND PER DIEM					
4 EQUIPMENT					
5 SUB-GRANTEES/SUB-CONTRACTS					
6 OTHER DIRECT COSTS					
TOTAL DIRECT COSTS					
7 INDIRECT COSTS					
GRAND TOTAL COSTS	\$9,559,386	\$10,136,419	\$19,695,804	\$4,494,100	\$24,189,904

A.5 REPORTING AND EVALUATION

1. Monitoring and Evaluation

KFZ program oversight will be a closely shared responsibility between Afghan government institutions, the implementing partner, and USAID.

01/11/15
05.580
063.826
015.600
070.607
08.297
022.904
01/11/15

Underpinning KFZ program performance are measures that address the drivers of poppy cultivation. At the objective level, this is seen as the legitimacy of the government in the eyes of affected communities. These measures will be undertaken through a methodology to be defined in consultation with the implementing partner and in consultation with the existing USAID Measuring the Impact of Stabilization Initiatives (MISTI) contract, which is a third-party monitoring and evaluation mechanism specifically supporting USAID Stabilization Unit programs.

Central questions to be evaluated in KFZ final report include:

- How has the Food Zone program accelerated licit economic growth in targeted areas?
- To what extent do targeted communities see GIROA as a legitimate government that is responsive to community needs?
- To what extent do sufficient licit economic opportunities exist to support community and household economic needs as alternatives to poppy cultivation?

Preliminary illustrative project-specific indicators include:

- The percent decrease of opium poppy cultivation in targeted districts (# ha under cultivation-UNODC/MCN data);
- Effectiveness¹ of host government institutions working on CN to coordinate and deliver services in a fair manner (MISTI);
- Legitimacy² of host government institutions as foundation for service delivery increase at the district and community levels (MISTI);
- The percent decrease of opium poppy-derived income for insurgents (ISAF Threat Finance Cell).

¹ Effectiveness in this context defined as the ability of the Ministry of Counter Narcotics to lead intra/inter-ministerial design, implementation and coordination mechanisms of AL and other development policies and activities to decrease poppy cultivation.

² Legitimacy of the government defined as the ability to increase institutional relationship between the State (GIROA) and the rural communities within the scope of the sub-national governance linkages to deliver services.

i. Third Party Monitoring

Since poppy cultivation generally takes place in remote and insecure areas, it is a challenge for USAID field staff to regularly monitor the assistance. In addition to the Afghan government institutions and implementing partner's own monitoring, it is anticipated that a third party monitoring (TPM) mechanism may be awarded, of which KFZ is one of multiple programs to be monitored. The information gathered during the TPM monitoring process will be used to understand how program implementation changes over time, adjust and improve programmatic approaches to drive changes in perception and behavior, while mitigating fraud and corruption. TPM will only be used as deemed necessary and will be subject to AOR and Agreement Officer approval.

2. Reporting

Implementing partner reporting mechanisms will include quarterly progress reports, financial reports, and monthly provincial coordination reports. The provincial monthly reports will be prepared in coordination with the [REDACTED] which will serve as the secretariat of the provincial coordination committee. Additional reports will include weekly updates, trip reports, and public outreach and success stories.

i. Quarterly Progress Reports

The implementing partner shall submit to USAID a detailed quarterly progress report within 30 calendar days following the end of every quarter. The reports shall describe major accomplishments of the quarter ending, including actual versus planned results. The implementing partner will explain in writing any significant deviations from expected results.

The quarterly reports shall assess the program outcomes for the quarter and emphasize combined program outcomes for previous quarters. The fourth quarter reports shall assess the program outcomes for the quarter and emphasize program outcomes for the year. The quarterly reports shall also describe any obstacles faced and how they were (or will be) overcome. Additionally, the report will describe activities to be carried out in the next quarter. Quarterly reports must include USAID-approved success stories in the approved USAID format. The AOR will approve and coordinate report submission to GIRoA authorities and to any USG agency as appropriate.

In addition to the quarterly reports the implementing partner's reporting will include:

ii. Weekly Updates

Weekly updates are program focused and reflect the highlights of events and program progress for that week, as well as provide a "forward looking" view of important milestones or events coming up within the program. The updates should also reflect constraints faced and how they were or will be overcome.

iii. Monthly provincial coordination reports

These reports are designed to keep the provincial and central committee stakeholders informed of the progress being made in all on-going activities, share information and results disaggregated by districts, and outline planned activities and focus for the next month. Additionally the monthly provincial coordination reports may be shared with relevant ministries for their continual awareness of how the program is performing.

iv. Joint monitoring trip reports

These reports are designed to bring together the local stakeholders to assess activity implementation of all KFZ components and report back to the provincial coordination committee. The frequency of the visits will be determined by the provincial coordination committee and consultation with the implementing partner.

v. Public Outreach and Success Stories

These stories describe community and GIRoA successes and *will elevate the awareness of the counter narcotics efforts as a visible GIRoA and U.S. Government-supported effort.*

vi. Financial Report

Quarterly financial reports to include accruals and accrued expenditures shall be submitted to USAID following the fiscal year quarterly reporting schedule.

The Recipient shall submit an original and two copies quarterly. Financial Reports shall be in keeping with 22 CFR 226. In accordance with 22 CFR 226.52, the SF 425 will be required on a quarterly basis. The recipient shall submit these forms in the following manner:

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

The SF 425 (if necessary) must be submitted directly Agreement Officer's technical representative (AOTR), to the Agreement Officer (AO) and to the USAID/Afghanistan Office of Financial Management at kabulfinancialreport@usaid.gov

In accordance with 22 CFR 226.70-72, the original and two copies of all final financial reports shall be submitted to M/FM/CMP-LOC Unit. The electronic version of the final SF 425 shall be submitted HHS in accordance with paragraph (1) above.

vii. Final Report

The implementing partner shall submit a detailed final performance and financial report within 90 calendar days after completion of the Agreement, which will include:

- basic identifying information, including 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 the KFZ and major outputs;
- prospects for long-term sustainability of impact, and principal threats to sustainability;
- lessons learned for application to other USAID programs, other Ministry planned Food Zones 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 summary of evaluations and special studies conducted during the life of the program, including Performance Reports; and,
- Names and contact information for individuals who were directly involved in various phases of the program (planning, implementation, and assessing and learning), and who would be good sources of additional information, if required.

3. Closeout Plan:

90 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, pipeline analysis to include actuals, accruals and disbursement, etc.; 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.

4. 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 (AOR).

5. 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.

6. 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, ongoing 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.6 INDIRECT COST RATE

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

Description	Rate	Base	Type	Period
Indirect Cost Rates/Fringe Benefits		1/	1/	1/
Overhead		2/	2/	2/

1/ Base of Application: Total regular US labor costs
 Type of Rate: Provisional
 Period: 01-01-12 until amended

2/ Base of Application: Total cost incurred excluding overhead, capital expenditures \$5,000 or more, project vehicle purchases, in-kind contribution of goods and services, all subawards in excess of \$25,000 (regardless of the period covered by the subawards)
 Type of Rate: Provisional
 Period: 01-01-12 until amended

A.7 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 unless otherwise directed by the Agreement Officer to transfer property to a follow-on program or another implementing partner within the same USAID strategic area.

A.8 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.9 SUBSTANTIAL INVOLVEMENT

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

a. Key Personnel

Written approval of any proposed key personnel is required by the Agreement Officer (AO). Prior to replacing any of the specified individuals, the implementing partner must notify both the USAID Agreement Officer and the Agreement Officer's Representative (AOR) reasonably in advance and must submit written justification (including proposed substitutions if already identified) in sufficient detail to permit evaluation of the impact on the program. No replacement will be made without written consent. For KFZ, USAID defines the following as Key Personnel:

- Chief of Party
- Provincial Program Manager
- Monitoring and Evaluation Manager

b. Performance Management Plan

Prior approval by the AOR of a complete Performance Management Plan (PMP), which shall be submitted within 45 calendar days of the signing of the Agreement, to include an illustrative timeline for the completion of performance management tasks, plans for training staff, reporting and information sharing, and marking and branding;

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

- Intermediate results and indicators along with targets for each fiscal year;
- Baseline data for conditions at the start of the project;
- Reporting of deliverables against PMP targets and Data Quality Assessment (DQA);

c. Annual Work plan

Approval by the AOR of an annual work plan, including a training plan, annual indicator targets, and budget describing all the activities to be funded under the Agreement. Planned activities shall be represented in Gantt chart format. The implementing partner must submit the first year work plan within 30 calendar days from the signing of the Agreement and cover the period of one year from the effective day of the award. The second year work plan shall be submitted 30 calendar days prior to the end of the first year from the effective day of the award. The work plan, which should be prepared in coordination with USAID, MCN and other partners, should include a budget showing key line items. If applicable, the work plan should also reflect the amount of partner contributions to be provided, whether these are cash or in-kind contributions, and what

these contributions will cover. The work plan shall describe the implementing partner's planned activities for the year, including a timeline with relevant milestones indicated, and include expected results, tied to the implementing partner's PMP. Significant changes by the implementing partner to the approved annual work plans will require USAID AOR approval.

d. Approval of activities

The AOR will approve all activities implemented under this Cooperative Agreement.

e. Selection of Sub-Awards

USAID requires technical concurrence by the AOR on the selection of sub-award recipients not listed below and approval by the Agreement Officer (AO).

The following sub-award recipients have been approved as part of the formal evaluation and approval of the Recipient's application and are included in the budget.

1. Development Transformations Budget Narrative

f. Monitoring

USAID reserves the right to participate in monitoring for specific kinds of direction or redirection because of interrelationships with other projects.

f. In accordance with 22 CFR 226.25, any involvement that results in change in the program or approved budget must be approved by the Agreement Officer.

A.10 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.11 BRANDING STRATEGY AND MARKING PLAN

The Recipient shall submit a Branding and Marking Plan to the AOR for concurrence and AO approval within 45 working days of the award. USAID's AOR may request that this plan is updated during the life of the program.

A.12 SPECIAL PROVISIONS

A.12.1 USAID DISABILITY POLICY (DEC 2004)

1. 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/.

(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.12.2 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.12.3 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JAN 2002)

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

A.12.4 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.12.5. 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 kabulaidssso@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.12.6 RESTRICTIONS ON FUNDING FOR LAW ENFORCEMENT:

None of the funds made available through this grant shall be used to provide training or advice, or provide any financial support, for police, prisons, or other law enforcement forces. The only exception to this restriction is activities that enhance professional capabilities to carry out investigative and forensic functions conducted under judicial or prosecutorial control. The Grantee shall consult with USAID before relying on this exception.

A.12.7 HOST COUNTRY TAXES AND DUTIES:

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

A.12.8 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 Representative (AOR).

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

Under this award, the term “PSC” includes any personnel providing protection of the personnel, facilities, or property of a recipient or sub-recipient at any level, or performing any other activity for which personnel are required to carry weapons in the performance of their duties. As specific COM policies and procedures may differ in scope and applicability, recipient is advised to review post policies and procedures carefully in this regard and direct any questions to the Embassy Regional Security Office (RSO) via the Agreement Officer’s Technical Representative.

Any exception to these policies must be granted by the COM via the RSO. A copy of any exception must be provided to the AO and AOTR. COM policies and procedures may be obtained from the RSO via the Agreement Officer’s Technical Representative. Recipient is also advised that these policies and procedures may be amended from time to time at the post in response to changing circumstances.

Recipient is advised that adherence to these policies and procedures is considered to be a material requirement of this grant/cooperative agreement. The recipient must include this provision in all sub-awards at any tier or contracts under their grant/cooperative agreement.

Recipient is reminded that only the Agreement Officer has the authority to modify the Notice of Award. Recipients shall proceed with any security guidance provided by the RSO, but shall advise the Agreement Officer and the Agreement Officer’s Technical Representative of the guidance received and any potential cost or schedule impact.

A.12.9. 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/Agreement Officer's Representative (AOR) and the Agreement Officer (AO).

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

A.12.10 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.12.11. 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.12.12. GENDER INTEGRATION 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.12.13. 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.12.14. 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.12.15. 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/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 own organization.

(d) Should exceptional circumstances warrant sub-awards below two tiers, the Awardee will promptly request approval in writing from the Contracting/Agreement/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 neither 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.12.16. 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, sub grant, 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. The subject line shall include the prime award number the awardee name and the awardee’s Joint Contingency Contracting/Agreement 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/Agreement 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 known ledge and belief that:

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

commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.

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

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

b. Before providing any material support or resources to an individual or entity, the Contractor also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Osama Bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Contractor should refer to the consolidated list available online at the Committee's website: <http://www.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/Agreement 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/Agreement 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/Agreement officer in writing of a change in such certification, in addition to other remedies available to the Government, the Contracting/Agreement Officer may terminate the contract resulting from this solicitation for default.

ATTACHMENT B PROGRAM DESCRIPTION

In support of the objectives of the Kandahar Food Zone Program, IRD shall employ an evidence-based approach to strengthen and diversify rural licit livelihoods by identifying and addressing the root causes and sources of instability that lead to opium poppy cultivation. In addition, IRD shall strengthen the capacity of the Ministry of Counter Narcotics to manage alternative livelihoods programs nation-wide. IRD's KFZ program comprises two primary components.

Component 1: [REDACTED] Strengthening Activities

KFZ shall build the [REDACTED] capacity in Alternative Livelihoods (AL) project management and Public Financial Management (PFM) to enable the [REDACTED] to manage AL programs and qualify to receive on-budget support. IRD's approach to capacity building is two-fold. First we shall conduct a thorough assessment to fully understand the [REDACTED] capacities and needs. Second, together with [REDACTED] we shall develop [REDACTED] which IRD has successfully used in capacity building efforts worldwide; to address the specific needs of the respective [REDACTED]. In addition to embedding highly qualified advisors within the [REDACTED] under Component 1, KFZ shall leverage the AL expertise of its Component 2 staff to support Component 1 efforts. Furthermore, KFZ shall involve [REDACTED] in assessing, designing, implementing and monitoring not only all capacity building activities under Component 1 but also the AL livelihoods activities under Component 2. As the capacity of [REDACTED] increases, they shall take on greater management responsibilities related to KFZ AL activities. KFZ shall ensure that increases in capacity are sustainable by institutionalizing procedural reforms and by developing a cadre of Master Trainers within the [REDACTED] in both AL and PFM that shall continue training in these areas long after the project ends.

Sub-Component 1.1: Increased Capacity within MCN to Manage its Own Future Alternative Livelihood Programs

KFZ shall conduct an assessment of [REDACTED] capacity to design, manage and implement AL Programs at the [REDACTED] and in Kandahar to fully understand the capacity building needs of [REDACTED] staff. IRD shall use a ToT approach to train Master Trainers Within [REDACTED] AL [REDACTED] who shall be trained in AL program areas and effective pedagogical techniques to develop a cadre of trainers within the [REDACTED] that can provide training long after the KFZ program ends. Together with the Master Trainers and the respective [REDACTED]

[REDACTED] KFZ shall develop training curricula and programs. IRD shall adapt its existing project management, M&E and environmental compliance training modules used in capacity building with [REDACTED]

Given [REDACTED] coordination mandate, IRD shall develop protocols for inviting participants from other [REDACTED] to AL training programs as a standard practice. IRD shall work with the [REDACTED] to institutionalize communication between the Master Trainers and [REDACTED] to ensure that

feedback about training effectiveness is incorporated and training modules adjusted accordingly and to ensure that training reflects changing contextual circumstances.

Based on the recommendations from the AL Capacity Assessment, KFZ shall develop [REDACTED] for the [REDACTED] each department [REDACTED]. KFZ shall develop the [REDACTED] in conjunction with the [REDACTED] to ensure that they are demand driven and fully supported by the Ministry [REDACTED].

[REDACTED] Laying the groundwork for sustainability is integral to capacity building programs, and each entity receiving a [REDACTED] must develop an action plan to ensure that reforms and programs are institutionalized. IRD shall provide AL capacity building assistance under the supervision of the Component 1 Team Leader through embedded advisors within the [REDACTED] local and international STTA, the M&E Manager, and the Component 2 Team Leader and specialists. Ultimately, the [REDACTED] shall have increased capacity to manage their AL programs, supported by a cadre of Master Trainers and a curriculum in place that they are able to replicate and use as a model for capacity building countrywide. To further support MCN capacity building, the following efforts shall be undertaken by KFZ:

AL Training Webpage and Newsletter. IRD shall work with the [REDACTED] to develop an internal training page on the [REDACTED] website that shall offer on-line training modules, post training schedules, and share lessons learned best practices and success stories. IRD shall work with the [REDACTED] to make this information available via a quarterly newsletter particularly targeting [REDACTED], especially those without adequate internet connectivity to access the website.

AL Conference. Together with the [REDACTED] KFZ shall host a two-day AL Conference to bring together representatives from [REDACTED] offices, [REDACTED] engaged in AL activities, international donors, and [REDACTED] programs in a forum to foster dialogue and share lessons learned and best practices. IRD shall bring international experts who have been innovators in AL programming in other countries such as [REDACTED]. The Conference shall Take place at the start of Year 2.

Capacity Building. KFZ shall develop a [REDACTED] specifically for the [REDACTED] involved in AL programming. Using [REDACTED] Master Trainers and the curriculum developed jointly With the [REDACTED] KFZ shall support [REDACTED] training for the [REDACTED]. Training workshops shall be held in [REDACTED]. Based on IRD's successful use of the [REDACTED] with the [REDACTED] IRD shall provide close hands-on

support to the Master Trainers in the early phases of the project and shall gradually shift to a mentoring role by the end of the project.

Gender Action Plan for AL. Together with the [REDACTED] KFZ's embedded Gender Advisor shall develop a Gender Action Plan (GAP) for AL, which shall translate gender mainstreaming into concrete actions to guide the implementation of AL programs, ensuring that women and men participate in and benefit from the programs to the greatest extent possible. MCN AL program managers shall learn how to fully integrate GAP principles into all activity design, implementation, and reporting, including M&E frameworks that incorporate gender equality indicators and baselines.

MCN AL Transition Team. KFZ shall work with the [REDACTED] to develop a *Transition Team* to facilitate the transition from externally funded support, such as that offered under Component 2 of KFZ, to on-budget programming. The *AL Transition Team* shall consist of KFZ Component 1 and 2 Team Leaders, the [REDACTED] and the [REDACTED]. Over the course of the program, [REDACTED] staff shall be increasingly involved in the management of and decision making for Component 2 activities. The *AL Transition Team* shall periodically review and assess the performance of MCN program management staff to ensure that by the end of the project, the MCN shall have a program management team in place that is fully trained and capable of designing and managing AL activities in an effective, transparent and compliant manner.

Sub-Component 1.2: Increased [REDACTED] Capacity to Receive and Manage On-Budget Assistance

Based on the results of the USAID-funded Public Financial Management Risk Assessment Framework (PFMRAF), conducted outside of the scope of this cooperative agreement, KFZ shall build [REDACTED] capacity to manage and implement on-budget assistance through the following efforts.

Training-of-Trainers Approach. Using the ToT approach outlined in Sub-component 1.1, the Component 1 Team Leader, the embedded Finance and Administration Advisor, and specialized STTA shall train the [REDACTED] Master Trainers in a wide array of PFM areas. In addition to providing The Finance and Administration Advisor, KFZ shall provide specialized local STTA. KFZ shall use a staged capacity building approach with KFZ staff working very closely with Master Trainers in the beginning and gradually shifting to a mentoring role by the end of the project. KFZ shall leverage assistance from [REDACTED] CTAP advisors for specific expertise where available for areas requiring further assistance beyond the life of KFZ.

[REDACTED] Based on the vulnerabilities identified in the USAID PFMRAF assessment, KFZ, together with [REDACTED] shall determine capacity building priorities and corresponding [REDACTED] for the respective Directorates and departments in the [REDACTED] particularly those under the [REDACTED]

[REDACTED] As with Sub-Component 1.1, [REDACTED] may include classroom training, hands-on-mentoring and on-the-job training, STTA, and, potentially, the provision of equipment and shall require beneficiaries to develop and implement corresponding action plans to institutionalize revised procedures and practices.

Component 2: Alternative Livelihoods Activities

KFZ shall apply a nuanced understanding of the drivers of poppy cultivation in Kandahar to strengthen alternative livelihoods and increase stability. KFZ shall do this by:

- Developing a Stability Assessment Methodology - Poppy Cultivation (SAM-PC) based on existing tools;
- Empowering communities by building their capacity to use the SAM-PC through training by [REDACTED] and IRD staff;
- Partnering with communities to design activities that address drivers of poppy cultivation and diversify rural livelihoods, and support them through grants or referrals to other programs.

Component 2 activities shall promote alternative livelihoods by improving community infrastructure and increasing licit economic opportunities. KFZ shall time these activities, particularly those that improve community infrastructure, to intentionally compete with labor opportunities presented by the poppy harvest. Additionally, KFZ shall sequence activities to follow [REDACTED] and other programs' eradication efforts to mitigate the potential for added instability by providing affected farmers alternative income sources in the immediate term and facilitating long-term crop diversification. [REDACTED] representatives shall play an important management, technical, and decision-making role throughout to ensure that AL activities shall successfully continue after the KFZ project ends. They shall be involved in activity review and approval, quality assurance and monitoring of SAM-PC and activity implementation, and coordinating activity implementation with district government representatives and line ministries.

KFZ alternative livelihoods objectives will be supported by three sub-components.

Sub-Component 2.1: Improved community social capital through increased community-level ability to identify and address sources of instability and conflict.

KFZ shall improve community social capital by strengthening a community's ability to identify and address these drivers through a SAM-PC that shall allow communities to rigorously assess the drivers of poppy cultivation and develop activities to address those drivers. Since these socio-economic and political drivers often affect women and men very differently, the SAM-PC shall be developed in consultation with the Gender Advisor and shall follow the AL Gender Action Plan developed under Component 1. KFZ shall use fixed obligation (FOG) and in-kind grants to assist communities in addressing these drivers by strengthening district infrastructure and promoting licit livelihoods (see Sub-Components 2.2 and 2.3). The SAM-PC participatory analysis and design shall result in communities that are empowered to reach consensus on

activities that can support stability and development outcomes, ensure community ownership and buy-in, and strengthen social capital in vulnerable areas.

Development of the Stability Assessment Methodology. KFZ shall use elements of the SAMs already being implemented in southern Afghanistan, particularly existing Tactical Stability Matrices, to create a tool that can easily be used by local communities to assess the drivers of poppy cultivation and design activities to address them. Currently SAMs include the District Stability Framework, RSSA, and the SIKA/South Project Feasibility Matrix. KFZ shall create additional filters to identify and prioritize grievances. The resulting tool will be appropriate for rural and illiterate audiences and still provide the analytical rigor to determine drivers of poppy cultivation.

KFZ shall design the training curriculum for Master Trainers supported under Component 1 from the [REDACTED]. Curriculum content shall be developed in partnership with [REDACTED] Master Trainers and IRD staff from Kandahar to ensure that the outreach, analysis, and activity design pieces are tailored to the local context. The development process shall incorporate input from women Master Trainers to ensure the training approach is appropriate for female audiences and captures their perspectives on the drivers of poppy cultivation. Training shall include visual aids appropriate for largely illiterate audiences and feedback mechanisms to assess participant learning. Based on lessons learned from the SIKA/East program, the curriculum shall be streamlined, culturally appropriate, and replete with familiar stories and examples that resonate with Afghan audiences. For instance, the training shall use several parables from the Islamic tradition to illustrate people coming together to find peaceful solutions to common challenges, such as the Afghan story describing how warring communities came to agreement and appointed King Amanullah. This feature of our approach to training shall improve local capacity to peacefully and collaboratively resolve disputes while improving their ability to recognize SOIs and drivers of poppy cultivation.

Once the curriculum is finalized, KFZ shall train the cadre of [REDACTED] Master Trainers to use the SAM-PC to transfer knowledge and skills to communities. Training of the Master Trainers shall take place in Kabul and emphasize teambuilding and strengthening relationships between [REDACTED] staff from Kandahar. The AL Advisor and Component 2 Team Leader shall continually mentor [REDACTED] Master Trainers for quality control and oversight of Kandahar-based activities. This forward-thinking use of MCN Master Trainers to strengthen Communities shall improve perceptions of [REDACTED] by extending their reach to the district level through activities that strengthen livelihoods in response to eradication.

Master Trainers shall implement the SAM-PC by holding facilitative discussions in district centers, with participation from [REDACTED] to identify and address drivers of poppy cultivation specific to the context of their individual community. [REDACTED] memberships consist of [REDACTED] previously elected through consensus under NSP, as well as [REDACTED] and their staff. Women in both formal and

informal community leadership positions shall also be included to harness the critical role they can play in stabilization and alternative livelihoods efforts. Master trainers shall empower communities to incorporate activities that address drivers of poppy cultivation that affect women, such as provision of training in high value vegetable cultivation by female trainers in settings with which male guardians are comfortable. For security reasons, SAM-PCs shall be held in district centers. The process includes four critical steps:

- Identification of the drivers of poppy cultivation in the specific community, including gender-specific drivers;
- Determination of objectives and outputs for potential activities;
- Development of impact indicators that demonstrate progress toward addressing drivers; and,
- Identification of activities that will accomplish these objectives and achieve the desired impact such as rehabilitation of village-level reservoirs to increase water access or provision of training and tools for integrated pest management and maintenance of orchards to increase licit livelihood options.

Based on lessons learned from SIKA and ASI, the SAM-PC shall emphasize the process of identifying true drivers of poppy cultivation over the receipt of grants. This collaborative process shall help communities reduce tensions and resolve disputes without relying on insurgent-driven mechanisms. Additionally, each activity must contain a direct link to the broader development goals outlined in the District Development Plan (DDP) to wholly benefit the targeted community rather than being a one-off intervention.

Activity Design, Approval and Implementation. SAM-PC implementation shall result in the development concept notes for activities, examples of which are found under Sub-Components 2.2 And 2.3, that shall be jointly implemented by KFZ and target communities through fixed obligation or in-kind grants. Activities shall link to long-term [REDACTED] priorities, include outreach to other development programs implemented by partner ministries and other organizations, and have a well-defined component linking GIRoA with the local population to increase government legitimacy and ensure sustainability. Once designed, each activity shall be approved by the District Working Group before being sent to Kandahar City for approval by the Coordination Committee. Once approved and packaged as a grant, each activity will be sent to USAID for final approval in a format that demonstrates the connection to USAID's assistance objectives and expected impact on drivers of poppy cultivation. Grants, usually to the [REDACTED] [REDACTED], shall be used as the primary implementation mechanism, placing implementation responsibility with communities and local authorities along with recognition for accomplishments.

Sub-Component 2.2: Improved community infrastructure that supports licit economic alternative development

Depending on the drivers of poppy cultivation in the target areas, community infrastructure activities developed from the SAM-PCs strengthen alternative livelihood options by improving access to water or increasing irrigation system efficiency; improving transportation infrastructure to allow local production to reach new markets; establishing market areas to provide space for

economic transactions to take place; regenerating orchards and vineyards too large for individuals to manage; or improving processing infrastructure to increase value-added capacity. All proposed community infrastructure activities shall be coordinated with existing and planned USAID stabilization and agriculture programs as appropriate, as well as NPP implementation staff in order to leverage their resources when appropriate or eliminate duplication.

Community Owned Implementation. Before activity implementation begins, KFZ shall help establish a community compact between the [REDACTED] whereby in-kind support, such as materials, land, or security commitments, is provided by the community in exchange for project inputs. This compact shall include a sustainability plan that commits the appropriate technical ministry or district entity to provide operations and maintenance support after the grant is completed. For example, a compact for rehabilitation of a gravel road would contain provisions requiring annual upkeep by the [REDACTED] while the compact for a canal cleaning activity would require that the [REDACTED] organize annual cleanings and dredging by community volunteers. All infrastructure activities shall be reviewed for potential environmental impact by an adapted version of IRD's [REDACTED] [REDACTED] that complies with the KFZ IEE and Environmental Threshold Decision.

KFZ shall use FOGs or in-kind grants to implement community infrastructure activities. For in-kind grants, KFZ shall directly implement the activity in partnership with the community, using labor from the sub-district and contracting any equipment needs through vendors from that area to solidify local ownership of the activity and create short-term employment. FOGs shall be used if requested and approved by USAID to raise the community's level of responsibility for grant implementation, using bank accounts jointly controlled by IRD and community leaders in accordance with NSP best practice. Grantees shall be required to register laborers with the district governors to increase their connection with authorities. Wage rates shall be set by the Coordination Committee and informed by the average rate for poppy cultivation labor and policies of other programs operating in Kandahar. Wages shall be paid directly to participants from district government centers. A full-time site supervisor and a field monitor with a [REDACTED] [REDACTED] shall oversee activity implementation and ensure access to quality assurance data in real time.

Implementation of community infrastructure shall be timed to interfere with the poppy cultivation calendar. For example, activities that require unskilled labor shall coincide with the most labor intensive period of poppy's 120 day growth cycle, when the pod is scored and the opium is scraped. KFZ shall also link community infrastructure activities to interventions that increase licit economic opportunities under Sub-Component 2.3. By relying on local labor for implementation of community infrastructure activities that promote economic growth, KFZ shall offset lost income from eradication efforts, thereby strengthening the overall commercial environment and contributing to increased community resilience.

Sub-Component 2.3: Increased licit economic activities appropriate for the targeted communities

KFZ shall assist farmers with the transition to licit livelihoods by increasing farmer participation in profitable value chains and accelerating sustainable economic development. KFZ shall partner with [REDACTED] as to design activities that catalyze revenue generation and job creation, targeting transparent grower associations or cooperatives, community-based agro-enterprises, and individual farmers with training, capacity building, and in-kind materials. KFZ shall build the capacity of these stakeholders in the cultivation and value-added processing of value chains that can successfully compete with poppy, such as pomegranates, apricots, grapes/raisins, and high-value vegetables that are planted at the same time as poppy. KFZ shall promote technologies and techniques, such as low tunnels and green houses for high-value vegetable production, increased planting of orchards and vineyards, and improved dairy cattle techniques, to increase productivity and profitability and permanently occupy land that could be used for poppy cultivation.

KFZ shall provide training and in-kind materials through grants that introduce appropriate planting techniques and technologies that add value to agricultural products. KFZ shall use SAM-PC to tailor training topics to community needs, providing trainings in topics such as proper pruning and weeding techniques, advanced crop scheduling, winter trellis maintenance and storage, preventative pest spraying in the winter to reduce onset of spring diseases, and improved fertilizing through organic manure to increase yields and produce size. KFZ trainings shall also develop farmer and cooperative capacity to reduce post-harvest losses and improve storage. For example, Afghan farmers' inability to reduce field heat for newly harvested fruit and vegetable crops translates into immediate post-harvest losses between 30 to 40%. KFZ activities can train farmers to wash produce in large cooling tubs provided through a KFZ grant. Farmers can learn to draw water between 18-20 degrees Celsius from village wells to dramatically reduce field heat and clean the produce for storage and movement to market.

KFZ shall provide training to transparent cooperatives and growers associations whenever possible, using individual farmers when formal groups are not available. KFZ shall leverage existing curricula, which is already tailored to the Kandahari context, to promote these enhanced techniques. KFZ shall increase the use of improved technologies by coupling training with in-kind materials that enable farmers to add value to their products. In accordance with KFZ's AL Gender Action Plan, Master Trainers shall empower communities to develop activities that increase women's participation in profitable value chains. KFZ grants shall not distort markets by

Distributing large quantities of seed and fertilizer, but they shall instead connect farmers to private input suppliers targeted by USAID's Regional Agricultural Development Program-South (RADPS). Additionally, KFZ shall facilitate linkages to RADP-S in communities where poppy cultivation is driven by poor performance of the three RADP-S value chains.

KFZ shall use IRD's existing training curricula to improve knowledge of practical skills that increase profitability, such as obtaining group discounts on inputs, selling in bulk for increased revenue, negotiating with traders and transporters, gaining a reputation for higher quality through improved sorting and grading, accessing loans from banks and implementing group savings programs, and pooling resources to build collective storage and buy machinery and equipment. KFZ shall also build the technical capacity of agro-businesses capable of integrating rural villages into profitable value chains. Training shall focus on the technical skills required to increase revenue generation and efficiency. Whenever possible, KFZ staff shall identify opportunities to integrate licit economic activities into the market and credit initiatives of other donor-funded programs. For example, when agribusinesses require business development training, KFZ shall refer them to RADP-S supported BDS providers. KFZ shall also facilitate links to the CHAMP and FAIDA programs, and the Food for Life and Enterprise and Market Development NPPs as opportunities for long-term development assistance.

Coordination Plan

As counter narcotics is a core crosscutting issue within the Afghanistan National Development Strategy (ANDS), coordination within the KFZ serves as the bedrock for program implementation. Building upon the ANDS and the National Drug Control Strategy (NDCS), KFZ shall bolster [REDACTED] unique cross-disciplinary lead role by leveraging and bringing together the resources from other GIROA and external entities in order to reduce the drivers of poppy cultivation. KFZ's coordination mechanisms shall promote the role of the [REDACTED] as a leader in counternarcotics efforts throughout all levels of government.

Basing program operations in the [REDACTED] IRD shall collaborate with USAID, INL, other USG entities, and the [REDACTED] in the design of capacity building activities and the development of the SAM-PC that shall serve as the basis for AL activities under the program. Because the SAM-PC is designed to incorporate cross-sectoral analysis and activity planning, each phase of its implementation shall build upon best practices and lessons learned from other ongoing programs to further MCN's capacity to coordinate and mobilize vested interests across government effectively. IRD shall assist the [REDACTED] staff with coordinating Kabul-based efforts with the appropriate line ministries, ISAF, and multilateral and civil society organizations, leveraging the efforts of USAID and [REDACTED] through a Coordination Committee. During the course of developing the work plan (first 30 days); IRD shall work with USAID, INL and [REDACTED] to develop protocols and procedures that streamline communication flows and coordination efforts between the national and provincial levels. KFZ shall focus on establishing sound procedures and mechanisms for capturing data and transferring information through the required weekly reports, monthly provincial coordination reports, joint monitoring trip reports, and public outreach and success stories. All of these efforts shall strengthen the [REDACTED] role as the lead body for counter narcotics initiatives.

Working from within the [REDACTED] offices, the IRD team shall strengthen [REDACTED] ability to establish coordination policies as part of the capacity building assistance provided. The development and

Institutionalization of the SAM-PC shall be integral to this effort. Given that SAM-PC serves as an analytical and planning tool that incorporates many of the line ministries' core competencies, each phase of its implementation shall demonstrate the [REDACTED] unique role in AL efforts. KFZ shall assist the [REDACTED] in the drafting of core protocols to further its mission objectives. Once communication and coordination protocols are established, the Provincial Coordination Committee (headed by [REDACTED]) shall lead beneficiary community selection efforts. Where similar Coordination mechanisms exist (e.g. PRRD/SIKA South), KFZ shall collaborate with them directly to avoid duplication of effort and build on potential synergies. At the district and sub-district level, KFZ shall work closely with [REDACTED] to increase their capacity to identify and address sources of instability. Where situations permit, we shall foster robust community involvement through the establishment of a community compact.

ATTACHMENT C STANDARD PROVISIONS

MANDATORY STANDARD PROVISIONS FOR U.S. NONGOVERNMENTAL ORGANIZATIONS

C1. APPLICABILITY OF 22 CFR PART 226 (MAY 2005)

- a. 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 must assure that subrecipients have copies of all the attached standard provisions.
- b. For any subawards made with Non-U.S. subrecipients the recipient must include the applicable “Standard Provisions for Non-US Nongovernmental Organizations.” Recipients are required to ensure compliance with monitoring procedures in accordance with OMB Circular A-133.

C2. 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.

C3. NONDISCRIMINATION (JUNE 2012)

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

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

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

C4. AMENDMENT OF AWARD (JUNE 2012)

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

C5. 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.

C6. SUBAGREEMENTS (JUNE 2012)

- (1) Sub awardees and contractors have no relationship with USAID under the terms of this award. All required USAID approvals must be directed through the recipient to USAID.
- (2) Notwithstanding any other term of this award, sub awardees and contractors have no right to submit claims directly to USAID and USAID assumes no liability for any third party claims against the recipient.

C7. OMB APPROVAL UNDER THE PAPERWORK REDUCTION ACT (DECEMBER 2003)

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

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
<hr/>		
22 CFR 226		<u>Burden Estimate</u>
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 Acquisition and Assistance, 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.

**C8. USAID ELIGIBILITY RULES FOR GOODS AND SERVICES
(JUNE 2012)**

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

(3) **Restricted Commodities.** The recipient must obtain prior written approval of the Agreement Officer (AO) or comply with required procedures under an applicable waiver, as provided by the AO when procuring any of the following commodities:

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

c. **Source and Nationality:**

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

- 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.

C9. 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/). 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.

C10. 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).

C11. 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/ 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.
- e. A religious organization's exemption from the Federal prohibition on employment discrimination on the basis of religion, set forth in Sec. 702 (a) of the Civil Rights Act of 1964, 42 U.S.C. 2000e-1 is not forfeited when the organization receives financial assistance from USAID.
- f. The Secretary of State may waive the requirements of this section in whole or in part, on a case-by-case basis, where the Secretary determines that such waiver is necessary to further the national security or foreign policy interests of the United States.

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).

- 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 brand mark with the tagline “from the American people.” The USAID Identity is on the USAID Web site at www.usaid.gov/branding. Recipients must use the USAID Identity, of a size and prominence equivalent to or greater than any other identity or logo displayed, to mark the following:
 - b. Programs, projects, activities, public communications, and commodities partially or fully funded by USAID;
 - c. Program, project, or activity sites funded by USAID, including visible infrastructure projects or other physical sites;
 - d. 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;
 - e. Commodities, equipment, supplies, and other materials funded by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs; and
 - f. 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.
 - g. When this award contains an approved Marking Plan, the recipient must implement the requirements of this provision following the approved Marking Plan.
 - h. 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).
 - i. 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.

- j. 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."

- k. 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."

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

- m. 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.
- n. 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.
 - 3. 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, sub recipient’s, other donor’s, or third party’s is required. In the event the recipient chooses not to require marking with its own identity or logo by the 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.
 - e. 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)**

(This provision applies when activities are undertaken outside the United States.)

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)

(This provision applies when activities are undertaken outside the United States.)

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

- b. This provision must be included in all sub agreements, 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.
 - (4) 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.
 - (5) 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).
- b. 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.

- 1) 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>.
 - 2) 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.
 - 3) 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.
 - 4) 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.

[END OF MANDATORY PROVISIONS]

**STANDARD PROVISIONS FOR U.S. NONGOVERNMENTAL ORGANIZATIONS,
REQUIRED AS APPLICABLE**

**C22. 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.

C23. 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 – TrainNet" (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).
- 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.

C24. 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 for population activities that will be supported, in whole or in part, from funds under this award.

**C25. 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.

C26. 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.

C27. 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 on the 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."

C28. 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: [insert address and point of contact at the Embassy, Mission, or CFO/CMP as appropriate, may include an optional “with a copy to”].
- 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.

C29. FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JUNE 2012)

- a. U.S. Government funds under this award must not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government’s delegation to an international conference sponsored by a multilateral organization, as defined below, unless approved by the Agreement Officer in writing.
- b. Definitions:
 - (1) A foreign government delegation is appointed by the national government (including ministries and agencies but excluding local, state and provincial entities) to act on behalf of the appointing authority at the international conference. A conference participant is a delegate for the purposes of this provision, only when there is an appointment or designation that the individual is authorized to officially represent the government or agency. A delegate may be a private citizen.
 - (2) An international conference is a meeting where there is an agenda, an organizational structure, and delegations from countries other than the conference location, in which country delegations participate through discussion, votes, etc.

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

**C30. PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE
LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING
(APRIL 2010)**

- a. The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.
- b.
 - (1) Except as provided in (b)(2) and (b)(3), by accepting this award or any subaward, a non-governmental organization or public international organization awardee/subawardee agrees that it is opposed to the practices of prostitution and sex trafficking because of the psychological and physical risks they pose for women, men, and children.
 - (2) The following organizations are exempt from (b) (1): the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.
 - (3) Contractors and subcontractors are exempt from (b)(1) if the contract or subcontract is for commercial items and services as defined in FAR 2.101, such as pharmaceuticals, medical supplies, logistics support, data management, and freight forwarding.
 - (4) Notwithstanding section (b)(3), not exempt from (b)(1) are recipients, subrecipients, contractors, and subcontractors that implement HIV/AIDS programs under this assistance award, any subaward, or procurement contract or subcontract by:
 - (i) Providing supplies or services directly to the final populations receiving such supplies or services in host countries;

- (ii) Providing technical assistance and training directly to host country individuals or entities on the provision of supplies or services to the final populations receiving such supplies and services; or
 - (iii) Providing the types of services listed in FAR 37.203(b)(1)-(6) that involve giving advice about substantive policies of a recipient, giving advice regarding the activities referenced in (i) and (ii), or making decisions or functioning in a recipient's chain of command (e.g., providing managerial or supervisory services approving financial transactions, personnel actions).
- c. The following definitions apply for purposes of this provision:
- “Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.
- “Prostitution” means procuring or providing any commercial sex act and the “practice of prostitution” has the same meaning.
- “Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act. 22 U.S.C. 7102(9).
- d. The recipient shall insert this provision, which is a standard provision, in all subawards, procurement contracts or subcontracts.
- e. This provision includes express terms and conditions of the award and any violation of it shall be grounds for unilateral termination of the award by USAID prior to the end of its term.

**C31. USAID DISABILITY POLICY - ASSISTANCE
(DECEMBER 2004)**

- a. The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. Government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following Web site:
pdf.usaid.gov/pdf_docs/PDABQ631.pdf

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

**C32. STATEMENT FOR IMPLEMENTERS OF ANTI-TRAFFICKING ACTIVITIES
ON LACK OF SUPPORT FOR PROSTITUTION (JUNE 2012)**

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

C33. ELIGIBILITY OF SUBRECIPIENTS OF ANTI-TRAFFICKING FUNDS (JUNE 2012)

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

**C34. PROHIBITION ON THE USE OF ANTI-TRAFFICKING FUNDS TO PROMOTE,
SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF
PROSTITUTION (JUNE 2012)**

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

**C35. 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).
- (2) Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at fedgov.dnb.com/webform).
- (3) Entity, as it is used in this award term, means all of the following, as defined at 2 CFR 25, subpart C:
 - (i) A governmental organization, which is a State, local government, or Indian tribe;
 - (ii) A foreign public entity;
 - (iii) A domestic or foreign nonprofit organization;
 - (iv) A domestic or foreign for-profit organization; and
 - (v) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

- (4) Subaward:
- (i) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - (ii) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 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.

C36. 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.
 - (ii) For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
- (3) What to report. You must report the information about each obligating action that the submission instructions posted at www.fsrs.gov specify.

b. Reporting Total Compensation of Recipient Executives.

- (1) Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if –
 - (i) The total Federal funding authorized to date under this award is \$25,000 or more;
 - (ii) In the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the

public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at www.sec.gov/answers/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.
 - (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 sub recipient's five most highly compensated executives for the sub recipient's preceding completed fiscal year, if—
 - (i) In the sub recipient's preceding fiscal year, the subrecipient received—
 - (ii) 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
 - (A) \$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.)
- (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 sub recipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- (i) Salary and bonus.
 - (ii) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - (iii) Earnings for services under nonequity incentive plans. This does not include group life, health, hospitalization, or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - (iv)
 - (v) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - (vi)
 - (vii) Above-market earnings on deferred compensation which is not tax-qualified.
 - (viii) 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.