



USAID | AFGHANISTAN

FROM THE AMERICAN PEOPLE

February 1, 2014

Mr. Kenneth Wollack
President (authorized
representative)
Tel: +1 202.728.5500
E-mail: ken@ndi.org
www.ndi.org

Subject: Cooperative Agreement No.: AID-306-A-14-00005, International Election Observation (IEO)
program with National Democratic Institute (NDI)

Dear Ms. Kenneth:

Pursuant to the authority contained in the U.S. Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development (USAID) hereby awards to National Democratic Institute (NDI), hereinafter referred to as the "Recipient", the sum of \$4,000,000.00 to provide support for a program entitled International Missions to Observe Afghanistan's Presidential and Provincial Council Elections.

This Cooperative Agreement is effective and obligation is made as of the date of this letter and shall apply to expenditures made by the Recipient in furtherance of program objectives during the period described in Section A.2 of Attachment A, entitled "Schedule". 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 with the condition that the funds will be administered in accordance with the terms and conditions as set forth in 22 CFR 226, entitled "Administration of Assistance Awards to U.S. Non-Governmental Organizations;" Attachment A (the Schedule), Attachment B (the Program Description), and Attachment C (the Standard Provisions), all of which have been agreed to by your organization.

Please sign the original and each copy of this letter to acknowledge receipt and confirm acceptance of the Award, and return a scanned copy to the Agreement Officer.

Sincerely,

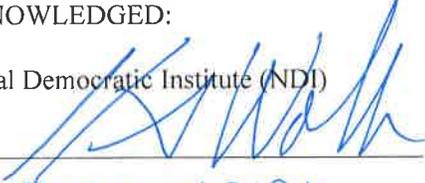
Jonathan Palmer
Agreement Officer
USAID/Afghanistan

ATTACHMENTS:

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

ACKNOWLEDGED:

National Democratic Institute (NDI)

By:  _____

Title: President

Date: 01/30/2014

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ACCOUNTING AND APPROPRIATION DATA

A. GENERAL:

- 1. Total Estimated USAID Amount: \$4,000,000.00
- 2. Total Obligated USAID Amount: \$4,000,000.00
- 3. Activity Title: International Election Observation (IEO)
- 4. USAID Technical Office: Office of Democracy and Governance (ODG)
- 5. Tax I.D. Number / TIN: 52-133-8892
- 6. DUNS No.: 110309622
- 7. LOC Number: HHS-48A2P

B. SPECIFIC:

Requisition Number: REQ-306-14-000034) (IEO)

| | Funding ID 1 |
|---------------------|-----------------------|
| Accounting Template | 306-KABUL-SOAG-FY2012 |
| BBFY | 2012 |
| EBFY | 2013 |
| Fund | ES-OCO |
| OP | AFGHANISTA |
| Prog Area | A09 |
| Dist Code | 306-M |
| Prog Elem | A041 |
| Team/Div | AFG/DGO |
| BGA | 306 |
| SOC | 4100201 |
| Treasury Account | 72-1037-000 |
| Obligation | \$4,000,000.00 |

Total Amount Obligated by this Requisition: \$4,000,000.00

C. PAYMENT OFFICE:

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

D. ADMINISTRATIVE OFFICE:

1. Agreement Officer (AO)
Name: Mr. Jonathan B. Palmer
Email: JPalmer@State.gov
Office of Acquisition and Assistance

USAID/Afghanistan

2. Agreement Officer's Representative (AOR)

Name: Mr. Jean-Marc W Gorelick

Email: JGorelick@state.gov

Office of Democracy and Governance

USAID/Afghanistan

ATTACHMENT A - SCHEDULE

A.1 PURPOSE OF AGREEMENT:

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

A.2 PERIOD OF AGREEMENT:

(a) The effective date of this Agreement is February 1, 2014 and the estimated completion date of this Agreement is August 1, 2014.

(b) 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. (a) above.

(c) As indicated in Section A.3 (b) below, this Award is fully funded. The obligated amount set forth in Section A.3 (b) below is anticipated to be sufficient through approximately Aug 1, 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 (a) above.

A.3 AMOUNT OF AWARD AND PAYMENT:

(a) The total estimated amount of this Cooperative Agreement for the period shown in Section A.2 (a) above is \$4,000,000.00.

(b) USAID hereby obligates the amount of \$4,000,000.00 for program expenditures during the period set forth in A.2 (a) above and as shown in the Budget below. The Recipient will be given written notice by the Agreement Officer if additional funds are added as described in Section A.2 (d) above. USAID is not obligated to reimburse the Recipient for the expenditure of amounts in excess of the total obligated amount.

(c) Payment shall be made to the Recipient via Letter of Credit in accordance with the procedures set forth in 22 CFR 226 and with the provision entitled "Advance Payment".

(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, evaluation of the program, program priorities at the time, and the requirements of 22 CFR 226.25.

A.4 AWARD BUDGET:

(a) The following is the Award Budget. The Recipient may not exceed the total estimated amount or the obligated amount of this Award whichever is less. Revisions to this budget shall be made in accordance with 22 CFR 226.

Summary of Budget

| Cost Elements | GRAND TOTAL |
|--------------------------------------|----------------|
| I.SALARIES AND BENEFITS | \$843,475.00 |
| II. FIELD STAFF ALLOWANCES | \$399,341.00 |
| III. FIELD OFFICE RENT AND UTILITIES | \$0.00 |
| IV. SUPPLIES AND EQUIPMENT | \$50,400.00 |
| V. COMMUNICATIONS | \$58,500.00 |
| VI. TRAVEL AND PER DIEM | \$646,030.00 |
| VII. CONTRACTUAL SERVICES | \$1,218,055.00 |
| VIII. OTHER DIRECT COSTS | \$36,231.00 |
| TOTAL DIRECT COSTS | \$3,252,033.00 |
| X. INDIRECT COSTS | \$747,967.00 |
| Total Estimated Cost | \$4,000,000.00 |

Revision of Budget:

(1) Reporting of Deviations from Budget Plan

The summary budget set forth in paragraph A.4 (a) above is based on the detailed budget that the Recipient submitted with its application for this Award. The Recipient's detailed final negotiated budget constitutes the approved budget plan for this Award. In accordance with 22 CFR 226.25, the Recipient is required to report deviations from the approved budget, and request prior approvals for budget revisions.

(2) Prior Approval of Certain Revisions to Budget Plan

In accordance with 22 CFR 226.25, the Recipient shall request prior approval from the USAID Agreement Officer for the specific budget revisions described in 22 CFR 226.25.

A.5 AGREEMENT OFFICER'S REPRESENTATIVE (AOR)

The Agreement Officer's Representative for this award is Mr. Jean-Marc W Gorelick. A designation letter will be issued separately.

A.6 REPORTING AND EVALUATION:

1. Financial Reporting

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

The Recipient shall submit copies of 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:

- 1) The SF 425 must be submitted via electronic format to the U.S. Department of Health and Human (DHHS) Services (<http://www.dpm.psc.gov>) within 30 calendar days following the end of each quarter.
- 2) The SF 425 must be submitted directly to the Agreement Officer's Representative, the Agreement Officer (AO) and to the USAID/Afghanistan Office of Financial Management at kabulfinancialreport@usaid.gov within 30 calendar days from the end of each quarter.
- 3) In accordance with 22 CFR 226.70-72, the copy 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 to DHHS in accordance with paragraph (1) above.

2. Program Reporting

The recipient will submit reports to the USAID AOR as described below. The exact format for preparation of reports will be determined in collaboration with the AOR.

The Recipient shall submit to USAID a detailed final report within 90 days of the end of the program. The report shall describe major accomplishments, including actual versus planned results via the annual targets presented in the work plan and monitoring and evaluation plan and explain any significant deviations from expected results. The report should also describe any obstacles faced and how they were overcome and project the activities to be carried out in the next quarter. Reports must include USAID-approved success stories in the approved USAID format.

In addition, the recipient should provide, in detail, the key deliverables and reports it intends to submit as part of this program. USAID requests close coordination and communication with both the USAID and the Embassy for International Election Observation activities.

a) Financial Report:

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

b) Final Report

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

- Basic identifying information, such as program name, award number, approval date, and country assisted;

-
- The total cost of the program funded by USAID, actual or estimated counterpart contributions, and the best available estimate of other host country or partner resources that contributed to results achievement;
 - Lessons learned from the program so that they can be applied to other USAID programs,
 - 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;
 - Names and contact point of individuals who were directly involved in various phases of the program (planning, achieving, assessing and learning) and who would be good sources of additional information;
 - The Recipient shall submit the original and one copy of the Final Report to the USAID AOR and one copy to USAID Development Experience Clearinghouse, 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>.

c) Implementation Plan

The Recipient shall submit the first implementation plan within 30 days from the signing of the Agreement. The plan will be reviewed and approved by the AOR within two weeks of submission.

Implementation plans shall include annual indicator targets, technical approach, budget, and Gantt chart describing all the activities to be funded under the Agreement. In addition, the implementation plan shall describe the Recipient's planned activities by component for the year, including a timeline with relevant milestones indicated, and include expected results, tied to the Recipient's Performance Management Plan. The implementation plan should be prepared in collaboration with USAID, and any other partners. Significant changes by the Recipient to the approved implementation plan will require prior AOR approval.

d) Performance Monitoring Plan (PMP):

Within 30 days of the signing of the Agreement, the Recipient shall submit a PMP to the USAID AOR for review and approval. The Performance Management Plan elements are to include, but are not limited to:

- Graphic representation of the Results Framework and corresponding indicators, with targets for each fiscal year;
- Performance Indicator Reference Sheets (PIRS);
- Performance Management Task Schedule of all performance management tasks by component to be undertaken;

The USAID AOR shall provide approval of any changes made to the Recipient's approved Performance Management Plan.

A.7 CLOSEOUT PLAN:

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

A.8 ROLES AND RESPONSIBILITIES:

The Recipient shall be responsible to USAID/Afghanistan for all matters related to the execution of the Cooperative Agreement. Specifically, the Recipient shall report to the USAID Agreement Officer’s Representative, located within the Office of Democracy and Governance (ODG), Kabul (see Section A.5).

A.9 INDIRECT COST:

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional rates and the appropriate bases:

| Description | Rate | Base | Type | Period |
|--|--------|------|------|--------|
| Indirect Cost Rates/Management & General | 23.00% | 1/ | 1/ | 1/ |
| Indirect Cost Rates/Fringe | 48.00% | 2/ | 2/ | 2/ |

1/ Base of Application: Total costs including sub-handling costs, and excluding in-kind contributions (i.e., donated services, equipment and supplies), subcontracts, subgrants, and pass-through costs.

Type of Rate: Provisional

Period: 10/01/11 until amended

2/ Base of Application: Total subcontract and subgrant cost

Type of Rate: Provisional

Period: 10/01/11 until amended

A.10 SUB-AWARD:

22 CFR 226 requires that all sub awarding under this Agreement receive the prior approval of the Agreement Officer unless described in the application and funded in the approved budget of the award. In seeking approval, the Recipient shall, at a minimum, identify the subrecipient, the amount and the purpose of award. Only AOR approval is necessary for sub-grants under USD\$100,000 if submitted on AO-approved templates, pursuant to Sub-Award clause.

Note: Sub-awards to non-U.S. Organizations may not be made until the Recipient receives a Notice of Eligibility for these organizations in accordance with the Vetting Mission Order # 201.5 and Special Provision listed in this award.

A.11 TITLE TO PROPERTY:

Title to property financed under this Award or provided by USAID, and no longer used by the program and/or at the close of the program, whichever comes first, 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.12 AUTHORIZED GEOGRAPHIC CODE:

The authorized geographic code for local procurements is 935.

A.13 SUBSTANTIAL INVOLVEMENT UNDERSTANDING:

Due to the sensitivity and importance of this program USAID/Afghanistan plans to exercise substantial involvement in the following ways:

a) Key Personnel

Written approval of any proposed changes to key personnel is required by the Agreement Officer (AO). Prior to replacing any of the specified individuals, the Recipient 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) in sufficient detail to permit evaluation of the impact on the program. No replacement will be made without written consent. For this program, USAID defines the following as Key Personnel:

- Chief of Party

b) Work Plan

Approval by the USAID AOR of a detailed work plan, including indicator targets, technical approach, and budget. The Recipient must submit the work plan within 30 days from the signing of the Agreement. The work plan should be prepared in collaboration with USAID, and any other partners. Significant changes by the Recipient to the approved work plan will require prior AOR approval.

c) Performance Management Plan (PMP)

Approval by the AOR of a complete PMP, to be submitted within 30 days of the signing of the Agreement. The USAID AOR shall provide approval of and any changes to the Recipient's approved Performance Management Plan. The Performance Management Plan elements are to include, but are not limited to:

- Graphic representation of the Results Framework and corresponding indicators, with targets for each fiscal year;
- Performance Indicator Reference Sheets (PIRS);
- Performance Management Task Schedule of all performance management tasks by component to be undertaken;

d) Selection of Sub-Awards

USAID requires technical concurrence by the AOR on the selection of sub-award recipients not mentioned by name in the original program description and approved budget.

e) Monitoring

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

A.14 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.15 BRANDING STRATEGY AND MARKING PLAN:

The recipient shall submit a Branding and Marking Plan to the AOR for concurrence and AO approval within 30 working days of the award. USAID's AOR may request that this plan be updated during the life of the program.

A.16 SPECIAL PROVISIONS:

A.16.1 MARKING UNDER USAID-FUNDED ASSISTANCE INSTRUMENTS (DEC 2005):

(a) Definitions

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

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

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

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

Public communications are documents and messages intended for distribution to audiences external to the recipient's organization. They include, but are not limited to, correspondence, publications, studies, reports, audio visual productions, and other informational products; applications, forms, press and promotional materials used in connection with USAID funded programs, projects or activities, including

signage and plaques; Web sites/Internet activities; and events such as training courses, conferences, seminars, press conferences and so forth.

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

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

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

(b) Marking of Program Deliverables

- (1) All recipients must mark appropriately all overseas programs, projects, activities, public communications, and commodities partially or fully funded by a USAID grant or cooperative agreement or other assistance award or subaward with the USAID Identity, of a size and prominence equivalent to or greater than the recipient’s, other donor’s, or any other third party’s identity or logo.
- (2) The Recipient will mark all program, project, or activity sites funded by USAID, including visible infrastructure projects (for example, roads, bridges, buildings) or other programs, projects, or activities that are physical in nature (for example, agriculture, forestry, water management) with the USAID Identity. The Recipient should erect temporary signs or plaques early in the construction or implementation phase. When construction or implementation is complete, the Recipient must install a permanent, durable sign, plaque or other marking.
- (3) The Recipient will mark technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities and other promotional, informational, media, or communications products funded by USAID with the USAID Identity.
- (4) The Recipient will appropriately mark events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences and other public activities, with the USAID Identity. Unless directly prohibited and as appropriate to the surroundings, recipients should display additional materials, such as signs and banners, with the USAID Identity. In circumstances in which the USAID Identity cannot be displayed visually, the recipient is encouraged otherwise to acknowledge USAID and the American people’s support.
- (5) The Recipient will mark all commodities financed by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs, and all other equipment, supplies, and other materials funded by USAID, and their export packaging with the USAID Identity.
- (6) The Agreement Officer may require the USAID Identity to be larger and more prominent if it is the majority donor, or to require that a cooperating country government’s identity be larger and more

prominent if circumstances warrant, and as appropriate depending on the audience, program goals, and materials produced.

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

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

(9) Subrecipients. To ensure that the marking requirements “flow down” to subrecipients of subawards, recipients of USAID funded grants and cooperative agreements or other assistance awards will include the USAID-approved marking provision in any USAID funded subaward, as follows: “As a condition of receipt of this subaward, marking with the USAID Identity of a size and prominence equivalent to or greater than the recipient’s, subrecipient’s, other donor’s or third party’s is required. In the event the recipient chooses not to require marking with its own identity or logo by the subrecipient, USAID may, at its discretion, require marking by the subrecipient with the USAID Identity.”

(10) Any ‘public communications’, as defined in 22 C.F.R. 226.2, funded by USAID, in which the content has not been approved by USAID, must contain the following disclaimer:

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

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

(c) Implementation of marking requirements.

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

(2) When the grant or cooperative agreement does not contain an approved Marking Plan, the recipient will propose and submit a plan for implementing the requirements of this provision **within 30 working days of award**. The plan will include:

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

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

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

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

(i) USAID marking requirements would compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials;

(ii) USAID marking requirements would diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent;

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

(iv) USAID marking requirements would impair the functionality of an item;

(v) USAID marking requirements would incur substantial costs or be impractical;

(vi) USAID marking requirements would offend local cultural or social norms, or be considered inappropriate;

(vii) USAID marking requirements would conflict with international law.

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

(d) Waivers.

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

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

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

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

(5) Determinations regarding waiver requests are subject to appeal to the Principal Officer's cognizant Assistant Administrator. The recipient may appeal by submitting a written request to reconsider the Principal Officer's waiver determination to the cognizant Assistant Administrator.

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

A.17 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.18 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.19 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 as they relate to Recipient's activities under this Cooperative Agreement.

The 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 the Recipient shall closely monitor APPF procedural requirements and implement changes. The Recipient shall initiate discussions with APPF regarding security requirements as soon as possible. The APPF will require the Recipient to prepare and submit information on several forms. After receipt, APPF will discuss the 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. These two officers may be subject to change. 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.20 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 some 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.21 SPECIAL PROVISION FOR PERFORMANCE IN AFGHANISTAN (JULY 2010):

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

Recipient's performance of this award 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, the 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 Representative.

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

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

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

A.22 SERIOUS INCIDENT REPORTING REQUIREMENTS:

The Recipient is responsible for reporting all serious incidents during performance of the award. This reporting shall apply to the Recipient and all sub-awardees regardless of the tier (subs of subs and lower, etc). In addition to reporting, the Recipient 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 U.S Government funding or on a USAID-funded work site 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 cannot be done immediately. The emails shall be sent to: kabulaidssso@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 Recipient shall submit a more formal written incident report. The Recipient shall provide the report to the SSO and will concurrently send a copy to the USAID AOR and AO.

The initial written report shall include the award number, the name of the company, location where the incident occurred (Latitude/Longitude 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 Recipient 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 Recipient shall notify the SSO within 24 hours of the death of the individual.

A.23 HOMELAND SECURITY PRESIDENTIAL DIRECTIVE (HSPD-12) (SEPT 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 sub-awardee or sub-awardee’s employee to have routine physical access to USAID space or logical access to USAID’s information systems.

A.24 USAID AFGHANISTAN IMPLEMENTING PARTNER NOTICES:

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

A.25 SUB-AWARD REQUIREMENTS (MARCH 2012):

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

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

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

(d) Should exceptional circumstances warrant sub-awards below two tiers, the Awardee will promptly request approval in writing from the 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 (5) below is also provided.

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

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

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

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

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

(i) Subsidiaries of the awardee;

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

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

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

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

(g) 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.26 DATABASE REPORTING REQUIREMENTS:

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

USAID/Afghanistan uses a management information system to track program and project information for all mission-funded activities at the provincial, district, and village levels. The purpose of this database is to track the location of project implementation to the nearest village or geospatial coordinate, document the use of funds at the district level, and monitor the performance of development projects, while maintaining coordination between USAID/Afghanistan, USAID/Washington, Congress, implementing partners, the Government of Afghanistan, and other donors. This reporting process supports the Government of Afghanistan's requirement that USAID provide information to the Ministry of Finance in order to track ongoing and completed donor-sponsored development activities.

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

A.27 FRAUD 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 [clause/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.28 GENDER INTEGRATION 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 agreement or assistance program. Such integration shall focus on Afghan-led programs directly contributing to any or all the three pillars of development outlined in the ten-year National Action Plan for the Women of Afghanistan (NAPWA): 1) Security; 2) Government, Rule of Law, and Human Rights; and 3) Economic and Social Development. The 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 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) outcomes for women who have benefited from the grant/agreement. The Recipient shall refer to USAID/Afghanistan's comprehensive Performance Management Plan (PMP) for a complete list of gender indicators. To the extent possible, indicators applicable to the agreement will be disaggregated by gender.

A.29 VETTING:

I 4-14.001

Information for Non-US recipient, sub recipients, and key individuals:

- (a) The recipient must complete and submit the "USAID Information Form" in attachment E. for:
- (i) Itself, if it is a non-U.S. entity;
 - (ii) Each sub recipients or sub recipients of a sub recipients, 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-U.S 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.

(c) The requirements of paragraph (a) of this clause must be completed at prior to the Government's acceptance of the agreement and following that, at the earlier of:

- (i) Once a year; or
- (ii) When there is a change or addition to any entity or person identified in paragraph (a).

(d) USAID reserves the right to rescind approval for a sub-award in the event that USAID subsequently becomes aware of information indicating that the sub-award is contrary to U.S. law or policy prohibiting support for terrorism, or facilitating criminal activity. In such cases, USAID's Agreement Officer will provide written instructions to the recipient to terminate the sub-award.

Vetting Procedures:

As per Mission Order No. 201.05 which supplements Mission Order 201.03, the Vetting Procedures should be conducted by consulting the following lists: SAM, OFAC, UN1267 and Executive Order 13224.

Vetting will be required for any Non-US Parties proposed for award or sub-award, or any instrument acting as any of the same, equal to or in excess of \$25,000 at any tier. In addition, vetting will be required for each sub-awardee contracted by the Implementing Partner for which the cumulative amount of awards to a single sub-awardee is anticipated to reach \$25,000 or greater regardless of the timeframe.

As a reminder, please submit separate vetting requests for each individual award. The Vetting Support Unit (VSU) will NOT accept one vetting request for multiple awards for a single awardee/sub-awardee. Please note, this lower vetting threshold will only apply to new/upcoming awards and sub-awards and existing awards and sub-awards that are over \$25,000.00

II. 4-14.002

Certification Regarding Provision of Support to Persons Engaged in Terrorism:

(a) By entering into this agreement, the recipient certifies, to the best of its known ledge and belief that:

1. The Recipient, 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 Recipient to comply with its obligations under paragraph 1:

a. Before providing any material support or resources to an individual or entity, the Recipient 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.instantofac.com/search.php>, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Recipient.

b. Before providing any material support or resources to an individual or entity, the Recipient 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 Recipient should refer to the consolidated list available online at the Committee's website: <http://www.un.org/sc/committees/1267/pdf/AQList.pdf>.

c. Before providing any material support or resources to an individual or entity, the Recipient 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 Recipient 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.iaii.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 Recipient 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 Recipient's obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Recipient that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Recipient 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 agreement, the Offeror acknowledges that it has a continuing obligation and shall notify the 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 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 agreement officer in writing of a change in such certification, in addition to other remedies available to the Government, the Agreement Officer may terminate the agreement resulting from this solicitation for default.

III. 4-14.003

Restrictions on Certain Foreign Purchases

(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 agreement, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFACs implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

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

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

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

A.30 ENVIRONMENTAL COMPLIANCE:

The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID's activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID's Automated Directives System (ADS) Parts 201.5.10g and 204 (<http://www.usaid.gov/policy/ads/200/>), which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities. Recipient environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this cooperative agreement.

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

No activity funded under this Cooperative Agreement will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the Bureau Environmental Officer (BEO). Hereinafter, such documents are described as “approved Regulation 216 environmental documentation.”

An Initial Environmental Examination (IEE) number OAPA-13-MAR-AFG-0222 included under (Attachment D) has been approved for program funding this Cooperative Agreement. The IEE covers activities expected to be implemented under this Cooperative Agreement.

USAID has determined that a **NEGATIVE DETERMINATION WITH CONDITIONS** applies to some proposed activities. This indicates that if these activities are implemented subject to the specified conditions, they are expected to have no significant adverse effect on the environment. For activities determined to have a **CATEGORICAL EXCLUSION** then this indicates that these activities are expected to have no significant adverse effect on the environment. The Recipient shall be responsible for implementing all IEE conditions pertaining to activities to be funded under this award.

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

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

Any ongoing activities found to be outside the scope of the approved Regulation 216 Environmental documentation shall be halted until an amendment to the documentation is submitted and written approval is received from USAID.

{END OF SCHEDULE}

ATTACHMENT B - PROGRAM DESCRIPTION

EXECUTIVE SUMMARY

The April 2014 presidential and provincial council elections are poised to be the first peaceful transfer of political power in the country's history, and the legitimacy of the next government rests on whether the will of Afghan voters is reflected in a credible electoral process. If broadly viewed by the Afghan people as inclusive and transparent, these polls could play a pivotal role in advancing stability and democratic development. A deeply flawed election, however, could exacerbate political tensions and impair the ability of the new government to meet the security, national reconciliation and economic challenges that lie ahead. The effective participation of observers could contribute to the integrity of the 2014 process by publicizing critical and timely information regarding the electoral campaign period, the polling process, and the vote count. These observations could enhance public confidence in the electoral process, broaden acceptance of the electoral results, and assist in mitigating disputes in closely-contested races.

To support the 2014 electoral process, NDI proposes to conduct an international election observation program to: 1) demonstrate international interest in the integrity of the 2014 elections through continuous monitoring of the electoral process; and 2) provide impartial information and analysis on the 2014 election process and identify real and perceived problems, enabling Afghans to hold government and election authorities accountable for the conduct of the 2014 elections.

Recognizing that security and logistical challenges constrain observation efforts in Afghanistan, NDI proposes to employ an analytical mission approach that builds on its experience of organizing missions in complex environments around the world—including in Afghanistan—and utilizes extensive in-country resources and networks. The 2014 mission would involve a team of 30 international and Afghan long-term analysts based in Kabul—supported by NDI province-based staff—to monitor and produce periodic reports on the 2014 electoral process, including the campaign period, polling day, vote tally, complaints process and certification of final results. In addition, through its eight offices in Afghanistan, NDI would field approximately 100 international and Afghan staff to visit polling sites on April 5 and collect information on election day activities. The in-country mission would begin approximately five weeks before the April polls and run through a possible second round election, assuming a runoff is organized two months after the first round polls (as it was in 2009).

The proposed mission builds on the Institute's extensive programming experience globally and in Afghanistan. NDI has organized more than 150 international delegations to observe elections, pre-election environments and post-election developments around the world. In addition, it co-led the development of the *Declaration of Principles for International Election Observation* and the *Code of Conduct for International Election Observers*, which was launched in October 2005 at the United Nations. In Afghanistan, NDI has implemented nationwide programs since 2002 to assist candidates, political parties and coalitions, domestic monitors, and elected representatives. For the 2009 and 2010 Afghan elections, NDI organized observation missions that offered the broadest geographic coverage by an international mission.

For this program, NDI would build on its extensive relationships with domestic observer groups (several of which are connected to the USAID-funded *Strengthening Political Entities and Civil Society/SPECS* program, being implemented by NDI) and other international observation delegations. In addition, NDI would use information from, and contribute updates to *Afghanistanelectiondata.org*, a website it launched in 2009 that features results data from all four post-Taliban elections.

For this mission, NDI would engage international and Afghan experts—including those from regional monitoring organizations, such as the Asian Network for Free Elections (ANFREL)—which have robust experience observing elections in Afghanistan and other conflict and post-conflict environments. NDI would nominate Marija Babic, a specialist who has overseen and participated in more than 20 election observation missions around the world, including in Afghanistan, to serve as the project's Chief of Party and manage the mission. The program also would be supported by NDI's current management team members in Afghanistan who have experience with Afghan electoral processes. NDI respectfully requests \$4 million to implement this program.

I. TECHNICAL APPROACH

A. CONTEXT

The constitutional mandate of President Hamid Karzai comes to an end next year and presidential and provincial elections are expected to be conducted on April 5, 2014. The victor of the upcoming presidential poll will have to lead a new government and tackle momentous challenges in addressing economic and development priorities; promoting reconciliation and national unity; managing Afghanistan's relationship with the international community; and creating stability and security in the face of a resilient insurgency. Holding elections that are viewed as credible and inclusive by the Afghan people is a critical step toward enhancing the legitimacy of the government that emerges from the polls—and, more broadly, the country's faith in the democratic process. An election that fails to ensure public confidence could derail the nation's efforts to consolidate the democratic and political gains it has struggled to achieve over the past decade.

Exhausted by years of war, Afghan citizens today are seeking economic growth and political stability. Several studies and surveys conducted since the last presidential election reveal that the overwhelming majority of the population wants a moderate society where all Afghans are able to enjoy basic freedoms and rights. In the lead up to the 2014 polls, citizens under the age of 30—which comprise more than 60 percent of the population—are calling on presidential hopefuls to craft governance strategies that ensure economic development and educational opportunities across the country.

The 2014 race has 11 presidential and vice-presidential tickets that are broadly ethnically inclusive and should present the electorate with a wide range of choices. If none of the candidates for president receive 50 percent of the votes cast in the first round, the Afghan Constitution provides that a second round must be held within two weeks from the date that election results are announced.

At the provincial level, 2,713 candidates are contesting 458 seats across the nation's 34 provinces. Afghanistan uses the single non-transferable vote (SNTV) system for provincial council and legislative elections, in which each voter may vote for one candidate in a multi-member constituency. While this system has the advantage of providing an opportunity for independent candidates to seek elective office, it results in a low threshold for election (a candidate could win a seat in a provincial constituency with less than 1 percent of the vote) and discourages the participation of political parties. In addition, the system tends to generate a large number of candidates—as an example, more than 400 candidates are competing for 33 seats in Kabul. Candidates have difficulty distinguishing their platforms from those of other candidates, and voters are often unable to find meaningful distinctions among candidates. As a result, ethnicity tends to influence voter choices.

The 2009 presidential and provincial council elections and the 2010 parliamentary polls were marred by widespread fraud and doubts about the independence of some electoral authorities. In the lead up to the 2014 elections, key reforms that domestic and international observers raised have been implemented. Laws were passed that put into place a new legal framework and operating structure for the 2014 electoral process. Measures were introduced that involve the participation of Afghan parliamentarians and civil society representatives in selecting nominees to the Independent Election Commission (IEC) and Independent Electoral Complaints Commission (IECC)—this is a marked improvement over a process that, in the past, was dominated by the president. Election planning and the development of electoral operations and fraud mitigation plans were initiated more than a year before the April 2014 polls. New measures—such as a special commission focused on election security—were established to strengthen security planning and coordination between security agencies and election authorities. These and other reforms have brought about a guarded optimism among many political and civic actors that the 2014 polls would be an improvement over previous elections.

However, there are serious challenges that could impact the integrity of the 2014 elections. Insecurity may prevent candidates and political groupings from campaigning as well as discourage voters from casting their ballot in parts of the country. This could disenfranchise a large number of Afghans from participating in this election. In addition, the history of widespread fraud in previous elections fuels the expectation that the upcoming elections also could be tainted by similar problems. Because the election will take place when large portions of the country may be experiencing winter weather, political contestants and domestic monitoring groups are concerned about the distribution of election materials and how the recruitment and training of IEC and IECC staff—particularly female poll workers—will be conducted. This also may affect voter turnout in certain areas of the country. In addition, candidates fear interference from domestic and foreign sources and are concerned about the possible misuse of government resources to support particular candidates.

In December 2013—four months ahead of the approaching polls—NDI conducted a pre-election assessment mission to focus on issues essential to reinforcing a level playing field and public confidence in the electoral process. The mission involved a multi-national team of senior experts who assessed the political environment and the framework of the upcoming elections. The group met with President Karzai, candidates from all 11 presidential and vice-presidential tickets, provincial council candidates, election authorities, government and security officials, media representatives, citizen monitoring groups, women activists, youth leaders and international organizations. The delegation acknowledged the positive developments in the election process, and identified areas where improvements should be implemented to promote confidence and participation. The delegation released a report with its findings and offered a number of recommendations intended to promote inclusive, transparent and credible elections. They included public awareness programs on the activities of the IEC and IECC; public outreach on the IEC's anti-fraud strategies and the Ministry of Interior's electoral security plans; the establishment of runoff procedures; and a transition plan for a handover of power. The team also recommended uniform standards for IEC staff recruitment and training; the conduct of IEC dialogues with civil society media and political parties at the provincial level; protection of the rights of women and encouragement of youth to participate in the electoral process; and measures to ensure election monitoring.

The pre-election mission highlighted that Afghan civil society organizations are a significant participant in the electoral process and in the run-up to the 2014 polls. Several groups are working on various issues including election monitoring, advocacy for electoral transparency, and the participation of women in the election process. The candidates, election authorities and security officials with whom the delegation met stated the importance of the role of domestic and international monitors in observing, deterring and reporting electoral fraud.

NDI has extensive relationships with and has supported the efforts of Afghan domestic monitoring organizations. The Free and Fair Elections Forum of Afghanistan Organization (formerly the Free and Fair Elections Foundation of Afghanistan or FEFA), the country's principal domestic monitoring organization, will be deploying approximately 10,000 non-partisan election monitors across the country. Other organizations—including the Afghanistan National Participation Organization (ANPO), and the Afghanistan Youth National and Social Organization (AYNSO), and the Transparent and Fair Elections Foundation (TEFA)—plan to deploy an additional 2,200 observers nationwide. The European Union, the Organization for Security and Cooperation in Europe (OSCE) and other organizations are considering plans to mobilize international observers.

There is a broad recognition among candidates, security officials and civic groups that international monitors would not have the same reach and access as domestic monitors, particularly in remote areas. Nonetheless, given the high likelihood of a close presidential race and a possible runoff, candidates raised the need to have international observers present in-country on election day and during the results tabulation, complaints period and finalization of results.

Nearly everyone with whom the NDI pre-election delegation met assumed that a second round presidential election would be required. They stressed the importance of having an operational timeline and regulations in place without delay and to inform the electorate how a runoff would be conducted. None thought it would be possible to conduct a runoff two weeks after the results of the first round presidential polls were finalized, given that it would take more than two weeks to print runoff ballots, pack polling materials, and distribute polling station kits across Afghanistan. NDI noted that in 2009, a runoff (which did not push through) was announced two months after the August 20 election.

B. THEORY OF CHANGE

Democratic elections provide an opportunity for citizens to influence electoral institutions, processes and outcomes, and to set the stage for greater government legitimacy and accountability beyond elections. They allow citizens to express their will concerning who will have the authority to govern. The proposed program is designed to support democratic practices that promote citizen access to impartial information on the electoral process, broaden citizen participation in the electoral process, and foster accountability relationships.

Through international election observation, nonpartisan monitors can promote public confidence in the country's electoral process, amplify the work of domestic observation groups, deter fraud, and help foster peaceful campaigning, voting, results tabulation as well as respect for electoral outcomes. In addition, international observation can mitigate the potential for violence in polarized, conflict-prone circumstances and illuminate factors that help to promote democratic progress. If citizen involvement in the election process is increased, then citizen voice and government accountability can be strengthened.

Program Objectives. NDI proposes a program that would support an international observation effort and seek to fulfill the following objectives: 1) demonstrate international interest in the integrity of the 2014 elections through continuous monitoring of the electoral process; and 2) provide impartial analysis on the 2014 election process and identify real and perceived problems, enabling Afghans to hold government and election authorities accountable for the conduct of the 2014 elections. (The program’s results framework is included under Annex B, Performance Management Plan).

This program is in line with USAID’s project goal and purpose to *provide support to the oversight of Afghanistan’s 2014 elections, helping to ensure an Afghan-led inclusive, transparent and credible electoral process*. It also supports USAID Development Objective 3: *Performance and Legitimacy of the Government of the Islamic Republic of Afghanistan (GIROA) Improved*; Intermediate Result 3.1: *Citizens Hold the GIROA Accountable*; and Sub-Intermediate Result 3.1.11: *Citizen Awareness of Rights and Responsibilities with the Afghan Constitution Increased*.

Development Hypotheses

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| <p>Development Hypothesis 1 <i>IF</i> an international observation mission is present in Afghanistan during the electoral process and conducts continuous monitoring (IR 1.1), <i>AND</i> the mission amplifies the efforts of domestic election monitoring groups (IR 1.2), <i>THEN</i> international support and interest for a credible Afghan-led electoral process is demonstrated.</p> <p>Development Hypothesis 2 <i>IF</i> an international observation mission issues independent reports on key thematic areas of the electoral process (IR 2.1), <i>AND</i> electoral stakeholders and the general public receive objective analyses on electoral issues throughout the 2014 electoral cycle (IR 2.2), <i>THEN</i> impartial information and analysis on the 2014 electoral process is publicized and problems that could affect the integrity of the election are identified.</p> |
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C. INTERNATIONAL ELECTION OBSERVATION PLAN

To address the security and logistical challenges in Afghanistan, NDI would conduct an analytical mission that builds on its experience of organizing missions in complex environments around the world, including its 2009 and 2010 observation missions in Afghanistan. This would involve having a team of international and Afghan long-term analysts based in Kabul who would be supported by the Institute’s staff based in the provinces. Throughout the period of observation, the team would issue periodic reports based on the information and analyses obtained in the provinces and the capital. On election day, through the Institute’s eight offices in-country, approximately 100 of NDI’s international and Afghan analysts and staff would be deployed to various provinces in every region.

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|---|---------------------|-----------------------------|
| 2014 NDI International Election Observation Mission to Afghanistan | | |
| Analytical Mission: In-Country Presence and Issuance of Reports | | |
| 1st Round Election | | |
| <i>Pre-Election Period</i> | <i>Election Day</i> | <i>Post-Election Period</i> |

| | | |
|---|--|---|
| <p>30 mission core team members and long-term analysts (Afghan and international) will be based in Kabul five weeks before e-day. Analysts will be supported by NDI province-based staff in eight regions. Analysts will focus on the following areas:</p> <ul style="list-style-type: none"> • election administration • electoral complaints • electoral security • women’s participation • youth engagement • conduct of candidates, political parties and coalitions • media and observer engagement <p>Key deliverables in this period would include the production and public distribution of periodic reports on thematic and regional updates.</p> | <p>Through NDI’s eight regional offices, 100 analysts and staff (Afghan and international) will be deployed in 28 provinces (more than 80% of the country’s provinces).</p> <p>This group will include a five to six-person leadership delegation of senior international experts.</p> <p>Key deliverables in this period would include a preliminary statement a few days after election day.</p> | <p>30 mission core team members and long-term analysts will be based in Kabul until the third week of April. This group will reduce to nine core team members and analysts in the last week of April and the month of May. The remaining analysts will primarily focus on:</p> <ul style="list-style-type: none"> • results tabulation/ work of the election commission • electoral complaints/ work of the complaints commission • conduct of candidates, parties and coalitions <p>Key deliverables in this period would include periodic reports with updates on the vote count, results tabulation and complaints process.</p> |
| <p>2nd Round Election: Assume that the runoff is organized two months after the 1st round</p> | | |
| <p>Pre-Election Period</p> | <p>Election Day</p> | <p>Post-Election Period</p> |
| <p>At least nine core team members and analysts will be based in Kabul two weeks before e-day.</p> <p>Key deliverables in this period would include periodic reports with thematic and regional updates on runoff preparations.</p> | <p>Up to 100 NDI analysts and staff will be deployed in 28 provinces.</p> <p>This group will include a five to six-person leadership delegation of senior experts.</p> <p>Key deliverables in this period would include a preliminary statement a few days after polling day.</p> | <p>At least nine core team members and analysts will be based in Kabul up to three weeks after election day.</p> <p>Key deliverables in this period would include produce periodic reports with updates on the runoff vote count and results tabulation.</p> <p>The mission’s overall and final report will be completed 60 days after election results are finalized.</p> |

Long-Term Analysis

An essential component of the proposed program is the long-term monitoring of the electoral process. NDI’s mission structure would offer long-term monitoring coverage for all regions of the country and the continued analysis of the election process before, during and after election day. A team of 30 international and Afghan election analysts would be based in Kabul to focus on regional developments as well as key areas such as electoral administration, the electoral complaints process, electoral security, the participation of women and young people, and the conduct of candidate and political groupings. NDI’s analysts would develop an independent assessment of the process based on Afghan conditions, Afghan law and international standards for democratic elections. They would examine areas such as: the IEC’s administrative preparations; the work of the IECC and the complaints process; security arrangements for the pre-election, election day and post-election periods; the engagement of women and young people as election personnel, political supporters and voters; voter awareness campaigns; the activities of candidates and their agents; the preparations of domestic monitoring groups; and the use of state-run and private owned media to cover the campaigns. Some international and national analysts would be given regional designations—north, east, south, west and central—and concentrate on preparations and concerns relevant to these specific regions.

The international analysts would be election or regional experts who have previous experience in Afghanistan or other highly challenging environments. In addition, similar to its observation mission to the May 2013 Pakistan general elections, NDI would engage experts from regional monitoring organizations, such as the Asian Network for Free Elections, a network of civil society organizations that has conducted over 40 election observation missions in Asia since 1997. For the proposed program, the Institute also would involve current NDI Afghanistan international and national staff who have expertise in women’s political and electoral participation, election processes, political party and coalition engagement in elections,

and the inclusion of young people in elections. The mission would operate in-country approximately five weeks before the April election and through a possible runoff election (assuming that, similar to 2009, a runoff election is scheduled two months after the first round election).

The long-term analyst team based in Kabul would be supported by NDI Afghan staff based in the Institute's regional offices in the provinces of Balkh, Bamyan, Herat, Kandahar, Khost, Kunduz and Nangahar. Local staff in each province would help collect information about the pre-election, election-day and post-election periods and relay it to NDI personnel in Kabul. The participation of these local counterparts would help facilitate monitoring coverage in regions where fielding international observers would be of high risk. Kabul and province-based staff would be provided with a structured format for reporting their observations, and would be briefed on security procedures and specific security conditions existing in their assigned areas. Depending on security conditions, international analysts may travel to the provinces to further coordinate information gathering efforts with NDI regional staff and meet with key political and civic actors.

The analysts would gather information through consultations and meetings with candidates, political parties, government officials, IEC and IECC representatives, international and Afghan NGOs, domestic election monitors, the local media and other organizations related to the electoral process. The analysts would also compare information, including international and domestic observer recommendations, from previous elections and note any reforms made to improve this year's process.

NDI would use information and analyses from *Afghanistanelectiondata.org*, a website launched by the Institute in 2009 that currently features results data from all four elections since the fall of the Taliban. The site also incorporates ethnographic, demographic, and topographical data from open sources as well as security data generated by the Afghan National Security Forces. Users can access information such as preliminary and final electoral results; the number of male and female votes per province; polling centers that were closed on election day; and districts that were affected by high rates of electoral irregularity and fraud. Throughout the 2014 mission, NDI observation personnel would also contribute updates to the 2014 space of the website, such as data sets from the IEC on polling station locations, and from the Ministry of Interior (MoI) on the coverage of security personnel.

NDI anticipates that these analysts would reinforce the work of domestic monitoring networks through their reporting and analysis as well as liaise with other international election assessment missions in their localities.

Throughout the observation, the mission would publicly issue periodic reports in English, Dari and Pashto on its observations and findings from around the country, and share them with stakeholders in Afghanistan, Washington DC and other capitals. These reports would provide information and analyses that highlight critical issues, and could aid electoral authorities and participants in addressing problems in a timely manner—helping improve the electoral process. In addition, NDI's reporting and analysis would reinforce the ongoing work of domestic monitoring groups.

Election Day Observation

On election day, approximately 100 of NDI's national and international staff based in Kabul and the seven other cities with NDI offices would visit polling sites in at least 28 of the 34 provinces and gather information on election day activities. These staff would include 80 NDI male and female trainers who are currently preparing thousands of candidates and polling agents for the 2014 elections, and who are knowledgeable of local conditions and electoral procedures. As was done in 2009 and 2010, these staff members were recruited through NDI's regional offices and outreach to the IEC, universities, and civil society networks at the provincial level. NDI engaged men and women who had training experience, exposure to previous elections, and fluency in local languages.

NDI personnel based in Kabul would develop reporting forms, establish and maintain reporting systems, and analyze information from the observers. The 100 observers, assigned in teams of two, would use standardized forms adopted specifically for the upcoming elections to ensure the integrity of reporting and facilitate rapid analysis of findings; their efforts would include observing the activities of candidate agents and domestic monitors. They also would observe the vote tabulation and any electoral complaints following election day, as part of the mission's broader analysis.

These teams would be deployed in provinces in every region of the country and would be in frequent communication with the Institute's Kabul office. NDI would operate an internal call center to track the teams and provide observers with security updates as well as the latest developments on the electoral process. The teams would report on a regular schedule to ensure that NDI is aware of the security situation in their respective areas and their observations.

Recognizing the possibility that safety considerations may inhibit program activities in specific areas, NDI would build in flexibility and contingency measures for its activities. However, given the security environment throughout the country, it is possible that in the pre-election period and on election day, NDI's analysts and staff may be restricted in their ability to move within certain localities and regions. NDI would maintain robust security measures throughout the implementation of the proposed activities and notify USAID of any issues that could affect program implementation or outcomes. (Annex F includes a fuller description of NDI's security plan).

To gather as much information as possible, NDI would track local media reports and coordinate with other international delegations, communicating deployment and logistical information, and maintaining frequent contact on security issues. The periodic reports of the monitoring teams would be synthesized by NDI and used to develop independent analysis of the election-day processes and environment. This information also would be shared with other international election assessment missions and domestic election monitoring organizations.

Close to election day, NDI would field a small team of senior international experts with extensive experience in election integrity initiatives to review information from the mission's analysts. These experts also would liaise with election authorities and the leadership of other international missions. After election day—using the information gathered from the Institute's analysts, regional staff and contacts around the country—NDI would issue one or more post-election statements. The statements, which would outline a summary of the delegation's findings and recommendations, would be released to the Afghan public and the international community.

Post-Election Observation

Following the election, analysts would continue to monitor and report on developments in the provinces as well as updates on the vote tally, results tabulation and electoral complaints process. In light of lessons learned from 2009 and 2010, and taking into account possible delays in getting accurate information on electoral complaints and partial results, NDI's additional statements may be issued weeks after the election has been conducted.

Approximately three weeks after the election, the mission's in-country analyst team would reduce to nine personnel—these analysts will focus on the activities of the IECC, IEC and the candidates as partial and final election results are released and complaints are reviewed. They also will continue to coordinate with domestic monitoring organizations. The analysts will continue monitoring and issuing mission reports until the results are finalized and a possible runoff is called.

Possible Runoff

Given the estimated budget for this RFA, NDI's proposed program includes a plan to monitor and report on a possible runoff election, assuming that a runoff is organized approximately two months after the 1st round election (similar to the timeline in 2009).

Should a runoff be required, NDI's nine analysts based in Kabul would continue their long-term monitoring and report on the preparations for the second round election. As in the first round, they would be supported by the Institute's province-based staff in the eight regions. Depending on the operational conditions and thematic issues surrounding the runoff, NDI may expand the pool of nine analysts to include other international and Afghan analysts involved in the first round—this would enable additional monitoring coverage for the second round. The mission's reporting forms would be adjusted to reflect issues relevant to the runoff. Depending on the length of time allocated for the official campaign period before the runoff, the mission would plan to release at least one report on the runoff preparations.

On election day, as was done in the first round election, NDI would plan to mobilize approximately 100 international and national analysts and staff from its regional offices to visit polling sites in approximately 24 provinces and gather information on election day activities. Teams would be deployed in provinces in every region of the country and would be in frequent communication with the Institute's Kabul office. As in the first round, NDI would operate an internal call center to track teams and provide observers with security updates as well as the latest developments on the electoral process. Throughout this stage, the mission would continue coordinating efforts with domestic monitoring groups.

NDI would mobilize again a small team of international senior experts to examine information from the mission's analysts and staff. As in the first round, these experts would liaise with election authorities and the leadership of other international missions. After election day, based on the information gathered from analysts and staff, NDI would issue one or more post-election statements.

As was done following the first round, NDI would plan to have up to nine international and Afghan analysts assigned to continue monitoring and reporting on events following the runoff. These analysts would focus on the vote tally, results tabulation and finalization of electoral results. NDI estimates that these analysts would continue monitoring activities approximately three weeks after the runoff election.

Final Report on the 2014 Electoral Process

NDI would assemble all findings from the entire monitoring effort into a comprehensive report on the 2014 elections. The report would cover the entire electoral process—including the campaign, the conduct of the polls, the vote counting process and the post-election period—and include specific recommendations to improve future electoral processes. The report would be completed within 60 days after the finalization of the results of the runoff. (If a runoff is not conducted, the report will be completed within 60 days after the finalization of the results of the April 5 election).

D. SUB-AWARDS

Given the RFA's estimated budget, USAID's requirement to provide a program that supports an observation plan for both a first round and runoff election, it is not possible for NDI's proposed program to include sub-awards to external organizations. However, NDI will engage members of regional observation networks, such as ANFREL, to be part of the analyst team of the mission.

The domestic monitoring groups ANPO, AYNZO and TEFA are subawardees under the USAID-funded SPECS program, currently being implemented by NDI. Through SPECS, NDI is providing technical and financial assistance to support the groups' domestic observation efforts for the 2014 elections. In addition, NDI is providing FEFA with technical assistance on the use of technology to improve the organization's communications and reporting on observation activities. (FEFA will be receiving financial assistance through a multi-donor mechanism not related to SPECS).

Under the proposed international observation program, and as described throughout the previous section, NDI will coordinate activities and efforts with these four groups throughout the mission. In addition, NDI's mission report will highlight the activities of the domestic monitoring groups across the country and throughout the electoral cycle.

E. COORDINATION PLAN WITH KEY STAKEHOLDERS

As in its previous and ongoing programs in Afghanistan, NDI would work in close cooperation with the key Afghan agencies, election officials, political entities and civic society organizations, and the international community during the implementation of the proposed program. Throughout the proposed program, NDI would consult with the IEC, IECC, MoI and the special commission on electoral security, the United Nations Development Programme's Enhancing Legal and Electoral Capacity for Tomorrow project (UNDP-ELECT), USAID and other donor governments. NDI would continue to participate in ongoing election information sharing meetings, convened by the United Nations Assistance Mission to Afghanistan (UNAMA), and other implementing partner meetings to coordinate with local and international organizations to ensure that program efforts are complementary. NDI's observation mission reports, which would be publicly distributed, would be shared with these stakeholders.

To promote the sharing of information, reports and plans, NDI would offer to organize bi-weekly meetings in Kabul to convene representatives from domestic and international monitoring groups. As part of the ongoing SPECS program, NDI is organizing regular coordination meetings among domestic monitoring groups (ANPO, AYNZO, FEFA and TEFA). NDI would synchronize these events with the proposed coordination meetings involving international observation groups. Discussions at these meetings would include the sharing of information on security matters and the operational aspects of pre-election, polling day, and post-election observation. These events also would be synchronized with meetings between the IEC and the domestic monitoring groups.

NDI would use its network of regional offices to maintain contact with domestic monitoring groups, other international observation missions, and other organizations implementing electoral support programs at the national and provincial level. As it did during the 2009 and 2010 elections, NDI would organize provincial coordination meetings through its regional offices. These gatherings would bring together provincial representatives of the domestic and international monitoring groups and mirror the effort at the national level to share information and plans.

Among the personnel of the 2014 mission, NDI would assign particular liaisons to manage this coordination and maintain communication with both domestic and international missions. In addition, as NDI has done in observation missions around the world, frequent meetings would be held throughout the observation period between NDI's leadership in-country and the heads of the other missions.

Mitigating Potential Problems and Risks

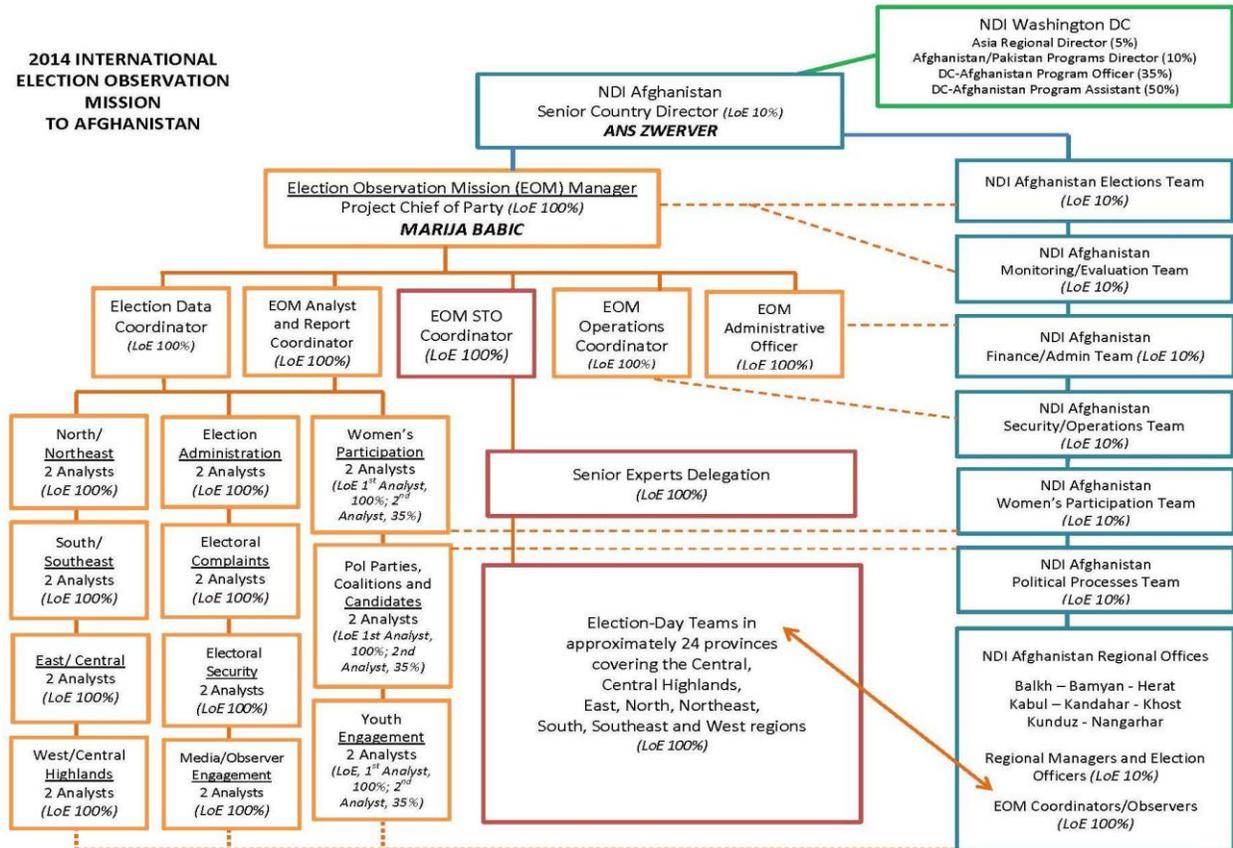
The proposed program builds on NDI’s extensive experience organizing election observation missions in complex environments around the world, including in Afghanistan in 2009 and 2010. Below are some operational problems and risks that may affect the 2014 elections, and potential responses to these challenges.

| Potential Problem | Program Response |
|--|---|
| Security conditions may limit the movement of analysts and observers in the regions. | <p>The proposed analytical mission recognizes that security and logistical challenges constrain observation efforts in Afghanistan. Having a team of long-term analysts based in Kabul who are supported by NDI Afghan staff from the Institute’s regional offices would facilitate monitoring coverage in areas where fielding international observers would be of high risk and limited benefit.</p> <p>NDI would maintain robust security measures (as detailed in its security plan) throughout program implementation and communicate with USAID on issues that could affect program activities or outcomes.</p> |
| The IEC’s electoral calendar may change, and the dates of a 1 st round and possible runoff election may be past the life of the proposed program. | NDI would be proactive about consulting the IEC, domestic monitoring groups and other stakeholders about revisions to the election calendar. NDI has strong working relationships with these stakeholders. NDI would consult with USAID on these changes, their potential impact on proposed activities, and possible program adjustments—including an extension of the program grant—to accommodate the new calendar. |
| NDI analysts and staff may not be able to access election officials, media, candidates, political party leaders, and civic groups in certain provinces. This may produce uneven analysis for certain provinces and regions of the country. | NDI’s periodic reports would include a description of the mission’s methodology, reporting structure and observer access to key stakeholders and informational sources in the different regions of the country. The reports will highlight where domestic and international observers—including NDI’s long-term analysts and staff—face problems conducting monitoring activities and obtaining information. This would make the report recipients aware of the challenges involved in the monitoring effort. |
| Reports from multiple monitoring efforts outside of NDI’s mission, both domestic and international, may reflect different or contradictory information. | As part of the proposed program, NDI would offer to periodically convene domestic monitoring groups and other international missions to enhance information sharing and coordination. These sessions would provide an opportunity for groups to compare information sources, data collection and reporting methods, and approaches for public communication of observer findings. |

II. MANAGEMENT CAPACITY AND STAFFING

A. PERSONNEL AND ORGANIZATION PLAN

**2014 INTERNATIONAL
ELECTION OBSERVATION
MISSION
TO AFGHANISTAN**



The chart above describes the personnel and organizational structure for the proposed program. To manage the 2014 mission, NDI would engage Marija Babic as the EOM Manager and the project's Chief of Party. Ms. Babic has more than 15 years of experience coordinating and participating in over 20 observation missions, particularly in complex and politically sensitive election environments. On behalf of NDI, she has managed international election observation efforts in Afghanistan, Bangladesh, Egypt, Georgia, Jordan, Nigeria and Pakistan. For other international organizations, she has assisted observation missions in Kyrgyzstan, Latvia and Macedonia. Ms. Babic has broad experience managing teams of short- and long-term election observers and working closely with high level government officials, political parties, civil society organizations, media, and the donor and diplomatic community to assess electoral processes.

Most recently, for NDI's observation mission efforts for Georgia's 2013 presidential election, Ms. Babic served as Mission Coordinator and Lead Election Analyst. In this role, she designed and managed NDI's election observation strategy, including leading a pre-election assessment, conducting long term analysis, and coordinating short-term observation efforts. Ms. Babic led a team of long-term election analysts to observe electoral developments involving election administration, campaign activities, allegations of election violations, and the participation of underrepresented groups in the electoral process.

Ms. Babic was a regional long-term analyst for NDI's observation mission to Afghanistan in 2010, and focused on the electoral issues relevant to the South and Southeast. In 2005, she served as a Senior Observation Facilitation Officer on the Joint Electoral Management Body for Afghanistan's National Assembly and Provincial Council elections. She managed the development of an election observation framework, liaised with relevant Afghan government authorities on election observation issues, and assisted the observation support activities of headquarters and regional offices.

Ms. Babic would be supported by a core team that includes an analyst and report coordinator to assist in implementing the mission's observation methodology, streamlining the work of the long-term analysts, and organizing the production of mission reports. An elections data coordinator would be tasked with tracking and managing election data sets and developing data analysis to incorporate in the mission's reports. An election-day or short-term observer (STO) coordinator, the point person for polling day monitoring and

reporting, would work with the EOM Manager and NDI Afghanistan staff to develop and implement the deployment plan for election-day monitors.

An operations coordinator would be dedicated to the 2014 mission and serve as the point of contact for security and operational issues. The coordinator would work with NDI Afghanistan's resident Security and Operations team to provide security updates to mission management, monitor and enforce security protocols, conduct security orientation and training for analysts/observers; and coordinate the activation/utilization of resources in the event of an incident or crisis. The core team also would include an administrative officer who would coordinate with NDI Afghanistan's resident staff on financial and administrative issues related to the conduct of the mission.

The team of long-term analysts would involve election or regional experts who have previous experience in Afghanistan or similar challenging environments. The Institute also would involve current NDI Afghanistan international and national staff who have expertise in women's political and electoral participation, election processes, political party and coalition engagement in elections, and the inclusion of young people in elections.

The long-term analyst team based in Kabul would be supported by NDI Afghan staff based in the Institute's regional offices in the provinces of Balkh, Bamyan, Herat, Kandahar, Khost, Kunduz and Nangahar. Each office has a regional manager and skilled national staff to support program activities. Local staff in each province would help collect information about the pre-election, election-day and post-election periods and relay it to NDI personnel in Kabul. The analysts would then develop periodic analysis on national electoral developments as well as the identification of emerging cross-regional trends and/or concerns. To ensure that Afghan expertise is incorporated into the program, each Kabul-based international analyst would work side by side with an Afghan analyst, most of whom will be drawn from the staff in NDI's current women's political participation, political processes and election support teams in Afghanistan. These staff members were involved in NDI's 2009 and 2010 observation missions in Afghanistan.

NDI's current program operations—including its in-country monitoring and evaluation, finance and administration, and security and operations teams—will support the proposed mission. These operations are led by NDI's country director, Ans Zwerver, who has extensive experience in Afghan electoral and political processes. Ms. Zwerver supported the 2004 elections as an elections expert for the European Union (EU), and the 2005 elections as the head of the United Nations Office for Project Services (UNOPS) provincial election office in Badghis province. In 2009, she was a long-term observer based in Paktia province for the European Union's election mission to Afghanistan.

The Institute's Washington DC-based program staff would provide overall guidance and management for the program. NDI's Director for Asia Programs, Director for Afghanistan and Pakistan programs, and Director for Global Security and Operations were involved in the design and implementation of the Institute's 2009 and 2010 election observation missions in Afghanistan.

ATTACHMENT C - STANDARD PROVISIONS

MANDATORY STANDARD PROVISIONS FOR U.S. NONGOVERNMENTAL ORGANIZATIONS

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

➤ **MANDATORY STANDARD PROVISIONS FOR U.S. NONGOVERNMENTAL ORGANIZATIONS**

- M1. APPLICABILITY OF 22 CFR PART 226 (MAY 2005)
- M2. INELIGIBLE COUNTRIES (MAY 1986)
- M3. NONDISCRIMINATION (JUNE 2012)
- M4. AMENDMENT OF AWARD (JUNE 2012)
- M5. NOTICES (JUNE 2012)
- M6. SUBAGREEMENTS (JUNE 2012)
- M7. OMB APPROVAL UNDER THE PAPERWORK REDUCTION ACT (DECEMBER 2003)
- M8. USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (JUNE 2012)
- M9. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (JUNE 2012)
- M10. DRUG-FREE WORKPLACE (JUNE 2012)
- M11. EQUAL PARTICIPATION BY FAITH-BASED ORGANIZATIONS (JUNE 2012)
- M12. PREVENTING TERRORIST FINANCING-IMPLEMENTATION OF E.O. 13224 (AUG 2013)
- M13. MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE (AUGUST 2013)
- M14. REGULATIONS GOVERNING EMPLOYEES (AUGUST 1992)
- M15. CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY (NOV 1985)
- M16. USE OF POUCH FACILITIES (AUGUST 1992)
- M17. TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (AUGUST 2013)
- M18. OCEAN SHIPMENT OF GOODS (JUNE 2012)
- M19. VOLUNTARY POPULATION PLANNING ACTIVITIES – MANDATORY REQUIREMENTS (MAY 2006)
- M20. TRAFFICKING IN PERSONS (JUNE 2012)
- M21. SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND PUBLICATIONS (JUNE 2012)
- M.22 LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2013)

M1. 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.

M2. INELIGIBLE COUNTRIES (MAY 1986)

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

M3. NONDISCRIMINATION (JUNE 2012)

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

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

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

M4. AMENDMENT OF AWARD (JUNE 2012)

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

M5. NOTICES (JUNE 2012)

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

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

M6. SUBAGREEMENTS (JUNE 2012)

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

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

M7. OMB APPROVAL UNDER THE PAPERWORK REDUCTION ACT (DEC 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

| <u>Standard Provision</u> | <u>Burden Estimate</u> |
|--|------------------------|
| 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 |

| <u>22 CFR 226</u> | <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.

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

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

b. Ineligible and Restricted Commodities and Services:

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

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

(2) Ineligible Suppliers. Any firms or individuals that do not comply with the requirements in Standard Provision, “Debarment, Suspension and Other Responsibility Matters” and Standard Provision, “Preventing Terrorist Financing” must not be used to provide any commodities or services funded under this award.

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

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

c. Source and Nationality:

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

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.

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

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

- (1) Are presently excluded or disqualified from covered transactions by any Federal department or agency;
- (2) Have been convicted within the preceding three-year period preceding this proposal; been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- (3) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph a.(2); and

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

b. The recipient agrees that, unless authorized by the AO, it will not knowingly enter into any 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.

M10. 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).

M11. 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.

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

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

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

M13. MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE (AUGUST 2013)

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

- (1) Programs, projects, activities, public communications, and commodities partially or fully funded by USAID;
- (2) Program, project, or activity sites funded by USAID, including visible infrastructure projects or other physical sites;
- (3) Technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities, promotional, informational, media, or communications products funded by USAID;
- (4) Commodities, equipment, supplies, and other materials funded by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs; and
- (5) Events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences and other public activities. If the USAID Identity cannot be displayed, the recipient is encouraged to otherwise acknowledge USAID and the support of the American people.

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

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

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

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

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

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

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

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

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

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

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

(4) Impair the functionality of an item;

(5) Incur substantial costs or be impractical;

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

(7) Conflict with international law.

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

(1) Approved waivers “flow down” to 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.

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

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

M14. REGULATIONS GOVERNING EMPLOYEES (AUGUST 1992)

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

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

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

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

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

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

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

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

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

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

M16. USE OF POUCH FACILITIES (AUGUST 1992)

a. Use of diplomatic pouch is controlled by the Department of State. The Department of State has authorized the use of pouch facilities for USAID recipients and their employees as a general policy, as detailed in items (1) through (6) below. However, the final decision regarding use of pouch facilities 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.

M17. TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (AUGUST 2013)

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 reasonable charges normally allowed by the recipient in its regular operations as the result of the recipient organization's written travel policy and are within the limits established by the applicable cost principles.

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

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 sub-agreements, including all sub-awards and contracts, under which this award will finance international air transportation.

M18. OCEAN SHIPMENT OF GOODS (JUNE 2012)

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

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

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

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

Requirements for Voluntary Sterilization Programs

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

Prohibition on Abortion-Related Activities:

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

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

M20. TRAFFICKING IN PERSONS (JUNE 2012)

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

- (1) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this award;
- (2) Procurement of a commercial sex act during the period of this award; or
- (3) Use of forced labor in the performance of this award.

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

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

M21. SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND PUBLICATIONS (JUNE 2012)

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

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

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

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

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

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

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

M. 22 LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2013)

- a) Construction is not eligible for reimbursement under this award unless specifically identified in paragraph d) below.
- b) Construction means —construction, alteration, or repair (including dredging and excavation) of buildings, structures, or other real property and includes, without limitation, improvements, renovation, alteration and refurbishment. The term includes, without limitation, roads, power plants, buildings, bridges, water treatment facilities, and vertical structures.
- c) Agreement Officers will not approve any subawards or procurements by recipients for construction activities that are not listed in paragraph d) below. USAID will reimburse allowable costs for only the construction activities listed in this provision not to exceed the amount specified in the construction line item of the award budget. The recipient must receive prior written approval from the AO to transfer funds allotted for construction activities to other cost categories, or vice versa.
- d) Construction is not eligible for reimbursement under this award
- e) The recipient must include this provision in all subawards and procurements and make vendors providing services under this award and subrecipients aware of the restrictions of this provision.

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

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

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

- RAA2. NEGOTIATED INDIRECT COST RATES - PROVISIONAL (Nonprofit) (APRIL 1998)
- RAA4. EXCHANGE VISITORS AND PARTICIPANT TRAINING (JUNE 2012)
- RAA8. TITLE TO AND CARE OF PROPERTY (COOPERATING COUNTRY TITLE) (NOV 1985)
- RAA9. COST SHARING (MATCHING) (FEBRUARY 2012)
- RAA10. PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (JUNE 1999)
- RAA11. INVESTMENT PROMOTION (NOVEMBER 2003)
- RAA12. REPORTING HOST GOVERNMENT TAXES (JUNE 2012)
- RAA13. FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JUNE 2012)
- RAA17. USAID DISABILITY POLICY - ASSISTANCE (DECEMBER 2004)
- RAA19. STATEMENT FOR IMPLEMENTERS OF ANTI-TRAFFICKING ACTIVITIES ON LACK OF SUPPORT FOR PROSTITUTION (JUNE 2012)
- RAA20. ELIGIBILITY OF SUBRECIPIENTS OF ANTI-TRAFFICKING FUNDS (JUNE 2012)
- RAA21. PROHIBITION ON THE USE OF ANTI-TRAFFICKING FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF PROSTITUTION (JUNE 2012)
- RAA22. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER (OCT 2010)
- RAA23. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (OCTOBER 2010)
- RAA25. ACCESS TO USAID FACILITIES AND USAID'S INFORMATION SYSTEMS (AUG 2013)

RAA2. 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.

RAA4. EXCHANGE VISITORS AND PARTICIPANT TRAINING (JUNE 2012)

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

a. Definitions:

- (1) An **Exchange Visitor** is any host-country or third-country national traveling to the U.S., for any purpose, including Participant Training and Invitational Travel, funded by USAID in whole or in part, directly or indirectly.
- (2) A **Participant** is a host-country or third-country national sponsored by USAID for a Participant Training activity taking place in the U.S., a third country, or in the host country.
- (3) **Participant Training** is a learning activity conducted within the U.S., a third country, or in the host country for the purpose of furthering USAID development objectives. A learning activity takes place in a setting in which an individual (the Participant) interacts with a knowledgeable professional, predominantly for the purpose of acquiring knowledge or skills for the professional or technical enhancement of the individual. Learning activities may be formally structured, such as an academic program or a technical course, or they may be more informal, such as an observational study tour.

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

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

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

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

c. Health and Accident Insurance:

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

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

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

d. Immigration Requirements:

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

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

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

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

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.

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

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

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

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

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

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

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- (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.

RAA9. 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.

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

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

b.

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

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

c.

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

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

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

RAA11. INVESTMENT PROMOTION (NOVEMBER 2003)

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

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

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

RAA12. REPORTING HOST GOVERNMENT TAXES (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: The Mission Controller, USAID/Afghanistan with a copy to the AOR.

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

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

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

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

b. Definitions:

(1) A foreign government delegation is appointed by the national government (including ministries and agencies but excluding local, state and provincial entities) to act on behalf of the appointing authority at the international conference. A conference participant is a delegate for the purposes of this provision, only when there is an

appointment or designation that the individual is authorized to officially represent the government or agency. A delegate may be a private citizen.

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

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

RAA17. USAID DISABILITY POLICY - ASSISTANCE (DECEMBER 2004)

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

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

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

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

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

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

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

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

RAA22. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER (OCT 2010)

a. Requirement for Central Contractor Registration (CCR). Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently, if required by changes in your information or another award term.

b. Requirement for Data Universal Numbering System (DUNS) numbers. If you are authorized to make 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.

RAA23. 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/execomp.htm.)

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

(i) As part of your registration profile at www.bpn.gov/ccr.

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

c. Reporting of Total Compensation of Subrecipient Executives.

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

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

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

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

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

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

(i) To the recipient.

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

d. Exemptions.

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

(1) Subawards, and

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

e. Definitions.

For purposes of this award term:

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

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

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

(3) Subaward:

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

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

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

(4) Subrecipient means an entity that:

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

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

(i) Salary and bonus.

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

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

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

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

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

RAA25. ACCESS TO USAID FACILITIES AND USAID'S INFORMATION SYSTEMS (AUG 2013)

a. A U.S. citizen or resident alien engaged in the performance of this award as an employee, consultant, or volunteer of a U.S organization may obtain access to USAID facilities or logical access to USAID's information systems only when and to the extent necessary to carry out this award and in accordance with this provision. The recipient's employees, consultants, or volunteers who are not

U.S. citizen as well as employees, consultants, or volunteers of non-U.S. organizations, irrespective of their citizenship, will not be granted logical access to U.S. Government information technology systems (such as Phoenix, GLAAS, etc.) and must be escorted to use U.S. Government facilities (such as office space).

b. Before a U.S. citizen or resident alien engaged in the performance of this award as an employee, consultant, or volunteer of the recipient, subrecipient or contractor at any tier may obtain a USAID ID (new or replacement) authorizing the individual routine access to USAID facilities in the United States, or logical access to USAID's information systems, the individual must provide two forms of identity source documents in original form. One identity source document must be a valid Federal or State government-issued picture ID. The recipient must contact the USAID Office of Security to obtain the list of acceptable forms of documentation. Submission of these documents, and related background checks, are mandatory in order for the individual to receive a building access ID, and before access will be granted to any of USAID's information systems. All such individuals must physically present these two source documents for identity proofing at their Security Briefing. All individuals provided access under this provision 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.

c. Individuals engaged in the performance of this award as an employee, consultant, or volunteer of the recipient must comply with all applicable Homeland Security Policy Directive-12 (HSPD-12) and Personal Identity Verification (PIV) procedures, as described above, as well as any subsequent USAID or government-wide HSPD-12 and PIV procedures/policies, including any HSPD-12 procedures established by the Office of Security in USAID/Washington.

d. The recipient is required to include this provision in all subagreements, including subawards and contracts, at any tier made to a U.S. organization/company, that require employees or consultants engaged in the performance of this award to have routine physical access to USAID facilities or logical access to USAID's information systems in order to perform this award.

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

ATTACHMENT D – USAID PARTNER INFORMATION FORM (PIF)

USAID Information Form

| | | |
|--|--|--|
| Part I: Information About Proposed Activities (all parts mandatory) | | |
| 1. Name of the proposed awardee of USAID contract or assistance (Firms must include a copy of applicable, currently valid licenses to do business in Afghanistan) | | |
| 2. Type of proposed award or other assistance (check one): <input type="checkbox"/> Contract or Subcontract <input type="checkbox"/> Grant or Subgrant <input type="checkbox"/> Training <input type="checkbox"/> Equipment <input type="checkbox"/> Other | | |
| 3. US\$ amount and estimated start/end date of proposed award or assistance: Dollar amount: \$ Start: End: | | |
| 4. Purpose of proposed award or assistance: | | |
| 5. Organization proposed to receive award or other assistance: | | |
| a. Name: | | |
| b. Address (include village/town/city, state/county/province, and country): | | |
| c. Telephone: | d. Fax: | e. Email: |
| 6. Information on Key Individuals associated with the organization named in 5 above who are <u>not U.S. citizens or permanent legal residents</u> , or, if no organization is listed, information on each individual to receive cash or in-kind assistance (including technical assistance). Use continuation sheets as necessary. ** = mandatory information. | | |
| A. Name (As in passport or other government-issued photo ID):** | | Government-issued photo ID number, type of ID and country of issuance:** |
| Place of birth** village/town/city: state/county/province: country: | Date of birth:** (Example: 3 May, 1979) | Title in organization (Example: President/Vice President/CFO): |
| Other names used (may include nicknames, pseudonyms not listed under "Name"):** | | Gender:** |
| Current employer and job title: | | Occupation: |
| Address of residence** village/town/city: state/county/province: country: | | Citizenship(s):** (Afghans: Tribal Affiliations, Father's Name and Grandfather's Name) |
| Email: Phone: | Is the individual a U.S. citizen or legal permanent resident?:** Yes <input type="checkbox"/> No <input type="checkbox"/> | |
| Part II: Contractor/Grantee/Recipient Certification: (to be completed by Prime Awardee chief of party, program director or their designee) | | |
| Potential Awardee certifies in submitting this form that it has taken reasonable steps (in accordance with sound business practices) to verify the information contained in this form. Contractor/Grantee/Recipient understands | | |

| | | |
|---|--|------------|
| that the U.S. Government may rely on the accuracy of such information in processing this vetting request. | | |
| Name: | | Signature: |
| Title/Organization: | | Date: |
| Part III: Submission details (to be completed by USG vetting official) | | |
| Vetting request number | | |
| Staff member who initiated request | | |
| Project name | | |
| Date submitted for screening | | |

**USAID Information Form Continuation Sheet for Part I, Section 6: List of Individuals
(Use additional continuation sheets as necessary):**

| | | |
|--|---|--|
| B. Name (As in passport or other government-issued photo ID):** | | Government-issued photo ID number, type of ID and country of issuance:** |
| Place of birth** village/town/city: state/county/province: country: | Date of birth:** (Example: 3 May, 1979) | Title in organization (Example: President/Vice President/CFO): |
| Other names used (may include nicknames, pseudonyms not listed under "Name"):** | | Gender:** |
| Current employer and job title: | | Occupation: |
| Address of residence** village/town/city: state/county/province: country: | | Citizenship(s):** (Afghans: Tribal Affiliations, Father's Name and Grandfather's Name) |
| Email: Phone: | | Is the individual a U.S. citizen or legal permanent resident? ** Yes <input type="checkbox"/> No <input type="checkbox"/> |
| C. Name (As in passport or other government-issued photo ID):** | | Government-issued photo ID number, type of ID and country of issuance:** |
| Place of birth** village/town/city: state/county/province: country: | Date of birth:** (Example: 3 May, 1979) | Title in organization (Example: President/Vice President/CFO): |
| Other names used (may include nicknames, pseudonyms not listed under "Name"):** | | Gender:** |
| Current employer and job title: | | Occupation: |

| | | |
|---|---|---|
| Address of residence** village/town/city: state/county/province: country: | | Citizenship(s):** (Afghans: Tribal Affiliations, Father's Name and Grandfather's Name) |
| Email: Phone: | | Is the individual a U.S. citizen or legal permanent resident? ** Yes <input type="checkbox"/> No <input type="checkbox"/> |
| D. Name (As in passport or other government-issued photo ID):** | | Government-issued photo ID number, type of ID and country of issuance:** |
| Place of birth** village/town/city: state/county/province: country: | Date of birth:** (Example: 3 May, 1979) | Title in organization (Example: President/Vice President/CFO): |
| Other names used (may include nicknames, pseudonyms not listed under "Name"): ** | | Gender:** |
| Current employer and job title: | | Occupation: |
| Address of residence** village/town/city: state/county/province: country: | | Citizenship(s):** (Afghans: Tribal Affiliations, Father's Name and Grandfather's Name) |
| Email: Phone: | | Is the individual a U.S. citizen or legal permanent resident? ** Yes <input type="checkbox"/> No <input type="checkbox"/> |

INFORMATION FORM INSTRUCTIONS

Please provide information for key individuals of all organizations receiving funds from USAID, including grantees, sub-grantees, contractors, and vendors, who work in Afghanistan.

Part I

Question 1 – Self-explanatory

Question 2- Indicate the proposed type of mechanism to be utilized by placing a check mark on the line in front of the appropriate term

Question 3 – Enter the amount of award or assistance (or sub-award) in U.S. dollars and indicate the start and end date of the award (or sub-award) using a mm/dd/yyyy format

Question 4 – Indicate the purpose of the award or assistance. Use additional sheets and attach to page one of the vetting form if necessary

Question 5 a-i – Self-explanatory.

Attach a copy of the relevant, currently valid Afghan business license.

Question 6 - A “**Key Individual**” [means] (i) Any person who exercises effective control of the organization; (ii) a principal officer 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 or vice president); (iv) the program manager or chief of party for the USAID-financed program; (v) any person receiving significant commissions (defined as a

sum, either fixed or a set percentage of the value involved, paid to an agent or person acting in a similar role in the activity involved) or similar earnings from the Award in an amount exceeding \$25,000; and (vi) any other person with significant responsibilities for administration of USAID-financed activities or resources (while a comprehensive list is not possible, this would include any person acting in a role substantially similar to those outlined in (i)-(v). For Private Security Services, this would include leadership roles down to the level of field commanders). Complete for each of these six categories or indicate “N/A” if a category does not apply. Use additional pages as needed. Only Key Individuals who are not U.S. citizens or permanent legal residents need to be submitted. Attach copies of photo ID for each non-U.S. “Key Individual”. In addition, for all non-U.S. Key Individuals in possession of passports, passport copies must be attached.

Note: If a “Key Individual” is a U.S. citizen or permanent legal resident, proof of citizenship or residency must be attached.

Part II

The representative of the prime Awardee (chief of party, program director or their designee) must fill out the form, read the certification and print their name where indicated, sign where indicated, print their title and the name of their organization where indicated, and print the date where indicated.

Part III

This section will be completed by the USG vetting official.

[END OF USAID COOPERATIVE AGREEMENT AID-306-A-14-00005]