



USAID | AFGHANISTAN

FROM THE AMERICAN PEOPLE

July 10, 2014

Mr. Michael Deal
Executive Director and CEO
Volunteers for Economic Growth Alliance (VEGA)
1726 M Street, NW Suite 800
Washington, DC 20036 USA

Subject: Associate Cooperative Agreement No. AID-306-A-14-00010 – Capacity Building and Change Management Program – II (CBCMP-II)

Dear Mr. Deal:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development, (hereinafter, referred to as “USAID” or “Awardee”) hereby provides to Volunteers for Economic Growth Alliance (VEGA) (hereinafter referred to as “Recipient”) the sum set forth in Section A.3 of this Award to provide support for the program described in Attachment B of this Award entitled "Program Description."

This Award is effective as of the date of this letter and shall apply to commitments made by the Recipient in furtherance of program objectives for the period described in Section A.2 of the Schedule. USAID shall not be liable for reimbursing the Recipient for any costs in excess of the obligated amount.

This Award is made to the Recipient on condition that the funds will be administered in accordance with the terms and conditions as set forth in the attachments listed under my signature below, which together constitute the entire Award document, and to which your organization has agreed.

Please sign a copy of this letter to acknowledge your receipt of this Award, and return the signed copy to Kathlyn Bryant, Agreement Officer at Kbryant@usaid.gov with a copy to Acquisition and Assistance Specialist, Sajia Tokhi at Stokhi@state.gov.

Sincerely,

Kathlyn Bryant
Agreement Officer

Capacity Building and Change Management Program – II (CBCMP-II)
Associate Cooperative Agreement No. AID-306-A-14-00010

Attachments:

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

ACKNOWLEDGED:

BY: Michael Deal
TITLE: EXECUTIVE DIR & CEO
DATE: 7/8/14

ATTACHMENT A- SCHEDULE

A.1 PURPOSE OF AWARD

The purpose of this three-year Associate Cooperative Agreement is to provide support for the program described in Attachment B entitled “Program Description.”

A.2 PERIOD OF AWARD

1. The effective date of this Award is the date of the cover letter. The estimated completion date of this Award is July 9, 2017.

A.3 AMOUNT OF AWARD AND PAYMENT

1. The total estimated amount of this Award for the period shown in A.2.1 above is \$19,999,989.29.
2. Funds obligated hereunder, are anticipated to be sufficient through approximately July 9, 2015. The recipient is authorized to continue expending obligated funds, if available beyond that date, but not after the estimated completion date set forth in this agreement.
3. USAID hereby obligates the amount of \$6,520,000 for program expenditures during the first year of the period set forth in A.2 above and as shown in the Budget below. The Recipient will be given written notice by the Agreement Officer if additional funds will be added. USAID is not obligated to reimburse the Awardee for the expenditure of amounts in excess of the total obligated amount.
4. Payment will be made to the Recipient by Letter of Credit in accordance with procedures set forth in 22 CFR 226
5. Until such time as the obligated amount shall equal the total estimated amount of this Award, additional increments of funds may be obligated by USAID through a unilateral modification to this Award, subject to availability of funds, successful performance by the Recipient, possible evaluation of the program, program priorities at the time, and the requirements of 22 CFR 226.25.

A.4 AWARD BUDGET

The following is the Award Budget, including local cost financing items, if authorized. Revisions to this budget shall be made in accordance with 22 CFR 226.

a. Budget table

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.

No.	REPORT	DESCRIPTION AND DUE DATE
e.	Quarterly Financial Reports (SF 425)	<ul style="list-style-type: none"> Submitted electronically within 30 calendar days after the close of each US Government fiscal year quarter (i.e. 1st quarter ends on 31 December, 2nd quarter ends on 31 March, 3rd quarter ends on 30 June, and 4th quarter ends on 30 September) to the AOR.
f.	Closeout Plan	<ul style="list-style-type: none"> To be submitted electronically to the AOR within 90 calendar days prior to award completion.
g.	Final Program Report	<ul style="list-style-type: none"> Draft - To be submitted electronically to the AOR 30 calendar days prior to award completion. Final – To be submitted 90 calendar days after award completion
h.	Ad-hoc Reports	<ul style="list-style-type: none"> Submitted electronically upon request by the AO and or AOR in writing and based on deadlines established by the AO/AOR

Detailed description of required reports:

Annual Work Plans

Initial Annual Work Plan (Year 1)

The Applicant should consult with partners, those USAID/Afghanistan projects that support or are supported by this Program Description, and stakeholders (government and private sector) according to each objective outlined in this Program Description to develop a detailed draft Work Plan. The first work plan shall cover the period from the effective date of award through twelve (12) months. USAID/Afghanistan will review the detailed draft Work Plan and provide comments. USAID/Afghanistan may also request additional activities to be incorporated into the Recipient’s Work Plan.

The Work Plan should include major activities that will be undertaken, the rationale behind these activities, anticipated results of these efforts and how they will be measured, any outside technical assistance that will be required to complete the activity, and a timeframe for when activities will commence and end. The planned activities must be arranged by the overall objectives of the Program Description and further broken down by sub-activities and tasks and by geographic location. Details of collaboration with other USAID and non-USAID partners should also be included.

The Work Plan should also provide an exit strategy in which the Applicant details the approaches, steps and activities that will be undertaken to ensure that project results will be sustained after the end of the project.

The Applicant is required to submit both Branding Strategy and Marking Plan with the first work plan.

Subsequent Annual Work Plans (Years 2 &3): Shall contain the same information as described above covering the future program implementation year.

Performance Management Plan/Monitoring and Evaluation (M&E) Plan

The Applicant submitted an illustrative plan with its application and a detailed draft M&E plan. The M&E Plan consists of a Performance Management Plan (PMP) and a Knowledge Management and Learning (KM&L) Plan.

To ensure optimal project performance, it is required that the applicant submit after award a final Performance Management Plan (PMP) for USAID review. The applicant will also provide periodic performance reports summarizing progress of major activities as related to the requirements of the agreement, indicating any problems encountered, and proposing remedial actions as appropriate. The applicant will submit a PMP which details how the project will be monitored and inform USAID on outputs and activities and verify that project staff is mentoring and providing on-the-job training but is not doing the work that should be performed by MAIL staff.

The PMP must reflect the Development Objective and Intermediate Results of the Mission’s Agricultural PMP. A list of indicators will be provided to CBCMP-II by USAID/Afghanistan. In addition, the recipient will be required to collect baseline data for all appropriate indicators. Agreement will be reached between the awardee and AOR as to how data for these indicators will be tracked to ensure consistency.

Understanding the critical need to routinely verify and monitor data reported across its entire portfolio for timely, informed programmatic management and decision making, USAID will apply a flexible, multi-layer approach (see table below) to performance monitoring.

Project Monitoring Actors	
Tier 1	Technical Project AOR
Tier 2	Technical Project Implementing Partner
Tier 3	GIRoA
Tier 4	Local Organizations (e.g., Civil Society, Cooperatives)
Tier 5	Monitoring Contracts: Monitoring Support Project (MSP) , EQUALS, MISTI

Based on approved performance indicators and targets, Chief of Mission (COM) site visits are anticipated in Kabul to verify data reported and monitor activities periodically. To ensure verification and monitoring of reported project activities in areas of Afghanistan that may be logistically challenging for COM travel, USAID may rely on supplemental monitoring from external contractors. This may include methods such as site visits by monitoring partners, mobile surveys with beneficiaries, and/or photographic documentation. AORs will validate and analyze data provided by all partners, including any additional information supplemented by host government or other donors. A midterm and final performance evaluation will be required.

Final PMP: A final PMP will incorporate USAID comments and will be approved following submission. The PMP should track a set of required and standard indicators in accordance with the Foreign Assistance Framework. In addition to these required and standard indicators, the recipient should propose additional indicators that measure program outcomes, as noted in the Program Description. Custom indicators are also encouraged that will help the partner to better monitor and evaluate its interventions.

Knowledge Management and Learning (KM&L) Plan: The KM&L Plan should be developed in relation to the PMP in order to capture the “why” behind the obtained outcomes and results.

The M&E Plan:

Shall cover the entire period of performance of this Award and may be adjusted based on any changes in planned activities. Requires USAID approval.

Should provide for each indicator proposed in the PMP a brief narrative will include the following:

Data collection method

Data reliability and timeliness (i.e., intrinsic data quality);

Indicator validity (i.e., the relationship between the indicator and the desired output or result)

Shall clearly stipulate how and when baselines will be established.

Shall include relevant indicators to measure performance annually and at the end of the program, with baselines and targets for each indicator.

Quarterly Progress Reports

The Recipient will use USAID/Afghanistan’s Quarterly Report template (ref. OAA-IP-2013-005 April 2014, Template for the Submission of Quarterly Reports) as provided as attachment E.

Contents:

Shall be no longer than 20 pages summarizing, at minimum: (1) progress to date, per the agreed-upon deliverables; (2) identification of specific problems and delays and recommendations for adjustments and corrective action; (3) outcomes of any high-level meetings held and field visits; (4) planned activities for the next reporting period; (5) assessment of the validity and efficacy of progress against the objectives and results; (6) progress on gender and environmental compliance, including but not limited to issues arising.

The recipient shall submit at least two “Success Stories” per quarter beginning the second year of project implementation, highlighting project successes. These one to three page success stories will be used for USAID’s communication needs, including speechwriting, newsletters, media interviews and public outreach. The recipient shall also produce a 2-3 minute video clip on success stories or any other major project events that can show case the project activities to a broader audience.

The fourth quarter report should be an annual report with a descriptive analysis of activities conducted during that USG fiscal year, a quantitative and/or qualitative description of actual achievements versus planned activities for the year, in both narrative and in data performance table formats. The data performance table should include accomplishments for the fiscal year against that year’s targets.

The recipient will provide USAID/Afghanistan with an electronic copy of the products -- studies, trip reports, technical reports -- of all short-term consultants financed under the agreement.

Financial Reports

The Applicant shall comply with the financial reporting requirements in accordance with 22 CFR Part 226. The Office of Management and Budget has mandated the use of a new government-wide Federal Financial Report (FFR), the SF-425. In accordance with 22 CFR Part 226.52, the Standard Form (SF) 425 shall be required on a quarterly basis. The Applicant shall submit these forms in the following manner:

The SF 425 must be submitted via electronic format to the U.S. Department of Health and Human Services (DHHS): (<http://www.dpm.psc.gov>).

The SF 425 shall be submitted to the Agreement Officer’s Representative (AOR) with one copy to the Agreement Officer.

In accordance with 22 CFR 226.70-72, the original and two (2) copies of all final financial reports shall be submitted to Bureau for Management/Office of Financial Management/Cash Management and Payments Division (M/FM)/CMP), Letter of Credit (LOC) Unit, USAID/Washington, the Agreement Officer (if requested) and the Agreement Officer’s Representative (AOR).

Quarterly Financial Reports (SF 425)

Shall include a report on expenditures accrued during the report period and projected accrued expenditures for the next quarter, against award line items.

The July-September Quarterly Financial Report will constitute the Annual Financial Report.

Closeout Plan

The Recipient will submit a closeout plan for AOR approval prior to award completion. The plan shall include a) draft property disposition plan, b) plan for the phase-out of in-country operations, c) delivery schedule for all reports or other deliverables required under the agreement, and d) timetable for completing all required actions in the closeout plan, including the submission date of the final property disposition plan to the Agreement Officer

The recipient will submit to the AOR & AO for approval a closeout plan that will include, but will not be limited to, the following:

Dates for activity completion;

A property disposition plan for the recipient in accordance with award requirements, which must be approved by the agreement officer;

A schedule to address office leases, bank accounts, utilities, cell phones, personnel notification, outstanding payments, household shipments, vehicles; phone subscriptions, etc.;

Dates for the receipt of all final liquidations and required reports;

Report on the estimated amount of funds required for the completion of the award;

Report on compliance with all local labor laws, tax clearances, and other appropriate compliance matters.

Final Report

The final report shall be electronically sent to the AOR. The final report shall meet the requirements set forth in 22 CFR 226. It shall cover the entire period of the award and include the cumulative results achieved, an assessment of the impact of the program, lessons learned and recommendations, notable impacts, and detailed financial information. It should be grounded in evidence and data. A copy of the final results shall be filed with the Development Experience Clearinghouse at:

<https://dec.usaid.gov/dec/home/Default.aspx> or <http://www.DocSubmit@usaid.gov>.

Mailing Address

Development Experience Clearinghouse (DEC)

USAID Knowledge Service Center

M/CIO/ITSD/KM

1300 Pennsylvania Avenue, NW

Ronald Reagan Building (RRB) M.01-10

Washington, D.C. 20523-6100

Contact Information

Telephone: (202) 712-0579

E-mail: docsubmit@usaid.gov

The Final Report shall contain the following information, covering the full period of the proposed Award:

- Award Number;
- Award Title;
- Recipient's Name;

- Author's Name(s);
- An executive summary of the accomplishments and results achieved;
- An overall description of the activities and accomplishments;
- A summary of problems/obstacles encountered during implementation;
- An assessment of the performance in accomplishing the project's objectives;
- Significance of these activities;
- Description of impact and expected sustainable results;
- Cumulative data for numerical targets, which comparisons to baseline;
- List of project documents and other reference materials related to the project, including sources of information
- Findings; and
- Comments and recommendations.

Ad-hoc Reports

Submitted electronically upon request by the AO and or AOR in writing and based on deadlines established by the AO/AOR. USAID (the AO or AOR) may require additional reports from the Recipient on an ad-hoc basis. Examples of ad-hoc reports include responses to inquiries from USAID/Washington and reports to share with local stakeholders such as MAIL. Such reports may be required in Dari, Pashtu, and English.

A.7.3 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.8 SUBSTANTIAL INVOLVEMENT

USAID anticipates a strong and close working partnership with the implementing partner for the proposed Award. USAID will exercise substantial involvement, in accordance with the Leader Award provision

and ADS 303.3.11. USAID substantial involvement during the implementation of this award shall be limited to the elements listed below:

1. Approval of the following anticipated Key Positions:
 - i. Chief of Party (COP)
 - ii. Deputy Chief of Party (DCOP) – 1/ Senior Institutional Building Expert
 - iii. Deputy Chief of Party (DCOP) – 2/ Senior Public Finance & Expenditure Management (PFEM) Expert
 - iv. Director of Communication
 - v. Director of M&E
2. Approval of Recipient's selection of sub awards
3. Approval of Annual Work Plans and Performance Management Plan (PMP). Any significant changes to the approved Work Plan and Performance Management Plan shall require additional approval.

A.9 KEY PERSONNEL

The key personnel positions for performance of this Associate Cooperative Agreement are as follows:

Chief of Party (COP)
Deputy Chief of Party (DCOP) – 1/ Senior Institutional Building Expert
Deputy Chief of Party (DCOP) – 2/ Senior Public Finance & Expenditure Management (PFEM) Expert
Director of Communication
Director of M&E

The positions specified above are considered to be essential to the work being performed hereunder. The key personnel for these positions will be approved by separate administrative letter issued by the Agreement Officer reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement shall be made by the Recipient without the written consent of the Agreement Officer.

A.10 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for the procurement of services and commodities for the CBCMP-II Program is **937**

A.11 RESTRICTIONS ON FUNDING FOR LAW ENFORCEMENT

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

A.12 SPECIAL PROVISIONS

A.12.1 INTERNATIONAL TRAVEL AND TRANSPORTATION

The Agreement Officer hereby provides prior written approval for travel identified in the Recipient’s cost application provided that the Recipient obtain the AOR’s written concurrence as set forth in M17. Travel and International Air Transportation (August 2013). This approval is for travel by lowest economy class airfare. The Recipient shall retain for audit purposes a copy of each travel concurrence.

A.12.2 USAID BRANDING AND MARKING

Branding Strategy

Submit a Branding Strategy that describes how the program or activity is named and positioned, how it is promoted and communicated to beneficiaries and cooperating country citizens, and identifies all donors and explains how they will be acknowledged. USAID will not competitively evaluate the proposed Branding Strategy. The Agreement Officer will review the proposed Branding Strategy for adequacy to ensure that it:

Contains the required information on naming and positioning the USAID-funded program or activity; promotes and communicates to cooperating country beneficiaries and citizens that the USAID-funded program or activity is “from the American People;” is consistent with the stated objectives of the Award; the Apparently Successful Applicant’s cost data submissions; the Apparently Successful Applicant’s activity or program performance plan; and the regulatory requirements set out in 22 CFR 226.91.

Marking Plan

Submit a Marking Plan that will detail the public communications, commodities, and project materials intended to visibly bear the USAID identity.

The Standard Provisions entitled “Branding Strategy - Assistance (December 2005),” “Marking Plan - Assistance (December 2005),” and “Marking under USAID-Funded Assistance Instruments (December 2005),” which provide detailed information about the Branding Strategy and the Marking Plan is included in this agreement.

The Recipient, within 60 days, is required to submit both Branding Strategy and Marking Plan documents in Microsoft Word format. The AOR and Agreement Officer will review both documents to ensure that they meet USAID requirements.

A.12.3 GENDER CONSIDERATIONS

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 must integrate assistance to women into all stages of development, planning, programming and implementation as a part of this assistance program, even if such integration requires separate but equitable programming approaches. Such integration shall focus on Afghan-led programs directly aligned with any or all the three pillars of development outlined in the National Action Plan for the Women of Afghanistan (NAPWA): 1) Security; 2) Government, Rule of Law, and Human Rights,

including leadership and political participation); and 3) Economic and Social Development. The Recipient must establish the necessary accounting and management systems to separately track and report to USAID fiscal year expenditures under the Agreement supporting issues of gender equality and women and girls as direct beneficiaries during each fiscal year of the Agreement.

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

A.12.4 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002):

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

A.12.5 NON-FEDERAL AUDITS:

In accordance with 22 C.F.R. Part 226.26 Recipients and subrecipients are subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 U.S.C. 7501–7507) and revised OMB Circular A–133, “Audits of States, Local Governments, and Non-Profit Organizations.” Recipients and subrecipients must use an independent, non-Federal auditor or audit organization which meets the general standards specified in generally accepted government auditing standards (GAGAS) to fulfill these requirements.

A.12.6 SECURITY:

The Recipient shall comply with all Government of the Islamic Republic of Afghanistan (GIROA) and U.S. Government civilian/military agency security policies and orders 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.12.7 HOST COUNTRY TAXES AND DUTIES:

Reference Mission Notice 184, dated October 2, 2013 regarding how to get exemption letter, the Recipient is advised that equipment, materials, and funds introduced into Afghanistan under the USAID program are exempt from customs duties and taxes of every kind. Accordingly, and in accordance with the applicable U.S. Government cost principles (see 22 CFR 226.27), such costs are unallowable and may not be charged to this Award or paid with funding provided hereunder. If the Recipient is assessed any such charges, the Recipient shall bring the proposed assessment to the immediate attention of the Agreement Officer and USAID/Kabul.

A.12.8 SPECIAL PROVISION FOR PERFORMANCE IN AFGHANISTAN:

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.12.9 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.12.10 HOMELAND SECURITY PRESIDENTIAL DIRECTIVE (HSPD-12):

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.12.11 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.12.12 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 (e) below is also provided.

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

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

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

- (i) Subsidiaries of the awardee;
- (ii) Members of a joint-venture, provided the joint venture is either the awardee or otherwise a "tier" hereunder;
- (iii) Employment awards for a single individual, provided that such individual issues no further sub-awards;

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

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

(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.12.13 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.12.14 GENDER INTEGRATION REQUIREMENTS:

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

1. The total number of women and girls supported through the agreement on a quarterly basis through Afghan Info;
2. Number of women accessing basic services, including education and health;
3. Number of interventions leading to increased employment and economic opportunities for women, as well of number of beneficiaries;
4. Number of interventions resulting in increased participation of women in government and civil society;

5. Number of activities supporting legal rights and public access for women; and, outcomes for women who have benefited from the agreement. The Recipient shall refer to USAID/Afghanistan's comprehensive Performance Management Plan (PMP) for complete list of gender indicators. To the extent possible, indicators applicable to the agreement will be disaggregated by gender.

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 sex.

A.12.15 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 appendix B. 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 USA ID-financed program; and (v) any other person with significant responsibilities for administration of USAID financed activities or resources.

(c) The requirements of paragraph (a) of this clause must be completed at prior to the Government's acceptance of the 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:

The 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.treasury.gov/ofac/downloads/t11sdn.pdf>, 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://www.un.org/sc/committees/1267/pdf/AQList.pdf>: 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.treasury.gov/ofac/downloads/t11sdn.pdf>.

(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.12.16 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-14-FEB-AFG-0028 included under (Attachment E) 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, and all Annual Work Plans thereafter, 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.

A.13 TITLE TO PROPERTY

Title to and care of property shall be vested with the recipient during the life of the award, subject to federal regulations stated in 22 CFR 226.

The recipient must ensure that the regulations in 22 CFR 226.30 – 226.37 on property standards are followed.

ATTACHMENT B – PROGRAM DESCRIPTION

1. Overview

USAID/Afghanistan has identified strengthening the agricultural research and extension services as an important program component in advancing USAID's development assistance objectives in the agriculture sector. Through strengthening the technical skills of extension and research professionals in applied research and extension service delivery methods and through on-farm demonstration sites, it is envisioned that the farmers will receive the appropriate extension services enabling them to increase their production. However, the Ministry of Agriculture, Irrigation, and Livestock (MAIL) has limited administrative and technical capacity that has hampered effective delivery of agricultural services to afghan farmers and herders. This in turn has significantly reduced MAIL's capacity for on budget planning and execution, and does not meet the United States Government (USG) assessment requirements for Host Country Contracting (HCC). Moreover, the communication between MAIL, Directorate of Agriculture, Irrigation, and Livestock (DAIL), and the District Agriculture Offices (DAOs) is weak to successfully deliver, through enhanced research and extension, agriculture services to farmers and herders. It is, therefore, the intent of USAID and other donors that MAIL becomes capable of receiving and utilizing direct funding by strengthening the Finance and Accounting, Procurement and Contracts, Administration and the Human Resources Directorates. Strengthening these directorates will have an enormous impact in achieving agricultural development goals, specifically in facilitating the research and extension service delivery activities.

In order to address these challenges, USAID seeks a coherent capacity building program with strong coordination and collaboration between administrative, finance, human resources, and technical directorates. Over the past three years, a USAID funded USDA managed Capacity Building and Change Management Program (CBCMP) has been working to build the capacity of MAIL and DAILs to design, procure, account for, and report on how financial, capital and human resources provided through both donor and government funding are performing and being utilized. This program was implemented by the International Executive Service Corps (IESC) under the Volunteers for Economic Growth Alliance (VEGA) Leader With Associate (LWA) mechanism. However, the existing interagency agreement between USAID and USDA will not be renewed resulting in the end of the program in June 2014. Consequently, USAID/Afghanistan intends to award a new Cooperative Agreement with VEGA through the existing LWA mechanism from late summer 2014 for three years.

The support for a second phase of CBCMP is planned with a goal of strengthening the linkages between the MAIL and the DAILs to effectively deliver, through enhanced research and extension, agriculture services to farmers and herders. CBCMP-II will closely coordinate its activities with other USAID funded research and extension activities to support this mutually-beneficial activity related to improve the research and extension service delivery in Afghanistan. This collaboration will be a high priority for USAID, hence CBCMP-II will emphasize on joint planning to begin soon after the award has been made. While CBCMP-II will focus on Capacity Building and Change Management on the Administrative aspects of Extension, Research and Irrigation, other USAID funded projects on the other hand will continue to focus on Research and Extension.

CBCMP-II will be a reorientation and refocusing of the program on Extension, Research, Irrigation and other support Directorates to ensure USAID efforts to build MAIL capacity to deliver services to farmers is coherent and complementary.

2. Relationship to Mission Strategic and Results Framework and Support to Regional Priorities and Requirements

The program is designed to support the USAID/Afghanistan 10-Year Transformation Strategy Development Objective 1- “Foundation Created for Sustainable Agriculture-Economic Growth”, by contributing to the achievement of the Intermediate Result (IR) 1.2- “Vibrant and Prosperous Agriculture Sector Developed” and associated sub-IR 1.2.3, “Public and Private Agriculture Service Delivery Strengthened.” CBCMP-II will also help the Government of the Islamic Republic of Afghanistan (GIROA) and USG meet USG Assistance Objectives as listed in the US Mission Foreign Assistance framework for Afghanistan. This includes Sub IR 1.2.3: “Public and Private Agricultural Service Delivery Strengthened.”

3. Relationship to GIROA and Other Donor Programs

CBCMP-II is fully aligned with the Afghan Government National Priority Program (NPP) Number One, Improved Agricultural Production and Farm Economics. It is also aligned with the objectives of Afghanistan’s National Agricultural Development Framework, specifically agricultural production and productivity and natural-resource management. The program will support the U.S. Government agricultural strategy for Afghanistan by contributing to building a sustainable, thriving agricultural economy through improved agricultural research and extension.

CBCMP-II’s approach to building the capacity at the MAIL and District levels will involve assisting MAIL in the recruitment of qualified Afghan staff at MAIL, DAILs, and District levels. This focus is in line with the National Priority Programs (NPPs) of the GIROA for Governance and Agriculture. It also helps the USG meet its commitment to channel at least 50% of its assistance funds through the GIROA’s core budget while the GIROA achieves the necessary reforms to strengthen its public financial management systems, reduce corruption, improve budget execution, and increase revenue collection to finance key NPPs, in accordance with the London Conference and Kabul Conference communiqués. It also supports the USG’s intention to progressively align its development assistance behind the NPPs with the goal of achieving 80% of alignment within the next two years.

4. Project Description

A. CBCMP-II Goal

The goal of CBCMP-II is to strengthen the human and institutional capacity of MAIL and the DAILs to effectively deliver agricultural public services to farmers and herders. This includes strengthening the linkages between MAIL and DAILs. The Project will focus on key Directorates and 20 DAILs and 50 District Offices.

B. CBCMP-II Objectives

Objective I: Prioritize and strengthen support functions in MAIL’s directorates of Finance and Accounting, Monitoring and Evaluation (M&E), Procurement and Contracts, Administration and Human Resources that are most important to MAIL performing its core mandate and effectively supporting research and extension services. Develop and execute a plan for sustaining these capacity building gains.

Objective II: Strengthen Provincial DAILs’ capacity to prioritize, plan, program, budget, secure approval and resources to support extension services rendered by provincial DAILs and District Agriculture Offices (DAOs) and to comply with program and financial reporting requirements for MAIL.

Objective III: Prioritize and deepen capacity building of Directorates essential to MAIL’s capacity to carry out Extension, Research and Irrigation services and compliment the work being done by AAEP-I on developing clear guidelines for cooperation and collaboration.

Objective IV: Assist MAIL to transition its long-term capacity building program to the World Bank funded Capacity Building for Results (CBR) Program.

Objective V: Strengthen MAIL’s capacity to coordinate activities of USAID funded programs like the Regional Agriculture Development Programs (RADPs) to improve agricultural production and productivity and to regenerate Afghan agriculture businesses.

C. CBCMP-II Activities

Objective I: Prioritize and strengthen support functions in MAIL’s directorates of Finance and Accounting, Monitoring and Evaluation (M&E), Procurement and Contracts, Administration and Human Resources that are most important to MAIL performing its core mandate and effectively supporting research and extension services. Develop and execute a plan for sustaining these capacity building gains.

Illustrative Activities:

1. Review and implement the remaining Ernst and Young (E&Y) and USAID’s Office of Financial Management (OFM) recommendations for strengthening MAIL systems.
2. CBCMP-II in coordination with Ministry of Finance (MOF), Independent Administrative Reform and Civil Service Commission (IACSC), World Bank, UNDP and other national and international stakeholders, will provide training in current public finance and public administration policies at all levels of MAIL.
3. On the job training of MAIL and DAILs staff in planning at the sub national levels.
4. On the job training of MAIL staff at sub-national levels to operationalize Provincial Budgeting Policy with particular focus on female beneficiary.
5. On the job training of the Market Information Systems and Geographic Information Systems Directorates staff to collect, collate, and analyze data from projects, DAILs and Districts and provide data to MAIL leadership to be able to make evidence based decisions.
6. Train the male and female staff of MAIL and DAILs in M&E activities.
7. Close the communication gap between DAILs and MAIL through establishment of a regular reporting mechanism.

Expected Results

- 80% MAIL staff trained in required skills by the end of the project
- 80% of MAIL female staff trained in required skills
- Ernst and Young and OFM recommendations fully established and operationalized
- 80% increased utilization rate of developmental budget by relevant MAIL directorates,
- Increased foreign direct assistance processed and managed directly by MAIL, and
- 80% increased disbursement of MAIL's development assistance budget to sub-national levels

Objective II: Strengthen Provincial DAILs’ capacity to prioritize, plan, program, budget, secure approval and resources to support extension services rendered by provincial DAILS and District Agriculture Offices (DAOs) and to comply with program and financial reporting requirements for MAIL.

Illustrative Activities:

1. Embed well-educated and highly qualified local professionals at target DAILs and Districts Agriculture Offices (DAOs) who will work as mentors and provide on the job training to civil servants.
2. Provide the right modern tools/equipment, professional working environment, and support to the civil servants so they can succeed in performing their jobs at a high level.
3. Implement additional automated systems and provide trainings at DAILs and district levels in close coordination with MAIL.
4. Install systems for the budgeting process, accounting and finance, procurement and contracts, facilities, asset management and inventory control, HR management and payroll, and risk-based internal audit throughout the various Ministry levels.
5. Provide extensive on the job training to DAIL and District civil servants and also provide integrated classroom style trainings at seminars at the regional and central level.
6. Provide training abroad to top management at all three levels of government as well as to lower level civil servants.
7. Provide English and computer training to DAILs and District-level civil servants through local universities.
8. Work closely with the Information Communication Technology (ICT) directorate at MAIL and ICT specialists at DAILs to provide internet services to all DAOs where CBCMP will work.

Expected Results

- 500 DAILs and district civil servants trained or mentored in new techniques
- 50 DAOs utilizing automated systems
- 50 DAOs with increased average bandwidth speed connection
- 20 DAILs with approved realistic work plans
- % increase in targets achieved on Scorecards established to assess progress on CB and CM in Key Directorates, DAILs and Districts
- # of business processes in targeted directorates and DAILs and DAOs assessed and recommended for approval
- % of civil servants using time keeping and attendance system
- # of scorecards/organizational alignment reports developed for DAOs, Directorates and DAILs by civil servants working with change agents
- 50 civil servants upgraded their technical competencies through a degree/certificate programs
- 50% MAIL/DAILs/DAOs team efficiently using computers
- A reporting and feedback mechanism developed that ensures regular reporting from DAOs to DAIL and DAILs to MAIL

Objective III: Prioritize and deepen capacity building of Directorates essential to MAIL's capacity to carry out Extension, Research and Irrigation services and compliment the work being done by AAEP-I developing clear guidelines for cooperation and collaboration.

Illustrative Activities:

1. On the job training of the Deputy Minister's Technical offices staff for greater engagement in national planning processes and linking MAIL priorities with relevant Tokyo Mutual Accountability Framework (TMAF), Tokyo Self Reliance paper (World Bank) priorities and MAIL Gender Strategy.
2. Validate and ensure that MAIL's Extension Directorate has a system for regular monitoring and reporting of extension workers and is implemented by civil servants.
3. Mentor MAIL's Extension Directorate staff to adopt and sustainably disseminate AAEP's training model to extension workers.

4. Mentor MAIL's Research and Extension Directorates staff in scaling up evidence based applied research and extension activities.
5. On the job training of MAIL staff to track the adoption of extension services by farmers at the DAILs level.
6. Organize regular meetings and working groups to facilitate the development of memoranda of understanding (MOUs) between MAIL's Extension and Research Directorates and other Agriculture stakeholders, e.g., the Faculties of Agriculture within the Ministry of Higher Education.
7. On the job training in improving the Research and Extension Directorates work plan development processes through regularly planned updates and institutionalization of AAEP activities.
8. On the job training of DAILs staff in monitoring of DAOs activities.
9. On the job training for consultative planning and implementation of projects involving DAOs.
10. On the job training of DAILs staff for collecting and reporting on activities/indicators to MAIL;
11. Lead implementation of four pillars of CBCMP-II at the DAOs in their respective provinces.
12. On the job training of the staff of Irrigation and Natural Resource Directorates to plan and execute their administration functions leading to full utilization of their developmental budget at the national and provincial levels.

Expected Result

- 90% Increase in execution of regular monitoring of extension workers in the Extension Directorate
- A coordination mechanism for agribusiness stakeholders established and operationalized
- 380 extension related projects developed by DAILs and Districts and approved by MAIL or donors extension projects
- 240 coordination events held in DAILs and DAOs

Objective IV: Assist MAIL to transition its long-term capacity building program to the World Bank funded Capacity Building for Results (CBR) Program.

Illustrative Activities:

1. Develop and implement a robust M&E system through civil servants to track achievement of MAIL objectives.
2. Develop a system to track progress on CBR program support to MAIL.
3. Develop the parameters for a Management Internship program in MAIL with particular focus on female.
4. On the job training of MAIL staff in developing scopes of work for proposed CBR positions.
5. On the job training of MAIL staff in identifying key positions for which recruitment needs be prioritized.
6. Train new CBR recruits in CBCMP's four-pillar methodology for organizational development.
7. On the job training of CBR recruits in continued implementation of CBCMP's four-pillar methodology, until it is completely taken over by MAIL and DAILs.
8. Develop a training road map for civil servants.
9. On the job training of MAIL staff in identifying training resources locally and regionally, and
10. On the job training of staff in developing an orientation program for new CBR recruits.

Expected Results

- 300 CBR positions recruited and filled by MAIL
- 200 CBR recruits trained in CBCMP's four-pillar methodology
- 80% increase in CBR recruits capacity to implement CBCMP's four-pillar methodology

Objective V: Strengthen MAIL’s capacity to coordinate activities of USAID funded programs like the Regional Agriculture Development Programs (RADPs) to improve agricultural production and productivity and to regenerate Afghan agriculture businesses.

Illustrative Activities:

1. On the job training of MAIL staff to lobby for and implement policies to create an ‘agricultural enabling environment’ for agribusinesses and develop a policy and strategy document for private sector development in agriculture.
2. On the job training of MAIL staff to set up coordination mechanism for agriculture business stakeholders including cooperatives, private businesses, traders and USAID/other donor programs.
3. On the job training of MAIL staff to organize annual agriculture fairs in cooperation and collaboration with other private and public stakeholders.

Expected Results

- Procedures aligned with MAIL and donors priorities for national planning and programs coordination developed and implemented
- formal coordination meetings/events organized through established mechanisms for agriculture business stakeholders including cooperatives, private businesses, traders and USAID/other donor programs

D. Mobilization and Implementation Plan

Implementation plan: The principal functions in MAIL’s directorates of Finance and Accounting, M&E, Procurement and Contracts, Administration and Human Resources are complex but most important to MAIL performing its core mandate and effectively supporting research and extension services requiring meticulous implementation planning. It is, therefore, imperative that the applicant’s strategy and program of interventions in its implementation plan clearly show priority constraints and interventions that have the greatest potential to strengthen the capacity of the MAIL and DAILs to effectively design, procure, account for, and report on how financial, capital and human resources provided through both donor and government funding are performing and being utilized.

The implementation plan should also indicate how CBCMP-II will develop and test indicators to assure that they meet requirements for validity, reliability, timeliness, precision, and integrity. Rapid appraisals or similar types of assessments will be needed to establish baselines and targets for indicators identified in the PMP. The data collection process and tools to be used and proposed plans for periodic evaluations, assessments, studies, etc. shall also be included in the implementation plan. USAID will conduct periodic data quality analysis to ensure quality systems are in place. Wherever possible and appropriate, the Implementation Plan will be presented in tabular and/or graphical forms that portray how this program will be implemented over time, affording an executive audience an immediate sense of the implementation period.

Rapid Mobilization Plan: This will be a highly visible program with expectations that program startup and implementation will begin quickly. CBCMP is the most focused USG program at MAIL which has traction and is supported by both the MAIL Minister and senior leadership. There may be a political leadership change in GIROA within two to three months of the signing of this cooperative agreement. With a change in political leadership, all the gains made by CBCMP-I could be seriously undermined. It is, therefore, critical that reforms initiated at MAIL are sustained and that there is a degree of transitional stability between this regime and the next. This will ensure that the USG focus in MAIL is maintained and in the Agriculture sector in this period of transition. MAIL/DAILs and USAID will seek CBCMP-II development impact to directly contribute to or complement the achievement of Afghanistan transition

objectives. If CBCMP-II does not start operation immediately after the signing of this cooperative agreement, there will be a serious gap in support at this critical stage to MAIL.

It is in the strategic interests of the USG and the Afghan Government that this program be mobilized immediately to ensure reforms initiated are further institutionalized, deepened down to the District level and that stability is provided to MAIL in this uncertain climate. Hence, the applicant must demonstrate capacity to mobilize resources immediately and implement activities in accordance with a strict timeline and focused objectives.

E. Geographic and Programmatic focus

CBCMP-II will focus on 20 DAILs. Of these 20 DAILs, the 11 DAILs of Balkh, Paktia, Kandahar, Kunduz, Nangarhar, Herat, Kabul, Helmand, Khost, Takhar and Jowzjan will form the core. These represent Afghanistan's seven agro-climatic zones. In the 20 DAILs, CBCMP-II will work in at least 50 DAOs. At the district level, MAIL has DAOs which report to the provincial DAILs and are supposed to have approximately 7-10 Tashkeel staff.

The Districts that CBCMP-II expands into will be selected based on the following criteria:

1. Identified as a critical district by MAIL, USG and AAEP¹;
2. Presence of a MAIL office;
3. Presence of adequate MAIL staff; and,
4. Adequate security for CBCMP-II and MAIL staff to live and work in the District (as identified by MAIL and USG).

In MAIL, CBCMP-II will focus efforts on Directorates in line with the Objectives stated below. The Directorates CBCMP-II will focus on include:

1. Procurement
2. Human Resources
3. Finance and Accounting
4. Administration and ICT
5. Provincial Affairs
6. Internal Audit, Monitoring and Evaluation and MIS
7. Extension and Research
8. Plant Protection and Quarantine
9. Policy, Planning and programs coordination
10. Private Sector
11. Irrigation and Natural Resource Management
12. Home Economics and Gender unit

F. Gender Considerations

Four factors combine to make intensive and sustained attention to Afghan women both urgent and compelling: a) transition by 2015; b) the still-fragile status of Afghan women; c) the yet-unrealized development potential of 50% of the population; and d) their relative absence from Afghan government and international security and development plans. The political and financial realities of transition threaten the preservation and expansion of women's rights in Afghanistan. Moreover, the gender-based disparities of access to resources are well-documented, and without the effective participation of women, the country would be deprived of the productive contributions of half its population, greatly diminishing its development prospects. Afghan women's traditional role and status render them less visible and more

¹ The focus on CBCMP Phase II will need to be determined in collaboration with MAIL, USAID and AAEP.

difficult to reach through conventional communications outreach practices. They are less educated; are less mobile within their communities, country, and abroad; and, are exposed to gender-based discrimination and harassment.

Although circumstances for Afghan women and girls have improved significantly since 2001, gains remain tenuous. The United States Government (USG) must continue to prioritize the protection and promotion of women’s rights in order to ensure that the positive gains in Afghanistan are irreversible. For this reason, “Advancing the Rights of Afghan Women” to ensure the sustainability of current gains in women’s rights and expand the economic potential of Afghan women has been emphasized in many USG policy and strategy documents. One of the overarching outcomes of USAID’s investment under the USAID Gender Equality and Female Empowerment Policy (March 2012) is to “Increase the capability of women and girls to realize their rights, determine their life outcomes, and influence decision making in households, communities, and societies.”

The AGRED Gender Analysis (August 2013) found that women’s access to agriculture research and extension service in Afghanistan is extremely limited and provided recommendations to overcome the challenges. The Applicant must provide a robust strategy to engage women and girls throughout the life of the project. For example all research stations should be accessible to women for training.

The Applicant must 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 increase participation of women and girls in activities. The applicant must also include sex-disaggregated data and indicators in the PMP. Project quarterly implementation reports shall specifically include information on the following: 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 research and extension; 3) number of interventions leading to increased employment and economic opportunities for women, as well as number of beneficiaries; 4) number of interventions resulting in increased participation of women in government and civil society; 5) number of activities supporting legal rights and public access for women; and 6) qualitative outcomes, in addition to quantifiable outputs, for women who have benefited from the Agreement. In addition to disaggregated data, the applicant must promote transparency mechanisms in selecting trainees from among MAIL staff and task MAIL’s Gender Unit with planning and executing extension and research activities for and by women, providing this unit with a gender role beyond human resources and training.

To the extent possible, CBCMP-II should make training opportunities that are included in its schedule of activities, whether short or long-term, accessible to women based in the provinces by offering workshops at provincial research stations and in DAILs, and by providing travel opportunities to Kabul and abroad, and supporting the required conditions to facilitate women’s travel such as the opportunity to travel in women-only groups or with a mahram (a male relative who escorts a female traveler). Finally, Project staff or DAIL employees developing community-based extension plans facilitated through CBCMP-II should be supported to include women in the planning process and to collect sex-disaggregated data, by working with skilled gender facilitators as available and/or undergoing training in how to undertake planning processes in a gender-sensitive way.

G. 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, 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.

The applicant's environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this RFA. In addition the applicant 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 Associate 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.")

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

If the applicant 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.

H. Sustainability and transition

CBCMP-II will focus on **Coaching and Mentoring** of civil servants throughout MAIL and DAILs. CMSs provide ongoing, daily coaching and mentoring to at least two selected civil servant counterparts. This includes development, execution and continued monitoring by the CMS of an annual skills/knowledge improvement work plan for each civil servant.

CBCMP-II will provide training to CMSs on being effective coaches and mentors to civil servants, which is necessary to ensure knowledge transfer and capacity building of civil servants in target directorates. Then, CMSs will apply coaching and mentoring techniques to provide individualized on-the-job training to civil servants. CBCMP-II coordinators and M&E staff will regularly review and assess progress of mentoring and coaching for civil servants through pre and post-tests.

Along with individual coaching and mentoring, CBCMP-II will also provide classroom based formal training. This includes training on topics related to technical, management, organizational development, and leadership areas. In addition, English and Computer training will be provided on an ongoing basis. Other topics may include trainings on project management, fundamentals of management, total quality management (TQM), customer service training, and other management and performance related topics, delivered to improve management skills within the Directorate. CBCMP-I has already rehabilitated and equipped training centers at each of the eleven DAIL hub offices to minimize future logistical costs for conducting trainings at outside locations, increase coordination among training events and providers, and promote training to be provided by CBCMP-II as well as other stakeholders at the DAILs. This opens major communication and coordination lines within the provinces and their districts and also increases

cooperation and exchange within provinces of a region/zone and even within DAILs themselves. CBCMP-II CMSs will act as facilitators to change rather than solely technical assistance.

As the Capacity Building for Results (CBR) program comes online it is critical that CBCMP-II remains at MAIL to ensure a smooth transition. CBR was expected to have already been operationalized; however, there have been delays. The success of this program depends largely on a program like CBCMP-II passing on the baton to over 331 highly qualified Afghan professionals. It is envisioned that MAIL will utilize the qualified CBCMP CMSs in the recruitment of CBR positions.

I. Use of Volunteers

Volunteers can play a key role in interventions, leveraging funding, and providing experience and skills cost effectively. Most volunteers, with high level skills are retired, yet still active professionally on a limited basis. Historically, this same group is willing to donate their time for program assistance, with having only their expenses covered. It has been shown to have very positive project and related outcomes to utilize volunteers in third country programs. These volunteer arrangements (using well qualified and vetted volunteers) benefit the intended beneficiaries from the international professional exposure, as well as having highly qualified volunteers provide expert assistance in achieving project objectives such as providing benchmarking, study tours, and overseas training.

The VEGA Leader Award requires that volunteers and in-kind contributions are essential to all Associate Awards. VEGA projects worldwide have demonstrated the value of volunteerism in project implementation. Volunteers provide an additional dimension that projects only using paid staff can often lack. Moreover, the use of Diaspora volunteers has been found to be a particularly effective use of resources. The applicant shall detail how volunteers will be utilized during this three year Award.

Therefore, this project is expected to incorporate volunteerism into every major project effort, and this unpaid worker effort will be identified in the annual work plans.

J. Mobile Solutions

The applicant should include a brief explanation of the selected method of electronic payment in the application and, where feasible, how the applicant proposes to reduce the reliance on physical cash. Examples of operational costs that can use e-payments are: temporary staff salaries; vendor payments; travel per-diem for staff. Examples of program costs that can use e-payments are: payment to trainers or trainers of trainers; direct grants to beneficiaries. This discussion of the type of payment is for informational purposes and for our understanding of how the applicant proposes to pay recipients/beneficiaries. This information will be used by USAID to understand and measure the impact of USAID's promotion of the use of electronic payments by implementing partners. The information provided in the application will not be an evaluation factor unless specifically stated as such in the evaluation criteria in this solicitation document.

K. Technology and Innovation

One key principle that will guide CBCMP-II operations to maximize return on program investment and coordination with GIRA and USG priorities is building on previous investments by GIRA, USG, and other donors. Significant investments have been made over the past 10 years in the agricultural sector in infrastructure, government capacity, technology transfer, and local organization development. CBCMP-II will build on these achievements, understand the challenges, and apply lessons learned to increase the returns on investment of this activity. Overall, creative and innovative approach that utilizes, as appropriate, new and existing technologies to achieve program objectives is encouraged by USAID. This

may include the use of electronic attendance in MAIL and DAILs, advocacy for agricultural policies that promote the use of new agricultural technologies, etc.

L. Coordination with USAID and donor funded Projects

USAID values its established partnership with GIROA and depends heavily on good coordination among all projects within the agriculture sector. In accordance with USAID protocols, the Applicant will coordinate closely with agencies of the GIROA, the private sector, PVO/NGOs, international organizations, CBOs, and other Contractors or Grantees receiving USAID funds from, or otherwise collaborating with, the agreement team. The Applicant will work actively with these organizations to assure improved coordination of Afghan, American, and international partners in delivery of resources, and activity-related monitoring and evaluation of impact.

Of particular interest to this project is the on-going efforts between CBCMP-I and the AAEP-I that are connected and complementary. Within the provinces where they are currently co-located, they have a close working relationship. AAEP-I is working in four provinces and CBCMP is in 34. AAEP-I extension and applied research program implementation rely on the skills the CBCMP-I Change Agents have developed. Skills such as proposal writing, budgeting, program management, and access to the internet were a result of the efforts of CBCMP-I. In short, CBCMP-I has worked in helping the Provincial DAILs with the creation of an administrative infrastructure and enabling environment that is essential to supporting the field based operations of AAEP-I implementation.

It is expected that CBCMP-II will be closely coordinating its activities from the outset with all USAID funded projects. This will be achieved through joint development of their strategies, geographic footprints and work plans, while professionally complementing each other's efforts. All activities of their respective programs will be implemented in conjunction with their counterparts in the field and at MAIL. A full partnership is essential to their success in creating an enabling and sustainable environment in conjunction with those skillsets of administrative, extension and research that makes up a modern Ministry of Agriculture.

Through the integration of CBCMP-II and other USAID funded projects and the fully embedded nature of these programs, MAIL will develop more salient agriculture policies, have better oversight, facilitate working relations between public and private sectors and will better manage DAILs and DAOs.

M. Nutrition

Recognizing that agricultural extension officers already work in many rural areas where malnutrition is prevalent, the upcoming AAEP-II will be designed to provide nutrition-specific and sensitive messaging to rural farmers and households. One approach that is envisaged would be to link agricultural extension workers with community health workers and existing community groups such as health shuras and/or women shuras in conveying nutrition messages. Women play a critical role in Afghanistan's agricultural sector, and extension services to date have not adequately served their needs. Cultural differences, such as gender segregated training workshops, will be considered in planning and implementing project activities.

Hence, CBCMP-II offers a unique opportunity of influence to improve nutrition in Afghanistan. Through its close work with MAIL and the DAILs with nearly all major divisions of the ministry, CBCMP-II is positioned to broadly elevate nutrition as an important issue. CBCMP-II can convey useful nutrition information to those in power that can lead to nutrition-specific and nutrition-sensitive policies.

5. AUTHORIZING LEGISLATION / APPLICABILITY OF 22 CFR 226

This award is authorized in accordance with the Foreign Assistance Act of 1961, as amended. [22 CFR 226](#) would be applicable to the award made under this RFA and any sub-recipients thereof. This document may be accessed through the internet as follows:

6. PROGRAM ELIGIBILITY REQUIREMENTS

For the implementation of the program “Capacity Building and Change Management Program-II (CBCMP-II)” USAID/Afghanistan intends to utilize an Associate Award under the “Volunteers for Economic Growth Alliance” Leader with Associate.

7. AWARD ADMINISTRATION

As VEGA is a U.S. non-profit organization, [22 CFR 226](#), [OMB Circular A-110](#), [OMB Circular A-122](#), and the [Standard Provisions for U.S. Nongovernmental Recipients](#) will be applicable.

END OF ATTACHMENT B – PROGRAM DESCRIPTION

ATTACHMENT C – STANDARD PROVISIONS/OTHER PROVISIONS

The Standard Provisions for U.S., Non-governmental NGOs contained in Leader Award, EEM-A-00-04-00002-00, as amended, are applicable to this Associate Cooperative Agreement.

I. 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. **M1.**

M.1 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 (DECEMBER 2003)

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

<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 available at www.sam.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)

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

(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 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 subagreements, including all subawards 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 subagreements, including subawards 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 subagreements, including subawards 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) Description

[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]

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

The Agreement incorporates the following Required as Applicable Standard Provisions as set forth in ADS Chapter 303 and applies for Administration of Assistance Awards to U.S Nongovernmental Organizations.

RAA1. 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.

RAA2. 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.

RAA3. 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 08/22/2013 Partial Revision *Text highlighted in yellow indicates that the material is new or substantively revised.* 43 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.”

RAA4. REPORTING HOST GOVERNMENT TAXES (JUNE 2012)

a. By April 16 of each year, the recipient must submit a report containing:

(1) Contractor/recipient name.

(2) Contact name with phone, fax and e-mail.

(3) Agreement number(s).

(4) The total amount of value-added taxes and customs duties (but not sales taxes) assessed by the host government (or any entity thereof) on purchases in excess of \$500 per transaction of supplies, materials, goods or equipment, during the 12 months ending on the preceding September 30, using funds provided under this contract/agreement.

(5) Any reimbursements received by April 1 of the current year on value-added taxes and customs duties reported in (iv).

(6) Reports are required even if the recipient did not pay any taxes or receive any reimbursements during the reporting period.

(7) Cumulative reports may be provided if the recipient is implementing more than one program in a foreign country.

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

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

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

RAA5. 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.

RAA6. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER (OCTOBER 2010)

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

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

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

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

d. **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.

RAA7. 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 08/22/2013 Partial Revision *Text highlighted in yellow indicates that the material is new or substantively revised.* 57

(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.

END OF ATTACHMENT C – STANDARD PROVISIONS/OTHER PROVISIONS