



USAID
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AFGHANISTAN

September 25, 2013

Mr. Saifuddin Nezami
Executive Director
Community Center for the Disabled
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Kabul Afghanistan
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Subject: Fixed Obligation Grant (FOG) Award No. AID-306-F-13-00010, Strengthening Communities-Empowering People with Disabilities through Employment Project, awarded to Community Center for the Disabled (CCD).

Dear Mr. Nezami,

Pursuant to the authority contained in the U. S. Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development (hereinafter referred to as "USAID"), hereby awards to the Community Center for Disabled (hereinafter referred to as "Recipient"), the sum of U.S. Dollars \$299,948 payable in local currency, according to the Milestone Budget shown in the Schedule, Attachment 1, to support the subject award, as more fully described in the Program Description, Attachment 2.

By signing this Grant Agreement, Recipient agrees that:

1. The recipient will comply with the terms and conditions as set forth in the attachments listed following the signature below, which are incorporated as part of the Grant Agreement.
2. Recipient will maintain records of transactions related to the Grant Agreement for at least three years after payment of the final milestone. After the end of the agreement, USAID retains the right, at its discretion, to examine all or a sample of the recipient's records or transactions related to the Grant Agreement where concerns of implementation irregularities arise.
3. USAID is not liable for reimbursing the recipient for any amount in excess of the obligated amount, or outside of the Grant Period, as provided in the Schedule.

4. Unless otherwise provided in the Schedule, title to any equipment or personal property purchased to accomplish any milestones under this Agreement vests in the recipient upon acquisition, with the condition that the recipient must use the equipment or property for the grant as long as it is needed for such.

5. Recipient will obtain the USAID Agreement Officer's (AO) written approval prior to any changes to: 1) the activities being supported by this Grant; 2) the fixed amount of this grant; 3) the milestones; or 4) change in the Grant Agreement completion date.

6. USAID will conduct monitoring of the grant program, including site visits as appropriate.

7. On submission of the voucher for payment for the final milestone, the Recipient must certify that the grant is completed and the Recipient will make no further claim against the grantor after final payment.

8. This award may be terminated by either party at any time, in whole or in part, 30 calendar days after receipt of written notification by the other party. If USAID terminates this award, the Recipient may submit a claim within 90 calendar days of such termination for any costs incurred in performance of any unpaid or incomplete milestones. The Agreement Officer must determine the amount(s) to be paid by USAID to the recipient under such claim in accordance with the legally applicable Cost Principles.

9. Any dispute under this award will be decided by the AO. 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.

Please sign the original and each copy of this letter to acknowledge receipt and confirm acceptance of the Grant Agreement, and return the original and all but one copy to the Agreement Officer.

Sincerely,



JoAnn C. Sparacino
Agreement Officer

Attachments:

1. Schedule
2. Program Description
3. Branding Strategy and Marking Plan
4. Standard Provisions
5. Required as Applicable Provisions
6. Special Provisions for Afghanistan
7. Voucher Format

ACKNOWLEDGED by Recipient's duly authorized representative:

Signature: 

Name: Saifuddin Nizami

Title: Executive Director

Phone: +93(0)799215820

Email: ccd_kabul@yahoo.com

Date: 18-09-2013



ACCOUNTING DATA:

Requisition Number: REQ-306-13-000180
Funding Type: Unilateral
Percent: 100
Amount: \$299,948.00
Committed: \$299,948.00
Unobligated: \$299,948.00
Fund Type: Appropriated
Treasury Account Symbol: 72-1037
Program Name: Strengthening Communities- Empowering People with Disabilities through Employment
Subject to availability of Fund: No
Payment office: Office of Financial Management
Account code: None
Accounting template: 306-Kabul Project Unilateral
BBFY: 2012
EBFY: 2013
Fund: ES-DP
OP: DCHA/DRG
Prog Area: A13
Dist Code: 306-M
Prog Elem: A058
Prog Sub-Elem: None
Team/Div: AFG/EG
BGA: None
OP: Def (none)
DOC: 4100201
Prog Tard: None

CONTENTS

ATTACHMENT 1-SCHEDULE	6
ATTACHMENT 2 – PROGRAM DESCRIPTION.....	14
ATTACHMENT 3- BRANDING STRATEGY AND MARKING PLAN.....	25
ATTACHMENT 4- STANDARD PROVISIONS.....	26
ATTACHMENT 5- REQUIRED AS APPLICABLE PROVISIONS.....	34
ATTACHMENT 6- SPECIAL PROVISIONS FOR AFGHANISTAN.....	46
ATTACHMENT 7 - VOUCHER FORMAT.....	50

ATTACHMENT 1
SCHEDULE

A. PURPOSE OF GRANT

The purpose of this grant is to provide support for the program described in Attachment 2, Program Description.

B. GRANT PERIOD

The effective date of this grant is September 30, 2013. The completion date of the grant is February 29, 2015 or upon submission of verification reports for Milestone 7 (see Milestone chart).

C. AMOUNT OF AWARD AND PAYMENT

1. USAID hereby awards the amount of US \$299,948.00 for purposes of this grant to the Community Center for the Disabled (CCD). See complete detailed Budget attached within the Program Description.

2. Payment will be made to the Grantee upon presentation to the USAID Controller at USAID/Afghanistan an original and two copies of a properly prepared voucher using the SF-1034, <http://www.gsa.gov/portal/forms/download/115462> with a certification that the Milestone being billed has been completed and providing any other documentation required by USAID specified with each milestone. Each voucher will be identified by the award number, specify the Milestone that is being billed, and the fixed amount associated with that Milestone. Payment shall be within 30 days after receipt of a proper voucher or the verification by USAID of milestone completion for which payment is requested, whichever is later. USAID reserves the right to withhold payment subject to milestone completion verification. The Recipient is encouraged to submit the above referenced payment documentation as e-mail attachments to the e-mail address provided for the Payment Office. Payment documentation may also be submitted in hard copy paper form to the Payment Office.

D. GRANT AGREEMENT BUDGET, ACTIVITIES AND TIMELINES

1. The following is a Budget Summary for the Project:

Budget	Costs (in USD)
Project Personal	
Management and Program Staff	91,536.00
Support staff	16,308.00
Project Direct Cost	39,504.00
Office costs	21,384.00
Transportation	14,100.00
Office Furniture and equipment	4,020.00
Project Activities	148,100.00
1. Identify 235 underserved PwDs in Kabul city; 168 females and 57 males (cost included in the personal).	-
2. Raise awareness of 800 PwDs and their families about the economic potential of PwDs and USAID activities to facilitate their economic inclusion in the community.	1,600.00
3. Identify the specific socioeconomic needs of 225 to increase their employment and economic opportunities (cost included in the personal)	-
4. Provide vocational trainings to 120 PwDs and apprenticeships trainings to 20 PwDs, total 140 PwDs.(75% Women with Disabilities)	100,100.00
5. Provide 140 PwDs with seed grants in the form of tools upon graduating from the vocational and apprenticeships training to pursue a business.	21,000.00
6. Provide 10 with income generation activities by employing them as trainers with CCD partners upon graduating from the vocational and apprenticeship training (cost included in the personal)	-
7. Provide 75 PwDs with basic education; English, Computer, and literacy training.	20,800.00
8. Provide 10 PwDs with permanent employment opportunities through job placement program upon graduation of basic education courses (cost included in the personal).	-
9. Raise awareness for 1600 community people about the economic potential of PWDs and USAID activities.	1,600.00
10. Publication for awareness activities(alash and booklet for AW)	3,000.00
Admin cost	4,500.00
Admin cost (1.523%) of the Total budget	4,500.00
Grand Total US\$	299,948.00

2. Following is the Schedule of Milestones associated with the program which has been agree upon between the USAID and the Recipient, for funding under this Grant Agreement.
3. The accomplishment of each Milestone will be based on the successful submittal or completion of the tasks or deliverables delineated for that Milestone.
4. Payment will be based on the completion of each Milestone as indicated in the table below:

Project name: Increase employment and economic opportunities for PwDs in Kabul Province								
Project Activities	MILESTONES (M)							Reports of Verification
	M. 1 (2wks)	M. 2 (3 mths)	M. 3 (3 mths)	M. 4 (3 mths)	M. 5 (3 mths)	M. 6 (3mths)	M. 7 (3mths)	
1. Identify 235 underserved PwDs in Kabul city; approx. 168 females and 57 males (cost included in the personal).	The detailed work plan of the project developed and finalized.	105 -115 families identified	220-235 families identified					1. The identification information list 2. Community Mobilizer activity reports 3. Beneficiaries pictures
2. Raise awareness of up to 800 PwDs and their families (160 Families, each families 5 members) about the economic potential of PwDs and USAID activities to facilitate their economic inclusion in the community.		15-20 families sensitized/award	40-50 families sensitized /award	70-80 families sensitized /award	100-110 families sensitized /award	130-140 families sensitized /award	150-160 families sensitized /award	1. The sign in sheets of beneficiaries 2. Awareness officer's activity reports 3. Beneficiaries pictures
3. Identify the specific socioeconomic		100-125 PwDs assessed	220-235PwDs assessed					1. The filled assessment forms 2. Community

needs of up to 235 PwDs to increase their employment and economic opportunities (cost included in the personal)								Mobilizer activity reports 3. Beneficiaries sample pictures
4. Provide vocational trainings to up to 120 PwDs and apprenticeships trainings to up to 20 PwDs, total up to 140 PwDs.(75% Women with Disabilities)		10-14 PwDs admitted to vocation Training	46-56 PwDs admitted to and 10-14 graduated from vocation Training	88-98 PwDs admitted to and 46-56 PwDs graduated from vocation Training	130-140 PwDs admitted to and 88-98 PwDs graduated from vocation Training	130-140 PwDs graduated from vocation trainings		1. The vocational training curriculums 2. The # of people admitted to VT 3. The attendance sheets of admitted people 4. The pictures of beneficiaries 5. The vocational training progress reports
5. Provide basic business skills training to approx. 140 PwDs (up to 20 per month)		10-14 PwDs admitted to Basic Business Training	46-56 PwDs admitted to and 10-14 PwDs graduated from the Basic Business Training	88-98 PwDs admitted to and 46-56 PwDs graduated from the Basic Business Training	130-140 PwDs admitted to and 88-98 PwDs graduated from the Basic Business Training	130-140 PwDs graduated from the Basic Education Training		1. The business skills training curriculums 2. The # of people admitted to the training 3. The attendance sheets of admitted people 4. The pictures of beneficiaries 5. The progress reports of the

								trainings
6. Develop up to 140 Business Plans for PwDs stating clear benchmarks for investment of seed grants and indicators for monitoring and evaluation.		Business Plan developed/ developing for 10-14 PwDs	Business Plan developed/ developing for 46-56 PwDs	Business Plan developed/ developing for 88-98 PwDs	Business Plan developed/ developing 130-140 PwDs			1. The number of business plans developed 2. The orientation trainings conducted for introducing the business plan 3. Beneficiaries pictures
7. Provide up to 140 PwDs with seed and small capital grants in the form of tools and cash upon graduating from the vocational and apprenticeships training to pursue a business.			Seed grant provided for 10-14 PwDs	Seed grant provided for 70-77 PwDs	Seed grant provided for 130-140 PwDs			1. The graduation certificate 2. The attendance reports 3. The vouchers conveying seed grant payments 4. Number of people received seed Grants
8. Provide for up to 140 PwDs with technical support to ensure that businesses remain sustainable			Continuous business technical support provided for 10-14 PwDs	Continuous business technical support provided for 35-45 PwDs	Continuous business technical support provided for 75-85 PwDs	Continuous business technical support provided for 100-120	Continuous business technical support provided for 130-140 PwDs	1. The field monitoring reports 2. Records of technical supports (trainings, advises, etc.) provided 3. Beneficiaries pictures

						PwDs		
9. Provide for approx. 10 PwDs with income generation activities			Income generation provided for 1-3 PwD	Income generation provided for 3-6 PwD	Income generation provided for 8-10 PwD			1. Number people provided with income generation opportunities 2. Site visit and progress reports 3. Beneficiaries pictures
10. Provide for approx. 75 PwDs with basic education (new and already identified beneficiaries).		Basic Education provided for 10-15 PwDs	Basic Education provided for 20-30 PwDs	Basic Education provided for 35-45 PwDs	Basic Education provided for 55-65 PwDs	Basic Education provided for 70-75 PwDs		1. # of children provided with basic education courses. 2. Monitoring and site visit reports 3. Fees payments voucher 4. Education officer activity reports
11. Raise awareness for community and families members		150-200 community people sensitized on disability issues	450-500 community people sensitized on disability issues	700-800 community people sensitized on disability issues	1000-1100 community people sensitized on disability issues	1300-1400 community people sensitized on disability issues	1500-1600 community people sensitized on disability issues	1. The sign in sheets of beneficiaries 2. Awareness officer's activity reports 3. Beneficiaries pictures

12. Provide for approx. 10 PwDs with permanent employment opportunities through job placement program upon graduation of basic education courses.			1-3 PwD placed on a permanent job with Gov. Or private sector	3-5 PwD placed on a permanent job with Gov. Or private sector	6-8 PwD placed on a permanent job with Gov. Or private sector	8-10 PwD placed on a permanent job with Govt. Or private sector		1. # of people assigned in permanent jobs 2. The agreement/contract of beneficiaries with employer 3. Any communication documents produced 4. Picture of the beneficiaries at different times
Date Started	Sep 30, 2013	Dec 30, 2013	Mar 30, 2014	Jun 30, 2014	Sep 28, 2014	Dec 31, 2014	Feb 29, 2015	Total Period of Performance 18 Months
Payment Schedule	\$45,000	\$47,989	\$47,989	\$47,989	\$47,989	\$47,989	\$15,003	Total Amount US\$299,948.00

ATTACHMENT 2 PROGRAM DESCRIPTION:

1. STATEMENT OF PURPOSE

The purpose of the “Strengthening Communities- Empowering People with Disabilities (PwDs) through Employment” project is to facilitate the socioeconomic inclusion of PwDs in Afghanistan through economic empowerment, societal awareness raising, and vocational capacity building. This purpose will be realized through the provision of technical and vocational skills building programs, small capital grants, business management support, and broad-based awareness raising campaigns that highlight the productive potential of PwDs.

2. BACKGROUND

The Community Centre for the Disabled (CCD), a Resource Centre for People with Disabilities was established in March 2004 as one of the Handicap International (HI) projects. The goal was to facilitate the social integration of people with disabilities through economic empowerment, awareness-raising, capacity building, sports, and cultural activities. It became an independent Afghan Non-Governmental Organization on 13th May 2007 after registering with the ministry of Economic of the Islamic Republic of Afghanistan.

CCD is an Afghan led NGO and it is run primarily by people with disabilities; 50% of its staff members are disabled. CCD's activities are designed and implemented in close cooperation of the community and Disabled People's Organizations (DPOs). CCD works in partnership with 127 mainstream Non-Governmental Organizations (NGOs), Civil Society Organizations (CSOs), DPOs, Government, and the Parliament of Afghanistan to facilitate the socioeconomic inclusion of PwDs, and create positive attitude and behavior towards them across communities in Afghanistan.

Between 2010 and 2012, with funding from the European Community, CCD placed 134 individuals (62 women, 72 men) in jobs, 461 (256 women and 205 men) in income generating activities, provided vocational and apprenticeship training to 680 individuals (437 women and 243 men), and built the skills in English, Computer, and basic literacy of 582 people (215 females and 367 males). CCD's economic empowerment programs increase the competitiveness of people with disabilities. In fact, 70% of CCD's beneficiaries went on to pursue businesses or other economic activities becoming financially independent.

3. PROGRAM GOALS AND OBJECTIVES

Building on its success at providing PwDs with economic and employment opportunities by building PwDs capacity to become productive members of the society, CCD proposes to empower economically 175 women and 60 men with disabilities. Specifically, CCD aims to:

Goal: Increase employment and economic opportunities for PwDs in Kabul Province.

3.2 SPECIFIC OBJECTIVES

1. Increase the participation of 235 PwDs in USAID activities.
2. Raise awareness of 1600 community people and 160 families with a PwD member (each family approximately 5 members) about the economic potential of PwDs and USAID activities.
3. Increase economic opportunities for 140 PwDs by providing seed grants in the form of tools and small capital grants (\$100 USD) upon graduating from the vocational, apprenticeship, and basic business skills training to pursue a business.
4. Build the skills of 140 PwDs (105 PwDs and 35 men with disabilities) through vocational trainings and apprenticeships so these can pursue an economic activity.
5. Build the business skills of 140 PwDs (105 PwDs and 35 PwDs) through basic business management training and continued technical support to ensure the long-term sustainability of economic activities.
6. Increase employment opportunities of 75 PwDs by building their capacity through English, Computer, and Literacy training.
7. Provide 10 PwDs with employment by placing in permanent jobs with the government of Afghanistan and private sector.
8. Provide 10 PwDs with income generating activities.

Beneficiaries:

- 175 women with disabilities will have increased economic and employment opportunities.
- 60 men with disabilities will have increased economic and employment opportunities.
- 140 PwDs benefited the project directly by being provided with seed grants in the form of tools and small capital grants (\$100 USD) upon graduating from the vocational, apprenticeship, and basic business skills training to pursue a business.
- 75 PwDs benefited from the project by building their capacity through English, Computer, and Literacy training.
- 10 PwDs benefited directly from the project through being placed in permanent jobs with the government of Afghanistan and private sector.
- 1600 community members will have a better understanding of the economic potential of PwDs.
- 160 families (approximately 800 people) will increase their living standard due to the economic contributions of their PwD members.

Indirect Beneficiaries

The indirect beneficiaries of the project could be:

- 1) Local communities in project implementation areas
- 2) All persons with disabilities living in the project area will indirectly benefit from the changes in attitudes of communities (reduced stigma) and an increased offer of inclusive services. The government of Afghanistan will also benefit indirectly by increased participation of PwDs in the economic life of the society.

Technical Approach

The “Strengthening Communities: Empowering People with Disabilities through Employment” project empowers people with disabilities in a holistic way. As such it addresses both the societal barriers to employment such as lack of recognition of the economic contributions that PwDs can make, as well as structural barriers such as lack of skills and capital that prevent PwDs from attaining meaningful employment. As such, CCD uses a comprehensive approach to economic empowerment that relies on awareness-raising activities, vocational and apprenticeship training, seed grants, basic business skills training, and job placement.

For instance the awareness-raising activities are specifically designed to increase the acceptance of PwDs within their communities and help families and individuals to recognize the economic potential of people with disabilities. Similarly, the vocational and apprenticeship training, as well as the seed grants and basic business skills training, will enable PwDs to establish businesses that produce products and services that are demanded by residents of their communities. For example tailoring graduates sew clothes for their families and outside customers, mobile repairing graduates repair mobile phones in bazaars and other markets. Moreover, CCD's job placement component will prepare the PwDs with employment techniques (e.g. interview techniques, CV preparation etc.) link PwDs with private and public employers. In short, CCD activities' ultimate goal is to empower PwDs so these can be integrated with the mainstream society as equal contributing members. In such way, PwDs can exercise their basic right to decent employment, education, and human security.

Project Activities

1. Identify 235 underserved PwDs in Kabul city, 180 women and girls with disabilities and 60 men and boys with disabilities.
2. Raise awareness for 1600 community people, 160 families with a PwD member (each family approximately 5 members) about the economic potential of PwDs and USAID activities to facilitate their economic inclusion in the community.
3. Identify the specific socioeconomic needs of 235 PwDs to increase their employment and economic opportunities.
4. Provide vocational and apprenticeships training to 140 PwDs.
5. Provide basic business training to 140 PwDs.
6. Develop 140 Business Plans for PwDs that participated in vocational, apprenticeship, and basic business skills stating clear benchmarks for investment of seed grants and indicators for monitoring and evaluation.
7. Provide 140 PwDs with seed grants in the form of tools and a small cash grant (\$100) upon graduating from the vocational and apprenticeships training to pursue a business.
8. Provide on-site technical support in the form of refresher vocational, apprenticeship, and basic business skills training, as well as development of marketing plans and marketing materials to 140 PwDs to ensure that their businesses remain sustainable.
9. Provide 10 PwDs with income generation activities by employing them as trainers with CCD partners upon graduating from the vocational and apprenticeship training.
10. Provide 75 PwDs with basic education; English, Computer, and literacy training.
11. Provide 10 PwDs with permanent employment opportunities through job placement program upon graduation of basic education courses.

Vocational Trainings Offered:

1) Tailoring; 2) Flower Making; 3) Mobile Repairing; 4) Computer Repairing; 5) Carpet Weaving; 6) Carpentry Apprenticeship; 7) Building/Electricity Wiring; 8) Curtain Sewing; 9) Jacket Weaving; 10) Chair Making; 11) Hairdressing; 12) Mirror Cutting; 13) Jam Making; 14) Plywood Woodwork; 15) Cherma Sewing (Typical Afghan Women Dress).

Basic Education Trainings Offered:

1. English
2. Computer Education
3. Basic Literacy
4. Literacy Refresher Courses

Basic Business Skills Training Curriculum:

I. Small Business Management

Small Enterprise Management

- Leadership, Roles of Leadership, Problem Solving and Communication
- Administration
- Human Resources-Your most important Asset
- Record keeping
- Bookkeeping basics
- Recording of Fictional Transactions in Bookkeeping

How to attract customers

- Location selection
- Sign Development
- Understanding Your Competition

How to behave with and attract customers.

- Sales etiquette
- Customer service basics
- Advertising Development

II. Sustainability of the established businesses

How to get access to new markets

- Strategies to Open up to New Markets
- Basics in Marketing

- **Competition Analysis and Comparative Advantages**

How to collect market data and other necessary information about the market

- **Value Chain Assessment**
- **Participatory Rural Appraisal and Social Mapping**
- **Assessing a Village's Needs and Social Relationships to Mobilize Communities**

How to meet market requirements

- **Understanding Supply and Demand Principles**

III. Further development of the established small businesses

How to further develop the established small business

- **Business Development Planning**
- **Elements of a Successful Business Plan**
- **Implementing Business Plan Strategies**
- **Long-Term Business Planning**
- **Access to Credit**
- **Importance of a Savings Plan**
- **6 months ongoing technical supports**

To maximize the impact of its interventions, CCD's economic empowerment program is based on a referral system. Under such model, CCD and its 127 partner organizations which include training centers at schools such as Bekhan Dadam High School, and non-governmental organizations including Afghan Women Network, join forces to identify PwDs through community volunteers. CCD then registers all the PwDs identified, and draws an overall profile of the beneficiary to provide a personalized program for his/her economic empowerment. The personal profile includes type of disability, type of support needed including prosthesis, and type of economic empowerment activity – vocational training, basic education, income generating activity, or job placement. Based on the results, CCD places the beneficiary with one of its partners to pursue the vocational and apprenticeship training or take basic education lessons. CCD monitors the process ensuring that all trainings follow the curriculum to ensure quality, pays trainers' fees and procure materials, coordinate graduations, and provides personalized support to beneficiaries to attain sustainable livelihoods through employment or a business upon graduation. The rationale behind relying on partners for the implementation of its economic empowerment projects is: 1) CCD can hold several trainings at once; 2) CCD can place a beneficiary with a partner organization that is close to his/her residence minimizing the need for transportation; 3) maximize the number of beneficiaries that can be identified; and 4) increase local acceptance of project activities within target communities.

Time line of Implementation:

Activity	Months																	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
1. Identify 235 underserved PwDs in Kabul city,																		
2. Raise awareness for community and families members																		
3. Identify the specific socioeconomic needs of 240 PwDs)together with identification of PwDs)																		
4. Provide vocational and apprenticeships training to 140 PwDs. (20 per month)																		
5. Provide basic business skills training to 140 PwDs (20 per month)																		
6. Develop 140 Business Plans for PwDs stating clear benchmarks for investment of seed grants and indicators for monitoring and evaluation.																		
7. Provide 140 PwDs with seed and small capital grants in the form of tools and cash upon graduating from the vocational and apprenticeships training to pursue a business.																		
8. Provide 140 PwDs with technical support to ensure that businesses remain sustainable																		
9. Provide 10 PwDs with income generation activities																		
10. Provide 75 PwDs with basic education (new and already identified beneficiaries);																		
11. Provide 10 PwDs with permanent employment opportunities through job placement program upon graduation of basic education courses.																		

4. KEY PERSONNEL

The following positions have been designated as key for the successful completion of the objectives of this award. The Recipient must notify USAID at least 30 days in advance of the filling or replacement of any personnel filling the positions identified below. Further, the Recipient agrees to notify USAID as soon as possible of the removal of any personnel in the positions identified below.

1. Saifuddin Nizami Executive Director of CCD
2. Abdu Ali Forugh, Head of Programs
3. Sayed Abdul Mukhtar Saadat, Admin & Finance Manager
4. TBD, Finance Officer

5. MONITORING AND EVALUATION PLAN

CCD's Monitoring and Evaluation plan relies on several means to measure impact. This includes pre and post-training questionnaires, monthly M&E visits to PwD's businesses supported by CCD, monthly M&E visits to partner organizations, business plan with clearly defined benchmarks of achievement, and clearly defined indicators and means of verification to track progress.

Beneficiaries Profile. To measure changes in behaviors, income, and employment opportunities, CCD draws a pre-training profile of the beneficiary through a questionnaire. The information captured includes type of disability, current socioeconomic circumstances (income, level of education, family and community attitudes toward PwDs, beneficiaries' self-image, and expectations from the project. This profile is developed during the registration process and serves as baseline data to measure beneficiaries' progress. This information is kept in CCD's Information Management system Database.

After families and communities have participated in awareness-raising activities and upon beneficiaries' graduation, CCD draws a post-training profile. The same information is captured than in the pre-training profile to measure changes in behaviors from the part of the family and community, increases in income and employment opportunities, improvements in self-image, challenges encountered during the training, and whether the training fulfilled beneficiaries' expectations. Responses are compared against the baseline data to derive qualitative data to assess project's impact on beneficiaries and draw lessons learned.

Business Plan with Clearly Defined Benchmarks of Achievement. To ensure that the businesses supported by CCD become sustainable and that the seed grants provided are used for the intended purpose, CCD will use clear benchmarks of achievement to ensure the proper monitoring of these businesses. The first benchmark includes that only those beneficiaries who achieve a 90% attendance rate in both the vocational and business trainings will be eligible for the grants. In such way CCD will ensure that the seed grants are given to those beneficiaries who are committed to the program, as well as CCD will guarantee that the beneficiaries have developed the necessary skills to perform a trade and manage a business.

Objective	Indicator	Means of verification
1. Increase the participation of 235 PwD's in USAID activities.	Number of PwDs that benefited from vocational and apprenticeship training, basic education, income generating activities, and employment.	1. Beneficiaries' registration cards. 2. Beneficiaries' training attendance sheets signed and logged in CCD's MIS database.. 3. Beneficiaries pre and post-training profile. 4. Photographs. 5. Signed sheets of beneficiaries who received tools to start a business. 6. Number of beneficiaries employed by the government or the private sector.
2. Raise awareness among communities and families about the economic potential of PwDs and USAID activities.	Number of PwDs families that participated in awareness-raising activities.	1. Signed sheets of families that participated in awareness-raising activities with corresponding photographs. 2. Post-training beneficiaries' profile stating whether there were changes in behavior from the part of families and communities.
3. Increase economic opportunities for 140 PwDs by providing seed grants in the form of tools to start small businesses.	Number of beneficiaries that received tools upon graduating from the vocational and apprenticeship training program.	1. Donation forms stating the equipment received signed by beneficiaries with corresponding photographs.
4. Build the skills of 140 PwDs through vocational trainings and apprenticeships so these can pursue an economic activity.	Number of PwDs that benefited from vocational and apprenticeship training.	1. Attendance sheets signed by beneficiaries and validated by master trainer. 2. Attendance sheet signed by trainers and validated by partner organizations' country/executive director. 3. Photographs. 4. Monthly monitoring report of CCD's M&E team regarding partner organizations' activities.
1. Build the business skills of 140 PwDs (105 WwDs and 35 MwDs) through basic business management training and continued technical support to ensure the long-term sustainability of economic activities.	Number of PwDs that benefited from the basic business management training. Number of PwDs that benefited to mutually developed individual business plans and continued technical supports to start a business	1. Attendance sheets signed by beneficiaries and validated by master trainer. 2. Attendance sheet signed by trainers and validated by partner organizations' country/executive director. 3. Photographs. 4. number of business plans developed 5. Monthly monitoring report of CCD's M&E team regarding partner organizations' activities.
6. Increase employment opportunities of 75 PwDs by building their capacity through English, Computer, and Literacy training.	Number of PwDs that benefited from basic education training.	1. Attendance sheets signed by beneficiaries and validated by master trainer. 2. Attendance sheet signed by trainers and validated by partner organizations' country/executive director. 3. Photographs. 4. Monthly monitoring report of CCD's M&E team regarding partner organizations' activities.
Objective	Indicator	Means of verification
7. Provide 10 PwDs with employment by placing in permanent jobs with the government of Afghanistan and private sector.	Number of PwDs that were hired by government or private sector companies.	1. Copy of employment offer made to beneficiaries. 2. Photographs. 3. Monthly monitoring report of CCD's M&E team regarding employer activities.
8. Provide 10 PwDs with income generating activities.	Number of PwDs that were hired by partner organizations as trainers upon graduating from vocational and apprenticeship trainings.	1. Copy of employment offer letter made to beneficiaries. 2. Photographs. 3. Monthly monitoring report of CCD's M&E team regarding employer activities.

In addition to the 90% attendance rate, beneficiaries will be required to develop a clear business plan with support of CCD prior to their graduation from the basic business training. The business plan will include clear monthly targets and benchmarks to measure progress. CCD will approve the business plan prior to providing the seed grants. After the graduation of each individual beneficiary will have an approved business plan. CCD will provide seed grant and technical support for the business set up. Once a beneficiary graduates and s/he sets up his/her business, CCD will provide a 6-month follow-up and technical support for the success of the business. During this follow-up and technical support period, CCD will visit beneficiaries twice a month to conduct Monitoring & Evaluation and provide continues technical support. The progress of each beneficiary will be measured against the benchmarks set forth in the business plan. If any discrepancy is found, the Economic Empowerment officer will provide recommendations and technical support to the PwD to ensure that he/she remain on track while addressing the weaknesses that have been identified. Potential support includes refresher vocational or basic business skills training, support in developing marketing materials, etc.

It is important to mention that the cash grant - \$100 usd – to start the business will be guaranteed by the beneficiaries' families prior to the disbursement. Each family will be liable for the \$100 usd if the beneficiary does not achieve the targets set forth in the business plan. In such way the families of the PwD will have an incentive to provide support and oversight to the beneficiary. Similarly, the PwD will have the responsibility of achieving the targets set forth in the business plan to maintain his/her social standing with the family which is a powerful motivator in Afghanistan.

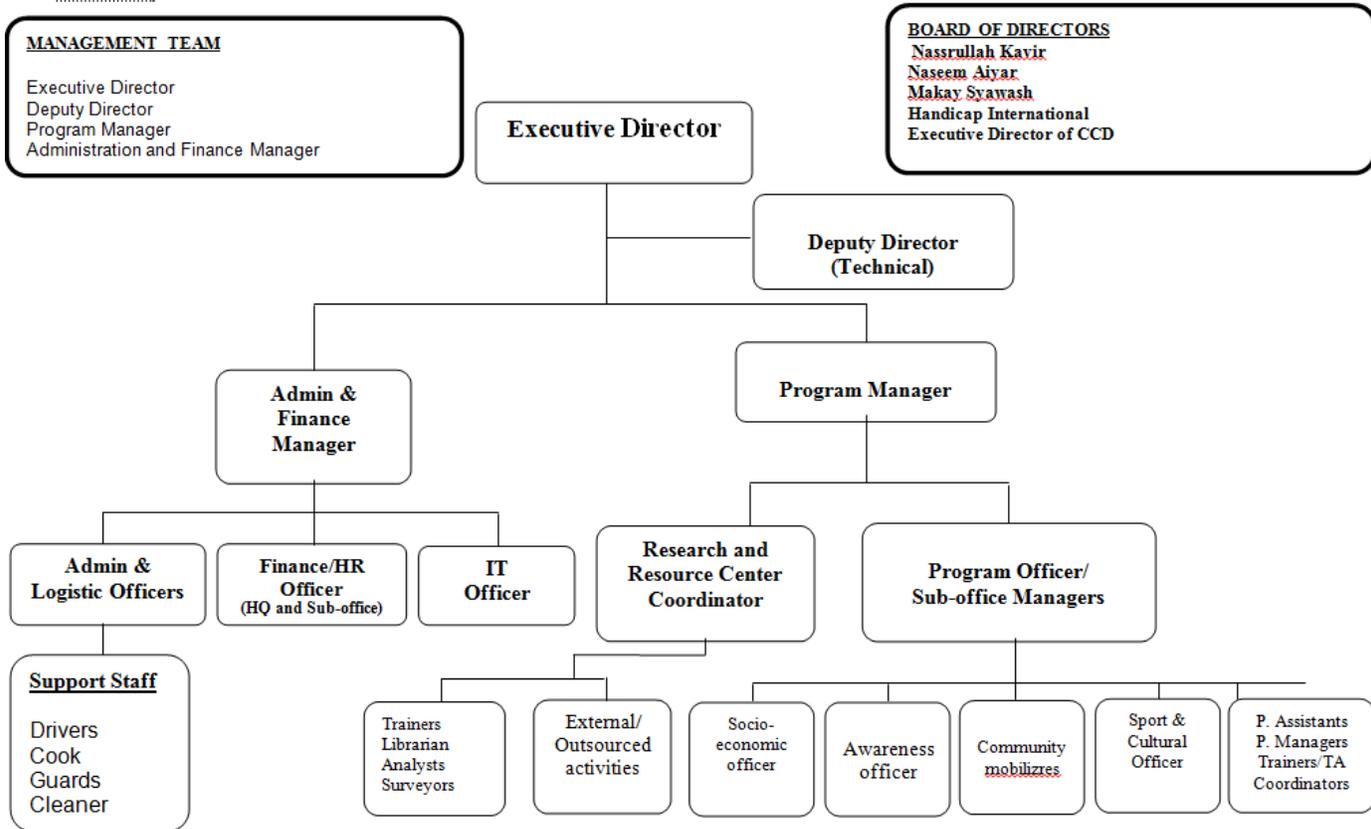
Clearly defined Indicators and Means of Verification. The cornerstone of CCD's monitoring activities is a clear set of indicators and documentation to measure the progress of project's activities. The table below shows the set of indicators and means of verification that will be used to assess performance.

6. MANAGEMENT PLAN

Staffing Plan & Responsibilities

Function	Statistic	Qualification	Experience	Role of staff involved in project
Executive Director (Saifuddin Nizami)	1	Master	5 to 10	Involved from starts to end of the project and overview of project implementation in CCD, donor relations.
Head of Programs (Ab. Ali Forugh)	1	Master/Bachelor	5 to 10	Involved in the overall management of the project, Monitoring of activities, and reporting.
Admin & Finance Manager (Sayed Ab. Mukhtar)	1	Master/Bachelor	5 to 10	Management of Admin & financial department, financial reporting, finance , HR,IT , & logistics.
Project Manager (TBD)	1	Bachelor	3 to 5	Day to day management of project activities.
Project Assistant & M&E (TBD)	1	Bachelor/Grade 12	3 to 5	Assists Project manager and monitors and evaluates overall project's activities
Social worker (TBD)	1	Bachelor/Grade 12	2 to 3	Counsels and registers new beneficiaries.
CBR Worker (2 staff) (TBD)	2	Bachelor/Grade 13	3 to 3	Coordinates awareness raising within the community and families.
Economic Empowerment officer (2 staff) (TBD)	2	Bachelor/Grade 14	4 to 3	Conducts different types of activities such as identification of beneficiaries, job placement, marketing (particularly for WwDs) , monitor's PwDs' Business Projects, and provides technical support to businesses.
Education Officer (TBD)	1	Bachelor/Grade 15	5 to 3	Serves those PwDs who demanded education programs, and assesses PwDs' education level.
Finance Officer (Haroon Haidary)	1	Bachelor/Grade 16	6 to 3	To assist Finance manager in Data entry and reporting , to support Admin and finance Manager in all financial issues and creating the overall project accountancy
Logistic Officer (Wakil Ahmad Barakzai)	1	Bachelor/Grade 17	7 to 3	Support Admin and Program department in all logistical and procurement issues.
Support Staff team(Guards,Drivers, Cook& Cleaner)	6	Secondary /Primary Education	1 to 3	Support all team and the organization in all different logistical & project services
Total staff	19			

Organizational Chart



7. CLOSEOUT

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

ATTACHMENT 3
BRANDING STRATEGY AND MARKING PLAN

Branding and Marking Plan

In order to fulfill the RFP goal of increasing the participation of PwDs in USAID activities, CCD will use the following branding and marking plan:

- a) Training Materials: All training materials including training manuals will be marked with USAID's Standard Graphic Identity in the front and back covers. In such way, project beneficiaries will easily recognize and associate all activities with USAID. Since Kabul is a relatively safe area, marking training materials with USAID's logo will not present an imminent risk to the beneficiary. It is important to mention that all CCD partners who carry out economic empowerment activities in partnership with CCD, will be required to include the USAID logo into their materials.

- b) Slideshows: All slideshows that will be used to conduct training and awareness-raising activities will be marked and branded with USAID's logo in the first and last slides of the presentation. In such way, families of beneficiaries and other relevant stakeholders will recognize and associate all project activities with USAID.

- c) Awareness-raising materials: All materials to conduct awareness-raising activities including pamphlets, booklets, etc., will have the USAID logo printed in the back page. In such way, all beneficiaries and communities where PwDs live will recognize that USAID is an active supporter of the socio-economic inclusion of PwDs.

The above mentioned branding and marking activities will be sufficient to achieve brand recognition as required by ADS Chapter 320 Branding and Marking guidelines, while preventing any possible security incident that may result from the perceived association of the beneficiary with USAID funding.

ATTACHMENT 4
MANDATORY STANDARD PROVISIONS

**1. SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE
DOCUMENTS (SEPTEMBER 4, 2013)**

(Class Deviation OAA-DEV-13-01c)

(a) Contract Reports and Information/Intellectual Products.

(1) Within thirty (30) calendar days of obtaining the Contracting Officer Representative's approval, the contractor must submit to USAID's Development Experience Clearinghouse (DEC) one copy each of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience. These reports include: assessments, evaluations, studies, technical and periodic reports, annual and final reports, and development experience documents (defined as documents that (1) describe the planning, design, implementation, evaluation, and results of development assistance; and (2) are generated during the life cycle of development assistance programs or activities.) The Contractor must also submit copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. The following information is not to be submitted:

(i) Time-sensitive materials such as newsletters, brochures or bulletins.

(ii) The contractor's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

(2) Within thirty (30) calendar days after completion of the contract, the contractor must submit to the DEC any reports that have not been previously submitted and an index of all reports and information/intellectual products referenced in paragraph (a)(1) of this clause.

(b) Submission requirements. The contractor must review the DEC Web site for the most up-to-date submission instructions, including the DEC address for paper submissions, the document formatting and the types of documents to be submitted. The submission instructions can be found at: <https://dec.usaid.gov>.

(1) Standards.

(i) Material must not include financially sensitive information or personally identifiable information (PII) such as social security numbers, home addresses and dates of birth. Such information must be removed prior to submission.

- (ii) All submissions must conform to current USAID branding requirements.
- (iii) Contract reports and information/intellectual products can be submitted in either electronic (preferred) or paper form. Electronic documentation must comply with Section 508 of the Rehabilitation Act of 1973.
- (iv) The electronic submissions must consist of only one electronic file, which comprises the complete and final equivalent of the paper copy. In the case of databases and computer software the submissions must also include necessary descriptive information, e.g., special backup or data compression routines, software used for storing/retrieving submitted data, or program installation instructions.
- (v) Electronic documents must be in one of the National Archives and Records Administration (NARA)-approved formats as described in NARA guidelines related to the transfer of permanent E-records. (See <http://www.archives.gov/records-mgmt/initiatives/transfer-to-nara.html>).

(2) Essential bibliographic information. Descriptive information is required for all Contractor products submitted. The title page of all reports and information products must include the contract number(s), contractor name(s), name of the USAID Contracting Officer's Representative, the publication or issuance date of the document, document title, (if non-English, provide an English translation of the title), author name(s), and development objective or activity title (if non-English, provide a translation) and associated number, and language of the document (if non-English). In addition, all hard copy materials submitted in accordance with this clause must have, attached as a separate cover sheet, the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

[END OF PROVISION]

2. MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE FOG (AUG 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 transition.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 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 sub agreements, including sub awards 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 sub agreements entered into under this award:

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

[END OF PROVISION]

3. DRUG TRAFFICKING AND DRUG-FREE WORKPLACE (JUNE 2012)

In the event the recipient or any of its employees, sub recipients, or contractors are found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR 140, USAID reserves the right to terminate this award, in whole or in part, or take any other appropriate measures including, without limitation, refund or recall of any award amount. Additionally, the recipient must make a good-faith effort to maintain a drug-free workplace and USAID reserves the right to terminate or suspend this award if the recipient materially fails to do so.

[END OF PROVISION]

4. DEBARMENT AND SUSPENSION (JUNE 2012)

a. The recipient must not transact or conduct business under this award with any individual or entity listed on the Excluded Parties List System (www.epls.gov/) unless prior approval is received from the Agreement Officer. The list contains those individuals and entities that the U.S. Government has suspended or debarred based on misconduct or a determination by the U.S. Government that the person or entity cannot be trusted to safeguard U.S. Government funds. Suspended or debarred entities or individuals are excluded from receiving any new work or any additional U.S. Government funding for the duration of the exclusion period. If the recipient has any questions about listings in the system, these must be directed to the Agreement Officer.

b. The recipient must comply with Subpart C of 2 CFR Section 180, as supplemented by 2 CFR 780, USAID may disallow costs, annul or terminate the transaction, debar or suspend the recipient, or take other remedies as appropriate, if the recipient violates this provision. Although doing so is not automatic, USAID may terminate this award if a recipient or any of its principals meet any of the conditions listed in paragraph c. below. If such a situation arises, USAID will consider the totality of circumstances—including the recipient's response to the situation and any additional information submitted—when USAID determines its response.

c. The recipient must notify the Agreement Officer immediately upon learning that it or any of its principals, at any time prior to or during the duration of this award:

(1) Are presently excluded or disqualified from doing business with any U.S. Government entity;

(2) Have been convicted or found liable within the preceding three years for committing any offense indicating a lack of business integrity or business honesty such as fraud, embezzlement, theft, forgery, bribery or lying;

(3) Are presently indicted for or otherwise criminally or civilly charged by any governmental entity for any of the offenses enumerated in paragraph c.(2); or

(4) Have had one or more U.S.-funded agreements terminated for cause or default within the preceding three years.

d. Principal means—

(1) An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or

(2) A consultant or other person, whether or not employed by the participant or paid with Federal funds, who—

(i) Is in a position to handle Federal funds;

(ii) Is in a position to influence or control the use of those funds; or,

(iii) Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

e. The recipient must include this provision in its entirety except for paragraphs c.(2)-(4) in any sub agreements, including sub awards or contracts, entered into under this award.

[END OF PROVISION]

5. PREVENTING TERRORIST FINANCING (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

6. TRAFFICKING IN PERSONS (JUNE 2012)

a. USAID is authorized to terminate this award, without penalty, if the recipient or its employees, or any sub recipient 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 sub-recipient.

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

[END OF PROVISION]

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

a. 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.

b. 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.

[END OF PROVISION]

8. 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.

[END OF MANDATORY PROVISIONS]

ATTACHMENT 5

REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR FIXED OBLIGATION GRANTS TO NONGOVERNMENTAL ORGANIZATIONS

1. FIXED OBLIGATION GRANT ADVANCE PAYMENT AND REFUNDS (JUNE 2012)

FIXED OBLIGATION GRANT ADVANCE PAYMENT AND REFUNDS (JUNE 2012)

- a. The recipient is not required to maintain separate bank accounts for USAID funds, unless otherwise required. However, when advances are authorized by this award, the recipient must deposit such funds in a reputable bank and be able to account for the receipt and expenditure of funds and interest earned on the advances provided by the U.S. Government (USG).
- b. The recipient must maintain advances of USAID funds in interest-bearing accounts, unless:
 - (1) The recipient receives less than \$120,000 in USG awards per year;
 - (2) The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$250 in a twelve month period on USG cash balances; or
 - (3) The bank would require an average or minimum balance so high that it would not be practical to maintain the advance in an interest-bearing account.
- c. The recipient may retain up to \$250 of interest earned in a twelve-month period on USG cash balances for administrative expenses. Any additional interest earned on advances must be remitted to the USAID payment office specified in this award, or such other location as the payment office advises.
- d. The recipient must request advance payments for anticipated expenditures at time intervals as close as is administratively feasible to the actual disbursements by the recipient, and for the minimum amounts necessary for particular milestones.
- e. To request an advance payment, the recipient must submit (preferably electronically) to the payment office the *Standard Form 1034 (SF-1034) "Public Voucher for Purchases and Services Other Than Personal"* ([http://contacts.gsa.gov/webforms.nsf/0/57675C8BB6CE880B85256A3F004125BD/\\$file/SF1034.pdf](http://contacts.gsa.gov/webforms.nsf/0/57675C8BB6CE880B85256A3F004125BD/$file/SF1034.pdf)). The recipient must print the statement "Request for Advance" at the top of the form.
- f. The recipient may submit requests for advances to the paying office specified in this award as often as may be necessary to meet projected expenses. Each request must specifically identify the milestone(s) to which the advance applies. In no event may the recipient request or receive an advance greater than the amount of the milestone for which the advance is requested.

- g. Advance payments must be liquidated against milestones and their amounts. This will occur when milestones are met and accepted by USAID. The recipient must refund to USAID any advance amounts above the milestone amount for which the advance was received.
- h. When this award expires, the recipient must immediately return all funds that USAID has advanced to the recipient in excess of any completed milestones. USAID reserves the right, at any time, to 1) withhold or offset payments to or 2) require refund by, the recipient of any amount the recipient received for milestones that are not, or cannot feasibly be, completed.
- i. Cash advances made by the recipient to sub recipients or the recipient's field organizations must conform substantially to paragraphs a., b., c., d. and h. of this provision. In the case of paragraph c., any interest over \$250 per account, per year must be remitted through the prime recipient.

[END OF PROVISION]

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

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

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

- (1) Must notify potential subrecipients that no entity (see definition in paragraph c. of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
- (2) May not make a subaward to an entity unless the entity has provided its DUNS number to you.

c. Definitions. For purposes of this award term:

(1) Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at www.ccr.gov/).

(2) Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained

e. This provision does not need to be included in sub awards.

[END OF PROVISION]

3. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (OCTOBER 2010)

a. Reporting of First-Tier Subawards.

(1) Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

(2) Where and when to report.

(i) You must report each obligating action described in paragraph a.(1) of this award term to www.fsrs.gov.

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

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

b. Reporting Total Compensation of Recipient Executives.

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

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

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

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

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

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

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

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

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

c. Reporting of Total Compensation of Subrecipient Executives.

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

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

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

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

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

(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;
- (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 PROVISION]

4.USAID ELIGIBILITY RULES FOR PROCUREMENT OF COMMODITIES AND SERVICES (JUNE 2012)

a. 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 and Suspension” 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.

b. 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>.

c. 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. d. This provision must be included in all subagreements, including subawards and contracts, which include procurement of the commodities or services specifically listed as or in milestones.

[END OF PROVISION]

5.REPORTING HOST GOVERNMENT TAXES (JUNE 2012)

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

(i) Contractor/recipient name.

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

(iii) Agreement number(s).

(iv) 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.

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

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

(vii) 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. The recipient must include this reporting requirement in all applicable sub agreements, including sub awards and contracts.

[END OF PROVISION]

6.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.

[END OF PROVISION]

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

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

[END OF PROVISION]

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

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

[END OF PROVISION]

9. VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (JANUARY 2009)

a. Voluntary Participation and Family Planning Methods:

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

(2) Activities which provide family planning services or information to

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

b. Requirements for Voluntary Family Planning Projects

- (1) A family planning project must comply with the requirements of this paragraph.
- (2) A project is a discrete activity through which a governmental or nongovernmental organization or Public International Organization (PIO) provides family planning services to people and for which funds obligated under this award, or goods or services financed with such funds, are provided under this award, except funds solely for the participation of personnel in short-term, widely attended training conferences or Programs.
- (3) Service providers and referral agents in the project must not implement or be subject to quotas or other numerical targets of total number of births, number of family planning acceptors, or acceptors of a particular method of family planning. Quantitative estimates or indicators of the number of births, acceptors, and acceptors of a particular method that are used for the purpose of budgeting, planning, or reporting with respect to the project are not quotas or targets under this paragraph, unless service providers or referral agents in the project are required to achieve the estimates or indicators.
- (4) The project must not include the payment of incentives, bribes, gratuities or financial rewards to (i) any individual in exchange for becoming a family planning acceptor, or (ii) any personnel performing functions under the project for achieving a numerical quota or target of total number of births, number of family planning acceptors, or acceptors of a particular method of contraception. This restriction applies to salaries or payments paid or made to personnel performing functions under the project if the amount of the salary or payment increases or decreases based on a predetermined number of births, number of family planning acceptors, or number of acceptors of a particular method of contraception that the personnel affect or achieve.
- (5) A person must not be denied any right or benefit, including the right of access to participate in any program of general welfare or health care, based on the person's decision not to accept family planning services offered by the project.
- (6) The project must provide family planning acceptors comprehensible information about the health benefits and risks of the method chosen, including those conditions that might render the use of the method inadvisable and those adverse side effects known to be consequent to the use of the method. This requirement may be satisfied by providing information in accordance with the medical practices and standards and health conditions in the country where the project is conducted through counseling, brochures, posters, or package inserts.
- (7) The project must ensure that experimental contraceptive drugs and devices and medical procedures are provided only in the context of a scientific study in which participants are advised of potential risks and benefits.
- (8) With respect to projects for which USAID provides, or finances the contribution of, contraceptive commodities or technical services and for which there is no sub award or contract under this award, the organization Implementing a project for which such assistance is provided must agree that the project will comply with the requirements of this paragraph while using such commodities or receiving such services.

(9)

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

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

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

c. Additional Requirements for Voluntary Sterilization Programs

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

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

(3) Further, the recipient must document the patient's informed consent by (i) a written consent document in a language the patient understands and speaks, which explains the basic elements of informed consent, as set out above, and which is signed by the individual and by the attending physician or by the authorized assistant of the attending physician; or (ii) when a patient is unable to read adequately a written certification by the attending physician or by the authorized assistant of the attending physician that the basic elements of informed consent above were orally presented to the patient, and that the patient thereafter consented to the performance of the operation. The receipt of this oral explanation must be acknowledged by the patient's mark on the certification and by the signature or mark of a witness who speaks the same language as the patient.

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

d. Prohibition on Abortion-Related Activities:

(1) No funds made available under this award will be used to finance, support,

or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term “motivate,” as it relates to family planning assistance, must not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

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

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

[END OF PROVISION]

ATTACHMENT 6 AFGHANISTAN SPECIFIC CLAUSES

1. VETTING:

4-14.001

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

(a) The recipient must complete and submit the "USAID Information Form" for vetting to be vetted 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-US citizen or non-permanent legal resident of the United States; or (2) any entity that is not formed in the United States or for which 50% or more of the equity is owned or controlled by persons who are not U.S. citizens or permanent legal residents of the United States.

"Key individuals" means (i) an individual or entity owning 10% or more equity stake in the organization, whether publically- or privately-held; (ii) principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer or secretary of the board of directors or board of trustees); (iii) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director; president, vice president); (iv) the program manager

or chief of party for the USA ID-financed program: and (v) any other person with significant responsibilities for administration of USAID financed activities or resources.

- (c) The requirements of paragraph (a) of this clause must be completed prior to the Government's acceptance of the grant and following that, at the earlier of:
 - (i) Once a year; or
 - (ii) When there is a change or addition to any entity or person identified in paragraph (a).

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

[END OF PROVISION]

2. AFGHANISTAN'S NGO REPORTING REQUIREMENTS

According to Article 31 of Afghan non-governmental organizations (NGO) Law, all not-for-profit NGOs (domestic and international) must submit two semi-annual reports and one annual report to the central *and/or* regional offices of The Ministry of Economy (MOE). Failure to submit the required reports may lead to program audits and fines from the Afghan government.

(1) Semi-annual report: All NGOs are expected to submit semi-annual reports every six months, at the end of the month of Son bola (after the 21st of September), and again at the end of the year, as measured by the Afghan calendar. There are two reporting forms -Forms 01 and 02 [These forms can be obtained from the NGOs Department of Ministry of Economy] - which may need to be completed in connection with the semi-annual report. Form 01 is applicable to all registered NGOs. Form 02 is applicable only to those foreign NGOs, which give grants to other NGOs operating in Afghanistan.

(2) Annual report: All NGOs must submit an annual narrative report, which describes the past year's activities and details the financial information by the 21st of June. There is no form or specified format for this report.

It is important to USAID and the U.S. government that our implementing partners comply with Afghan laws. As such, please carefully read the full guidelines on these reporting requirements as posted at <http://www.counterpart-afg.org/INGOReportingGuideline.htm> . USAID also recommends that all NGOs consult their Afghan legal advisor to make sure you are meeting requirements

3. TAX EXEMPTIONS UNDER AFGHANISTAN TAX LAW

Afghanistan's Income Tax Law, enacted in 1965 and amended in 2005 and most recently in 2009, was modeled on the U.S. tax law. Article 10 of the IRoA Income Tax Law defines a category of "Tax Exempt Organizations" similar to a charitable organization under Section 501(c)(3) of the U.S. IRS Code. To qualify as an exempt organization under Article 10, an organization must be (1) established under the laws of Afghanistan, (2) organized and operated exclusively for educational, cultural, literary, scientific, or charitable purposes and (3) contributors, shareholders, members or employees either during the operation or upon dissolution of the organization ... must not benefit from the organization. The contributions and income received from the necessary operations of qualifying organizations are exempt from taxation.

Annual Tax Filing

The 2009 amendments to the Income Tax Law provide details of on the legal requirement for annual tax filing. Even though an entity may be exempt from taxes, the organization is still required to file a tax return if they fit the criteria as outlined in Article 87, regardless of the fact that they may owe no tax. Failure to file a return may result in penalties for failing to file. Annual income tax returns, as well as all other tax returns, are available at the Medium Tax Office.

Tax Exemptions for USAID Partners

The Point Four General Agreement for Technical Cooperation, dated February 7, 1951, is the framework bilateral agreement for all USAID activities in Afghanistan. It includes a provision that states that:

Any funds, materials and equipment introduced into Afghanistan by the Government of the United States of America pursuant to such program and project agreements shall be exempt from taxes, service charges, investment or deposit requirements, and currency controls.

In addition, USAID has four over-arching Strategic Objective Grant Agreements (SOAGs) with the GIROA that encompass all of the programs USAID finances in Afghanistan. The SOAGs contain identical tax exemption provisions that follow from and clarify the scope of the tax exemption contained in the 1951 Bilateral Agreement. The specific language of the tax exemption provisions in the SOAG is found in Attachment 1.

Withholding Tax on Subcontractor

In March 2009, a new provision was added to the Tax Law. Article 72 provides for a withholding tax on subcontractors. Subcontractors, who are not registered with AISA and that provide supplies, materials, construction and other services under contract, are subject to a 7% fixed tax in lieu of income tax. This tax is withheld from the gross amount payable to the subcontractor. However, subcontractors, who are registered with AISA and provide the services listed above, are subject to a 2% withholding tax. The tax withheld is creditable against subsequent tax liabilities for the subcontractor. U.S. Agency for International Development <http://afghanistan.usaid.gov/> 4 This tax is a withholding tax. The prime contractor is to withhold the tax from the subcontractor and remit the tax to the Da

Afghanistan Bank to the account of the Medium Tax Office, bank account number #1203043. Forms for subcontract withholdings can be obtained at the Medium Tax Office. Subcontractors, subject to this Article are required, upon signing the subcontract, to send a copy of the subcontract to the Medium Tax Office. Natural persons who earn taxable salaries are excluded from this provision. Under the USAID Tax Exemption language in our SOAGs, the withholding only applies to national subcontractors, i.e. Afghan subcontractors. Foreign subcontractors are exempt from such withholding. However, USAID prime contractors/partners are not exempt from withholding this tax on their Afghan subcontractors. The SOAG exempts non-national organizations and persons from the withholding – not Afghan organizations or Afghan citizens.

Foreign/International subcontractors to USAID prime contractors are exempt from taxes under the SOAGs, similar to their prime contractors. However, the legal division of the Afghanistan Revenue Department (ARD) must issue a letter (exemption certificate) to each exempt subcontractor in order to effect the exemption for administrative purposes under Afghan law. In other words, each subcontractor must have an official exemption letter from the ARD. To obtain the exemption certificate, the prime contractor submits a letter to the ARD Legal Department on behalf of its subcontractors requesting the exemption, i.e. a private ruling. A copy of the subcontractors cover sheet to its contract must be included with the request. The Legal Department of ARD has copies of the SOAG, so it is not necessary to provide the SOAG as an attachment. The letter however should reference that the prime and the subcontractor are implementing a USAID activity under the applicable SOAG. The Legal Department will review the documents and issue a letter confirming exemption. If the exemption letter is not issued by ARD, the subcontractors will not be exempt from tax.

4. SPECIAL PROVISION FOR PERFORMANCE IN AFGHANISTAN (JULY 2010)

All recipient personnel deploying to Afghanistan under grants or cooperative agreements with a performance period over 30 days or valued at more than \$100,000 must be accounted for in the Department of Defense maintained Synchronized Pre-deployment and Operational Tracker (SPOT) system. Information about SPOT is available at <http://www.dod.mil/bta/products/spot.html> as well as from the Agreement Officer (AO) or Agreement Officer's Technical Representative (AOTR). Recipient shall register those individuals requiring SPOT-generated Letters of Authorization (LOAs) in SPOT before deploying any employees or consultants to Afghanistan. If individuals are already in Afghanistan at the time the recipient employs them, the recipient must enter each individual upon his or her becoming an employee or consultant under this award. Personnel that do not require LOAs are still required to be accounted for in SPOT for reporting purposes either individually or via an aggregate tally methodology. The recipient must maintain and keep current all employee and consultant data in SPOT. Information on how individual and/or aggregate tally registrations will be made in SPOT is available from the Agreement Officer (AO) or Agreement Officer's Technical Representative (AOTR).

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

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

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

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

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

ATTACHMENT 7 VOUCHER FORMAT

All requests for payment must correspond to a milestone specified in the FOG. Vouchers must list milestones, not costs, as the product, task, deliverable or objective for which reimbursement is being made. Only the GOR or the GO may give administrative approval of recipient vouchers. Invoices must be submitted using the SF-1034. The preferred method of transmission of invoices is through electronic medium at the following address:

KabulAIDvouchers@usaid.gov. Subject line shall read Milestone Voucher for CCD Award #AID-306-F-13-00010. The SF-1034 must be signed, and it must be submitted along with the invoice and any other documentation in Adobe format. If submitting invoices electronically, do not send a paper copy. Once invoice has been properly submitted, the average time to payment is approximately three weeks. Paper copy submission: One (1) original of each invoice shall be submitted on an SF -1034 Public Voucher for Purchases and Services Other Than Personal to the Office of Financial Management (OFM) at the following address:

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