



USAID | AFGHANISTAN

FROM THE AMERICAN PEOPLE

October 11, 2012

Mr. Gordon Hein
Vice President
The Asia Foundation
465 California Street 9th Floor
San Francisco CA 941104
USA
Tel. 415 982 4640

Subject: Grant NoAID-306-G-12-0003 – Survey of the Afghanistan People Program

Dear Mr. Hein:

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

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

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

Please acknowledge your receipt of this Award on page 2 and return the original to the Agreement Officer.

Sincerely,

Michael Ashkouri;
Agreement Officer
Deputy Director for Operations
USAID/Afghanistan

Attachments:

1. Schedule
2. Program Description
3. Standard Provisions
4. Branding and Marking

ACKNOWLEDGED:

BY:

Mark Kuyper

TITLE:

Country Representative

DATE:

9.30.2012

ACCOUNTING AND APPROPRIATION DATA

A. GENERAL

1.	Total Estimated USAID Amount	:	\$750,000
2.	Total Obligated USAID Amount	:	\$250,000
3.	Cost Share (Non-Federal)	:	\$ 2,103,252
4.	Activity Title	:	Survey of the Afghanistan People Program
5.	TIN	:	94-119-1246
6.	DUNS Number	:	074-632-001
7.	LOC Number	:	hhs-76-AOP

B. SPECIFIC

Requisition Number	:	REQ-306-12-000220
BBFY	:	2011
EBFY	:	2012
FUND	:	ES
OP	:	AFGHANISTA
PROGRAM AREA	:	A26
DISTRIBUTION CODE	:	306-M
PROGRAM ELEMENT	:	A140
TEAM/DIV	:	AFG/DGO
BGA	:	306
SOC	:	4100201

C. **PAYING OFFICE**
M/FM/CMP-LOC Unit
USAID / Washington
1300 Pennsylvania
Avenue
Washington, DC, 205

Email: loc@usaid.gov

D. **ADMINISTRATIVE OFFICE**

a). Agreement Officer (AO)
Afghanistan Office of Acquisition and Assistance
USAID/Afghanistan
Great Massoud Road
Kabul

(b). Agreement Officer Representative (AOR)
Office of Democracy and Governance
USAID/Afghanistan
Great Massoud Road
Kabul

ATTACHMENT 1- SCHEDULE

A.1 PURPOSE OF AWARD

The purpose of this Grant is to provide support for the program described in Attachment 2 to this Grant entitled "Program Description."

A.2 PERIOD OF AWARD

1. The effective date of this Award is October 11, 2012. The estimated completion date of this Award is October 10, 2015

A. 3 AMOUNT OF AWARD AND PAYMENT

1. AMOUNT OF AWARD AND PAYMENT1. The total estimated amount of this Award for the period shown in A.2.1 above is \$750,000.
2. Funds obligated hereunder are anticipated to be sufficient through approximately October 07, 2013. The recipient is authorized to continue expending obligated funds, if available beyond that date, but not after the estimated completion date set forth in this agreement.
3. USAID hereby obligates the amount of \$250,000 for program expenditures during the first year of the period set forth in A.2.2 above and as shown in the Budget below. The Recipient will be given written notice by the Agreement Officer if additional funds will be added. USAID is not obligated to reimburse the Grantee for the expenditure of amounts in excess of the total obligated amount.
4. Payment will be made to the Recipient by Letter of Credit (LOC # HHS-76-AOP) in accordance with procedures set forth in 22 CFR 226
5. Until such time as the obligated amount shall equal the total estimated amount of this Award, additional increments of funds may be obligated by USAID through a unilateral modification to this Award, subject to availability of funds, successful performance by the Recipient, possible evaluation of the program, program priorities at the time, and the requirements of 22 CFR 226.25.

A. 4 AWARD BUDGET

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

a. Budget table

Activity	Year 1\$	Year 2 \$	Year 3 \$	Total \$USAID	Third party Cost Share \$	Total Program Cost \$
Personnel	343,48	31,445	30,597	96,391	269,650	366,041
Fringe Benefits	15,928	15,355	15,364	46,647	130,713	177,360
Travel	7,393	7,362	7,444	221,99	62,262	84,462
Contractual	75,692	75,368	81,256	232,316	652,396	884,712
Other Direct Cost	87,854	94,351	89,291	271,495	761,709	1,033,204
Indirect Cost	28,785	26,119	26,047	80,951	226,522	307,473
Grand Total	\$250,000	\$250,000	\$250,000	\$750,000	\$2,103,252	\$2,853,252

(b) Budget Revisions

1. Reporting of Deviations from Budget Plan:

The summary budget set forth in paragraph (a) above is based on the detailed budget that the Recipient submitted with its application for this Award. The Recipient's detailed budget (as may be adjusted by USAID to correct any mathematical errors) constitutes the approved budget plan for this Award. In accordance with 22 CFR 226.25(b), the Recipient shall report all deviations from the approved budget plan.

(2) Prior Approval Required for Transferring Funds among Cost Categories by More Than 10% of Total Estimated Amount

In accordance with 22 CFR 226.25(f), the Recipient may not transfer funds among cost categories by more than 10% of the total estimated amount of this Award (see Section A.3 above) without the prior written approval of the Agreement Officer. Approval is also required for other budget revisions, as described in paragraph (b) (3) below, even if the budget revision is within the 10% restriction described herein.

(3) Prior Approval of Certain Revisions to Budget Plan

In accordance with 22 CFR 226.25(b), the Recipient shall request prior approval from the USAID Agreement Officer for the specific budget revisions described in 22 CFR 226.25(c) (1) through (c) (8).

A.5 INDIRECT COST RATE

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

	Effective Period		
TYPE	From	Through	Rate
Provisional	10-01-11	Until Amended	14.96%

Base of Application:

Total costs excluding headquarter G&A, in kind contributions, capital purchases, equipment having a useful life of more than one year and an acquisition cost of \$5,000 or more and subcontract or sub-grant costs in excess of \$75,000 of sub-grant or subcontract regardless of the period covered by the sub-grant or subcontract.

Note: Sub-grant and subcontract amounts are determined based upon cash payments made by the Foundation to outside organizations or persons under the terms of a grant or contract agreement. Employment or consulting contracts with individuals are not subject to the \$75,000 limit and are fully burdenable.

A.6 SUB-AWARD, TRANSFER, OR CONTRACTING-OUT OF ANY WORK (OTHER THAN THE PURCHASE OF SUPPLIES, MATERIAL, EQUIPMENT, OR GENERAL SUPPORT SERVICES)

Pursuant to 22 CFR 226.25(c)(8), prior approval is required for the sub-award, transfer, or contracting-out of any work hereunder (other than the purchase of supplies, material, equipment, or general support services), unless it was described in the Recipient's application (see Attachment B of this Award) and funded in the approved budget of the award. Except as indicated above all other contracts sub-awards, transfers, and sub grants must have the prior approval of the Agreement Officer.

A.7 REPORTING AND EVALUATION

(a) Financial Reporting

(1) Reporting of Expenditures

In accordance with 22 CFR 226.52, the SF 425 and SF 425a are used to report actual expenditures and are required on a quarterly basis. The Recipient shall submit these forms in the following manner:

The SF 425 (as appropriate) must be submitted to the Agreement Officer's Representative (AOR), Agreement Officer and the Office of Financial Management at kabulfinancialreport@usaid.gov. These reports shall be submitted within 45 calendar days from the end of each quarter, except that the final report shall be submitted within 90 calendar days from the estimated completion date of this Award.

(b) Program Reporting: The recipient shall submit one original and two (2) copies of a performance report to USAID/ Afghanistan, AOL, one copy to the Agreement officer. The performance reports are required to be submitted quarterly and shall be in compliance with the program description.

(2) Program Planning Reports:

(a) Annual Work-Plans

- (i) Not later than 60 days from the effective date of this Award, the Recipient shall submit one hard copy to the AOR of a draft annual work-plan, covering the first year of this Award. The work-plan shall include the activities planned to be conducted, the site(s) where they will be conducted, benchmarks/milestones and annual performance targets; the outputs/outcomes which the Recipient expects to achieve; and the inputs planned to be provided by the Recipient, during the work-plan period. Included shall be an explanation of how those inputs are expected to achieve the outputs/outcomes and benchmarks/milestones. The work-plans will also include the Recipient's planned international travel, as described in paragraph (a)(1) of the Standard Provision set forth in Attachment C of this Award entitled "International Air Travel and Transportation."
- (ii) Not later than 60 days prior to the beginning of each subsequent year, the Recipient shall submit one copy to the AOR of draft annual work-plans for each subsequent year. The work-plans shall include the activities planned to be conducted, the site(s) where they will be conducted, and benchmarks/milestones; the outputs/outcomes which the Recipient

expects to achieve; and the inputs planned to be provided by the Recipient, during the work-plan period. Included shall be an explanation of how those inputs are expected to achieve the outputs/outcomes and benchmarks/milestones. The work-plans will also include the Recipient's planned international travel, as described in the applicable Standard Provision, "International Air Travel and Transportation."

The AOR shall review the draft annual work-plan, and shall provide comments within 30 days from receipt. Thereafter, the Recipient shall submit one copy of the final work-plan within 15 days of receipt of the AOR's comments to the AOR for approval.

(b) Monitoring and Evaluation (M&E) Plan

- (i) Not later than 60 days from the effective date of this Award, the Recipient shall submit to the AOR a draft M&E plan. The M&E plan shall include a detailed plan for managing the collection of data in order to monitor performance and report thereon. The M&E plan shall specify the source, method of collection, and schedule of collection for each datum required; and assign responsibility for collection to a specific partner, team, or individual. The M&E plan shall also describe critical assumptions. Also included must be performance baseline data that describe the prevailing conditions of a beneficiary population and/or the situation at the onset of the program, the magnitude of the problem and/or the needs that the Recipient's program will address, performance indicators (including appropriate rationale and justification therefore), and numerical performance targets delineated by the U.S. Government's fiscal year (*i.e.*, AOTR per October 1st – September 30th) or part thereof. If disaggregated data are required, the M&E plan must be capable of accomplishing this. If disaggregated data are not feasible, the M&E plan (including performance indicators) must assess impact on disaggregated populations indirectly.

The AOR will provide comments within 30 days, and the Recipient shall then submit three copies of the final M&E plan within 15 days of receipt of the AOR's comments to the AOR for approval. The M&E plan must be approved by the AOR.

(3) Performance Monitoring Reports

(A) Notifications

The Recipient shall submit one copy to the AOR and one copy to the Agreement Officer of notifications (in writing), as follows:

- (i) Developments which have a significant impact on the activities supported by this Award; and
- (ii) Problems, delays, or adverse conditions which materially impair the ability to meet the objectives of this Award. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the problem.

(B) Quarterly Program Performance Reports

- (i) The Recipient shall submit one copy of a concise and brief quarterly program performance report to the AOTR. Electronic submissions are preferred over hard-copy.
- (ii) Reporting periods are calendar quarters.

- (iii) The due-date for these program performance reports is not later than 30 days after the end of each reporting period. However, if the reporting period ends before 45 days from the effective date of this Award, or less than 30 days from the estimated completion date of this Award and this Award is not being extended, no submission shall be required. All other reporting requirements shall, however, apply.
- (iv) At a minimum, these reports shall include the following:
 - A comparison of actual accomplishments, both for the reporting period and cumulatively, with the established goals and objectives, and expected results; the findings of the investigator; or both. Data (both qualitative and quantitative) must be presented using established baseline data and indicators, and be supported by a brief narrative. Whenever appropriate and the output of programs or projects can be readily quantified, such quantitative data should be related to cost data for computation of unit costs;
 - Reasons why established goals were not met (if applicable), the impact on the program objective(s), and how the impact has been/will be addressed; and
 - Other pertinent information including, when appropriate, success stories (if available) which illustrate the direct positive effects of the program; how unforeseen circumstances affected overall performance compared to original assumptions (if applicable), how activities were accordingly adjusted or re-targeted; and analysis and explanation of cost overruns or high unit costs.

(C) Annual Program Performance Reports

- (i) The Recipient shall submit one copy of a concise and brief annual program performance report to the AOR. Electronic submissions are preferred over hard-copy.
- (ii) Reporting periods are the anniversary dates of this Award.
- (iii) The due-date for these program performance reports is not later than 30 days after the end of each reporting period. However, if the reporting period ends before 30 days from the effective date of this Award, or less than 30 days from the estimated completion date of this Award and this Award is not being extended, no submission shall be required. All other reporting requirements shall, however, apply.
- (iv) At a minimum, these reports shall include the following:
 - A comparison of actual accomplishments, both for the reporting period and cumulatively, with the established goals and objectives, and expected results; the findings of the investigator; or both. Data (both qualitative and quantitative) must be presented using established baseline data and indicators, and be supported by a brief narrative. Whenever appropriate and the output of programs or projects can be readily quantified, such quantitative data should be related to cost data for computation of unit costs;
 - Reasons why established goals were not met (if applicable), the impact on the program objective(s), and how the impact has been/will be addressed; and
 - Other pertinent information including, when appropriate, success stories (if available) which illustrate the direct positive effects of the program; how unforeseen

circumstances affected overall performance compared to original assumptions (if applicable), how activities were accordingly adjusted or re-targeted; and analysis and explanation of cost overruns or high unit costs.

(4) Final Report

(A) The Recipient shall submit one copy of an annual and/or final results report to the AOR.

Electronic submissions are preferred over hard-copy. These results reports shall cover the period October 1st through September 30th of each year, or parts thereof. If this Award expires during the reporting period, the Recipient shall submit a final report not later than 90 days after the estimated completion date. Otherwise, the Recipient shall submit an annual report not later than December 31st. These annual and final results reports shall emphasize quantitative as well as qualitative data that reflect results, shall measure impact using the baseline data and indicators established for the program, and shall, at a minimum, include the following:

- i. Number of beneficiaries targeted during the reporting period;
- ii. Number of beneficiaries reached during the reporting period;
- iii. Cumulative number of beneficiaries targeted to date;
- iv. Cumulative number of beneficiaries reached to date;
- v. Total numbers of beneficiaries targeted and reached to date;
- vi A description of assessments and surveillance data used to measure results;
- vii. Success stories and an explanation of successes achieved, constraints encountered, and adjustments made for achieving Program objectives;
- viii. A discussion of the overall performance of the program, including details of any discrepancies between expected and actual results and any recommendations for improving the design of the program;
- ix. Overall cost effectiveness, with particular attention paid to cost savings and/or cost overruns, and other significant cost impacts such as major exchange rate fluctuations or other types of inflation shall be detailed;
- x. A comparison of actual accomplishments, both for the reporting period and cumulatively, with the established goals and objectives, and expected results; the findings of the investigator; or both. Data (both qualitative and quantitative) must be presented using established baseline data and indicators, and be supported by a brief narrative. Whenever appropriate and the output of programs or projects can be readily quantified, such quantitative data should be related to cost data for computation of unit costs;
- xi. Reasons why established goals/targets were not met (if applicable), the impact on the program objective(s), and how the impact has been/will be addressed; and
- xii Other pertinent information including, when appropriate, success stories (if available) which illustrate the direct positive effects of the program; how unforeseen circumstances affected overall performance compared to original assumptions (if applicable), how activities were accordingly adjusted or re-targeted; and analysis and explanation of cost

overruns or high unit costs.

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

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

A.8 APPROVAL OF SPECIFIED KEY PERSONNEL

USAID may designate as key personnel only those positions that are essential to the successful implementation of an award. USAID's policy limits this to a reasonable number of positions, generally no more than five positions or five percent of recipient employees working under the award, whichever is greater. The personnel are subject to the approval of the USAID Agreement Officer's Representative (AOR). The Recipient agrees to notify USAID at least 30 days in advance of the diversion of any personnel filling such positions identified below. Further, the Recipient agrees to notify USAID as soon as possible of the removal of any personnel filling such positions identified below.

- Research Director
- Survey Manager

A.9 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this award is 935.

A.10 RESTRICTIONS ON FUNDING FOR LAW ENFORCEMENT

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

A.11 CLOSEOUT PLAN

In accordance with Automated Directive System (ADS 3030) and 22 CFR 226.71-73, 30 days prior to the completion date of the Cooperative Agreement, the Recipient shall submit a Closeout Plan to the Agreement Officer and AOR. The closeout plan shall include, at a minimum, an illustrative Property

Disposition plan; a delivery schedule for all reports or other deliverables required under the Agreement; and a time line for completing all required actions in the Closeout Plan, including the submission date of the final Property Disposition plan to the Agreement Officer's Technical Representative. The closeout plan shall be approved in writing by the Agreement Officer.

A.12 OPERATION AND TRAVELS:

In accordance with ADS 312.3.3.2 (b) "Motor Vehicles", USAID/ Grant Officer duly approves the rent of the vehicle for 180 days. However, TAF must notify the AOR and request for a waiver for the extension beyond the completion of 180 days.

A.13 VETTING:

I. 4-14.001 (the Contracting Officer shall modify as appropriate for assistance awards)

Information for Non-US contractors, subcontractors, and key individuals.

- (a) The contractor must complete and submit the "USAID Information Form" in appendix B. for:
- (i) Itself, if it is a non-U. S. entity;
 - (ii) Each subcontractor or subcontractor of a subcontractor, 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 at prior to the Government's acceptance of the contract and following that, at the earlier of:

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

- (d) 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)

II. 4-14.002 [Assistance Awards shall use the ATC as set forth in Appendix D)

Certification Regarding Provision of Support to Persons Engaged in Terrorism

- (a) By entering into this contract, the contractor certifies, to the best of its know ledge and belief that:

1. The Contractor, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.

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

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

b. Before providing any material support or resources to an individual or entity, the Contractor also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Osama Bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Contractor should refer to the consolidated list available online at the Committee's website: <http://www.un.org/Docs/sc/committees/1267/1267ListHng.htm>.

c. Before providing any material support or resources to an individual or entity, the Contractor will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.

d. The Contractor also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

3. For purposes of this Certification:

a. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment. Facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials."

b. "Terrorist act" means-

(i) An act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.iaj.org/English/Terrorism.asp>); or

(ii) An act of premeditated, politically motivated violence perpetrated against noncombatant targets by sub-national groups or clandestine agents; or

(iii) Any other act intended to cause death or serious bodily injury) to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

c. "Entity" means a partnership, association, corporation, or other organization, group or subgroup.

d. References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Contractor has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

e. The Contractor's obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Contractor that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Contractor has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

(b) By entering into this contract, the Offeror acknowledges that it has a continuing obligation and shall notify the Contracting Officer within 72 hours in writing if it has intentionally or unintentionally taken any actions that have the result and effect of being inconsistent with the certification in subsection (a) of this clause.

(c) The certification in paragraph (a) of this provision and the requirement to update the contracting officer as to a change in status as set forth in paragraph (b) are material representations upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, or did not notify the contracting officer in writing of a change in such certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

III. Restrictions on certain foreign purchases (June 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFACs implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

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

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

[In addition to the clauses set forth above, the following clause shall be included in any contract, grant or cooperative agreement awarded by USAID (i.e. USAID prime awards only)]

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

(Use additional continuation sheets as necessary)

Part I: Information About Proposed Activities (all parts mandatory)		
1. Name of the proposed awardees of USAID contract or assistance (Firms must include a copy of applicable licenses to do business in Afghanistan)		
2. Type of proposed award or other assistance (check one): <input type="checkbox"/> Contract or Subcontract <input type="checkbox"/> Grant or Sub-grant <input type="checkbox"/> Training <input type="checkbox"/> Equipment <input type="checkbox"/> Other		
3. US\$ amount and estimated start/end date of proposed award or assistance: Dollar amount: \$ Start: End:		
4. Purpose of proposed award or assistance:		
5. Organization proposed to receive award or other assistance:		
a. Name:		b. JCCS Registration #
c. Address:		
d. Telephone:	e. Fax:	f. Email:
g. Tribal affiliation or clan		
6. Information on Key Individuals associated with the organization named in 5 above, or, if no organization is listed, information on each individual to receive cash or in-kind assistance (including technical assistance). Use continuation sheets as necessary. ** = mandatory information.		
A. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth:**	Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if "key individual"):**
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:		Occupation:
Address of residence:**		Citizenship(s):** (Afghans: Tribal affiliations and Father's Name)
Email:		
Part II: Contractor/Grantee/Recipient Certification:		
Potential Awardee certifies in submitting this form that it has taken reasonable steps (in accordance with sound business practices) to verify the information contained in this form. Contractor/Grantee/Recipient understands that the U.S. Government may rely on the accuracy of such information in processing this vetting request.		
Name:		Signature:
Title/Organization:		Date:
Part III: Submission details (to be completed by USG vetting official)		
Vetting request number		
Staff member who initiated request		
Project name		
Date submitted for screening		

B. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth:**	Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if "key individual"):**
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:**		Occupation:
Address of residence:**		Citizenship(s):** (Afghans: Tribal affiliations and Father's Name)
Email:		
C. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth:**	Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if "key individual"):**
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:**		Occupation:
Address of residence:**		Citizenship(s):** (Afghans: Tribal affiliations and Father's Name)
Email:		
D. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth:**	Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if "key individual"):**
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:		Occupation:
Address of residence:**		Citizenship(s):** (Afghans: Tribal affiliations and Father's Name)
Email:		
E. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth:**	Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if "key individual"):**
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:		Occupation:
Address of residence:**		Citizenship(s):** (Afghans: Tribal affiliations and Father's Name)
Email:		

ATTACHMENT 2 – PROGRAM DESCRIPTION

The Asia Foundation Final Technical Proposal dated June 27, 2012 is hereby inserted here as the program description to this Grant.

Summary

USAID seeks to build Afghan capacity to conduct annual national-level public opinion research and disseminate results through a new, three-year \$750,000 “The Survey of the Afghan People.” The program shall support survey research, drive substantive policy discourse about salient development issues in Afghanistan and build local survey research capacity. The program will build local capacity by relying fully on Afghan researchers to collect, analyze and disseminate research findings. The program’s main deliverables are:

1. Conduct public opinion research;
2. Increase public awareness by disseminating research results; and
3. Develop local capacity for survey research

Background

USAID has supported seven annual nationwide surveys in Afghanistan (2004, 2006, 2007, 2008, 2009, 2010 and 2011). The results of these past surveys were widely disseminated and have been utilized by the Government of the Islamic Republic of Afghanistan (GIROA), Afghan civil society and the international community to inform program and policy design. With each passing year, the surveys have become more accepted as a valid and reliable barometer of public opinion in Afghanistan. The Survey is increasingly used to inform program and policy development by the USG, Afghan and international officials, as well as universities and other non-government organizations. Because the surveys have been conducted over many years, their continuation will allow for comparison of results over time.

The “The Survey of the Afghan People” program shall be organized around the following three major tasks:

Component 1: Conduct public opinion research in Afghanistan

For the period 2012 to 2014, technical assistance will be provided to Afghan researchers collaborating on the project to prepare research protocols; collect and analyze data and ensure quality-control. Consultative approaches, including coordination meetings with USAID will be used to update and refine the questionnaire to include new areas of interest. USAID will finalize the survey tool (or questionnaire) and population samples; ensure quality control in translation will test and validate the tool and oversee fieldwork towards gathering the survey data.

Donors and other key stakeholder’s will participate as appropriate and relevant to their program interests during development of the survey tool to ensure that the research products are useful to a wide range of stakeholders.

Specific objectives within the period 2012 to 2014 include:

- Survey tool developed that incorporates best research practices to-date and gathers information about issues that include: security, reconciliation and reintegration, the economy, development and service delivery, government, corruption, political participation, the justice system, women’s issues, access to information and overall attitudes towards Afghanistan’s future;
- Broad-based consultations with GIROA’s CSO, USAID and other donors and stakeholders in the development and review of the survey tool;
- Determination of randomized population samples throughout Afghanistan; and
- Translation, testing and validation of the survey tool.

Component 2: Develop local capacity for survey research

Support for the development of cadre of Afghan men and women survey researchers (approximately 150 people around Afghanistan) capable of conducting field work and analysis with less reliance on donor expertise. This includes Afghan research entities to gather and analyze the survey data. Technical assistance and training to participating Afghan male

and female researchers will also be enabling these individuals to independently plan, design and execute public opinion surveys and make effective use of the results. The new program will ensure that increased numbers of women researcher analysts and surveyors (e.g., those implementing the survey tool in the field) collaborate on the project. Women's inclusion in each annual survey design and implementation will help ensure that gender-specific concerns and issues are adequately addressed. Similarly, female survey respondents may feel more comfortable – and thereby respond more truthfully – to survey questions, thereby improving quality and reliability of results.

Specific objectives within the period 2012 to 2014 include:

- At least a 10% increase in the number of women researcher analysts and surveyors trained and collaborating with the project each year, with 2012 as the base-year;
- Participating Afghan researchers (approximately more than 150 persons) trained in survey research methodology; and
- Participating Afghan surveyors (approximately more than 150 persons) trained in implementing the survey tool in a way that ensures objectivity and respects respondents' anonymity.

Component 3: Increase public awareness through the dissemination of public survey results

The survey results will be disseminated to a broad audience within Afghanistan through round table discussions and policy forums on the survey findings. The implementing partner shall secure GIROA's CSO recognition of results and ensure GIROA CSO participation in major dissemination and outreach events. Findings will also be disseminated via Afghan and English print media, internet, radio, television and policy forums.

Specific objectives within the period 2012 to 2014;

- Publication of total 3000 copies of the annual survey. (1500 in English, 750 in Dari language and 750 in Pashto language) and distribution to a broad audience, including the Afghan Government, NGOs, the international donor community, educational centers and the general public;
- GIROA-CSO acknowledgment of survey results and participation in major dissemination and outreach events;
- A widely-publicized annual survey "launch" event in which Afghan researchers present results and field questions from the media;
- Research findings will also be published in civic education journals and on the internet;
- Facilitation of on-line discussions, round-table discussions and forums on governance-related issues identified in the survey reports with a wide range of stakeholders in Afghanistan, including students, women, professional organizations, public officials, donors, non-government organizations and community-based organizations.

Sustainability

The proposed program will build upon successes, best practices and lessons learned from past USAID awards that supported public opinion research in Afghanistan. It will emphasize increased women's participation and is expected to involve more than 150 Afghan men and women for additional capacity-building activities, those trained through the program will remain in the country as valuable assets to conduct research, implementation and dissemination of results and will help ensure long-term sustainability.

END OF ATTACHMENT 2

ATTACHMENT 3

I. MANDATORY STANDARD PROVISIONS FOR U.S. NONGOVERNMENTAL ORGANIZATIONS

Please see attached (3) Standard Provisions For U.S Nongovernmental organizations.

END OF ATTACHMENT 3

ATTACHMENT 4: BRANDING AND MARKING REQUIREMENTS

4.1. MARKING UNDER USAID-FUNDED ASSISTANCE INSTRUMENTS (DECEMBER 2005)

(a) Definitions

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

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

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

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

Public communications are documents and messages intended for distribution to audiences external to the recipient's organization. They include, but are not limited to, correspondence, publications, studies, reports, audio visual productions, and other informational products; applications, forms, press and promotional materials used in connection with USAID funded programs, projects or activities, including signage and plaques; Web sites Internet activities; and events such as training courses, conferences, seminars, press conferences and so forth.

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

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

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

(b) Marking of Program Deliverables

- (1) All recipients must mark appropriately all overseas programs, projects, activities, public communications, and commodities partially or fully funded by a USAID grant or cooperative agreement

or other assistance award or sub-award with the USAID Identity, of a size and prominence equivalent to or greater than the recipient's, other donor's, or any other third party's identity or logo.

(2) The Recipient will mark all program, project, or activity sites funded by USAID, including visible infrastructure projects (for example, roads, bridges, buildings) or other programs, projects, or activities that are physical in nature (for example, agriculture, forestry, water management) with the USAID Identity. The Recipient should erect temporary signs or plaques early in the construction or implementation phase. When construction or implementation is complete, the Recipient must install a permanent, durable sign, plaque or other marking.

(3) The Recipient will mark technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities and other promotional, informational, media, or communications products funded by USAID with the USAID Identity.

(4) The Recipient will appropriately mark events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences and other public activities, with the USAID Identity. Unless directly prohibited and as appropriate to the surroundings, recipients should display additional materials, such as signs and banners, with the USAID Identity. In circumstances in which the USAID Identity cannot be displayed visually, the recipient is encouraged otherwise to acknowledge USAID and the American people's support.

(5) The Recipient will mark all commodities financed by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs, and all other equipment, supplies, and other materials funded by USAID, and their export packaging with the USAID Identity.

(6) The Agreement Officer may require the USAID Identity to be larger and more prominent if it is the majority donor, or to require that a cooperating country government's identity be larger and more prominent if circumstances warrant, and as appropriate depending on the audience, program goals, and materials produced.

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

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

(9) Sub-recipients. To ensure that the marking requirements "flow down" to sub-recipients of sub-awards, recipients of USAID funded grants and cooperative agreements or other assistance awards will include the USAID approved marking provision in any USAID funded sub-award, as follows:

"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. "

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

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

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

(c) Implementation of marking requirements

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

(2) When the grant or cooperative agreement does not contain an approved Marking Plan, the recipient will propose and submit a plan for implementing the requirements of this provision within

[Agreement Officer Fill-in] days after the effective date of this provision. The plan will include:

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

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

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

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

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

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

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

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

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

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

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

(4) The proposed plan for implementing the requirements of this provision, including any proposed exemptions, will be negotiated within the time specified by the Agreement Officer after receipt of the

proposed plan. Failure to negotiate an approved plan with the time specified by the Agreement Officer may be considered as noncompliance with the requirements is provision.

(d) Waivers

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

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

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

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

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

(e) Non-retroactivity

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

END OF ATTACHMENT 4