



USAID
FROM THE AMERICAN PEOPLE

AFGHANISTAN

November 10, 2013

[REDACTED]

Subject: Grant No. AID-306-G-13-00004-00, Assessment of Learning Outcomes and Social Effects in Community- based Education with New York University.

Dear [REDACTED]

Pursuant to the authority contained in the U.S. Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development (USAID) (hereinafter referred to as "USAID" or "Grantor") hereby awards to New York University (hereinafter referred to as the "Recipient"), the sum of \$2,799,228.00 for the period of January 01, 2014 through December 31, 2017, Assessment of Learning Outcomes and Social Effects in Community- based Education as described in this award in Attachment B, entitled "Program Description."

This award is effective and obligation is made 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 Attachment A. USAID will not be liable for reimbursing the Recipient for any costs in excess of the obligated amount.

By Signing this Grant, the Recipient agrees to the following:

- 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 this Grant.
- The recipient will maintain records of transactions related to this Grant for at least three years after final payment. After the end of this Grant, USAID retains the right, at its discretion, to examine all or a sample of the recipient's records or transactions related to the Grant where concerns of implementation irregularities arise.
- USAID is not obligated to reimburse the recipient for any amount in excess of the obligated amount, or outside of the Grant period of performance, as provided in the Attachment A.

Grant No AID-306-G-13-00004-00 to NYU

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

Sincerely,

Charlie Brown
Agreement Officer
USAID/Afghanistan

Attachments:

- A. Schedule
- B. Program Description
- C. Standard Provisions
- D. Branding and Marking

ACKNOWLEDGED BY: New York University

[Redacted signature area]

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ACCOUNTING AND APPROPRIATION DATA

A. GENERAL:

- 1. Total Estimated USAID Amount: \$2,799,228.00
- 2. Total Obligated USAID Amount: \$1,762,460.60
- 3. Total Program Amount: \$2,799,228.00
- 4. Activity Title: Assessment of Learning Outcomes and Social Effects in
Community – Based Education (ALSE)
- 5. USAID Technical Office: Office of Social Sector Development (OSSD)
- 6. Tax I.D. Number / TIN: 1-135562308-A1
- 7. DUNS No.: 041968306
- 8. LOC Number: 63A3P

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C. PAYMENT OFFICE:

M/FM/CMP-LOC/Unit
USAID/WASHINGTON
RRB 7.07-107,134
1300 Pennsylvania Avenue
Washington, DC 20523

[REDACTED]

D. ADMINISTRATIVE OFFICE:

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

2. Agreement Officer Representative (AOR)
Office of Social Sector Development
USAID/Afghanistan
Great Massoud Road, Kabul

ATTACHMENT A - SCHEDULE

A.1 PURPOSE OF AGREEMENT:

The purpose of this Grant is to fund the Social Effect and Learning Outcomes from Community-based Education program of – New York University, as fully described in Attachment B of this Grant entitled "Program Description."

A.2 PERIOD OF AGREEMENT:

(a) The effective date of this Grant is January 01, 2014, and the estimated completion date of this Grant is December 31, 2017.

(b) Subject to the terms and conditions of this Award, allowable costs incurred by the Recipient shall be reimbursable during the period beginning on January 01, 2014 and ending on the estimated completion date.

(c) As indicated in Section A.3 (b) below, this Award shall be incrementally funded. The obligated amount set forth in Section A.3 (b) below is anticipated to be sufficient through approximately December 31, 2015. The Recipient is authorized to continue expending obligated funds, if available, beyond that date, but not after the estimated completion date set forth in Section A.2 (a) above.

A.3 AMOUNT OF AWARD AND PAYMENT:

(a) The total estimated amount of this Grant for its full period, as set forth in Section A.2 (a) above, is \$2,799,228.00.

(b) USAID hereby obligates the amount of \$1,762,460.60 for program expenditures during the period set forth in A.2 (a) above and as shown in the Budget below. The Recipient will be given written notice by the Agreement Officer if additional funds will be added. USAID is not obligated to reimburse the Recipient for the expenditure of amounts in excess of the total obligated amount.

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

(d) Until such time as the obligated amount shall equal the total estimated amount of this Award, additional increments of funds may be obligated by USAID through a unilateral modification to this Award, subject to availability of funds, successful performance by the Recipient, evaluation of the program, program priorities at the time, and the requirements of 22 CFR 226.25.

A.4 AWARD BUDGET:

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

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 INTERNATIONAL TRAVEL:

The following international trips are approved in the initial budget of NYU for the duration of the award. All other additional international travels must have the prior approval of the Agreement Officer.

A.6 SUB-AWARD:

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 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.7.1 FINANCIAL REPORTING:**

Financial reporting requirements shall be in accordance with 22 CFR 226.22 regarding Advance payments. Either paper copies or electronic copies (scanned PDF document) may be submitted, but not both. The Recipient shall submit an original and two copies of SF 1034 on monthly basis for cash advance payments and liquidation.

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 must be submitted to the Agreement Officer's Representative (AOR), to the Agreement Officer and to 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.

A.7.2 PROGRAM REPORTING:

The Recipient shall submit a detailed copy of a performance report to USAID/Afghanistan AOR and to the Agreement Officer (AO). The performance reports are required to be submitted quarterly and shall be in keeping with the program description.

A.7.3 PERFORMANCE MONITORING REPORTING:

The Recipient will maintain books, records, designs, other documents and evidences to demonstrate that funds are used in accordance with the terms of the Agreement and USAID's regulations.

Within 90 days, the preliminary Performance Management Plan (PMP) must be submitted to USAID and approved with relevant indicators and baseline data before major project implementation actions get underway. The PMP would include the full set of performance indicators disaggregated; baseline values and targeted values; source of the data and method of collection; schedule for data collection; known data limitations, data quality assessment procedures, estimate of costs; possible evaluation studies; and a detailed calendar for the completion of each task.

The Recipient shall prepare and submit three copies of a final performance and financial report to the AOR which summarizes the accomplishments of this Agreement, methods of work used, budget and disbursement activity, and recommendations regarding unfinished work and/or program continuation. The final performance and financial report shall also contain an index of all reports and information products produced under this Agreement.

A.7.4 FINAL REPORTING:

The Recipient shall submit a detailed final performance and financial report within 90 calendar days after completion of the Agreement, to the Agreement Officer's Representative and Agreement Officer.

Electronic submissions are preferred over hard copies. 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.

A.7.5 CLOSEOUT PLAN:

30 days prior to the completion date of the Grant, 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 Grant; and a time line for completing all required actions in the Closeout Plan, including the submission date of the final Property Disposition plan to the Agreement Officer's Representative. The closeout plan shall be approved in writing by the Agreement Officer.

A.7.6 INFORMATION SHARING:

Discussions in Washington regarding appropriations to support Afghanistan's programs and the presence of USAID's Office of the Inspector General (OIG) and the Special Investigator General for Afghanistan Reconstruction (SIGAR) in Afghanistan as well as the General and Accountability Office's (GAO) keen interest in U.S. government programs in Afghanistan, necessitates the maintenance of appropriate, adequate and accurate documentation to communicate performance and financial results, procedures and processes.

Information regularly shared, in addition to the quarterly reports, may include:

- i. Weekly Highlights and Updates: Updates that reflect the highlights and lowlights of events and program progresses for that week as well as provide a "forward looking" view of important milestones or events coming up within the program.
- ii. Public Outreach Stories and Highlights: Human interest stories that reflect successes and will elevate the awareness of NYU as a visible U.S.G and GIROA-supported effort.

A.7.7 ROLES AND RESPONSIBILITIES:

The Recipient shall be responsible to USAID/Afghanistan for all matters related to the execution of the Grant. Specifically, the Recipient shall report to the USAID Agreement Officer's Representative, located within the Office of Social Sector Development (OSSD), Kabul.

A.8 INDIRECT COST:

The total 4 year Indirect Cost under this program is ██████████ NYU is a U.S. Nongovernmental Organization and has an approved Negotiated Indirect Cost Rate Agreement (NICRA), therefore the current Indirect Cost are applied as follows:

NEGOTIATED INDIRECT COST RATES AGREEMENT (NICRA) Date: 8/20/2013:

TYPE	Effective Period		Indirect Cost Rate		
	From	Through	Fringe Benefit	Subcontract/ Subrecipient Management	Off- Campus
Final	9/1/2013	8/31/2014	28.50%	N/A	
Provisional	9/1/2014	Until Amended	28.50%	N/A	
Provisional	9/1/2013	8/31/2016		N/A	26%

A.9 TITLE TO PROPERTY:

Title to property financed under this Award or provided by USAID, and no longer used by the program and/or at the close of the program, whichever comes first, will be vested with the Cooperating Country, subject to the following requirements regarding the use, care, accountability, maintenance, and disposition thereof:

(a) Tangible Property

(1) Equipment

“Equipment” means an article of tangible nonexpendable property which identifies expected useful life of one year or more per-unit with a unit cost of \$5,000 or more. Equipment is subject to the requirements set forth in 22 CFR 226.34.

(2) Supplies and Other Expendable Equipment

“Supplies and other expendable equipment” means items of tangible personal property that do not meet the definition of “equipment” in paragraph (a) (1) above. Supplies and other expendable equipment are subject to the requirements set forth in 22 CFR 226.35.

(3) Real Property

“Real Property” means land, land improvements, structures, and appurtenances thereto. Real property is subject to the requirements set forth in 22 CFR 226.32.

(b) Intangible (Intellectual) Property

“Intangible Property” means, but is not limited to, copyrights, inventions and patents, and data first produced under this Award. Intangible property is subject to the requirements set forth in 22 CFR 226.36.

A.10 AUTHORIZED GEOGRAPHIC CODE:

The authorized geographic code for local procurements is 937, as set forth in 22CFR 228.40. It includes the U.S. and recipient countries, (but not advanced developing countries). Local Procurement as amended and ADS Chapter 311.

A.11 COST SHARING:

NO cost share

A.12 PROGRAM INCOME:

The Recipient shall account for Program Income in accordance with 22 CFR 226.24. Program Income earned under this award shall be added to the project.

A.13 RESOLUTION OF CONFLICTS:

Conflicts between any of the Attachments of this Award shall be resolved by applying the following descending order of precedence:

- Attachment A - Schedule
- Attachment B - Program Description
- Attachment C - Standard Provisions
- Attachment D - Branding and Marking
- Attachment E- Initial Environmental Examination

A.14 BRANDING STRATEGY AND MARKING PLAN:

In accordance with the Standard Provision set forth in Attachment D of this Award entitled “Branding and Marking,” the Recipient’s Branding Strategy and Marking Plan will be incorporated into this Award, and will form an integral part of it.

Branding Strategy and marking plan under USAID-Funded Assistance Instruments, is a requirement of the USAID. The Recipient’s Branding and Marking plan should be submitted to USAID within 30 days after the award.

A.15 SPECIAL PROVISIONS:

A.15.1 SECURITY:

The Recipient shall comply with all Government of the Islamic Republic of Afghanistan (GIROA) and U.S. Government civilian/military agency security policies and orders as they relate to Recipient’s activities under this Grant.

The Recipient is advised that, as a result of Presidential Decree #62, security requirements for this Grant must be coordinated through the Afghan Ministry of Interior's Afghanistan Public Protection Force (APPF). At the time of award of this Grant, procedures for obtaining security are in transition and the Recipient shall closely monitor APPF procedural requirements and implement changes. The Recipient shall initiate discussions with APPF regarding security requirements as soon as possible. The APPF will require the Recipient to prepare and submit information on several forms. After receipt, APPF will discuss the Recipient’s specific security requirements in a personal interview. At the time of award of this Grant , the contact persons for this process are Colonel Mohammad Maroof, General Manager of Plans and Statistics, APPF, 0799-310-322, and Colonel Shir Ali who is the Deputy of Plans and Statistics, APPF, 0799-843-165. These two officers may be subject to change. USAID's, Safety and Security Office will assist with the process and may be reached at kabulaidso@usaid.gov.

The Recipient shall be responsible for providing all life-support and security services required for its personnel deployed to project locations except when it is expressly stated in individual contracts that such facilities and services are to be provided by other means. The Recipient responsibilities shall include all life support, communications, and transportation of materials, personnel, and equipment to work sites. The Recipient may be required to provide the same life-support and security services for USAID personnel when so specified. In addition, the Recipient shall be responsible for maintaining the security of its personnel, materials, and equipment.

The Recipient shall prepare a comprehensive safety and security plan pertaining to all aspects of its activities and the activities of its employees in the performance of all work related to this Grant as well as the off-duty activities of its employees, as those activities relate to performance of contract work, serving in Afghanistan or elsewhere within the region as it relates to performance of the work. The Recipient shall continuously monitor and update this comprehensive safety and security plan by means of qualified and competent staff of personnel. The Recipient shall work closely with and establish liaison and cooperate with all authorized and appropriate safety and security organizations and entities for the protection and safety of its operations and employees.

A.15.2 ENVIRONMENTAL COMPLIANCE

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

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

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

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

The Recipient shall not plan any new activities outside the scope of the approved Regulation 216 environmental documentation without prior written USAID approval and amendment to the documentation for USAID review and approval.

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

A.15.3 GENDER REQUIREMENTS:

Congress has mandated that USAID programs address the needs and protect the rights of Afghan women and girls, including efforts undertaken to prevent discrimination and violence against women and girls; provide economic and leadership opportunities; increase participation of women in the political process at the national, provincial and sub-provincial levels; improve security for women and girls; and any other programs designed to directly benefit women and girls. As required by USAID policies, the Recipient shall integrate assistance to women into all stages of development, planning, programming and implementation as a part of this agreement or assistance program. Such integration shall focus on Afghan-led programs directly contributing to any or all the three pillars of development outlined in the ten-year National Action Plan for the Women of Afghanistan (NAPWA): 1) Security; 2) Government, Rule of Law, and Human Rights; and 3) Economic and Social Development. The recipient shall establish the necessary accounting and management systems to separately track and report to USAID fiscal year expenditures under the agreement supporting issues of gender equality and women and girls as beneficiaries during each fiscal year of the agreement.

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

A.15.4 HOMELAND SECURITY PRESIDENTIAL DIRECTIVE (HSPD-12):

In response to the general threat of unauthorized access to federal facilities and information systems, the President issued Homeland Security Presidential Directive-12. HSPD-12 requires all Federal agencies to use a common Personal Identity Verification (PIV) standard when identifying and issuing access rights to users of Federally-controlled facilities and/or Federal Information Systems. USAID is applying the requirements of HSPD-12 to applicable assistance awards. USAID will begin issuing HSPD-12 "smart card" IDs to applicable recipients (and recipient employees), using a phased approach. Effective October 27, 2006, USAID will begin issuing new "smart card" IDs to new recipients (and recipient employees) requiring routine access to USAID controlled facilities and/or access to USAID's information systems. USAID will begin issuance of the new smart card IDs to existing recipients (and existing recipient employees) on October 27, 2007. (Exceptions would include those situations where an existing recipient (or recipient employee) loses or damages his/her existing ID and would need a replacement ID prior to Oct 27, 2007. In those situations, the existing recipient (or recipient employee) would need to follow the PIV processes described below, and be issued one of the new smart cards.)

Accordingly, before a recipient (including a recipient employee) may obtain a USAID ID (new or replacement) authorizing him/her routine access to USAID facilities, or logical access to USAID's information systems, the individual must provide two forms of identity source documents in original form and a passport size photo. One identity source document must be a valid Federal or state government-issued picture ID. (Overseas foreign nationals must comply with the requirements of the Regional Security Office.) USAID/W recipients (and recipient employee) must contact the USAID Security Office to obtain the list of acceptable forms of documentation, and recipients working in overseas Missions must obtain the acceptable documentation list from the Regional Security Officer. Submission of these documents, and related background checks, are mandatory in order for the recipient (or employee) to receive a building access ID, and before access will be granted to any of USAID's information systems. All recipients (or employees) must physically present these two source documents for identity proofing at their USAID/W or Mission Security Briefing. The recipient (or employee) must return any issued building access ID and remote authentication token to USAID custody upon termination of the individual's employment with the recipient or completion of the award, whichever occurs first.

The recipient must comply with all applicable HSPD-12 and PIV procedures, as described above, as well as any subsequent USAID or government-wide HSPD-12 and PIV procedures/policies, including any subsequent applicable USAID General Notices, Office of Security Directives and/or Automated Directives System (ADS) policy directives and required procedures. This includes HSPD-12 procedures established in USAID/Washington and those procedures established by the overseas Regional Security Office. In the event of inconsistencies between this clause and later issued Agency or government-wide HSPD-12 guidance, the most recent issued guidance should take precedence, unless otherwise instructed by the Agreement Officer.

The recipient is required to include this clause in any subawards (including subcontracts) that require the sub-awardee or sub-awardee's employee to have routine physical access to USAID space or logical access to USAID's information systems.

A.15.5 USAID AFGHANISTAN IMPLEMENTING PARTNER NOTICES:

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

A.15.6 SUB-AWARD REQUIREMENTS (MARCH 2012):

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

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

(c) USAID's objective is to promote, to the extent practicable, competitive, transparent and appropriate local sub-awards with legitimate and competent sub-awardees. Awardee will ensure that all sub-awardees at any tier are actively engaged in the performance of sub-awarded work.

Awardee will ensure that sub-awardees do not engage in "brokering" or "flipping" their sub-awards under this award and that all sub-awardees at any tier self perform appropriate portions of the work. "Brokering" or "flipping" is the practice of a sub-awardee receiving a sub-award and either selling such sub-award or not performing a significant percentage of the work with the sub-awardee's own organization.

(d) Should exceptional circumstances warrant sub-awards below two tiers, the Awardee will promptly request approval in writing from the Agreement Officer, which for contracts may be done in conjunction with a request under FAR 44, provided that the additional information set forth in paragraph (5) below is also provided.

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

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

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

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

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

(i) Subsidiaries of the awardee;

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

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

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

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

(g) With exception provided in paragraph (d) above for sub-awards: The awardee will include this clause in all sub-awards, and will require sub-awardees to include this clause in all lower-tier sub-awards. The awardee will be responsible for compliance with this clause/provision by all sub-awardees and lower-tier sub-awardees.

A.15.7 DATABASE REPORTING REQUIREMENTS:

USAID/Afghanistan uses a management information system to track program and project information for all mission-funded activities. The purpose of this database is to track the location of project implementation, document the use of funds, and monitor development projects, while

maintaining coordination between USAID/Afghanistan, USAID/Washington, Congress, implementing partners, the Government of Afghanistan, and other Donors. This reporting process supports the Government of Afghanistan's requirement that USAID provide information to the Ministry of Finance in order to track ongoing and completed Donor-sponsored development activities.

The Recipient shall provide at least a quarterly update of information on the activities under the agreement by entering this information into the USAID/Afghanistan management information system. The recipient shall enter information via an Internet website or a Microsoft (MS) Access Database, and the USAID URL address of the Afghan Info Database is: <https://usaidinfo.usaid.gov/>. The recipient will be provided 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.15.8 FRAUD REPORTING:

The awardee is required to report on indications of fraud in host-country institutions or other matters that could reasonably be expected to be of foreign policy interest to the U. S. Government's development and stabilization efforts. Corruption, real or perceived, may critically impact USAID programming objectives as might other knowledge the awardee acquires in its normal course of business. This [clause/provision] must not be construed to require the awardee to conduct investigation for such information outside of its normal business practices or to report on matters not directly or indirectly related to USAID programming or the proper use of U.S. Government funds. In the event awardee has special non-disclosure requirements or confidentiality requirements (such as are prevalent in the legal and banking industries), or awardee determines such reporting would conflict with applicable laws, awardee must include a proposal to obtain any necessary waivers from the applicable host-country institution allowing such reporting to the maximum extent possible. Reports under this requirement must be submitted as a deliverable under the award.

A.15.9 SPECIAL PROVISION FOR PERFORMANCE IN AFGHANISTAN:

All recipient personnel deploying to Afghanistan under grants or cooperative agreements with a performance period over 30 days or valued at more than \$100,000 must be accounted for in the Department of Defense maintained Synchronized Pre-deployment and Operational Tracker (SPOT) system. Information about SPOT is available at <http://www.acq.osd.mil/dpap/policy/policyvault/2007-0605-DPAP.pdf> as well as from the Agreement Officer (AO) or Agreement Officer's Representative (AOR). Recipient shall register those individuals requiring SPOT-generated Letters of Authorization (LOAs) in SPOT before deploying any employees or consultants to Afghanistan. If individuals are already in Afghanistan at the time the recipient employs them, the recipient must enter each individual upon his or her becoming an employee or consultant under this award. Personnel that do not require LOAs are still required to be accounted for in SPOT for reporting purposes either individually or via an aggregate tally methodology. The recipient must maintain and keep current all employee and consultant data in SPOT. Information on how individual and/or aggregate tally registrations will be made in SPOT is available from the AO or AOR.

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

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

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

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

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

A.15.10 HOST COUNTRY TAXES AND DUTIES:

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

A.15.11 GENDER INTEGRATED REQUIREMENTS:

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

1. The total number of women and girls supported through the agreement on a quarterly basis through Afghan Info;
2. Number of women accessing basic services, including education and health;

3. Number of interventions leading to increased employment and economic opportunities for women, as well of number of beneficiaries;
4. Number of interventions resulting in increased participation of women in government and civil society;
5. Number of activities supporting legal rights and public access for women; and, outcomes for women who have benefited from the agreement. The Recipient shall refer to USAID/Afghanistan's comprehensive Performance Management Plan (PMP) for complete list of gender indicators. To the extent possible, indicators applicable to the agreement will be disaggregated by gender.

A.15.12 SERIOUS INCIDENT REPORTING REQUIREMENTS:

The Recipient is responsible for reporting all serious incidents during performance of the award. This reporting shall apply to the Recipient and all sub-awardees regardless of the tier (subs of subs and lower, etc). In addition to reporting, the Recipient is responsible for ensuring timely investigation of all serious incidents and maintaining on file all records of reported serious incidents.

A serious incident is defined as any of the following against an employee paid for with U.S Government funding or on a USAID-funded work site regardless of the tier of the employee:

1. Death of an individual.
2. Discharge of a firearm with the intent to cause bodily injury or the use of an instrument with the intent of causing serious bodily harm to an employee
3. The detention of an employee against their will.

Implementing partners shall provide initial notification to the USAID Safety and Security Office (SSO), either orally or by email, of any serious incident - as soon as practical if it cannot be done immediately. The emails shall be sent to: kabulaidssso@usaid.gov. This notification must provide as many details as are known at the time about of the incident.

Within 24 hours of the incident, the Recipient shall submit a more formal written incident report. The Recipient shall provide the report to the SSO and will concurrently send a copy to the USAID AOR and AO.

The initial written report shall include the award number, the name of the company, location where the incident occurred (Latitude/Longitude or MGRS), time when the incident occurred, a brief description of the events of the incident, details about any known casualties and a point of contact for the company.

The Recipient shall provide a follow-up comprehensive written report of events surrounding the incident within 96 hours when greater details are known. Additionally, if a serious incident which involves an employee wounded in action (WIA) who later succumbs of the wound (s), the Recipient shall notify the SSO within 24 hours of the death of the individual.

A.15.13 VETTING:

I 4-14.001

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

(a) The recipient must complete and submit the "USAID Information Form" in appendix B. for:

- (i) Itself, if it is a non-U.S. entity;
- (ii) Each sub recipients or sub recipients of a sub recipients, regardless of the tier, that is a non-U.S. entity; or
- (iii) Each key individual that is a non-U.S. entity.

(b) For purposes of this clause, the following definitions apply:

"Non-U.S. entity" means (1) any non-U.S citizen or non-permanent legal resident of the United States: or (2) any entity that is not formed in the United States or for which 50% or more of the equity is owned or controlled by persons who are not U.S. citizens or permanent legal residents of the United States.

"Key individuals" means (i) an individual or entity owning 10% or more equity stake in the organization, whether publically- or privately-held: (ii) principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer or secretary of the board of directors or board of trustees): (iii) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director; president, vice president); (iv) the program manager or chief of party for the USA ID-financed program: and (v) any other person with significant responsibilities for administration of USAID financed activities or resources.

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

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

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

Vetting Procedures:

As per Mission Order No. 201.05 with Supplements Mission Order 201.03, the Vetting Procedures should be conducted by consulting the following:

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

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

II. 4-14.002

Certification Regarding Provision of Support to Persons Engaged in Terrorism:

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

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

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

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

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

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

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

3. For purposes of this Certification:

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

b. "Terrorist act" means-

(i) An act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site:

www.unodc.org/pdf/crime/terrorism/explanatory_english2.pdf or

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

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

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

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

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

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

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

III. 4-14.003

Restrictions on Certain Foreign Purchases

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

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Entities and individuals subject to economic sanctions are in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.gpo.gov/fdsys/pkg/FR-2011-06-30/pdf/2011-16463.pdf> . More information about these restrictions, and updates, is available in the OFAC's

regulations at 31 CFR Chapter V and/or on OFAC's website at http://www.treasury.gov/resource-center/sanctions/Programs/Documents/wmd_gl2.pdf

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

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

A.15.14 REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION:

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 sub-award 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 <https://www.fsrc.gov/>.

(ii) For sub-award 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 <https://www.fsrc.gov/> specify.

b. Reporting Total Compensation of Recipient Executives:

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

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

(ii) In the preceding fiscal year, you received

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

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

(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if

the public has access to the compensation information, see the U.S. Security and Exchange commission total compensation filings at www.sec.gov/answers/execomp.htm.)

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

(i) As part of your registration profile at www.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 Sub-recipient Executives:

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

(i) In the sub-recipient's preceding fiscal year, the sub-recipient received—

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

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

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

(2) Where and when to report. You must report sub-recipient 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 sub-award. For example, if a sub-award 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 sub-recipient 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 sub-recipient.

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 sub-recipient under an award or sub-award to a non-Federal entity.

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

(3) Sub-award:

(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 sub-recipient.

(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 sub-award may be provided through any legal agreement, including an agreement that you or a sub-recipient considers a contract.

(4) Sub-recipient means an entity that:

(i) Receives a sub-award from you (the recipient) under this award; and

(ii) Is accountable to you for the use of the Federal funds provided by the sub-award.

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

(i) Salary and bonus.

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

(iii) Earnings for services under non-equity 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)

ATTACHMENT B - PROGRAM DESCRIPTION**Program Description:****RESEARCH**

We seek to advance knowledge in four key areas. First, we will collect basic data on learning outcomes. Although enrollment in formal education has skyrocketed in Afghanistan since the overthrow of the Taliban, increasing from approximately 900,000 in 2001 to 8 million in 2012, close to 50 percent of children (the majority of whom are girls) remain out of school, and questions persist about the quality of education Afghan children receive. While community-based education appears very effective at increasing enrollment for the overwhelmingly rural population and improving achievement in the first year, its long term impact on achievement is less clear. Studies of numeracy and reading skills of community-based school students after the second year indicate that while the majority of students (88.6 percent) acquire numeracy skills appropriate for their grade level, many (54.4 percent) have not achieved reading fluency (PACE-A 2008). In addition, although community-based schools virtually eliminate disparity in attendance between boys and girls, girls still lag behind boys in their achievement levels (Burde and Linden 2013).

Second, we seek, to understand differences in administration of social services .Between state and nonstate actors by studying the "handover" process and comparing outcomes between schools administered by state versus nonstate actors. Previous NGO experience in Afghanistan indicates that the handover process is often ad hoc and lacks transparency. When organizations follow clear criteria for jntegration, commit to gradual withdrawal of NGO support, and foster increased .community support, the process appears to be more effective (Guyot 2007), We intend to advance understanding of effective strategies for MoE- and NGO-administration of community-based schools. In particular, understanding the subtle differences between NGO administration and MoE administration is crucial for assessing the sustainability of social interventions. Importantly Bold et al. (2012) found that increasing communities' ability to monitor schools ensures that government-managed schools perform at a level similar to NGO-managed schools, although the effect was not statistically significant. Our research will advance this growing literature by examining whether boosting community engagement developed in this program can help to maintain continuity in school performance through the transition from NGO to government administration. This component of the study will contribute to our understanding of the material, political, and institutional challenges to post-conflict state capacity for providing essential public services (Besley and Persson 2012), revealing avenues for improving such state capacity.

Third, we seek to assess certain aspects of civic participation by providing a special grant Program to school management committees (or school shuras) as it relates to the handover process, described above. A significant amount of practitioner literature focuses on " community participation" in NGO-administered programs, but the effects of this community participation appear mixed. If parents / teachers / community leaders participate in a special grants program (administered by NGOs on behalf of the MoE), do they gain trust in government? A greater "public" voice? Do variations affect women and men differently? Beath et al. (2012) find that enhanced community engagement in local development decision-making (via village referenda) better aligns local development programs with ordinary community members' (as opposed- to community--elites') preferences and increases local satisfaction with programming. This assessment may also include teacher learning circles, to be discussed in the Design Meeting in October described below. By studying variations in these additional program components, our study will examine whether we

can stimulate community engagement in a manner that further enhances the performance of community-based schools.

Fourth, the MoE, donors, and implementing partners would like to explore questions that relate to gender, and numerous questions exist. Although we will discuss and refine these questions at our Design Meeting in October 2013, one possibility includes measuring whether boys' and girls' educational outcomes differ as a result of teachers' gender. To do so we would work with the implementing partners to encourage a random subset of communities to hire female teachers. This would allow us to compare schools with male teachers to schools with female teachers to assess whether gender has an effect on girls' and boys' learning outcomes.

To answer these questions we propose two studies, a formative study and a randomized controlled trial. We describe the design and aims of each study in turn, below, before describing the specific activities to occur in Stages One and Two.

Formative Study

The first stage of this project will include a formative study of the "effect" of national versus NGO administration on service delivery, using the education sector as a crucial sectoral case study. By launching this study at the start of this multi-year project, we aim to understand better the successes and obstacles to producing sustainable state capacities to deliver services. This is a particularly salient issue given the impending 2014 draw down of international support. The initial phase of this research component will begin on August 1, 2013 under a small grant from the Danish International Development Agency (DANIDA); this proposal to USAID will help to continue this work in the initial phase and then to incorporate the additional follow-on aspects identified in Stage Two.

As part of the formative study, we will collect data that traces what has happened in schools that have already been handed over from NGOs to national administration (e.g., what share is still running? Are there any indicators on the quality of services still being provided?). We will include schools previously managed by CRS and CARE and supported by the USAID-funded Partnership for Advancing Community Education in Afghanistan (PACE-A), some of which have been assessed at length in Burde and Linden (2013). By understanding better the evolution of these schools to date, we intend to provide insights into the types of issues that may arise in achieving sustainable service delivery. In addition, we anticipate that these data will help us to finalize the design of the complementary interventions that we plan to deploy as part of the RCT. From this study, we will produce a stand-alone paper on the sustainability of international investments in access to education in Afghanistan.

Randomized Controlled Trial

Our randomized controlled trial is designed to assess the effects of community-based schools on learning outcomes and the effects of handing over schools from NGO to MoE administration. The study will also allow for the evaluation of several additional programmatic components. A preliminary list of programmatic aspects that we may study include: (1) female teachers, (2) teacher learning circles, and (3) special community grants. A final list of programmatic components that we study will be the product of our Design Meeting at the NYU campus in Abu Dhabi, October 6-7, described in our activities section below. The meeting will be attended by stakeholders from the funding agencies and the participating NGOs.

RCT Design: The study will include 220 villages, all of which will eventually receive community-based schools. Table 1 provides a matrix² describing the treatment assignments for each village enrolled in the RCT. As noted above, our study design includes four main assessments of the following: (1) learning outcomes; (2) assessing handover transition; (3) assessing community grants and/or teacher learning circles; and (4) examining the relationship between teacher gender and girls' and boys' educational outcomes.

Note: Assessing learning outcomes (1) and assessing transition (2) are the key elements of this research design; the remaining questions (3 and 4) are subject to change after discussion at the Design Meeting.

The first assessment includes an analysis of community-based education quality and impact. We will compare 160 "treatment" villages (i.e. those that have received the community-based schools) to 60 "control" villages—those that have not yet received the treatment—to measure learning outcomes and other community improvements. The higher number of treatment villages provides the flexibility that we need to study a few program variations (described below, but to be determined at the Design Meeting in October at NYU Abu Dhabi).

The second component will evaluate the effects of the MoE handover /transition by randomly selecting 80 villages in the treatment group to be handed over to the MoE for administration after Year 2 (Table 1, R1-R2), while the rest will remain administered by NGOs (Table 1, R3-R4). This allows us to compare the effects of NGO versus MoE administration and to evaluate the sustainability of the effects of the schools after the MoE handover.³

Note: The remaining third and fourth components, described in the following paragraphs, are preliminary and will be finalized at the Design Meeting

The third set of research components will be finalized at the Design Meeting. We will randomly assign 80 villages to receive one additional component (in the original design this was teachers' learning circles) (Table 1, R2 and R4) and 80 villages to receive another component (in the original design this was special community grants to be managed by community associations/school management committees) (Table 1, C2 and C4). At the Design Meeting, we plan to discuss meaningful, feasible interventions to include in the study that the MoE is interested in understanding better. These groups will overlap so that 40 villages will receive both components 1 and 2 (Table 1, cells: R2, C2; R2, C4; R4, C2; and R4, C4). This will allow us to assess the effects of each program component alone and in tandem.

The fourth proposed component is a program to encourage the hiring of female teachers to examine the relationship between teacher gender and boys' and girls' educational outcomes. Eighty villages within the treatment group will be encouraged to hire female teachers (Table 1, C1-C2); the other 80 villages will not be encouraged to find female teachers (Table 1, C3-C4). The encouragement will be designed with a goal of significantly boosting the likelihood that a female teacher is hired without offending local sensibilities. Such encouragement designs are a common research strategy in situations where it is unethical to directly randomize the treatments that a community or individual receives.

In encouraging communities to hire female teachers, we hope to address the feasibility of a policy of encouragement and also assess the effects of female teachers on girls' and boys' outcomes. On the one hand, if NGO encouragement is not effective in increasing the number of female teachers, then we will not be able to study the effect of teacher gender on student outcomes. In that case, the effects of teacher gender on student performance may be moot. On the other hand, if teacher

gender is significantly influenced by NGO encouragement, then we will be able to study the effects of female teachers by measuring differences in student performance

Finally, we will complement the quantitative portions of the study with qualitative data collected throughout the duration of the study. Qualitative data collection will include, for example, case studies conducted in a subset of sites for a nested analysis" (Lieberman 2005) to understand in more detail the effects of the program and its various elements. In addition, qualitative data collected via process-tracing will be particularly important for understanding the schools' transition to MoE management. This will require interviews with key stakeholders to understand key events in the life of the program that may enhance or detract from MoE management and capacity building.

RCT Timeline: Figure 1 depicts our proposed timeline for each component of the program. We also represent the timeline, including the formative study and funders for each stage, in a narrative in Table 2, below.

The timeline and design imply that for the first two academic years the NGOs will be administering 160 new schools. At the start of the third academic year, half of those schools will have transitioned to the MoE and the NGOs will administer the remaining 80 schools. The remaining 80 schools will be transitioned after the fourth year and end line data will be collected, concluding the research operations.

At the start of the fourth year, the NGOs will establish and administer 60 additional schools in the control villages to be managed by the NGOs for a minimum of two years. The transition to MoE administration for these 60 schools will be decided by the NGOs and MoE. [Timeline to be confirmed at Design Meeting.]

Because the 80 MoE- and 80 NGO-administered schools will cross-cut the assignment to receive or not receive special community grants, the overall design will also allow us to assess whether enhanced community engagement through the special grants helps to ensure continuity in performance through the NGO-to-MoE transition.

Research Activities, Stage One - August 1-December 31, 2013

The initial portion of the **first stage** of RESEARCH activities has been funded by DANIDA. This stage will start on August 1 and run until December 31, 2013. The activities include (1) the formative study; (2) Preparations and planning for the RCT Design Meeting; (3) the RCT Design Meeting; and (4) preparations for the RCT itself.

1. Formative Study of Handover (August-December 2013): To carry out this preliminary study, we have worked with CARE and CRS to collect data on schools from the PACE-A program that have been handed over to the MoE (see above for detailed description). Preparations have already begun and include: hiring staff (e.g., research director in Kabul, manager in NYC, research assistants), renting an office in Kabul, designing research instruments in conjunction with implementing partners (CARE and CRS), and collecting and analyzing data.

Outputs: Preliminary data from this formative study will contribute key information to the Design Meeting.

We will produce an internal report for DANIDA by December 31, 2013, as well as an academic paper that we will submit for publication shortly thereafter.

2. Preparation for RCT Design Meeting (August-November 2013): The RCT Design Meeting will take place in Abu Dhabi on October 6 and 7, 2013. This will require substantial preparation to make the meetings as productive as possible. Preparation activities include soliciting date and agenda items in advance from NGO and funders, Arranging preliminary Skype conversations; providing agenda and written materials in advance, identifying locations, making travel plans, arranging accommodations and meeting space.

Outputs: We will both solicit and provide written materials to MoE and NGO staff in September 2013, in advance of the Design Meeting, in order to make this 2-day meeting as productive as possible.

We will organize a least one conference call with MoE, NGO, and donor staff in the second week of September in order to discuss plans, additional research ideas, and prepare in advance for the Design Meeting.

We will organize, coordinate, and manage logistics at the site with NYU Abu Dhabi to host the MoE and NGO decision makers for the 2-day RCT Design Meeting. Logistics will include travel, lodging and accommodation, meeting space, and curriculum.

3. RCT Design Meeting, NYU Abu Dhabi (October 6-7, 2013): On October 6 and 7, 2013, we will host the RCT Design Meeting with key, decision-making staff from funders, the MoE, NGOs, and the research team. The Design Meeting will involve first, discussing and finalizing the research questions that are most critical to the MoE and to which the research team believes critical knowledge may be added. There are only two fixed research questions at the moment: (1) learning outcomes; and (2) the question of handover-the other components discussed above may be revised, depending on the outcome of discussions from the Design Meeting.

Outputs: From the Design Meeting we expect to have a completed list of research questions and a finalized study design. We will document the proceeding to share with all interested parties.

4. RCT Preparations (August-December 2013): To support the formative study, we will hire and train staff, as described above. In addition, in order to prepare for Stage Two baseline data collection for the RCT that is scheduled to start in February 2013, we must plan in advance. Planning activities include circulating an RFP for the survey firm and selecting the survey firm. Note: Project costs beginning January 1, 2014 are requested in this proposal to USAID.

Outputs: These activities will link the formative study to the RCT and prepare us for the first wave of data collection in February.

Research Activities, Stage Two - Jan 1, 2014-Dec 31, 2017

1. RCT Implementation (Jan 1, 2014-Dec 31, 2017): The proposed RCT will run for the duration of four years and include four waves of data collection. Research questions and implementation are described in detail in the sections above.

Outputs: Our activities will include four waves of data collection, on-the-ground monitoring of implementation for the duration of the project and qualitative case studies and "process tracing." Please see Table 2, below, for an overview of key events in the life of the project.

2. Dissemination of Research Findings: Previous experience with carrying out research on education in Afghanistan shows that disseminating research findings to policy makers takes time, commitment, and focused effort. Once we have working paper(s) with our main findings, we will publish the findings online and circulate them widely among all stakeholders-donors, MoE, implementing partners, and beyond. We have found in the past that this alone is insufficient to create actionable knowledge for policy makers and program managers.

Outputs: To increase awareness of our findings, we will present them at the headquarters of all involved organizations--MoE, donors, implementing partners,-and request that all training participants offer additional presentations within their respective institutions.

Each research training participant from the MoE and NGOs will develop and implement a research dissemination plan and organize public lectures within and outside their own institutions in order to discuss and disseminate the findings as widely as possible.

CAPACITY BUILDING

The MoE in Afghanistan has an urgent need to develop its technical abilities in understanding research, monitoring, and evaluation in order to be able to conduct its regular national educational assessments as well as to be able to identify and oversee outside firms that it will hire in the future to assist it with its educational management and information system (EMIS). As discussed the MoE, NYU will provide a series of six short term, intensive research capacity building seminars and workshops for MoE staff beginning in October 2013 and continuing throughout the life of the project. We anticipate approximately 5-7 participants from the MoE. Implementing partners will be encouraged to send one or two national staff members from each organization for the training workshops.

In addition, because of the numbers of faculty and staff that will be required organize and teach the workshops we would like to ensure a minimum of 15 participants. CIDA has suggested the possibility of including regional colleagues from the respective MoEs (e.g, Bangladesh and Pakistan). We would welcome these

Inclusions. Other interested and qualified individuals may also be drawn from other Afghan ministries or from Kabul University. The planning and capacity building section of this project will take place in two stages, discussed in turn below.

Capacity Building Activities, Stage One- August 1 December 31.2013

The first stages of this set of capacity building activities have been funded by DANIDA and will run until December 31, 2013. The activities include (1) preparations and planning for trainings, (2) the first training, intro to quant research methods (in Abu Dhabi), and (3) Intro to qualitative research methods (in Kabul).

1. Preparation for Trainings (August-November 2013): Activities include identifying locations, making travel plans and arranging accommodations and workshop space. Additional activities will include selecting participants to attend the trainings who meet a basic level of qualifications in order to participate. We will discuss required qualifications with the MoE as well as with their previous trainers (e.g., IIEP and World Bank) in order to determine the appropriate training materials for MoE participants.

Outputs: We will create a simple application that participants must fill out in order to qualify for the research trainings by the third week in August. We will accept and evaluate applications for the trainings and inform the participants in the first two weeks of September.

We will design a draft syllabus tailored to participants that we will provide to all interested partners before the training session.

We will organize, coordinate, and manage logistics at the site in Abu Dhabi to host the .5-day research methods training. Logistics will include travel, lodging and accommodation, meeting space and curriculum.

2. Training One, NYU Abu Dhabi: Introduction to Research Methods and Field Experiments (October 8-12, 2013, TBD): This five-day course will be conducted at in coordination with NYU Abu Dhabi and will build on and expand the training that (some) MoE participants have already received from either the World Bank Strategic Impact Evaluation Fund (SIEF) program in New Delhi, or from the International Institute of Educational Planning (IIEP) training in Paris. Professors [REDACTED] an overview of the different types of quantitative and qualitative data collection that relate to different forms of questions: descriptive, exploratory, explanatory. Participants will learn about varieties of study designs as well as how to match research questions with appropriate methods to answer those questions. This course will also likely include a visit to the Ministry of Education in Abu Dhabi to meet ministry staff and learn about their data collection unit. Dates: October 8-12, 2013.

To ensure that the MoE and NGO participants make use of their skills and to transfer knowledge broadly, we will request (strongly encourage) that workshop participants hold small group meetings with colleagues upon their return to Afghanistan to disseminate what they have learned. Before leaving each workshop, participants will design short presentations to give to colleagues upon their return. Graduate assistants in New York and our Research Director in Kabul will support MoE and NGO staff in revising and conducting the presentations. Staff will be required to give these presentations in order to receive their training certificates. We expect that HEP will assist in institutionalizing this knowledge in Kabul and in Afghanistan.

Outputs: Participants will have acquired a basic understanding of research methods design and field experiments.

All interested parties will receive a final copy of the training syllabus.

3. Training Two, Kabul: Qualitative Methods (December 1-3, 2013): Professor [REDACTED] and two assistants from NYU will provide a two- or three-day workshop of in-depth training in qualitative methods for selected MoE and NGO staff in Kabul. Advanced NYU master's students enrolled in a semester-long qualitative methods class in New York will be invited to contribute to this workshop and to offer data collection support for a desk study of questions of interest to the MoE. Specific research questions will be designed around questions of interest to the MoE and NGO partners. Dates: December 1-3, 2013.

Outputs: Participants will have acquired a basic understanding of qualitative research methods.

Capacity Building Activities, Stage Two - Jan 1, 2014-Dec 31, 2017

The second stage of capacity building activities will be funded by USAID. This stage will start on January 1, 2014 and run through December 31, 2017. All syllabi will be available to all interested parties upon completion of the training sessions.

1. Training Three, Capacities and Best Practices in Evaluation. This ten-day workshop New York and Washington DC includes a set of field visits and lectures to learn about the capacities and best practices applied by state of the art evaluation institutions in the US. Lectures in New York from evaluation researchers will present case studies of major policy evaluations. Workshop participants will travel to Washington D.C. to visit the US Department of Education and meet with Dr. Jack Buckley, Commissioner of the National Center for Education Statistics to learn more about which data the US collects, how to manage a decentralized system, and the ways in which the US Government has changed its collection of data over time. Tentative dates: April 1-10, 2014. (Note: if visa problems look likely, venue will change to Istanbul.)

Outputs: Participants will have a basic understanding of best practices in evaluation design and implementation.

2. Training Four, Developing Research Instruments and Collecting Data. Professors [REDACTED] will partner with the Ontario Institute for Studies in Education (OISE) in Canada to run a five-day workshop on developing research instruments and data collection techniques. Two days will be devoted to visiting the Canadian Ministry of Education in Ottawa to show-participants how Canada's education system is administered and how data is collected on students and schools. Tentative dates TBD: Mid-November 2014. (Note: if there visa problems look likely, venue will change to Jakarta.)

Outputs: Participants will have a basic understanding of how to design survey instruments and strategies for data collection.

3. Training Five, Data Analysis for Quantitative and Qualitative Methods. Professors [REDACTED] will offer a five-day course in NYU Abu Dhabi on an introduction to conducting quantitative and qualitative data analysis for an RCT. Tentative dates: TBD Spring 2015.

Outputs: Participants will have a basic understanding of how qualitative and quantitative methods can be used in conjunction to further research aims.

4. Training Six, How to Read and Disseminate Research Findings. Professor [REDACTED] and our Research Manager in conjunction with MoE partners who have completed their research training will present the preliminary findings of the study to the MoE, donors, and implementing partners in Kabul. They will also conduct a workshop on reading academic studies and translating them into policy language. Tentative dates: Spring 2016.

Outputs: Participants will have a basic understanding of best practices in research dissemination and will be able to read published research reports.

ATTACHMENT C - STANDARD PROVISIONS**MANDATORY STANDARD PROVISIONS FOR U.S. NONGOVERNMENTAL ORGANIZATIONS**

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

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

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

M1. APPLICABILITY OF 22 CFR PART 226 (MAY 2005)

a. All provisions of 22 CFR 226 and all Standard Provisions attached to this agreement are applicable to the recipient and to subrecipients which meet the definition of “Recipient” in part 226, unless a section specifically excludes a subrecipient from coverage. The recipient must assure that subrecipients have copies of all the attached standard provisions.

b. For any subawards made with Non-U.S. subrecipients the recipient must include the applicable “Standard Provisions for Non-US Nongovernmental Organizations.” Recipients are required to ensure compliance with monitoring procedures in accordance with OMB Circular A-133.

[END OF PROVISION]

M2. INELIGIBLE COUNTRIES (MAY 1986)

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

[END OF PROVISION]

M3. NONDISCRIMINATION (JUNE 2012)

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

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

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

[END OF PROVISION]

M4. AMENDMENT OF AWARD (JUNE 2012)

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

[END OF PROVISION]

M5. NOTICES (JUNE 2012)

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

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

[END OF PROVISION]

M6. SUBAGREEMENTS (JUNE 2012)

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

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

[END OF PROVISION]

M7. OMB APPROVAL UNDER THE PAPERWORK REDUCTION ACT (DEC 2003)

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

<u>Standard Provision</u>	<u>Burden Estimate</u>
Air Travel and Transportation	1 (hour)
Ocean Shipment of Goods	.5
Patent Rights	.5
Publications	.5
Negotiated Indirect Cost Rates - (Predetermined and Provisional)	1
Voluntary Population Planning	.5
Protection of the Individual as a Research Subject	1
<u>22 CFR 226</u>	<u>Burden Estimate</u>
22 CFR 226.40-.49, Procurement of Goods and Services	1
22 CFR 226.30 -.36, Property Standards	1.5

Comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, may be sent to the Office of Acquisition and Assistance, Policy Division (M/OAA/P), U.S. Agency for International Development, Washington, DC 20523-7801 and to the Office of Management and Budget, Paperwork Reduction Project (0412-0510), Washington, DC 20503.

[END OF PROVISION]

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

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

b. Ineligible and Restricted Commodities and Services:

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

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

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

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

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

c. Source and Nationality:

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

<http://inside.usaid.gov/ADS/300/310.pdf>

d. Guidance on the eligibility of specific commodities and services may be obtained from the AO. If USAID determines that the recipient has procured any commodities or services under this award contrary to the requirements of this provision, and has received payment for such purposes, the AO may require the recipient to refund the entire amount of the purchase.

e. This provision must be included in all subagreements, including subawards and contracts, which include procurement of commodities or services.

[END OF PROVISION]

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

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

(1) Are presently excluded or disqualified from covered transactions by any Federal department or agency;

(2) Have been convicted within the preceding three-year period preceding this proposal; been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;

(3) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph a.(2); and

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

b. The recipient agrees that, unless authorized by the AO, it will not knowingly enter into any subagreements or contracts under this award with a person or entity that is included on the Excluded Parties List System (www.epls.gov/). The recipient further agrees to include the following provision in any subagreements or contracts entered into under this award:

DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (JUNE 2012)

The recipient/contractor certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any Federal department or agency.

c. The policies and procedures applicable to debarment, suspension, and ineligibility under USAID-financed transactions are set forth in Subpart C of 2 CFR Section 180, as supplemented by 2 CFR 780.

[END OF PROVISION]

M10. DRUG-FREE WORKPLACE (JUNE 2012)

a. The recipient must comply with drug-free workplace requirements in subpart B (or subpart C, if the recipient is an individual) of 2 CFR 782, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152–5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100–690, Title V, Subtitle D; 41 U.S.C. 701–707).

[END OF PROVISION]

M11. EQUAL PARTICIPATION BY FAITH-BASED ORGANIZATIONS (JUNE 2012)

a. Faith-Based Organizations Encouraged.

Faith-based organizations are eligible to compete on an equal basis as any other organization to participate in USAID programs. Neither USAID nor entities that make and administer subawards of USAID funds will discriminate for or against an organization on the basis of the organization's religious character or affiliation. A faith-based organization may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, within the limits contained in this provision. More information can be found at the USAID Faith-Based and Community Initiatives Web site: http://transition.usaid.gov/our_work/global_partnerships/fbci/ and 22 CFR 205.1.

b. Inherently Religious Activities Prohibited.

(1) Inherently religious activities include, among other things, worship, religious instruction, prayer, or proselytization.

(2) The recipient must not engage in inherently religious activities as part of the programs or services directly funded with financial assistance from USAID. If the recipient engages in inherently religious activities, it must offer those services at a different time or location from any programs or services directly funded by this award, and participation by beneficiaries in any such inherently religious activities must be voluntary.

(3) These restrictions apply equally to religious and secular organizations. All organizations that participate in USAID programs, including religious ones, must carry out eligible activities in accordance with all program requirements and other applicable requirements governing USAID-funded activities.

(4) These restrictions do not apply to USAID-funded programs where chaplains work with inmates in prisons, detention facilities, or community correction centers, or where USAID funds are provided to religious or other organizations for programs in prisons, detention facilities, or community correction centers, in which such organizations assist chaplains in carrying out their duties.

(5) Notwithstanding the restrictions of b.(1) and (2), a religious organization that participates in USAID-funded programs or services

(i) Retains its independence and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct financial assistance from USAID to support any inherently religious activities,

(ii) May use space in its facilities, without removing religious art, icons, scriptures, or other religious symbols, and

(iii) Retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

c. Construction of Structures Used for Inherently Religious Activities Prohibited. The recipient must not use USAID funds for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities, such as sanctuaries, chapels, or

other rooms that the recipient uses as its principal place of worship. Except for a structure used as its principal place of worship, where a structure is used for both eligible and inherently religious activities, USAID funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities.

d. Discrimination Based on Religion Prohibited. The recipient must not discriminate against any beneficiary or potential beneficiary on the basis of religion or religious belief as part of the programs or services directly funded with financial assistance from USAID.

e. A religious organization's exemption from the Federal prohibition on employment discrimination on the basis of religion, set forth in Sec. 702(a) of the Civil Rights Act of 1964, 42 U.S.C. 2000e-1 is not forfeited when the organization receives financial assistance from USAID.

f. The Secretary of State may waive the requirements of this section in whole or in part, on a case-by-case basis, where the Secretary determines that such waiver is necessary to further the national security or foreign policy interests of the United States.

[END OF PROVISION]

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

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

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

[END OF PROVISION]

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

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

(1) Programs, projects, activities, public communications, and commodities partially or fully funded by USAID;

(2) Program, project, or activity sites funded by USAID, including visible infrastructure projects or other physical sites;

(3) Technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities, promotional, informational, media, or communications products funded by USAID;

(4) Commodities, equipment, supplies, and other materials funded by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs; and

(5) Events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences and other public activities. If the USAID Identity cannot be displayed, the recipient is encouraged to otherwise acknowledge USAID and the support of the American people.

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

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

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

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

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

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

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

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

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

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

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

(4) Impair the functionality of an item;

(5) Incur substantial costs or be impractical;

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

(7) Conflict with international law.

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

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

(2) USAID determinations regarding waiver requests are subject to appeal by the recipient, by submitting a written request to reconsider the determination to the cognizant Assistant Administrator.

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

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

M14. REGULATIONS GOVERNING EMPLOYEES (AUGUST 1992)

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

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

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

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

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

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

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

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

[END OF PROVISION]

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

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

[END OF PROVISION]

M16. USE OF POUCH FACILITIES (AUGUST 1992)

a. Use of diplomatic pouch is controlled by the Department of State. The Department of State has authorized the use of pouch facilities for USAID recipients and their employees as a general policy, as detailed in items (1) through (6) below. However, the final decision regarding use of pouch facilities rest with the Embassy or USAID Mission. In consideration of the use of pouch facilities, the recipient and its employees agree to indemnify and hold harmless, the Department of State and USAID for loss or damage occurring in pouch transmission:

(1) Recipients and their employees are authorized use of the pouch for transmission and receipt of up to a maximum of .9 kgs per shipment of correspondence and documents needed in the administration of assistance programs.

(2) U.S. citizen employees are authorized use of the pouch for personal mail up to a maximum of .45 kgs per shipment (but see a.(3) below).

(3) Merchandise, parcels, magazines, or newspapers are not considered to be personal mail for purposes of this standard provision and are not authorized to be sent or received by pouch.

(4) Official and personal mail pursuant to a.(1) and (2) above sent by pouch should be addressed as follows:

Name of individual or organization (followed by letter symbol "G")
City Name of post (USAID/_____)
Agency for International Development

Washington, DC 20523-0001

(5) Mail sent via the diplomatic pouch may not be in violation of U.S. Postal laws and may not contain material ineligible for pouch transmission.

(6) Recipient personnel are NOT authorized use of military postal facilities (APO/FPO). This is an Adjutant General's decision based on existing laws and regulations governing military postal facilities and is being enforced worldwide.

b. The recipient is responsible for advising its employees of this authorization, these guidelines, and limitations on use of pouch facilities.

c. Specific additional guidance on grantee use of pouch facilities in accordance with this standard provision is available from the Post Communication Center at the Embassy or USAID Mission.

[END OF PROVISION]

M17. TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (AUGUST 2013)

a. PRIOR BUDGET APPROVAL

Direct charges for travel costs for international air travel by individuals are allowable only when each international trip has received prior budget approval. Such approval is met when all of the following are met:

(1) The trip is identified by providing the following information: the number of trips, the number of individuals per trip, and the origin and destination countries or regions;

(2) All of the information noted at a.(1) above is incorporated in the Schedule of this award or amendments to this award; and

(3) The costs related to the travel are incorporated in the budget of this award.

The Agreement Officer (AO) may approve, in writing, international travel costs that have not been incorporated in this award. To obtain AO approval, the recipient must request approval at least three weeks before the international travel, or as far in advance as possible. The recipient must keep a copy of the AO's approval in its files. No other clearance (including country clearance) is required for employees of the recipient, its subrecipients or contractors. International travel by employees who are not on official business of the recipient, such as rest and recuperation (R&R) travel offered as part of an employee's benefits package, must be consistent with the recipient's personnel and travel policies and procedures and does not require approval.

b. TRAVEL COSTS

All travel costs must comply with the applicable cost principles and must be consistent with those normally allowed in like circumstances in the recipient's non-USAID-funded activities. Costs incurred by employees and officers for travel, including air fare, costs of lodging, other subsistence, and incidental expenses, may be considered reasonable and allowable only to the extent such costs do not exceed reasonable charges normally allowed by the recipient in its regular operations as the result of the recipient organization's written travel policy and are within the limits established by the applicable cost principles.

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

c. FLY AMERICA ACT RESTRICTIONS

(1) The recipient must use U.S. Flag Air Carriers for all international air transportation (including personal effects) funded by this award pursuant to the Fly America Act and its implementing regulations to the extent service by such carriers is available.

(2) In the event that the recipient selects a carrier other than a U.S. Flag Air Carrier for international air transportation, in order for the costs of such international air transportation to be allowable, the recipient must document such transportation in accordance with this provision and maintain such documentation pursuant to the Standard Provision, "Accounting, Audit and Records." The documentation must use one of the following reasons or other exception under the Fly America Act:

(i) The recipient uses a European Union (EU) flag air carrier, which is an airline operating from an EU country that has signed the US-EU "Open Skies" agreement (<http://www.state.gov/e/eb/rls/othr/ata/i/ic/170684.htm>).

(ii) Travel to or from one of the following countries on an airline of that country when no city pair fare is in effect for that leg (see <http://apps.fas.gsa.gov/citypairs/search/>):

- a. Australia on an Australian airline,
- b. Switzerland on a Swiss airline, or
- c. Japan on a Japanese airline;

(iii) Only for a particular leg of a route on which no US Flag Air Carrier provides service on that route;

(iv) For a trip of 3 hours or less, the use of a US Flag Air Carrier at least doubles the travel time;

(v) If the US Flag Air Carrier offers direct service, use of the US Flag Air Carrier would increase the travel time by more than 24 hours; or

(vi) If the US Flag Air Carrier does not offer direct service,

- a. Use of the US Flag Air Carrier increases the number of aircraft changes by 2 or more,
- b. Use of the US Flag Air Carrier extends travel time by 6 hours or more, or
- c. Use of the US Flag Air Carrier requires a layover at an overseas interchange of 4 hours or more.

d. DEFINITIONS

The terms used in this provision have the following meanings:

(1) "Travel costs" means expenses for transportation, lodging, subsistence (meals and incidentals), and related expenses incurred by employees who are on travel status on official business of the recipient for any travel outside the country in which the organization is located. "Travel costs" do not include expenses incurred by employees who are not on official business of the recipient, such as rest and recuperation (R&R) travel offered as part of an employee's benefits package that are consistent with the recipient's personnel and travel policies and procedures.

(2) "International air transportation" means international air travel by individuals (and their personal effects) or transportation of cargo by air between a place in the United States and a place outside thereof, or between two places both of which are outside the United States.

(3) "U.S. Flag Air Carrier" means an air carrier on the list issued by the U.S. Department of Transportation at <http://ostpxweb.dot.gov/aviation/certific/certlist.htm>. U.S. Flag Air Carrier service also includes service provided under a code share agreement with another air carrier when the ticket, or documentation for an electronic ticket, identifies the U.S. flag air carrier's designator code and flight number.

(4) For this provision, the term "United States" includes the fifty states, Commonwealth of Puerto Rico, possessions of the United States, and the District of Columbia.

e. SUBAGREEMENTS

This provision must be included in all subagreements, including all subawards and contracts, under which this award will finance international air transportation.

[END OF PROVISION]

M18. OCEAN SHIPMENT OF GOODS (JUNE 2012)

OCEAN SHIPMENT OF GOODS (JUNE 2012)

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

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

b. This provision must be included in all subagreements, including subawards and contracts.

[END OF PROVISION]

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

Requirements for Voluntary Sterilization Programs

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

Prohibition on Abortion-Related Activities:

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

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

[END OF PROVISION]

M20. TRAFFICKING IN PERSONS (JUNE 2012)

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

(1) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this award;

(2) Procurement of a commercial sex act during the period of this award; or

(3) Use of forced labor in the performance of this award.

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

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

[END OF PROVISION]

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

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

- 1) The recipient must provide the Agreement Officer's Representative one copy of any Intellectual Work that is published, and a list of any Intellectual Work that is not published.
- 2) In addition, the recipient must submit Intellectual Work, whether published or not, to the DEC, either on-line (preferred) or by mail. The recipient must review the DEC Web site for submission instructions, including document formatting and the types of documents to submit. Submission instructions can be found at: <http://dec.usaid.gov>.
- 3) For purposes of submissions to the DEC, Intellectual Work includes all works that document the implementation, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the recipient under the award, whether published or not. The term does not include the recipient's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.
- 4) Each document submitted should contain essential bibliographic information, such as 1) descriptive title; 2) author(s) name; 3) award number; 4) sponsoring USAID office; 5) development objective; and 6) date of publication.
- 5) The recipient must not submit to the DEC any financially sensitive information or personally identifiable information, such as social security numbers, home addresses and dates of birth. Such information must be removed prior to submission. The recipient must not submit classified documents to the DEC.

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

[END OF PROVISION]

M22. LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2013)

- a) Construction is not eligible for reimbursement under this award unless specifically identified in paragraph d) below.
- b) Construction means —construction, alteration, or repair (including dredging and excavation) of buildings, structures, or other real property and includes, without limitation, improvements, renovation, alteration and refurbishment. The term includes, without limitation, roads, power plants, buildings, bridges, water treatment facilities, and vertical structures.
- c) Agreement Officers will not approve any subawards or procurements by recipients for construction activities that are not listed in paragraph d) below. USAID will reimburse allowable costs for only the construction activities listed in this provision not to exceed the amount specified

in the construction line item of the award budget. The recipient must receive prior written approval from the AO to transfer funds allotted for construction activities to other cost categories, or vice versa.

d) Description

[Construction is not eligible for reimbursement under this award]

e) The recipient must include this provision in all subawards and procurements and make vendors providing services under this award and subrecipients aware of the restrictions of this provision.

[END OF PROVISION]

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

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

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

- RAA2. NEGOTIATED INDIRECT COST RATES - PROVISIONAL (Nonprofit) (APRIL 1998)
- RAA4. EXCHANGE VISITORS AND PARTICIPANT TRAINING (JUNE 2012)
- RAA10. PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (JUNE 1999)
- RAA11. INVESTMENT PROMOTION (NOVEMBER 2003)
- RAA12. REPORTING HOST GOVERNMENT TAXES (JUNE 2012)
- RAA13. FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JUNE 2012)
- RAA16. PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (APRIL 2010)
- RAA17. USAID DISABILITY POLICY - ASSISTANCE (DECEMBER 2004)
- RAA19. STATEMENT FOR IMPLEMENTERS OF ANTI-TRAFFICKING ACTIVITIES ON LACK OF SUPPORT FOR PROSTITUTION (JUNE 2012)
- RAA20. ELIGIBILITY OF SUBRECIPIENTS OF ANTI-TRAFFICKING FUNDS (JUNE 2012)
- RAA21. PROHIBITION ON THE USE OF ANTI-TRAFFICKING FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF PROSTITUTION (JUNE 2012)
- RAA22. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER (OCT 2010)
- RAA23. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (OCTOBER 2010)
- RAA25. ACCESS TO USAID FACILITIES AND USAID'S INFORMATION SYSTEMS (AUG 2013)

(END OF PROVISION)

RAA2. NEGOTIATED INDIRECT COST RATES - PROVISIONAL (Nonprofit) (APRIL 1998)

- a. Provisional indirect cost rates must be established for each of the recipient's accounting periods during the term of this award. Pending establishment of revised provisional or final rates, allowable indirect costs must be reimbursed at the rates, on the bases, and for the periods shown in the schedule of the award.
- b. Within the earlier of 30 days after receipt of the A-133 audit report or nine months after the end of the audit period, the recipient must submit to the cognizant agency for audit the required OMB Circular A-133 audit report, proposed final indirect cost rates, and supporting cost data. If USAID is the cognizant agency or no cognizant agency has been designated, the recipient must submit four copies of the audit report, along with the proposed final indirect cost rates and supporting cost data, to the Overhead, Special Costs, and Closeout Branch, Office of Acquisition and Assistance, USAID, Washington, DC 20523-7802. The proposed rates must be based on the recipient's actual cost experience during that fiscal year. Negotiations of final indirect cost rates must begin soon after receipt of the recipient's proposal.
- c. Allowability of costs and acceptability of cost allocation methods must be determined in accordance with the applicable cost principles.

d. The results of each negotiation must be set forth in a written indirect cost rate agreement signed by both parties. Such agreement is automatically incorporated into this award and must specify (1) the agreed upon final rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. The agreement must not change any monetary ceiling, award obligation, or specific cost allowance or disallowance provided for in this award.

e. Pending establishment of final indirect cost rate(s) for any fiscal year, the recipient must be reimbursed either at negotiated provisional rates or at billing rates acceptable to the Agreement Officer, subject to appropriate adjustment when the final rates for the fiscal year are established. To prevent substantial overpayment or underpayment, the provisional or billing rates may be prospectively or retroactively revised by mutual agreement.

f. Failure by the parties to agree on final rates is a 22 CFR 226.90 dispute.

[END OF PROVISION]

RAA4. EXCHANGE VISITORS AND PARTICIPANT TRAINING (JUNE 2012)

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

a. Definitions:

(1) An **Exchange Visitor** is any host-country or third-country national traveling to the U.S., for any purpose, including Participant Training and Invitational Travel, funded by USAID in whole or in part, directly or indirectly.

(2) A **Participant** is a host-country or third-country national sponsored by USAID for a Participant Training activity taking place in the U.S., a third country, or in the host country.

(3) **Participant Training** is a learning activity conducted within the U.S., a third country, or in the host country for the purpose of furthering USAID development objectives. A learning activity takes place in a setting in which an individual (the Participant) interacts with a knowledgeable professional, predominantly for the purpose of acquiring knowledge or skills for the professional or technical enhancement of the individual. Learning activities may be formally structured, such as an academic program or a technical course, or they may be more informal, such as an observational study tour.

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

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

(1) For U.S.-based activities, the recipient must use USAID's official Exchange Visitor and Participant Training information system, currently called "Training Results and Information

Network – TraiNet” (see <http://trainethelp.usaid.gov/>), to report and manage Exchange Visitor and Participant Training data. The recipient must also use the USAID Visa Compliance System – VCS (see <http://trainethelp.usaid.gov/>) to transfer required data for USAID Exchange Visitors to the Department of Homeland Security’s Student and Exchange Visitor Information System (SEVIS).

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

c. Health and Accident Insurance:

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

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

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

d. Immigration Requirements:

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

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

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

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

g. Conditions of Sponsorship: The recipient must ensure that all Exchange Visitors read and sign the Conditions of Sponsorship for U.S.-Based Activities form (AID 1381-6). The recipient must also ensure that all Participants of long-term (six months or longer) third-country training read and sign the form Conditions of Sponsorship for Third-Country Training form (AID 1381-7). The recipient

must report to the Agreement Officer any known violations by Exchange Visitors of visa or other immigration requirements or conditions.

h. Exchange Visitor Security Risk and Fraud Inquiry: Each USAID Mission has an established process for conducting a Security Risk and Fraud Inquiry (SRFI) for Exchange Visitors. The recipient must be prepared to assist Missions in conducting the SRFI, if requested. However, the recipient's role is contributive, and the Mission is ultimately responsible for conducting the SRFI.

i. Fly America: To the extent that participants travel by international air travel, the recipient must comply with the Standard Provision, "International Air Travel and Air Transportation of Property."

j. Use of Minority Serving Institutions: For U.S.-based Participant Training, the recipient must, to the maximum extent possible, maintain their use of Historically Black Colleges and Universities (HBCUs) and other Minority Serving Institutions (MSIs), including Hispanic Serving Institutions and Tribal Colleges and Universities, as training or education providers.

[END OF PROVISION]

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

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

b.

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

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

c.

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

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

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

[END OF PROVISION]

RAA11. INVESTMENT PROMOTION (NOVEMBER 2003)

- a. Except as specifically set forth in this award or otherwise authorized by USAID in writing, no funds or other support provided hereunder may be used for any activity that involves investment promotion in a foreign country.
- b. In the event the recipient is requested or wishes to provide assistance in the above area or requires clarification from USAID as to whether the activity would be consistent with the limitation set forth above, the recipient must notify the Agreement Officer and provide a detailed description of the proposed activity. The recipient must not proceed with the activity until advised by USAID that it may do so.
- c. The recipient must ensure that its employees and subrecipients and contractors providing investment promotion services hereunder are made aware of the restrictions set forth in this clause and must include this clause in all contracts and other subagreements entered into hereunder.
[END OF PROVISION]

RAA12. REPORTING HOST GOVERNMENT TAXES (JUNE 2012)

- a. By April 16 of each year, the recipient must submit a report containing:
 - (1) Contractor/recipient name.
 - (2) Contact name with phone, fax and e-mail.
 - (3) Agreement number(s).
 - (4) The total amount of value-added taxes and customs duties (but not sales taxes) assessed by the host government (or any entity thereof) on purchases in excess of \$500 per transaction of supplies, materials, goods or equipment, during the 12 months ending on the preceding September 30, using funds provided under this contract/agreement.
 - (5) Any reimbursements received by April 1 of the current year on value-added taxes and customs duties reported in (iv).
 - (6) Reports are required even if the recipient did not pay any taxes or receive any reimbursements during the reporting period.
 - (7) Cumulative reports may be provided if the recipient is implementing more than one program in a foreign country.
- b. Submit the reports to: [insert address and point of contact at the Embassy, Mission, or M/CFO/CMP as appropriate, may include an optional "with a copy to"].
- c. Host government taxes are not allowable where the Agreement Officer provides the necessary means to the recipient to obtain an exemption or refund of such taxes, and the recipient fails to take reasonable steps to obtain such exemption or refund. Otherwise, taxes are allowable in accordance with the Standard Provision, "Allowable Costs," and must be reported as required in this provision.
- d. The recipient must include this reporting requirement in all applicable subagreements, including subawards and contracts.

[END OF PROVISION]

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

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

b. Definitions:

(1) A foreign government delegation is appointed by the national government (including ministries and agencies but excluding local, state and provincial entities) to act on behalf of the appointing authority at the international conference. A conference participant is a delegate for the purposes of this provision, only when there is an appointment or designation that the individual is authorized to officially represent the government or agency. A delegate may be a private citizen.

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

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

[END OF PROVISION]

RAA16. PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (APRIL 2010)

a. The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

b. (1) Except as provided in (b)(2) and (b)(3), by accepting this award or any subaward, a non-governmental organization or public international organization awardee/subawardee agrees that it is opposed to the practices of prostitution and sex trafficking because of the psychological and physical risks they pose for women, men, and children.

(2) The following organizations are exempt from (b)(1): the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.

(3) Contractors and subcontractors are exempt from (b)(1) if the contract or subcontract is for commercial items and services as defined in FAR 2.101, such as pharmaceuticals, medical supplies, logistics support, data management, and freight forwarding.

(4) Notwithstanding section (b)(3), not exempt from (b)(1) are recipients, subrecipients, contractors, and subcontractors that implement HIV/AIDS programs under this assistance award, any subaward, or procurement contract or subcontract by:

(i) Providing supplies or services directly to the final populations receiving such supplies or services in host countries;

(ii) Providing technical assistance and training directly to host country individuals or entities on the provision of supplies or services to the final populations receiving such supplies and services; or

(iii) Providing the types of services listed in FAR 37.203(b)(1)-(6) that involve giving advice about substantive policies of a recipient, giving advice regarding the activities referenced in (i) and (ii), or making decisions or functioning in a recipient's chain of command (e.g., providing managerial or supervisory services approving financial transactions, personnel actions).

c. The following definitions apply for purposes of this provision:

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Prostitution” means procuring or providing any commercial sex act and the “practice of prostitution” has the same meaning.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act. 22 U.S.C. 7102(9).

d. The recipient shall insert this provision, which is a standard provision, in all subawards, procurement contracts or subcontracts.

e. This provision includes express terms and conditions of the award and any violation of it shall be grounds for unilateral termination of the award by USAID prior to the end of its term.

[END OF PROVISION]

RAA17. USAID DISABILITY POLICY - ASSISTANCE (DECEMBER 2004)

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

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

[END OF PROVISION]

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

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

[END OF PROVISION]

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

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

[END OF PROVISION]

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

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

[END OF PROVISION]

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

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

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

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

c. Definitions. For purposes of this award term:

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

(2) Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>)

(3) Entity, as it is used in this award term, means all of the following, as defined at 2 CFR 25, subpart C:

(i) A governmental organization, which is a State, local government, or Indian tribe;

(ii) A foreign public entity;

(iii) A domestic or foreign nonprofit organization;

(iv) A domestic or foreign for-profit organization; and

(v) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

(4) Subaward:

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

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

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

(5) Subrecipient means an entity that:

(i) Receives a subaward from you under this award; and

(ii) Is accountable to you for the use of the Federal funds provided by the subaward.

ADDENDUM (JUNE 2012):

a. Exceptions. The requirements of this provision to obtain a Data Universal Numbering System (DUNS) number and maintain a current registration in the Central Contractor Registration (CCR) do not apply, at the prime award or subaward level, to:

(1) Awards to individuals

(2) Awards less than \$25,000 to foreign recipients to be performed outside the United States (based on a USAID determination)

(3) Awards where the Agreement Officer determines, in writing, that these requirements would cause personal safety concerns.

b. This provision does not need to be included in subawards.

[END OF PROVISION]

RAA23. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (OCTOBER 2010)

a. Reporting of first-tier subawards.

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

(2) Where and when to report.

(i) You must report each obligating action described in paragraph a.(1) of this award term to <https://www.fsr.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 <https://www.fsr.gov/> specify.

b. Reporting Total Compensation of Recipient Executives.

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

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

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

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

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

(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if

the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at www.sec.gov/answers/execomp.htm.)

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

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

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

c. Reporting of Total Compensation of Subrecipient Executives.

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

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

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

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

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

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

(i) To the recipient.

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

d. Exemptions.

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

(1) Subawards, and

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

e. Definitions.

For purposes of this award term:

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

(i) A governmental organization, which is a State, local government, or Indian tribe;

(ii) A foreign public entity;

(iii) A domestic or foreign nonprofit organization;

(iv) A domestic or foreign for-profit organization; and

(v) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

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

(3) Subaward:

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

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

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

(4) Subrecipient means an entity that:

(i) Receives a subaward from you (the recipient) under this award; and

(ii) Is accountable to you for the use of the Federal funds provided by the subaward.

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

(i) Salary and bonus.

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

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

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

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

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

[END OF PROVISION]

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

a. A U.S. citizen or resident alien engaged in the performance of this award as an employee, consultant, or volunteer of a U.S organization may obtain access to USAID facilities or logical access to USAID's information systems only when and to the extent necessary to carry out this award and in accordance with this provision. The recipient's employees, consultants, or volunteers who are not U.S. citizen as well as employees, consultants, or volunteers of non-U.S. organizations, irrespective of their citizenship, will not be granted logical access to U.S. Government information technology systems (such as Phoenix, GLAAS, etc.) and must be escorted to use U.S. Government facilities (such as office space).

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

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

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

[END OF PROVISION]

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

ATTACHMENT D - BRANDING AND MARKING

This Agreement incorporates the following Branding and Marking as set forth in ADS Chapter 320.

Branding Strategy and Marking plan under USAID-Funded Assistance Instrument, is requirement of the USAID; the recipient's Branding and Marking plan should be submitted and will be approved within 30 days after the award.

Branding and Marking Requirements for Assistance Awards

Effective Date: 01/08/2007

USAID's policy is that programs, projects, activities, public communications, or commodities implemented or delivered under co-funded instruments – such as grants, cooperative agreements, or other assistance awards that usually require a cost share – generally are “co-branded and co-marked.” In accordance with 22 CFR 226.91, this policy applies to these assistance awards even when the award does not require any cost sharing (see [ADS 303.3.10](#)).

320.3.3.1 Co-branding and Co-marking

Effective Date: 01/08/2007

Co-branding and co-marking mean that the program name represents both USAID and the implementing partner and the USAID Identity and implementer's logo must both be visible with equal size and prominence on program materials produced for program purposes. Such program materials include the assistance set forth at [22 CFR 226.91 \(b\) – \(e\)](#). Program materials do not include commodities the recipient or sub-recipient procures for their own use in administering the USAID-funded program (in accordance with the definition of “commodities” in [22 CFR 226.2](#)). In short, co-funding means co-branding and co-marking.

However, the AO, after consulting with the activity manager/requesting office, may determine that program goals require that the USAID Identity be larger and more prominent, if USAID is the majority donor and the USAID funded program, project, activity or public communication is especially visible and important to USAID.

A host-country symbol or ministry logo or other U.S. Government seal or logo may also be added, if applicable.

Marking is not required for recipient's offices, vehicles, and items the recipient procures for its own administrative use (see [22 CFR Part 226.91](#) and [320.3.5](#)). The prohibitions on use of the USAID Standard Graphic Identity (see [320.3.1.5](#) and [320.3.1.6](#)) apply by USAID policy to recipients of grants and cooperative agreements.

320.3.3.2 Branding and Marking Requirements for Specific Grant, Cooperative Agreement, or Other Assistance Awards

Effective Date: 01/08/2007

Marking requirements, including requests for presumptive exceptions (see [22 CFR 226.91\(h\)](#)) and waivers, for assistance awards must be in accordance with [22 CFR 226.91 \(j\)](#). By policy, USAID requires non-U.S., non-governmental organizations, including cooperating country non-governmental organizations (and in rare cases, Public International Organizations, see [320.3.5](#)), to follow marking requirements for assistance awards as set forth in this chapter and [22 CFR 226.91](#). In addition to the presumptive exceptions in 22 CFR 226.91(h), loan programs under assistance awards may also be determined to be an exception to the USAID marking policy, in accordance with section [320.3.4.4](#). For unsolicited proposals and other non-competitive awards, the applicant is

considered the Apparently Successful Applicant and may submit a Branding Strategy and Marking Plan with their proposal. (See **320.3.1.4** regarding adding incremental funding to existing awards.)

AOs, activity managers and other members of the SOT/RO, and CTOs, with support from DOCs, Bureau/Office Communications Officers, and the Senior Advisor for Brand Management (LPA), are responsible for ensuring that Apparently Successful Applicants and recipients are familiar with the **USAID Partner Co-Branding Guide** and other Agency guidance.

A determination by an AO before an award is made that none of the presumptive exceptions applies is not subject to a separate appeal process, but may be handled through normal grant award or administration procedures. A determination by an AO after an award is made that a presumptive exception does not apply is subject to the appeals process at [22 CFR 226.90](#).

In accordance with [section \(j\) of 22 CFR 226.91](#), Principal Officers have the authority to approve waivers of marking requirements. Recipients may appeal the Principal Officer's determination concerning a waiver to the Principal Officer's Cognizant AA.

[END OF ATTACHMENT D]

ATTACHMENT E - INITIAL ENVIRONMENTAL EXAMINATION

OAPA Tracking # OAPA-13-JUL-APG-0052



USAID | AFGHANISTAN
FROM THE AMERICAN PEOPLE

US AGENCY FOR INTERNATIONAL DEVELOPMENT
Office for Afghanistan and Pakistan Affairs (OAPA)

REQUEST FOR CATEGORICAL EXCLUSION (RCE)

PROGRAM/ACTIVITY DATA

Country Code and AO: 306-03
Assistance Objective Name: Better Education and Healthier population
Program Objective: OSSD
Country or Region: Afghanistan
Activity Name: Assessment of Learning Outcomes and Social Effects in Community-based Education (ALSE)
Award Number: AID-306-F-13-XXXX
Funding Begin: January 1, 2014
Funding End: December 31, 2017
LOP Amount: \$2,799,288
IEE Prepared by: Christopher Steel **Date:** 07/13/2013
IEE Amendment (Y/N): N

ENVIRONMENTAL ACTION RECOMMENDED: (Place X where applicable)

Categorical Exclusion	<input checked="" type="checkbox"/>	Deferral	<input type="checkbox"/>
Positive Determination	<input type="checkbox"/>	Negative Determination	<input type="checkbox"/>
Negative Determination With Conditions	<input type="checkbox"/>	Exemption	<input type="checkbox"/>

1.0 PURPOSE, BACKGROUND AND ACTIVITY DESCRIPTION

1.1 Purpose and Scope of the IEE

The purpose of this RCE, in accordance with 22 CFR 216, is to provide the first review of reasonably foreseeable effects on the environment, as well as to document a categorical exclusion, for the Assessment of Learning Outcomes and Social Effects in Community-based Education (ALSE) project.

1.2 Background and Activity Description

Formal education efforts are well documented in Afghanistan; informal community-based models are less understood. The Assessment of Learning Outcomes and Social Effects in Community-Based Education (ALSE) project will document how various aspects of Community Based Education (CBE) affect longer-term impact on achievement. The project will do this by examining gender, access, enrollment, and delivery mechanism(s) of education and assess the effect of these variables in various program components (teacher training, community grants) on social cohesion and civic participation – all necessary areas to understand as efforts to transition schools from NGO-sponsorship to the Ministry of Education (MOE) responsibility continue in Afghanistan. The project will utilize the rigorous, peer-reviewed randomized-control trial (RCT) methodology pioneered in Afghanistan in 2006 by New York University, and provide an ongoing venue for in-depth training and mentorship for

MOE evaluation specialists to serve as co-researchers.

ALSE will 1) identify basic education programming interventions that support the macro-level effects of improving learning achievement and building community engagement and 2) further the abilities of the Afghan government, specifically to MOE, in conducting its own educational research.

The RESEARCH component of ALSE consists of a formative study to understand the current transition from NGOs to government administration of community-based education, and a RCT that will examine the sustainability of positive outcomes of community-based schools in Afghanistan after government handover.

The CAPACITY-BUILDING component of ALSE is designed to further the abilities of the Afghan government, specifically the MOE, in conducting their own educational research. To do so, the ALSE project will conduct a series of trainings for MOE staff on the design, conduct, and analysis of education research.

2.0 JUSTIFICATION FOR CATEGORICAL EXCLUSION REQUEST

This project qualifies for a categorical exclusion, as per 22 CFR 216.2 (c) (2) (i), (iii) and (v):

- (i) Education, technical assistance, or training programs except to the extent such programs include activities directly affecting the environment (such as construction of facilities, etc.);
- (iii) Analyses, studies, academic or research workshops and meetings;
- (v) Document and information transfers;

Activities	Effects on natural or physical environment	Recommended Threshold Determination
School Level Data Collection	None	Categorical Exclusion per 22 CFR 216.2 (c) (2) (iii)
School and Community Level Training	None	Categorical Exclusion per 22 CFR 216.2 (c) (2) (v)
Capacity Development of MOE Staff	None	Categorical Exclusion per 22 CFR 216.2 (c) (2) (i)

3.0 REVISIONS

Pursuant to 22 CFR 216.3(a)(9), if new information becomes available that indicates that activities to be funded by the program might be “major” and the program’s effect “significant,” or if additional activities are proposed that might be considered “major” and their effects significant, this RCE will be reviewed and revised by the originator of the project and submitted to the Bureau Environmental Officer (BEO) for approval and, if appropriate, an environmental assessment will be prepared. It is the responsibility of the USAID COR/ AOR to keep the Mission Environmental Officer, USAID/Afghanistan and the BEO/OAPA informed of any new information or changes in scope and nature of the activity that might require revision of the RCE.

APPROVAL OF RECOMMENDED ENVIRONMENTAL ACTIONS

Assessment of Learning Outcomes and Social Effects in Community-based Education (ALSE)

Clearances:

AOR

Acting OSSD Director and
Education Team Leader

OAA

Mission Environmental Officer

Regional Environmental Advisor,
Asia, Middle East & OAPA

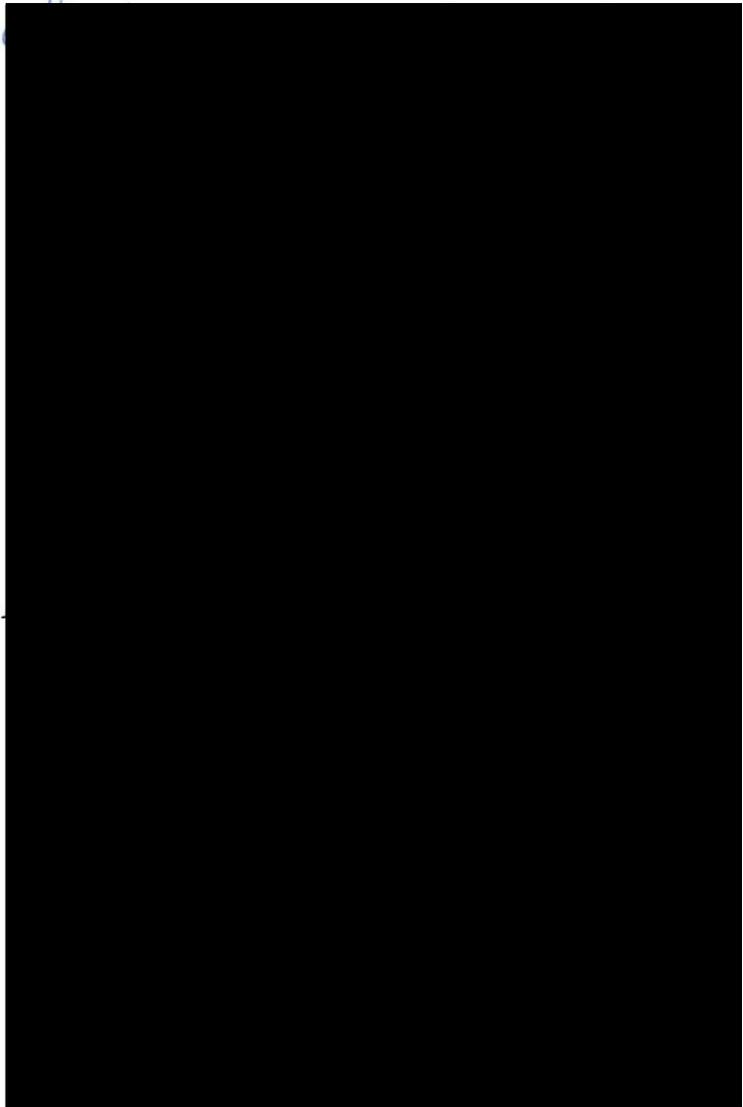
Regional Legal Advisor

Acting Deputy Mission Director

Mission Director

Approval:

Bureau Environmental
Officer/OAPA



DISTRIBUTION: MEO, COR/RMP, OAA, RLA

OAPA Tracking #: OAPA-13-JUL-AFG-0052

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