



USAID
FROM THE AMERICAN PEOPLE

AFGHANISTAN

November 5, 2014

Rikin Gandhi
Chief Executive Officer
Digital Green Foundation
2342 Shattuck Ave., #151
Berkeley, CA 94704

Subject: Grant No. AID-306-G-15-00002 – Digital Integration to Amplify Agricultural Extension in Afghanistan (DIAAEA)

Dear Mr. Gandhi:

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

This Award is effective as of November 30, 2014 and shall apply to commitments made by the Recipient in furtherance of program objectives for the period described in Section A.2 of the Schedule. USAID shall not be liable for reimbursing the Recipient for any costs in excess of the obligated amount.

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

Please sign a copy of this letter to acknowledge your receipt of this Award, and return the signed copy to Ethan Takahashi, Agreement Officer at ETakahashi@state.gov with a copy to Acquisition and Assistance Specialist, Idrees Raheem, at IRaheem@state.gov.

Sincerely,

Ethan Takahashi
Agreement Officer

Digital Integration to Amplify Agricultural Extension in Afghanistan (DIAAEA)
Grant No. AID-306-G-15-00002-00

Attachments:

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

ACKNOWLEDGED:

BY: 

TITLE: Chief Executive Officer

DATE: Nov 5, 2014

ACCOUNTING AND APPROPRIATION DATA

A. GENERAL

- | | | |
|----|------------------------------|--|
| 1. | Total Estimated USAID Amount | : \$391,000.00 |
| 2. | Total Obligated USAID Amount | : \$391,000.00 |
| 3. | Activity Title | :Digital Integration to Amplify Agricultural Extension in Afghanistan (DIAAEA) |
| 4. | USAID Technical Office | :Office of Agriculture (OAG) |
| 5. | TIN | :26-2418959 |
| 6. | DUNS Number | : 045312690 |

B. SPECIFIC

Requisition Number	: REQ-306-15-000017
Amount Obligated	: \$391,000.00
BBFY	: 2010
EBFY	: 2011
FUND	:
OP	: Afghanistan Program
PROGRAM AREA	: A18
DISTRIBUTION CODE	: 306-M
PROGRAM ELEMENT	: A074
TEAM/DIV	: AFG/OAG
BGA	: 306
SOC	: 4100301

C. PAYING OFFICE

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

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ATTACHMENT A- SCHEDULE

A.1 PURPOSE OF AWARD

The purpose of this Grant is to provide support for the program described in Attachment B entitled “Program Description.”

A.2 PERIOD OF AWARD

1. The effective date of this Award is November 30, 2014. The estimated completion date of this Award is November 29, 2015.

A.3 AMOUNT OF AWARD AND PAYMENT

1. The total estimated amount of this Award for the period shown in A.2.1 above is \$391,000.00.
2. Funds obligated hereunder, are anticipated to be sufficient through approximately November 29, 2015. The recipient is authorized to continue expending obligated funds, if available beyond that date, but not after the estimated completion date set forth in this agreement.
3. USAID hereby obligates the amount of \$391,000.00 for program expenditures during the period set forth in A.2 above and as shown in the Budget below. USAID is not obligated to reimburse the Awardee for the expenditure of amounts in excess of the total obligated amount.
4. Payment will be made to the Recipient by Direct Reimbursement in accordance with procedures set forth in 22 CFR 226. The Recipient shall use the SF-270, “Request for Advance or Reimbursement,” to request reimbursement of actual expenditures (the form shall be marked to indicate that it is a request for reimbursement). In accordance with 22 CFR 226.22, requests for reimbursement may be submitted monthly, but in no event shall they be submitted later than 30 days after the end of each calendar quarter. This form and its instructions are available on the internet at:

<http://www.whitehouse.gov/sites/default/files/omb/grants/sf270.pdf>

The Recipient shall submit electronic copies of the SF-270 to the Payment Office indicated in Section A.7.2 of this award.

A.4 AWARD BUDGET

a. Budget table

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

A. Salaries and Wages	71,780
B. Fringe Benefits	0
C. Consultants	0
D. Travel, Transportation & Per Diem	86,960

E. Equipment and Supplies	31,500
F. Allowances	7,578
G. Subcontracts	75,000
H. Other Direct Costs (ODCs)	32,183
I. Security Costs	35,000
SUB-TOTAL DIRECT COSTS	340,001
J. Administrative Costs Recovery	51,000
TOTAL ESTIMATED AMOUNT	391,001

(b) Budget Revisions

Prior Approval of Certain Revisions to Budget Plan

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

A.5 INDIRECT COST RATE

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

Description	Rate	Base
Provisional Overhead (Administrative Cost Recovery)	15%	1/

1/ Base of Application: Total Direct Costs

Under Cooperative Agreement No. AID-OAA-A-14-00052 with USAID, the Recipient must submit a formal indirect cost rate proposal to the USAID Cost Audit and Support division (M/OAA/CAS) no later than 60 days after the effective date of the award in order to receive a post-award survey and apply for a formal negotiated indirect cost rate (NICRA). The Recipient will notify the USAID/Afghanistan AO when it submits its proposal to M/OAA/CAS and when it receives its post-award audit and formal NICRA.

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

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

A.7 REPORTING AND EVALUATION

A.7.1 FINACIAL REPORTING

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

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

In accordance with 22 CFR 226.70-72, the original and two (2) copies of all final financial reports shall be submitted to the Payment Office, the Agreement Officer (if requested) and the Agreement Officer’s Representative (AOR).

A.7.2 PROGRAMMATIC REPORTING

Summary Table

No.	REPORT	DESCRIPTION AND DUE DATE
a.	Work Plan	<ul style="list-style-type: none"> • Draft work plan – Submitted electronically to the AOR within 30 calendar days of the award’s effective date or as adjusted by the AOR. • Final work plan – submit electronically within 5 calendar days following receipt of AOR feedback.
b.	Monitoring and Evaluation Plan	<ul style="list-style-type: none"> • Illustrative M&E Plan – Submitted as part of the application to this RFA. • Within 30 calendar days after award, the final M&E Plan must be submitted.
c.	Quarterly Progress Reports	<ul style="list-style-type: none"> • Submitted to the AOR electronically within 30 calendar days after the close of each project quarter.
d.	Closeout Plan	<ul style="list-style-type: none"> • To be submitted electronically to the AOR within 60 calendar days prior to award completion.
e.	Final Program Report*	<ul style="list-style-type: none"> • Draft - To be submitted electronically to the AOR 30 calendar days prior to award completion. • Final – To be submitted 30 calendar days after award completion
f.	Ad-hoc Reports	<ul style="list-style-type: none"> • Submitted electronically upon request by the AO and or AOR in writing and based on deadlines established by the AO/AOR

Detailed description of required reports:

a. Work Plan

- USAID/Afghanistan will review the detailed draft Work Plan and provide comments. USAID/Afghanistan may also request additional activities to be incorporated into the Recipient’s Work Plan.
- The Work Plan should include major activities that will be undertaken, the rationale behind these activities, anticipated results of these efforts and how they will be measured, any outside technical assistance that will be required to complete the activity, and a timeframe for when activities will commence and end. The planned activities must be arranged by the overall objectives of the Program Description and further broken down by sub-activities and tasks and by geographic

location. Details of collaboration with other USAID and non-USAID partners should also be included.

Recipient must include budgetary forecasts and notes tied to proposed activities. The budget should be disaggregated by units, unit cost, by year, and for the life of project.

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

b. Monitoring and Evaluation Plan

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

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

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

The M&E Plan:

- Shall cover the entire period of performance of this Award and may be adjusted based on any changes in planned activities. Requires USAID approval.
- Should provide for each indicator proposed a brief narrative will include the following:
 - Data collection method;
 - Data reliability and timeliness (i.e., intrinsic data quality); and
 - Indicator validity (i.e., the relationship between the indicator and the desired output or result).
- Shall clearly stipulate how and when baselines will be established.
- Shall include relevant indicators to measure performance annually and at the end of the program, with baselines and targets for each indicator.

Proposed indicators must be in line with Development Objective and Intermediate Results of the Mission’s PMP.

c. Quarterly Progress Reports

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

Contents:

- Shall be no longer than 20 pages summarizing, at minimum: (1) progress to date, per the agreed-upon deliverables; (2) identification of specific problems and delays and recommendations for adjustments and corrective action; (3) outcomes of any high-level meetings held and field visits; (4) planned activities for the next reporting period; (5) assessment of the validity and efficacy of progress against the objectives and results; (6) progress on gender and environmental compliance, including but not limited to issues arising.
- The fourth quarter report should be an annual report with a descriptive analysis of activities conducted during that USG fiscal year, a quantitative and/or qualitative description of actual achievements versus planned activities for the year, in both narrative and in data performance table formats. The data performance table should include accomplishments for the fiscal year against that year's targets.
- The recipient will provide USAID/Afghanistan with an electronic copy of the products -- studies, trip reports, technical reports -- of all short-term consultants financed under the agreement.

d. Closeout Plan

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

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

1. Dates for activity completion;
2. A property disposition plan for the recipient in accordance with award requirements, which must be approved by the agreement officer;
3. A schedule to address office leases, bank accounts, utilities, cell phones, personnel notification, outstanding payments, household shipments, vehicles; phone subscriptions, etc.;
4. Dates for the receipt of all final liquidations and required reports;
5. Report on the estimated amount of funds required for the completion of the award;
6. Report on compliance with all local labor laws, tax clearances, and other appropriate compliance matters.

e. Final Program Report

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

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

Mailing Address

Development Experience Clearinghouse (DEC)
USAID Knowledge Service Center
M/CIO/ITSD/KM
1300 Pennsylvania Avenue, NW
Ronald Reagan Building (RRB) M.01-10

Washington, D.C. 20523-6100

Contact Information

Telephone: (202) 712-0579

E-mail: docsubmit@usaid.gov

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

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

f. Ad-hoc Reports

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

A.7.3 DATABASE REPORTING REQUIREMENTS

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

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

The Recipient shall provide at least a quarterly update of information on the activities under the Agreement by entering this information into the USAID/Afghanistan management information

system. The Recipient shall enter information via an Internet website or a Microsoft (MS) Access Database; USAID will provide the URL address or Access Database, and a user ID/password. A comprehensive user manual will be provided after that details information on the required information and processes needed for managing the information in USAID\Afghanistan information system.

A.8 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for the procurement of services and commodities for this Grant is **937**

A.9 TECHNICAL AND COST APPLICATION

This Grant fully incorporates by reference Digital Green Foundation's final Technical and Cost applications submitted on October 31, 2014.

A.10 USAID BRANDING AND MARKING

Branding Strategy

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

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

Marking Plan

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

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

The Recipient, within 30 days, is required to submit both Branding Strategy and Marking Plan documents in Microsoft Word format. The AOR and Agreement Officer will review both documents to ensure that they meet USAID requirements.

A.11 RESTRICTIONS ON FUNDING FOR LAW ENFORCEMENT

None of the funds made available through this grant shall be used to provide training or advice, or provide any financial support, for police, prisons, or other law enforcement forces. The only exception to this restriction is activities that enhance professional capabilities to carry out investigative and forensic

functions conducted under judicial or prosecutorial control. The Recipient shall consult with USAID before relying on this exception.

A.12 SPECIAL PROVISIONS

A.12.1 SPECIAL AWARD CONDITION

This Cooperative Agreement is awarded with a special condition in accordance with USAID ADS Chapter 303.3.9, and 22 CFR 226.14.

Payments under this Grant will be on reimbursable basis until USAID/Afghanistan determines that the recipient is eligible for Advance Payments in accordance with ADS 636.

A.12.2 INTERNATIONAL TRAVEL AND TRANSPORTATION

The Agreement Officer hereby provides prior written approval for the following travel provided that the Recipient obtains the AOR's written concurrence:

Number of Trips	Number of Individuals Per Trip	Origin and Destination Countries
16	1	Round Trip Afghanistan - India

This approval is for travel by lowest economy class airfare. The Recipient shall retain for audit purposes a copy of each travel concurrence. See C17. Travel and International Air Transportation (August 2013).

A.12.3 SECURITY:

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

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

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

The Recipient shall prepare a comprehensive safety and security plan pertaining to all aspects of its

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

A.12.4 HOST COUNTRY TAXES AND DUTIES:

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

A.12.5 SPECIAL PROVISION FOR PERFORMANCE IN AFGHANISTAN:

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

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

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

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

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

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

A.12.6 SERIOUS INCIDENT REPORTING REQUIREMENTS:

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

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

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

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

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

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

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

A.12.7 HOMELAND SECURITY PRESIDENTIAL DIRECTIVE (HSPD-12):

In response to the general threat of unauthorized access to federal facilities and information systems, the President issued Homeland Security Presidential Directive-12. HSPD-12 requires all Federal agencies to use a common Personal Identity Verification (PIV) standard when identifying and issuing access rights to users of Federally-controlled facilities and/or Federal Information Systems. USAID is applying the requirements of HSPD-12 to applicable assistance awards. USAID will begin issuing HSPD-12 "smart card" IDs to applicable recipients (and recipient employees), using a phased approach. Effective October 27, 2006, USAID will begin issuing new "smart card" IDs to new recipients (and recipient employees) requiring routine access to USAID controlled facilities and/or access to USAID's information systems. USAID will begin issuance of the new smart card IDs to existing recipients (and existing recipient

employees) on October 27, 2007. (Exceptions would include those situations where an existing recipient (or recipient employee) loses or damages his/her existing ID and would need a replacement ID prior to Oct 27, 2007. In those situations, the existing recipient (or recipient employee) would need to follow the PIV processes described below, and be issued one of the new smart cards.)

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

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

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

A.12.8 USAID AFGHANISTAN IMPLEMENTING PARTNER NOTICES:

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

A.12.9 SUB-AWARD REQUIREMENTS (MARCH 2012):

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

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

(c) USAID's objective is to promote, to the extent practicable, competitive, transparent and appropriate

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

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

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

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

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

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

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

(i) Subsidiaries of the awardee;

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

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

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

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

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

A.12.10 FRAUD REPORTING:

The awardee is required to report on indications of fraud in host-country institutions or other matters that could reasonably be expected to be of foreign policy interest to the U. S. Government's development and stabilization efforts. Corruption, real or perceived, may critically impact USAID programming objectives

as might other knowledge the awardee acquires in its normal course of business. This [clause/provision] must not be construed to require the awardee to conduct investigation for such information outside of its normal business practices or to report on matters not directly or indirectly related to USAID programming or the proper use of U.S. Government funds. In the event awardee has special non-disclosure requirements or confidentiality requirements (such as are prevalent in the legal and banking industries), or awardee determines such reporting would conflict with applicable laws, awardee must include a proposal to obtain any necessary waivers from the applicable host-country institution allowing such reporting to the maximum extent possible. Reports under this requirement must be submitted as a deliverable under the award.

A.12.11 GENDER INTEGRATION REQUIREMENTS:

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

1. The total number of women and girls supported through the agreement on a quarterly basis through Afghan Info;
2. Number of women accessing basic services, including education and health;
3. Number of interventions leading to increased employment and economic opportunities for women, as well of number of beneficiaries;
4. Number of interventions resulting in increased participation of women in government and civil society;
5. Number of activities supporting legal rights and public access for women; and, outcomes for women who have benefited from the agreement. The Recipient shall refer to USAID/Afghanistan's comprehensive Performance Management Plan (PMP) for complete list of gender indicators. To the extent possible, indicators applicable to the agreement will be disaggregated by gender.

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

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

A.12.12VETTING:

I 4-14.001

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

- (a) The recipient must complete and submit the "USAID Information Form" in appendix B. for:
- (i) Itself, if it is a non-U.S. entity;
 - (ii) Each sub recipients or sub recipients of a sub recipients, regardless of the tier, that is a non-U.S. entity; or
 - (iii) Each key individual that is a non-U.S. entity.

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

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

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

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

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

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

Vetting Procedures:

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

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

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

II. 4-14.002

Certification Regarding Provision of Support to Persons Engaged in Terrorism:

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

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

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

a. Before providing any material support or resources to an individual or entity, the Recipient will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website: <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Recipient.

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

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

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

3. For purposes of this Certification:

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

b. "Terrorist act" means-

(i) An act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site, <http://www.un.org/sc/committees/1267/pdf/AQList.pdf>: or

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

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

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

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

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

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

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

III. 4-14.003

Restrictions on Certain Foreign Purchases

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

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Entities and individuals subject to economic sanctions are in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>. More information about these restrictions, and updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>.

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

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

A.12.13 ENVIRONMENTAL COMPLIANCE

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

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

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

An Initial Environmental Examination (IEE) number OAPA-12-FEB-AFG-0023 has been approved for program funding this Grant. The IEE covers activities expected to be implemented under this Grant.

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

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

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

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

A.13 TITLE TO PROPERTY

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

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

A.14 SUB- RECIPIENT

Pursuant to 22 CFR 226 requires that all sub awarding under this Agreement receive the prior approval of the Agreement Officer unless described in the application and funded in the approved budget of the award. In seeking approval, the Recipient shall, at a minimum, identify the sub-recipient, the amount and the purpose of award.

The following sub-awards have been approved as part of the formal evaluation and approval of the Recipient’s application and are included in the budget.

<u>Sub Recipient Name</u>	<u>Not to Exceed Amount</u>
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None	
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END OF ATTACHMENT A - SCHEDULE

ATTACHMENT B – PROGRAM DESCRIPTION

a. Technical Approach

Goals/Objectives

Digital Green (DG) will conduct a one-year pilot project that will test and refine the approach to agricultural extension it has developed and successfully implemented in India and Ethiopia for the context of Afghanistan. Specifically, DG will engage over 5,000 smallholder farmers across two provinces in Afghanistan in the development and dissemination of locally produced videos on improved agronomic practices. Farmers who participate in this project will show increased knowledge about relevant value chains and a higher percentage of adoption of new practices than through existing extension services alone. Ultimately, farmers adopting these practices will see increased productivity of crops featured in the videos.

DG has identified two priority objectives for this pilot project:

Objective 1: Strengthen the soft and ICT skills of public and private extension agents and other community-based service providers in Afghanistan to effectively engage and mobilize farmers, thereby accelerating the sustained adoption of new practices and tools.

Objective 2: Refine the Digital Green approach in Afghanistan and build an evidence base for effective extension programs in areas of agriculture, nutrition, and health by experimenting with new modalities to understand how Digital Green’s technological, platform and service delivery components can be optimized for the Afghan context.

Background/Introduction

Agriculture provides 75 to 80% of Afghanistan’s citizens with their livelihood. However, as the World Food Program notes, about one-third of the population is food-insecure, with another 14% borderline insecure. Poverty, conflict, insecurity, natural disasters and extreme weather contribute to this high level of insecurity. One major factor is a lack of access to technology and knowledge on effective agricultural methodologies due to poverty and the disruptions of over 30 years of conflict. While Afghanistan’s Ministry of Agriculture, Irrigation and Livestock (MAIL) manages a public extension service, it has limited staff and resources. In addition, there is a lack of trust between extension agents and farmers in communities, leading to limited impact of the extension services the MAIL is able to provide.

Approach

DG amplifies the reach and increases the effectiveness of existing public and private agricultural extension programs by helping communities to create videos by farmers, of farmers and for farmers. These videos are then disseminated through screenings for existing farmers’ groups. They are facilitated by extension agents or peer mediators, who also collect data and feedback from farmers. This data allows DG and its partners to evaluate the effectiveness of videos and mediators and then iterate content, improve mediator training, and incentivize high performing mediators.

This approach has achieved success because target beneficiaries can relate to the farmers in the videos, and the trained facilitators are able to build upon the videos’ messaging. Videos produced through the Digital Green approach are highly localized, as they are customized for the crop, climate, and language conditions of the area in which they are produced and disseminated. They are specifically targeted towards developing farmer capacity across value chains to promote farmer market linkages, with a focus on the priority value chains identified by host government agencies, private sector partners, USAID and other collaborators.

Program Description

DG is requesting USAID assistance to conduct a pilot project aimed at effectively deploying its community-centered approach to agricultural extension in Afghanistan. Over the course of one year, DG will engage over 5,000 small-scale farmers across two provinces in Afghanistan in the development and dissemination of locally-produced videos on improved agronomic practices. Farmers adopting these practices will see increased productivity of crops featured in the videos. Digital Green will introduce and institutionalize its participatory video approach within the extension system of Afghanistan's Ministry of Agriculture, Irrigation and Livestock (MAIL), Provincial Departments of Agriculture, Irrigation and Livestock (DAILs), and other partners, including USAID partners in Afghan agricultural development. This initial investment will facilitate the adaptation of the Digital Green approach to the Afghan context and the gathering of evidence and lessons learned that will inform future expansion.

Partnerships

Digital Green will establish collaborative relationships with the MAIL; DAILs; the Ministry of Rural Rehabilitation and Development's National Solidarity Program (NSP); the Ministry of Health; USAID partners like Development Alternatives Incorporated (DAI), Chemonics, Roots of Peace, University of California at Davis, and ACDI/VOCA; and the Aga Khan Foundation.

DG has identified MAIL and DAILs as essential partners, as integration with public extension services is a key aspect of the DG model, facilitating broad reach and sustainability. DAI, Chemonics, University of California at Davis, and ACDI/VOCA also have existing partnerships with the MAIL and DAILs as well as simultaneously operate independent, market-oriented extension systems through programs like the Regional Agricultural Development Program (RADP), Afghanistan Agriculture Extension Project (AAEP), and e-Afghan Ag. It is important that DG work closely with any of these actors that are providing services in DG's target regions. DG can build upon themes or content developed by these partners in order to reinforce them and improve uptake.

The NSP supports Community Development Councils, which promote women's participation in livelihood activities and often provide support to mobilizing self-help learning groups. The Aga Khan Foundation is a facilitating partner of the NSP in supporting Community Development Councils. Partnering with these organizations will be crucial to connecting with women's groups.

DG will train health and nutrition extension workers and develop messaging and videos for dissemination on key nutrition topics.

Activities

Objective 1: Strengthen the soft and ICT skills of public and private extension agents and other community-based service providers in Afghanistan to effectively engage and mobilize farmers, thereby accelerating the sustained adoption of new practices and tools

Digital Green will work with the MAIL, DAILs, USAID, and non-governmental partners active in agricultural extension, like DAI and Chemonics, to identify project sites in Afghanistan. The pilot rollout will give priority to geographies with functioning extension units, and those in which the MAIL has already mobilized commodity groups targeted specifically to women farmers. It will also take into account security dynamics.

DG will conduct training of trainers sessions with representatives of the MAIL, DAILs, as well as other non-governmental extension partners on video production and screening mediation training techniques. These sessions will begin with an initial exposure visit to India where participants will be able to observe the end-to-end DG approach with experienced partners, like the Government of Bihar's Department of Rural Development. The relative proximity of India to Afghanistan supports this type of exchange visit and could serve as a useful base for building the skills of partners from locations in Afghanistan that may

be more difficult for DG trainers to visit due to security or logistical considerations. By creating a cadre of trainers within partner organizations in Afghanistan who will then train mediators, producers, and MAIL staff, DG will facilitate a faster and more broad-based rollout.

DG will then draw on the input of the MAIL, other partners, and the target communities to select mediators and video producers for training. The mediators will be drawn from a variety of backgrounds – agricultural extension officers, model farmers, health extension workers, women in self-help groups, and commodity group members – so that Digital Green may test a variety of mediator types in how they impact farmer adoption rates. Given the diversity of the Afghan context, we will investigate how the efficacy of a particular approach might vary across project sites based on agroecological and sociocultural parameters.

Mediator training will focus on video production, facilitated video screening, and data collection skills. Initial trainings will be conducted by DG staff with support from the MAIL, DAILs, and other extension partners who will have been trained on mediator and producer training techniques. These partners will progressively take a greater role in leading the training programs. As with the trainings for the MAIL, DAILs, and other extension partners, DG will plan a combination of in-Afghanistan and in-India trainings of mediators to address logistical and security challenges in travelling to certain sites.

At the same time, DG will be working with the MAIL, DAILs, and other partners to develop key messages and curricula for the video modules. Specifically, DG will constitute a technical advisory committee (TAC) consisting of stakeholders relevant to extension and research. Key stakeholders including the MAIL, DAILs, UC Davis, Afghan research organizations, other technical experts, and key development partners will be invited to join the TAC, which will develop initial model curricula for target agricultural value chains and nutritional concepts. These curricula will serve as prototypes for localized derivatives to be produced at the village level. The TAC will also meet regularly through the life of the pilot to exchange ideas and practices among researchers and practitioners involved in the program and to address any challenges that may arise.

After the training activities Video producers will create about two short, 8-10 minute videos each month, organized into crop-based value chain modules. The videos will feature local farmers on a variety of topics, including testimonials and demonstrations of improved production techniques, market linkages, and government initiatives. The videos will be filmed on pocket video cameras, and then distributed on memory cards for playback on battery-operated mobile projectors in each village. Videos will be shared almost exclusively within the districts in which they have been produced.

Because the MAIL's extension units form a major avenue for agricultural extension in Afghanistan, DG plans to test its approach through these units. As these extension units typically include demonstration plots, they are likely to be the primary site at which videos are produced in the project, especially during its early phases. These demonstration sites may also be used as training, dissemination, or data entry sites. DG will test extension unit effectiveness in multiple roles to determine how best to integrate the DG approach with them.

Small groups of 25-30 farmers will participate in regular screenings of the videos, which will be mediated by facilitators from the community in an interactive, reflective forum. The facilitators will record data about screening attendance, interests and questions of farmers, and adoption of the technologies promoted in the videos. All collected data will be made available in online reports, thus providing feedback to inform future video content. Participant feedback will therefore provide the second, "bottom-up" approach to content development.

DG's website provides a platform for institutional sharing of the videos produced in the field and tracks each video's reach, the feedback of farmers, and the adoption of featured practices and technologies. This

information flow is supported by an open-source data management framework developed by DG, called COCO (Connect Online, Connect Offline), which allows relational data to be captured and analyzed in locations with limited or intermittent internet connectivity, using a desktop, laptop, or mobile device. Given the limited data connections in Afghanistan, DG will continue to test and improve these tools for the local context.

Expected Results/Impact

- 5,000 smallholder farmers, including at least 1,000 women, in target districts reached through video dissemination sessions
- At least 2 quality videos (at least 12 over the project duration) produced and disseminated per month per province once activities operationalized
- Increased knowledge among participants of specific crops or nutritional practices relevant to their districts
- Increased adoption of agronomic or nutritional practices promoted through videos

While it is expected that the agricultural extension intervention will ultimately increase the productivity of the target crops and value chains, the scope of this pilot project is too limited to include this as an expected result. If this pilot were to lead to further programming, increased productivity would be included as a desired outcome.

Objective 2: Refine the Digital Green approach in Afghanistan and build an evidence base for effective extension programs in areas of agriculture, nutrition, and health by experimenting with new modalities to understand how Digital Green's technological, platform and service delivery components can be optimized for the Afghan context.

One of the two main objectives of the pilot project will be to understand the feasibility of adapting the DG approach in the context of Afghanistan. Thus, the activities will involve testing multiple iterations of the DG approach to determine the best fit for agriculture- and nutrition-based extension in the Afghan context. These iterations will focus on alternating various group types, such as farmer groups (which focus on multiple crops), common interest groups (which focus on value chain development of specific commodities), women's groups, and health extension groups. DG will also test mediator types, including agricultural extension officers, lead farmers, health extension workers, and peers. Additionally, DG will study the effectiveness of different video types, including training videos focused on specific practices as well as inspirational videos with success stories intended to motivate participating farmers to adopt practices. The approach will be tested in villages with both high-functioning extension officers and those with less physical and human capital in order to determine the effectiveness of the approach in different types of villages.

This testing recognizes that, as in the case of video content, local customization of the way videos are delivered is likely to be important to achieving adoptions. Nutrition related practices, for example, might have more uptake when disseminated by a health extension worker. Commodity group members may prove to be the most effective mediator for staple value chains. Testing these conjectures will allow us to develop multiple modes of dissemination that can be deployed as needed, rather than developing a one-size-fits-all approach. Those types and combinations of interventions that lead to the greatest number of adoptions will be prioritized for each value chain or geography, with particular attention paid to adoption rates among female farmers when exposed to male versus female video mediators. Participating farmers will also be asked to give feedback on mediators in order to ensure that farmers are comfortable with the type of mediators that are selected.

Another key goal under this objective is to build relationships with partners, including the MAIL, DAILs, the NSP, and USAID partners implementing the Regional Agricultural Development Program. These relationships will be identified through the scoping survey that will take place on project initiation to

determine which organizations can pilot DG's approach. The project management committee and technical advisory committee will provide mechanisms for these partner organizations to co-develop the workplans for piloting the DG approach, selecting the specific geographies which would be best suited for doing so, and the distribution of specific topics, such as agronomic production practices, nutrition, and access to value-chains, that will be featured in the videos. These committees will convene on a quarterly basis to discuss issues encountered in the roll-out, review community usage data and feedback, provide backstopping support on policy related issues, and help conceive strategies for institutionalizing and scaling the DG approach after the project duration. Integrating the DG approach within host government extension agencies is a key factor for sustainability. DG will also want to ensure that its programming builds upon, but is not duplicative of, the extensive work being done regarding agricultural extension using other approaches. These relationships will be essential to the success both of the pilot and any longer-term programming that may follow. DG will co-develop a strategic plan in partnership with the MAIL, DAILs, and other agencies for adapting and scaling its approach in Afghanistan after the project period.

Expected Results/Impact

- Increased understanding of the effectiveness of the DG extension model of locally-produced videos and facilitator-mediated dissemination in 2 Afghan provinces
- Evidence collected regarding most and least effective combinations of facilitators and participants in 2 provinces in Afghanistan
- Strong partnerships built with the MAIL, DAILs, and other Afghan government agencies
- Cooperative relationships established with at least one non-governmental organization implementing agricultural extension services
- Strategic plan for adapting and scaling DG approach in Afghanistan after project period

Monitoring and Evaluation Strategy

Monitoring and evaluation will be essential to the success of this pilot project. As laid out in Objective 2, a main goal of the project is that DG ascertain how best to adapt its approach for the Afghan context, and how it may be scaled up.

DG's data management system, COCO, has been specially developed as a monitoring system for collection of information related to a set of outputs and outcomes most relevant to DG's approach. DG will provide training on COCO and its accompanying data visualization tools, like DG's analytics dashboards (<http://analytics.digitalgreen.org>), to project stakeholders, like USAID, MAIL, and other partner NGOs. These tools will be immediately available for use in Afghanistan when the pilot video production and dissemination activities begin. Monitoring and evaluation officers and facilitators among our partners will be able to access the system on- or offline to easily and accurately enter data about video dissemination, interest and questions from farmers, and adoption of the technologies promoted in the videos, providing feedback that informs future content. Therefore, COCO collects data on outputs, including number and type of videos produced, verified and catalogued; number and quality of dissemination events; number of participants in dissemination events; as well as outcomes, such as the number of adoptions of new technologies and methodologies. Data is monitored on a rolling basis, and provides for an iterative process in which future video content is adjusted to meet local farmers' needs. Data will be sex-disaggregated so as to allow for gender impact analysis.

In order to ensure rapid and accurate reporting, DG has recently worked to upgrade COCO. Specifically, COCO has been updated to streamline reporting in conditions of intermittent data connectivity. DG has also developed a mobile platform in collaboration with the mobile technology-focused social enterprise, Dimagi, which is able to operate across mobile platforms, even where Internet access is irregular. That said, mobile and Internet penetration is significantly lower in rural Afghanistan than in rural India. DG will explore the feasibility of working with Dimagi to refine a mobile-version of COCO specifically for

the Afghan context to fully address this challenge.

Additionally, DG has developed a quality assurance framework to monitor not only the quantity of disseminations, but also ensure they are high quality. This framework also provides for the verification of adoptions of new technologies and practices. For the dissemination portion, staff conducting quality assurance visits will observe disseminations, grading mediators on a checklist of facilitation practices and behaviors. These include ensuring that all group members are encouraged to participate and asking questions of the farmers to gauge their understanding. For adoption verifications, DG will experiment with having MAIL, DAILs, and other partner staff travel to the field to physically examine reported adoptions, verifying several non-negotiable adoption points that have been identified by subject matter specialists. Given the logistical and security challenges of travelling in parts of Afghanistan, DG will study ways to include a “light” version of its quality assurance and data collection systems that will accomplish the majority of its oversight goals while minimizing staff requirements. For instance, DG will consider alternative methods of tracking adoption data, such as having farmers observe the practice of their peers or having farmers themselves self-report the practices that they have tried applying for themselves.

To confirm the expected results under Objective 1 that participants’ knowledge of specific crops or nutritional practices relevant to their districts will increase, and that adoptions of agronomic or nutritional practices promoted through videos will be higher than through traditional extension services alone, DG will conduct a quasi-experimental study in the two selected provinces. This study will involve the identification and observation of control sites that are highly similar in key aspects to intervention sites. Through this study, DG will be able to gather hard evidence regarding the impacts of project activities.

As another method of ensuring adequate monitoring and to triangulate data, DG will explore the concept of using interactive voice response (IVR) as a secondary tool to collect data and receive feedback from farmers and facilitators. IVR provides for two-way communication using voice, not text, over mobile phone networks, thus allowing for communication even with participants with low literacy skills. DG has worked extensively with IVR systems in India, and can integrate these systems with COCO. Using IVR, DG could survey participants about video dissemination sessions they attended or new technologies they adopted. They could also provide another method of communication with facilitators and extension agents, to collect feedback or act as a helpline.

Finally, DG will also monitor how its approach is institutionalized within the existing workflow of the MAIL, NSP, and other partners. This will help evaluate the success of Objective 2 of the pilot. In addition, the data collected can also be used to identify challenges and opportunities for potential continued partnership and scalability. Potential tools to monitor and record progress in terms of DG’s partnership with government agencies and others are: baseline analysis of extension services, feasibility analyses of DG approaches within existing structures, and process documentation collected during the pilot.

Gender Strategy

DG places significant emphasis in its current programming on gender considerations and outreach to women. In Afghanistan, as in much of the developing world, women make up the majority of smallholder farmers. No agricultural extension initiative will be successful without thoughtful, appropriate outreach to women. Additionally, women are generally responsible for food preparation and family health; thus, outreach and education on health and nutrition matters should target women as a matter of course.

However, women can be more difficult to reach because of the challenges they face in Afghan society.

Women have very low levels of literacy (18% to Afghan men's 50%)¹ and often have significant mobility concerns due to cultural expectations and safety considerations. In addition, women often have different needs and concerns than men do. To overcome these constraints and appropriately reach out to women, DG will focus on three key areas – access, content, and participation – as fundamental to its gender strategy:

- **Access** – DG and its partners will ensure that the knowledge being disseminated in each village is accessible to women. The medium of video, by its nature, creates new opportunities to reach rural women with agricultural knowledge. Illiteracy and dependence on local languages are not barriers, and local screenings can address women's common lack of mobility. Mobile projectors allow video screenings to occur on-demand at the places and times convenient to audiences. Screenings can be integrated with the meetings of existing community-based organizations that women are involved in already, like farmer development groups and the self-help groups run by the Ministry of Rural Rehabilitation and Development's National Solidarity Program (NSP). Beyond this, DG and its partners will exercise care to have special, women-only screenings in each target area at days and times that are most convenient for women to attend. These screenings will be facilitated by women as well. Considerations of access for women will be taken into account when DG and its partners select geographical target locations for the intervention.
- **Content** – The content of the video messaging is the second major focus of the consortium's gender strategy. DG and the Technical Advisory Committee (TAC) of experts it will bring together for this pilot project will ensure an emphasis on value chains that women farmers in the selected target areas are most engaged with. Livestock and horticulture are two potential areas of focus. In addition, DG and the TAC will incorporate gender analysis in their selection process for content, and DG will also include analysis of gender impact as a component of the project's monitoring, evaluation, and learning framework. New technologies face very different adoption patterns, based on their gender-specific characteristics. Once adopted by a household, a new agricultural technology or practice can lead to changes in household dynamics. For instance, a new variety adopted by a household for its increased yield may have poor post-harvest processing qualities. In cultures where the women are responsible for processing, promoting this technology for adoption has the unintended consequence of increasing the workload of women in the household.
- **Participation** – DG must ensure the participation of women not only at the beneficiary level, but throughout the project. This is important both for gender equality within the project and to maximize the effectiveness of the intervention. A key factor in DG's approach is relatability: farmers who view the videos are more likely to adopt new technologies and behaviors because they can relate to the featured farmers. It follows that women may be more likely to adopt behaviors modeled by other women. Therefore, DG will set targets in each intervention region for female facilitators and women to be featured in videos regarding agriculture, nutrition, and health. In addition, women will be actively recruited for other roles, including trainers, technicians, and program support.

END OF ATTACHMENT B – PROGRAM DESCRIPTION

¹ Afghanistan Ministry of Education Literacy Department, *Afghanistan National Literacy Action Plan 1391-1394 [2012-2015]*, p. 8, found online at <http://www.unesco.org/new/fileadmin/MULTIMEDIA/HQ/ED/pdf/Afghanistan.pdf>.

ATTACHMENT C – STANDARD PROVISIONS/OTHER PROVISIONS

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

The Agreement incorporates the following Standard Provisions as set forth in ADS Chapter 303 and applies for the administration of Assistance Award to U.S Nongovernmental Organizations. **MI.**

C.1 APPLICABILITY OF 22 CFR PART 226 (MAY 2005)

- a. All provisions of 22 CFR 226 and all Standard Provisions attached to this agreement are applicable to the recipient and to subrecipients which meet the definition of “Recipient” in part 226, unless a section specifically excludes a subrecipient from coverage. The recipient must assure that subrecipients have copies of all the attached standard provisions.
- b. For any subawards made with Non-U.S. subrecipients the recipient must include the applicable “Standard Provisions for Non-US Nongovernmental Organizations.” Recipients are required to ensure compliance with monitoring procedures in accordance with OMB Circular A-133.

C.2 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.

C.3 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.

C.4 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.

C.5 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.

C.6 SUBAGREEMENTS (JUNE 2012)

- a. Subawardees and contractors have no relationship with USAID under the terms of this award. All required USAID approvals must be directed through the recipient to USAID.
- b. Notwithstanding any other term of this award, sub awardees and contractors have no right to submit claims directly to USAID and USAID assumes no liability for any third party claims against the recipient.

C.7 OMB APPROVAL UNDER THE PAPERWORK REDUCTION ACT (DECEMBER 2003)

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

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

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

C.8 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.

C.9 DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (JUNE 2012)

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

- (1) Are presently excluded or disqualified from covered transactions by any Federal department or agency;
 - (2) Have been convicted within the preceding three-year period preceding this proposal; been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
 - (3) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph a.(2); and
 - (4) Have had one or more public transactions (Federal, State, or local) terminated for cause or default within the preceding three years.
- b. The recipient agrees that, unless authorized by the AO, it will not knowingly enter into any subagreements or contracts under this award with a person or entity that is included on the Excluded Parties available at www.sam.gov. The recipient further agrees to include the following provision in any subagreements or contracts entered into under this award:

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

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

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

C.10 DRUG-FREE WORKPLACE (JUNE 2012)

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

C.11 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.

**C.12 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.

**C.13 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

C.14 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.

C.15 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.

C.16 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.

C.17 TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (AUGUST 2013)

a. PRIOR BUDGET APPROVAL

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

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

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

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

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

b. TRAVEL COSTS

All travel costs must comply with the applicable cost principles and must be consistent with those normally allowed in like circumstances in the recipient's non-USAID-funded activities. Costs incurred by employees and officers for travel, including air fare, costs of lodging, other subsistence, and incidental expenses, may be considered reasonable and allowable only to the extent such costs do not exceed reasonable charges normally allowed by the recipient in its regular operations as the result of the recipient organization's written travel policy and are within the limits established by the applicable cost principles. In the absence of a reasonable written policy regarding international travel costs, the standard for determining the reasonableness of reimbursement for international travel costs will be the Standardized Regulations (Government Civilians, Foreign Areas), published by the U.S. Department of State, as from time to time amended. The most current Standardized Regulations on international travel costs may be obtained from the AO. In the event that the cost for air fare exceeds the customary standard commercial airfare (coach or equivalent) or the lowest commercial discount airfare, the recipient must document one of the allowable exceptions from the applicable cost principles.

c. FLY AMERICA ACT RESTRICTIONS

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

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

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

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

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

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

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

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

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

a. Use of the US Flag Air Carrier increases the number of aircraft changes by 2 or more,

b. Use of the US Flag Air Carrier extends travel time by 6 hours or more, or

c. Use of the US Flag Air Carrier requires a layover at an overseas interchange of 4 hours or more.

d. DEFINITIONS

The terms used in this provision have the following meanings:

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

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

(3) "U.S. Flag Air Carrier" means an air carrier on the list issued by the U.S.

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

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

e. SUBAGREEMENTS

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

C.18 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.

C.19 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.

C.20 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.

C.21 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.

C.22 LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2013)

a) Construction is not eligible for reimbursement under this award unless specifically identified in paragraph d) below.

b) Construction means —construction, alteration, or repair (including dredging and excavation) of buildings, structures, or other real property and includes, without limitation, improvements, renovation, alteration and refurbishment. The term includes, without limitation, roads, power plants, buildings, bridges, water treatment facilities, and vertical structures.

c) Agreement Officers will not approve any subawards or procurements by recipients for construction activities that are not listed in paragraph d) below. USAID will reimburse allowable costs for only the construction activities listed in this provision not to exceed the amount specified in the construction line item of the award budget. The recipient must receive prior written approval from the AO to transfer funds allotted for construction activities to other cost categories, or vice versa.

d) Description

[Construction is not eligible for reimbursement under this award]

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

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

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

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

RAA1. NEGOTIATED INDIRECT COST RATES - PROVISIONAL (Nonprofit) (APRIL 1998)

a. Provisional indirect cost rates must be established for each of the recipient's accounting periods during the term of this award. Pending establishment of revised provisional or final rates, allowable indirect costs must be reimbursed at the rates, on the bases, and for the periods shown in the schedule of the award.

b. Within the earlier of 30 days after receipt of the A-133 audit report or nine months after the end of the audit period, the recipient must submit to the cognizant agency for audit the required OMB Circular A-133 audit report, proposed final indirect cost rates, and supporting cost data. If USAID is the cognizant agency or no cognizant agency has been designated, the recipient must submit four copies of the audit report, along with the proposed final indirect cost rates and supporting cost data, to the Overhead, Special Costs, and Closeout Branch, Office of Acquisition and Assistance, USAID, Washington, DC 20523-7802. The proposed rates must be based on the recipient's actual cost experience during that fiscal year. Negotiations of final indirect cost rates must begin soon after receipt of the recipient's proposal.

c. Allowability of costs and acceptability of cost allocation methods must be determined in accordance with the applicable cost principles.

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

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

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

RAA2. EXCHANGE VISITORS AND PARTICIPANT TRAINING (JUNE 2012)

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

a. Definitions:

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

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

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

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

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

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

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

c. Health and Accident Insurance:

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

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

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

d. Immigration Requirements:

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

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

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

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

g. **Conditions of Sponsorship:** The recipient must ensure that all Exchange Visitors read and sign the Conditions of Sponsorship for U.S.-Based Activities form (AID 1381-6). The recipient must also ensure that all Participants of long-term (six months or longer) third-country training read and sign the form Conditions of Sponsorship for Third-Country Training form (AID 1381-7). The recipient must report to the Agreement Officer any known violations by Exchange Visitors of visa or other immigration requirements or conditions.

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

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

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

RAA3. PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (JUNE 1999)

- a. USAID reserves the right to terminate assistance to, or take other appropriate measures with respect to, any participant approved by USAID who is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR 140.
- b. (1) For any loan over \$1,000 made under this agreement, the recipient must insert a clause in the loan agreement stating that the loan is subject to immediate cancellation, acceleration, recall, or refund by the recipient if the borrower or a key individual of a borrower is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR 140.

(2) Upon notice by USAID of a determination under section (1) and at USAID's option, the recipient agrees to immediately cancel, accelerate, or recall the loan, including refund in full of the outstanding balance. USAID reserves the right to have the loan refund returned to USAID.
- c. (1) The recipient agrees not to disburse, or sign documents committing the recipient to disburse, funds to a subrecipient designated by USAID ("Designated Subrecipient") until advised by USAID that: (i) any United States Government review of the Designated Subrecipient and its key individuals has been completed; (ii) any related certifications have been completed.
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highlighted in yellow indicates that the material is new or substantively revised. 43 obtained; and (iii) the assistance to the Designated Subrecipient has been approved. Designation means that the subrecipient has been unilaterally selected by USAID as the subrecipient. USAID approval of a subrecipient, selected by another party, or joint selection by USAID and another party is not designation.

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

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

RAA4. REPORTING HOST GOVERNMENT TAXES (JUNE 2012)

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

- (1) Contractor/recipient name.
- (2) Contact name with phone, fax and e-mail.
- (3) Agreement number(s).
- (4) The total amount of value-added taxes and customs duties (but not sales taxes) assessed by the host government (or any entity thereof) on purchases in excess of \$500 per transaction of supplies, materials, goods or equipment, during the 12 months ending on the preceding September 30, using funds provided under this contract/agreement.
- (5) Any reimbursements received by April 1 of the current year on value-added taxes and customs duties reported in (iv).
- (6) Reports are required even if the recipient did not pay any taxes or receive any reimbursements during the reporting period.
- (7) Cumulative reports may be provided if the recipient is implementing more than one program in a foreign country.

b. Submit the reports to:

Office of Financial Management
USAID/Afghanistan
U.S. Embassy East Compound
Great Massoud Road
Kabul, Afghanistan
Email: kabulfinancialreport@usaid.gov

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

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

RAA5. USAID DISABILITY POLICY - ASSISTANCE (DECEMBER 2004)

a. The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and

implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. Government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following Web site:

pdf.usaid.gov/pdf_docs/PDABQ631.pdf

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

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

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

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

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

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

d. **Definitions.** For purposes of this award term:

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

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

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

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

(ii) A foreign public entity;

(iii) A domestic or foreign nonprofit organization;

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

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

(4) Subaward:

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

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

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

(5) Subrecipient means an entity that:

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

ADDENDUM (JUNE 2012):

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

- (1) Awards to individuals
- (2) Awards less than \$25,000 to foreign recipients to be performed outside the United States (based on a USAID determination)
- (3) Awards where the Agreement Officer determines, in writing, that these requirements would cause personal safety concerns.

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

RAA7. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (OCTOBER 2010)

a. Reporting of first-tier subawards.

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

(2) Where and when to report.

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

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

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

b. Reporting Total Compensation of Recipient Executives.

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

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

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

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

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and 08/22/2013 Partial Revision *Text highlighted in yellow indicates that the material is new or substantively revised.* 57

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

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

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

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

c. Reporting of Total Compensation of Subrecipient Executives.

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

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

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

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

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

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

(i) To the recipient.

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

d. Exemptions.

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

(1) Subawards, and

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

e. Definitions.

For purposes of this award term:

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

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

(ii) A foreign public entity;

(iii) A domestic or foreign nonprofit organization;

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

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

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

(3) Subaward:

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

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

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

(4) Subrecipient means an entity that:

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

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

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

(i) Salary and bonus.

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

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

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

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

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

END OF ATTACHMENT C – STANDARD PROVISIONS/OTHER PROVISIONS