



USAID | AFGHANISTAN

FROM THE AMERICAN PEOPLE

March 9, 2015

Dr. Tommy Wide
Managing Director
Turquoise Mountain Trust
Murad Khane
Kabul, Afghanistan
tommy@turquoisemountain.org

Dear Mr. Wide:

Subject: Grant No. AID-306-G-15-00003

Dear Mr. Wide:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development Mission to Afghanistan (USAID/Afghanistan) (hereinafter referred to as "USAID" or "Grantor") hereby provides to Turquoise Mountain Trust (hereinafter referred to as "TMT," or "Grantee," or "Recipient") the sum set forth in Section 1.3 of this Agreement to provide support for a program entitled "Turquoise Mountain Smithsonian Exhibition", as described in Attachment 2 of this Grant entitled "Program Description."

This Grant is effective as of the date of this letter and shall apply to commitments made by the Grantee in furtherance of program objectives for the period described in Section 1.2 of this Grant. USAID shall not be liable for reimbursing the Grantee for any costs in excess of the obligated amount.

This Grant is awarded to the Grantee 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 the second page of this cover letter to acknowledge your receipt of this Grant, e-mail a scanned copy of only the signed page to the undersigned at pmanthe@state.gov.

Sincerely,

Peggy L. Manthe
Agreement Officer
Office of Acquisition and Assistance
USAID/Afghanistan

Attachments: 1. Schedule
 2. Program Description
 3. Standard Provisions
 4. Branding Strategy and Marking Plan
 5. USAID Information Form for Vetting

ACKNOWLEDGED: _____ (Turquoise Mountain, Trust)
 By: _____
 Name: Dr. THOMAS WIDE
 Title: MANAGING DIRECTOR
 Date: 09 March 2015

ACCOUNTING AND APPROPRIATION DATA

A. GENERAL

A.1.	Total Estimated USAID Amount	:	\$535,055
A.2.	Total Obligated USAID Amount	:	\$535,055
A.3.	Cost-Sharing Amount (Non-Federal)	:	\$0
A.4.	Agreement Officer's Representative (AOR)	:	See Section 1.12
A.5.	DUNS Number	:	850490499
A.6.	USAID CFDA Number	:	98.001

B. SPECIFIC

B.1.(a)	Award Number	:	AID-306-G-15-00003
B.1.(b)	REQ Number	:	REQ-306-15-000114
B.1.(c)	BBFY:	:	2013
B.1.(d)	EBFY:	:	2014
B.1.(e)	Fund Account	:	ES-OCO
B.1.(f)	Program Element	:	A077
B.1.(g)	OP	:	Afghanistan
B.1.(h)	Program Area	:	A19
B.1.(i)	Distribution	:	306-M
B.1.(j)	BGA	:	306
B.1.(k)	SOC	:	4100202
B.1.(l)	Team/Div	:	AFG/PPDO
B.1.(m)	Amount	:	\$535,055

ATTACHMENT 1 - SCHEDULE**1.1 PURPOSE OF GRANT**

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

1.2 PERIOD OF GRANT

(a) The period of performance of this Grant is March 9, 2015 to December 31, 2016. Subject to the terms and conditions of this Grant, allowable costs incurred by the Grantee shall be reimbursable during the period of performance.

(b) The place of performance is Afghanistan and the United States.

1.3 AMOUNT OF GRANT AND PAYMENT

(a) The total estimated amount of this Grant for its full period, as set forth in Section 1.2(a) above, is \$535,055.

(b) The amount of \$535,055 is obligated for the purposes of this Grant. USAID is not required to reimburse the Grantee for any costs in excess of this amount, nor is the Grantee required to continue performance or incur costs in excess of this amount (including actions/costs under the Standard Provision set forth in Attachment 3 of this Grant entitled "Award Termination and Suspension"). If, pursuant to paragraph (b) (2) of the Standard Provision entitled "Amendment of Award and Revision of Budget," the Grantee requests additional USAID funding and USAID determines not to provide such additional funding, the Agreement Officer will, upon written request of the Grantee, terminate this Grant pursuant to paragraph (a) of the Standard Provision entitled "Award Termination and Suspension."

(c) Advance payments shall be made periodically to the Grantee via Electronic Funds Transfer (EFT) in accordance with the Standard Provision set forth in Attachment 3 of this Grant entitled "Advance Payment and Refunds." Such advance payments will be liquidated via the financial reporting requirements described in Section 1.5(a) below. To request advance payments, the Grantee must request advance payments by submitting Standard Form 1034 (available at http://www.whitehouse.gov/omb/grants_forms/) (preferably electronically [scanned pdf document]), in lieu of the SF-425 and SF-270 mentioned in the aforesaid Standard Provision, to the payment office indicated in Section 1.12 below (Block 1a of the form should be marked to indicate that it is a request for advance). USAID will make payments via electronic funds transfer. However, USAID's payment system provides for electronic funds transfers to U.S. banks only. The Grantee must, therefore, provide the name and banking information to the Payment Office for a U.S. bank that will receive funds on the Grantee's behalf.

1.4 GRANT BUDGET**(a) Summary Budget**

(1) The following is the Grant Budget for the total estimated amount of this Grant (see Section 1.3 above) for its full period (see Section 1.2 above). The Grantee may not exceed the total estimated amount or the obligated amount of this Grant, whichever is less (see Section 1.3 above).

THE BUDGET

Direct Costs	\$486,386
Indirect Costs	<u>\$ 48,669</u>
Total Estimated USAID Amount	\$535,055

(b) Budget Revisions(1) Reporting of Deviations from Budget Plan

The summary budget set forth in paragraph (a) above is based on the detailed budget that the Grantee submitted with its application for this Grant. The Grantee's detailed budget (as may be adjusted by USAID to correct any mathematical errors) constitutes the approved budget plan for this Grant.

(2) Prior Approval of Certain Revisions to Budget Plan

In accordance with paragraph (b) of the Standard Provision entitled "Amendment of Award and Revision of Budget", the Grantee shall request prior approval from the USAID Agreement Officer for the specific budget revisions described in subparagraphs (b) (1) through (b) (10) of the Standard Provision. The Agreement Officer will, provide any required approvals (or disapprovals. Requests for such approvals should be submitted to the Agreement Officer. The following approvals are hereby provided based on the Grantee's detailed budget plan:

(A) Costs Requiring Prior Approval under U.S. Government Cost Principles

Pursuant to paragraph (b) (6) of aforementioned Standard Provision, prior approval is required for costs that require approval under the applicable U.S. Government Cost Principles (see the Standard Provision set forth in Attachment 3 of this Grant entitled "Allowable Costs"). To this end, and consistent therewith:

(i) Insurance and Indemnification

Pursuant to 2 CFR 200.447, the insurances normally carried by the Grantee and those insurances identified in the Grantee's proposal are reimbursable under this Grant provided that they are otherwise allowable, reasonable, necessary, and allocable and comply with the terms and conditions of this Grant.

(ii) Equipment and Other Capital Expenditures

Equipment is defined as tangible nonexpendable personal property (including information technology systems) having an estimated useful life of one year or more and an acquisition cost of \$5,000 or more per unit. The following direct equipment and other capital expenditures are included in the Grantee's detailed budget plan and incorporated into the summary budget set forth in paragraph (a) above, and are, hence, deemed to be approved. All other equipment and other capital expenditures must have the prior approval of the Agreement Officer.

Description

Large Scale Woodwork Installations

(iii) Travel Costs

In accordance with the Standard Provision set forth in Attachment 3 of this Grant entitled "Travel and International Air Transportation" and 2 CFR 200.474, all travel costs must comply with the applicable cost principles and must be consistent with those normally allowed in like circumstances in the Grantee's non-USAID-funded activities. All travels identified in the Grantee's application are reimbursable under this Grant provided that they are otherwise allowable, reasonable, necessary, and allocable and comply with the terms and conditions of this Grant.

(C) Sub-Award, Transfer, or Contracting-Out of any Work (Other Than the Purchase of Supplies, Material, Equipment, or General Support Services)

Pursuant to paragraph (b) (9) of the Standard Provision entitled "Amendment of Award and Revision of Budget", prior approval is required for the sub-award, transfer, or contracting-out of any work including fixed amount subawards as described in 2 CFR 200.332 hereunder (other than the purchase of supplies, material, equipment, or general support services), unless it was described in the Grantee's application (see Attachment 2 of this Grant) and funded in the approved budget of the award. To this end, the following sub-awards, transfers, and contracts are included in the Grantee's detailed budget plan and incorporated into the summary budget set forth in paragraph (a) above, and are, hence, deemed to be approved:

- 1) Turquoise Mountain Foundation U.S - to provide services as a liaison between Turquoise Mountain and the Smithsonian as well as overseeing all communications
- 2) Subcontract to provide video and photography production services

All other sub-awards, transfers, and contracts, if any, must have the prior approval of the Agreement Officer.

(3) Prior Approval **Not** Required for Transferring Funds Among Direct Cost Categories by More Than 10% of Total Estimated Amount

Paragraph (b) (10) of the Standard Provision set forth in Attachment 3 of this Grant entitled "Amendment of Award and Revision of Budget," enables USAID to restrict the transfer of funds among cost categories by requiring the prior approval of the Agreement Officer for budget shifts which exceed 10% of the total budget. However, such approval is not required under this Grant. Approvals are only required for the budget revisions described in paragraph (b) (2) above.

1.5 REPORTING, MONITORING, AND EVALUATION

The Grantee is required to submit all financial, programmatic and other reports set forth in this award electronically as noted below.

(a) Financial Reporting(1) Reporting of Accrued Expenditures

(A) Financial Reporting requirements must be in accordance with the Standard Provision set forth in Attachment 3 of this Grant entitled "Advance Payment And Refunds".

(B) The Standard Form 425 (SF 425) (available at <http://www.whitehouse.gov/omb/grants/forms/>) is used to report accrued expenditures. Quarterly financial reports are due not later than 30 days after the end of each quarter:

- January 1 - March 31
- April 1 - June 30
- July 1 - September 30
- October 1 - December 31

Electronic submission (scanned PDF document) of an SF-425 is required for each quarter regardless of the start or end date of the Grant's period of performance. The final report is due not later than 90 days after the estimated completion date of this Grant (see Section 1.2 above). The Grantee must submit this form in the following manner:

(i) Submission to USAID/Afghanistan AOR and Agreement Officer

One copy of the financial reports must be submitted to the AOR with a copy to the Agreement Officer.

(ii) Submission to USAID/Afghanistan/Office of Financial Management (OFM)

One copy of all financial reports must be submitted to USAID/Afghanistan's Office of Financial Management (OFM) at kabulfinancialreport@usaid.gov.

(2) Reporting Host Government Taxes

The Grantee must comply with the Standard Provision set forth in Attachment 3 of this Grant entitled "Reporting Host Government Taxes."

(b) Programmatic Reporting

(1) General Requirements

(A) The Grantee must comply with the Standard Provisions set forth in Attachment 3 of this Grant entitled "Submissions to the Development Experience Clearinghouse and Publications" and "Marking and Public Communications Under USAID-Funded Assistance." All reports must be in English.

(B) The Grantee shall also submit one copy on-line of each performance report required under this Grant, but not financial reports) to the Development Experience Clearinghouse (DEC). The Grantee must review the DEC website for submission instructions, including document formatting and the types of documents to submit. Submission instructions can be found at: <http://dec.usaid.gov>.

(3) Performance Monitoring Reports

(A) Notifications

The Grantee must submit, in writing via email, one (1) copy to the AOR and one (1) copy to the Agreement Officer of notifications, as follows:

(i) Developments which have a significant impact on the activities supported by this Grant; and

(ii) Problems, delays, or adverse conditions which materially impair the ability to meet the objectives of this Grant. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the problem.

(B) Performance Baseline Data

(i) Unless performance baseline data are already included in the Program Description set forth in Attachment 2 of this Grant, the Grantee must submit such data to the AOR.

(ii) The baseline data must be submitted no later than 90 days from the performance start date (See Section 1.2(a) of this Grant. Submissions must include quantitative baseline data, approved indicators, and numerical performance targets by indicator, through which the impact and performance of the program can be measured. Performance baseline data shall provide a brief narrative description of the prevailing conditions of a beneficiary population or the situation at the onset of the program and the magnitude of the problem and/or the needs that the Grantee's program will address. If performance indicators are revised from those included in Attachment 2 of this Grant, appropriate justification for the revisions must be provided.

(C) Quarterly Program Performance Reports

(i) The Grantee must submit electronically one copy of a concise and brief (not to exceed 5 pages in 10 point font or above) quarterly program performance report to the AOR and one copy to the Agreement Officer.

(ii) The due date for these program performance reports is not later than 30 days after the end of each reporting period. Reporting periods are quarters (quarters are as follows: January 1- March 31; April 1 - June 30; July 1 - September 30; October 1 - December 31), beginning from the performance start date of this Grant indicated in Section 1.2(a) above. However, no submission is required if the performance start date set forth in Section 1.2(a) above is 30 days or less before the end of a reporting period. In addition, no submission is required if the start of the reporting period is 30 days or less before the estimated completion date set forth in Section 1.2(a) above and this Grant is not being extended. All other reporting requirements, including financial reporting, shall apply.

(iii) At a minimum, these reports must include the following:

- Reasons why established goals were not met (if applicable), the impact on the program objective(s), and how the impact has been/will be addressed.
- Other pertinent information including, when appropriate, success stories (if available) which illustrate the direct positive effects of the program; how unforeseen circumstances affected overall

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

(4) Final Program Results Report

(A) The Grantee shall submit electronically one copy of the final Program Results report to the AOR and one copy to the Agreement Officer. The Grantee shall submit the final report not later than 90 days after the estimated completion date indicated in Section 1.2(a) above. The final report shall emphasize quantitative as well as qualitative data that reflect results, shall measure impact using the baseline data and indicators established for the program, and shall, at a minimum, include the following data:

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

(c) Property Reports

The following are the reporting and notification requirements related to property financed or provided hereunder:

(1) Tangible Property(A) Loss, Damage, or Theft

As a condition for this award, the Grantee shall promptly notify the Agreement Officer and the AOR via email of the loss, damage, or theft to equipment funded by USAID/Afghanistan under this Award, if any. Such losses shall be investigated and fully documented.

(B) Request for Disposition Instructions

The Grantee shall request disposition instructions from the Agreement Officer via an email when the Grantee has no need for USAID-financed real property, or equipment with a current per-unit fair market value of \$5,000 or more, if any, on the program financed hereunder (regardless of whether USAID continues to fund the program) or on other USAID-funded or U.S. Government-funded programs, and does not wish to retain the equipment for other uses and compensate for its share.

(C) Final Equipment and Real Property Inventory Report

In accordance with section 1.7 below, the Grantee shall submit by e-mail one copy of a final inventory report to the AOR, listing all real property and equipment acquired with USAID funds provided under this Grant or received from USAID for use under this Grant, if any. This report shall be submitted not later than 90 days from the estimated completion date of this Grant.

(2) Intangible (Intellectual) Property(A) Published and Other Written Work

In accordance with paragraph (a) (1) of the Standard Provisions set forth in Attachment 3 of this Grant entitled "Submissions to the Development Experience Clearinghouse and Publications" and "Submission of Datasets to the Development Data Library," the Grantee shall provide the AOR with a copy of any Intellectual Work that is published, and a list of any Intellectual Work that is not published. Any copyrighted work shall be so indicated as such. In addition, in accordance with paragraph (a) (2) of the aforesaid Standard Provision, the Grantee must submit Intellectual Work, whether published or not, to the Development Experience Clearinghouse, either on-line (preferred) or by mail.

(B) Patents

The Grantee shall comply with the various reporting/notification requirements described in the Standard Provision set forth in Attachment 3 of this Grant entitled "Patent Rights", if/when incorporated in this Grant.

1.6 PROCUREMENT AND CONTRACTING(a) General(1) Applicability

This Section applies to the procurement of goods and services by the Grantee using USAID funds provided hereunder. It does not apply to sub-grants and sub-agreements in support of sub-recipients' programs, but does apply to procurement of goods and services by sub-recipients. It also applies to long-term leases (see Section 1.6[a][8] below).

(2) Noncompliance

Failure of the Grantee to comply with the requirements set forth herein may result in disallowance of costs in accordance with the Standard Provision set forth in Attachment 3 of this Grant entitled "Allowable Costs."

(3) General Procurement Requirements

The Grantee shall comply with the general procurement requirements prescribed in the Standard Provision set forth in Attachment 3 of this Grant entitled "Procurement Policies."

(4) Ineligible Goods and Services

In accordance with paragraph b.(1) of the Standard Provision set forth in Attachment 3 of this Grant entitled "USAID Eligibility Rules for Procurement of Commodities and Services," military equipment, surveillance equipment, commodities and services for support of police or other law enforcement activities, abortion equipment and services, luxury goods and gambling equipment, and weather modification equipment may not be financed hereunder.

(5) Eligibility of Other Commodities

(A) Except for restricted commodities (for which special requirements apply, as described in paragraph [d] below), funds provided hereunder may only be used for commodities that are designated as "eligible" in the USAID Commodity Eligibility Listing (<http://www.usaid.gov/policy/ads/300/31251m.pdf>), or for which the Agreement Officer may specifically provide prior written approval. Commodity means any material, article, supply, goods, or equipment.

(B) To this end, commodities (other than ineligible goods which are discussed in paragraph [a][4] above, and restricted commodities which are subject to paragraph [d] below) that were included in the Grantee's detailed budget (see Section 1.4 above) are authorized for financing hereunder unless otherwise stated. To the extent that the USAID Commodity Eligibility Listing includes any special requirements applicable to the commodities included in the Grantee's detailed budget, the Grantee shall comply with such special requirements unless otherwise approved in advance and in writing by the Agreement Officer.

(C) Notwithstanding the foregoing, commodities shipped by a transportation medium owned, operated, or under the control of any country not included in Geographic Code 935 are ineligible for USAID financing.

(6) Ineligible Suppliers(A) General

In purchasing all goods and services with funds provided under this Grant, the Grantee shall comply with the supplier eligibility requirements set forth in: (1) paragraph b.(2) of the Standard Provision entitled "USAID Eligibility Rules for Procurement of Commodities and Services;" (2) the Standard provision entitled "Debarment and Suspension;" and (3) the Standard Provision entitled "Preventing Terrorist Financing." USAID opposes restrictive trade practices or boycotts fostered or imposed by foreign countries against other countries friendly to the United States or against any United States person.

(B) Prohibited Sources

"Prohibited source" means countries to which assistance is prohibited by the annual appropriations acts of Congress or other statutes, or those subject to other executive branch restrictions, such as applicable sanctions administered by the U.S. Treasury Department's Office of Foreign Assets Control. USAID maintains a list of prohibited sources available in USAID's Automated Directives System, ADS 310 (<http://transition.usaid.gov/policy/ads/300/310mac.pdf>). In no event may funds provided under this Grant be used for the procurement of commodities and services (including restricted commodities described in paragraph [d] below, and transportation, engineering, and construction services described in paragraph [c] below) from prohibited sources, unless the Agreement Officer provides specific written approval to the contrary.

(C) Foreign Government-Controlled Organizations

In addition, and in accordance with 22 CFR 228.13, foreign government-controlled organizations (*i.e.*, firms operated as commercial companies or other organizations or enterprises, including nonprofit organizations, in which foreign governments or their agents or agencies have a controlling interest) are not eligible as suppliers of goods or services unless otherwise approved in advance by the Agreement Officer. Government ministries or agencies of the cooperating/Recipient country, including those at the regional and local levels, and government educational institutions, health care providers, and other technical entities of the cooperating/Recipient country not formed primarily for commercial or business purposes, are eligible as suppliers of commodities and services.

(7) Source of Commodities and Nationality of Suppliers of Goods and Services

In accordance with the Standard Provision entitled "USAID Eligibility Rules for Procurement of Commodities and Services," USAID's rules on the source of commodities, and the nationality of suppliers of commodities and services, are set forth in 22 CFR 228

(<http://www.gpo.gov/fdsys/pkg/FR-2012-01-10/pdf/2011-33240.pdf>) and apply to goods and services financed with USAID funds provided under this Grant.

(A) Source of Commodities

As indicated in 22 CFR 228.11, and except as may otherwise be approved in advance and in writing by the Agreement Officer, all commodities financed hereunder (other than restricted commodities, which are subject to paragraph [d] below) must have their source in the Authorized Geographic Code, which is set forth in paragraph (b) below. "Source" means the country from which a commodity is shipped to the cooperating/Recipient country or the cooperating/Recipient country itself if the commodity is located therein at the time of the purchase, irrespective of the place of manufacture or production, unless it is a prohibited source country (see paragraph [C] below). Where, however, a commodity is shipped from a free port or bonded warehouse in the form in which received therein, "source" means the country from which the commodity was shipped to the free port or bonded warehouse. A free port or bonded warehouse is a special customs area with favorable customs regulations (or no customs duties and controls for transshipment).

(B) Nationality of Suppliers of Commodities and Services

Except as may otherwise be approved in advance and in writing by the Agreement Officer, suppliers of commodities and suppliers of services (other than

transportation, engineering, and construction services, which are subject to paragraph [c] below) must be eligible under the nationality rules set forth in 22 CFR 228.12 and must have their nationality in a country included in the Authorized Geographic Code, which is set forth in paragraph (b) below. However, the nationality rules do not apply to: (i) the payment of commissions by suppliers; (ii) sureties, insurance companies, or banks who issue bonds or guarantees under USAID-financed contracts; (iii) firms providing liability insurance under construction contracts; and (iv) the employees of contractors, or individuals providing technical or professional services to Grantees or contractors (however, such individuals must not be citizens or lawful permanent residents [or equivalent immigration status] of countries which are prohibited sources).

(C) Geographic Codes

Geographic codes may be found at 22 CFR 228.03. "Developing countries," "advanced developing countries," and "prohibited sources" are described in <http://transition.usaid.gov/policy/ads/300/310maa.pdf>, <http://transition.usaid.gov/policy/ads/300/310mab.pdf>, and <http://transition.usaid.gov/policy/ads/300/310mac.pdf>, respectively.

(8) Long-Term Leases

Long term lease means a single lease of more than 180 calendar days; or repetitive or intermittent leases under this Grant within a one-year period, which cumulatively total more than 180 calendar days. A single lease may consist of lease of one or more of the same type of commodity within the same lease term. Long-term leases are subject to this Section 1.6.

(b) Authorized Geographic Code for Non-Restricted Commodities and Services (Other than Transportation, Engineering, and Construction Services)

Pursuant to paragraph c. of the Standard Provision entitled "USAID Eligibility Rules for Procurement of Commodities and Services," the Authorized Geographic Code for the source of commodities (other than restricted commodities, which are subject to paragraph [d] below) and the nationality of suppliers of commodities and services (other than transportation, engineering, and construction services, which are subject to paragraph [c] below) is **Geographic Code 937** (United States, the cooperating/Recipient country [even if it is an advanced developing country], and developing countries other than advanced developing countries, and excluding prohibited sources), except as the Agreement Officer may otherwise approve in writing.

(c) Transportation, Engineering, and Construction Services

As indicated in Section 1.6(a) (5) (C) above, if commodities are shipped by a transportation medium owned, operated, or under the control of any country not included in Geographic Code 935, such commodities are ineligible for USAID financing.

(1) Transportation Services

(A) Air Travel and Transportation

(i) General

For both transportation of people and transportation of commodities, the Grantee shall comply with the Standard Provision set forth in Attachment 3, if/when incorporated in this Grant, of this Grant entitled "Travel and International Air Transportation."

(ii) The Fly America Act

With reference to paragraph c. of said Standard Provision, U.S.-flag air carriers must be used when they are available, except as may be permitted under air transport agreement between the U.S. and foreign governments, e.g., EU countries that have signed the US-EU "Open Skies" Grant

(<http://www.state.gov/e/eb/rls/othr/ata/i/ic/170684.htm>) or an exception authorized under the Fly America Act. For every flight on a non-U.S.-flag air carrier, the Grantee must document its files to demonstrate and explain why U.S.-flag air carriers were not used.

(iii) Air Charters

All air charters covering full or part cargo must be approved in advance and in writing by M/OAA/T. This includes charter parties, booking notes, and booking agreements when those forms of freight contracts incorporate provisions which are in addition to, or which deviate from, the terms of the carrier's standard bill of lading and tariff. The cost of commodities will be ineligible for reimbursement under this Grant if a) shipped under any air charter which has not received prior written approval from M/OAA/T, and b) the cost was not included in the Grantee cost application.

(B) Ocean Shipments

(i) General

In accordance with the Standard Provision set forth in Attachment 3 of this Grant entitled "Ocean Shipment of Goods," if/when incorporated in this Grant, the Grantee must contact USAID Office of Acquisition and Assistance's Transportation Division (M/OAA/T) prior to contracting for ocean transportation to ship goods purchased or financed with USAID funds under this Grant to determine the flag and class of vessel to be used for shipment.

(ii) Freight Differential

The Agreement Officer (after USAID-internal approval from M/OAA/T) must authorize, in advance and in writing, the payment of any freight differential costs between using U.S.-flag vessels and using non-U.S.-flag vessels.

(iii) Despatch

All despatch earned at the port of unloading on cost, insurance, and freight (CIF) and cost and freight (C&F) shipments, and despatch earned at either the port of loading or unloading for free on board (FOB) or free alongside (FAS) shipments (to the extent that despatch exceeds demurrage incurred on the same voyage) must be credited to this Grant as Program Income (see Section 1.8 below) or refunded to USAID.

(iv) Demurrage and Detention

Demurrage and detention costs are otherwise ineligible for USAID financing.

(v) Dead Freight

Dead freight is not reimbursable hereunder.

(vi) Ocean Charters

All ocean charters covering full or part cargo must be approved in advance and in writing by the Agreement Officer (after USAID-internal approval from M/OAA/T). This includes charter parties, booking notes, and booking agreements when those forms of freight contracts incorporate provisions which are in addition to, or which deviate from, the terms of the carrier's standard bill of lading and tariff. The cost of commodities will be ineligible for reimbursement under this Grant if shipped under any ocean charter which has not received prior written approval of the Agreement Officer.

(C) Marine Insurance

(i) All goods financed under this Grant must be insured in U.S. dollars, or any other freely convertible currency, during ocean transportation, unless USAID agrees otherwise in writing. USAID will finance the costs of the insurance premiums if: (a) the insurance is placed in a country included in the authorized geographic code (see paragraph [iv] below); (b) the insurance is placed in accordance with the terms of the commodity purchase contract; (c) the insurance covers, at a minimum, the period during which the commodities are in transit to the cooperating country; (d) the premiums do not exceed the limitations contained in 22 CFR 201.68; and (e) loss payment proceeds are to be paid in U.S. dollars or other freely convertible currency.

(ii) If the Grantee has, or becomes aware of, a complaint regarding the cooperating country's discrimination against marine insurance companies authorized to do business in the U.S., the Grantee must report it to the USAID Office of Acquisition and Assistance's Transportation Division (M/OAA/T).

(iii) M/OAA/T must approve the payment of general average on uninsured shipments where USAID finances the ocean transportation costs. (General average is a doctrine of marine law applicable to all ocean shipments whereby, when part of a marine cargo or part of the ship is deliberately sacrificed in the interest of saving the whole, owners of the sacrificed portion are entitled to contributions from the owners of the saved portion of the cargo and the ship. Liability for assessments associated with general average is a standard clause incorporated into all marine cargo insurance policies, but is not an issue with regard to most USAID-financed shipments because the insurer, not USAID, is liable for all general average assessments if the shipment is insured. If the shipment is uninsured, the consignee is liable for all general average assessments.)

(iv) Marine insurance is "placed" in a country if payment of the insurance premium is made to, and the insurance policy is issued by, an insurance company office located in that country. The authorized geographic code for where marine insurance may be placed is Geographic Code 937 (United States, the cooperating/Recipient country [even if it is an advanced developing country], and developing countries other than advanced developing countries, but excluding prohibited sources)

(v) If loss payments are not used to re-procure any commodities under this Grant, the Grantee must refund these payments to USAID.

USAID must also request a refund of loss payments that are not used in accordance with this Grant, even if USAID does not finance the marine insurance.

(D) Other Delivery Services

The Authorized Geographic Code for other delivery services (such as export packing, loading, commodity inspection services, and services of a freight forwarder) is Geographic Code 935 (any area or country but excluding prohibited sources).

(E) Incidental Services

The Authorized Geographic Code for incidental services (such as installation or erection of USAID-financed equipment, or the training of personnel in the maintenance, operation, and use of such equipment) is Geographic Code 935 (any area or country but excluding prohibited sources).

(2) Engineering and Construction Services

Construction is not eligible for reimbursement under this award.

(d) Restricted Commodities

In accordance with paragraph b.(3) of the Standard Provision entitled "USAID Eligibility Rules for Procurement of Commodities and Services," agricultural commodities, motor vehicles, pharmaceuticals, pesticides, used equipment, U.S. Government-owned excess property, and fertilizer are restricted commodities and may not be financed hereunder without the prior written approval of the Agreement Officer. For the purpose of this Grant, condoms and contraceptives are also considered restricted commodities.

N/A

1.7 TITLE TO AND USE OF PROPERTY

Title to property financed under this Grant or provided by USAID shall vest in the Grantee, subject to the following requirements regarding the use, care, accountability, maintenance, and disposition thereof:

(a) Tangible Property

(1) Equipment

"Equipment" means tangible nonexpendable personal property (including information technology systems¹) having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Equipment is subject to the requirements the Standard Provision set forth in Attachment 3 of this Grant entitled "Title To and Use of Property."

(2) Supplies

"Supplies" means items of tangible personal property excluding equipment. Supplies are subject to the requirements set forth in the aforesaid Standard

¹ Information technology systems means computing devices, ancillary equipment, software, firmware, and similar procedures, services (including support services), and related resources.

Provision. A computing device is a supply if the acquisition cost is less than \$5,000 per unit.

(3) Real Property

"Real property" means land including land improvements, structures, and appurtenances including permanent fixtures. Real Property is subject to the requirements set forth in the aforesaid Standard Provision.

(b) Intangible (Intellectual) Property

"Intangible property" means, but is not limited to, copyrights, patent applications and patents, debt instruments such as bonds, mortgages, leases or other agents between a lender and a borrower. Intangible Property is subject to the following and the requirements set forth in the aforesaid Standard Provision:

(1) Copyrights

In accordance with the Standard Provision set forth in Attachment 3 of this Grant entitled "Submissions to the Development Experience Clearinghouse and Data Rights," the Grantee may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under this Grant. USAID reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so.

(2) Patents

Inventions and patents are subject to the Standard Provision set forth in Attachment 3 of this Grant entitled "Patent Rights", if/when incorporated in this Grant.

1.8 PROGRAM INCOME

Any Program Income earned under this Grant shall be additive to the USAID and other contributions provided hereunder. The Grantee shall account for Program Income in accordance with the Standard Provision set forth in Attachment 3 of this Grant entitled "Program Income." Proceeds from the sale of property funded hereunder will be governed by the above cited Standard Provision.

1.9 COST-SHARING (MATCHING)

No cost-sharing (matching) is required hereunder.

1.10 INDIRECT COSTS

The Grantee has elected to charge a de minimis rate of 10% of modified total direct costs (MTDC) under this award. MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs. Costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both.

This methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time.

1.11 RESOLUTION OF CONFLICTS

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

Attachment 1 - Schedule
Attachment 3 - Standard Provisions
Attachment 4 - Branding Strategy and Marking Plan
Attachment 2 - Program Description

1.12 POST-AWARD GRANT ADMINISTRATION

(a) Agreement Officer's Representative (AOR)

The AOR for this Grant has been designated in a separate memorandum from the Agreement Officer to the AOR, a copy of which is being provided to the Grantee in addition to this Grant. All correspondence to the AOR should be addressed to:

The Agreement Officer's Representative (AOR) is:

Richard P. McKfee
Office of Economic Growth and Infrastructure (Economic Growth)
USAID/Afghanistan
Great Massoud Road
Kabul, Afghanistan
pmcfee@state.gov

(b) Agreement Officer

The USAID Agreement Officer is:

Peggy L. Manthe
Office of Acquisition and Assistance (OAA)
USAID/Afghanistan
Great Massoud Road
Kabul, Afghanistan
pmanthe@state.gov

(c) Payment Office

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

Vendor invoices
E-Mail: mailto:kabulaidevouchers@state.gov

Vouchers must be submitted electronically to the above e-mail address. No hard copy will be accepted.

Reporting Host Government Taxes
E-Mail: obl docCMP@usaid.gov

1.13 SPECIAL PROVISIONS

(a) **VETTING:**

I 4-14.001

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

(a) The recipient must complete and submit the "USAID Information Form" in Attachment 5 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.

(b) Branding Strategy and Marking Plan

(1) In accordance with the Standard Provision set forth in Attachment 3 of this Grant entitled "Marking and Public Communications Under USAID Funded Assistance," the Grantee's Branding Strategy and Marking Plan are incorporated into this Grant as Attachment 4 hereof.

(c) Non-Federal Audits

(1) In accordance with the Standard Provision set forth in Attachment 3 of this Grant entitled "Accounting, Audit, and Records," the Grantee and its sub-Grantees are subject to the audit requirements contained in the USAID Inspector-General's "Guidelines for Financial Audits Contracted by Foreign Grantees." For non-US based Grantees, an audit is required for any Grantee fiscal year in which the Grantee expends a combined total of \$300,000 or more in all USAID awards, either directly or through another USAID contractor or Grantee, excluding fixed price contracts and fixed obligation grants. The Grantee and its sub-awardees must use an independent, non-Federal auditor or audit organization which meets the general standards specified in generally accepted government auditing standards (GAGAS) to fulfill these requirements. The audit firm must be pre-approved by the USAID Inspector General or USAID Regional Inspector General (RIG) before any audit is undertaken. Failure to use an approved audit firm will result in the audit being rejected and may result in USAID not reimbursing the Grantee for the costs of the audit. Such rejection would not relieve the Grantee from obtaining an audit by an approved audit firm immediately. The "Guidelines for Financial Audits Contracted by Foreign Grantees" can be accessed at the following link. <http://www.usaid.gov/policy/ads/500/591maa.pdf>

(2) One copy of the Recipient Contracted Audit (RCA) annual report(s) shall be submitted to USAID/AOR and one copy to the USAID Agreement Officer.

(d) U.S. Export Restrictions

Unless otherwise approved in advance by the Agreement Officer, funds provided hereunder may not be expended by the Grantee in violation of the U.S Government's Export Administration Regulations (EAR) found in 15 CFR 730, *et seq.*² The Grantee shall comply with any and all requirements and provisions of the EAR.

(e) U.S. Economic Sanctions

Unless otherwise approved in advance by the Agreement Officer, funds provided hereunder may not be expended by the Grantee in violation of any U.S Government Economic Sanctions and/or any OFAC license related thereto. The Grantee shall comply with any and all requirements and provisions of the relevant sanctions regulations and/or OFAC license.

² Further information about export restrictions may be found on the internet at: <http://www.gpo.gov/bis/index.html> and http://www.gpo.gov/bis/ear/ear_data.html.

(f) Electronic Payments System (August 2014)

1. Definitions:

(A) "Cash Payment System" means a payment system that generates any transfer of funds through a transaction originated by cash, check, or similar paper instrument. This includes electronic payments to a financial institution or clearing house that subsequently issues cash, check, or similar paper instrument to the designated payee.

(B) "Electronic Payment System" means a payment system that generates any transfer of funds, other than a transaction originated by cash, check, or similar paper instrument, that is initiated through an electronic terminal, telephone, mobile phone, computer, or magnetic tape, for the purpose of ordering, instructing or authorizing a financial institution to debit or credit an account. The term includes debit cards, wire transfers, transfers made at automatic teller machines, and point-of-sale terminals.

2. The Grantee agrees to use an electronic payment system for any payments under this award to beneficiaries, subreipients, or contractors.

3. Exceptions. Grantees are allowed the following exceptions, provided the Grantee documents its files with the appropriate justification:

(A) Cash payments made while establishing electronic payment systems, provided that this exception is not used for more than six months from the effective date of this award.

(B) Cash payments made to payees where the Grantee does not expect to make payments to the same payee on a regular, recurring basis, and payment through an electronic payment system is not reasonably available.

(C) Cash payments to vendors below \$3000, when payment through an electronic payment system is not reasonably available.

(D) The Grantee has received a written exception from the Agreement Officer that a specific payment or all cash payments are authorized based on the Grantee's written justification, which provides a basis and cost analysis for the requested exception.

4. More information about how to establish, implement, and manage electronic payment methods is available to Grantees at <http://solutionscenter.nethope.org/programs/c2e-toolkit>."

(g) Host Government Taxes and Duties

The Grantee 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 the Standard Provision set forth in Attachment 3 of this Grant entitled "Allowable Costs"), such costs are unallowable and may not be charged to this Grant or paid with funding provided hereunder. If the Grantee is assessed

any such charges, the Grantee shall bring the proposed assessment to the immediate attention of the Agreement Officer and USAID/Kabul.

(h) Special Provision for Performance in Afghanistan (JULY 2010)
(AAPD 10-04)

All Recipient personnel deploying to Afghanistan under grants or cooperative Grants 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 Predeployment and Operational Tracker (SPOT) system. Information about SPOT is available at <http://www.dod.mil/bta/products/spot.html> as well as from the Agreement Officer (AO) or Agreement Officer's Technical Representative (AOTR)³. Recipient shall register those individuals requiring SPOT-generated Letters of Authorization (LOAs) in SPOT before deploying any employees or consultants to Afghanistan. If individuals are already in Afghanistan at the time the Recipient employs them, the Recipient must enter each individual upon his or her becoming an employee or consultant under this award. Personnel that do not require LOAs are still required to be accounted for in SPOT for reporting purposes either individually or via an aggregate tally methodology. The Recipient must maintain and keep current all employee and consultant data in SPOT. Information on how individual and/or aggregate tally registrations will be made in SPOT is available from the Agreement Officer (AO) or Agreement Officer's Technical Representative (AOTR).

performance may require the use of armed private security personnel. To the extent that such private security contractors (PSCs) are required, Grantees 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 Grantee or subGrantee 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, Grantee is advised to review post policies and procedures carefully in this regard and direct any questions to the Embassy Regional Security Office (RSO) via the Agreement Officer's Technical Representative.

Any exception to these policies must be granted by the COM via the RSO. A copy of any exception must be provided to the AO and AOTR. COM policies and procedures may be obtained from the RSO via the Agreement Officer's Technical Representative. Grantee is also advised that these policies and procedures may be amended from time to time at the post in response to changing circumstances. Grantee is advised that adherence to these policies and procedures is considered to be a material requirement of this grant/cooperative Grant. The Grantee must include this provision in all sub-awards at any tier or contracts under their grant/cooperative Grant. Grantee is reminded that only the Agreement Officer has the authority to modify the Notice of Award. Grantees shall proceed with any security guidance provided by the RSO, but shall advise the Agreement Officer and the Agreement Officer's Technical Representative of the guidance received and any potential cost or schedule impact.

[END OF PROVISION]

³ The term "Agreement Officer's Technical Representative (AOTR)" is replaced with "Agreement Officer's Representative (AOR)."

(i) Special Environmental Requirements

(1) Section 117 of the Foreign Assistance Act of 1961, as amended, 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 programs. This mandate is codified in 22 CFR 216 and in USAID's Automated Directives System (ADS) Chapters 201 and 204 which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed, and that appropriate environmental standards are adopted for all activities.

(2) An Initial Environmental Examination has been conducted for the program financed under this Grant, which covers activities expected to be implemented under this Grant. Turquoise Mountain Smithsonian Exhibition (TMSE) activity is implemented under the Assistance in Building Afghanistan by Developing Enterprises (ABADE) project. The scope and nature of the TMSE activities fall under the Categorical Exclusion granted under 22 CFR 216.2(c)(2)(i) and (iii) in the OAPA Bureau Environmental Officer approved ABADE IEE Amendment No 1, dated January 8, 2013. No environmental compliance monitoring and reporting is required.

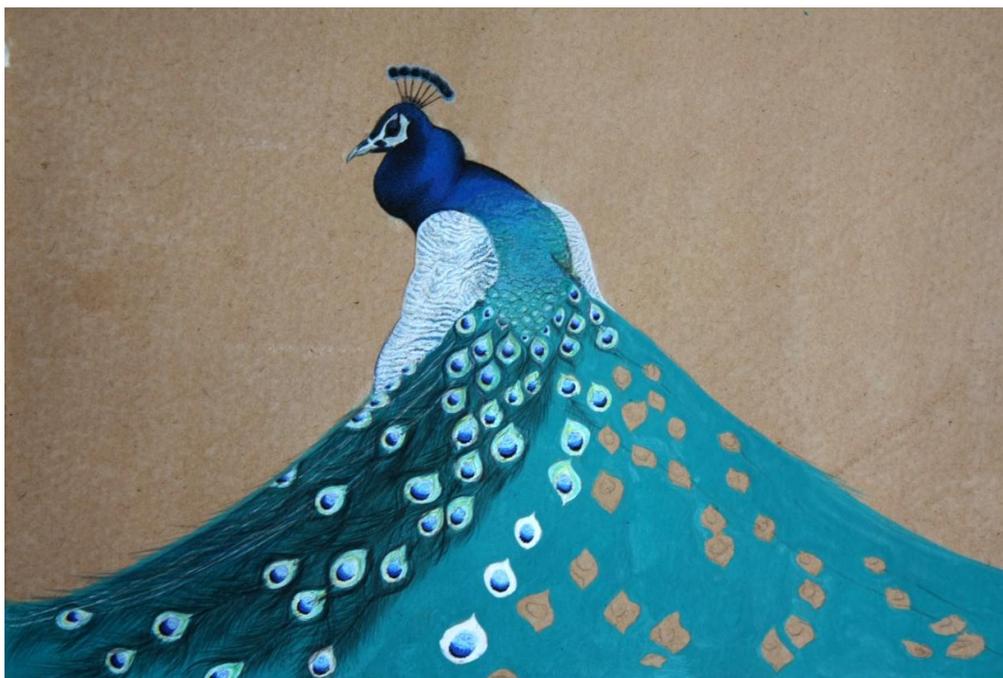
ATTACHMENT 2 - PROGRAM DESCRIPTION

The Grantee's application entitled "Turquoise Mountain Smithsonian Exhibition," and dated March 6, 2015 is attached hereto as the Program Description (Attachment 2) and is made a part of this Grant. In accordance with paragraph (b) (1) of the Standard Provision set forth in Attachment 3 of this Grant entitled "Amendment of Award and Revision of Budget," the Grantee shall report and request approval for changes in the scope or the objective of the project (even if there is no associated budget revision requiring prior written approval). The Grantee shall report any such deviations, and submit requests for approval of changes to the scope and objectives, to the Agreement Officer. Except as may be otherwise indicated or delegated by the Agreement Officer to the AOR, the Agreement Officer will provide any required approvals (or disapprovals).

Turquoise Mountain Smithsonian Exhibition

Project Date: March 2015 - December 2016

Technical Application for USAID Afghanistan



Funds Requested: \$535,055

Point of Contact:

Dr. Thomas Wide, Managing Director

tommy@turquoisemountain.org

(0093)790662521

Registered Address:

Turquoise Mountain Trust

Broich, Crieff

Scotland

PH7 3RX

Program Objective

As Afghanistan enters its “transformation decade”, we must transform the world’s view of Afghanistan from one defined by conflict, corruption, and chaos, to one defined by creativity, energy, and optimism.

Program Description

A major international exhibition at the Smithsonian in Washington D.C. is the perfect platform for this grand re-branding exercise, reaching an audience of hundreds of thousands in the heart of the U.S. capital. The exhibition will tell a highly visible and tangible USAID success story, and enable US audiences to see Afghanistan in the vision of President Ashraf Ghani, open and engaged with the wider world. After D.C. the exhibition will travel to other museums around the U.S., and potentially to U.S. embassies around the world.

Background: Turquoise Mountain and USAID

Since 2008 USAID and Turquoise Mountain have worked hand in hand to bring about the restoration of the Old City of Kabul, the revival of Afghan arts and architecture, and the reinvigoration of the craft sector. Through this deep and sustained partnership, Turquoise Mountain has been able to establish a primary school for more than 200 children in the local community; a health clinic receiving more than 20,000 patient visits per year; and the National Institute for Afghan Arts and Architecture, which trains 150 craftsmen each year in woodwork, calligraphy, jewelry, and ceramics. 112 historic and community buildings have been restored, winning a UNESCO award. A community on the brink of destruction through neglect and war, was transformed, and found pride again in their buildings, their work, and their history. None of this would have been possible without the long-term investment of USAID.

It is the story of the transformation of this community through their own arts, crafts, heritage, initiative, and economic development, which we will bring to Washington, D.C.

Results

The exhibition will have huge symbolic value, which cannot be measured. It will also achieve key development goals.

- Send a strong symbolic message. As Afghanistan’s “transformation decade” gets under way, the symbolic value of such a high-profile showcasing of Afghanistan in the U.S. capital is very great. As President Ashraf Ghani urges the world to remain engaged in Afghanistan – and urges Afghans to engage with the world – this exhibition will send a very strong message both about Afghanistan’s transformation and the U.S.’s engagement.

- Re-brand Afghanistan. After 14 years of sustained development efforts in Afghanistan, we must now change the world's perceptions of the country. For many in the US and around the world, Afghanistan has become a by-word for corruption, terrorism, and misery. We must show them that Afghanistan can be a place of creativity, of heritage, and of optimism. This exhibition will provide the platform to launch this re-branding exercise, bringing a new, unseen face of Afghanistan to audiences in Washington, D.C. and across the U.S.

- Provide better jobs for over 100 Afghans in Afghanistan over 9 months as we realize the project, 35% of whom will be women. Artisans will re-create the architecture of the Old City through woodwork. They will produce stunning jewelry, calligraphy, ceramics and carpets, showing off the best of Afghanistan's rich craft tradition. These commissions and new revenue streams will create for the artisans better-paid high-quality jobs, and act as drivers of future growth.

- Improve the quality of Afghan crafts. Through the exercise of producing art pieces that meet the very highest standards expected in a museum of the Smithsonian's quality, the artisans will improve their technical abilities and their capacity to produce a consistently high quality of product.

- Exchange ideas and experiences between Afghan artisans and the Washington, D.C. public. 18 Afghan artisans, including female artisans, will travel to the U.S. to participate in outreach activities around the exhibition. 2 Afghan artisans will be present during each month of the nine-month exhibition. They will perform live displays of their craft in the exhibition space. They will visit local schools. They will exchange with American artisans.

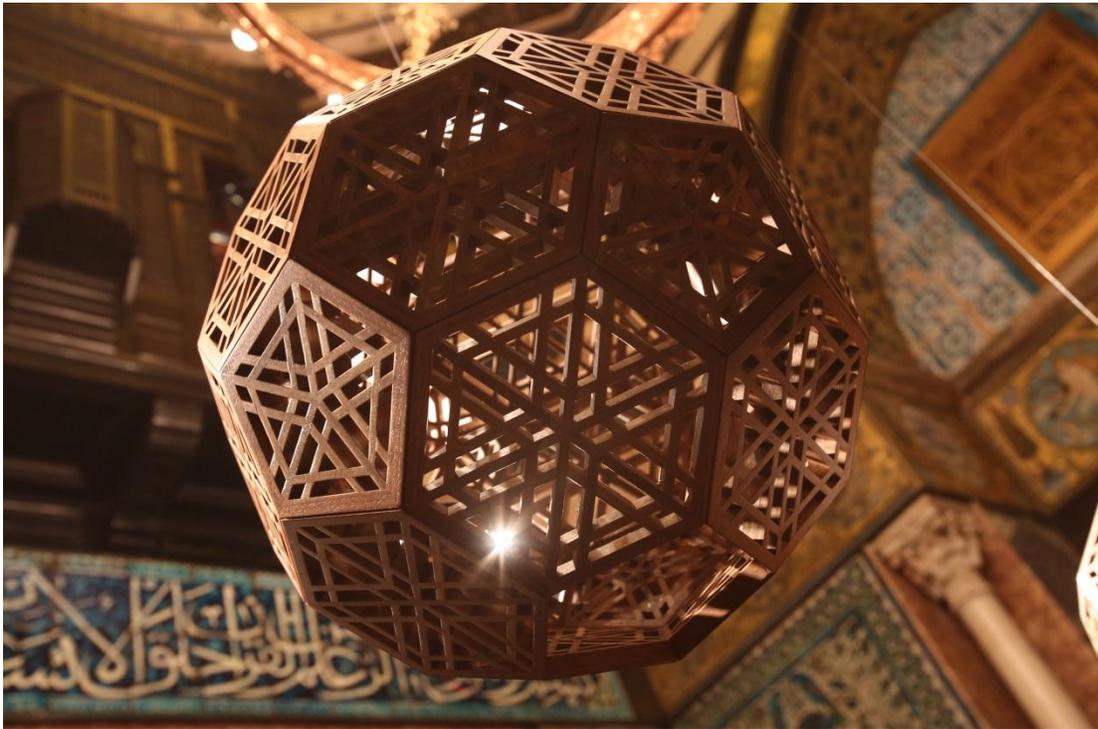
- Win new business and create sustainable links between Afghan producers and U.S. retailers which will continue long after the exhibition ends. Through the excitement and interest generated by the exhibition, Turquoise Mountain will secure new international contracts for Afghan craft businesses (see case studies below).

Alignment with USAID's Priorities in Afghanistan

This project will help USAID accomplish its mission of creating jobs, building market links between Afghan producers and international markets, and highlighting and supporting women in business. It will act as a very visible example of USAID's successful work in Afghanistan and of its innovative approach to development.

Re-Branding Afghanistan

Afghanistan's craft products have great selling potential, based on a unique combination of heritage, provenance, scarcity, social responsibility, story, and craftsmanship. With over USD 3 million of sales brokered between international retailers and Afghan craft businesses, Turquoise Mountain has proven that there is global appetite for the Afghan brand. While the products are of high quality, it is Afghanistan's distinct story that sets it apart from other producers. A large exhibition is the perfect medium for telling the rich story and history of Afghan crafts, and for drawing audiences into that story – the very story which makes the Afghan brand unique.



Afghan woodwork on display at the Leighton House Museum, London, 2014

Selling Afghanistan

International exhibitions are one of the most valuable platforms for generating large sales contracts and creating sustainable market linkages with international retailers. Turquoise Mountain has proven experience of this process. In 2013, Turquoise Mountain held an exhibition on Afghan arts at the Museum of Islamic Arts in Doha. The Doha exhibition spurred great interest amongst retailers across the Gulf, and directly led to a \$650,000 contract with a Saudi Arabian hotel company, amongst others. An exhibition offers unique opportunities because it allows potential customers to understand the story behind a product better than any trade show. It also allows customers to understand the quality: the Smithsonian is a byword for excellence, and will act as a guarantor of trust in the standard of Afghan products for potential customers.

The Smithsonian is the largest research and museum complex in the world, and also runs shops, magazines, television channels, and restaurants. Its unrivalled network will provide a strong platform to launch the new face of Afghanistan.

Case Study 1: Museum Shops

- Museum shops represent a large and growing retail sector.
 - Turquoise Mountain already has some established retail relationships with museum shops, receiving for example repeat annual orders from the shop of the British Museum, London.
 - However, there is a long way to go, with thousands of museum shops all over the world.
 - Over the last two years, Turquoise Mountain has made the following sales through museum shops (in USD):
- | | |
|----------------------------------|---------|
| • British Museum: | 13,814 |
| • British Council exhibition: | 2,500 |
| • Museum of Islamic Art, Doha: | 356,377 |
| • Leighton House Museum, London: | 6,635 |
| • Imperial War Museum, London: | 1,853 |
| • Western Australian Museum: | 4,400 |
| • National Museum, Kabul: | 23,817 |
| • Smithsonian Museum, DC: | 30,231 |
| • Total: | 439,627 |

Case study 2: Turquoise Mountain at the Museum of Islamic Art, Doha, 2013

- 200,000 visitors
- 100 artisans in Afghanistan worked on producing pieces for the exhibition
- 16 Afghan artisans travelled to Doha
- USD 356,000 sold of Afghan crafts through the Museum shop
- USD 650,000 hotel interiors contract won in Saudi Arabia as a result of the exhibition
- Cumulatively over USD 1 million of sales were directly generated by the exhibition. Further retail partnerships in the region resulting from the exhibition are still being pursued.
- The exhibition travelled to Leighton House Museum in London.
- The exhibition provided a platform to go on and secure further exhibitions, such as at the Victoria & Albert Museum of Childhood in London, the GEM exhibition in Edinburgh, and now the Freer-Sackler Galleries of the Smithsonian in D.C.

Timeline

March-April 2015	Exhibition Planning
May- October 2015	Artisan production in Afghanistan; filming and video production
November-December 2015	Shipping of items and delivery to the Freer Sackler
January-March 2016	Installation and exhibition setup
March 2016	Exhibition opening
March-December 2016	Artisans travel to D.C. (18 artisans; 2 per month for 9 months)
December 2016	Exhibition closes in D.C.
January 2017	Exhibition potentially travels to different venues in U.S. (not included in this proposal and budget)

Management Plan

The project will be managed by a team of Afghan and international staff, all with experience of working with USAID. There will be a dedicated Project Coordinator based in Kabul for the life of the production and shipping of all items to the Freer-Sackler Galleries. This Project Coordinator will report to Turquoise Mountain's international Managing Director in Kabul. This person will also work with a US-based Assistant who will liaise with the Freer-Sackler Galleries and oversee communications.

Gender Integration Plan

The promotion of gender equality lies at the center of all TMT's activities, and is our central cross-cutting theme across all programs. TMT's programs involve Afghan women as decision-makers, participants and beneficiaries as much as possible. We divide our promotion of gender equality into three, focusing on skills, jobs, and social development.

1. Women in Vocational Training

The project seeks to integrate women into formal vocational training; provide more employment opportunities to women; and ensure women have access to resources and services across all TMT programs. 25 per cent of the students that have studied in Turquoise Mountain Institute form females. Over 50% of our students at our jewellery and calligraphy schools are women.

Women have equal access to the student intake process. Female students continue to maintain a high attendance record. TMT will also continue to provide support to female Institute graduates that in seeking employment, further education or business opportunities. Additionally, TMT is establishing markets for crafts that may employ and indirectly benefit women.

2. Women in Business

Turquoise Mountain's focus on the creative industries takes advantage of the fact that this sector is one in which women's employment is traditionally culturally sanctioned. Turquoise Mountain focuses on developing women-led businesses as part of its business development program, and has had very visible success in this regard. For example, a female calligraphy graduate Samira Kitman has been nominated twice for an Afghan Businesswoman of the Year award for her employment of over twenty female artists in her export-focused arts business.

3. Women and Social Development

In Murad Khani, 48 per cent of the community is female. Improvements to the infrastructure of the area continue to dramatically improve their quality of life. The Ferozkoh Family Medical Centre employs a female doctor to attend to the medical needs of the women and female children in the area. This means women no longer have to travel outside the area, accompanied by a male relative to see a doctor. Of the over 20,000 patients a year, two thirds are women and children.

Sustainability Plan

The long-term sustainability of the Afghan craft industry is Turquoise Mountain's primary aim. All the anticipated results of this exhibition contribute to that overall goal: re-branding, creating better-paid jobs, improving product quality, giving Afghan artisans international exposure, winning new sales, and building long-term retail relationships. All

these elements will help to create reliable and growing international demand for Afghan crafts, which will in turn mean that more and more Afghan artisans can enjoy sustainable livelihoods from their work. This is the most important kind of sustainability that Turquoise Mountain is working towards.

The second key sustainability is that of the USAID-funded Turquoise Mountain Institute for Afghan Arts and Architecture, the only part of the project still supported by USAID. Turquoise Mountain has already made steps towards the Institute's sustainability through the building up of an endowment. This exhibition will provide an excellent platform for Turquoise Mountain to expand its private donor base and increase its endowment. The exhibition will thus also illustrate the innovative and effective approach that USAID takes to make sustainable entities out of the projects it supports.

ATTACHMENT 3 - STANDARD PROVISIONS

(Note: Throughout this Grant, the following terms may be used interchangeably: (a) "Grant Officer" and "Agreement Officer;" (b) "Grantee," "Recipient," and "Awardee;" (c) "Grant," "Cooperative Agreement," "Agreement," and "Award;" (d) Agreement Officer's Technical Representative," "Cognizant Technical Officer," "Project Officer," and "Activity Manager;" (e) "Subaward," "Subgrant," and "Subagreement;" and (f) "Subrecipient," "Subgrantee," and "Subawardee." All references to dollars (\$) mean U.S. dollars or the equivalent thereof in another currency. References to "USAID," without an indication of the specific position or individual within USAID, shall mean "Agreement Officer" unless otherwise indicated or delegated to another USAID position or individual by the Agreement Officer.)

MANDATORY STANDARD PROVISIONS FOR NON-U.S. NONGOVERNMENTAL ORGANIZATIONS**M1. ALLOWABLE COSTS (DECEMBER 2014)**

a. The recipient will be reimbursed for costs incurred in carrying out the purposes of this award in accordance with the terms of this award and the applicable cost principles in effect on the date of this award. The recipient may obtain a copy of the applicable cost principles from the Agreement Officer (AO):

2 CFR 200, Subpart E, Cost Principles
48 CFR 31.2 Federal Acquisition Regulations (FAR) and 48 CFR 731.2
USAID Acquisition Regulations (AIDAR) - Cost Principles for
Commercial Organizations

b. It is the recipient's responsibility to ensure that costs incurred are in accordance with the applicable cost principles, meaning the costs are (1) reasonable: costs which are generally recognized as ordinary and necessary and would be incurred by a prudent person in the conduct of normal business; (2) allocable: incurred specifically for this award; and (3) allowable: conform to any limitations in this award. The recipient must obtain any prior written approvals from the AO that are required by the applicable cost principles. The recipient may obtain the AO's written determination on whether specific costs not clearly addressed in the applicable cost principles are allowable or allocable. The AO reserves the right to make a final determination on the allowability of costs.

c. USAID will not pay any profit or fee to the recipient or subrecipients of a grant or cooperative agreement. This restriction does not apply to procurements under this award made in accordance with Standard Provision, "Procurement Policies."

d. The recipient must retain documentation to support charges to this award for a period of three years from the date of submission of the final expenditure report in accordance with the Standard Provision, "Accounting, Audit, and Records."

e. This provision must be incorporated into all subawards and contracts, which are paid on a cost reimbursement basis.

[END OF PROVISION]

M2. ACCOUNTING, AUDIT, AND RECORDS (DECEMBER 2012)

a. Records and Accounting. The recipient must maintain financial records, supporting documents, statistical records and all other records, to support performance of, and charges to, this award. Such records must comply with accounting principles generally accepted in the U.S., the cooperating country, or by the International Accounting Standards Board (a subsidiary of the International Financial Reporting Standards Foundation). Accounting records and supporting documentation must, at a minimum, be adequate to show all costs incurred under this award; receipt and use of goods and services acquired under this award; the costs of the program supplied from other sources; and the overall progress of the program. Unless otherwise notified by USAID, the recipient records and subrecipient records that pertain to this award must be retained for a period of three years from the date of submission of the final expenditure report.

b. Audits.

(1) The recipient must have an annual audit conducted in accordance with the

"Guidelines for Financial Audits Contracted by Foreign Recipients" issued by the USAID Inspector General, for any recipient fiscal year in which the recipient expends a combined total of \$300,000 or more in all USAID awards, either directly or through another USAID contractor or recipient, excluding fixed price contracts and fixed obligation grants.

(i) The audit report must be submitted to USAID within 30 days after receipt of the auditor's report, but no later than nine months after the end of the period audited.

(ii) The USAID Inspector General will review this report to determine whether it complies with the audit requirements of this award.

USAID will only pay for the cost of audits conducted in accordance with the terms of this award.

(iii) In cases of continued inability or unwillingness to have an audit performed in accordance with the terms of this provision, USAID will consider appropriate sanctions which may include suspension of all, or a percentage of, disbursements until the audit is satisfactorily completed.

(2) The recipient is not required to have an annual audit for any recipient fiscal year in which the recipient expends a combined total of less than \$300,000 in all USAID awards, either directly or through a prime contractor or recipient, excluding fixed price contracts and fixed obligation grants. However, the recipient must make records pertaining to this award for that fiscal year available for review by USAID officials or their designees upon request.

(3) USAID retains the right to conduct a financial review, require an audit, or otherwise ensure adequate accountability of organizations expending USAID funds, regardless of the audit requirement.

c. Subawards and Contracts.

(1) If the recipient provides USAID resources to other organizations to carry out the USAID-financed program and activities, the recipient is responsible for monitoring such subrecipients or contractors. The costs for subrecipient audits for organizations that meet the threshold in paragraph b. are allowable. The costs for subrecipient audits for organizations that do not meet the threshold in paragraph b. are allowable only for the following types of compliance audits: activities allowed or unallowed; allowable costs/cost principles; eligibility; cost share; level of effort; earmarking; and reporting.

(2) This provision must be incorporated in its entirety into all subawards and contracts with non-U.S. organizations that are for more than \$10,000.

Subawards of grants and cooperative agreements made to U.S. organizations must state that the U.S. organization is subject to the audit requirements contained in 2 CFR 200, subpart F.

[END OF PROVISION]

M3. AMENDMENT OF AWARD AND REVISION OF BUDGET (AUGUST 2013)

a. 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.

b. In addition to other approvals required in this award, the recipient must receive prior written approval from the AO to:

(1) Change the scope or the objectives of the program, and/or revise the total award amount or the period of the award (amendment required);

(2) Receive an additional obligation of USAID funds in excess of the amount

currently obligated (amendment required);

- (3) Change key personnel, if specified in the award;
- (4) Permit the absence of more than three months from, or a 25 percent reduction in time devoted to, the award by the principal project leader approved for the award;
- (5) Transfer funds from the indirect cost line item to absorb increases in direct costs, or vice versa;
- (6) Obtain reimbursement for costs that require prior approval in accordance with the Standard Provision, "Allowable Costs";
- (7) Transfer funds allotted for training allowances (direct payment to trainees) to other cost categories;
- (8) Transfer funds allotted for construction activities (as defined in the Mandatory Provision entitled, "Limiting Construction Activities") to other cost categories, or vice versa;
- (9) Subaward or contract any work under this award, if such subawards or contracts were not described in this award and funded in the approved budget. This does not apply to the purchase of supplies, material, equipment, or general support services; or
- (10) If specified in this award, transfer funds among direct cost categories, or programs, functions, and activities listed in the award budget, when the cumulative amount of such transfers exceeds or is expected to exceed 10% of the total award amount, as last approved by the AO.

c. Failure by the recipient to obtain the approvals required above, or elsewhere in this award, may result in the AO disallowing such costs. USAID is under no obligation to reimburse the recipient for costs incurred in excess of the total amount obligated under this award. If the total obligated amount under this award has been increased, the AO will notify the recipient of the increase and specify the new total obligated amount by written amendment to the award.

[END OF PROVISION]

M4. NOTICES (JUNE 2012)

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

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

[END OF PROVISION]

M5. PROCUREMENT POLICIES (JUNE 2012)

The recipient must use its own procurement policies and procedures for the procurement of commodities and services necessary for this award, provided they conform to the requirements listed below and the Standard Provision, "USAID Eligibility Rules for Procurement of Commodities and Services." A procurement is not a subaward, which is an award of financial assistance to carry out the purposes of the program in the form of money, or property in lieu of money, made under an award by a recipient to an eligible subrecipient or by a subrecipient to a lower tier subrecipient. If subawards are authorized under this award, then the recipient must comply with the Standard Provision "Subawards."

a. Procurement Policies and Procedures. The recipient must maintain and conduct all of its procurements according to written policies and procedures for the award and administration of contracts, and ensure that the price is fair and reasonable for all procurements. The recipient may designate a reasonable micro-purchase threshold (e.g., \$2,500) under which more simplified acquisition procedures may apply. The recipient's procurement procedures must provide, at a minimum:

(1) Procurements above the recipient's micro-purchase threshold must be conducted in a manner to provide fair and unbiased competition, including the following:

(i) All responsible sources are permitted to compete in an equal manner.

(ii) Purchase requests must clearly establish all requirements that the bidder or offeror must fulfill in order to be evaluated by the recipient.

(iii) Contracts must be made to the offeror whose offer is responsive to the purchase request and has the most advantageous price, quality, and other factors.

(iv) The recipient is encouraged to use U.S. small businesses whenever practicable.

(2) Where appropriate, the recipient must determine the most economical and practical means by which to accomplish program objectives, including the necessity of the commodities or services, lease or purchase options, and reasonableness of costs.

(3) The recipient must maintain a system for contract administration to ensure that goods and services are provided in accordance with the terms, conditions, and specifications of the contract, including full and timely delivery and performance.

(4) Conflicts of Interest. The recipient must avoid conflicts of interest, including bias and unfair competitive advantage. The recipient's standards of conduct must provide for disciplinary actions for violations of such standards by officers, employees, or agents of the recipient.

(i) Bias. The recipient must ensure that competitions are not biased in favor of one offeror over another. For instance, the recipient, an employee, officer or agent of the recipient, or any member of an employee's immediate family must not receive an award, or have a financial or other interest in the individual or firm selected for an award. The officers, employees, and agents of the recipient must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subawards. In addition, a contractor that develops or drafts specifications, requirements, statements of work, invitations for bids, and/or requests for proposals must be excluded from competing for such procurements.

(ii) Unfair Competitive Advantage. The recipient must ensure that no potential contractor has unequal access to information that may provide that contractor an unfair competitive advantage. For instance, a potential contractor who has received procurement sensitive information, such as others' offered prices that are not available to all competitors must be excluded from the competition.

(5) The recipient must retain all procurement records related to this award in accordance with the Standard Provision, "Accounting, Audit and Records," and make such records available to USAID upon request. In addition, for awards above the recipient's micro-purchase threshold, the recipient must also retain the following written documentation:

(i) Basis for contractor selection;

(ii) Justification for lack of competition when competitive bids or offers are not obtained; and

(iii) Basis for award cost or price.

(6) The type of procurement instruments used (for example, fixed price contracts, cost reimbursable contracts, purchase orders, incentive contracts) must be appropriate for the particular procurement and for promoting the best interest of the program or project. The recipient must not use a "cost-plus-a-percentage-of-cost," "percentage of construction cost," or any other method that provides for a fee payable as a percentage of costs incurred, because such arrangements encourage the contractor to increase costs to increase its fee.

b. For contracts under this award, the recipient must include all provisions required by this award to be included in contracts, any other provisions necessary to define a sound and complete contract, and the following provisions:

(1) Contracts in excess of the recipient's micro-purchase threshold must contain provisions that allow for administrative, contractual, or legal remedies if a contractor violates the contract terms; and

(2) In all contracts for construction or facility improvement awarded for more than \$100,000, the recipient must observe generally accepted bonding requirements.

[END OF PROVISION]

M6. USAID ELIGIBILITY RULES FOR PROCUREMENT OF COMMODITIES 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 and Suspension" and Standard Provision "Preventing Terrorist Financing" must not be used to provide any commodities or services funded under this award.

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

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

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 ADS 310, Source and Nationality Requirements for Procurement of Commodities and Services Financed by USAID.

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 subawards and contracts, which include procurement of commodities or services.

[END OF PROVISION]

M7. TITLE TO AND USE OF PROPERTY (DECEMBER 2014)

a. Title to all Property financed under this award vests in the recipient upon acquisition unless otherwise specified in this award.

b. Property means equipment, supplies, real property, and intangible property, each defined individually below, financed under this award or furnished by USAID:

(1) Equipment means tangible nonexpendable personal property (including information technology systems) having a useful life of more than one year, and an acquisition cost of \$5,000 or more per unit. However, consistent with the recipient's policy, lower limits may be established.

(2) Supplies means tangible personal property excluding equipment. A computing device is a supply if the acquisition cost is less than \$5,000 per unit.

(3) Real Property means land, including land improvements, structures and appurtenances, including permanent fixtures.

(4) Intangible Property includes, but is not limited to, intellectual property, such as trademarks, copyrights, patents and patent applications, and debt instruments, such as bonds, mortgages, leases or other agreements between a lender and a borrower.

c. The recipient agrees to use and maintain all Property for the purpose of this award in accordance with the following procedures:

(1) The recipient must use the Property for the program for which it was acquired during the period of this award, and must not provide any third party a legal or financial interest in the property (e.g., through a mortgage, lien, or lease) without approval of USAID.

(2) When the Property is no longer needed for the program for which it was acquired during the period of this award, the recipient must use the Property in connection with its other activities, in the following order of priority:

(i) Activities funded by USAID, then

(ii) Activities funded by other United States Government (USG) agencies, then

(iii) As directed by the Agreement Officer (AO).

d. The recipient must maintain the Property in good condition, have management procedures to protect the Property, and maintain an accurate inventory of all Property. Maintenance procedures must include the following:

(1) Accurate description of the Property, including serial number, model number, or other identifying number, acquisition date and cost, location and condition, and data on the disposition of any Property (date of disposition, sales price, method used to determine current fair market value, etc.), as applicable.

(2) A physical inventory of Property that must be taken, and the results reconciled with the equipment records, at least once every two years during the period of this award.

(3) A control system must be in effect to maintain the Property and ensure adequate safeguards to prevent loss, damage, or theft of the Property. The recipient must maintain appropriate insurance equivalent to insurance the recipient maintains for its own property. Any loss, damage, or theft must be investigated and fully documented, and the recipient must promptly notify the AO. The recipient may be liable where insurance is not sufficient to cover losses or damage.

e. Upon completion of this award, the recipient must submit to the AO a property disposition report of the following types of Property, along with a proposed disposition of such Property.

(1) All equipment that has a per unit current fair market value at the end of this award of \$5,000 or more.

(2) New/unused supplies with an aggregate current fair market value at the end of this award of \$5,000 or more.

(3) Real or intangible property, of any value.

f. The recipient must dispose of Property at the end of this award in accordance with the recipient's property disposition report, unless the AO directs the recipient in writing within 60 days of the AO's receipt of the recipient's property disposition report to dispose of the Property in a different manner. Disposition may include the following:

(1) The recipient may retain title with no further obligation to USAID.

(2) The recipient may retain title, but must compensate USAID for the USAID share, based on the current fair market value of the Property.

(3) The recipient may be directed to transfer title to USAID or a third party, including another implementing partner or the host country government. In such case, the recipient will be compensated for its proportional share of the Property that the recipient financed with its own funds, if any, based on the current fair market value of the Property.

g. The AO may direct, at any time during this award, that title to the Property vests in the USG or a third party, such as the cooperating country. In such cases, the recipient must maintain custody and control of the Property, until directed otherwise, and must allow reasonable access to the Property to the title holder. While in its custody and control, the recipient must follow the provisions above for protection and maintenance of the Property, and provide the AO with an annual inventory of such Property and follow any additional instructions on protection and maintenance as may be provided by the AO.

h. This provision must be included in all subawards and contracts.

[END OF PROVISION]

M8. SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND DATA RIGHTS (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. Rights in Data

1) Data means recorded information, regardless of the form or the media on which it may be recorded, including technical data and computer software, and includes Intellectual Work, defined in a. above.

2) Unless otherwise provided in this provision, the recipient may retain the rights, title and interest to Data that is first acquired or produced under this award. USAID reserves a royalty-free, worldwide, nonexclusive, and irrevocable right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

c. Copyright. The recipient may copyright any books, publications or other copyrightable materials first acquired or produced under this award. USAID reserves a royalty-free, worldwide, nonexclusive, and irrevocable right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

d. The recipient will provide the U.S. Government, on request or as otherwise provided in this award, a copy of any Data or copyrighted material to which the U.S. Government has rights under paragraphs b. and c. of this provision. The U.S. Government makes no representations or warranties as to title, right to use or license, or other legal rights or obligations regarding any Data or copyrighted materials.

[END OF PROVISION]

M9. MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE (DECEMBER 2014)

a. The USAID Identity is the official marking for USAID, comprised of the USAID logo and brandmark with the tagline "from the American people", unless amended by USAID to include additional or substitute use of a logo or seal and tagline representing a presidential initiative or other high level interagency initiative. The standard USAID logo must be used unless the award requires use of an additional or substitute logo. The USAID Identity (including any required presidential initiative or related identity) is available on the USAID Web site at www.usaid.gov. 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 Turquoise Mountain Trust 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 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."

[END OF PROVISION]

M10. AWARD TERMINATION AND SUSPENSION (DECEMBER 2014)

a. The recipient or Agreement Officer (AO) may terminate this award at any time, in whole or in part, upon written notice to the other party in accordance with the Standard Provision, "Notices." The termination notice must contain the reason(s) for the termination; the effective date; and, in the case of a partial termination, the portion to be terminated. If the termination is based on non-compliance, note that this termination decision may be considered in selection for future awards.

b. USAID may suspend this award, in whole or in part, at any time, following notice to the recipient, and prohibit the recipient from incurring additional

obligations chargeable to this award other than those costs specified in the notice of suspension during the period of suspension.

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

d. Termination and Suspension Procedures. Upon receipt of, and in accordance with, a termination or suspension notice from USAID as specified above, the recipient must take immediate action to minimize all expenditures and, in the event of termination, cancel all obligations financed by this award to the greatest extent possible. Except as provided in this provision or as approved in writing by the AO, the recipient is not entitled to costs incurred after the effective date of termination.

e. Within 30 calendar days after the effective date of such termination, the recipient must repay to the U.S. Government all unexpended USAID funds as of the effective date of termination, which are not otherwise obligated by a noncancelable legally binding transaction applicable to this award.

f. Should the funds paid by USAID to the recipient prior to the effective date of the termination of this award be insufficient to cover legally binding obligations to third parties by the recipient, the recipient may submit to USAID within 90 calendar days after the effective date of a termination a written claim covering such recipient obligations. The AO must determine the amount(s) to be paid by USAID to the recipient under such claim in accordance with this provision and the Standard Provision, "Allowable Costs."

g. The recipient must, to the greatest extent possible, include a provision in all subawards, including subawards and contracts, affording the recipient the right to terminate the subaward in the event USAID terminates this award, including the refund requirement in paragraph c.

[END OF PROVISION]

M11. RECIPIENT AND EMPLOYEE CONDUCT (AUGUST 2013)

a. The recipient must have written policies and procedures in place to prevent personal conflicts of interest and to prevent its officers, employees, or agents from using their positions for personal gain or presenting the appearance of a personal conflict of interest. A personal conflict of interest is a situation in which an officer, employee, or agent of the recipient has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially when performing under the award. The recipient's written policy must state that an employee, officer, or agent of the recipient, or any member of an employee's immediate family cannot receive a subaward, or have a financial or other interest in the entity selected for a subaward without disclosing the conflict

and following the recipient's written policies and procedures for mitigating the conflict. In addition, the written policy must state that the officers, employees, and agents of the recipient must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or prospective subrecipients.

b. The recipient, its employees, and consultants are prohibited from using U.S. Government information technology systems (such as Phoenix, GLAAS, etc.), must be escorted to use U.S. Government facilities (such as office space or equipment), and may not rely on assistance from any U.S. Government clerical or

technical personnel in the performance of this award, except as otherwise provided in this award.

c. The recipient, its employees, and consultants are private individuals, are not employees of the U.S. Government, and must not represent themselves as such.

d. The following requirements in this provision apply to the recipient's employees who are not citizens of the cooperating country.

(1) If the recipient's employees enjoy exemptions from import limitations, customs duties or taxes on personal property in connection with performance of this award, the sale of such personal property is governed by the rules contained in 22 CFR 136, including a prohibition from profiting from such sale, except as this may conflict with host government regulations.

(2) Any outside business dealings of the recipient's employees must be legal and not conflict in any manner with this award. Outside business dealings include, but are not limited to, any investments, loans, employment, or business ownership by the recipient's employees, other than work to be performed under this award.

e. In the event the conduct of any recipient employee is not in accordance with this provision or this award, the recipient must coordinate with the USAID Mission to resolve the situation with regard to such employee including, if necessary, termination of the employee. In the case of termination of a non-host country national, the recipient must use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.

f. The parties recognize the rights of the U.S. Chief of Mission to direct the removal from a country of any U.S. citizen, or direct the discharge from this award of any individual when, at the discretion of the U.S. Chief of Mission, it is in the best interest of the United States.

g. This provision in its entirety, including this paragraph g. must be included in all subawards.

[END OF PROVISION]

M12. DEBARMENT AND SUSPENSION (JUNE 2012)

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

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

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

- (1) Are presently excluded or disqualified from doing business with any U.S. Government entity;
- (2) Have been convicted or found liable within the preceding three years for committing any offense indicating a lack of business integrity or business honesty such as fraud, embezzlement, theft, forgery, bribery or lying;
- (3) Are presently indicted for or otherwise criminally or civilly charged by any governmental entity for any of the offenses enumerated in paragraph c.(2); or
- (4) Have had one or more U.S.-funded agreements terminated for cause or default within the preceding three years.

d. Principal means—

- (1) An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or
- (2) A consultant or other person, whether or not employed by the participant or paid with Federal funds, who—
 - (i) Is in a position to handle Federal funds;
 - (ii) Is in a position to influence or control the use of those funds; or,
 - (iii) Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

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

[END OF PROVISION]

M13. DISPUTES AND APPEALS (DECEMBER 2014)

- a. Any dispute under this award will be decided by the Agreement Officer (AO). The AO must furnish the recipient a written copy of the decision.
- b. Decisions of the AO are final unless the recipient appeals the decision to USAID's Deputy Assistant Administrator, Bureau for Management. Any appeal made under this provision must be in writing, postmarked within 30 calendar days of receipt of the AO's decision; include all relevant and material evidence; and be addressed to the Deputy Assistant Administrator, Bureau for Management, U.S. Agency for International Development, Management Bureau, 1300 Pennsylvania Ave, NW, Washington, D.C. 20523. A copy of the appeal must be concurrently furnished to the AO. No hearing will be provided.
- c. A decision under this provision by the Deputy Assistant Administrator, Bureau for Management is final.
- d. Notwithstanding any other term of this award, subawardees and contractors have no right to submit claims directly to USAID and USAID assumes no liability for any third party claims against the recipient.

[END OF PROVISION]

M14. PREVENTING TERRORIST FINANCING (AUGUST 2013)

- a. The recipient must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism including those individuals or entities that appear on the Specially Designated Nationals

and Blocked Persons List maintained by the U.S. Treasury (online at:<http://www.treasury.gov/resource-center/sanctions/SDNList/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 subawards and contracts issued under this award.

[END OF PROVISION]

M15. 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 subawards and contracts, a provision prohibiting the conduct described in a(1)-(3) by the subrecipient, contractor or any of their employees.

[END OF PROVISION]

M16. VOLUNTARY POPULATION PLANNING ACTIVITIES - MANDATORY REQUIREMENTS (MAY 2006)

a. Requirements for Voluntary Sterilization Programs

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

b. Prohibition on Abortion-Related Activities:

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

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

[END OF PROVISION]

M17. 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://www.usaid.gov> and 22 CFR 205.1.

b. Inherently Religious Activities Prohibited.

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

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

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

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

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

(i) Retains its independence and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct financial assistance from USAID to support any inherently religious activities, (ii) May use space in its facilities, without removing religious art, icons, scriptures, or other religious symbols, and (iii) Retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

c. Construction of Structures Used for Inherently Religious Activities Prohibited. The recipient must not use USAID funds for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities, such as sanctuaries, chapels, or other rooms that the recipient uses as its principal place of worship. Except for a structure used as its principal place of worship, where a structure is used for both eligible and inherently religious activities, USAID funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities.

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

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

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

[END OF PROVISION]

M18. NONDISCRIMINATION (JUNE 2012)

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

Additionally, USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination, including harassment, in its own workplace on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran's status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee. In addition, the Agency strongly encourages its recipients and their subrecipients and vendors (at all tiers), performing both in the U.S. and overseas, to develop and enforce comprehensive nondiscrimination policies for their workplaces that include protection for all their employees on these expanded bases, subject to applicable law.

[END OF PROVISION]

M19. USAID DISABILITY POLICY - ASSISTANCE (JUNE 2012)

The recipient must not discriminate against people with disabilities in the implementation of USAID funded programs and should demonstrate a comprehensive and consistent approach for including men, women, and children with disabilities.

[END OF PROVISION]

M20. LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2013)

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

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

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

d) Description

[Construction is not eligible for reimbursement under this award]

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

[END OF PROVISION]

M21. USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ASSISTANCE (JULY 2014)

(a) Definitions

"USAID Implementing Partner Notices (IPN) Portal for Assistance ("IPN Portal)" means the single point where USAID posts proposed universal bilateral amendments for USAID awards, which can be accessed electronically by registered USAID recipients.

The IPN Portal is located at
<https://sites.google.com/site/usaidipnforassistance>.

"IPN Portal Administrator" means the USAID official designated by the Director, M/OAA, who has overall responsibility for managing the USAID Implementing Partner Notices Portal for Assistance.

"Universal bilateral amendment" means those amendments with revisions or new requirements or provisions that affect all awards or a designated class of awards, as specified in the Agency notification of such revisions or new requirements.

(b) By submission of an application and execution of an award, the Applicant/Recipient acknowledges the requirement to:

(1) Register with the IPN Portal if awarded an assistance award resulting from this solicitation, and

(2) Receive universal bilateral amendments to this award and general notices via the IPN Portal.

(c) Procedure to register for notifications.

Go to <https://sites.google.com/site/usaidipnforassistance/> and click the "Register" button at the top of the page. Recipient representatives must use their official organization email address when subscribing, not personal email addresses.

(d) Processing of IPN Portal Amendments

The Recipient may access the IPN Portal at any time to review all IPN Portal amendments; however, the system will also notify the Recipient by email when the USAID IPN Portal Administrator posts a universal bilateral amendment for Recipient's review and signature. Proposed USAID IPN Portal amendments distributed via the IPN Portal are applicable to all awards, unless otherwise noted in the proposed amendment.

Within 15 calendar days from receipt of the notification email from the IPN Portal, the Recipient must do one of the following:

(1) (a) verify applicability of the proposed amendment for their award(s) per the instructions provided with each amendment; (b) download the amendment and incorporate the following information on the amendment form: award number, organization name, and organization mailing address as it appears in the basic award; (c) sign the hardcopy version; and (d) send the signed amendment (by email or hardcopy) to the AO for signature. The Recipient must not incorporate any other changes to the IPN Portal amendment. Bilateral amendments provided through the IPN Portal are not effective until the both the Recipient and the AO sign the amendment;

(2) Notify the AO in writing if the amendment requires negotiation of additional changes to terms and conditions of the award; or

(3) Notify the AO that the Recipient declines to sign the amendment.

Within 30 calendar days of receipt of a signed amendment from the Recipient, the AO must provide the fully executed amendment to the Recipient or initiate discussions with the Recipient.

[End of Provision]

M22. PILOT PROGRAM FOR ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS (SEPTEMBER 2014)

The requirement to comply with and inform all employees of the "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections" is retroactively effective for all assistance awards and subawards (including subcontracts) issued beginning July 1, 2013.

The Grantee must:

1. Inform its employees working under this award in the predominant native language of the workforce that they are afforded the employee whistleblower rights and protections provided under 41 U.S.C. § 4712; and

2. Include such requirement in any subaward or subcontract made under this award.

41 U.S.C. § 4712 states that an employee of a Grantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

Whistleblowing is defined as making a disclosure "that the employee reasonably believes" is evidence of any of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract or grant (including the competition for, or negotiation of, a contract or grant).

To qualify under the statute, the employee's disclosure must be made to:

- A Member of the U.S. Congress, or a representative of a U.S. Congressional Committee;
- A cognizant U.S. Inspector General;
- The U.S. Government Accountability Office;
- A Federal employee responsible for contract or grant oversight or management at the relevant agency;
- A U.S. court or grand jury; or,
- A management official or other employee of the Grantee who has the responsibility to investigate, discover, or address misconduct.

[End of Provision]

M23. SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (OCTOBER 2014)

a. Definitions. For the purpose of submissions to the DDL:

(1) "Dataset" is an organized collection of structured data, including data contained in spreadsheets, whether presented in tabular or non-tabular form. For example, a Dataset may represent a single spreadsheet, an extensible mark-up language (XML) file, a geospatial data file, or an organized collection of these. This requirement does not apply to aggregated performance reporting data that the recipient submits directly to a USAID portfolio management system or to unstructured data, such as email messages, PDF files, PowerPoint presentations, word processing documents, photos and graphic images, audio files, collaboration software, and instant messages. Neither does the requirement apply to the recipient's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information. Datasets submitted to the DDL will generally be those generated with USAID resources and created in support of Intellectual Work that is uploaded to the Development Experience Clearinghouse (DEC) (See M8. SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND DATA RIGHTS (JUNE 2012)).

(2) "Intellectual Work" includes all works that document the implementation, monitoring, 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.

b. Submissions to the Development Data Library (DDL)

(1) The recipient must submit to the Development Data Library (DDL) at www.usaid.gov/data, in a machine-readable, non-proprietary format, a copy of any Dataset created or obtained in performance of this award, including Datasets produced by a subawardee or a contractor at any tier. The submission must include supporting documentation describing the Dataset, such as code books, data dictionaries, data gathering tools, notes on data quality, and explanations of redactions.

(2) Unless otherwise directed by the Agreement Officer (AO) or the Agreement Officer Representative (AOR), the recipient must submit the Dataset and supporting documentation to the DDL within thirty (30) calendar days after the Dataset is first used to produce an Intellectual Work or is of sufficient quality to produce an Intellectual Work. Within thirty (30) calendar days after award completion, the recipient must submit to the DDL any Datasets and supporting documentation that have not previously been submitted to the DDL, along with an index of all Datasets and Intellectual Work created or obtained under the award. The recipient must also provide to the AOR an itemized list of any and all DDL submissions. The recipient is not required to submit the data to the DDL, when, in accordance with the terms and conditions of this award, Datasets containing results of federally funded scientific research are submitted to a publicly accessible research database. However, the recipient must submit a notice to the DDL by following the instructions at www.usaid.gov/data, with a copy to the agreement officer representative, providing details on where and how to access the data. The direct results of federally funded scientific

research must be reported no later than when the data are ready to be submitted to a peer-reviewed journal for publication, or no later than five calendar days prior to the conclusion of the award, whichever occurs earlier.

(3) The recipient must submit the Datasets following the submission instructions and acceptable formats found at www.usaid.gov/data.

(4) The recipient must ensure that any Dataset submitted to the DDL does not contain any proprietary or personally identifiable information, such as social security numbers, home addresses, and dates of birth. Such information must be removed prior to submission.

(5) The recipient must not submit classified data to the DDL.

[End of Provision]

[END OF MANDATORY STANDARD PROVISIONS]

Required As Applicable Standard Provisions For Non-U.S. Nongovernmental Organizations**RAA1. ADVANCE PAYMENT AND REFUNDS (DECEMBER 2014)**

- a. The recipient is not required to maintain separate bank accounts for USAID funds, unless otherwise required. However, when advances are authorized by this award, the recipient must deposit such funds in a reputable bank and be able to account for the receipt and expenditure of funds and interest earned on the advances provided by the U.S. Government (USG).
- b. The recipient must maintain advances of USAID funds in interest-bearing accounts, unless:
- (1) The recipient receives less than \$120,000 in USG awards per year;
 - (2) The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$250 in a twelve month period on USG cash balances; or
 - (3) The bank would require an average or minimum balance so high that it would not be practical to maintain the advance in an interest-bearing account.
- c. The recipient may retain up to \$250 of interest earned in a twelve-month period on USG cash balances for administrative expenses. Any additional interest earned on advances must be remitted to the USAID payment office specified in this award, or such other location as the payment office advises.
- d. The recipient must request advance payments for anticipated expenditures at time intervals as close as is administratively feasible to the actual disbursements by the recipient, and for the minimum amounts necessary.
- e. To request an advance payment, the recipient must submit (preferably electronically) to the payment office the Standard Form-270 Request for Advance, Standard Form-425 Federal Financial Report or Standard Form-1034 Public Voucher for Purchases and Services Other Than Personal. (See <http://www.gsa.gov/portal/forms/type/SF> for forms.) The recipient must print the statement "Request for Advance" at the top of the form.
- f. In order to obtain the initial advance, the recipient must request an advance for the initial thirty-day period of projected cash disbursement needs immediately upon signing this award. Additional advance payment requests must be submitted at least three weeks prior to the period for which funds are needed, in order to maintain a consistent cash flow. The recipient may submit requests for advances to the paying office specified in this award as often as may be necessary to meet projected expenses. An advance may not exceed 30 days of the organization's projected expenses. Subject to Chief Financial Officer (CFO) or Mission Controller approval (as appropriate), requests may be submitted:
- (1) Every 30 days covering a 30-day period;
 - (2) Three requests may be submitted covering 30-day sub-periods of a 90-day period to be paid automatically every 30 days; or
 - (3) One request for 90 days may be submitted to be automatically disbursed in 30-day equal increments. Requests must state the estimated disbursements to be made during the period covered by the request, the estimated balance of cash on hand from prior advance requests, and the advance amount being requested.
- g. The recipient must submit an SF-270, SF-425, or SF-1034 (with the words "Liquidation of Advances" printed at the top of the form), quarterly, no later than 30 days after the end of the quarter, to the paying office specified in this award in order to liquidate outstanding advances. Failure to provide these quarterly reports may result in the suspension, disruption, or termination of additional payments. Within 90 days following the expiration of this award, the recipient must submit the final financial report using the SF-270, SF-425, or SF-1034 showing total

disbursements, total advances received, and any cash remaining on hand, which the recipient must refund to USAID.

h. When this award expires, the recipient must immediately return all unexpended funds that USAID has advanced to the recipient, unless such advanced funds have already been spent or committed in a legally binding transaction during the period of this award, or are required for approved close-out costs. USAID reserves the right, at any time, to 1) withhold or offset payments to or 2) require refund by the recipient of any amount that the recipient did not spend according to the terms and conditions of this award or are otherwise determined by the Agreement Officer to be unallowable. USAID retains the right to a refund of all amounts paid under this award until all outstanding audit findings and settlement claims have been resolved between USAID and the recipient.

i. Cash advances made by the recipient to subrecipients or the recipient's field organizations must conform substantially to paragraphs a., b., c., d. and h. of this provision. In the case of paragraph c., any interest over \$250 per account, per year must be remitted through the prime recipient.

[END OF PROVISION]

RAA2. INTENTIONALLY LEFT BLANK

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RAA5. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER (DECEMBER 2014)

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

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

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

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

c. Definitions. For purposes of this award term:

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

(2) Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at 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 2 CFR 200 subpart F Audit Requirements).

(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) :

d. 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.

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

[END OF PROVISION]

RAA6. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (DECEMBER 2014)

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

(2) Where and when to report.

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

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

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

b. Reporting Total Compensation of Recipient Executives.

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

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

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

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act,

as defined at 2 CFR 170.320 (and subawards); and

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

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

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

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

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

c. Reporting of Total Compensation of 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;

(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 2 CFR 200 subpart F Audit Requirements).

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

(4) Subrecipient means an entity that:

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

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

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

(i) Salary and bonus.

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

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

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

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

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

[END OF PROVISION]

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RAA8. TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (DECEMBER 2014)

a. 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.

b. 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)

(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.

c. 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.

d. SUBAWARDS AND CONTRACTS

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

[END OF PROVISION]

RAA9. 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,
Bureau for Management
Office of Acquisition and Assistance, Transportation Division
1300 Pennsylvania Avenue, NW
Washington, DC 20523-7900
Email: oceantransportation@usaid.gov

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

[END OF PROVISION]

RAA10. REPORTING HOST GOVERNMENT TAXES (JUNE 2012)

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

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

b. Submit the reports to:

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

Kabul, Afghanistan
E-mail: kabulfinancialreport@usaid.gov

"with a copy to" the Agreement Officer.

- c. Host government taxes are not allowable where the Agreement Officer provides the necessary means to the recipient to obtain an exemption or refund of such taxes, and the recipient fails to take reasonable steps to obtain such exemption or refund. Otherwise, taxes are allowable in accordance with the Standard Provision, "Allowable Costs," and must be reported as required in this provision.
- d. The recipient must include this reporting requirement in all applicable subagreements, including subawards and contracts.

[END OF PROVISION]

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RAA15. PROGRAM INCOME (DECEMBER 2014)

- 1. Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal statutes, regulations, or the terms and conditions of the Federal award, program income does not include rebates, credits, discounts, and interest earned on any of them.
- 2. The recipient must apply the standards set forth in this provision to account for gross income earned from federally-supported activities ("Program Income") under this award.
 - a. Income earned during the project period must be added to the total program amount and used to further eligible project or program objectives, unless this award Schedule specifies otherwise.
 - b. Notwithstanding paragraph c., above, commercial organization recipients are prohibited from adding Program Income to increase the total program amount. Instead, Program Income will be deducted from the U.S. Government share of this award.
 - c. Costs incident to generating program income under this award may be deducted from gross income to calculate Program Income, provided these costs have not been charged to this award and comply with the Standard Provision, "Allowable Costs."
 - d. The recipient has no obligation to the USG regarding Program Income earned after the end of the project period, unless the terms and conditions of this award provide otherwise.

[END OF PROVISION]

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[END OF THE STANDARD PROVISIONS]

ATTACHMENT 4 - BRANDING STRATEGY AND MARKING PLAN

The Grantee's Branding Strategy and Marking Plan are attached hereto and are made a part of this Grant.



USAID
FROM THE AMERICAN PEOPLE



TURQUOISE MOUNTAIN

BRANDING AND MARKING PLAN

RFA: Turquoise Mountain Smithsonian Exhibition (TMSE)

Submitted by: Turquoise Mountain

Submitted to: Afghanistan Mission USAID

Submitted: 8th March 2015

Contents

SECTION ONE..... 65

Branding Plan 65

Branding Strategy 65

A.1. Project Name 65

A.2. Positioning..... 65

A.3. Visibility 66

Project Communications and Publicity 66

B.1. Key Audiences and Messages 66

B.2. Printed Materials..... 67

B.3. Public Events..... 67

SECTION TWO 68

Marking Plan..... 68

Estimated Cost Associated with Branding and Marking..... 69

SECTION ONE

Branding Plan

Pursuant to the New Standard Marking Provisions in the Acquisition and Award Policy Directive 05-11, The Turquoise Mountain Trust (TMT) is pleased to submit for USAID review, the following branding strategy and marking plan for the RFA “Turquoise Mountain Smithsonian Exhibition” (TMSE).

TMT is well-versed in the requirements contained in the AAPD 05-11 and will ensure that the work funded under this award is in full compliance with the detailed guidelines released regarding USAID’s branding and marking strategies for assistance awards. Where the USAID Identity is utilized, TMT will ensure that the images are those provided by USAID for such purposes. In addition, unless otherwise stipulated below, TMT will ensure that the branding and marking strategies described herein “flow down” to sub-grantees and will insert the new standard provisions into our agreements with said grantees per 22 CFR 226.91(a) (4).

Branding Strategy

Per ADS 320.3.2.1, the branding strategy identifies the program name, the branding and marking format for expected outputs, project attribution and desired level of visibility.

A.1. Project Name

The Turquoise Mountain Smithsonian Exhibition (TMSE) supports both USAID as well as the Afghan government’s development objective.

In order to promote ownership of the support to all activities connected with the exhibition funded through this program, TMT proposes that all events and materials be co-branded with the USAID identity, TMT’s logo, and that of the respective implementing partner as it applies in a particular case. As such, there will be no program logo or program name except that of USAID, TMT, and cooperative partners in cases of jointly funded activities such as product and sales exhibitions. *Turquoise Mountain Smithsonian Exhibition (TMSE) Project* will only be used to identify the name of the Grant from USAID.

A.2. Positioning

All logos/identities will be of equal size and prominence and will be positioned accordingly. In such cases:

- The USAID identity will be positioned on the far left of the page and the TMT identity will be positioned on the far right for all materials produced for project reports such as Quarterly, PMP, and Annual Reports as well as any other outreach printing materials.

- The USAID identity will always be of a size and prominence equivalent to or greater than the recipient's, sub-recipient's, other donor's or third party's.
- In case of multiple identities/sponsors such as with the implementing partner, NGOs identity will be positioned between USAID and Foundation identities.

A.3. Visibility

Overall, USAID's identity will be high level of visibility when it is appropriate and the audience will understand that the aid is provided by the American people. In cases where some audiences might be perceived to react negatively such as in places where security risk may be high, visibility will be low and a waiver or partial waiver will be requested on a case to case basis.

Project Communications and Publicity

B.1. Key Audiences and Messages

The primary audiences are:

- The American public. For this audience we want to raise awareness of the project services and impacts through a highly visible exhibition.

For the primary audiences, the program will convey the following messages:

- The project supports Afghanistan's interest in preserving and regenerating its traditional arts and architecture.
- This assistance is from the American people

The secondary audiences are:

- Students at the Turquoise Mountain Institute and residents in Murad Khane and surrounding community members. For this audience we want to highlight the project impacts and successes in expanding education opportunities as a result of programs operating in their areas and lend support program activities as appropriate. Local support of respected leaders in communities and neighbourhoods also minimizes security risks. We would also like to highlight the positive environmental changes in the community such as better infrastructure and health facilities.
- USAID. For this audience we want to document project results, successful approaches and lessons learned that can inform USAID program as well as the American public in general.

At each public event USAID branding will be appropriately displayed and the support from the American people will be verbally acknowledged in language laid out in the accompanying Marking Plan. In addition, the project will ensure that all staff can speak about the activity and explain USAID and the American peoples' role in the process.

B.2. Printed Materials

Stories/News items for USAID: TMT will provide USAID with success stories, and Fact Sheets using USAID-branded templates provided by USAID/Afghanistan Development Outreach and Communications Office.

These will be marked with USAID identity. TMT logos will not be used. The USAID success stories templates are also available at www.usaid.gov/branding/teamplates

Certificates: Certificates for any workshops and trainings funded by USAID will be co-branded with the TMT logo, the USAID identity, and the logo of the partner organizations or ministries. Marking size of the USAID identity will be of a size and prominence equivalent to the Foundation's and partner organizations' logos. The marking of USAID identity on certificates will be on the left-hand side at the bottom of the certificate and the Foundation will be on the right hand side at the bottom.

Posters, Leaflets, Brochures: Posters, leaflets, and brochures for activities funded by USAID will be co-branded with the USAID identity, TMT and the partner organizations or ministries' logos, with the USAID identity on the bottom left-hand side and the TMT on the bottom right.

All public printed, video, and audio materials will also include a disclaimer (text included in the accompanying Marking Plan) to identify parties responsible for publication contents. USAID reserves the right to request pre-production review of USAID funded public communications materials.

Photographs that illustrate the activity's achievements are required.

B.3. Public Events

All award-supported events will be co-branded as activities supported by USAID and TMT. In case of co-sponsorships of events, the event will be co-branded with USAID, TMT, and co-sponsors as appropriate.

Authorities

The program AOR will be the primary point of contact for all branding and marking issues. The AOR will be provided with sufficient information to monitor compliance with the branding regulations. All sub-grantees will use the same Branding Implementation Plan as TMT.

The project will clear any press releases, media events, media interviews and other project outreach materials with USAID (AOR and DOC).

Requests for waivers or modifications to the Branding Implementation Plan will be directed to the AOR. Specific questions regarding branding will be directed to the AOR.

SECTION TWO

Marking Plan

The covers of all reports prepared and submitted to USAID will be marked with both the USAID and TMT logos, with the USAID logo positioned on the top left-hand side of the page and the TMT logo positioned on the right. All reports released under the award will comply with publications provisions stipulated under the Grant and the AAPD 05-11, such as inclusion of the disclaimer for publications not reviewed and approved by USAID (per 226.91(c)(1)).

Disclaimer Language for Publications

All studies, reports, publications, web sites (note: any websites developed by the activity require a separate USAID approval), and all informational and promotional products will contain the following provision:

This study/report/publication (specify) is made possible by the support of the American people through the United States Agency for International Development (USAID). The contents are the responsibility of (name of organization) and do not necessarily reflect the views of USAID or the United States Government.

Marking of Activity Deliverables and Public Communications

All branding and marking of the following materials will be in line with guidance laid out in the Graphics Standards Manual.

The table below provides a list of items to be governed by this Grant’s Marking Plan.

Description	Type of USAID Marking Required by ADS 320	Remarks
Direct Funded Inventory		
Equipment provided to NGO partners	No USAID marking	
Equipment provided to government entities	No USAID marking	
Equipment, supplies, and commodities for beneficiaries	No USAID marking	
Communications and Outreach Products		
Banners, posters, periodic program reports and publications, and other	Co-branding as per ADS 320 and the USAID Graphic	All printed materials will contain the disclaimer language at the bottom of the first page

printed documents	Standards Manual	
Presentations	Co-branding as per ADS 320 and the USAID Graphic Standards Manual	
Description	Type of USAID Marking Required by ADS 320	Remarks
Periodic project reports	Co-branding as per ADS 320 and the USAID Graphic Standards Manual	Project reports will be produced in English language only. This will be co-branded with USAID and TMT logo, and will contain the disclaimer language.
Administrative Communications		
TMT's administrative communications, including timesheets, employee contracts, pay stubs, policies and procedures manuals, correspondence with cooperating government, and business cards	No USAID marking	In keeping with ADS 320 3.1.5 and ADS 320 3.1.6 these products are not marked with USAID identity

Estimated Cost Associated with Branding and Marking

TMT will incorporate the USAID identity in the design of all new electronically-produced documents and program materials. As such, the cost of this marking will not represent any additional cost.

There are minimal to no costs associated with branding and marking.

Modifications

In the event of changed communications circumstances over the course of activity implementation requiring a modification to this Marking Plan, implementing organization, through its AOR, will submit to USAID a request to modify this plan and/or other related documents, such as the Branding Strategy. Such a request requires the approval of the activity's AOR, in consultation with the DOC team and possibly the Agreement Officer.

ATTACHMENT 5 - USAID INFORMATION FORM - VETTING

USAID Information Form Continuation Sheet for Part I, Section 6: List of Individuals
(Use additional continuation sheets as necessary):

B. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth** village/town/city: state/county/province: country:	Date of birth:** (Example: 3 May, 1979)	Title in organization (Example: President/Vice President/CFO):
Other names used (may include nicknames, pseudonyms not listed under "Name").**		Gender:**
Current employer and job title:		Occupation:
Address of residence** village/town/city: state/county/province: country:		Citizenship(s):** (Afghans: Tribal Affiliations, Father's Name and Grandfather's Name)
Email: Phone:	Is the individual a U.S. citizen or legal permanent resident?** Yes <input type="checkbox"/> No <input type="checkbox"/>	
C. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth** village/town/city: state/county/province: country:	Date of birth:** (Example: 3 May, 1979)	Title in organization (Example: President/Vice President/CFO):
Other names used (may include nicknames, pseudonyms not listed under "Name").**		Gender:**
Current employer and job title:		Occupation:
Address of residence** village/town/city: state/county/province: country:		Citizenship(s):** (Afghans: Tribal Affiliations, Father's Name and Grandfather's Name)
Email: Phone:	Is the individual a U.S. citizen or legal permanent resident?** Yes <input type="checkbox"/> No <input type="checkbox"/>	
D. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth** village/town/city: state/county/province: country:	Date of birth:** (Example: 3 May, 1979)	Title in organization (Example: President/Vice President/CFO):
Other names used (may include nicknames, pseudonyms not listed under "Name").**		Gender:**
Current employer and job title:		Occupation:
Email: Phone:	Is the individual a U.S. citizen or legal permanent resident?** Yes <input type="checkbox"/> No <input type="checkbox"/>	

INFORMATION FORM INSTRUCTIONS

Please provide information for key individuals of all organizations receiving funds from USAID, including grantees, sub-grantees, contractors, and vendors, who work in Afghanistan.

Part I

Question 1 – Self-explanatory

Question 2- Indicate the proposed type of mechanism to be utilized by placing a check mark on the line in front of the appropriate term

Question 3 – Enter the amount of award or assistance (or sub-award) in U.S. dollars and indicate the start and end date of the award (or sub-award) using a mm/dd/yyyy format

Question 4 – Indicate the purpose of the award or assistance. Use additional sheets and attach to page one of the vetting form if necessary

Question 5 a-i – Self-explanatory.

Attach a copy of the relevant, currently valid Afghan business license.

Question 6 - A "Key Individual" means (i) Any person who exercises effective control of the organization; (ii) a principal officer 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 or vice president); (iv) the program manager or chief of party for the USAID-financed program; (v) any person receiving significant commissions (defined as a sum, either fixed or a set percentage of the value involved, paid to an agent or person acting in a similar role in the activity involved) or similar earnings from the Award in an amount exceeding \$25,000; and (vi) any other person with significant responsibilities for administration of USAID-financed activities or resources (while a comprehensive list is not possible, this would include any person acting in a role substantially similar to those outlined in (i)-(v). For Private Security Services, this would include leadership roles down to the level of field commanders). Complete for each of these six categories or indicate "N/A" if a category does not apply. Use additional pages as needed. Only Key Individuals who are not U.S. citizens or permanent legal residents need to be submitted. Attach copies of photo ID for each non-U.S. "Key Individual". In addition, for all non-U.S. Key Individuals in possession of passports, passport copies must be attached.

Note: If a "Key Individual" is a U.S. citizen or permanent legal resident, proof of citizenship or residency must be attached.

Part II

The representative of the prime Awardee (chief of party, program director or their designee) must fill out the form, read the certification and print their name where indicated, sign where indicated, print their title and the name of their organization where indicated, and print the date where indicated.

Part III

This section will be completed by the USG vetting official.