



USAID | AFGHANISTAN

FROM THE AMERICAN PEOPLE

October 11, 2012

Mr. Peter Crowley
Representative, UNICEF Afghanistan
UNOCA Compound, Jalalabad Road
Kabul, Afghanistan
Office: +93790507004
Email: pcrowley@unicef.org

Subject: Grant No. AID-306-IO-12-00002

Dear Mr. Crowley:

Under the authority contained in the Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development (USAID) hereby grants to the United Nations Children's Fund (UNICEF), the sum of \$2,000,000 to provide support in the performance of Supervising Entity duties of Afghanistan's Global Partnership for Education program as described in Attachment 1 (the Schedule) of this grant and in Attachment 2, entitled "Program Description."

This grant is effective and obligation is made as of the date of this letter and will apply to expenditures made by the Grantee in furtherance of program objectives during the period beginning with the effective date and ending March 31, 2015.

This grant is made to the Grantee on condition that the funds are administered in accordance with the terms and conditions as set forth in Attachment 1 (the Schedule); Attachment 2 (the Program Description); and Attachment 3 (the Standard Provisions); all of which have been agreed to by your organization.

Please sign the original and all enclosed copies of this letter to acknowledge your receipt of the grant, and return the original and all but one copy to me.

Sincerely yours,

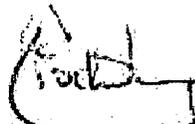
Abdullah Akbar
Agreement Officer

Attachments:

1. Schedule
2. Program Description
3. Standard Provisions

ACKNOWLEDGED:

BY:



(Peter Crowley)

TITLE: Representative,
UNICEF Afghanistan

DATE: 30.10.11.

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Attachment 1 - Schedule

A.1 Purpose of Grant

The purpose of this grant is to provide support for the performance of Supervising Entity duties of Afghanistan's Global Partnership for Education program, as more specifically described in Attachment 2 (the Program Description) of this grant.

A.2 Period of Grant

1. The effective date of this grant is October 11, 2012. The expiration date of this grant is March 31, 2015.
2. Funds obligated hereunder are available for program expenditures for the estimated period from October 11, 2012 to March 31, 2015 as shown in the Grant Budget below.

A.3. Amount of Grant and Payment

1. The total estimated amount of this grant for the period shown in A.1 above is \$2,000,000.
2. USAID hereby obligates the amount of \$2,000,000 for program expenditures during the period set forth in A.1 above and as shown in the Grant Budget below.
3. Payment will be made to the Grantee in accordance with the procedures set forth in Attachment 3, Standard Provision #5 Payment (Letter of Credit).

A.4 Grant Budget

The following is the Grant Budget. Revisions to this Budget may be made only in accordance with the Standard Provision of this Grant entitled "Revision of Grant Budget."

USAID will contribute \$2,000,000 from the overall budget proposal amount of \$2,500,000 for UNICEF to perform the Supervising Entity duties (SE). The budget will be spent as per table below:

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Program budget plan 2012 – 2015

ACTIVITIES	Budget
1. Programmatic Component	
1.1 Provide operational support to MoE to develop and update a two year operational rolling plan and monitoring framework (2012-2013) for the GPE	120,000
1.2 Provide operational support and ensure oversight to strengthen reporting and monitoring mechanisms at district, provincial and national levels*	0
<i>Programmatic Component Sub Total</i>	120,000
2. Fiduciary component	
2.1 Engage external auditing institution to perform the fiduciary monitoring*.	344,000
2.2 Conduct External GPE Annual Audit by the Supreme Audit Authority of Afghanistan.	50,000
<i>Fiduciary Component Sub Total</i>	394,000
3. Program Supervision	
3.1 Education Specialist (L4 level)*	804,500
3.2 Education Program Officer (NOC level)*	256,856
3.3 Monitoring, supervision, and reporting.	50,000
<i>Program Support Sub Total</i>	1,111,356
4. Contribution to direct program support cost (15%)	243,803
5. UNICEF Recovery Cost (7%)	130,841
GRAND TOTAL	2,000,000

**The proposed overall budget for UNICEF to perform the SE duties is \$2,500,000. USAID will support the SE with \$2,000,000. The shortfall of \$500,000 will be supported from the GPE allocation given by the Secretariat to SEs annually with a total of \$300,000 for three years and from the UNICEF Regular Budget Resources.*

A.5 Reporting and Evaluation

The Ministry of Education's Administration and Finance Department will prepare several analytical and expenditure reports on a quarterly, semi-annual and annual basis. These reports will review plan and budget execution, identify challenges, and propose solutions. The information will be used to respond to potential bottlenecks in the transfer and expenditure of budgets and for revision of plans as needed. The reviews will also provide recommendations and inputs for preparation of the following year's operational plan.

A comprehensive consolidated annual narrative and expenditure report will be produced by the Ministry of Education indicating progress against set targets for each GPE Program Priority as well as challenges and lessons learned. The report will be presented to all education stakeholders including, the Ministry of Finance, Parliament, donors, implementing partners and civil society. Like all documentation relating to the GPE Program the report will also be made available on the MOE website subject to relevant provisions of the information disclosure policies of the Government, UNICEF and GPE to promote maximum transparency.

The Grantee must prepare and submit a copy of the final report required by this grant to the Bureau for Program and Policy Coordination, Development Experience Clearinghouse PPC/DEI). E-Mail all documents to docsubmit@dec.cdie.org. If you wish to mail the documents, you may do so to:

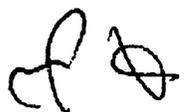
Development Experience Clearinghouse
8403 Colesville Road, Suite 210
Silver Spring, MD 20910

or you may fax it to (301) 588-7787.

The title page of all reports forwarded to USAID must include a descriptive title, the author's name, grant number, the project number and title, the grantee's name, the name of the USAID office, and the publication or issuance date of the report.

A.6 Special Provision

N/A



Attachment 2: Program Description

Introduction to the Global Partnership for Education

The Global Partnership for Education (GPE) brings together developing and donor countries, multilateral agencies, civil society organizations (CSOs) and the private sector and private foundations supporting the education sector in developing countries, with a particular focus on accelerating progress toward the Education for All goals of:

- expanding early childhood education
- providing free and compulsory basic education for all
- promoting learning and life skills for young people and adults
- increasing adult literacy
- achieving gender parity and gender equality; and
- improving the quality of education.

The GPE Compact was established in 2002 following the development consensus reached at Monterrey, and is a compact explicitly linking increased donor support for education to recipient countries' policy performance and accountability for results.

The GPE is underpinned by principles set out in the March 2005 Paris Declaration on Aid Effectiveness and globally reaffirmed in the Accra Agenda for Action adopted by the Third High Level Forum on Aid Effectiveness in September 2008. Developing country partners take the lead in designing and implementing education programs through broad-based consultation, which use benchmarking and monitoring of progress against output and outcome indicators. Sound education plans emphasize promoting faster progress in provision of quality education for all children. Donors, multilateral agencies, CSOs and the private sector and private foundations then commit to aligning their support for a developing country partner's program. They provide support for its capacity development, mobilize predictable and long-term financing, and seek to align their procedures with the government systems and among themselves.

The GPE's guiding principles are:

- a) Country ownership;
- b) Benchmarking;
- c) Support linked to performance;
- d) Lower transaction costs;
- e) Transparency;
- f) Development results and value for money; and
- g) Mutual accountability.

The GPE aims to accelerate progress toward the Education for All goals by promoting:

- a) Further development effectiveness and more efficient aid for education;
- b) Sound sector policies in education;
- c) Adequate and sustainable domestic financing for education;
- d) Sustained increases in aid for education; and

e) Increased accountability for sector results

Globally, the GPE also aims to promote mutual learning on what works to improve education outcomes and advance Education for All goals.

In subscribing to the GPE Compact, partners are called to give careful attention to aid effectiveness and to promote transparency, clarity, and trust. The GPE relies on a clear and effective structure of governance and decision-making. Broad participation by all partners, including developing country partners, CSOs and the private sector and private foundations is essential. Relationships and communications among developing country partners, donors, multilateral agencies, CSOs and the private sector and private foundations are built on clarity and transparency. Steps are taken to minimize possible conflicts of interest. Adaptability is a key characteristic of the GPE.

GPE in Afghanistan

In March 2011 Afghanistan was admitted to the GPE, a critical milestone in the development of the education sector in Afghanistan. This international endorsement of the plans of the GPeA to achieve the goals of Education for All (EFA) is an important vote of confidence in Afghanistan's National Education Strategic Plan (NESP 2) and the Education Interim Plan (EIP) that served as the basis for the country's entry into the GPE. This present proposal for GPE support is embedded in the EIP and focuses on assisting Afghanistan to accelerate progress towards the EFA goals.

The proposed GPE Program covers three years and has a budget of \$ 55.7 million. It has been designed to provide maximum impact on the system as a whole, creating a catalytic effect on major EIP programs, including other donor-supported interventions.

The GPE Program proposal has been developed through an intensive consultative process led by the Ministry of Education (MoE) and involving a large number of stakeholders from the MoE, Ministry of Finance (MoF), development partners and civil society organizations. The Human Resources Development Board (HRDB), the equivalent of the Local Education Group (LEG) in Afghanistan, played a major role in the management and coordination of the process.

This proposal consists of an integrated package of four GPE Program Priorities that are mutually reinforcing, have their strategic origins in the EIP and offer opportunities to build on previous, successful experience. UNICEF in its capacity as Supervising Entity will provide programmatic and fiduciary oversight of the Ministry Of Education in its efforts towards achieving these four priorities. These priorities are:

- Strengthening community and social mobilization and governance systems at the local level;
- Expanding and reinforcing multiple pathways to education;
- Increasing the number of qualified female teachers in areas with high gender disparities;

- Streamlining policy and administrative systems in the Ministry of Education.

The package targets 13 provinces and 55 districts with (i) low education indicators (particularly in relation to gender), (ii) difficult access (rural, remote, underserved, low economic indicators) and (iii) insecure conditions.

The overall objective is to increase and sustain equitable access to education in the target districts. The focus is primarily on primary and basic education and the strategic objectives address the most critical challenges in the sector: (i) the low access rates in primary education, (ii) the need to overcome traditional obstacles to enrolment through alternative approaches, (iii) the need to take affirmative action in favor of girls' education and (iv) the need to continue to build the capacity of the MoE to deliver quality education services.

The primary outcome of the GPE Program is a 15 per cent increase in sustained and equitable access to education in the target districts. This will be monitored through enrolment, attendance, and dropout rates; and increased survival rate to Grade 5 (by age and sex). The overall outcome builds upon several specific outcomes for which specific indicators, baseline and data sources are identified.

The GPE Program will adopt a "convergence" approach, meaning that all four of the Program Priorities will be implemented in the same districts for maximum impact. Strategies such as community and social mobilization; relations and links between social mobilizers and NGOs; a common policy framework and initiatives to strengthen MoE capacity will all be mutually reinforcing. A budget reflecting the use of funds towards achievement of the four priorities is below.

GPE Program Priority	USAID Contribution	Other Sources	Total
1. Strengthen community and social mobilization and governance systems at the local level	\$0*	\$14,770,000	\$14,770,000
2. Expand and strengthen multiple pathways to education	\$0*	\$17,180,000	\$17,180,000
3. Increase the number of qualified female teachers in areas with high gender disparities	\$0*	\$16,350,000	\$16,350,000
4. Streamline policy and administrative systems in the Ministry of Education	\$0*	\$7,430,000	\$7,430,000
TOTAL	\$0*	\$55,730,000	\$55,730,000

* The Afghanistan GPE program is funded from the GPE's global fund, which contains approximately \$4.1 billion in contributions and pledges, including \$22 million from USAID.

Strong efforts have also been made to ensure synergy and coordination with existing and future educational initiatives, including not only those funded by donors and international organizations, but also other GIROA initiatives and programs.

The major added value of the GPE Program is its focus on the most disadvantaged populations in Afghanistan and the potential to make inroads into the education deficit of remote, rural and specifically insecure communities. The delivery of appropriate education services by the GIRoA is a critical component in building trust in the state and in the social contract between citizens and their government.

Program Priority 1: Strengthen community and social mobilization and governance systems at the local level (US\$ 14.8 million, 27%)

Community support and involvement have proven to be determining factors in school enrolment and attendance. In Afghanistan, the development of School Management *Shuras* (SMS), modeled on traditional community-based structures, has proven to be particularly effective. The formulation and implementation of School Improvement Plans (SIP), including maintenance of schools, through the SMS is expected to yield rapid results.

By involving communities, especially the elders, religious and community leaders, in promoting the school as protected environment and zone of peace, education is positioned as an essential building block towards broader, national peace and reconciliation. A large nation-wide communication campaign will be organized covering a broad range of approaches and advocacy materials: e.g. guidelines for engagement, public service announcements, public gatherings and a national conference on girls' education.

Program Priority 2: Expand and reinforce multiple pathways to education (US\$ 17.2 million, 31%)

Alternative approaches to education are often the solution where formal systems fail. Alternative approaches allow the flexibility necessary to tailor solutions to local realities. The three selected approaches: Community-based Education (CBE), Accelerated Learning Programs (ALP) and mosque-based education have already proven successful in getting more Afghan girls into schools. Direct community involvement and ownership, an intrinsic part of the alternative approaches, will continue to be critical to the success and sustainability of these efforts.

Priority is given to facilitating bridges between formal and non-formal systems. Formal schools will serve as hub schools and support the newly-established CBE and ALP classes. Mapping exercises to identify under-served areas and to assess the supply requirements will be carried out jointly by District Education Offices (DEOs) and Nongovernmental Organizations (NGOs) to ensure a needs-based approach. Wherever possible, community teachers will be identified from the same villages, employed and trained. This GPE Program Priority also aims to reopen 300 of the 450 schools currently closed due to insecurity by mobilizing the community and by providing a transition fund to cover the running costs of the school pending its reintegration into the regular system.

For all alternative approaches efforts will be undertaken to refine the curriculum and strengthen development and provision of textbooks and learning materials, with a special focus on materials in different local languages.

Program Priority 3: Increase the number of qualified female teachers in areas with high gender disparities (US\$ 16.4 million, 29%)

Given the strong correlation between the number of female teachers and the number of girls attending school, and given that female teachers are especially scarce in the target provinces, the third GPE Program Priority will focus on increasing the number of female teachers in insecure, rural and remote districts.

The two strategies identified to increase female teachers in such districts are (i) to use a system of incentives to encourage female teachers from urban areas to go and work in districts without female teachers; and (ii) to support accelerated and simultaneous teacher training for adolescent girls in the targeted districts. In order to support these two strategies social support systems for female teachers at the local level will be developed.

Program Priority 4: Streamline policy and administrative systems in the Ministry of Education (US\$ 7.4 million, 13%)

The education system needs to strengthen its capacity in policy review, budget preparation, and administrative functions. All these functions rely heavily on the central level with very little current capacity in the districts.

Capacity building of the education system will be achieved through: (i) building a system of policies, procedures, and standards; (ii) increasing the capacity and sustainability of the MoE's human resources in planning and monitoring; and (iii) strengthening the coordination and resource mobilization function in the MoE. In addition, planning, monitoring and evaluation will be strengthened and gradually decentralized by building capacity at province and district levels. In order to provide all levels with sufficient and sound data for policy and management decisions the integrated EMIS system will be strengthened with a focus on effectiveness and relevance.

Taking into account the potential difficulties posed by the security situation in the selected provinces and districts, the design of the GPE Program includes a number of mitigation strategies. Ensuring the prior support of elders, local and religious leaders is crucial prior to starting work on the first three Program Priorities in any given district. Also, implementation through partnerships with NGOs and flexibility in the final selection of the Districts are other ways to ensure the GPE Program is able to adjust to unpredictable security developments.

Attachment 3: Standard Provisions

**MANDATORY STANDARD PROVISIONS FOR COST-TYPE AWARDS TO
PUBLIC INTERNATIONAL ORGANIZATIONS (PIOS)**

1. Allowable Costs (April 2011)

a. The recipient must use funds provided under the award for costs incurred in carrying out the purposes of the award which are reasonable, allocable, and allowable.

(1) "Reasonable" means the costs do not exceed those that would ordinarily be incurred by a prudent person in the conduct of normal business.

(2) "Allocable" means the costs are necessary to the award.

(3) "Allowable" means the costs are reasonable and allocable, and conform to any limitations set forth in the award.

b. The recipient is encouraged to obtain the Agreement Officer's written determination in advance whenever the recipient is uncertain as to whether a cost will be allowable.

2. Amendment (April 2011)

The parties may amend the award by mutual agreement, by formal modifications to the basic award document, or by means of an exchange of letters between the Agreement Officer and the recipient.

3. Nonliability (April 2011)

USAID does not assume liability for any third party claims for damages arising out of the award.

4. Notices (April 2011)

Any notice given by USAID or the recipient will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax. Notices to USAID should be sent to the Agreement Officer at the address specified in the award and to any designee specified in the award. Notices to the recipient should be sent to the recipient's address shown in the award or to such other address designated in the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

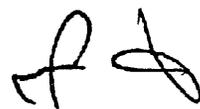


5. Payment (Letter of Credit) (April 2011)

- a. Payment under the award is completed through a Letter of Credit (LOC), in accordance with the terms and conditions of the LOC and any instructions issued by the USAID Bureau for Management, Office of the Chief Financial Officer, Cash Management and Payment Division (M/CFO/CMP).
- b. As long as the LOC is in effect, the terms and conditions of the LOC and any instructions issued by M/CFO/CMP constitute the payment conditions of the award over any other payment clause of the award.
- c. The recipient should have written procedures that minimize the time elapsing between the transfer of funds and disbursement by the recipient. The recipient must exercise prudent management of Federal funds by drawing only those funds that are required for current use. The timing and the amount of the drawdown must be as close as is administratively possible to the actual disbursements by the recipient for direct program or activity costs and the proportionate share of any allowable indirect costs.
- d. Revocation of the LOC, in accordance with its terms and conditions, is at the discretion of M/CFO/CMP, after consultation with the Agreement Officer. Notification of revocation must be in writing and must specify the reasons for such action. If the LOC is revoked, payments may be made on a cost-reimbursement basis. For reimbursement, the recipient must submit to the USAID Controller an original and three copies of **SF-1034, Public Voucher for Purchases and Services Other Than Personal** ([http://contacts.usa.gov/webforms.nsf/0/57675C8BB6CE880B85256A81004125B1D/\\$file/SF%201034.pdf](http://contacts.usa.gov/webforms.nsf/0/57675C8BB6CE880B85256A81004125B1D/$file/SF%201034.pdf)), and **SF-1035, Continuation of SF-1034** ([http://contacts.usa.gov/webforms.nsf/0/213A354B84AE05B085256A81004632C8/\\$file/SF%201035.pdf](http://contacts.usa.gov/webforms.nsf/0/213A354B84AE05B085256A81004632C8/$file/SF%201035.pdf)), normally once a month, but in any event no less than quarterly. Each voucher must be identified by the award number and must state the total costs for which reimbursement is being requested.

6. Audit and Records (UN) (September 2011)

- a. The recipient agrees to furnish the U.S. Government (USG) with a final report on activities carried out under the award, including accounting for award funds in sufficient detail to enable USAID to liquidate the award. The report must be submitted to the address specified in the award.
- b. It is understood that financial records, including documentation to support entries on accounting records and to substantiate charges against the award, will be maintained in accordance with the recipient's usual accounting procedures, which must follow generally accepted accounting practices. The recipient must maintain such financial records for at least three years after the recipient's final disbursement of funds under the award.



c. UNICEF confirms that its financial records, including those relating to the award, will be subject to audit applying established procedures under appropriate provisions of the financial regulations and rules of UNICEF. UNICEF agrees to make available these audit reports to the USG in accordance with the UNICEF Information Disclosure Policy and relevant decisions of the UNICEF Executive Board. UNICEF also agrees to provide additional clarifications as may be reasonably requested by the USG with respect to questions arising from audit reports relating to the award. In the event that USAID becomes aware of factors that would indicate a need for closer scrutiny of USAID-funded activities, USAID will bring these to the attention of UNICEF. The UNICEF Office of Internal Audit will then determine, after consultation with USAID, if needed, the need for a special independent audit and the scope and plan for any such audit. The costs of such an audit shall be borne by the USG.

7. Refunds (April 2011)

a. If the recipient earns interest on Federal advances before expending the funds for program purposes, the recipient must remit the interest annually to USAID. Interest amounts up to \$250 per year may be retained by the recipient for administrative expenses.

b. Funds obligated by USAID, but not disbursed to the recipient before the award expires or is terminated will revert to USAID, except for funds committed by the recipient to a legally binding transaction applicable to the award. Any funds advanced to, but not disbursed by, the recipient before the award's expiration or termination must be refunded to USAID, except for funds committed by the recipient to a legally binding transaction applicable to the award.

c. If, at any time during the life of the award, or as a result of an audit, the Agreement Officer determines that USAID funds provided under the award have been expended for purposes not in accordance with the terms of the award, then the recipient must refund the amount to USAID.

8. Award Budget Limitations and Revisions (April 2011)

a. The approved award budget is the financial expression of the recipient's program as approved during the award process. USAID is not obligated to reimburse the recipient for any costs incurred in excess of the total amount obligated under the award.

b. The recipient must immediately request approval from the Agreement Officer when there is reason to believe that, within the next 30 calendar days, a revision of the approved award budget will be necessary for any of the following reasons:



- (1) To change the scope or the objectives of the program or to add any new activity.
- (2) To revise the funding allocated among program objectives by more than ten percent (10%) of the total budget amount unless the award states otherwise.
- (3) Additional funding is needed.
- (4) The recipient expects the amount of USAID authorized funds to exceed its needs by more than \$20,000 or ten percent (10%) of the USAID award, whichever is greater.

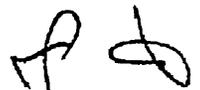
c. The recipient will not be obligated to continue performance under the award (including actions under the "Termination Procedures" provision) or otherwise to incur costs in excess of the amount obligated under the award, unless and until the Agreement Officer notifies the recipient in writing that the obligated amount has been increased and specifies the new award total amount.

9. Termination Procedures (April 2011)

The award may be terminated by either party, in whole or in part, at any time with 30 days written notice of termination. After receiving a termination notice from the Agreement Officer, the recipient must take immediate action to cease all expenditures financed by the award and to cancel all unliquidated obligations if possible. The recipient may not enter into any additional obligations under the award after receiving the notice of termination, other than those reasonably necessary to effect the close out of the award. Except as provided below, no further reimbursement will be made after the effective date of termination. As soon as possible, but in any event no later than 120 days after the effective date of termination, the recipient must repay to USAID all unexpended USAID funds that are not otherwise obligated by a legally binding transaction applicable to the award. If the funds paid by USAID to the recipient before the effective date of termination are not sufficient to cover the recipient's obligations under a legally binding transaction, then the recipient may submit a written claim for such amount to USAID within 120 days after the effective date of termination. The Agreement Officer will determine the amount(s) to be paid by USAID to the recipient under the claim in accordance with the "Allowable Costs" provision of the award.

10. Financial Management, Procurement, and Evaluation (April 2011)

To the extent not inconsistent with other provisions of the award, USAID and the recipient understand that funds made available to the recipient must be administered in accordance with the recipient's own financial rules and regulations, and that the recipient will follow its own procurement and evaluation policies and procedures.



11. Dispute Resolution (April 2011)

USAID and the recipient will use their best efforts to amicably settle any dispute, controversy, or claim that results from, or relates to, the award.

12. Title to and Disposition of Property (September 2011)

Ownership of equipment, supplies, and other property purchased with funds under the award will vest in the recipient during the life of the award. Disposition of property financed under the award will be made in accordance with UNICEF's standard procedures for property disposition.

13. USAID Disability Policy and UN Convention on the Rights of Persons with Disabilities Assistance (April 2011)

a. The principles of the present UN Convention on the Rights of Persons with Disabilities include promoting: (1) respect for inherent dignity, individual autonomy including the freedom to make one's own choices, and independence of persons; (2) nondiscrimination; (3) full and effective participation and inclusion in society; (4) respect for difference and acceptance of persons with disabilities as part of human diversity and humanity; (5) equality of opportunity; (6) accessibility; (7) equality between men and women; and (8) respect for the evolving capacities of children with disabilities. The full text of the Convention can be found at the following Web site: <http://www.un.org/disabilities/documents/convention/convoptprot-e.pdf>. [H]

b. USAID requires that the recipient not discriminate against persons with disabilities in the implementation of USAID-funded programs and make every effort to respect the principles of the Convention on the Rights of Persons with Disabilities in performing the program under the award. One of the objectives of the USAID's Disability Policy is to engage other U.S. Government agencies, host country counterparts, governments, implementing organizations, and other donors in fostering a climate of nondiscrimination against people with disabilities. To that end, and to the extent it can accomplish this goal within the scope of the program objectives, the recipient should demonstrate a comprehensive and consistent approach for including men, women, and children with disabilities.

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14. Terrorist Financing Clause (UN) (April 2011)

Consistent with numerous United Nations Security Council resolutions, including **S/RES/1269 (1999)** (HTU[http://www.undemocracy.com/S-RES-1269\(1999\).pdf](http://www.undemocracy.com/S-RES-1269(1999).pdf)U1H), **S/RES/1368 (2001)** (HTU[http://www.undemocracy.com/S-RES-1368\(2001\).pdf](http://www.undemocracy.com/S-RES-1368(2001).pdf)U1H), and **S/RES/1373 (2001)** (HTU[http://www.undemocracy.com/S-RES-1373\(2001\).pdf](http://www.undemocracy.com/S-RES-1373(2001).pdf)U1H), both USAID and the recipient are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of USAID to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. In accordance with this policy, the recipient undertakes to use reasonable efforts to ensure that none of the USAID funds provided under the award are used to provide support to individuals or entities associated with terrorism.

REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR COST-TYPE AWARDS TO PUBLIC INTERNATIONAL ORGANIZATIONS

15. Prohibition on Assistance to Drug Traffickers (April 2011)

- a. The recipient must make such reasonable efforts, as are necessary, to ensure that no funds or other support under the award are diverted in support of drug trafficking.
- b. USAID reserves the right to terminate assistance to, or take other appropriate measures with respect to, any participant specifically designated by USAID who is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking.

As defined in 22 CFR Part 140

(HTUhttp://edocket.access.gpo.gov/cfr_2002/apr/atr/pdf/22cfr140.3.pdfU1H), drug trafficking means "any activity undertaken illicitly to cultivate, produce, manufacture, distribute, sell, finance or transport, or to assist, abet, conspire, or collude with others in illicit activities, including money laundering, relating to narcotic or psychotropic drugs, precursor chemicals, or other controlled substances."

- c. For any loan over \$1,000 made under the award, the recipient must insert a clause in the loan agreement stating that the loan is subject to immediate cancellation, acceleration, recall, or refund to the recipient if the borrower or a key individual of a borrower is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in **22 CFR Part 140** (HTUhttp://edocket.access.gpo.gov/cfr_2002/apr/atr/pdf/22cfr140.3.pdfU1H).
- d. Upon notice by USAID of a determination under section (c) and at

USAID's discretion, the recipient agrees to immediately cancel, accelerate, or recall the loan, including a full refund of the outstanding balance. USAID reserves the right to have the loan refund returned to USAID.

16. Publications and Media Releases (April 2011)

a. If the recipient intends to identify USAID's contribution to any publication, video, or other information/media product resulting from the award, the product must state that the views expressed by the author(s) do not necessarily reflect those of USAID. Acknowledgements must identify the sponsoring USAID Bureau/Independent Office or Mission and the U.S. Agency for International Development substantially as follows.

"This [publication, video, or other information/media product (specify)] was made possible through support provided by the Office of _____, Bureau for _____, U.S. Agency for International Development, under the terms of Award No. _____. The opinions expressed in this [publication, video, or other information/media product] are those of the author(s) and do not necessarily reflect the views of the U.S. Agency for International Development."

b. The recipient must provide USAID with one copy of all published works developed under the award and with lists of other written works produced under the award.

c. Except as otherwise provided in the terms and conditions of the award, the author or the recipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under the award, but USAID reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for U.S. Government purposes.

17. Reporting of Foreign Taxes (UN) (April 2011)

The recipient is not subject to taxation of activities implemented under the award based on its privileges and immunities as a public international organization (PIO). However, should it be obligated to pay value-added taxes or customs duties related to the award, the recipient must notify the USAID Agreement Officer's Technical Representative (AOTR).