



PROGRAM CONTRIBUTION AGREEMENT

Between the United States of America, acting through the United States Agency for International Development ("USAID") and United Nations Development Program (UNDP) or ("Recipient")

1. Activity Title: Enhancing Legal and Electoral Capacity for Tomorrow (ELECT)
2. USAID Activity Number: 306-IO-13-00004
3. Purpose: USAID and the Recipient hereby agree to provide support for the 2014 Afghanistan Presidential and Provincial Council Elections, program to fulfill Congressional and Presidential directives to take advantage of donor coordination and other advantages inherent in Public International Organization (PIO)-implemented projects; to support and strengthen a PIO's capacity; to participate in multi-donor efforts administered or implemented by the PIO; to strengthen the capacity of a host country government via the PIO; or to recognize the PIO's special status) and what positive development impact the assistance will support or effect in the host country.
4. USAID Grant: Pursuant to its authorities under the Foreign Assistance Act of 1961, USAID hereby grants to the Recipient U.S. \$55,000,000.00 to be expended as described in this Agreement. The purpose of the Agreement is met upon disbursement by USAID to the Recipient.
5. Estimated Completion Date: September 27, 2014
6. Disbursement will be made by Letter of Credit (LOC) see page 5.
7. Reports and Financial Management
 - a. The Recipient agrees to furnish USAID an annual financial statement, certified by the KabulAIDeVouchers KabulAIDeVouchers@state.gov, concerning the outputs of the account supported by this Agreement. These annual statements will be provided by March 31 of each year of the period covered by this contribution.
 - b. The Recipient confirms that this award will be administered according to the Financial Regulations of the Recipient. The expenditure will be recorded in the accounts of the Recipient, which follow generally accepted accounting principles and will be subject to audit in accordance with the Recipient's standard audit procedures.
8. Information and Marking. The Recipient will give appropriate publicity to the Agreement as a program to which the United States contributes.
9. Termination and Other Remedies.

- a. Either party may terminate this Agreement in its entirety by giving the other party 90 days written notice. In addition, USAID may terminate this Agreement in whole or in part, upon giving the Recipient written notice, if the Recipient substantially fails to comply with any provision of this Agreement, after efforts have been made by both parties to resolve the issues.
- b. In the event of termination by USAID or in the event of termination by either party in the event of force majeure circumstances, the termination will not apply to funds irrevocably committed in good faith by the Recipient, including those entered into with third parties, before the termination date indicated in the notice of termination, provided that the commitments were made in accordance with this Agreement. Any portion of this Agreement which is not terminated will remain in full force and effect. If, however, the Recipient considers that the reduced funding makes the continuation of the Activity, or any part of the Activity, impracticable, the Recipient may terminate the Agreement in whole or in part.
- c. USAID, notwithstanding the availability or exercise of any other remedies under this Agreement, may require the Recipient to refund a proportionate amount of the Grant in the event that the cost of the Activity is below total contributions by donors. If the provided, unspent balances attributed to USAID, as of the estimated completion date, is two percent or less of the amount contributed under this Agreement, and then the Recipient may apply these balances to the continuation and close-out of the program of work beyond this date. The Recipient agrees to report to USAID within two years on how the balances were used for the purposes of this Agreement. In all cases, the Recipient must contact the USAID financial management representative listed below within 90 days of the estimated completion date, in the event of the availability of unspent and uncommitted funds.

10. Other Provisions.

- a. Consistent with numerous United Nations Security Council resolutions, including [S/RES/1269 \(1999\)](#), [S/RES/1368 \(2001\)](#), and [S/RES/1373 \(2001\)](#), 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 this Agreement are used to provide support to individuals or entities associated with terrorism.

b. Special Consideration:

1. USAID contributions should not go towards construction activities.
2. Salary supplements to IEC, IECC, or Media Commission tashkeel staff, or any other entities or organizations should not be funded under this award.
3. USAID funds are separately tracked and reported on a monthly basis, and that UNDP ELECT will not spend financial resources beyond those not previously secured.
4. USAID financial support will be based on the approved UNDP ELECT project document, dated August 27, 2013, and approved annual work plans for calendar years 2013 and 2014. Annual work plans are to be shared with the Technical Working Group a minimum of 30 days prior to starting the new calendar year.
5. No changes, programmatic or financial, can be made to the Project Document and approved budget for 2014 elections cycle unless agreed upon by all donors that comprise the Project Board.
6. Quarterly reports, including programmatic and financial updates should be shared with the donor community no later than 30 days after the end of the reporting period.
7. USG funding cannot be moved to support "on-budget" elections assistance until the steps outlined in the Grant Agreement Risk Management Implementation Note (GARMIN) report are fulfilled and approval to move funding is secured at the Technical Working Group and Project Board.

c. USAID Mailing Addresses:

USAID's technical representative for this Agreement by account is:

Ms. Susana Grau Batlle, E-mail: SGrauBatlle@state.gov , Telephone: 0702-594-361

USAID's financial management representative for this Agreement is:

Mr. Noor Ahmad, E-mail: NAhamd@state.gov , Telephone: 0702-636-386

d. Recipient Mailing Address:

The Recipient's representative for this Agreement is:

Mr. Alvaro Rodriguez, UNDP County Representative

E-mail: alvaro.rodriguez@undp.org.

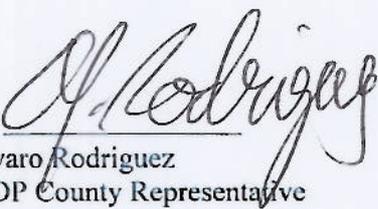
United Nations Development Program (UNDP)

UNDP House, UNOCA Compound, Jalalabad Road

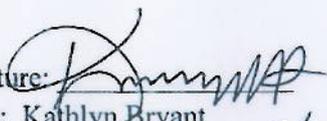
Kabul, Afghanistan

The Recipient's financial management representative for this Agreement is: **AND**
Mir Nadia Nivin, E-mail: nadiay.nivin@undp.org, Telephone: 0791-903-791, esmatullah.wahedi@undp.org

For the Recipient:

Signature: 
Name: Alvaro Rodriguez
Title: UNDP County Representative

For USAID:

Signature: 
Name: Kathlyn Bryant
Title: Agreement Officer
USAID/Afghanistan 9/28/13

ACCOUNTING AND APPROPRIATION DATA

A. SPECIFIC

Accounting Information

Line Item 1:

Requisition No.: 306-13-000178
BBFY: 2012
EBFY: 2013
FUND: ES-OCO
OP: AFGHANISTAN
Prog Area: A09
Dist Code: 306-M
Prog Elem: A041
Team/Div: AFG/DGO
SOC: 4100202
Funded: \$48,400,000.00

Line Item 2:

BBFY: 2012
EBFY: 2013
FUND: ES-OCO
OP: AFGHANISTAN
Prog Area: A09
Dist Code: 306-M
Prog Elem: A041
Team/Div: AFG/DGO
SOC: 4100202
Funded: \$6,600,000.00

B. GENERAL

A.1. Total Estimated USAID Amount: \$55,000,000.00
A.2. Total Obligated Amount: \$55,000,000.00
A.3. DUNS Number: 793511262
A.4. LOC Number: HHS-17A8P

C. PAYMENT OFFICE
M/FM/CMP-LOC/Unit
USAID/Washington
RRB 7.07-107, 134
1300 Pennsylvania Avenue
Washington DC, 20523