

- 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. USAID funds are separately tracked and reported on a monthly basis, and that OSCE will not spend financial resources beyond those not previously secured.
3. USAID financial support will be based on the approved OSCE Projects –Project Summary Document (PSD).
4. All reports, including programmatic and financial updates should be shared with USAID no later than 60 days following the end of the EST project.
5. Recipient will submit quarterly reports to USAID (1-2 pages maximum) on the status of the program, highlighting accomplishments and/or deviations from expected program results.
6. Recipient will submit a final report within 60 days after award completion with the following information:
 - a. Basic identifying information, such as program name, award number, approval date, and country assisted;
 - b. The total cost of the program funded by USAID, actual or estimated counterpart contributions, and the best available estimate of other host country or partner resources that contributed to results achievement;
 - c. Lessons learned from the program so that they can be applied to other USAID programs;
 - d. A summary of performance indicators used and an assessment of their relative usefulness for performance management and reporting;
 - e. Charts and graphs that visually support evaluation of the program;
 - f. Names and contact point of individuals who were directly involved in various phases of the program (planning, achieving, assessing and learning) and who would be good sources of additional information.

c. USAID Mailing Addresses:

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

U.S Embassy Compound
Great Massood Road
Kabul, Afghanistan

USAID's financial management representative for this Agreement is:

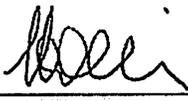
U.S Embassy Compound
Great Massood Road
Kabul, Afghanistan

d. Recipient Mailing Address:

The Recipient's technical representative for this Agreement is:

The Recipient's financial management representative for this Agreement is:

For the Recipient:

Signature: 
Name:
Title: Secretary General

Date: 
20.02.2014

For USAID:

Signature: 
Name:
Title: Agreement Officer
USAID/Afghanistan

Date: Feb 19, 2014

USAID PROGRAM CONTRIBUTION DATA

Accounting Information

Line Item 1:

Requisition No.: REQ-306-14-000071
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: \$1,500,000.00

B. GENERAL

A.1. Total Estimated USAID Amount:	\$1,500,000.00
A.2. Total Obligated Amount:	\$1,500,000.00
A.3. DUNS Number:	524907128

C. PAYMENT OFFICE

Office of Financial and Management (OFM)
USAID/Afghanistan
6180 Kabul Place
Dulles, VA 20189-6180
Email: kabulaidevouchers@usaid.gov