



USAID | AFGHANISTAN

FROM THE AMERICAN PEOPLE

June 15, 2013

Afghanistan Technical Vocational Institute
Kabul, Afghanistan

Subject: Fixed Obligation Grant (FOG) Award No. AID-306-F-13-00005, with Afghanistan Technical Vocational Institute (ATVI)

Dear Mr. Rohsan,

Pursuant to the authority contained in the U.S. Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development ("USAID"), hereby awards to Afghanistan Technical Vocational Institute (ATVI) (hereinafter referred to as "Recipient") the sum of U.S. Dollars (\$1,000,000) payable in U.S. Dollars, according to the Milestone Budget shown in the Schedule, Attachment 1, to support the subject award, as more fully described in the Program Description, Attachment 2.

By signing this Grant Agreement, Recipient agrees to the following:

1. The recipient will comply with the terms and conditions as set forth in the attachments listed following the signature below, which are incorporated as part of the Grant Agreement.
2. The recipient will maintain records of transactions related to the Grant Agreement for at least three years after payment of the final milestone. After the end of the agreement, USAID retains the right, at its discretion, to examine all or a sample of the recipient's records or transactions related to the Grant Agreement where concerns of implementation irregularities arise.
3. USAID is not liable for reimbursing the recipient for any amount in excess of the obligated amount, or outside of the Grant Period, as provided in the Schedule.
4. Unless otherwise provided in the Schedule, title to any equipment or personal property purchased to accomplish any milestones under this Agreement vests in the recipient upon acquisition, with the condition that the recipient must use the equipment or property for the grant as long as it is needed for such.
5. The recipient will obtain the USAID Grant Officer's (GO) written approval prior to any changes to: 1) the activities being supported by this Grant; 2) the fixed amount of this grant; 3) the milestones; or 4) change in the Grant Agreement completion date.
6. USAID will conduct monitoring of the grant program, including site visits as appropriate.
7. Upon submission of the voucher for payment for the final milestone, the Recipient must certify that the grant is completed and the Recipient will make no further claim against the grantor after final payment.
8. This award may be terminated by either party at any time, in whole or in part, 30 calendar days after receipt of written notification by the other party. If USAID terminates this award, the Recipient may submit a claim within 90 calendar days of such termination for any costs incurred in performance of any unpaid or incomplete milestones. The Agreement Officer must determine the amount(s) to be paid by USAID to the recipient under such claim in accordance with the legally applicable Cost Principles.

9. Any dispute under this award will be decided by the Grant Officer (GO). 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.

Please sign the original and each copy of this letter to acknowledge receipt and confirm acceptance of the Grant Agreement, and return the original and all but one copy to the Grant Officer.

Sincerely,



Abdullah Akbar
Grant Officer

Attachments:

- I. Schedule
- II. Program Description
- III. Branding Strategy and Marketing Plan
- IV. Voucher Format
- V. Mandatory Standard Provisions
- VI. Required, As applicable Standard Provisions

ACKNOWLEDGED by Recipient's duly authorized representative:

Signature _____

Name _____

Title: _____

Phone: _____

Email: _____

Date: _____

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I. SCHEDULE

PURPOSE OF GRANT:

The purpose of this grant is to provide support for the program described in Section II Program Description.

GRANT PERIOD:

The effective date of this grant is from June 15, 2013 through June 14, 2015

AMOUNT OF AWARD AND PAYMENT:

1. USAID hereby awards the amount of \$ 1,000,000.00 to the Afghanistan Technical Vocational Institute (ATVI) and payment will be provided based on the successful completion of each milestone under the Fixed Obligation Grant.
2. Payment will be made to the Grantee upon presentation to the Grant Officer Representative (GOR) and USAID Controller at USAID/Afghanistan of an original and two copies of a properly prepared invoice, with a certification that the Milestone being billed has been completed and providing any other documentation required by USAID specified with each milestone. A voucher format may be provided upon award of the Grant Agreement (Attachment 4). Each voucher will be identified by the award number, specify the Milestone that is being billed, and the fixed amount associated with that Milestone. Payment shall be within 30 days after receipt of a proper invoice. The Recipient is encouraged to submit the above referenced payment documentation as e-mail attachments to the e-mail address provided for the Payment Office. Payment documentation may also be submitted in hard copy paper form to the Payment Office.

GRANT AGREEMENT BUDGET:

1. Following is the Schedule of Milestones associated with the program which has been agreed upon between the USAID and the Recipient, for funding under this Grant Agreement.
2. The accomplishment of each Milestone will be based on the successful submittal or completion of the tasks or deliverables delineated for that Milestone.
3. International Travel at lowest economy class is permitted only. Business Class /1st class travel is not allowed under this award. Lodging and per diem rates must comply with U.S. Department of State regulations provided under the following link.

http://aoprals.state.gov/web920/per_diem.asp

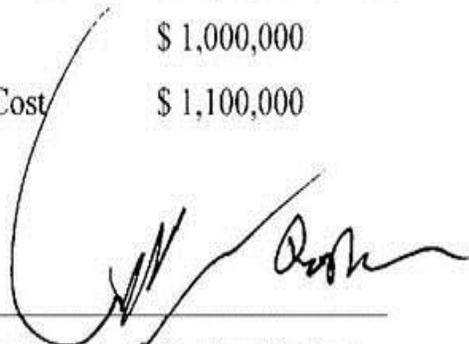
Total Fixed Obligation Grant	\$1,000,000
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ATVI and Third Party Contribution	\$100,000
Total Fixed Obligation Grant	\$1,100,000

13. Approximate Cost of Activity (Cash, In-Kind and Third Party Sources)

Applicant Resources	\$ 75,000 in-kind
Third-Party Resources	\$ 25,000 donations
USAID	\$ 1,000,000
Total Estimated Cost	\$ 1,100,000

Submitted By: _____



Printed: Ambassador (Ret.) Sardar Roshan

Title: President ATVI

Date: June 12, 2013

SPECIAL PROVISIONS

GENDER REQUIREMENTS

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

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

SUB-AWARD REQUIREMENTS (MARCH 2012)

(a) **Applicability:** This section limits the number of tiers of sub-awards to two tiers below the awardee for all Grant. The awardee must not allow lower-tier sub-awards without the express written approval of the Grant Officer.

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

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

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

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

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

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

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

(f) Provisions for specific contract types:

(i) [To be included by CO for use with construction contracts: As required by section XXI .18 of this contract, the Contractor will perform with its own organization, at least _ percent of the work required under the contract.]

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

(i) subsidiaries of the awardee;

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

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

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

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

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

(END OF PROVISION)

DATABASE REPORTING REQUIREMENTS

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

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

(END OF PROVISION)

FRAUD REPORTING

The awardee is required to report on indications of fraud in host-country institutions or other matters that could reasonably be expected to be of foreign policy interest to the U. S. Government's development and stabilization efforts. Corruption, real or perceived, may critically impact USAID programming objectives as might other knowledge the awardee acquires in its normal course of business. This [clause/provision] must not be construed to require the awardee to conduct investigation for such information outside of its normal business practices or to report on matters not directly or indirectly related to USAID programming or the proper use of U.S. Government funds. In the event awardee has special non-disclosure requirements or confidentiality requirements (such as are prevalent in the legal and banking industries), or awardee determines such reporting would conflict with applicable laws, awardee must include a proposal to obtain any necessary waivers from the applicable host-country institution allowing such reporting to the maximum extent possible. Reports under this requirement must be submitted as a deliverable under the award.

(END OF PROVISION)

SPECIAL PROVISION FOR PERFORMANCE IN AFGHANISTAN (JULY 2010):

All recipient personnel deploying to Afghanistan under grants or cooperative agreements with a performance period over 30 days or valued at more than \$100,000 must be accounted for in the Department of Defense maintained Synchronized Pre-deployment and Operational Tracker (SPOT) system. Information about SPOT is available at <http://www.dod.mil/bta/products/spot.html> as well as from the Grant Officer (GO) or Grant Officer's Representative (GOR). 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 Grant Officer (GO) or Grant Officer's Representative (GOR).

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

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

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

changing circumstances.

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

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

HOST COUNTRY TAXES AND DUTIES:

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

GENDER INTEGRATED REQUIREMENTS (DECEMBER 2010):

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

1. The total number of women and girls supported through the agreement on a quarterly basis through Afghan Info;
2. Number of women accessing basic services, including education and health;
3. Number of interventions leading to increased employment and economic opportunities for
4. Women, as well of number of beneficiaries;
5. Number of interventions resulting in increased participation of women in government and civil society;
6. Number of activities supporting legal rights and public access for women; and,

Outcomes for women who have benefited from the agreement. The Recipient shall refer to USAID/Afghanistan's comprehensive Performance Management Plan (PMP) for complete list of gender indicators. To the extent possible, indicators applicable to the agreement will be disaggregated by gender

TERMINATION AND SUSPENSION - OCT 1998:

a. The Grant Officer may terminate this award at any time, in whole or in part, upon written notice to the recipient, whenever it is determined that the recipient has materially failed to comply with the terms and conditions of the award.

b. This award may be terminated at any time, in whole or in part, by the Grant Officer with the consent of the recipient. Both parties shall agree upon termination conditions, including the effective date and, in the case of partial terminations, the portion of the award to be terminated. The Grant to terminate shall be set forth in a letter from the Grant Officer to the recipient.

c. This award may be terminated at any time in whole or in part by the recipient upon sending written notification to the Grant Officer with the following information: the reasons for the termination, the effective date, and, in the case

of a partial termination, the portion to be terminated. However, if USAID determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, USAID may terminate the award in its entirety in accordance with paragraphs (a) or (b) above.

d. If at any time USAID determines that continuation of all or part of the funding for a program should be suspended or terminated because such assistance would not be in the national interest of the United States or would be in violation of an applicable law, then USAID may, following notice to the recipient, suspend or terminate this award in whole or part 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. If the situation causing the suspension continues for 60 days or more, then USAID may terminate this award on written notice to the recipient and cancel that portion of this award which has not been disbursed or irrevocably committed to third parties.

e. Termination and Suspension Procedures. Upon receipt of and in accordance with a termination notice as specified above, the recipient shall take immediate action to minimize all expenditures and obligations financed by this award and shall cancel such un-liquidated obligations whenever possible. Except as provided below, the recipient shall not incur costs after the effective date of termination.

The recipient shall within 30 calendar days after the effective date of such termination repay to the U.S. Government all unexpended USAID funds which are not otherwise obligated by a legally binding transaction applicable to this award. Should the funds paid by USAID to the recipient prior to the effective date of the termination of this award be insufficient to cover the recipient's obligations in the legally binding transaction, the recipient may submit to the Government within 90 calendar days after the effective date of such termination a written claim covering such obligations. The Grant Officer shall determine the amount(s) to be paid by USAID to the recipient under such claim in accordance with the applicable Cost Principles.

VETTING:

I. 4-14.001 (the Grant Officer shall modify as appropriate for assistance awards)

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

(a) The recipient must complete and submit the "USAID Information Form" in appendix B. for:

- (i) Itself, if it is a non-U. S. entity;
- (ii) Each sub recipients or sub recipients of a sub recipients, regardless of the tier, that is a non-U.S. entity; or
- (iii) Each key individual that is a non-U.S. entity.

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

"Non-U.S. entity" means (1) any non-US 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 grant 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 Contracting Officer will provide written instructions to the recipient to terminate the sub-award.

[END OF PROVISION]

II. 4-14.002 [Assistance Awards shall use the ATC as set forth in Appendix D]

Certification Regarding Provision of Support to Persons Engaged in Terrorism

(a) By entering into this grant, the recipient certifies, to the best of its knowledge and belief that:

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

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

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

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

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

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

3. For purposes of this Certification:

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

b. "Terrorist act" means-

(i) An act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.iaj.org/English/Terrorism.asp>); or

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

(iii) Any other act intended to cause death or serious bodily injury) to a civilian, or to any other person not taking an

active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

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

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

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

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

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

[END OF PROVISION]

III. Restrictions on certain foreign purchases (June 2008)

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

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

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

[In addition to the clauses set forth above, the following clause shall be included in any contract, grant or cooperative agreement awarded by USAID (i.e. USAID prime awards only)]

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

II. PROGRAM DESCRIPTION:

Afghanistan Technical Vocational Institute (ATVI) is an Afghan public institution with private management and governed by a Board of Trustees. ATVI is helping rebuild Afghanistan's workforce and economy by empowering younger Afghan generations with the knowledge, skills and training necessary to be well-qualified employees and future employers. Currently, ATVI's main campus in Kabul enrolls over 1200 students, of which 40 percent are women, making it one of a very few truly coeducational institutions in Afghanistan. ATVI East, in Laghman Province, enrolls over 1000. In addition, a third campus is being constructed, with a capacity of 2000 boys and girls, in Lashkargah, the capital city of Helmand Province in the south west of Afghanistan. The UK DFID is funding ATVI Helmand.

PURPOSE

Vision Statement: Afghanistan Technical Vocational Institute (ATVI) as a premier technical vocational education and training institute in Afghanistan providing high-quality, demand-driven courses that equip graduates with the knowledge and tools to become productive professionals in a culturally diverse, global economy. Mission Statement: ATVI, as a self-sustaining public/private partnership, offers technical and vocational programs of excellence designed to prepare its students for employment, as well as to meet the manpower needs to support the economic development of the Islamic Republic of Afghanistan.

BACKGROUND

ATVI is the product of a highly successful public/private partnership with the Government of the Islamic Republic of Afghanistan, the private sector and international sources of assistance. This coeducational, post-secondary technical vocational institute prepares graduates for employment in five sectors:

- business administration

- information and communications technology (ICT)
- horticulture
- construction
- vehicle maintenance

PAST RELATED EXPERIENCE

Since 2007 the ATVI main campus in Kabul has graduated 3679 students (with 32% females) from its two year program. The overall employment rate for our graduates is 75%. The first satellite campus, ATVI East in Laghman, has graduated 850. The results to date demonstrate ATVI's dedication to engaging the youth of Afghanistan in the rebuilding of their country with technical skills that link market demand with real employment opportunities. The interface and engagement of the private sector in establishing a collaborative relationship with ATVI has been a key component in the success to date in placing ATVI's graduates, and to maximizing the contribution of the Institute to the economic development of Afghanistan.

ATVI is unparalleled in scope and purpose because there are currently no other modern, fully equipped Afghan managed and staffed schools in Afghanistan offering formal technical training at the post-secondary level. At its inception in 2007, ATVI received a \$1.8 million donation from ANHAM, a joint venture construction company, which funded the construction and equipping of the Kabul facility, as well as financing the faculty, staff and student scholarships for the initial class. The Government of the Islamic Republic of Afghanistan provided the land for the Kabul campus, and subsequently for the Laghman campus. Since the original infusion of funds by ANHAM, the U.S. Agency for International Development (USAID) has been supporting ATVI's operations as a component of much larger projects implemented by the following major contractors: BearingPoint, Deloitte and, Educational Development Corporation (EDC). USAID provided assistance to ATVI through UN Habitat's Learning for Community Empowerment Program (LCEP-2) during 2012. The ATVI/UN Habitat subcontract agreement, that ended December of 2012, was the continuation of the Skills Training for Afghan Youth (STAY) Project which was administered by the Educational Development Corporation (EDC).

In 2008, and by recommendation of Afghan Government, ATVI became an Afghan Non Profit Organization NGO. During the same year, the Kabul facility was expanded, additional scholarships were granted, and a satellite campus was constructed in Laghman under a USAID financed Capacity Development Program (CDP) which was part of a larger contract with Deloitte.

For its part, the U.S. Corps of Engineers has financed the construction of a materials-testing laboratory, and a teachers training center in the main campus in Kabul. More projects are in the pipeline with USACE, including, students learning resource center, expansion of girls dormitory and a construction design studio.

Award Activity Title: Institutional and Academic Improvement for Competency-Based Technical Vocational Education and Training.

Problem Statement and Analysis

Problem Statement

ATVI has insufficient funding to continue providing much needed training and education for Afghan youth. Analysis

ATVI is uniquely positioned to strengthen the human capacity of the Islamic Republic of Afghanistan by focusing on training for employment. The current challenge is a lack of funding that could negate this potential and cause not only the demise of ATVI, but also a waste millions of dollars of investment from US budget and US private sector contributions.

The institute has proven to be second to none in Afghanistan. However, in order to stay competitive and relevant, it has to be current in the field of technical vocational education and training. While it has advantages of time and place, as well as some excellent people, its methodology needs significant overhaul and improvement to enable ATVI to graduate employable youth. Simply attracting more non-paying students to its limited range of vocational offerings is not the answer.

ATVI's academic and training modules have been proven over the past seven years. That said, the curriculum requires further modernization to meet current and anticipated needs for skills in the job market. The institute has to further capitalize on its record women participation in its current programs by offering training in skill areas that will ensure their employability within cultural norms. Many new computer skill areas such as autoCad, surveying, project management, project scheduling and finance are examples.

ATVI has survived, to date, with donor contributions in the form of scholarship grants by USAID and private donors. A draft sustainability plan has been developed to identify ways to maintain the institute beyond tuition income. By definition vocational and technical education/training is narrow and does not guarantee sufficient return to support the institution. An urgent requirement is to apply the results of the survey as guidance for ATVI to embark on wide range of activities that, in their entirety, will provide for longer-term institutional relevance and sustainability.

Award Objective: Ultimately, ATVI's goal is to become the premier community college level, national coeducational technical and vocational institute in Afghanistan. ATVI has already proven the need for, and impact of, such an institution based on the success of its graduates.

This award aims to support Afghan Technical Vocational Institute (ATVI) main campus in Kabul in providing professional technical vocational education training to qualified Afghan youth and adults. Specifically, this activity will allow ATVI to:

- a. Update ATVI TVET modules for competency-based training and assessment.
- b. Train Trainers to deliver competency-based training and assessment.
- c. Implement updated competency based training programs with private sector and industry participation, i.e., internships, apprenticeship, and industry immersion strategies.
- d. Develop ATVI education management and partnerships with private sector, industry leaders and employers.

RESULT TO BE ACHIEVED, LINKAGE TO GRANT OBJECTIVE AND VERIFIABLE INDICATORS OF ACHIEVEMENT

Result to be Achieved	Linkage to Grant Objective	Indicators of Achievement
Delivery of at least 3 market oriented and competency based curriculum	<p>1) Update ATVI TVET modules for competency-based training and assessment.</p> <p>2) Train Trainers to deliver competency-based training and assessment.</p> <p>3) Implement updated competency based training programs with private sector and industry participation, i.e., internships, apprenticeship, and industry immersion strategies.</p>	<p>1. At least 3 market oriented and competency based curriculum adopted based on existing job and market studies and private sector and industry leader feedback.</p> <p>2. Training of ATVI staff in competency-based methodology and assessment</p> <p>3. Partnership with private sector and industry leaders established.</p> <p>4. Afghan youth enrolled in the new curriculum.</p> <p>5. Updated curriculum with relevant internships and industry immersion component implemented.</p>
Career Counseling for Graduates	Expand private sector participation in the design and delivery of TVET. Implement a robust career counseling center that provides individualized career and placement advice, linkages to private sector employers and vacancy/internship opportunities.	<p>1. Records demonstrate Career Counseling Center staff assisting in the career search and employment process, providing information for higher study, and developing career action plans.</p> <p>2. A formal Graduation ceremony coupled with a Job Fair are organized and implemented. Report on the result of Job Fair.</p>
Improved Governance and Administration	Strengthen ATVI governance and oversight including education and fiduciary management, as well as resource generation and viable	1. Increase stakeholder participation i.e. employees and industry leaders on the Board and empower it. Assign

Result to be Achieved	Linkage to Grant Objective	Indicators of Achievement
	partnerships with private sector and industry leaders.	relevant BOT committees. 2. Adopt new BOT protocol and governing rules that supports transparency and private sector and industry leader participation. 3. Adopt and implement ATVI sustainability plan.

MODIFIED TRAINING AND EDUCATION SYSTEM

1. Develop and update a market oriented and competency based curriculum training using existing job market and labor survey and/or study available, and taking into consideration the feedbacks from stakeholders such as employers, industry leaders, and students. Previous job market surveys and/or studies combined with feedback from employers, students and faculty will ensure a broad consensus is achieved for the appropriate curriculum revisions.
2. The current curriculum, instruction methodology, assessment, and training arrangement (to include internship and/or industry immersion upgraded to duly recognized international standards.
3. Teaching staff will be trained, repositioned and integrated to coincide with the new curriculum. An in-service teacher training program will be made a permanent component of the program.
4. Partnership with project sector and industry leaders for Internships, practicum, and a system of hands on training in public and private firms, for the students, will be established.
- 5) Afghan youth enrolled in the new curriculum targeting more women participation.

CAREER COUNSELING FOR GRADUATES

1. The Career Counseling Center will be staffed with professionals familiar with career and individual counseling, mounting career workshops, producing career handouts/links, providing information on prospective employment opportunities, conducting informational interviews and internships.
2. Providing information on continuing education opportunities.
3. Organizing a mentorship program with alumni, private/public spokespersons and faculty/staff.
4. Graduation ceremony and Career Fair organized.

GOVERNANCE AND ADMINISTRATION

1. The Board of Trustees will be increased to a 9 members and empowered to include industry leaders in key occupancy skill areas.
2. The new BOT committees will be assigned to enhance the professional capabilities of ATVI and facilitate the larger community s support of the Institute.
3. New administrative policies, curriculum and organizational structure will be adopted and put into practice.

4. A Strategic Task Force STF will be empowered under the auspices of the Board of Trustees. The STF will be pursuing the development and sustainability of the institute.

IDENTIFICATION OF BENEFICIARIES, DISAGGREGATED BY GENDER IF POSSIBLE NUMBER AND HOW THEY WILL BENEFIT FROM GRANT

Beneficiaries	Male	Female	Benefits
Teaching Staff	100+	50	Employment
Students (ATVI Kabul campus)	582	497	Equipped with skills for employment after graduation
Career Counseling	323	304	May/June 2013
Graduates – Kabul	323	304	Combined Total 627 Graduates with certified diplomas
Class of 2014-2015	250	250	Benefit from updated systems and modified curriculum. Graduates will be equipped with skills for employment after graduation

KEY PERSONNEL:

The following positions have been designated as key to the successful completion of the objectives of this award. The Recipient should notify USAID at least 30 days in advance of the diversion of any personnel filling such position identified below. Further, the Recipient agrees to notify USAID as soon as possible of the removal of any personnel filling such position identified below.

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CLOSEOUT PLAN:

30 days prior to the completion date of the Grant, the Recipient shall submit a Closeout Plan to the Grant Officer and Grant Officer's Representative (GOR). The closeout plan shall include, at a minimum, an illustrative Property Disposition plan; a delivery schedule for all reports or other deliverables required under the FOG; and a time line for completing all required actions in the Closeout Plan, including the submission date of the final Property Disposition plan to the GOR. The closeout plan shall be approved in writing by the Grant Officer.

III. BRANDING AND MARKING PLAN

“Marking Under USAID-Funded Assistance Instruments,” the Recipient’s Branding and Marking Plan will be approved after award.

IV. VOUCHER FORMAT:

All requests for payment must correspond to a milestone specified in the FOG. Vouchers must list milestones, not costs, as the product, task, deliverable or objective for which reimbursement is being made. Only the GOR or the GO may give administrative approval of recipient vouchers.

Invoices must be submitted using the SF-1034. The preferred method of transmission of invoices is through electronic medium at the following address: KabulAIDvouchers@usaid.gov. Subject line shall read AID-306-F-13-00005 The SF-1034 must be signed, and it must be submitted along with the invoice and any other documentation in Adobe format. If submitting invoices electronically, do not send a paper copy.

Once invoice has been properly submitted, the average time to payment is approximately three weeks.

Paper copy submission: One (1) original of each invoice shall be submitted on an SF -1034 Public Voucher for Purchases and Services Other Than Personal to the Office of Financial Management (OFM) at the following address:

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

V. MANDATORY STANDARD PROVISIONS FOR FIXED OBLIGATION GRANTS TO NONGOVERNMENTAL RECIPIENTS

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: <https://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]

MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE (JUNE 2012)

a. The USAID Identity is the official marking for USAID, comprised of the USAID logo and brandmark with the tagline “from the American people.” The USAID Identity is on the USAID Web site at transition.usaid.gov/branding. Recipients must use the USAID Identity, of a size and prominence equivalent to or greater than any other identity or logo displayed, to mark the following:

(1) Programs, projects, activities, public communications, and commodities partially or fully funded by USAID;

(2) Program, project, or activity sites funded by USAID, including visible infrastructure projects or other physical sites;

(3) Technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web

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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. When this award contains an approved Marking Plan, the recipient must implement the requirements of this provision following the approved Marking Plan.

c. If a "Marking Plan" is not included in this award, the recipient must propose and submit a plan for approval within the time specified by the Grant Officer (GO).

d. The GO 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.

e. 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 Grant Officer’s Representative (GOR) 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."

f. 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 Afghanistan Technical Vocational Institute (ATVI) and do not necessarily reflect the views of USAID or the United States Government.”

g. The recipient must provide the USAID GOR, with two copies of all program and communications materials produced under this award.

h. 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.

i. The recipient may submit a waiver request of the marking requirements of this provision or the Marking Plan, through the GOR, when USAID-required marking would pose compelling political, safety, or security concerns, or have an adverse impact in the cooperating country.

(1) Approved waivers “flow down” to subagreements, including subawards and contracts, unless specified otherwise. The waiver may also include the removal of USAID markings already affixed, if circumstances warrant.

(2) USAID determinations regarding waiver requests are subject to appeal by the recipient, by submitting a written request to reconsider the determination to the cognizant Assistant Administrator.

j. 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]

DRUG TRAFFICKING AND DRUG-FREE WORKPLACE (JUNE 2012)

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.

[END OF PROVISION]

DEBARMENT AND SUSPENSION (JUNE 2012)

a. The recipient must not transact or conduct business under this award with any individual or entity listed on the Excluded Parties List System (www.epls.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 subagreements, including subawards or contracts, entered into under this award.

[END OF PROVISION]

PREVENTING TERRORIST FINANCING (JUNE 2012)

a. The recipient must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism. In addition, the recipient must verify that no support or resources are provided to individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: [Page 30 of 37](http://www.treasury.gov/resource-</p></div><div data-bbox=)

[center/sanctions/SDN-List/Pages/default.aspx](http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml)) or the United Nations Security designation list (online at: http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml).

b. This provision must be included in all subagreements, including contracts and subawards, issued under this award.

[END OF PROVISION]

TRAFFICKING IN PERSONS (JUNE 2012)

a. USAID is authorized to terminate this award, without penalty, if the recipient or its employees, or any subrecipient or its employees, engage in any of the following conduct:

(1) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this award;

(2) Procurement of a commercial sex act during the period of this award; or

(3) Use of forced labor in the performance of this award.

b. For purposes of this provision, “employee” means an individual who is engaged in the performance of this award as a direct employee, consultant, or volunteer of the recipient or any subrecipient.

c. The recipient must include in all subagreements, including subawards and contracts, a provision prohibiting the conduct described in a(1)-(3) by the subrecipient, contractor or any of their employees.

[END OF PROVISION]

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.

EQUAL PARTICIPATION BY FAITH-BASED ORGANIZATIONS (JUNE 2012)

a. Faith-Based Organizations Encouraged.

Faith-based organizations are eligible to compete on an equal basis as any other organization to participate in USAID programs. Neither USAID nor entities that make and administer subawards of USAID funds will discriminate for or against an organization on the basis of the organization's religious character or affiliation. A faith-based organization may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, within the limits contained in this provision. More information can be found at the USAID Faith-Based and Community Initiatives Web site:

http://transition.usaid.gov/our_work/global_partnerships/fbci/ and 22 CFR 205.1.

b. Inherently Religious Activities Prohibited.

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

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

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

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

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

(i) Retains its independence and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct financial assistance from USAID to support any inherently religious activities,

(ii) May use space in its facilities, without removing religious art, icons, scriptures, or other religious symbols, and

(iii) Retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

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

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

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

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

[END OF PROVISION]

VI. REQUIRED, AS APPLICABLE, STANDARD PROVISIONS FOR FIXED OBLIGATION GRANTS TO NONGOVERNMENTAL RECIPIENTS

CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER (OCTOBER 2010)

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

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

- (1) Must notify potential subrecipients that no entity (see definition in paragraph c. of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
- (2) May not make a subaward to an entity unless the entity has provided its DUNS number to you.

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 Sec. __.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

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

- (5) Subrecipient means an entity that:
- (i) Receives a subaward from you under this award; and
 - (ii) Is accountable to you for the use of the Federal funds provided by the subaward.

ADDENDUM (JUNE 2012):

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]

REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (OCTOBER 2010)

a. Reporting of First-Tier Subawards:

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

(ii) For sub-award 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.fsr.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 Sub-recipient Executives:

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

(i) In the sub-recipient's preceding fiscal year, the sub-recipient 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 sub-recipient 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 sub-award. For example, if a sub-award 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 sub-recipient 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 sub-recipient.

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 sub-recipient under an award or sub-award to a non-Federal entity.

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

(3) Sub-award:

(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 sub-recipient.

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

(iii) A sub-award may be provided through any legal agreement, including an agreement that you or a sub-recipient considers a contract.

(4) Sub-recipient means an entity that:

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

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

(5) Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or sub-recipient'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 non-equity 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]