



USAID | AFGHANISTAN

FROM THE AMERICAN PEOPLE

January 19, 2008

Fernando Arocena
Chief of Mission – IOM Afghanistan
International Organization for Migration (IOM)
House No. 1093, Ansari Wat
Behind UNICA Guest House
Kabul, Afghanistan

Subject: Award PIO Cooperative Agreement No. 306-A-00-08-00512-00
Construction of Health and Education Facilities (CHEF) Program.

Dear Mr. Arocena:

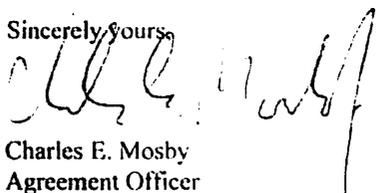
Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development (hereinafter referred to as "USAID" or "Grantor") hereby awards to the International Organization for Migration (IOM) (hereinafter referred to as "IOM" or the "Recipient"), the sum of \$56,773,305.00, to provide Support for the Design and Construction of Hospitals, Mid-Wife Training Centers (MTC) and Provincial Teacher Resource Colleges (PTRC) for the Afghanistan Ministry of Education and Ministry of Public Health, under USAID Strategic Objective 306-007, a Program titled "Construction of Health and Education Facilities (CHEF)" Program described in the Schedule of this award and in Attachment B, entitled "Program Description."

This award is effective and obligation is made as of the date of this letter, and shall apply to expenditures made by the Recipient in furtherance of program objectives during the period beginning with the effective date and ending January 18, 2011. USAID shall not be liable for reimbursing the Recipient for any costs in excess of the obligated amount.

This award is made to the Recipient on condition that the funds will be administered in accordance with the terms and conditions as set forth in Attachment A (the Schedule), Attachment B (the Program Description), and Attachment C (the Standard Provisions), all of which have been agreed to by your organization.

Please sign the original and all enclosed copies of this letter to acknowledge your acceptance of this award, and return the original and all but one copy to the Agreement Officer.

Sincerely yours,


Charles E. Mosby
Agreement Officer

Attachments:

- A--Schedule
- B--Program Description
- C--Standard Provisions

PHOENIX OBLIGATION	
Amount	\$ 10,166,730.52
Requested By:	On _____
Reviewed By:	On _____
Submitted By:	On _____
Document Type:	

10227001
11/11/08

[REDACTED]

ACKNOWLEDGED:

[Handwritten Signature]

International Organization for Migration (IOM)



LORENA LANDO DEPUTY CHIEF OF MISSION
Name and Title of Signer (Type or Print)

Kabul 17 January 2008
Date

A. GENERAL

- 1. Total Estimated USAID Amount: [REDACTED]
- 2. Total Obligated USAID Amount: [REDACTED]
- 3. Cost-Sharing Amount (Non-Federal): [REDACTED]
- 4. Activity Title: [REDACTED]
- 5. USAID Team/Division: [REDACTED]
- 6. Tax I.D. Number: [REDACTED]
- 7. DUNS No.: [REDACTED]
- 8. LOC Number: [REDACTED]

B. SPECIFIC

Operating Unit: [REDACTED]
 Strategic Objective: [REDACTED]
 Benefiting Geo Area: [REDACTED]
 MAARD No.: [REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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ATTACHMENT A - SCHEDULE

A.1 PURPOSE OF AGREEMENT

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

A.2 PERIOD OF AGREEMENT

The effective date of this Agreement is January 19, 2008. The estimated completion date of this Agreement is January 18, 2011. The estimated period of agreement covers warranty periods under construction activities, as well as all closeout activity requirements specified in paragraph A.13.2.5.C below.

A.3 AMOUNT OF AWARD AND PAYMENT

1. The total estimated amount of this award for the period shown in A.2 above is \$56,773,305.
2. USAID hereby makes an initial obligation [REDACTED] for program expenditures as shown in the Agreement Budget below. USAID is not obligated to reimburse the Recipient for the expenditure of amounts in excess of the total obligated amount.
3. The Recipient will be given written notice by the Agreement Officer if additional funds will be added. Additional funds up to the total amount of the grant shown in A.3.1, above may be obligated by USAID through incremental funding modifications subject to availability of funds, mutual agreement of the parties to proceed, and the requirements of the Standard Provision of this Agreement entitled "Revision of Grant Budget".
4. Payment shall be made to the Recipient by "Periodic Advance" in accordance with procedures set forth in the Standard Provisions (see Attachment C of this Agreement).

A.4 AGREEMENT BUDGET

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

Line Item	HEALTH FACILITIES	EDUCATION FACILITIES	TOTAL
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

A.5 SUBSTANTIAL INVOLVEMENT UNDERSTANDING:

It should be understood and agreed that USAID will be substantially involved during performance of this Cooperative Agreement as set forth below. The USAID Cognizant Technical Officer (CTO) is not authorized



to provide any approvals which would constitute: (1) a change to the Program Description found in Attachment-B of this Agreement, which may only be approved by the Agreement Officer; (2) a change to the Cooperative Agreement budget. CTO's approval rights under this paragraph shall be exercised in consultation with the Agreement Officer.

1. Implementation Plan and 100% Design of Facilities:

The CTO will approve the annual implementation plans and any substantive change thereto. The Implementation Plan submitted as part of the proposal is accepted and made part of this award. USAID CTO will approve substantive changes to the Implementation Plan submitted by IOM after award. Approval of the Implementation Plan is required no more often than annually. USAID will also approve 100% designs prior to construction. However, under special circumstances and at the best interest of USAID, USAID may permit the start of the construction work even without the completion of the 100% design. This will not relieve IOM from submitting a final design certification by USAID.

2. Key Personnel:

The Agreement Officer hereby delegates authority to the USAID CTO to approve any replacement of key personnel designated below, and, if not designated below, the filling of any key personnel position.

Key personnel positions are designated as:

Position	[REDACTED]
1. Design Phase	
[REDACTED]	[REDACTED]

3. Subrecipients and Subawards [The following applies only to subawards identified after award of this Cooperative Agreement.]

The USAID CTO must concur on the selection of subrecipients and sub-awards. The CTO's concurrence on the substantive provisions of the subawards is limited to technical and programmatic matters only; such concurrence shall not extend to "contractual"/administrative/financial provisions, which must be in accordance with the terms and conditions of this Cooperative Agreement unless otherwise approved, in advance and in writing, by the Agreement Officer.

4. Collaboration or joint participation of USAID with the recipient in accomplishing specific elements in the program description.



5. Approval by the CTO of IOM Quality Control plan, Safety Plan, Operations and Maintenance Plan and Warranty Plan.
6. Authority of the USAID CTO to halt a construction activity of IOM where identified specifications are not met.
7. Any request for major deviations from the initial design plans shall be made by IOM in writing and submitted to USAID for approval prior to commencement. IOM understands that any non-approved major deviations noted during an inspection shall result in the material or work in violation to be removed and replaced if requested at no additional cost to USAID.

A.6 REPORTING AND EVALUATION

1. Financial and Program Reporting

The Recipient shall prepare and submit a copy of each report required by this agreement to the Development Experience Clearinghouse in electronic (preferred) or paper form to one of the following:

- (a) Via E-mail: docsubmit@dec.edie.org ;
- (b) Via U.S postal service: Development Experience Clearinghouse, 8403 Coleville Road, Suite 210, Silver Spring, MD 20910, USA;
- (c) Via Fax (301) 588-7787; or (d) online at [http:// www.dec.org/index.cmf?fuseaction=docsubmit.home](http://www.dec.org/index.cmf?fuseaction=docsubmit.home)

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

Financial Reporting and Program Reporting shall be accordance with the Standard Provision of this Agreement titled "Audit and Records (USAID Sole Contributor)". Quarterly Program reports are required and will identify and quantify constraints to achievement of activities/results framework.

In addition to the distribution in the provision above, copies of all financial and program reports shall be sent as follows:

One copy to the Agreement Officer and three copies to the Cognizant Technical Officer, as follows:

Agreement Officer
USAID/Afghanistan
6180 Kabul Place
Dulles, VA 20189-6180

Cognizant Technical Officer (CTO)
USAID/Afghanistan
6180 Kabul Place
Dulles, VA 20189-6180

Or in Afghanistan to:

USAID/Afghanistan
U.S. Embassy
Kabul, Afghanistan

The SF 269 or 269a (as appropriate) must be submitted to the Cognizant Technical officer and Financial Management Officer through e-mail: [REDACTED]

2. Database Reporting Requirements:

USAID/Afghanistan uses a management information system (GeoBase) to track program and project information for all mission-funded activities. The purpose of this database is to track 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.

In keeping with monitoring and reporting program performance, the Recipient shall provide at least a quarterly update of information on the activities under the award by entering this information into the USAID/Afghanistan GeoBase system. The Recipient shall enter information via an internet website. USAID will provide the URL address, and a user ID/password. The Recipient shall name one person as the primary point of contact for GeoBase, who will receive training from the USAID Database Manager to utilize the system. A comprehensive Geobase user manual, which will be provided after award, provides detailed information on the required information and processes needed for managing GeoBase.

A.7 TITLE TO PROPERTY

Title to property purchased with funds provided under this agreement will be vested with the Recipient, except for Armored Vehicles. Title to Armored Vehicles will be vested with USAID. Upon completion of the project activities, the Recipient shall dispose of the property in accordance with instructions from the USAID Agreement Officer.

A.8 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this award is 935.

A.9 TERRORIST FINANCING CLAUSE (FEBRUARY 2002)

The grantee is reminded that U.S. Executive Orders and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the responsibility of the grantee to ensure compliance with these Executive Orders and laws. This provision must be included in all contracts or subagreements issued under this grant.

A.10 MARKING UNDER USAID-FUNDING ASSISTANCE INSTRUMENTS (DEC 2005)

(a) Definitions

Commodities mean any material, article, supply, goods or equipment, excluding Recipient offices, vehicles, and non-deliverable items for Recipient's internal use, in administration of the USAID funded grant, cooperative agreement, or other agreement or sub agreement.

Principal Officer means the most senior officer in a USAID Operating Unit in the field, e.g., USAID Mission Director or USAID Representative. For global programs managed from Washington but executed across many countries, such as disaster relief and assistance to internally displaced persons, humanitarian emergencies or immediate post conflict and political crisis response, the Cognizant Principal Officer may be an Office Director, for example, the Directors of USAID/W/Office of Foreign Disaster Assistance and Office of Transition Initiatives. For non-presence countries, the Cognizant Principal Officer is the Senior USAID officer in a regional



USAID Operating Unit responsible for the non-presence country, or in the absence of such a responsible operating unit, the Principal U.S Diplomatic Officer in the non-presence country exercising delegated authority from USAID.

Programs mean an organized set of activities and allocation of resources directed toward a common purpose, objective, or goal undertaken or proposed by an organization to carry out the responsibilities assigned to it.

Projects include all the marginal costs of inputs (including the proposed investment) technically required to produce a discrete marketable output or a desired result (for example, services from a fully functional water/sewage treatment facility).

Public communications are documents and messages intended for distribution to audiences external to the Recipient's organization. They include, but are not limited to, correspondence, publications, studies, reports, audio visual productions, and other informational products; applications, forms, press and promotional materials used in connection with USAID funded programs, projects or activities, including signage and plaques; Web sites/Internet activities; and events such as training courses, conferences, seminars, press conferences and so forth.

Sub Recipient means any person or government (including cooperating country government) department, agency, establishment, or for profit or nonprofit organization that receives a USAID sub award, as defined in 22 CFR 226.2.

Technical Assistance means the provision of funds, goods, services, or other foreign assistance, such as loan guarantees or food for work, to developing countries and other USAID Recipients, and through such Recipients to sub Recipients, in direct support of a development objective – as opposed to the internal management of the foreign assistance program.

USAID Identity (Identity) means the official marking for the United States Agency for International Development (USAID), comprised of the USAID logo or seal and new brand mark, with the tagline that clearly communicates that our assistance is “from the American people.” The USAID Identity is available on the USAID website at www.usaid.gov/branding and USAID provides it without royalty, license, or other fee to Recipients of USAID-funded grants, or cooperative agreements, or other assistance awards

(b) Marking of Program Deliverables

(1) All Recipients must mark appropriately all overseas programs, projects, activities, public communications, and commodities partially or fully funded by a USAID grant or cooperative agreement or other assistance award or sub award with the USAID Identity, of a size and prominence equivalent to or greater than the Recipient's, other donor's, or any other third party's identity or logo.

(2) The Recipient will mark all program, project, or activity sites funded by USAID, including visible infrastructure projects (for example, roads, bridges, buildings) or other programs, projects, or activities that are physical in nature (for example, agriculture, forestry, water management) with the USAID Identity.

The Recipient should erect temporary signs or plaques early in the construction or implementation phase. When construction or implementation is complete, the Recipient must install a permanent, durable sign, plaque or other marking.

(3) The Recipient will mark technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities and other promotional, informational, media, or communications products funded by USAID with the USAID Identity.



(4) The Recipient will appropriately mark events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences and other public activities, with the USAID Identity. Unless directly prohibited and as appropriate to the surroundings, Recipients should display additional materials, such as signs and banners, with the USAID Identity. In circumstances in which the USAID Identity cannot be displayed visually, the Recipient is encouraged otherwise to acknowledge USAID and the American people's support.

(5) The Recipient will mark all commodities financed by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs, and all other equipment, supplies, and other materials funded by USAID, and their export packaging with the USAID Identity.

(6) The Agreement Officer may require the USAID Identity to be larger and more prominent if it is the majority donor, or to require that a cooperating country government's identity be larger and more prominent if circumstances warrant, and as appropriate depending on the audience, program goals, and materials produced.

(7) The Agreement Officer may require marking with the USAID Identity in the event that the Recipient does not choose to mark with its own identity or logo.

(8) The Agreement Officer may require a pre-production review of USAID-funded public communications and program materials for compliance with the approved Marking Plan.

(9) Sub Recipients. To ensure that the marking requirements "flow down" to sub Recipients of sub awards, Recipients of USAID funded grants and cooperative agreements or other assistance awards will include the USAID-approved marking provision in any USAID funded sub award, as follows:

"As a condition of receipt of this sub award, marking with the USAID Identity of a size and prominence equivalent to or greater than the Recipient's, sub Recipient'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 sub Recipient, USAID may, at its discretion, require marking by the sub Recipient with the USAID Identity."

(10) Any 'public communications', as defined in 22 C.F.R. 226.2, funded by USAID, 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 [insert Recipient name] and do not necessarily reflect the views of USAID or the United States Government."

(11) The Recipient will provide the Cognizant Technical Officer (CTO) or other USAID personnel designated in the grant or cooperative agreement with two copies of all program and communications materials produced under the award. In addition, the Recipient will submit one electronic or one hard copy of all final documents to USAID's Development Experience Clearinghouse.

(c) Implementation of marking requirements.

(1) When the grant or cooperative agreement contains an approved Marking Plan, the Recipient will implement the requirements of this provision following the approved Marking Plan.

(2) When the grant or cooperative agreement does not contain an approved Marking Plan, the Recipient will propose and submit a plan for implementing the requirements of this provision within 30 days after the effective date of this provision. The plan will include:



(i) A description of the program deliverables specified in paragraph (b) of this provision that the Recipient will produce as a part of the grant or cooperative agreement and which will visibly bear the USAID Identity.

(ii) the type of marking and what materials the applicant uses to mark the program deliverables with the USAID Identity,

(iii) when in the performance period the applicant will mark the program deliverables, and where the applicant will place the marking,

(3) The Recipient may request program deliverables not be marked with the USAID Identity by identifying the program deliverables and providing a rationale for not marking these program deliverables. Program deliverables may be exempted from USAID marking requirements when:

(i) USAID marking requirements would compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials;

(ii) USAID marking requirements would diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent;

(iii) USAID marking requirements would undercut host-country government "ownership" of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications better positioned as "by" or "from" a cooperating country ministry or government official;

(iv) USAID marking requirements would impair the functionality of an item;

(v) USAID marking requirements would incur substantial costs or be impractical;

(vi) USAID marking requirements would offend local cultural or social norms, or be considered inappropriate;

(vii) USAID marking requirements would conflict with international law.

(4) The proposed plan for implementing the requirements of this provision, including any proposed exemptions, will be negotiated within the time specified by the Agreement Officer after receipt of the proposed plan. Failure to negotiate an approved plan with the time specified by the Agreement Officer may be considered as noncompliance with the requirements in this provision.

(d) Waivers.

(1) The Recipient may request a waiver of the Marking Plan or of the marking requirements of this provision, in whole or in part, for each program, project, activity, public communication or commodity, or, in exceptional circumstances, for a region or country, when USAID required marking would pose compelling political, safety, or security concerns, or when marking would have an adverse impact in the cooperating country. The Recipient will submit the request through the Cognizant Technical Officer. The Principal Officer is responsible for approvals or disapprovals of waiver requests.

(2) The request will describe the compelling political, safety, security concerns, or adverse impact that require a waiver, detail the circumstances and rationale for the waiver, detail the specific requirements to be waived, the



specific portion of the Marking Plan to be waived, or specific marking to be waived, and include a description of how program materials will be marked (if at all) if the USAID Identity is removed. The request should also provide a rationale for any use of Recipient's own identity/logo or that of a third party on materials that will be subject to the waiver.

(3) Approved waivers are not limited in duration but are subject to Principal Officer review at any time, due to changed circumstances.

(4) Approved waivers "flow down" to Recipients of sub awards unless specified otherwise. The waiver may also include the removal of USAID markings already affixed, if circumstances warrant.

(5) Determinations regarding waiver requests are subject to appeal to the Principal Officer's cognizant Assistant Administrator. The Recipient may appeal by submitting a written request to reconsider the Principal Officer's waiver determination to the cognizant Assistant Administrator.

(e) **Non-retroactivity.** The requirements of this provision do apply to any materials, events, or commodities produced prior to January 2, 2006. The requirements of this provision do not apply to program, project, or activity sites funded by USAID, including visible infrastructure projects (for example, roads, bridges, buildings) or other programs, projects, or activities that are physical in nature (for example, agriculture, forestry, water management) where the construction and implementation of these are complete prior to January 2, 2006 and the period of the grant does not extend past January 2, 2006."

A.11 ORDER OF PRECEDENCE

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

Attachment A - Schedule

Attachment B- Program Description

Attachment C – Standard Provisions

A.12. SECURITY

The recipient is responsible for the safety and protection of all its employees and staff.

A.13. SPECIAL PROVISIONS

1. USAID as the Sole Contributor

In the event that IOM secures significant additional funding from other donors to expand the activities contemplated by this award, USAID will work with the Recipient to amend the award, in accordance with the Amendment provision set forth in Attachment C, including modifications to the standard audit and procurement clauses currently required because USAID is the sole contributor to the Recipient with respect to the activities contemplated under this award.

2. Special Program and Reporting Requirements

The overall goal of this program is to construct Hospitals, Mid-Wife Training Centers (MCT) and Provincial Teacher Resource Colleges (PTRC) in various provinces of Afghanistan within the identified budget. The design and construction of two 50-bed Hospitals, two 100-bed Hospitals, two Mid-Wife Training Centers (MCT) and up to twelve Provincial Teacher Resource Colleges (PTRC) is to increase access to quality



medical care and education for all Afghans with a special emphasis on promoting equitable access for women and girls and must enhance teaching and learning; accommodate the needs of all learners to include the handicapped; make efficient use of all available land and resources; and provide safe and modern learning & treatment environment for communities living within the province or in the region of the facilities.

The design and construction shall encompass all elements of IOM's accepted Application as codified in this Agreement. The completion of the program must account for the following:

2.1 General Construction Requirements

1. **Asbestos Containing Materials (ACM)**
ACM's shall not be used in this project unless no other material is available which will perform the required function or where the use of other material would be cost prohibitive. A waiver for the use of ACM must be obtained from the CTO.
2. **Unexploded Ordnance/De-mining (UXO)**
IOM shall be responsible for assuring the site(s) are free of UXO prior to the execution of any work. Removal and disposal of UXO's must conform to the International Mine Action Standards (IMAS).
3. **Construction Offices and Lay-down**
IOM will utilize the existing structure office in Kabul, Mazar, Badakhshan, Gardez and Bamyan cities and set up a temporary office structures on sites in Ghazni, Paktika, Khost, Zabul, Ghor, Badghis, Samangan, Nimroz, Wardak, Panjshir, Parwan, Barmal (Paktika), Wasakhwa (Paktika) and Faryab provinces.

IOM shall erect suitable temporary fences, lighting, and necessary structures to safeguard the site, materials and plant against damage or theft and for the protection of the general public.

2.2. Environmental Assessment/Environmental Protection

Prior to the start of construction, IOM will be required to acquire the services of an environmental engineer familiar with USAID Environmental Assessment procedures to prepare a Scoping Statement and conduct an Environmental Assessment for all sites. The scoping statement will be prepared with input from all project stakeholders and will identify environmental issues and concerns relative to each site. The completed scoping statement must be approved by USAID prior to start of the Environmental Assessment. Wherever a positive determination is made relative to an impact on the environment, the design and construction must be adjusted to mitigate the impact. USAID will provide a sample scoping statement under separate cover outlining the requirements for the Environmental Assessment.

During construction, IOM shall comply with all host nation laws, rules, regulations or standards concerning environmental pollution control and abatement as a result of construction activities.

2.3. Designer of Record

IOM will become the Designer of Record of both schools and assume responsibility for correcting any errors or omissions in the construction documents discovered during the course of construction. The absence of design review comments by USAID shall not relieve IOM from responsibility for correcting any errors or omissions in the construction documents.



2.4. Unlimited Rights

The government shall have unlimited rights to design documents produced by IOM during the execution of this project. This includes: drawings, designs, notes, calculations, specifications, and all other works developed in the performance of this contract and allows the government to use said documents on any other government design or construction project anywhere in the world without approval from, or additional compensation paid, to IOM.

2.5. Reporting Requirements

The following shall be required by IOM after award of the project as a means to assist the CTO in monitoring project activity and to enable project execution:

A. Design

1. Minutes of all meetings related to completion of the design documents
2. Annotated design review comments showing whether a review comment has been rejected, accepted, or withdrawn from consideration.

B. Construction

1. **Weekly On-site Construction Meeting:** A weekly meeting will be held at the job site with field level representatives of the primary stakeholders USAID, (MoPH, MoE, and IOM) to evaluate progress and identify actions/decisions required to execute the work according to scope, schedule, and budget. The weekly on-site meeting will be an opportunity for any stakeholder to visually inspect progress. Minutes of this meeting will be maintained by IOM and checked for progress at each successive meeting.
2. **Bi-weekly (each fortnight) Management Meetings:** Meetings will be held with project managers for USAID, IOM, and MoPH/MoE to discuss construction and funds status. The primary intent of the meeting will be to resolve any issues that cannot be resolved at the field level. Minutes of this meeting will be maintained by IOM and checked for progress at each successive meeting.
3. **Quarterly Report:** IOM will be required to submit a quarterly report which demonstrates the actual technical and financial status to date relative to planned technical and financial goals. This will serve as the primary upward reporting tool for Mission and USAID senior leaders.

C. Closeout Reporting Requirements:

At the close of the agreement, the Recipient must be responsible for the final "Program Activity Completion Report" that clearly and in detail describes the CHEF program activities, inputs, process indicators, impact indicators, recommendations and lessons learned. Specifically:

- (1) A comparison of actual accomplishments with the goals and objectives established for the period, the findings of the investigator, or both. Whenever appropriate and the output of programs or projects can be readily quantified, such quantitative data should be related to cost data for computation of unit costs.
- (2) Reasons why established goals were not met, if appropriate.
- (3) Other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.
- (4) Lessons learned

The following information must be provided with the final Program Activity Completion Report:

- A. Executive summary and detailed report of the scope, schedule, and budget
- B. Overview Map of Hospitals, Mid-Wife Training Centers, and Provincial Teacher Resource Colleges locations
- C. Photographs for each site with before and after pictures, brief description of work, duration, and cost breakdown (i.e. Original cost plus any modifications).
- D. Document showing final payment to prime contractors and release of claims
- E. Warranty inspection results
- F. As-Built drawings and specifications
- G. Bill of Quantities

The format and table of contents must be agreed upon by the Recipient and USAID/Afghanistan CTO at least 90 days prior to the end of the agreement.

The Recipient shall submit one copy of the final program activity completion report to the USAID CTO, and one copy to the Agreement Officer.

In addition, one copy, in electronic (preferred) or paper form of final documents to one of the following: (a) Via E-mail: docsubmit@dec.cdie.org (b) Via U.S. Postal Service: Development Experience Clearinghouse, 8403 Colesville Road, Suite 210, Silver Sprin, MD 20910, USA; (c) Via Fax (301) 588-7787; or (d) Online: <http://www.dec.org/index.cfm?fuseaction=docSubmit.home>. The final report shall include the information described in 22 CFR 226.51(d) covering the full period of this Cooperative Agreement.

2.6. Language

All correspondence between USAID and IOM shall be conducted in English. Dari translations of all documents required for the execution of this project shall be provided to all subcontractors without necessity of demand. IOM shall be solely responsible to ensure that these documents are correctly translated from English to Pashto and/or Dari.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



ATTACHMENT B – PROGRAM DESCRIPTION

**IOM TECHNICAL PROPOSAL AND IOM QUALITY CONTROL MANUAL IS ATTACHED AND
INCORPORATED AS PART OF THE PROGRAM DESCRIPTION**

A handwritten signature in black ink, appearing to be the initials 'H' or 'A' with a stylized flourish.

ATTACHMENT C

I. Mandatory Standard Provisions for Grants to Public International Organizations

1. Allowable Costs
2. Amendment
3. Nonliability
4. Notices
5. Refunds
6. Revision of Grant Budget
7. Termination Procedures
8. International Air Travel and Transportation
9. Ocean Shipment of Goods
10. Procurement of Goods and Services
11. USAID Eligibility of Goods and Services
12. Subagreements
13. Title to and Use of Property (Recipient Title: Over \$50,000)
15. Local Procurement
14. Patent Rights

C.1. ALLOWABLE COSTS (DEC 2003)

a. The grantee will be reimbursed for costs incurred in carrying out the purposes of this grant, which are reasonable, allocable, and allowable.

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

(2) "Allocable" means those costs that are necessary to this grant.

(3) "Allowable" means those costs that are reasonable and allocable, and that conform to any limitations set forth in this grant.

b. The grantee is encouraged to obtain the Agreement Officer's written determination as to whether the cost will be allowable before incurring a questionable or unique cost.

C.2. AMENDMENT (JULY 1988)

The grant may be amended upon mutual consent of the parties by formal modifications to the basic grant document or by means of an exchange of letters between the Agreement Officer and an appropriate official of the grantee.

C.3. NONLIABILITY (JULY 1988)

USAID does not assume liability for any third party claims for damages arising out of this grant.

C.4. NOTICES (DEC 2003)

Any notice given by USAID or the grantee will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

- To the USAID Agreement Officer, at the address specified in the grant.
- To grantee, at the grantee's address shown in the grant or such other address designated within the grant.

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

C.5. REFUNDS (DEC 2003)

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

b. Funds obligated by USAID but not disbursed to the grantee before the grant expires or is terminated will revert to USAID, except for funds committed by the grantee to a legally binding transaction applicable to this grant. Any funds advanced to but not expended by the grantee before the time of expiration or termination of the grant must be refunded to USAID, except for funds committed by the grantee to a legally binding transaction applicable to this grant.

c. If, at any time during the life of the grant, or as a result of final audit, it is determined that USAID funds provided under this grant have been expended for purposes not in accordance with the terms of this grant, the grantee must refund such amount to USAID.

C.6. REVISION OF GRANT BUDGET (DEC 2003)

a. The approved grant budget is the financial expression of the grantee's program as approved during the grant award process.

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

- * (1) To change the scope or the objectives of the program or to add any new activity.
- (2) To revise the funding allocated among program objectives by more than 10 percent of the total budget amount unless the schedule states otherwise.
- (3) Additional funding is needed.
- (4) The grantee expects the amount of USAID authorized funds to exceed its needs by more than \$5,000 or five percent of the USAID award, whichever is greater.

c. Except as required by other provisions of this grant specifically stated to be an exception from this provision, the government will not be obligated to reimburse the grantee for costs incurred in excess of the total amount obligated under the grant. The grantee will not be obligated to continue performance under the grant (including actions under the "Termination Procedures" provision) or otherwise to incur costs in excess of the amount obligated under the grant, unless and until the Agreement Officer notifies the grantee in writing that such obligated amount has been increased and specifies the new grant total amount.

C.7. TERMINATION PROCEDURES (DEC 2003)

This agreement may be terminated by either party, in whole or in part, at any time with 30 days written notice of termination. Upon receiving a termination notice from the Agreement Officer, the grantee must take immediate action to cease all expenditures financed by this grant and to cancel all unliquidated obligations if possible. The grantee may not enter into any additional obligations under this grant after receiving the notice of termination, other than those reasonably necessary to effect the close out of this grant. Except as provided below, no further reimbursement will be made after the effective date of termination. Within 30 days of the effective date of termination, the grantee must repay to the government all unexpended USAID funds that are not otherwise obligated by a legally binding transaction applicable to this grant. If the funds paid by the government to the grantee before the effective date of termination are not sufficient to cover the grantee's obligations under a legally binding transaction, the grantee may submit a written claim for such amount to the government within 90 days after the effective date of termination. The Agreement Officer will determine the amount(s) to be paid by the government to the grantee under such claim in accordance with the "Allowable Costs" provision of this grant.

C.8. INTERNATIONAL AIR TRAVEL AND TRANSPORTATION (JUNE 1999)

a. PRIOR BUDGET APPROVAL

In accordance with OMB Cost Principles, direct charges for foreign travel costs are allowable only when each foreign trip has received prior budget approval. Such approval will be deemed to have been met when:

- (1) the trip is identified. Identification is accomplished by providing the following information: the number of trips, the number of individuals per trip, and the destination country(s).
- (2) the information noted at (a)(1) above is incorporated in: the proposal, the program description or schedule of the award, the annual implementation plan (initial or revisions), or amendments to the award; and
- (3) the costs related to the travel are incorporated in the approved budget of the award.

The Agreement Officer may approve travel which has not been incorporated in writing as required by paragraph (a)(2). In such case, a copy of the Agreement Officer's approval must be included in the agreement file.

b. NOTIFICATION

- (1) As long as prior budget approval has been met in accordance with paragraph (a) above, a separate Notification will not be necessary unless:
- (i) the primary purpose of the trip is to work with USAID Mission personnel, or
 - (ii) the recipient expects significant administrative or substantive programmatic support from the Mission.

Neither the USAID Mission nor the Embassy will require Country Clearance of employees or contractors of USAID Recipients.

- (2) Where notification is required in accordance with paragraph (1)(i) or (ii) above, the recipient will observe the following standards:
- (i) Send a written notice to the USAID Cognizant Technical Officer in the Mission. If the recipient's primary point of contact is a Technical Officer in USAID/W, the recipient may send the notice to that person. It will be the responsibility of the USAID/W Cognizant Technical Officer to forward the notice to the field.
 - (ii) The notice should be sent as far in advance as possible, but at least 14 calendar days in advance of the proposed travel. This notice may be sent by fax or e-mail. The recipient should retain proof that notification was made.
 - (iii) The notification shall contain the following information: the award number, the cognizant Technical Officer, the traveler's name (if known), date of arrival, and the purpose of the trip.
 - (iv) The USAID Mission will respond only if travel has been denied. It will be the responsibility of the Cognizant Technical Officer in the Mission to contact the recipient within 5 working days of having received the notice if the travel is denied. If the recipient has not received a response within the time frame, the recipient will be considered to have met these standards for notification, and may travel.
 - (v) If a subrecipient is required to issue a Notification, as per this section, the subrecipient may contact the USAID Cognizant Technical Officer directly, or the prime may contact USAID on the subrecipient's behalf.

c. SECURITY ISSUES

Recipients are encouraged to obtain the latest Department of State Travel Advisory Notices before traveling. These Notices are available to the general public and may be obtained directly from the State Department, or via Internet.

Where security is a concern in a specific region, recipients may choose to notify the US Embassy of their presence when they have entered the country. This may be especially important for long-term posting.

d. USE OF U.S.-OWNED LOCAL CURRENCY

Travel to certain countries shall, at USAID's option, be funded from U.S.-owned local currency. When USAID intends to exercise this option, USAID will either issue a U.S. Government S.F. 1169, Transportation Request (GTR) which the grantee may exchange for tickets, or issue the tickets directly. Use of such U.S.-owned currencies will constitute a dollar charge to this grant.

e. THE FLY AMERICA ACT

The Fly America Act (49 U.S.C. 40118) requires that all air travel and shipments under this award must be made on U.S. flag air carriers to the extent service by such carriers is available. The Administrator of General Services Administration (GSA) is authorized to issue regulations for purposes of implementation. Those regulations may be found at 41 CFR part 301, and are hereby incorporated by reference into this award.

f. COST PRINCIPLES

The recipient will be reimbursed for travel and the reasonable cost of subsistence, post differentials, and other allowances paid to employees in international travel status in accordance with the recipient's applicable cost principles and established policies and practices which are uniformly applied to federally financed and other activities of the recipient. If the recipient does not have written established policies regarding travel costs, the standard for determining the reasonableness of reimbursement for overseas allowance will be the Standardized Regulations (Government Civilians, Foreign Areas), published by the U.S. Department of State, as from time to time amended. The most current subsistence, post differentials, and other allowances may be obtained from the Agreement Officer.

g. SUBAWARDS

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

C.9. OCEAN SHIPMENT OF GOODS (JUNE 1999)

- a. At least 50% of the gross tonnage of all goods purchased under this award and transported to the cooperating countries shall be made on privately owned U.S. flag commercial ocean vessels, to the extent such vessels are available at fair and reasonable rates.
- b. At least 50% of the gross freight revenue generated by shipments of goods purchased under this award and transported to the cooperating countries on dry cargo liners shall be paid to or for the benefit of privately owned U.S. flag commercial ocean vessels to the extent such vessels are available at fair and reasonable rates for such vessels.
- c. When U.S. flag vessels are not available, or their use would result in a significant delay, the recipient may request a determination of non-availability from the USAID, Transportation and Commodities Division, Office of Procurement, 1300 Pennsylvania Avenue, N.W., Washington, D.C. 20523, giving the basis for the request which will relieve the recipient of the requirement to use U.S. flag vessels for the amount of tonnage included in the determination. Shipments made on non-free world ocean vessels are not reimbursable under this award.

d. The recipient shall send a copy of each ocean bill of lading, stating all of the carrier's charges including the basis for calculation such as weight or cubic measurement, covering a shipment under this agreement to:

U.S. Department of Transportation,
Maritime Administration, Division of National Cargo,
400 7th Street, S.W.,
Washington DC 20590,
and

U.S. Agency for International Development,
Office of Procurement, Transportation Division
1300 Pennsylvania Avenue, N.W.
Washington, DC 20523-7900

e. Shipments by voluntary nonprofit relief agencies (i.e., PVOs) shall be governed by this standard provision and by USAID Regulation 2, "Overseas Shipments of Supplies by Voluntary Nonprofit Relief Agencies" (22 CFR 202).

f. Shipments financed under this award must meet applicable eligibility requirements set out in 22 CFR 228.21.

g. This provision will be included in all subagreements which will finance goods to be shipped on ocean vessels.

C.10. PROCUREMENT OF GOODS AND SERVICES (OCTOBER 1998)

The recipient may use its own procurement policies and practices for the procurement of goods and services under this award, provided they conform to all of USAID's requirements listed below and the standard provision entitled "USAID Eligibility Rules for Goods and Services".

a. General Requirements:

(1) The recipient shall maintain a written code or standards of conduct that shall govern the performance of its employees engaged in the awarding and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such conflict would arise when the employee, officer or agent, or any member of the employee's immediate family, the employee's partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subagreements. However, recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

(2) All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The recipient shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or

eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contracts shall be made to the offeror whose offer is responsive to the solicitation and is most advantageous to the recipient, price, quality, and other factors considered. Solicitations shall clearly establish all requirements that the bidder or offeror shall fulfill in order to be evaluated by the recipient. Any and all offers may be rejected when it is in the recipient's interest to do so.

(3) All recipients shall establish written procurement procedures. These procedures shall provide, at a minimum, that:

- (i) Recipients avoid purchasing unnecessary items,
- (ii) Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement, and
- (iii) Solicitations for goods and services provide for all of the following:
 - (A) A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
 - (B) Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
 - (C) A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
 - (D) The specific features of "brand name or equal" descriptions that bidders are required to meet when such items are included in the solicitation.
 - (E) The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
 - (F) Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.
- (iv) N/A
- (v) The type of procurement instruments used, (e.g. fixed price contracts, cost reimbursable contracts, purchase orders, incentive contracts), shall be determined by the recipient but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting shall not be used.
- (vi) Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed

procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources. Contracts shall not be made with firms or individuals whose name appears on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs." USAID will provide the grantee with copy of this list upon request.

(vii) Recipients shall, on request, make available for USAID, pre-award review and procurement documents, such as request for proposals or invitations for bids, independent cost estimates, etc., when any of the following conditions apply:

(A) A recipient's procurement procedures or operation fails to comply with the procurement standards in this part, and

(B) The procurement is expected to exceed \$10,000.

(viii) The recipient shall document some form of price or cost analysis in its procurement files in connection with every procurement action. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, and market prices, together with discounts.

Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability, and allowability.

(ix) Procurement records and files for purchases in excess of the recipient's own small purchase threshold shall include the following at a minimum:

(A) Basis for contractor selection;

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

(C) Basis for award cost or price.

(x) A system for contract administration shall be maintained to ensure contractor conformance with terms, conditions, and specifications of the contract and to ensure adequate and timely follow up of all purchases. Recipients shall evaluate contractor performance and document, as appropriate, whether contractors have met the terms, conditions, and specifications of the contract.

b. The recipient shall include, in addition to provisions to define a sound and complete contract, the following provisions in all contracts. The following provisions shall also be applied to subcontracts.

(1) Contracts in excess of \$10,000 shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms, and provide for such remedial actions as may be appropriate.

(2) All contracts in excess of \$10,000 shall contain suitable provisions for termination by the recipient, including the manner by which termination will be effected and the basis for

settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

- (3) All negotiated contracts (except those for less than the recipient's small purchase threshold) awarded by the recipient shall include a provision to the effect that the recipient, USAID, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific program for the purpose of making audits, examinations, excerpts and transcriptions.
- (4) In all contracts for construction or facility improvement awarded for more than \$100,000, the recipient shall observe generally accepted bonding requirements.
- (5) Contracts, the principal purpose of which is to create, develop, or improve products, processes, or methods; or for exploration into fields that directly concern public health, safety, or welfare; or contracts in the fields of science or technology in which there has been little significant experience outside of work funded by the U.S. Government, shall contain a notice to the effect that matters regarding rights to inventions, intellectual property, and materials generated under the contract are subject to the regulations included in these grant provisions. The contractor shall be advised as to the source of additional information regarding these matters.

C.II. USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (SEPTEMBER 1998)

a. Ineligible and Restricted Goods and Services: USAID's policies on ineligible and restricted goods and services are contained in ADS Chapter 312. (See ADS 312)

(1) Ineligible Goods and Services. Under no circumstances shall the recipient procure any of the following under this award:

- (i) Military equipment,
- (ii) Surveillance equipment,
- (iii) Commodities and services for support of police or other law enforcement activities,
- (iv) Abortion equipment and services,
- (v) Luxury goods and gambling equipment, or
- (vi) Weather modification equipment.

(2) Ineligible Suppliers. Funds provided under this award shall not be used to procure any goods or services furnished by any firm or individual whose name appears on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs." USAID will provide the recipient with this list upon request.

(3) Restricted Goods. The recipient shall not procure any of the following goods and services without the prior approval of the Agreement Officer:

- (i) Agricultural commodities,
- (ii) Motor vehicles,
- (iii) Pharmaceuticals,
- (iv) Pesticides,

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- (v) Used equipment,
- (vi) U.S. Government-owned excess property, or
- (vii) Fertilizer.

Prior approval will be deemed to have been met when:

- (i) The item is of U.S. source/origin;
- (ii) The item has been identified and incorporated in the program description or schedule of the award (initial or revisions), or amendments to the award; and
- (iii) The costs related to the item are incorporated in the approved budget of the award. Where the item has not been incorporated into the award as described above, a separate written authorization from the Agreement Officer must be provided before the item is procured.

b. Source, Origin, and Nationality: The eligibility rules for goods and services based on source, origin, and nationality are divided into two categories. One applies when the total procurement element during the life of the award is over \$250,000 and the other applies when the total procurement element during the life of the award is not over \$250,000, or the award is funded under the Development Fund for Africa (DFA) regardless of the amount. The total procurement element includes procurement of all goods (e.g. equipment, materials, supplies) and services. Guidance on the eligibility of specific goods or services may be obtained from the Agreement Officer. USAID policies and definitions on source, origin and nationality are contained in 22 CFR 228, Rules on Source, Origin and Nationality for Commodities and Services Financed by the Agency for International Development, which is incorporated into this Award in its entirety. A copy will be provided upon request.

(1) For DFA funded awards or when the total procurement element during the life of the award is valued at \$250,000 or less, the following rules apply:

(i) The authorized source for procurement of all goods and services to be reimbursed under the award is USAID Geographic Code 935, "Special Free World," and such goods and services must meet the source, origin and nationality requirements set forth in 22 CFR 228 in accordance with the following order of preference:

- (A) The United States (USAID Geographic Code 000),
- (B) The Cooperating Country,
- (C) USAID Geographic Code 941, and
- (D) USAID Geographic Code 935.

(ii) Application of Order of Preference: When the recipient procures goods and services from other than U.S. sources, under the order of preference in paragraph (b)(1)(i) above, the recipient shall document its files to justify each such instance. The documentation shall set forth the circumstances surrounding the procurement and shall be based on one or more of the following reasons, which will be set forth in the recipient's documentation:

- (A) The procurement was of an emergency nature, which would not allow for the delay attendant to soliciting U.S. sources,



- (B) The price differential for procurement from U.S. sources exceeded by 50% or more the delivered price from the non-U.S. source,
- (C) Compelling local political considerations precluded consideration of U.S. sources,
- (D) The goods or services were not available from U.S. sources, or
- (E) Procurement of locally available goods and services, as opposed to procurement of U.S. goods and services, would best promote the objectives of the Foreign Assistance program under the award.

(2) When the total procurement element exceeds \$250,000, (unless funded by DFA), the following applies: Except as may be specifically approved or directed in advance by the Agreement Officer, all goods and services financed with U.S. dollars, which will be reimbursed under this award must meet the source, (including origin) and nationality requirements set forth in 22 CFR 228 for the authorized geographic code specified in the schedule of this award. If none is specified, the authorized source is Code 000, the United States.

c. Printed or Audio-Visual Teaching Materials: If the effective use of printed or audio-visual teaching materials depends upon their being in the local language and if such materials are intended for technical assistance projects or activities financed by USAID in whole or in part and if other funds including U.S.-owned or U.S.-controlled local currencies are not readily available to finance the procurement of such materials, local language versions may be procured from the following sources in order of preference:

- (1) The United States (USAID Geographic Code 000),
- (2) The Cooperating Country,
- (3) "Selected Free World" countries (USAID Geographic Code 941),
- (4) "Special Free World" countries (USAID Geographic Code 899).

d. If USAID determines that the recipient has procured any of these specific restricted goods under this award without the prior written authorization of the Agreement Officer, and has received payment for such purposes, the Agreement Officer may require the recipient to refund the entire amount of the purchase.

e. This provision will be included in all subagreements which include procurement of goods or services which total over \$5,000.

C.12. SUBAGREEMENTS (OCTOBER 1998)

a. Subawards shall be made only with responsible recipients who possess the potential ability to perform successfully under the terms and conditions of a proposed agreement. Consideration shall be given to such matters as integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources. Awards shall not be made to firms or individuals whose name appears on the "Lists of Parties Excluded from Federal Procurement

and Nonprocurement Programs." USAID will provide the grantee with a copy of this list upon request.

- b. All subagreements shall at a minimum contain provisions to define a sound and complete agreement in addition to those that are specifically required by any other provisions in this award. Whenever a provision within this award is required to be inserted in a subagreement, the recipient shall insert a statement in the subagreement that in all instances where USAID is mentioned, the recipient's name will be substituted. If subagreements are being made to U.S. organizations, a suggested subaward format incorporating 22 CFR 226 and Standard Provisions will be provided.

**C.13. TITLE TO AND USE OF PROPERTY (RECIPIENT TITLE; OVER \$50,000)
(OCTOBER 1998)**

a. Title to all property financed under this award shall vest in the recipient.

b. The recipient agrees to use and maintain the property for the purpose of the award in accordance with the following procedures:

- 1) The recipient shall not use equipment acquired with U.S. Government funds to provide services to non-U.S. Government outside organizations for a fee that is less than private companies charge for equivalent services.
- 2) The recipient shall use the equipment in the program for which it was acquired as long as needed, whether or not the program continues to be supported by U.S. Government funds and shall not encumber the property without approval of USAID. When no longer needed for the original program, the recipient shall use the equipment in connection with its other Federally-sponsored activities, in the following order of priority:
 - i) Activities sponsored by USAID, then
 - ii) Activities sponsored by other U.S. Government agencies.
- 3) During the time that equipment is used on the program for which it was acquired, the recipient shall make it available for use on other programs if such other use will not interfere with the work on the program for which the equipment was originally acquired. User charges shall be treated as program income.
- 4) When acquiring replacement equipment, the recipient may use the equipment to be replaced as trade-in or sell the equipment and use the proceeds to offset the costs of the replacement equipment subject to the approval of the Agreement Officer.
- 5) The recipient's property management standards for equipment acquired with U.S. Government funds and federally-owned equipment shall include all of the following:
 - i) Equipment records shall be maintained accurately and shall include the following information:
 - A) A description of the equipment,

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- B) Manufacturer's serial number, model number, U.S. Government stock number, national stock number, or other identification number;
 - C) Source of the equipment, including the award number;
 - D) Whether title vests in the recipient, the U.S. Government or other specified entity;
 - E) Acquisition date (or date received, if the equipment was furnished by the U.S. Government) and cost;
 - F) Information from which one can calculate the percentage of U.S. Government participation in the cost of the equipment (not applicable to equipment furnished by the U.S. Government);
 - G) Location and condition of the equipment and the date the information was reported;
 - H) Unit acquisition cost;
 - I) Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a recipient compensated USAID for its share.
- ii) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the difference. The recipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
- iii) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft shall be investigated and fully documented and the recipient shall promptly notify the Agreement Officer.
- iv) Adequate maintenance procedures shall be implemented to keep the equipment in good condition;
- v) Where the recipient is authorized or required to sell the equipment, proper sales procedures shall be established which provide for competition to the extent practicable and result in the highest possible return.
- 6) When the recipient no longer needs the equipment, the equipment may be used for other activities in accordance with the following standards:
- i) For equipment with a current per unit fair market value of \$5,000 or more, the recipient may retain the equipment for other uses provided that compensation is made to USAID for its share.

ii) If the recipient has no need for USAID-financed equipment, the recipient shall request disposition instructions from the Agreement Officer.

A) If so instructed or if disposition instructions are not issued within 120 calendar days after the recipient's request, the recipient shall sell the equipment and reimburse USAID its share. The recipient shall be permitted to deduct and retain from the USAID share \$500 or ten percent of the proceeds, whichever is less, for the recipient's selling and handling expenses.

B) If the recipient is instructed to ship or otherwise dispose of the equipment, the recipient will be reimbursed by USAID for reasonable expenses incurred in disposition.

c. USAID reserves the right to transfer the title to USAID or a third party. The equipment shall be appropriately identified in the award or otherwise made known to the recipient in writing by the Agreement Officer. When USAID exercises its right to take title, the equipment shall be subject to the Standard Provision entitled "Title to and Care of Property" (U.S. Government Title).

d. Within 90 calendar days after the date of completion of the award the recipient shall submit an inventory of all property with the final performance report. The final inventory shall list all equipment acquired with award funds or received from USAID.

e. Title to supplies and other expendable equipment shall vest in the recipient upon acquisition. If there is a residual inventory of new/unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other U.S. Government-sponsored project or program, the recipient may retain the supplies but must compensate USAID for its share. The recipient shall not use supplies acquired with USAID funds to provide services to outside organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by U.S. Government statute as long as the U.S. Government retains an interest in the supplies.

f. Recipients shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired with Federal funds as provided to property owned by the recipient.

g. If the purchase of real property (meaning land, land improvements, structures, and appurtenances thereto) is supported under the award, separate instructions will be provided to the recipient by the Agreement Officer.

C.14. PATENT RIGHTS (JUNE 1993)

a. Definitions:

(1) Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code.

(2) Subject invention means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this agreement.

- (3) Practical application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.
- (4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.
- (5) Small business firm means a small business concern which meets the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively.
- (6) Nonprofit organization means a university or other institution of higher education or an organization which is not organized for profit as described in the laws of the country in which it was organized.

b. Allocation of Principal Rights: The recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the recipient retains title, the Federal Government shall have a non-exclusive, non-transferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the U.S. the subject invention throughout the world.

c. Invention Disclosure, Election of Title, and Filing of Patent Applications by Recipient:

- (1) The recipient shall disclose each subject invention to USAID within two months after the inventor discloses it in writing to recipient personnel responsible for patent matters. The disclosure to USAID shall be in the form of a written report and shall identify the agreement under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological, or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to USAID the recipient shall promptly notify USAID of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the recipient.
- (2) The recipient shall elect in writing whether or not to retain title to any such invention by notifying USAID within two years of disclosure to USAID. However, in any case where publication, on sale, or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period of election of title may be shortened by USAID to a date that is no more than 60 days prior to the end of the statutory period.
- (3) The recipient shall file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The recipient shall file patent applications in

additional countries within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

- (4) Requests for extension of the time for disclosure to USAID, election, and filing may, at the discretion of USAID, be granted.

d. Conditions When the Government May Obtain Title: The recipient shall convey to USAID, upon written request, title to any subject invention:

- (1) If the recipient fails to disclose or elect the subject invention within the times specified in (c) above, or elects not to retain title, USAID may only request title within sixty days after learning of the recipient's failure to report or elect within the specified times.
- (2) In those countries in which the recipient fails to file patent applications within the times specified in (c) above; provided, however, that if the recipient has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of USAID the recipient shall continue to retain title in that country.
- (3) In any country in which the recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on a patent on a subject invention.

e. Minimum Rights to Recipient:

- (1) The recipient shall retain a nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title except if the recipient fails to disclose the subject invention within the times specified in (c) above. The recipient's license extends to its subsidiaries and affiliates, if any, within the corporate structure of which the recipient is a party and includes the right to grant sublicenses of the same scope to the extent the recipient was legally obligated to do so at the time the agreement was awarded. The license is transferable only with the approval of USAID except when transferred to the successor of that party of the recipient's business to which the invention pertains.
- (2) The recipient's license may be revoked or modified by USAID to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions in the 37 CFR Part 4 and agency licensing regulations (if any). This license shall not be revoked in that field of use or the geographical areas in which the recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of USAID to the extent the recipient, its licensees, or its subsidiaries or affiliates have failed to achieve practical application.
- (3) Before revocation or modification of the license, USAID will furnish the recipient written notice of its intention to revoke or modify the license, and the recipient shall be allowed thirty days (or such other time as may be authorized by USAID for good cause shown by the recipient) after the notice to show cause why the license should not be

revoked or modified. The recipient has the right to appeal, in accordance with applicable regulations in 37 CFR Part 404 and Agency regulations, if any, concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.

f. Recipient Action to Protect the Government's Interest:

- (1) The recipient agrees to execute or to have executed and promptly deliver to USAID all instruments necessary to (i) establish or conform the rights the Government has throughout the world in those subject inventions to which the recipient elects to retain title, and (ii) convey title to USAID when requested under paragraph (d) above, and to enable the Government to obtain patent protection throughout the world in that subject invention.
- (2) The recipient agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the grantee each subject invention made under agreement in order that the recipient can comply with the disclosure provisions of paragraph (c) above, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1) above. The recipient shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
- (3) The recipient shall notify USAID of any decision not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.
- (4) The recipient agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: "This invention was made with Government support under (identify the agreement awarded by USAID). The Government has certain rights in this invention."

g. Subagreements and Contracts: The recipient shall include this standard provision suitably modified to identify the parties, in all subagreements and contracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or nonprofit organization. The subrecipient or contractor shall retain all rights provided for the recipient in this standard provision, and the recipient shall not, as part of the consideration for awarding the contract or subagreement, obtain rights in the contractor's or subrecipient's subject inventions.

h. Reporting Utilization of Subject Inventions: The recipient agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the grantee or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the grantee, and such other data and information as USAID may reasonably specify. The recipient also agrees to provide additional reports as may be

requested by USAID in connection with any march-in proceedings undertaken by USAID in accordance with paragraph (j) of this provision. As required by 35 USC 202(c)(5), USAID agrees that, to the extent permitted by law, it shall not disclose such information to persons outside the Government.

- i. **Preference for United States Industry:** Notwithstanding any other provision of this clause, the recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention shall be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by USAID upon a showing by the recipient or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances manufacture in the United States is not commercially feasible.
- j. **March-in Rights:** The recipient agrees that with respect to any subject invention in which it has acquired title, USAID has the right, in accordance with the procedures in 37 CFR 401.6 and any supplemental Agency regulations, to require the recipient, an assignee, or exclusive licensee of a subject invention to grant a non-exclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the recipient, assignee, or exclusive licensee refuses such a request, USAID has the right to grant such a license itself if USAID determines that:
 - (1) Such action is necessary because the recipient or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;
 - (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the recipient, assignee, or their licensees;
 - (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the recipient, assignee, or licensees; or
 - (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a license of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.
- k. **Special Provisions for Awards with Nonprofit Organizations:** If the recipient is a nonprofit organization, it agrees that:
 - (1) Rights to a subject invention may not be assigned without the approval of USAID, except where such assignment is made to an organization which has as one of its primary functions the management of inventions; provided that such assignee shall be subject to the same provisions as the recipient.
 - (2) The recipient shall share royalties collected on a subject invention with the inventor, including Federal Employee coinventors, when USAID deems it appropriate when the subject invention is assigned in accordance with 35 USC 202(e) and 37 CFR 401.10;

- (3) The balance of any royalties or income earned by the recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, shall be utilized for the support of scientific research or education.
- (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms, and it will give preference to a small business firm when licensing a subject invention if the recipient determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the recipient is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the grantee. However, the recipient agrees that the Secretary of Commerce may review the recipient's licensing program and decisions regarding small business applicants, and the recipient shall negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the recipient could take reasonable steps to more effectively implement the requirements of this subparagraph (k)(4).

I. Communications: Communications concerning this provision shall be addressed to the Agreement Officer at the address shown in this agreement.

II. Required as Applicable Standard Provisions for Grants to Public International Organizations

The following standard provisions are required to be used when applicable. Applicability statements are contained in the parenthetical statement preceding the standard provision. When a standard provision is determined to be applicable in accordance with the applicability statement, the use of such standard provision is mandatory unless a deviation has been approved in accordance with ADS 308.3.12.

1. Audit and Records (Standard)
2. Audit and Records (USAID Sole Contributor)
3. Audit and Records (UN Grants)
4. Investment Promotion
5. Payment (Periodic Advance)
6. Payment (Letter of Credit)
7. Payment (Cost Reimbursement)
8. Prohibition of Assistance to Drug Traffickers
9. Terrorist Financing Clause
10. Terrorist Financing Clause (UN Grants)
11. Publications and Media Releases
12. Reporting of Foreign Taxes
13. Foreign Government Delegations to International Conferences
14. Implementation of the United States Leadership Against HIV/AIDS, Tuberculosis and Malaria Act of 2003
15. Anti-Trafficking Activities
16. USAID Disability Policy
17. Standards for Accessibility for the Disabled in USAID Assistance Awards Involving Construction

C.1. AUDIT AND RECORDS (STANDARD) (DEC 2003)

(This provision is applicable when USAID is not the sole contributor to the grant program.)

The grantee is required to maintain books, records, documents, and other evidence in accordance with the grantee's usual accounting procedures to sufficiently substantiate charges to the grant. The grantee confirms that this program will be subject to an independent audit in accordance with the Grantee's usual auditing procedures, and agrees to furnish copies of these audit reports to USAID along with such other related information as may be reasonably requested by USAID with respect to questions arising from the audit report.

C.2. AUDIT AND RECORDS (USAID SOLE CONTRIBUTOR) (DEC 2003)

(This provision is applicable when USAID is the sole contributor to the grant program.)

The grantee is required to maintain books, records, documents, and other evidence in accordance with the grantee's usual accounting procedures to sufficiently substantiate charges to the grant. The grantee agrees to make available to USAID or the Comptroller General of the United States all records and documents that support expenditures made under this program.

C.3. AUDIT AND RECORDS (UN GRANTS) (July 1988)

(This provision is applicable to grants to the United Nations when USAID is not the sole contributor. When this provision is used, the "Reporting and Evaluation" clause in the grant schedule should be deleted.)

a. The grantee agrees to furnish the U.S. Government with a final report on activities carried out under this grant, including accounting for grant funds in sufficient detail to enable USAID to liquidate the grant. The report must be submitted to the U.S. Mission to the UN in New York for forwarding to the USAID program office.

b. It is understood that financial records, including documentation to support entries on accounting records and to substantiate charges against the grant, will be maintained in accordance with the grantee's usual accounting procedures, which must follow generally accepted accounting practices. All such financial records must be maintained for at least three years after the final disbursement of funds under this grant.

c. The grantee confirms that the grant account will be audited applying established procedures under appropriate provisions of the financial regulations and rules of the United Nations.

C.4. INVESTMENT PROMOTION (DEC 2003)

*(This provision is required when the grant funds "gray-area activities" as defined in ADS 225.3.16 or investment-related activities where specific activities are not identified at the time of obligation but could be for investment-related activities.)

a. Except as specifically set forth in the grant or otherwise authorized by USAID in writing, no funds or other support provided by this grant may be used for any activity that involves investment promotion in a foreign country.

b. In the event the grantee is requested or wishes to provide assistance in the above area or requires clarification from USAID as to whether the activity would be consistent with the limitation set forth above, the grantee must notify the Agreement Officer and provide a detailed description of the proposed activity. The grantee must not proceed with the activity until advised by USAID that it may do so.

c. The grantee must ensure that its employees and any sub-recipients or contractors providing investment promotion services under this grant are made aware of the restrictions set forth in this clause and must include this clause in all contracts and other sub-agreements.

C.5. PAYMENT (PERIODIC ADVANCE) (DEC 2003)

(This provision is applicable when (i) the grantee maintains procedures to minimize the time elapsing between the transfer of funds and the disbursement thereof, and (ii) the grantee's financial management system meets generally accepted accounting standards for funds control and accountability.)

a. Periodic advances will be limited to the minimum amounts needed to meet the recipient's current disbursement needs and must be scheduled so that the funds are available to the grantee as close as is administratively feasible to the actual disbursements by the grantee for program costs. Cash advances made by the grantee to secondary recipients or the grantee's field organizations must conform substantially to the same standards of timing and amount as apply to cash advances by USAID to the grantee.

b. The grantee may submit requests for advances (using an SF-270, Request for Advance or Reimbursement) no more than once monthly to the paying office specified in the grant letter. Requests must state the estimated disbursements to be made during the period covered by the request, less the estimated balance of cash on hand at the beginning of the period and the advance amount being requested.

c. The grantee must submit an SF-269A, Financial Status Report, quarterly, no later than 30 days after the end of the period, to the paying office specified in the grant letter. The report must show disbursements, advances received, and any cash remaining on hand for the period covered by the report. Within 90 days following the expiration of the grant, the grantee must submit an SF-269A showing total disbursements, total advances received, and any cash remaining on hand, which the grantee must refund to USAID.

d. If at any time the USAID Controller determines that the grantee has demonstrated an unwillingness or inability to (i) establish procedures that will minimize the time elapsing between cash advances and the disbursement thereof, (ii) report cash disbursements and balances in a timely manner as required by the terms of the grant, or (iii) impose the same standards of timing of advances and reporting on any sub-recipient or any of the grantee's overseas field organizations, the USAID Controller will advise the Agreement Officer, who may suspend or revoke the advance payment procedure.

C.6. PAYMENT (LETTER OF CREDIT) (DEC 2003)

(This provision is applicable when a Letter of Credit is requested by the grantee and approved by USAID's Office of Financial Management.)

a. Payment under this grant will be by means of a Letter of Credit (LOC) in accordance with the terms and conditions of the LOC and any instructions issued by the USAID Bureau for Management, Office of Financial Management, Cash Management and Payment Division (M/FM/CMP).

b. As long as the LOC is in effect, the terms and conditions of the LOC and any instructions issued by M/FM/CMP constitute the payment conditions of this grant superseding and taking precedence over any other clause of this grant concerning payment.

c. The grantee should have written procedures that minimize the time elapsing between the transfer of funds and disbursement by the recipient. The grantee must exercise prudent management of Federal funds by drawing only those funds that are required for current use. The timing and the amount of the drawdown must be as close as is administratively feasible to the actual disbursements by the grantee for direct program or activity costs and the proportionate share of any allowable indirect costs.

d. If the LOC is revoked, payment may be made on a cost-reimbursement basis, in accordance with paragraph (f) of this clause.

e. Revocation of the LOC is at the discretion of M/FM/CMP after consultation with the Agreement Officer. Notification to the recipient of revocation must be in writing and must specify the reasons for such action.

f. If the LOC is revoked, the grantee must submit to the USAID Controller an original and three copies of SF-1034, Public Voucher for Purchases and Services Other Than Personal, and SF-1034A, Continuation of SF-1034, normally once a month, but in any event no less than quarterly. Each voucher must be identified by the grant number and must state the total costs for which reimbursement is being requested.

C.7. PAYMENT (COST-REIMBURSEMENT) (DEC 1988)

(This provision is applicable when the grantee does not meet the standards for a letter of credit or for periodic advances.)

The grantee must submit to the paying office indicated in the grant letter an original and three copies of SF-1034, Public Voucher for Purchases and Services Other Than Personal and SF-1034A, Continuation of SF-1034, normally once a month, but in any event no less than quarterly. Each voucher must be identified by the grant number and must state the total costs for which reimbursement is being requested.

C.8. PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (DEC 2003)

(This provision is applicable when the grant includes at least \$100,000 in covered assistance to a covered country, as described in ADS 206.)

a. The grantee must make such reasonable efforts as are necessary to ensure that no funds or other support under this agreement are diverted in support of drug trafficking.

(If there are Covered Participants (see ADS 206.6) specifically identified by USAID, add the following paragraph.)

b. USAID reserves the right to terminate assistance to, or take or take other appropriate measures with respect to, any participant approved by USAID who is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

(If the grantee will make loans of more than \$1,000, add the following paragraphs.)

c. For any loan over \$1,000 made under this agreement, the recipient must insert a clause in the loan agreement stating that the loan is subject to immediate cancellation, acceleration, recall, or refund to the recipient if the borrower or a key individual of a borrower is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

d. Upon notice by USAID of a determination under section (c) and at USAID's option, the recipient agrees to immediately cancel, accelerate, or recall the loan, including refund in full of the outstanding balance. USAID reserves the right to have the loan refund returned to USAID.

(If there is a subrecipient designated by USAID, add the following paragraphs, modified to fit the category of subrecipient, e.g., if the designated subrecipient is a U.S. NGO, review is not required and subparagraph (1) can be deleted.)

e. The recipient agrees not to disburse, or sign documents committing the recipient to disburse, funds to a subrecipient designated by USAID ("designated subrecipient") until advised by USAID that (1) any United States Government review of the designated subrecipient and its key individuals has been completed; (2) any related certifications have been obtained; and (3) the assistance to the designated subrecipient has been approved.

f. The recipient must insert the following clause, or its substance, in its agreement with the designated subrecipient:

" (Name of recipient) reserves the right to terminate this agreement or take other appropriate measures if (the subrecipient) or a key individual of (the subrecipient) is found to have been convicted of a narcotic offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140."

C.9. TERRORIST FINANCING CLAUSE (FEBRUARY 2002)

(For grants to all PIOs other than the UN or UN Agencies, the following provision is required.)

The grantee is reminded that U.S. Executive Orders and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the responsibility of the grantee to ensure compliance with these Executive Orders and laws. This provision must be included in all contracts or subagreements issued under this grant.

C.10. TERRORIST FINANCING CLAUSE (UN GRANTS) (MAY 2003)

(This provision is applicable to grants to the United Nations or UN Agencies)

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 grant agreement are used to provide support to individuals or entities associated with terrorism.

C.11. PUBLICATIONS AND MEDIA RELEASES (DEC 2003)

(This provision is applicable when publications are financed under the grant.)

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

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

b. The grantee must provide the relevant strategic objective or results package team with one copy of all published works developed under this grant and with lists of other written work produced under the grant.

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

C.12. REPORTING OF FOREIGN TAXES (March 2006)

(This provision is applicable to all USAID agreements that obligate or subobligate FY 2003 or later funds except for agreements funded with Operating Expense, Pub. L. 480 funds, or trust funds, or agreements where there will be no commodity transactions in a foreign country over the amount of \$500.)

a. The recipient must annually submit a report by April 16 of the next year.

b. Contents of Report. The report must contain:

(i) Contractor/recipient name.

(ii) Contact name with phone, fax and email.

(iii) Agreement number(s).

(iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.

(v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of

commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).

- (vi) Any reimbursements received by the Recipient during the period in (iv) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (iv) received through March 31.
 - (vii) Report is required even if the recipient did not pay any taxes during the report period.
 - (viii) Cumulative reports may be provided if the recipient is implementing more than one program in a foreign country.
- c. Definitions. For purposes of this clause:
- (i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
 - (ii) "Commodity" means any material, article, supply, goods, or equipment.
 - (iii) "Foreign government" includes any foreign governmental entity.
 - (iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.
- d. Where. Submit the reports to: [insert address and point of contact at the Embassy, Mission or FM/CMP as appropriate. see b. below] [optional with a copy to]
- e. Subagreements. The recipient must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements.
- f. For further information see <http://www.state.gov/m/rm/c10443.htm>.

**C.13. FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES
(January 2002)**

(Include this provision in agreements funded from the following accounts:

- Development Assistance, including assistance for sub-Saharan Africa,
- Child Survival and Disease Programs Fund, and
- Micro and Small Enterprise Development Program Account.)

Funds in this agreement may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in the ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences or as approved by the Agreement Officer".

**C.14. IMPLEMENTATION OF THE UNITED STATES LEADERSHIP AGAINST HIV/AIDS,
TUBERCULOSIS AND MALARIA ACT OF 2003**

I. Eligibility

(These provisions must be included in the Standard Provisions of any new grant or cooperative to a public international organization financed with FY 04-FY 08 HIV/AIDS funds or modification to an existing grant or cooperative agreement that adds FY 04-FY 08 HIV/AIDS funds.)

A. ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (JUNE 2005)

An organization that is otherwise eligible to receive funds under this agreement to prevent, treat, or monitor HIV/AIDS shall not be required to endorse or utilize a multisectoral approach to combatting HIV/AIDS, or to endorse, utilize, or participate in a prevention method or treatment program to which the organization has a religious or moral objection.

B. CONDOMS (JUNE 2005)

Information provided about the use of condoms as part of projects or activities that are funded under this agreement shall be medically accurate and shall include the public health benefits and failure rates of such use and shall be consistent with USAID's fact sheet entitled, "USAID: HIV/STI Prevention and Condoms. This fact sheet may be accessed at: http://www.usaid.gov/our_work/global_health/aids/TechAreas/prevention/condomfactsheet.html"

II. Limitation on the Use of Funds

(The following must be included in the Standard Provisions of any grant or cooperative or subagreement funded with FY 04-08 HIV/AIDS funds with a public international organization.)

C. PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (JUNE 2005)

(a) The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

(b) Except as noted in the second sentence of this paragraph, as a condition of entering into this agreement or any subagreement, a non-governmental organization or public international organization recipient/subrecipient must have a policy explicitly opposing prostitution and sex trafficking. The following organizations are exempt from this paragraph: the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.

(c) The following definition applies for purposes of this provision:

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act. 22 U.S.C. 7102(9).

(d) The recipient shall insert this provision, which is a standard provision, in all subagreements.

(e) This provision includes express terms and conditions of the agreement and any violation of it shall be grounds for unilateral termination of the agreement by USAID prior to the end of its term.

C.15. ANTI-TRAFFICKING ACTIVITIES (July 2004)

(The following provision must be included as a Standard Provision in any new or modified grant or cooperative to a Public International Organization that uses funds made available for activities related to human trafficking funded from any year program resources.)

“PROHIBITION ON THE USE OF FEDERAL FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF PROSTITUTION - ASSISTANCE (JULY 2004)

(a) The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this agreement may be used to promote, support, or advocate the legalization or practice of prostitution. Nothing in the preceding sentence shall be construed to preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked.

(b) [This subsection (b) only applies to PIOs receiving U.S. Government funds to carry out programs that target victims of severe forms of trafficking as either prime awardees or subawardees.]

(1) For programs that target victims of severe forms of trafficking, as a condition of entering into this agreement or subagreement, the recipient/subrecipient agrees that in its activities outside of the United States and its possessions it does not promote, support, or advocate the legalization or practice of prostitution. The preceding sentence shall not apply to organizations that provide services to individuals solely after they are no longer engaged in activities that resulted from such victims being trafficked.

(2) The following definitions apply for purposes of this clause:

FOREIGN NON-GOVERNMENTAL ORGANIZATION – The term “foreign non-governmental organization” means an entity that is not organized under the laws of any State of the United States, the District of Columbia or the Commonwealth of Puerto Rico.

SEVERE FORMS OF TRAFFICKING IN PERSONS. -- The term “severe forms of trafficking in persons” means—

(A) sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(B) the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(c) The recipient shall insert this provision in all sub-agreements under this award.

(d) This provision includes express terms and conditions of the agreement and any violation of it shall be grounds for unilateral termination, in whole or in part, of the agreement by USAID prior to the end of its term.”

C.16. USAID DISABILITY POLICY (Dec 2004)

(Whenever practicable, the following provision should be included in any new or modified grant or cooperative to a Public International Organization.)

(a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website:
<http://www.usaid.gov/about/disability/DISABPOL.FIN.html>.

(b) USAID therefore requires that the recipient not discriminate against people with disabilities in the implementation of USAID funded programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing the program under this grant or cooperative agreement. To that end and to the extent it can accomplish this goal within the scope of the program objectives, the recipient should demonstrate a comprehensive and consistent approach for including men, women and children with disabilities.”

C.17. STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID ASSISTANCE AWARDS INVOLVING CONSTRUCTION (SEPT 2004)

(The following provision must be included in assistance awards and modifications involving construction.)

“STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID ASSISTANCE AWARDS INVOLVING CONSTRUCTION (September 2004)

(a) One of the objectives of the USAID Disability Policy is to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities. As part of this policy USAID has established standards for any new or renovation construction project funded by USAID to allow access by people with disabilities (PWDs). The full text of the policy paper can be found at the following website:
http://www.usaid.gov/about/disability/financed_construction.html.

(b) USAID requires the recipient to comply with standards of accessibility for people with disabilities in all structures, buildings or facilities resulting from new or renovation construction or alterations of an existing structure.

(c) The recipient will comply with the host country or regional standards for accessibility in construction when such standards result in at least substantially equivalent accessibility and usability as the standard provided in the Americans with Disabilities Act (ADA) of 1990 and the Architectural Barriers Act (ABA) Accessibility Guidelines of July 2004. Where there are no host country or regional standards for universal access or where the host country or regional standards fail to meet the ADA/ABA threshold, the standard prescribed in the ADA and the ABA will be used.

(d) **New Construction.** All new construction will comply with the above standards for accessibility.

(e) **Alterations.** Changes to an existing structure that affect, or could affect, the usability of the structure will comply with the above standards for accessibility unless the recipient obtains the Agreement Officer's advance approval that compliance is technically infeasible or constitutes an undue burden or both. Compliance is technically infeasible where structural conditions would require removing or altering a load-bearing member that is an essential part of the structural frame or because other existing physical or site constraints prohibit modification or addition of elements, spaces, or features that are in full and strict compliance with the minimum requirements of the standard. Compliance is an undue burden where it entails either a significant difficulty or expense or both.

(f) **Exceptions.** The following construction related activities are excepted from the requirements of paragraphs (a) through (d) above: (1) Normal maintenance, re-roofing, painting or wallpapering, or changes to mechanical or electrical systems are not alterations and the above standards do not apply unless they affect the accessibility of the building or facility; and (2) emergency construction (which may entail the provision of plastic sheeting or tents, minor repair and upgrading of existing structures, rebuilding of part of existing structures, or provision of temporary structures) intended to be temporary in nature. A portion of emergency construction assistance may be provided to people with disabilities as part of the process of identifying disaster- and crisis-affected people as "most vulnerable."
(End of Provision)

