



USAID
FROM THE AMERICAN PEOPLE

AFGHANISTAN

AUG 15 2012

[REDACTED]

Subject: Fixed Obligation Grant (FOG) Award No. AID-306-F-12-00009, under APS 306-10-0020 with MEDICA.

[REDACTED]

Pursuant to the authority contained in the U.S. Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development ("USAID"), hereby awards to ("MEDICA"), the sum of \$999,751.00 payable in U.S, according to the Milestone Budget shown in the Schedule, Attachment 1, to support the subject award, as more fully described in the Program Description, Attachment 2.

The Grant Period is as provided in the Schedule. USAID is not liable for reimbursing the Recipient for any amount in excess of the obligated amount.

This FOG is subject to the terms and conditions as set forth in the attachments listed following the signature below, which together constitutes the entire Grant Agreement and have been agreed to by your organization.

By signing this Grant Agreement, Recipient agrees to:

1. Maintain records of transactions related to the Grant Agreement for at least three years after payment of the final milestone. After the end of the agreement, USAID retains the right, at its discretion, to examine all or a sample of the recipient's records or elated to the Grant Agreement where concerns of implementation irregularities arise.
2. Unless otherwise provided in the Schedule, title to any equipment or personal property purchased to accomplish any milestones under this Agreement vests in the recipient upon acquisition, with the condition that the recipient must use the equipment or property for the grant as long as it is needed for such.
3. The USAID Grant Officer must provide prior written approval for any changes to: 1) the activities being supported by this grant; 2) the fixed amount of this grant; 3) the milestones; or 4) change in the Grant Agreement completion date.
4. USAID will conduct monitoring of the grant program, including site visits as appropriate.
5. On submission of the voucher for payment for the final milestone, the Recipient must certify that the grant is completed and the Recipient will make no further claim against the grantor after final payment.

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

Sincerely,

Michael Ashkouri
Grant Officer

1. Schedule	4
1. PURPOSE OF GRANT:	4
2. GRANT PERIOD:	4
3. AMOUNT OF AWARD AND PAYMENT:	4
4. BUDGET:	4
5. SPECIAL PROVISIONS:	4
6. KEY PERSONNEL:	14
7. TITLE TO PROPERTY:	14
8. OPERATION AND TRAVELS:	14
9. AFGHAN INFORMATION SYSTEM:	14
10. HOST COUNTRY TAXES AND DUTIES:	14
11. GENDER INTERGRATION REQUIREMENTS (DECEMBER 2010):	14
13. CLOSEOUT PLAN:	16
14. VETTING:	16
3. BRANDING STRATEGY AND MARKING PLAN:	22
4. VOUCHER FORMAT:	23
5. MANDATORY STANDARD PROVISIONS FOR FIXED OBLIGATION GRANTS TO NONGOVERNMENTAL RECIPIENTS.....	24
6. REQUIRED, AS APPLICABLE, STANDARD PROVISIONS FOR FIXED OBLIGATION GRANTS TO NONGOVERNMENTAL RECIPIENTS:	38

under this award. Lodging and per diem rates must comply with U.S. Department of State regulations provided under the following link. http://aoprals.state.gov/web920/per_diem.asp

MEDICA MILESTONE PLAN:

●	██████████	██████████	██████████	██████████
●	████████████████████	██████████	██████████	██████████
●	████████████████████ ████████████████████	██████████ ██████████ ██████████	██████████	██████████
●	████████████████████ ████████████████████ ████████████████████	██████████ ██████████ ██████████	██████████	██████████
●	████████████████████	██████████ ██████████ ██████████	██████████	██████████
●	████████████████████	██████████ ██████████ ██████████	██████████	██████████
		██████████		██████████

In addition to the above setup milestones, MEDICA should follow the following table in order to enhance the MEDICA's current management, financial, administration. USAID will not be funding the following USAID recommendations.

1. Review and if necessary update manuals for Accounting, Reporting and Financial Management Function, covering at least (a) system application controls, (b) defined accounting policies, (c) budgeting and budgetary controls, (d) day to day accounting procedures, (e) asset management, (f) books of account, (g) cash management, (h) commitment accounting, (i) cost sharing, (j) advances, (k) travel, (l) reconciliations, (m) standard documents, and (n) record maintenance;
2. Bank account signatories to be updated (at least three signatories from which two must sign in each check);
3. Segregation of duties in Finance, procurement, administration/logistics and HR should be reviewed and updated if required;
4. Organization chart to be updated;
5. Follow up on prior audit recommendations;

6. Adapting regular (monthly and/or quarterly) financial reports to be prepared and documented;
7. Bank reconciliations to be conducted regularly and document for future references;
8. Travel policies to be established /updated; and
9. Conduct periodical (annual and/or semi-annual) physical inventory of the organization's assets;

2. Program Description

1. EXECUTIVE SUMMARY:

The target country(ies): The project is going to be implemented in Afghanistan, Herat, Kabul and Mazar –e Sharif Cities

a) Project synopsis:

The action addresses legal and social protection of women and girls at risk and women survivors of violence, by using a holistic working approach: on one hand offering direct legal aid services to women and girls and simultaneously carrying out advocacy, working with the government institutions and non government organizations to improve rule of law and formal justice system. Thereby the action contributes to bringing a sustainable change in the political and social situation of women.

Overall objective:

To enhance access for Afghan women and girls at risk to legal aid (professional legal counseling and civil/criminal defense), to social protection services (professional family counseling and mediation) and to social inclusion (re-integration into family or society).

Activities:

- a. Legal advice and legal awareness for women and girls
- b. Legal representation for women and girls in criminal cases
- c. Legal representation for women in civil cases
- d. Provision of family mediation
- e. Provision of social work for women and girls
- f. Advocacy
- g. Data analysis on the implementation of EVAW law
- h. Training of lawyers on interpretation of Sharia for women's cases

2. CONSTRAINTS AND PERCEIVED NEEDS:

Despite considerable progress on women's rights and the rule of law in Afghanistan since the fall of the Taliban in 2001, huge challenges remain - deep-seated poverty, insecurity and conservative traditionalism negatively affect Afghan women and their access to the services, opportunities, and resources that are necessary for a fulfilled life. They are subject to forced marriage and physical, sexual, and verbal abuse, and their access to the justice, healthcare, and educational systems is limited. According to a report of womankind 87,2% of the female population is affected by violence against women (VAW)1, 60% face forced marriages and 57% of girls are married under the age of sixteen which is the legal marriage age for girls.

The legal system which should provide protection and justice for women is of an extremely poor infrastructure. Judges and prosecutors are poorly trained; bribery and corruption are characteristic. The right of criminal defense for the accused is often ignored by judges and/or lack in quality.

First institutional and legal improvements were made by establishing a legal framework and new authorities for the protection of women's rights as well as by conducting awareness-raising campaigns to promote women's human rights. The criminal law contains now the criminalization of VAW and several units made first attempts of

collecting data in order to establish a system of documentation. However, the implementation of these intentions and de jure rights is a problem in the Afghan society which is mainly shaped by conservative and male dominated traditions, cultural norms, customs and misconceived religious worldviews. Especially sexual violence is afflicted with shame and stigma. Mostly the access to justice is denied to women and girls, but if they dare to report a crime to the police the victim herself risks to be accused of zina (adultery) and to suffer more violence.

Traditional practices and beliefs, the capacity overload of the legal justice system, and the fact that perpetrators very often hold powerful connections or influential positions, lead to the situation that 80% of disputes are resolved by penalizing women through traditional mechanisms such as jirgas or shuras. These circumstances produce in effect a culture of impunity and lawlessness, both within and outside the official legal system.

c) The specifics of the proposed Action

Kabul is the capital of Afghanistan and the most populated city. The central government's jurisdiction hardly extends beyond the city boundaries and formal institutions of justice and law enforcement are generally corrupt and ineffective.

Herat city is the main city in the North West Afghanistan and an important hub for returnees and deportees from Iran. This city is traditionally very patriarchal and despite efforts at improving their overall situation, women continue to be the target of violence in Herat province. According to the Department of Women Affairs (DoWA) Herat, 633 cases of violence against women were reported in the province during the last year. The majority of women are not aware about their basic legal rights; for example the right to ask for separation from the husband. In some circumstances women have committed suicide or murdered the perpetrator instead of seeking their rights.

Other women do not trust the ability of the Afghan justice system and do not seek support there as they fear corruption and further violence. Mazar-e Sharif is the fourth largest city of Afghanistan, with a population of about 375,181. The ethnic majority in the city are Tajiks. The overall literacy rate in Balkh province is 44%, however, while more than half the men are literate (54%), this is true for just about one-third of women (32%). In regard to the judicial system, people prefer to solve their problems through informal justice and mediation rather than going to the court.

d) Profile of the Target Areas and beneficiaries:

This project aims to respond to the challenges mentioned above by providing direct services and capacity building on the legal and paralegal level in Herat, Mazar-e Sharif and Kabul.

Direct and indirect project beneficiaries:

- Women and girls in need for access to the formal justice system
- Women and girls affected by violence
- Women and girls in conflict with the law
- Women with family conflicts and their families
- Families of the direct beneficiaries
- MA lawyers
- Staff of governmental agencies (MoJ, DoJ) and NGOs

2.2. DEMONSTRATED PROGRAM PLANNING:

Expected Results:

- Enhanced access to legal services for women and girls in Herat, Kabul and Mazar-e Sharif
- Enhanced access to safe reintegration after prison and other social work for women and girls in Herat,

Kabul and Mazar-e Sharif

- Increased awareness about women's legal rights in Herat, Kabul and Mazar-e Sharif
- strengthened alliances with government and NGOs working to promote women's/girl's legal and social rights in Herat, Kabul and Mazar-e Sharif

Tangible Outputs

- 2,500 women receive legal advice in prison, Juvenile Rehabilitation Center, hospitals, family courts, mediation center, DoWA, DoJ, family response units in Herat, Kabul and Mazar.
- 290 women/girls in conflict with the law (held, accused and/or convicted) gain legal defense from the time of custody to the last resort decision at the Supreme Court in Herat, Kabul and Mazar.
- 340 women/girls experiencing domestic violence access judicial representation on family or civil issues in Herat, Kabul and Mazar.
- 40% of MA clients are released from prison as a result of MA intervention during the investigation or at primary court stage
- 40% of MA clients obtain fair and reasoned judgments (from the perspective of lawyers)
- Women/girls receive a reduction in sentences in subsequent courts (secondary, Supreme Court) in 60% of cases
- 40% of cases are finalized within the time line specified by Afghan law
- 70% women/girls benefiting from civil counseling gain follow up by phone and or home visit after family court decision or after family mediation
- 50% women/girls released from prison, detention center or juvenile rehabilitation center gain support for safe reintegration with their families
- 55% of clients report a satisfactory reconciliation between family members after mediation
- 60% of mediation cases which benefited from MA services reach an agreement 80% MA legal clients are benefiting from MA social work services
- 50% of participants of legal awareness raising training report increased awareness and ability to exercise their basic legal rights (regarding e.g. Maher, alimony, separation, education, inheritance, and other key national and Sharia law provisions).

2.3 APPROACHES TO THE SERVICES:

MEDICA will apply the following principles and approaches during the implementation of the program:

a. Legal advice and legal awareness for women and girls:

Legal advice is an important part of activities in our mediation center in all three target cities. The women and girls benefiting from legal advice are those who have family conflicts / problems such as breaking of engagement, problem with husband / in-laws, alimony, child custody, divorce, marital settlement, inheritance etc. These women are seeking legal advice to overcome their problems as most of them are illiterate and unaware of their legal rights. Legal advice occurs during the full process of legal aid, whether it is criminal, civil representation or mediation.

Beyond legal advice MA lawyers will be providing legal awareness to women /girls in women's prisons, juvenile rehabilitation centers (Herat, Kabul and Mazar) and counseling centers in Herat and Kabul: the aim of legal awareness is that the client knows about the procedure she will undergo, the possible procedural alternatives she has with their legal consequences, the remedies and compensation she is entitled to. Information about women's rights include sensitizing women on their basic rights according to the laws of Afghanistan (such as their right to dowry, child custody in case of separation, their rights as prisoners, obligations of prison warden, their rights to health and social services, their right to receive family visits, their rights to access to defense lawyer).

b. Legal representation for women and girls in criminal cases:

Women and girls who are accused of a crime are referred to MA's lawyers by prison / juvenile rehabilitation center, detention center, EVAW (Elimination Violence Against Women) departments, police districts, shelters and prosecution offices in Herat, Kabul and Mazar-e Sharif. Through our lawyers, they receive effective legal counsel and representation from primary court up to the Supreme Court. Medica Afghanistan's lawyers interview new clients, study their prosecution and court files, are present during their investigation by the prosecution, work out a solid defense statement, work out on appealing to secondary or supreme courts for the benefits of the clients, write objection letters and any official letter which are needed for administration procedures of a case and represent their clients in court hearings. MA lawyers work especially hard to ensure that women and girls who are arrested for moral offences that are not criminal acts (e.g. elopement from home) are represented and freed.

c. Legal representation for women in civil cases:

Women are represented through MA lawyers in civil cases before the court. In nearly all of these cases, women seek divorce after experiencing an appalling level of violence from their husbands and / or in-laws and mostly they had been subjected to child and forced marriage because of economical problem and or cultural background. They seek this solution mostly when other options like mediation failed to resolve their domestic problems. MA lawyers, in addition to representing women in court, help to establish a role for women as advocates in the courts of Afghanistan in the long term, both in criminal and civil cases; something that was inconceivable just a short time ago.

d. Family Mediation:

In all three cities women have access to legal advice and mediation through MA's mediation centres which are located in governmental premises. Through mediation, MA's lawyers assist women who are subjected to physical and other forms of violence to assert their human rights and seek protection. With the help of our lawyers and social workers, we can ensure that the rights of women are protected. Once an agreement has been reached, it is written down and signed by both parties. Once a satisfactory conclusion has been written, social workers follow up the cases through phone and meetings in the mediation centres to find out whether the families adhere to what has been agreed upon, and if the client faces a continuation of violence.

e. Provision of social work for women and girls:

In all three cities clients have access to MA's social workers through our mediation centers, the detention center, Juvenile Rehabilitation Center and the Department of Justice (DoJ). Social workers follow up cases of women that have legally been solved by lawyers, but still need further support. Women who are released from prison might need support for safe reintegration into their families, or don't know how to obtain access to a shelter. Women who have reached a mediation agreement with their family might need other support like health care and psychosocial counselling. The social workers find out together with the client what kind of additional support she needs. Moreover, social workers follow up if the client is satisfied with the services of other organizations she has been referred to (eg psychosocial counselling, health care, income generation, etc).

f. Advocacy:

In addition to providing direct services to beneficiaries, MA has dedicated a large part of its work to advocate for the improvement of women's rights in Afghanistan. The purpose of the advocacy work is to bring about positive change in legislation, policies and attitudes towards women. One of the main focuses of MA is the prevention of child and forced marriage, through mandatory registration of marriages. This lobbying strategy which started in 2005 has produced positive results: the Supreme Court has elaborated an official marriage contract and has established registration offices in Kabul, Herat, Mazar-e Sharif, and Parwan. MA's work to strengthen the process of registration is going on, with a special focus on awareness rising of religious leaders, social workers, teachers, medical staff, police, NGOs, and Ministry of Justice Staff in all the provinces where MA operates.

Furthermore, MA has been active in pushing for the enactment of a new family law respectful of women's rights within the Family Law Drafting Committee consisting of Afghan experts and hosted by the Ministry of Women's Affairs.

The proposed activities for this project regarding advocacy and legal awareness are:

- To promote the implementation of EVAW law by prosecutors & courts in all three cities;
- To reinforce Family Protection Commission (former name: network against GBV, established by MA) together with AWN (Herat and Kabul). The commission is connected with provincial Shura and the network members understand how to do joint lobbying actions to address issues related to GBV and justice;
- Provision of legal awareness training for women and girls:

MA lawyers provide legal awareness training sessions to all clients of the psychosocial and health project of MA, especially to the psychosocial counselling groups that take place in Herat central hospital and Kabul counselling centers, in Herat, Kabul and Mazar prisons and juvenile rehabilitation centers. These women and girls have experienced traumatic events such as massive family and other forms of violence which has affected their psychosocial health. The aim of the legal awareness training is to empower and enable them to deal with their problems in their families and or to access to their rights through courts.

g. Data analysis and report on the implementation of the EVAW law:

An international consultant will analyse the defence statements and court decisions of all MA lawyers and their cases in Kabul, Herat and Mazar-e Sharif in 2013 with the focus to find out about the status of the implementation of EVAW law. A report with the analysis, finding and recommendations will be published.

h. Training of lawyers on interpretation of Sharia for women's cases:

MA will assign a legal expert from a Muslim country with similar context to conduct training for MA's lawyers on the interpretation of Sharia Law for women. The trainer will review MA cases in comparison to cases that have come before Pakistani, Bangladeshi and Indian High and Supreme Courts (where they have seen sympathetic yet well-reasoned arguments towards equitable outcomes for female litigants). This training will allow MA lawyers to learn how judges have coherently constructed legal arguments from statutory, Islamic and international law in South Asian courts to reach gender-equitable decisions.

2.4 METHODOLOGY:

Due to the precarious security situation in Kabul, Herat and Balkh province, MA cannot work outside the city limits; but we offer legal support to women who are able to come to the city or to those that are incarcerated in the city prisons.

MEDICA will lead Afghanistan as a strategy to provide accessible legal services, safer reintegration services, mediation, legal advice and social work activities for women who have experienced violence. MA involves 9

lawyers and 4 social workers who are present in the MA mediation center every morning on all working days, to provide mediation and to follow up the social needs of clients. The lawyers and social workers visit Herat's women prison and juvenile center to conduct interviews with new and old clients as required, and to provide legal advice. The Legal awareness training on basic women's legal rights is provided in 88 sessions to the clients of psychosocial counseling groups throughout the project period for women in prison, girls in Juvenile Rehabilitation Centre and clients in MA counseling center and hospitals.

Advocacy, coordination and networking happen throughout the year, both on regular and ad hoc basis. The training for lawyers is planned for mid 2013, and the data analysis will be conducted in December 2013.

Proposed weekly work plan in each location:

	Saturday	Sunday	Monday	Tuesday	Wednesday
8:00-9:00	Security analysis and administrative work				
9:00 – 12:30	one lawyer and one social worker provide legal advice and mediation in the mediation centers of Medica Afghanistan				
	The other lawyers and social worker follow their cases in courts, prosecution offices, prison or JRC: They take on new cases and inform their clients about the progress of their case.				
1:00 – 4:00	Prison / JRC case work	Mediation case work	Case documentation	Capacity building on national and international laws	Legal awareness training

Direct beneficiaries, that is to say women and girls at risk, will play a major participatory role in the action. Consequently, beneficiaries' individual consent and involvement represents the success factor of this action. The same positive collaboration applies to authorities, as outlined above.

More synergies with than possible constraints exist between the proposed action and other interventions and programs operating in the country or targeted cities. Organizations working exclusively for women's access to justice and family conflict resolution are not numerous in Afghanistan, and fewer can offer internal psychosocial and legal counseling services. Most agencies provide educational, vocational training and social services. For mediation and legal representation in civil matters however, few organizations provide such services and thus the proposed actions do not risk duplication or competition.

2.5 DESCRIPTION OF THE ROLE AND PARTICIPATION IN THE ACTIONS OF THE VARIOUS ACTORS:

With regard to role and participation of various actors, there are established links and collaboration with other legal aid providers such as ILF, Da Qanon de Kushtunke, NRC, LAOA (Legal Aid Organization of Afghanistan), Justice for All and other organizations such as Global Rights and IDLO involved in training. In past years, various workshops and conferences were carried out in collaboration with IDLO, JSSP, AIBA and others. On several occasions, lawyers from other NGOs have been invited to trainings and conferences conducted by MA. The current creation of the Afghan Bar Association represents an excellent opportunity to strengthen these bridges between legal aid professionals.

Furthermore, MA cooperates with other international and national organizations such as Afghan Research and Evaluation Unit (AREU), Care International, ICRC, and (TDH) Terre Des Hommes who chair the CRC (child rights consortium), and WAW (Women for Afghan Women). MEDICA does have close collaboration with GIRoA and therefore, provides reports whenever, requested by respected ministries.

Furthermore, MEDICA will keep regular contact with the Afghan Independent Human Rights Commission (AIHRC). The AIHRC aims to advocate for human rights, especially for women's rights, the right to be free from violence, the right to health, the right to life, the right to education and children's rights.

2.6 MULTIPLIER EFFECTS AND SUSTAINABILITY:

a) *The financial aspect:*

Legal services including legal advice and court representation are mostly provided by private practitioners or by NGOs. The Government's legal aid services are not popular and accessible to most of the people who are in conflict with the law or have civil cases. On the other hand most of the women victims of violence cannot afford to pay for good quality legal services from private practitioners. Therefore, in the future, MEDICA Afghanistan is planning to establish a legal aid clinic with the following criteria:

- MA will support all female clients regardless their economic situation. Depending on their income and family situation, a fee would be charged or not.
- MA will support their clients through all court stages and take care of all administrative procedures which is not the case with many legal agencies.
- MA will continue to provide legal advice, legal awareness and also mediation to clients which are not done by many legal agencies. Also, MA will continue to provide psychosocial support to clients who require this

In addition, MEDICA Afghanistan will increase their offer of quality training in the legal and psychosocial field to staff of other NGOs and governmental organizations, and this will become one source of income for the organization, in order to maintain their activities in the future.

b) *Institutional level :*

MEDICA will focus on building the capacity of the police and judicial system staff on women rights and violence against women. Since, MEDICA has vast experience on provision of legal services to women since 2003 and therefore will be offering to provide trainings to MoJ, MoWA and shelter staff on MA's legal model which is subject to approval by MoJ.

c) *Policy level*

MA will conduct coordinated advocacy to improve access of women who are victim of VAW to justice and remove legal barriers. MA will advocate the Ministry of Justice, Supreme Court and other relevant entities to support passage of laws which ensure improved access of women to justice and eliminate the root causes of violence against women.

2.7 MONITORING AND EVALUATION PLAN:

MEDICA will adopt the monitoring systems and procedures which are ready to be set up as soon as the action starts. These will involve the collection, analysis, communication and use of information and data about the project's progress and be used to check actual performance against plan, and to inform ongoing decisions in relation to unforeseen problems, performance improvement, and adapting to changing circumstances.

All project activities are supervised and monitored by the Head of Offices in Herat and Mazar-e Sharif and by the Legal Aid Program Manager in Kabul. The Head of Offices supervises all Herat and Mazar staff regarding their attendance and their observation of rules and regulations including security regulations. The Legal Aid Program Manager supervises Kabul staff and the performance of Herat/Mazar staff in regards to their legal and social work activities through regular phone conversations as well as monitoring trips to Herat /Mazar. Moreover, monitoring and evaluation is ensured by monthly supervision reports.

The data of all direct legal and social services is captured in a client centered database so that progress against indicators can be measured on a regular basis.

6. KEY PERSONNEL:

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

- [REDACTED]
- [REDACTED]
- [REDACTED]

7. TITLE TO PROPERTY:

Once property is no longer used by the program and/or at the close of the program, whichever comes first, Property title will be vested with the recipient.

8. OPERATION AND TRAVELS:

In accordance with ADS 312.3.3.2 (b) "Motor Vehicles", USAID/ Grant Officer duly approves the rent of the vehicle for 180 days. However, MEDICA must notify the GOR and request for a waiver for the extension beyond the completion of 180 days.

9. AFGHAN INFORMATION SYSTEM:

USAID/Afghanistan uses a management information system (Afghan Info) to track program and project information for all mission-funded activities. The purpose of this database is to track and monitor development projects and maintain coordination between USAID/Afghanistan, USAID/Washington, Congress, International Security Assistance Forces (ISAF), 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 Afghan Info. The Recipient shall coordinate with the AOTR to obtain information about this simple program and ensure that all relevant Recipient staff receives training if necessary.

10. HOST COUNTRY TAXES AND DUTIES:

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

11. GENDER INTERGRATION REQUIREMENTS (DECEMBER 2010):

USAID programs must address the needs and protect the rights of women and girls in Afghanistan. Therefore, USAID requires recipients to undertake efforts to prevent discrimination and violence against women and girls, provide economic and leadership opportunities, increase participation of women in the political process, improve security for women and girls, promote education, health and well-being, and other efforts designed to directly benefit women and girls. The Recipient shall integrate assistance to women into all aspects of development,

planning, programming and implementation, as a part of this assistance program. Such integration shall contribute to the three pillars of development outlined in the ten-year National Action Plan for the Women of Afghanistan (NAPWA) 1) Security; 2) Government, Rule of Law, and Human Rights; and 3) Economic and Social Development. The Recipient shall establish the necessary implementation, management and reporting systems to separately track and report to USAID data on female beneficiaries and measurable impacts of activities intended to address the needs of women and girls. It is expected that the relevant indicators on female beneficiaries and impacts of activities on the needs of women and girls will vary by project. However, relevant indicators may include items such as:

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

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

12. TERMINATION AND SUSPENSION - OCT 1998

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

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

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

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

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

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

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

This provision must be included in all sub-agreements.

13. CLOSEOUT PLAN:

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

14. VETTING:

I. 4-14.001 (the Contracting Officer shall modify as appropriate for assistance awards)
Information for Non-US contractors, subcontractors, and key individuals.

- (a) The contractor must complete and submit the "USAID Information Form" in appendix B. for:
 - (i) Itself, if it is a non-U. S. entity;
 - (ii) Each subcontractor or subcontractor of a subcontractor, regardless of the tier, that is a non-U.S. entity; or
 - (iii) Each key individual that is a non-U.S. entity.

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

"Non-U.S. entity" means (1) any non-US citizen or non-permanent legal resident of the United States: or (2) any entity that is not formed in the United States or for which 50% or more of the equity is owned or controlled by persons who are not U.S. citizens or permanent legal residents of the United States.

"Key individuals" means (i) an individual or entity owning 10% or more equity stake in the organization, whether publically- or privately-held: (ii) principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer or secretary of the board of directors or board of trustees): (iii) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director; president, vice president); (iv) the program manager or chief of party for the USA ID-financed program: and (v) any other person with significant responsibilities for administration of USAID financed activities or resources.

(c) The requirements of paragraph (a) of this clause must be completed at prior to the Government's acceptance of the contract and following that, at the earlier of:

- (i) Once a year; or
- (ii) When there is a change or addition to any entity or person identified in paragraph (a).

(d) USAID reserves the right to rescind approval for a sub-award in the event that USAID subsequently becomes aware of information indicating that the sub-award is contrary to U.S. law or policy prohibiting support for terrorism, or facilitating criminal activity. In such cases, USAID's Contracting Officer will provide written instructions to the recipient to terminate the sub-award.

(End of Provision)

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

Certification Regarding Provision of Support to Persons Engaged in Terrorism

(a) By entering into this contract, the contractor certifies, to the best of its know ledge and belief that:

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

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

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

b. Before providing any material support or resources to an individual or entity, the Contractor also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Osama Bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Contractor should refer to the consolidated list available online at the

Committee's website: <http://www.un.org/Docs/sc/committees/1267/1267ListHng.htm>.

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

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

3. For purposes of this Certification:

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

b. "Terrorist act" means-

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

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

(iii) Any other act intended to cause death or serious bodily injury) to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is

to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

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

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

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

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

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

(End of provision)

III. Restrictions on certain foreign purchases (June 2008)

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

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

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

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

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

(Use additional continuation sheets as necessary)

Part I: Information About Proposed Activities (all parts mandatory)		
1. Name of the proposed awardee of USAID contract or assistance (Firms must include a copy of applicable licenses to do business in Afghanistan)		
2. Type of proposed award or other assistance (check one): <input type="checkbox"/> Contract or Subcontract <input type="checkbox"/> Grant or Sub-grant <input type="checkbox"/> Training <input type="checkbox"/> Equipment <input type="checkbox"/> Other		
3. US\$ amount and estimated start/end date of proposed award or assistance: Dollar amount: \$ Start: End:		
4. Purpose of proposed award or assistance:		
5. Organization proposed to receive award or other assistance:		
a. Name:		b. JCCS Registration #
c. Address:		
d. Telephone:	e. Fax:	f. Email:
g. Tribal affiliation or clan		
6. Information on Key Individuals associated with the organization named in 5 above, or, if no organization is listed, information on each individual to receive cash or in-kind assistance (including technical assistance). Use continuation sheets as necessary. ** = mandatory information.		
A. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth:**	Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if "key individual"):**
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:		Occupation:
Address of residence:**		Citizenship(s):** (Afghans: Tribal affiliations and Father's Name)
Email:		
Part II: Contractor/Grantee/Recipient Certification:		
Potential Awardee certifies in submitting this form that it has taken reasonable steps (in accordance with sound business practices) to verify the information contained in this form. Contractor/Grantee/Recipient understands that the U.S. Government may rely on the accuracy of such information in processing this vetting request.		
Name:		Signature:
Title/Organization:		Date:
Part III: Submission details (to be completed by USG vetting official)		
Vetting request number		
Staff member who initiated request		
Project name		
Date submitted for screening		

B. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth:**	Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if "key individual"):**
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:**		Occupation:
Address of residence:**		Citizenship(s):** (Afghans: Tribal affiliations and Father's Name)
Email:		
C. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth:**	Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if "key individual"):**
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:**		Occupation:
Address of residence:**		Citizenship(s):** (Afghans: Tribal affiliations and Father's Name)
Email:		
D. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth:**	Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if "key individual"):**
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:		Occupation:
Address of residence:**		Citizenship(s):** (Afghans: Tribal affiliations and Father's Name)
Email:		
E. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth:**	Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if "key individual"):**
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:		Occupation:
Address of residence:**		Citizenship(s):** (Afghans: Tribal affiliations and Father's Name)
Email:		

3. BRANDING STRATEGY AND MARKING PLAN:

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

4. VOUCHER FORMAT:

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

Invoices must be submitted using the SF-1034. The preferred method of transmission of invoices is through electronic medium at the following address: KabulAIDevouchers@usaid.gov. Subject line shall read AID-306-F-12-00009. The SF-1034 must be signed, and it must be submitted along with the invoice and any other documentation in Adobe format. If submitting invoices electronically, do not send a paper copy.

Once invoice has been properly submitted, the average time to payment is approximately three weeks. Paper copy submission: One (1) original of each invoice shall be submitted on an SF -1034 Public Voucher for Purchases and Services Other Than Personal to the Office of Financial Management (OFM) at the following address:

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

**5. MANDATORY STANDARD PROVISIONS FOR FIXED OBLIGATION GRANTS TO
NONGOVERNMENTAL RECIPIENTS**

1. TERMINATION AND SUSPENSION (FEBRUARY 2012)

- a. This award may be terminated at any time, in whole or in part, by either party upon receipt of written notification by the other party.
- e. Termination and Suspension Procedures. Upon receipt of, and in accordance with a termination notice as specified above, the recipient must take immediate action to minimize all expenditures and obligations financed by this award and must cancel such un-liquidated obligations whenever possible. Except as provided below, the recipient is not entitled to any costs incurred after the effective date of termination. The recipient must within 30 calendar days after the effective date of such termination repay to the U.S. Government all un-liquidated funds not otherwise obligated by a legally binding transaction applicable to this award that cannot be cancelled without penalty by the recipient. Should the funds paid by USAID to the recipient prior to the effective date of the termination of this award be insufficient to cover the recipient's obligations in a legally binding transaction applicable to this award, the recipient may submit to the Government within 90 calendar days after the effective date of such termination a written claim covering such obligations. The Agreement Officer must determine the amount(s) to be paid by USAID to the recipient under such claim in accordance with the applicable Cost Principles. This provision must be included in all sub agreements.

[END OF PROVISION]

2. DISPUTES (FEBRUARY 2012)

- a. Any dispute under this award must be decided by the USAID Agreement Officer. The Agreement Officer must furnish the recipient a written copy of the decision.

[END OF PROVISION]

3. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (JANUARY 2004)

- a. The recipient agrees to notify the Agreement Officer immediately upon learning that it or any of its principals:
- (1) Are presently excluded or disqualified from covered transactions by any Federal department or agency;
 - (2) Have been convicted within the preceding three-year period preceding this proposal; been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
 - (3) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph a.(2); and
 - (4) Have had one or more public transactions (Federal, State, or local) terminated for cause or default

within the preceding three years.

b. The recipient agrees that, unless authorized by the Agreement Officer, it will not knowingly enter into any sub-agreements or contracts under this grant with a person or entity that is included on the Excluded Parties List System (www.epls.gov/). The recipient further agrees to include the following provision in any sub-agreements or contracts entered into under this award: 05/04/2012 Partial Revision

**DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION
(DECEMBER 2003)**

The recipient/contractor certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any Federal department or agency.

c. The policies and procedures applicable to debarment, suspension, and ineligibility under USAID-financed transactions are set forth in 22 CFR 208.

[END OF PROVISION]

4. DRUG-FREE WORKPLACE (FEBRUARY 2012)

a. You as the recipient must comply with drug-free workplace requirements in subpart B (or subpart C, if the recipient is an individual) of 782, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152–5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100–690, Title V, Subtitle D; 41 U.S.C. 701–707).

[END OF PROVISION]

5. NONLIABILITY (NOVEMBER 1985)

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

[END OF PROVISION]

6. AMENDMENT (OCTOBER 1998)

The award may be amended by formal modifications to the basic award document or by means of an exchange of letters or forms between the Agreement Officer and an appropriate official of the recipient.

[END OF PROVISION]

7. NOTICES (OCTOBER 1998)

Any notice given by USAID or the recipient is sufficient only if in writing and delivered in person or mailed as follows:

- (1) To the USAID Agreement Officer and Grant Officer's Representative (GOR), at the addresses specified in the award; and
- (2) To recipient, at recipient's address shown in the award, or to such other address designated within the award. Notices are effective when delivered in accordance with this provision, or on effective date of the notice, whichever is later.

[END OF PROVISION]

8. METRIC SYSTEM OF MEASUREMENT (AUGUST 1992)

Wherever measurements are required or authorized, they must be made, computed, and recorded in metric system units of measurement, unless otherwise authorized by the Agreement Officer in writing when it has found that such usage is impractical or is likely to cause U.S. firms to experience significant inefficiencies or the loss of markets. Where the metric system is not the predominant standard for a particular application, measurements may be expressed in both the metric and the traditional equivalent units, provided the metric units are listed first.

[END OF PROVISION]

9. EQUAL PROTECTION OF THE LAWS FOR FAITH-BASED AND COMMUNITY ORGANIZATIONS (December 2009)

- a. All the requirements of 22 CFR 205, Participation By Religious Organizations In USAID Programs, are applicable to the recipient and to sub-recipients which meet the definition of "Recipient" in 22 CFR 226. The requirements of 22 CFR 205 applies to both religious and secular organizations.
- b. If the recipient makes subawards under this agreement, faith-based organizations must be eligible to participate on the same basis as other organizations, and must not be discriminated for or against on the basis of their religious character or affiliation.
- c. The recipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services directly funded with financial assistance from USAID. If the recipient engages in inherently religious activities, such as worship, religious instruction, and proselytization, it must offer those services at a different time or location from any programs or services directly funded by this award, and participation by beneficiaries in any such inherently religious activities must be voluntary. These restrictions do not apply to programs where USAID funds are provided to chaplains to work with inmates in prisons, detention facilities, or community correction centers, or where USAID funds are provided to religious or other organizations for programs in prisons, detention facilities, or community correction centers, in which such organizations assist chaplains in carrying out their duties.
- d. The recipient must not use USAID funds for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. Where a structure is used for both eligible and inherently religious activities, USAID funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with applicable cost accounting principles. Sanctuaries, chapels, or other rooms that the recipient uses as its principal place of worship are ineligible for acquisition, construction, rehabilitation, or improvements using USAID funds.
- e. The recipient may not discriminate against any beneficiary or potential beneficiary under this award on the basis of religion or religious belief. Accordingly, in providing services supported, in whole or in part, by this agreement or in its outreach activities related to such services, the recipient may not discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice.
- f. When the recipient is a religious organization, the recipient
 - (1) Retains its independence and may continue to carry out its mission, including the definition, practice,

and expression of its religious beliefs, provided that it does not use direct financial assistance from USAID to support any inherently religious activities, such as worship, religious instruction, or proselytization.

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

(3) Retains its exemption from the Federal prohibition on employment discrimination on the basis of religion, set forth in Sec. 702(a) of the Civil Rights Act of 1964, 42 U.S.C. 2000e-1.

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

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

[END OF PROVISION]

10. IMPLEMENTATION OF E.O. 13224 -- EXECUTIVE ORDER ON TERRORIST FINANCING (MARCH 2002)

The recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all contracts/subawards issued under this agreement

[END OF PROVISION]

11. MARKING UNDER USAID-FUNDED ASSISTANCE INSTRUMENTS (DECEMBER 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, for example, 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 U.S. 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 Web site 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 preproduction 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 subawards, 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, 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 CFR 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 Agreement Officer's Technical Representative (AOTR) 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 [Agreement Officer fill-in] 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 of 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 Agreement Officer’s Technical Representative (AOTR). 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 subawards, 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 (AA). The recipient may appeal by submitting a written request to reconsider the Principal Officer’s waiver determination to the cognizant AA.

e. Non-retroactivity

The requirements of this provision do not 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.

[END OF PROVISION]

12. VOLUNTARY POPULATION PLANNING ACTIVITIES – MANDATORY REQUIREMENTS (MAY 2006)

Requirements for Voluntary Sterilization Programs

(1) Funds made available under this award must not be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

Prohibition on Abortion-Related Activities:

(1) No funds made available under this award will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term “motivate”, as it relates to family planning assistance, must not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

(2) No funds made available under this award will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent, or consequences of abortions is not precluded.

[END OF PROVISION]

13. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER (OCTOBER 2010)

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

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

(1) Must notify potential sub-recipients that no entity (see definition in paragraph c. of this award term) may receive a sub-award from you unless the entity has provided its DUNS number to you.

(2) May not make a sub-award to an entity unless the entity has provided its DUNS number to you.

c. Definitions. For purposes of this award term:

(1) Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at www.ccr.gov/).

(2) Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at fedgov.dnb.com/webform).

(3) Entity, as it is used in this award term, means all of the following, as defined at 2 CFR 25, subpart C:

(i) A governmental organization, which is a State, local government, or Indian tribe;

(ii) A foreign public entity;

(iii) A domestic or foreign nonprofit organization;

(iv) A domestic or foreign for-profit organization; and

(v) A Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.

(4) Sub-award:

(i) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you, as the recipient, award to an eligible sub-recipient.

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

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

(5) Sub-recipient means an entity that:

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

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

*ADDENDUM #1 (FEBRUARY 2012)

Effective February 13, 2012, and pursuant to a USAID impracticality determination under 2 CFR 25.110(d)(2)(ii), this provision does not apply to grants and cooperative agreements with a total value of less than \$25,000 awarded to foreign entities performing work outside the United States. In addition, subparagraph b. of this provision, requiring DUNS numbers for subawards, does not apply to subawards of less than \$25,000 made to foreign sub-recipients performing work outside the United States.

[END OF PROVISION]

14. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (OCTOBER 2010)

a. Reporting of First-Tier Subawards.

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

(2) Where and when to report.

(i) You must report each obligating action described in paragraph a.(1) of this award term to www.fsrs.gov.

(ii) For sub-award information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

(3) What to report. You must report the information about each obligating action that the submission instructions posted at www.fsrs.gov specify.

b. Reporting Total Compensation of Recipient Executives.

(1) Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if –

(i) The total Federal funding authorized to date under this award is \$25,000 or more;

(ii) In the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at www.sec.gov/answers/execomp.htm.)

(2) Where and when to report. You must report executive total compensation described in paragraph b.(1) of this award term:

(i) As part of your registration profile at www.ccr.gov/.

(ii) By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Sub-recipient Executives.

(1) Applicability and what to report. Unless you are exempt, as provided in paragraph d. of this award term, for each first-tier sub-recipient under this award, you must report the names and total compensation of each

of the sub-recipient's five most highly compensated executives for the sub-recipient's preceding completed fiscal year, if –

(i) In the sub-recipient's preceding fiscal year, the sub-recipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at www.sec.gov/answers/execomp.htm.)

(2) Where and when to report. You must report sub-recipient executive total compensation described in paragraph c.(1) of this award term:

(i) To the recipient.

(ii) By the end of the month following the month during which you make the sub-award. For example, if a sub-award is obligated on any date during the month of October of a given year (for example, between October 1 and 31), you must report any required compensation information of the sub-recipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

(1) Subawards, and

(2) The total compensation of the five most highly compensated executives of any sub-recipient.

e. Definitions.

For purposes of this award term:

(1) Entity means all of the following, as defined in 2 CFR 25:

(i) A governmental organization, which is a State, local government, or Indian tribe;

(ii) A foreign public entity;

(iii) A domestic or foreign nonprofit organization;

(iv) A domestic or foreign for-profit organization;

(v) A Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.

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

(3) Sub-award:

(i) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible sub-recipient.

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

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

(4) Sub-recipient means an entity that:

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

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

(5) Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or sub-recipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(i) Salary and bonus.

(ii) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(iii) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(iv) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(v) Above-market earnings on deferred compensation which is not tax-qualified.

(vi) Other compensation, if the aggregate value of all such other compensation (for example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

[END OF PROVISION]

15. TRAFFICKING IN PERSONS (OCTOBER 2010)

a. Provisions applicable to a recipient that is a private entity.

(1) You, as the recipient, your employees, sub-recipients under this award, and sub-recipients' employees may not—

(i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

(ii) Procure a commercial sex act during the period of time that the award is in effect; or

(iii) Use forced labor in the performance of the award or subawards under the award.

(2) We, as the Federal awarding Agency, may unilaterally terminate this award, without penalty, if you or a sub-recipient that is a private entity —

(i) Is determined to have violated a prohibition in paragraph a. (1) of this award term; or

(ii) Has an employee who is determined by the Agency official authorized to terminate the award to have violated a prohibition in paragraph a. (1) of this award term through conduct that is either—

(A) Associated with performance under this award; or

(B) Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement),” as implemented by our agency at 22 CFR 208 or its superseding Part in 2 CFR.

b. Provisions applicable to a recipient other than a private entity.

(1) We, as the Federal awarding agency may unilaterally terminate this award, without penalty, if a sub-recipient that is a private entity—

(i) Is determined to have violated an applicable prohibition in paragraph a. (1) of this award term; or

(ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a. (1) of this award term through conduct that is either—

(A) Associated with performance under this award; or

(B) Imputed to the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement),” as implemented by our agency at 22 CFR 208 or its superseding Part in 2 CFR.

c. Provisions applicable to any recipient.

(1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. (1) of this award term.

(2) Our right to terminate unilaterally that is described in paragraph a. (2) or b. of this section:

(i) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

(ii) Is in addition to all other remedies for noncompliance that are available to us under this award.

(3) You must include the requirements of paragraph a. (1) of this award term in any sub-award you make to a private entity.

d. Definitions. For purposes of this provision:

(1) “Employee” means either:

(i) An individual employed by you or a sub-recipient who is engaged in the performance of the project or program under this award; or

(ii) Another person engaged in the performance of the project or program under this award and not

compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

(2) “Forced labor” means labor obtained by any of the following methods: 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.

(3) “Private entity”:

(i) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25(b).

(ii) Includes:

(A) A non-profit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

(B) A for-profit organization.

(4) “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

[END OF PROVISION]

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

1. PAYMENT – REIMBURSEMENT (MAY 1986)

a. The recipient must submit to the USAID Controller, noted in the Schedule of the award, an original and two copies of SF 1034, "Public Voucher for Purchases and Services Other Than Personal" and SF 1034A, Continuation of SF 1034, on a monthly basis and in no event no later than on a quarterly basis. Each voucher must be identified by the award number and must state the total costs for which reimbursement is being requested.

b. Copies of SF 1034 and 1034A may be obtained from the Controller.

[END OF PROVISION]

2. INTERNATIONAL AIR TRAVEL AND TRANSPORTATION (FEBRUARY 2012)

APPLICABILITY: The Fly America portion of this provision is applicable only when flights are listed as or in milestones.

3. INTERNATIONAL AIR TRAVEL AND TRANSPORTATION (FEBRUARY 2012)

a. 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 Grant Officer's Representative (GOR) 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 GOR 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 must contain the following information: the award number, the GOR, 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 GOR in the Mission to contact the recipient within five 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 sub-recipient is required to issue a Notification, as per this section, the sub-recipient may contact the GOR directly, or the prime recipient may contact USAID on the sub-recipient's behalf.

b. 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 U.S. Embassy of their presence when they have entered the country. This may be especially important for long-term posting.

c. USE OF U.S.-OWNED LOCAL CURRENCY:

Travel to certain countries will, 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.

d. 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 301, and are hereby incorporated by reference into this award.

3. PROCUREMENT OF GOODS AND SERVICES (OCTOBER 1998)

APPLICABILITY: This provision is applicable when the procurement element of an award is over \$10,000.

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," if applicable.

a. General Requirements:

(1) The recipient must maintain a written code or standards of conduct that will govern the performance of its employees engaged in the awarding and administration of contracts. An employee, officer, or agent must not 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 must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to sub-agreements. 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 must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

(2) All procurement transactions must be conducted in a manner to provide, to the maximum extent practical, open and free competition. The recipient must 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 must be excluded from competing for such procurements. Contracts must 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 must clearly establish all requirements

that the bidder or offeror must 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 must establish written procurement procedures. These procedures must 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 must 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) Positive efforts must be made by the recipients to utilize U.S. small business, minority-owned firms, and women's business enterprises, whenever possible. Recipients of USAID awards must take all of the following steps to further this goal:

(A) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises. To permit USAID, in accordance with the small business provisions of the Foreign Assistance Act of 1961, as amended, to give United States small business firms an opportunity to participate in supplying commodities and services procured under the award, the recipient must to the maximum extent possible provide the following information to the Office of Small and Disadvantaged Business Utilization (OSDBU/MRC), USAID, Washington, DC 20523, at least 45 days prior to placing any order or contract in excess of \$100,000:

(a) Brief general description and quantity of goods or services;

(b) Closing date for receiving quotations, proposals, or bids; and

(c) Address where solicitations or specifications can be obtained.

(B) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's

business enterprises.

(C) Encourage contracting with consortiums of small businesses, minority-owned firms, and women's business enterprises when a contract is too large for one of these firms to handle individually.

(D) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms, and women's business enterprises.

(v) The type of procurement instruments used (for example, fixed price contracts, cost reimbursable contracts, purchase orders, incentive contracts), must be determined by the recipient but, must 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 must not be used.

(vi) Contracts must be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration must be given to such matters as contractor integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources. Contracts must not be made with firms or individuals whose name appears on the "Lists of Parties Excluded from Federal Procurement and Non-procurement Programs." USAID will provide the grantee with copy of this list upon request.

(vii) Recipients must, 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 must 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 must 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 must 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 must evaluate contractor performance and document, as appropriate, whether contractors have met the terms, conditions, and specifications of the contract.

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

(1) Contracts in excess of \$10,000 must 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 must 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 must 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 must include a provision to the effect that the recipient, USAID, the Comptroller General of the United States, or any of their duly authorized representatives, must 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 must 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 (USG), must 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 must be advised as to the source of additional information regarding these matters.

[END OF PROVISION]

4. USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (FEBRUARY 2012)

Guidance on the eligibility of specific goods or services may be obtained from the Agreement Officer. USAID policies and definitions on source and nationality are contained in 22 CFR Part 228, Rules on Procurement of Commodities and Services Financed by USAID Federal Program Funds, which is incorporated into this Award in its entirety. 22

CFR 228 is supplemented by the policies and procedures in ADS Chapters 310 and 312.

a. Ineligible and Restricted Goods and Services:

(1) Ineligible Goods and Services. The recipient must not, under any circumstances, 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 must not be used to procure any goods or services furnished by any firms or individuals whose name appears on the "Lists of Parties Excluded from Federal Procurement and Non-procurement Programs"

(See <https://www.epls.gov/>). USAID will provide the recipient with a copy of these lists upon request.

(3) Restricted Goods. The recipient must obtain prior written approval of the Agreement Officer or comply with required procedures under an applicable waiver as provided by the Agreement Officer when procuring any of the following goods or services:

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

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

b. Source and Nationality:

The eligibility rules for goods and services based on source and nationality are divided into two categories: One applies when the total procurement element during the life of the award is \$250,000 or less, and the other applies when the total procurement element during the life of the award is over \$250,000. The total procurement element includes procurement of all goods (for example, equipment, materials, supplies) and services. Guidance on the eligibility of specific goods or services may be obtained from the Agreement Officer.

1) When the total procurement element during the life of this award is valued at \$250,000 or less, the authorized source for procurement of all goods and services to be reimbursed under the award is USAID Geographic Code 935, "Special Free

World." Such goods and services must meet the source and nationality requirements set forth in 22 CFR 228.

2) When the total procurement element exceeds \$250,000, 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 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 937.

c. If USAID determines that the recipient has procured any of these goods or services under this award contrary to the requirements of this provision, and has received payment for such purposes, the Agreement Officer may require the recipient to refund the entire amount of the purchase.

This provision must be included in all sub-agreements which include procurement of goods or services.

[END OF PROVISION]

5. SUBAGREEMENTS (OCTOBER 1998)

a. Subawards must be made only with responsible recipients who possess the potential ability to perform successfully under the terms and conditions of a proposed agreement. Consideration must be given to such matters as integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources. Awards must not be made to firms or individuals whose name appears on the "Lists of Parties Excluded from Federal Procurement and Non-procurement Programs." USAID will provide the grantee with a copy of this list upon request.

b. All sub-agreements must 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 sub-agreement, the recipient must insert a statement in the sub-agreement that in all instances where USAID is mentioned, the recipient's name will be substituted. If sub-agreements are being made to U.S. organizations, a suggested sub-award format incorporating 22 CFR 226 and standard provisions will be provided.

[END OF PROVISION]

6. TITLE TO AND CARE OF PROPERTY (COOPERATING COUNTRY TITLE) (OCTOBER 1998)

Agreement between USAID and the host country, or when the award provides for property titled in the name of the host country or such public or private agency as the host country government may designate to be furnished to or acquired by the recipient.

a. Except as modified by the Schedule of this award, title to all equipment, materials, and supplies, the cost of which is reimbursable to the recipient by USAID or by the cooperating country, must at all times be in the name of the cooperating country or such public or private agency as the cooperating Government may designate, unless title to specified types or classes of equipment is reserved to USAID under provisions set forth in the Schedule of this award, but all such property must be under the custody and control of recipient until the owner of title directs otherwise or completion of work under this award or its termination, at which time custody and control must be turned over to the owner of title or disposed of in accordance with its instructions. All performance guarantees and warranties obtained from suppliers must be taken in the name of the title owner.

b. The recipient must prepare and establish a program, for the receipt, use, maintenance, protection, custody, and care of equipment, materials, and supplies for which it has custodial responsibility, including the establishment of reasonable controls to enforce such program. The recipient must be guided by the requirements of 22 CFR 226.30 through 226.36.

c. Within 90 days after completion of this award, or at such other date as may be fixed by the Agreement Officer, the recipient must submit an inventory schedule covering all items of equipment, materials, and supplies under the recipient's custody, title to which is in the cooperating country or public or private agency designated by the cooperating country, which have not been consumed in the performance of this award. The recipient must also indicate what disposition has been made of such property.

[END OF PROVISION]

7. PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (JUNE 1999)

a. USAID reserves the right to terminate assistance to, 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 140.

b. 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 by 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 140.

c. Upon notice by USAID of a determination under section (1) 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.

d. The recipient agrees not to disburse, or sign documents committing the recipient to disburse, funds to a sub-recipient designated by USAID ("Designated Sub-recipient") until advised by USAID that: (i) any USG review of the Designated Sub-recipient and its key individuals has been completed; (ii) any related certifications have been obtained; and (iii) the assistance to the Designated Sub-recipient has been approved. Designation means that the sub-recipient has been unilaterally selected by USAID as the sub-recipient. USAID approval of a Sub-recipient, selected by another party, or joint selection by USAID and another party is not designation.

e. The recipient must insert the following clause, or its substance, in its agreement with the Designated Sub-recipient:

"The recipient reserves the right to terminate this [Agreement/Contract] or take other appropriate measures if the [Sub-recipient] or a key individual of the [Sub-recipient] is found to have been convicted of a narcotic offense or to have been engaged in drug trafficking as defined in 22 CFR 140."

[END OF PROVISION]

8. REPORTING OF FOREIGN TAXES (MARCH 2006)

APPLICABILITY: This provision is only applicable only if the tax is charged on items specifically listed as or in milestones. This provision does not apply to 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 e-mail.
 - (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) Reports are 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. above) [may include an "optional with a copy to"]].
- e. Sub-agreements. The recipient must include this reporting requirement in all applicable subcontracts, sub-grants, and other sub-agreements.
- f. For further information see www.usaid.gov/policy/ads/300/302mac.pdf.

[END OF PROVISION]