

**PARTICIPATING AGENCY PROGRAM AGREEMENT
BETWEEN
THE UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT
AND
UNITED STATES INSTITUTE OF PEACE
("Participating Agency")**

Award Number: AID-306-T-15-00005		Modification Number:	
1. Program Title: Strengthening Peace Building, Conflict Resolution, and Governance in Afghanistan		2. Strategic Objective Title and Number: Performance and Legitimacy of the Government of Islamic Republic of Afghanistan (GIROA) Improved (DO3), and the Project Purpose is: Citizens Hold the GIROA Accountable (IR3.1)	
3. Appropriation Symbol: 7213/141037		4. Fund Code: ES-OCO/2013/2014	
5. A&A Request/MAARD Number: REQ-306-15-000195		6. Initial Fiscal Year: 2013	
7. Start Date: 1 July 2015		8. Completion Date: 30 June 2020	
9A. Prior Funding \$0.00	9B. Funding Obligated this Document	9C. Total Obligated Funding	
10. Authority: Section 632(b) of the Foreign Assistance Act of 1961, as amended (FAA), 22 U.S.C. Sec. 2392(b); This agreement is also entered into under the authority of the United States Institute of Peace Act (Title XVII of the Defense Authorization Act of 1985, Public Law No. 98-525, 22 U.S.C. 4601-4611), as amended and nothing herein shall be seen to derogate that authority.			
11. Program Description: The Program, as further described in Annex A, consists of assistance for Promoting Peace and Stability in Afghanistan. The program includes activities organized under three goals: Goal A. Strengthening the Capacity of Civil Society Organizations in Conflict Resolution, Peacebuilding and Demand for Good Governance; Goal B. Informing U.S., Afghan, and international policies and programming ; Goal C. Strengthening the Capacity of the State to Govern Effectively and Legitimately. The Total Estimated Amount of this agreement is \$16,353,063. Each incremental funding contribution, up to the Total Estimated Amount is subject to: (i) the availability of funds to USAID under the relevant financial, legal, and regulatory provisions and procedures of USAID; and (ii) USAID's agreement to proceed. The Total Obligated Funding which must not be exceeded is in Block 9C. The project contributes to USAID/Afghanistan's Strategy for Transformation 2014-2024 as follows: Development Objective 3: Performance and Legitimacy of Government of the Islamic Republic of Afghanistan (GIROA) Improved Intermediate Result (IR) 3.1: Citizens Hold the GIROA Accountable, Sub IR 3.1.1: Citizen Awareness of Rights and Responsibilities within the Afghan Constitution Increased Sub IR 3.1.2: Civil Society's Ability to Advocate Reform Strengthened Sub IR 3.1.4: Access to Quality, Independent Information Increased IR 3.2: Governance at the National and Subnational Level Strengthened Sub IR 3.2.1: Access to Justice Services based on Afghan Law Increased Sub IR 3.2.3: Transparency and Accountability Mechanisms Strengthened			
12. Liaison Offices/Additional Representatives			
12A. Participating Agency Name : United States Institute of Peace (USIP)		12B. United States Agency for International Development – Agreement Officer's Representative	

**United States Institute of Peace (USIP)
Promoting Peace and Stability Program**

**Participating Agency Program Agreement (PAPA)
Schedule**

A. PURPOSE OF AGREEMENT

1. This Agreement between the United States Institute of Peace (the Participating Agency) and the United States Agency for International Development (USAID) is entered into under the authority of Section 632(b) of the Foreign Assistance Act of 1961, as amended, 22 U.S.C. Sec. 2392(b). The Agreement defines the procedures under which USAID will reimburse the Participating Agency to implement the program for Afghanistan.

2. For purposes of this Agreement, the term "Cooperating Country" means the country receiving assistance under this Agreement and includes Afghanistan and such other countries as USAID and the Participating Agency may agree to in writing.

B. PURPOSE OF PROGRAM

The Program, as further described in Annex A, consists of assistance for Promoting Peace and Stability in Afghanistan. The program includes activities organized under three goals. The project contributes to USAID/Afghanistan's Strategy for Transformation 2014-2024 as follows:

Development Objective 3: Performance and Legitimacy of Government of the Islamic Republic of Afghanistan (GIRoA) Improved

Intermediate Result (IR) 3.1: Citizens Hold the GIRoA Accountable,

Sub IR 3.1.1: Citizen Awareness of Rights and Responsibilities within the Afghan Constitution Increased

Sub IR 3.1.2: Civil Society's Ability to Advocate Reform Strengthened

Sub IR 3.1.4: Access to Quality, Independent Information Increased

IR 3.2: Governance at the National and Subnational Level Strengthened

Sub IR 3.2.1: Access to Justice Services based on Afghan Law Increased

Sub IR 3.2.3: Transparency and Accountability Mechanisms Strengthened

USIP supports peacebuilding efforts in Afghanistan through its policy research, grant making to Afghan civil society organizations, and technical assistance to strengthen the legitimacy of Afghan government institutions. Through this IAA, USIP will implement the following 16 activities organized into three categories:

Goal A. Strengthening the Capacity of Civil Society Organizations in Conflict Resolution, Peacebuilding and Demand for Good Governance (technical assistance and sub-grants)

Activity 1. Using Technology to Improve Open Government and Citizen Participation in Afghanistan/3 year project

Activity 2. Institutionalizing Peacebuilding and Conflict Resolution Education, Training and Curriculum Development in USIP's Kabul Office

Activity 3. Communities Countering Violent Extremism

- Activity 4. Priority Grants Program
- Activity 5. Graham Small Grants Portfolio
- Activity 6. Men & Women, Peace & Security in Afghanistan

Goal B. Informing U.S., Afghan, and international policies and programming (research and fellowships)

- Activity 1. Informing Policy and Practice through Research and Analysis
- Activity 2. Afghanistan Senior Fellows in Residence
- Activity 3. High-Level policy meetings with USG Officials and other key stakeholders on key issues relating to peace and stability in Afghanistan

Goal C. Strengthening the Capacity of the State to Govern Effectively and Legitimately (technical assistance and sub-grants)

- Activity 1. Good Governance Public Awareness Campaign
- Activity 2. Anti-Corruption Reporting and Journalistic Ethics
- Activity 3. Parliamentary Elections
- Activity 4. ARAZI – Land Dispute Resolution
- Activity 5. Supporting TDR Actors and CSOs to engage effectively with the Ministry of Justice
- Activity 6. Supporting the Afghanistan Independent Bar Association
- Activity 7. Policy Support for and Monitoring of Extractive Industries

C. FISCAL TERMS

1. Execution of this Agreement constitutes an obligation by USAID of the funds specified in block 9B of the face sheet of this Agreement.

2. USAID funding for the Program is limited to the total obligated funding (block 9C of the face sheet of this Agreement). Unless USAID agrees otherwise in writing, funds obligated under this Agreement are available for Program expenditures from the date of this Agreement through the Program Completion Date specified in block 8 on the face sheet of this Agreement. USAID plans to obligate its contribution to the Program in tranches, up to the total amount of the USAID contribution stated in Annex B. USAID may obligate contributions in excess of its initial obligation by one or more amendments to this Agreement, subject to the availability of funds and mutual agreement of USAID and the Participating Agency to proceed at the time of any such amendments. If the Participating Agency chooses to continue Program activities after USAID funding has been exhausted, the Participating Agency agrees to use its own funds for that purpose.

3. The financial plan in Annex B sets forth the budget for implementation of the Program. Within the total budget amount for the Program, the Participating Agency may adjust individual line items, provided that (1) any adjusted line item does not change by more than 25 percent of the amount shown for that line item in the financial plan and (2) the Participating Agency gives USAID written notice of the adjustments. Adjustments to the budget that exceed 25 percent for any one line item require prior written approval of USAID. (3) Adjustments of 10% or less can

be done independently by USIP without written notice of the adjustment to USAID.

D. BILLING, FINANCIAL, AND OTHER REPORTS

1. The Participating Agency may bill USAID through the Intra-governmental Payment and Collection (IPAC) system or through submission of a 1081 voucher.

The USAID, Office of Financial Management (OFM) Point of Contact (POC) is:

Mr. Ravindral Suaris
Deputy Controller, Operations Section
Email: rsuaris@state.gov
Tel: 301-490-1042 ext. 4225

Alternate POCs:

Mr. Jawid Ahmad
Chief Accountant
Email: ajawid@state.gov
Tel: 301-490-1042 ext. 4014

Mr. Javed Khan
Financial Analyst
Email: jkhan@state.gov
Tel: 301-490-1042 ext. 4751

2. Agency Allocation Code: 72-00-0058

3. Any other Financial Reports must be addressed to the email address:
KabulFinancialReport@usaid.gov

4. The Participating Agency must furnish the original of the periodic financial reports required under Section B.2 of the Standard Provisions (Annex C) of this Agreement to USAID at the above-stated address.

5. If the Participating Agency is authorized to receive advance funding, the Servicing Agency must provide the AOR and USAID paying office quarterly financial statements showing the status of amounts advanced and amounts expended during the quarter in a format comparable to the budget elements outlined in this agreement within 45 day after the close of the quarter.

6. a. Periodic Progress Reports: The Participating Agency must provide to USAID, in form and substance satisfactory to USAID, quarterly reports on progress toward achieving Program objectives, keyed to approved planning documents, if any. The reports must include, but not be limited to, the following information: Status of achieving goals, objectives and benchmarks; progress or completion of components, elements or activities against planned targets; description of overall Program status; other accomplishments and major highlights of program implementation; identification and explanation of significant problems or delays related to achievement of objectives or activities; and a brief summary of significant corrective actions and major activities planned for the subsequent reporting period. The reports must include separate

sections that describe country-specific activities, as appropriate. In addition, the Participating Agency must submit information for the Afghan Info database.

b. **Final Progress Report:** Not later than 60 days following the Completion Date of the Program, the Participating Agency must prepare and submit to USAID, in form and substance satisfactory to USAID, a final report of activities financed under this Agreement. The final report must provide a chronological summary of the information required generally for the periodic progress reports from the beginning of the Program to its completion; and an assessment by the Participating Agency, to the extent feasible, of the impacts of the Program.

7. The Participating Agency must furnish to the Agreement Officer's Representative (AOR) USAID noted in block 12B of the face sheet of this Agreement two copies of all financial and other reports required under this Agreement.

E. PROGRAM PLANNING AND COORDINATION

1. Program Planning

The Participating Agency must keep the AOR informed of partner selection. The Participating Agency must also follow the procedures for review by the Interagency Technical Evaluation Committee in coordination with INL for Activity A5 as outlined in Annex A, Program Description.

No later than 60 days following the start of the program, the Participating Agency must submit to the AOR an M&E Plan and data collection schedule for each of the measureable indicators identified in Annex A, the Program Description. The M&E Plan must be reviewed annually, and any changes communicated in writing to the AOR.

2. Consultation

The Participating Agency and USAID will cooperate to assure that the purpose of this Agreement will be accomplished.

3. Coordination

The Participating Agency must make best efforts to coordinate its activities with those of other U.S. Government financed programs and other donors providing assistance substantially similar to that of the Participating Agency in the Cooperating Country.

4. Compliance with USAID Policy Guidance.

The USAID/Afghanistan Office of Democracy and Governance (ODG) is responsible for coordinating the implementation of USAID-funded activities of the Participating Agency under this Agreement. From time to time, the Assistant Administrator for the Office of Afghanistan and Pakistan Affairs (OAPA), his or her Deputy, or the ODG Office Director, may provide additional policy or operational guidance in writing to the Participating Agency or its representatives in carrying out foreign assistance programs and activities in the Afghanistan and Pakistan Region, including this Program. The Participating Agency agrees to comply with such guidance so long as it is consistent with this Agreement and with laws and policies governing operation of the Participating Agency.

5. Communication

Any notice, request, document, report, or other communication submitted by either the Participating Agency or USAID, unless this Agreement expressly provides otherwise or the parties otherwise agree in writing, will be sent to the other party's Authorized Representative or Additional Representative noted in block 13 or 12 of the face sheet of this Agreement.

6. Notification

The Participating Agency must notify USAID promptly in writing of any audits of activities financed by this Agreement initiated by or at the request of the Participating Agency, its Inspector General, the Office of Management and Budget, or the General Accounting Office.

7. Program Evaluation

At the option of either USAID or the Participating Agency, the Participating Agency will undertake or cause to be undertaken, within the total budget specified in the Financial Plan and Budget in Annex B of this Agreement, an external evaluation of the Program. The Participating Agency and USAID must agree on the terms of reference for the evaluation and an appropriate schedule for conducting it. Evaluations may include

- a) Evaluation of progress toward attainment of Program objectives;
- b) Identification and evaluation of problem areas or constraints that may inhibit attainment of Program objectives;
- c) Assessment of how such information may be used to help overcome such problems; and
- d) Evaluation of the overall impact of the Program on Program objectives.

8. Information Requirements for Training Activities

a. The quarterly reports discussed above and in Standard Provisions, Clause F, will include an analysis by gender of the individuals trained to date under the Program.

b. If applicable, the Participating Agency will provide reports to USAID through USAID's required participant training database, "TraiNet," in accordance with USAID Automated Directives System Chapter 253. The Participating Agency must enter in the database data for each person trained under the Program. The data will include biographical, programmatic, administrative, and logistical information that will facilitate USAID's reporting to Congress.

F. SPECIAL PROVISIONS

1. **Country Eligibility** Funds provided under this Agreement may not be used for activities that constitute "furnishing assistance" to a country or countries that USAID informs the Participating Agency are ineligible for assistance, except as USAID may advise otherwise. Examples of activities that constitute "furnishing assistance" to a country include assistance directly to a country's public or private sector, assistance to a USAID Mission to implement a strategic or special objective, or assistance to another donor or nongovernmental organization to assist it in assisting the country. Examples of activities that are not considered to be assistance to a country include assisting USAID to develop a strategic plan for its own future planning or conducting an evaluation of past activities, where the information developed is not transmitted to the country or to another donor to use in assisting the country.

2. Environmental Regulations. The Participating Agency must comply with USAID environmental regulations (Code of Federal Regulations (CFR), Title 22, Part 216, "Regulation 16") in carrying out the Program. USAID has granted a categorical exclusion for the Program under the terms of Regulation 16, and upon request, will furnish a copy of the categorical exclusion to the Participating Agency. USAID expects that no further action under Regulation 16 is required for the Program unless the Participating Agency undertakes activities under this Agreement other than those described in the categorical exclusion. However, if further action becomes necessary, USAID will, upon request, provide further guidance to help the Participating Agency comply with Regulation 16.

3. Source of Commodities; Nationality of Suppliers of Commodities and Services. The following provisions apply to this Agreement except as USAID may otherwise agree in writing.

a. Except as this Agreement provides otherwise, the Participating Agency must comply with 22 CFR Part 228 and USAID Automated Directives System (ADS) Chapters 310 and 311. The terms "source," "nationality," "foreign policy-restricted countries" and "Geographic Code," as used in this Agreement, have the definitions set forth in 22 CFR 228.

b. The USAID Authorized Geographic Code for the source of commodities financed under this Agreement and for the nationality of the suppliers of commodities and services financed under this Agreement will be "937," the United States, the recipient country, and developing countries other than advanced developing countries, but excluding any country that is a prohibited source.

c. Commodities financed under this Agreement must have their source in a country or area included in the USAID Authorized Geographic Code applicable to this Agreement or in the cooperating country. Suppliers of commodities or services will have a country or area included in the USAID Authorized Geographic Code or the cooperating country as their place of nationality.

d. The Participating Agency may authorize the source and nationality of a procurement in a country other than as specified in this Agreement, only if

(1) The procurement is of commodities or services of a type that is not produced in and available for purchase in any country authorized under this Agreement; or
(2) The Authorized Representative of the Participating Agency determines in writing on a case-by-case basis that procurement in such other country is necessary

(a) to meet unforeseen circumstances, such as emergency situations, or
(b) to promote efficiency in the use of United States foreign assistance resources, including to avoid impairment of foreign assistance objectives.

The authorization for procurement under this paragraph must be in writing and must set forth the basis for the authorization. The Participating Agency must provide USAID a copy of the authorization.

4. Participating Agency personnel will not work primarily in USAID offices or on USAID activity sites.

5. Section 487 Under Section 487 of the Foreign Assistance Act of 1961 (FAA) (Section 487), as amended, no assistance may be provided under this Agreement to or through any individual or entity where the United States Government has reason to believe that the individual, the entity or a "key individual" of the entity is or has been involved in "drug trafficking activities" (including "money laundering") (all quoted terms in this clause having the meanings given them in Section 487 and USAID Automated Directives System (ADS) Chapter 206). If assistance under this Agreement is to be provided by the Participating Agency to an individual or entity in or from a "covered country," or if the Participating Agency knows or has a reasonable suspicion that the proposed individual, entity, or "key individual" of the entity is or has been involved in "drug trafficking activities," then the Participating Agency is responsible for ensuring that the assistance is provided in a manner consistent with the provisions of Section 487 and ADS 206, including, as applicable

- (i) Submitting the names of each "key individual" and "covered participant" to the Country Narcotics Coordinator at the relevant United States Embassy for clearance;
- (ii) Obtaining certifications in the forms of the "Key Individual Certification – Narcotics Offenses and Drug Trafficking" and the "Participant Certification - Narcotics Offenses and Drug Trafficking," as set forth ADS 206, from each "key individual" and "covered participant"; and
- (iii) Including in any agreement that the Participating Agency may enter into with a "first-tier recipient" or "covered participant" the appropriate clause(s) substantially in the form(s) attached as Attachment 1 of this Schedule.

6. Support To Terrorism

The Participating Agency is reminded that U.S. Executive Orders and U.S. laws prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Participating Agency to ensure that all subagreements, contracts, and grants issued under this Agreement comply with these Executive Orders and laws.

7. Chief of Mission Authority

The Participating Agency is not under Chief of Mission authority.

8. International Travel

As the Participating Agency is not under Chief of Mission authority, international travel as specified in Annex C, Standard Provisions, K. International Travel, is not subject to United States Embassy or USAID Mission clearance in accordance with guidance issued from time to time by USAID.

9. Communication Products

The Participating Agency is not required to comply with Annex C, Standard Provisions, N. Communication Products and may follow its own publications policies and procedures.

G. ORDER OF PRECEDENCE

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

Face Sheet

Schedule

Annex C, Standard Provisions

Annex B, Financial Plan and Budget

Annex A, Program Description