USAID | AFGHANISTAN
FROM THE AMERICAN PEOPLE

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JUL - 4 2012

Subject: Fixed Obligation Grant (FOG) Award No. AID-306-F-12-00005, under APS 306-10-0020 with The Liaison Office (TLO).

Dear Mr. Stanikzai,

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 The Liaison Officer ("TLO"), the sum of $999,541.00 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

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Attachments:

1. Schedule
2. Program Description
3. Branding Strategy and Marketing Plan
4. Voucher Format
5. Mandatory Standard Provisions
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ACKNOWLEDGED by Recipient's duly authorized representative:

Signature: _____

Name: _____

Title: _____

Phone: _____

Email: _____

Date: _____

ACCOUNTING DATA:

Requisition Number: [redacted]
Funding Type: [redacted]
Account ID: [redacted]
Accounting Line: [redacted]
Bilateral Obligation Record Number: [redacted]—1
Bilateral Obligation Record Type: [redacted]
Currency: [redacted]
Accounting Template: [redacted]
BBFY: [redacted]
EBFY: [redacted]
Fund: [redacted]
OP: [redacted]
Prog Area: [redacted]
Dist Code: [redacted]
Prog Elem: [redacted]
Team/Div: [redacted]
BGA: [redacted]
SOC: [redacted]
Fully funded obligation Amount: [redacted]
Funds type: [redacted]
Treasury Account Symbol: [redacted]

1. Schedule

1. PURPOSE OF GRANT:

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

2. GRANT PERIOD:

The effective date of this grant is date of the award letter. The completion date of the grant is 24 months after the award date.

3. AMOUNT OF AWARD AND PAYMENT:

1. USAID hereby awards the amount of $999,541.00 and obligates $40,000 from which $10,000.00 will be for the successful kick-off meeting and the rest of the obligations will be provided based on the successful completion of each set-up milestones under the Fixed Obligation Grant.

See complete detailed Budget attached within the Program Description.

2. Payment will be made to the Grantee upon presentation to the USAID Controller at USAID/Afghanistan an original and two copies of a properly prepared invoice, with a certification that the Milestone being billed has been completed and providing any other documentation required by USAID specified with each milestone. A voucher format may be provided upon award of the Grant Agreement (Attachment 5). Each voucher will be identified by the award number, specify the Milestone that is being billed, and the fixed amount associated with that Milestone. Payment shall be within 30 days after receipt of a proper invoice. The Recipient is encouraged to submit the above referenced payment documentation as e-mail attachments to the e-mail address provided for the Payment Office. Payment documentation may also be submitted in hard copy paper form to the Payment Office.

4. SPECIAL PROVISIONS:

USAID initial obligation of $40,000 from which $10,000.00 will be obligated for the successful kick-off meeting after the FOG is signed. Future obligations will be based on TLO's successfully completing the milestone plan and upon the determination of the Grant Officer.

1. Following is the Schedule of Milestones associated with the program which has been agreed upon between the USAID and the Recipient, for funding under this Grant Agreement.

2. The accomplishment of each Milestone will be based on the successful submittal or completion of the tasks or deliverables delineated for that Milestone.

3. International Travel at lowest economy class is permitted only. Business Class /1st class travel is not allowed under this award. Lodging and perdiem rates must comply with U.S. Department of State regulations provided under the following link.

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

TLO-Milestone Plan

SR. No.	Milestone	Milestone Timeframe	Priority of Milestone	Approved Budget
1	Successful Kick-off Meeting	FOG Briefing	Immediate	$ 10,000.00
2	Financial, Procurement and HR Manual should be reviewed and revised to accommodate recommendations of the pre-award assessment (Cash payment limit, medical payments and etc...)	Within 30 days from effective date of FOG	High	$ 10,000.00
2	The human resource requirements should be identified to hire staff as needed and the departments should be restructured and reorganized accordingly. Segregation of duties for departments should be identified and must be in place.	Within 60 days from effective date of FOG	High	$ 10,000.00
3	Opening a separate bank account for USAID funds.	Within 10 days from effective date of FOG	Immediate	$ -
4	The management should utilize all the users of the QuickBooks by administering through proper and secure networking. Separate users should be setup and roles should be assigned to each user in order to design an integrated accounting system with sufficient cross controls.	Within 30 days from effective date of FOG	Immediate	$ 5,000.00
5	Adopt a filing system for all HR, Procurement, Administrative and finance documents for future audit purposes	Within 30 days from effective date of FOG	Medium	$ 5,000.00
6	12 months Project workplan for deliverables	Within 30 days from effective date of FOG	Immediate	$ -
		Total Intended Obligation		$ 40,000.00

2. Program Description

1. Program Abstract:

Increasingly it is understood that the inability or unwillingness to deliver basic services to the Afghan population, most of all governance, justice and security, has led to a decrease in popular support for the current Afghan administration. Resource-based conflicts, mostly around land, have been a particularly problematic issue, as the inability of the government to solve them has in some cases created the conditions for broader conflict and violence. This has created a situation where communities increasingly feel alienated from the Afghan state, something the Taliban insurgency has been able to capitalize upon.

It is here where The Liaison Office (TLO) has focussed its programs by facilitating the formal integration of communities and their traditional governance structures within Afghanistan's newly emerging peace, governance and reconstruction framework. More specifically we have aimed our activities at *contributing to good governance by supporting the Afghan government's (specifically sub-national level) responsibility to serve its citizens by promoting peace, dialogue and improving human security through:*

- Improving access of rural communities to local and central government
- Contributing to conflict prevention and stabilization through facilitating non-violent conflict resolution mechanisms
- Facilitating peaceful co-existence among traditional, religious, and other key community leaders

All these goals and activities proposed are in line with the U.S. Government Strategy *"for GIRoA to have a more visible, positive presence throughout the nation through improved service delivery and reduced corruption."* More specifically, resource conflicts, especially those over land, are one of the key sources of conflict between and among communities as well as with government. To address this and reduce the destabilising potential of unresolved conflicts, TLO proposes to support the work of customary conflict resolution bodies (jirgas and shuras) and facilitate their linkage with formal state structures. While a main task of jirgas and shuras is to solve conflicts, they also serve as networks of tribal elders that can be engaged for development activities or other initiatives that USAID or other donors may consider in the future. Such networks, if fostered and engaged to meet more frequently and proactively, can also assist in making known to the provincial government or other interested actors the potential escalation of conflicts and so work on conflict prevention as well as resolution. With these points in mind, **TLO proposes to:**

A. **Map key resource related conflicts in the greater Southeast (Paktia and Khost) and Center (Logar) of Afghanistan** in order to provide TLO the necessary background information to engage government and jirga/shura members in dispute resolution activities that seek to improve stability in the region. For the East this partly entails a re-mapping of old data and, for the other areas, a new mapping of conflicts. Three male and three female provincial data collectors will carry out this task in the field, with TLO staff in Kabul compiling and analyzing their findings. The three female data collectors are specifically tasks to map, and gain further information on, conflicts involving women, or women's roles in conflicts.

B. **Facilitate and support the work of Five Commissions on Conflict Management (CCM's), formal-informal justice bodies dedicated to resolving resource-based conflicts.**

- TLO will build on its experience with CCM's in Khost and Paktia (detailed in the below Technical Merit section) in order
  - To revive (Paktia) and improve (Khost) the work of the two existing bodies.
  - To expand its experience and support to a new CCM in Logar, where a similar interest in the idea was expressed. In all cases, whether reviving a past CCM or building a new one, TLO will facilitate communities' selecting CCM members in a quasi-democratic process. TLO neither selects CCM members itself, nor attempts to influence their decisions, nor engages them in any capacity as TLO employees.
- All CCM members will **receive trainings on Afghan statutory and Sharia law**, as well as **gender issues**. TLO's experience has shown that most CCM members will receive legal trainings eagerly; and, although no consensus exists on very sensitive topics such as gender, many elders are willing to discuss the issue, and some have come out in vocal support of greater women's rights.
- All proposed CCM bodies will **include Kuchi representatives** in order to address conflicts around land tenure (primarily pastures) between nomadic and settled populations, which are an important factor of instability in the area.
- The Paktia, Logar, and Khost CCM's will seek to **cooperate with female elders/wise women** (***spinsari*** or "white-hairs") from these areas (where TLO judges the incorporation of women elders to be most possible). The presence of these ***spinsari*** will prove vital in the larger work of the CCM's on issues that touch on gender, as well as more generally. In turn, these *spinsari* will also form a subcommittee of each of the aforementioned CCM's to deal specifically with women's and gender cases and issues.
- In a second step, TLO would like to facilitate linking all of the CCM's in the Southeast and Central regions into **a single Regional Commission** (comprising representatives of the CCMs of Paktia, Khost and Logar) that can address bigger regional conflicts. The Regional Commission will also include Kuchi representative and women.
  - Here TLO envisions the exchange of ideas, information, and experiences between members of different CCM's and this Regional Commission can later serve as the foundation of a body bringing together jirga/shura members more broadly for discussions of important issues such as the rights of women and minority populations, standard-setting, potential fee structures for CCM's, and related topics.
  - Each of the CCM's with gender sub-committees will second at least two women to the Regional CCM in order to ensure women's rights are safeguarded and their issues and concerns properly discussed.

1. Beneficiary Populations:

The geographic focus of the proposed project focuses on the RC East area of Afghanistan, specifically on the provinces of Khost and Paktia. In addition, the project would also include Logar province and the large Kuchi population living in all three of these provinces. An additional focus will be on the Pashtun tribes that make up the majority of the population of all provinces considered: Khost (total population 520,200), Paktia (499,200), and Logar (354,900). As described in the below sub-section on Gender, the female population of these regions also stands to make substantial gains, as do other under-represented

groups, since TLO's programs will facilitate access to justice, secure livelihoods, and foster productive engagement of government and international actors with tribal society.

2. Development Plan and Activity Description:

2.1 Mapping of land conflicts:

The project's research activities focus on identifying key land conflicts in Khost, Paktia, and Logar, and conflicts specific to the Kuchi population across all these areas. The research on these conflicts will detail the origins and history of each dispute and the major actors (i.e. tribal leaders, GIRoA officials, provincial leaders, power brokers, and insurgent groups et al.) involved and how they relate to one another. In addition, TLO data collectors (male and female) will also map the main conflicts that involve women's issues in each area, particularly those that relate to resource allocation, such as inheritance disputes. Major component activities will include:

- Development of questionnaire (Months 1 and 10)
- Data collection (Months 2-4, and 11-13) for both general and women-specific conflicts
- Data translation and analysis (Months 5-6, and 14-15)
- Creating conflict databases (linked to research) on the respective provinces (Months 1-7, and 10-16)
- Reports on regional land conflicts, dispute resolution, and CCM functioning (Months 10-11 and 20)
- Thematic reports on related issues (as time and resources permit)

2.2 Facilitating and supporting the work of CCMs in the greater Southeast/Center

- Utilizing TLO's longstanding local contacts, facilitate communities' identifying appropriate persons to sit on CCM's and obtain their agreement to do so, while also regularly liaising with government officials (Months 1-3). The female members of the CCM's in Paktia, Khost, and Logar will be chosen by women activists/elders in the areas, and then proposed to the male members of the CCM's. Although TLO only facilitates selection of CCM members, it will strive to ensure some representation of the areas' Kuchi population, as well as the seating of experienced female elders on the relevant CCM's.
- Holding coordination and confidence-building meetings with relevant government officials, in order to assure their support, and foster an environment where formal and informal justice and governance actors work together (Months 1-6).
- Set up (in Logar), revive (Paktia) and improve (Khost) three provincial CCM's (Months1- 3).
- Initiate bi-weekly CCM meetings and the taking of cases (Months 4-20).
- Hold coordination meetings and then set up a Regional CCM (Months 4-6), covering Paktia, Khost, and Logar. After set-up, the Regional CCM will meet to discuss large (regional) cases and topics of general concern (such as standard-setting and potential fee structures for CCM's) twice every year and possibly more often if circumstances require (Months 6, 10, 14 and 18).

- Monitor provincial CCMs and the Regional CCM (Months 4-20). During Months 10-11 and Month 20, TLO will release mid-term and final reports (mentioned also in section A) that will, on the one hand, report on and analyze CCM functioning and, on the other, map conflicts and deeply analyze regional trends and individual cases or conflicts. TLO will also maintain regular contact with, and updating of, the donor, and might release smaller thematic reports, using project data, on issues such as rangelands division, or women and girls' role in resource disputes, if this proves feasible.

- Set up (in Logar and Paktia) or upgrade offices (in Khost) for the handling of CCM duties (Months 1-20).

- Set up and run a Community Support Office/CCM Guest House in Kabul to support data sharing and link up to the central government (e.g., Ministry of Justice, or Afghanistan Land Authority), as well as other relevant persons or organizations in Kabul. This office, and its staff, can also manage a website that publishes CCM case decisions (in order to increase transparency) (Months 1-20).

- Training of CCM members on Afghan statutory and Sharia law, as well as on gender issues (Months 4-5, and Months 17-18).

3. Expected Impact:

While the overarching expected impact of this project is to contribute to governance, peace and stability in Afghanistan's Loya Paktia and Central regions, as well as decrease the distance between government and local communities, the following specific impact is anticipated for each of the two activity groups:

3.1 Research Activities

- Enhancement of knowledge and understanding of local context, leadership, power relations and traditional social and justice structures in order to decrease likelihood of errors by outside actors due to lack of knowledge. This element should also enhance the ability of international actors in Afghanistan to engage in damage control if and when it becomes necessary.

- Improve international and local actors' understanding of the issues facing vulnerable populations such as the Kuchi, along with women and girls.

    - By engaging female elders and project data collectors, TLO will also enhance insight into conflicts involving women and the perspective of women on how to best resolve them, rather than working through a male lens (i.e. the opinions of fathers, husbands, sons and brothers).

- Improve TLO peace building activities through being better informed about local context, and identify pilot areas and entry points, increasing the effectiveness of TLO programs as they go forward.

3.2 Conflict Prevention and Stabilization activities

- Reduce the number of conflicts.

- Decrease the caseload of the formal justice system and/or supplement the formal justice system where needed.

- Improve stability through contributing to more sustainable conflict resolution.

- Improve compliance with Afghan statutory and Sharia law among traditional Afghan elders.
- Increase gender sensitivity of elders through training on relevant Sharia, Afghan statutory law, and human rights concepts. Assuming elders respond to the trainings, they will also help increase women's rights and equality in local communities and the informal justice system.
- Contribute to sustainable outcomes, decrease corruption and forum shopping and make it ultimately more difficult for the insurgency to offer 'better' justice services in these areas.
- Increase community representation and involvement in governance and links between the state, non-state governance structures, and isolated communities

4. Technical Merit:

The following section addresses some GAPS questions directly. In particular, this section will detail TLO's Technical Approach; the Strategic Fit of the proposed program with US Government priorities; as well as the Sustainability of the program and its relationship to Gender issues.

4.1 Technical Approach:

As one of Afghanistan's most prominent and well-established local NGO's working with traditional structures, TLO has already established an extensive track record around Afghanistan, and particularly in the East and Southeast, where it has been working since 2003. Often TLO begins working in areas where elders have expressed a need for assistance in reviving and/or strengthening alternative dispute resolution mechanisms (e.g., jirgas and shuras).

Following the "Do No Harm" approach, TLO begins all its Access to Justice programming by performing in-depth conflict mapping and research of the area, while also making contact with local tribal notables, and government officials. Once research and consultations are completed, TLO works with communities to facilitate the compilation of lists of elders eligible for dispute resolution jirgas, and obtains prominent elders' agreement to sit on the jirgas, as well as the approval of relevant government officials. These jirgas then operate in continuous close contact with both government and tribal groups, taking advantage of the best aspects of both the formal and informal justice systems. It is important to note that TLO's role is facilitation of the process, building on community needs and actions. Thus, communities (and not TLO) "own" the program, enhancing its sustainability and legitimacy at the local level.

Four years ago, TLO facilitated its first Commission on Conflict Mediation (CCM) at the provincial level in Khost after the request of local communities and the provincial governor, followed by another CCM established a year later in Paktia. These CCMs demonstrated enough achievements to establish them as a model for future endeavours. During its first two years, for example, the Khost CCM solved nearly 40 major and persistent land conflicts, including some that dated back decades. Moreover, since 2010, TLO has undertaken CCM-type programming at the district level, with current or recent projects in nine districts in Paktia, Nangarhar, Uruzgan, Helmand, and Nimroz provinces. Among these bodies, the Paktia and Nangarhar shuras have settled more than 300 conflicts to date.

In all of these endeavours, TLO has benefited immensely from key partnerships with local governments and important tribal actors. Among government personnel, TLO has enjoyed extremely close cooperation since at least 2007, when the Governor of Khost requested that TLO set up its first CCM. In all districts where it is currently working, District Governors have approved and stamped lists for TLO

dispute resolution jirgas, and are also giving their official approval to the decisions those jirgas issue (as provincial governors are for TLO's provincial-level projects). District and provincial officials have also cooperated extensively in research. Moreover, requests for expansion have continued, with the Governor of Paktika contacting TLO in 2010 about setting up a CCM in that province. Letters of support for TLO's proposed project are included as Appendix II of this proposal.

TLO's relationships with tribal elders are, if anything, deeper and more extensive. In just one example, TLO recently brought together nearly 100 prominent tribal elders for a workshop in Kabul. These included, to give just two examples, elders whose influence extends even into Pakistan, and an elder from Nimroz who has personally settled more than 800 cases.

Moreover, TLO has also recently explored the role of women in conflict resolution by conducting a workshop in February 2011 on Women and Peace, which involved prominent women from around the country as they discussed their roles in conflict resolution. In the workshop women also expressed their support for the shura/jirga process as long as their rights were taken into account. Some of these women already sit on jirgas/shuras and resolve conflicts, and a few even sit jointly with men. Much of women's work in conflict resolution, especially if jointly done with men, tends to occur without much advertising in order to minimize public backlash. This is something that needs to be taken into account when involving women in such work. TLO will build on this workshop and its links to women in the East in order to ensure that they and the CCM's work together, including the creation of CCM sub-committees for women elders.

4.2 Strategic Fit:

TLO's proposed program will go toward fulfilling multiple and diverse US Government objectives. In particular, it will improve the resolution of disputes – especially long-standing land disputes – as well as contribute to improved local governance more generally. As further detailed in the "Organizational Effectiveness" section, TLO's programs will increase public knowledge of Afghanistan's critical RC-East, improve access to justice and, ultimately, improve both the presence and effectiveness of local government. All of these factors, taken together, should improve Afghan stability and security. Moreover, because TLO is an Afghan NGO and works exclusively in strengthening local structures, its efforts, over the long term, should contribute to the further "Afghanization" of security and governance efforts.

In particular, TLO's CCM programs have already proven highly effective at resolving significant conflicts, including larger conflicts that are destabilizing to districts, provinces, or even entire regions. What is more, because these programs actively involve the Afghan government as a counterpart, they increase the government's ability to provide services to, and prestige among, the local population.

TLO's programs should also go toward fulfilling the following strategic sub-goals:

- 5: *Support visible, responsive and accountable sub-national governance*. In most communities, jirga leaders are among the most "local" and accessible sources of authority. By cooperating with them as equal partners, the government of Afghanistan can improve its presence in, communications with, and understanding of, local communities, including women and minority populations.

- 6: *Build up institutions of representative governance at the national, provincial, district and municipal levels.* Although not purely democratic, jirgas and jirga members can only operate with the consent and cooperation of the communities that host them. As such, they, in most cases, remain highly accountable and responsive to communities' concerns, and may even lose power if

they do not demonstrate these traits. Many jirgas also conceive of themselves as functioning as representatives of the people, and a "bridge" between the people and government. By ensuring that the CCM's include minority and female representation will increase the inclusiveness of theses bodies. Cooperation with them thus should enhance the representative of SNG at all levels.

- 8: *Strengthen civil society [and the media]*. As is well known, the jirga is the most distinctively Afghan (or Pashtun) civil society institution, and, although not formally a part of government, often plays a quasi-governmental role in some communities that cannot practically be replaced. In seeking to strengthen civil society, working with jirgas is almost certainly the best starting point, especially in these areas where tribal structures have maintained their integrity.

4.3 Sustainability:

TLO already enjoys unparalleled tribal contacts, in addition to the cooperation of government officials at all levels. These contacts are both necessary to TLO's operations, and also greatly increase the chance of success. They also greatly enhance the sustainability of TLO's efforts, as local leaders "buy in" from the project's beginning. If the projects succeed during their initial period, local leaders thus have a concrete incentive to continue them. Indeed, the Khost CCM has, despite minimal TLO involvement since 2009, continued to operate and solve cases to this day.

More specifically, TLO seeks the support of USAID to expand and build on pilot projects that were initially self-financed, and then later funded through the United States Institute of Peace (USIP). While, at present, such bodies (CCMs and related district-level bodies) still need external support in order to expand geographically and build internal capacity, TLO will work with CCMs during the USAID funding cycle to start establishing standard fee structures that can later lead to a transparent and accessible "fee for service" model (including financial aid for those too poor to otherwise access the system) and thus help sustain the running of the CCMs. Discussions in the provincial CCM's themselves, as well as larger discussions at the Regional CCM level, will prove vital in working out this fee structure in a way that is economically sustainable and culturally legitimate.

4.4 Gender:

TLO's proposed programs will address Afghanistan's gender issues in several interrelated ways. First, TLO will include female staff in the data collection process in order to add a women's lens to the conflicts studied. Second, it will work on the training of CCM members in women's rights and help them to develop standards that discourage (or even abolish) the use of practises that violate women's rights (such as baad, the exchange of women as compensation for crimes committed). Finally, TLO will encourage the CCM's to build sub-committees on gender that involve prominent local spinsari that will deal with women's cases, while also contributing to the CCM's operations and practices in general. Thus TLO's programs will not only raise awareness of women's issues within Afghanistan's traditional local power-holders, they will also further empower local women to gather information on, and solve, conflicts themselves.

More specifically, TLO will utilize the services of female data collectors in Paktia, Khost, and Logar where their mobility and security is most guaranteed. Female data collectors will prove invaluable for the mapping of women's and family conflicts, and in providing access to, and knowledge of, aspects of conflicts that would otherwise remain hidden. The use of female data collectors will also provide a women's lens on conflicts, the analysis of which has so far been rather dominated by male perspectives.

Moreover, TLO's previous work with elders has shown that while adherence to Western-style conceptions of women's rights is limited, elders' willingness to engage on these issues is broad. As respected community leaders, they are aware of the problems women in Afghanistan face, and experience has shown them to be open not only to discussions, but also to modifying their practices. They are particularly open to change if such suggested modifications are based on already-existing (if comparatively rare) aspects of Afghan culture, such as the importance of women mediators in settling violent tribal conflicts, or derive from Sharia or other Islamic principles. Thus TLO will both provide CCM elders with trainings on women's rights and gender that meet the above guidelines, as well as provide them both provincial and regional forums where they can discuss and address these issues more systematically. TLO will also work with the CCM's to help establishing better informal dispute resolution standards that will discourage (with a view to eventually eliminating) practises (such as baad) that violate women's rights.

Last but not least, TLO will work with the CCMs to involve female elders in conflict resolution by making them part of both the existing and new CCM bodies. These spinsari are much better positioned than their male counterparts to successfully mitigate and resolve women's and many family conflicts, as well as playing an important role in the conflict resolution work of the CCM's more generally.

2. Management and Operational Approach and Capability:

2.1 Organizational Effectiveness:

As the next section on "Past Performance" will make clear, TLO has successfully handled a wide variety of projects for a broad spectrum of international donors, including the governments of Germany, France, Australia, Switzerland, the Netherlands, Canada, and the United States. Internally, TLO – an organization with over 230 staff – has well-developed Human Resources and Finance policies, having periodically engaged the international accounting firm of KPMG to provide consulting services. TLO also commissions an annual external audit, to ensure organizational and financial transparency and effectiveness. Thus, while TLO intends to build its organizational capacity even further, the organization has both demonstrated considerable effectiveness, as well as put in place internal and external measures to ensure that this effectiveness continues. In support of monitoring the proposed program, TLO will submit to the donor comprehensive reports during Months 10-11 and 20 of the project. It will also meet with the donor regularly, and provide any available information upon request, via regular meetings or in informal reports.

Speaking more broadly, TLO's programs, if approved, will contribute to the following issues outlined further below: Governing justly and democratically (GJD); Indicators and Definitions: Research and Information Gathering; Rule of Law and Human Rights; Good Governance; and Civil Society.

For **Research and Information Gathering**, TLO's activities will produce baseline and more in-depth Studies on land, resource and other conflicts, as well as dispute resolution mechanisms as they already exist in these provinces. Furthermore we will monitor the impact of the CCM bodies that TLO is proposing. Such studies will greatly increase knowledge about justice institutions in these vital parts of Afghanistan, as well as provide valuable insights into how these institutions can be reinforced, linked to the state, and, as needed, reformed, especially regarding women's and gender issues.

The proposed programs' impact on **Human Rights**, particularly access to justice and women's rights, should also be substantial (GJD Indicator 1.1 et seq.). In many rural areas, access to state justice is minimal (e.g., all Paktika district judges are currently residing in Kabul and not taking cases). And even where state justice institutions are functioning, they often do not have the capacity to address large and

persistent disputes, especially those involving land or other important resources. As a result, the most effective dispute resolution often takes place in the informal system, which can be highly efficient but cannot, for example, issue titles to property that the state will recognize. Thus, throughout much of the country, access to justice suffers, as do other linked bodies of rights, such as the right to property, the right to due process, and marginalized groups' economic, social and cultural rights. By coordinating informal bodies, linking them to the state, ensuring representation of marginalized groups such as Kuchi nomads and improving observance of their individual and social rights, TLO will thus improve access to justice and the number of justice institutions available, and in turn help address a number of pressing human rights issues.

Moreover, as detailed above, TLO's programs will have a substantial positive impact on women's rights, by helping bring women's issues and disputes to light, and resolving them fairly and efficiently. TLO's proposed programs will also empower local women to not only investigate and resolve disputes, but also to contribute to the continuing dialog over the operation and reform of Afghanistan's informal justice system as both data collectors and CCM members. TLO's trainings on both Afghan statutory and Sharia law and gender issues should also improve the observance of individual rights, including women's rights, more generally, especially in cases involving family disputes or personal status.

Similarly, TLO's programs will also strengthen citizen participation in government (GJD 2.2-3.1). They will provide citizens a convenient entry point to access government services, as well as improving Sub-National Government performance by upgrading the mechanisms with which SNG can address disputes. Jirga elders often state that they see themselves as a "bridge" between the government and people -- but this role is held back by the lack of a formal relationship to the state. Similarly, even responsive district government can remain somewhat cut off from the people, given the frequent rotations of district personnel, and the state's essentially unitary nature. TLO's proposed programs will allow both elders, including representatives of disadvantaged communities and women, and local government to collaborate with one another more efficiently, and provide an enhanced level of dispute resolution services. SNG should thus see broad-based improvement, in both dispute resolution capacity and political engagement with local communities.

5. 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.

- **Program Manager;**
- **Justice and Governance Officer;**
- **Finance Manager;**

6. 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.

7. 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, TLO must notify the GOR and request for a waiver for the extension beyond the completion of 180 days.

8. 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
4. Women, as well of number of beneficiaries;
5. Number of interventions resulting in increased participation of women in government and civil society;
6. Number of activities supporting legal rights and public access for women; and,

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

9. 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.

10. 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.

11. 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.treas.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.11n.0rg/Docs/sc/committees/l267/1267ListHng.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.iai.org/English/Terrorism.asp); or

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

(iii) Any other act intended to cause death or serious bodily injury)' to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

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

d. References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the 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. 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)

ANNEX A-PIF

(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): ☐ Contract or Subcontract ☐ Grant or Sub-grant ☐ Training ☐ Equipment ☐ 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-12-00005. The SF-1034 must be signed, and it must be submitted along with the invoice and any other documentation in Adobe format. If submitting invoices electronically, do not send a paper copy. Once invoice has been properly submitted, the average time to payment is approximately three weeks.
Paper copy submission: One (1) original of each invoice shall be submitted on an SF -1034 Public Voucher for Purchases and Services Other Than Personal to the Office of Financial Management (OFM) at the following address:

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

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.

e. SUBAWARDS

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

[END OF PROVISION]

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]