



USAID | AFGHANISTAN

FROM THE AMERICAN PEOPLE

AUG 13 2012

[REDACTED]

Subject: Fixed Obligation Grant (FOG) Award No. AID-306-F-12-00008, under APS 306-10-0020 with Welfare Association for the Development of Afghanistan, (WADAN).

[REDACTED]

Pursuant to the authority contained in the U.S. Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development ("USAID"), hereby awards to ("WADAN"), the sum of [REDACTED] available 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.

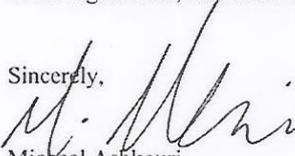
This FOG is subject to the terms and conditions as set forth in the attachments listed following the signature below, which together constitutes the entire Grant Agreement and have been agreed to by your organization.

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 related 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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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.

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. BUDGET:

The following is the Grant Budget, including local cost financing items, if authorized. Revisions to this Budget shall be made in accordance with 22 CFR 226.

1. Total Estimated amount of the Fixed Obligation Grant
2. Total WADAN Contribution Amount
3. Total USAID Contribution Amount

5. SPECIAL PROVISIONS:

USAID initial obligati for the successful kick-off meeting after the FOG is signed. Future obligations will be based on WADAN'S'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 per diem rates must comply with U.S. Department of State regulations provided under the following link.

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

WADAN/ADA MILESTONE PLAN

SR. No.	Milestone	Milestone Timeframe	Priority of Milestone	Approved Budget
1	Successful Kick-off Meeting	Immediate	High	\$ [REDACTED]
2	Implementation and training of accounting software (Quick Books)	Within 30 days from effective date of FOG	Immediate	\$ [REDACTED]
3	Update filing system for all HR, Procurement, Administrative and finance documents for future USAID audit purposes	Within 30 days from effective date of FOG	Medium	\$ [REDACTED]
4	Recruitment of Compliance Officer	Within 30 days from effective date of FOG	Medium	\$ [REDACTED]
5	12 months Project work plan for deliverables	Within 30 days from effective date of FOG	Immediate	\$ -
Total USAID Intended Obligation				[REDACTED]

In addition to the above setup milestones, WADAN should follow the following bullet points as well in order to enhance WADAN's current management, financial, administration. USAID will not be funding the following recommendations.

- Review and update manuals for Accounting, Reporting and Financial Management Function, covering at least (a) system application controls, (b) defined accounting policies, (c) budgeting and budgetary controls, (d) day to day accounting procedures, (e) asset management, (f) books of account, (g) cash management, (h) commitment accounting, (i) cost sharing, (j) advances, (k) travel, (l) reconciliations, (l) standard documents, and (m) record maintenance.
- Bank account signatories to be updated (at least three signatories from which two must sign in each check).
- Segregation of duties in Finance, procurement, administration/logistics and HR should be reviewed and updated.
- Organization chart to be updated.
- Follow up on prior audit recommendations.
- Adapting regular (monthly and/or quarterly) financial reports to be prepared and documented.
- Bank reconciliations to be conducted regularly and documented for future references.
- Travel policies to be established /updated.
- Conduct periodical (annual and/or semi-annual) physical inventory of the organization's assets.
- WADAN should meet the above nine requested bullet points at their earliest convenience and should provide weekly updates the Grant Officer Representative.

2. PROGRAM DESCRIPTION

Program Abstract:

Among the four primary sub-national governance entities, which include governors, ministry line departments, and development committees, are the Provincial Councils, which are composed of the only elected officials working at the provincial level. Although these councils do not have a clearly defined purpose and there exist potentially problematic snarls in the already crowded and underfunded sub-governance arena regarding their roles; in concurrence with the most current Law of Provincial Councils which is not yet ratified, WADAN has identified some work for the Provincial Councils that could further define their role in government. The activities presented in our grant application would elevate the level of Provincial Council activities to essential and empower PCs to render service to themselves and their constituencies, the people who elected them to office.

Honing good government practices requires knowledgeable and capable government officials and a citizenry who knows about good democratic governance. There is a sizable existing need for civic education in order to contribute to the building of citizens and well-functioning government. WADAN would seek to address this need by working to improve the abilities of four Provincial Councils to understand the philosophy and workings of democratic governance, including the responsibilities of their office, and to know the rights and responsibilities of all citizens.

Provincial Councils are mandated to work to contribute to the development plans for their provinces, and oversee and advise the actions of provincial governments. WADAN would apply knowledge-building efforts in their areas of activity including communication, democratic governance, human rights, peace building and rule of law. WADAN would provide mentorship for the duration of the project and include a component for provincial council members to reach out in efforts to meet constituents' needs as well as a media relations component that would expand upon PC members communication skills and serve to reinforce their role in public service.

Ghazni, Laghman, Parwan and Samangan are the provinces where WADAN has selected to implement this project; demographics were considered, the areas' populations and cultures, and the especial need of an Afghan organization to balance any perceived benefits as equally as possible among a variety of Afghan ethnic groups; Ghazni's population is primarily Hazara and Pashtun, Laghman is home to Pashtuns, Parwan has mostly Tajiks and Samangan is primarily populated by Uzbeks. Other factors were part of the selection equation, such as attaining geographic balance by establishing project presence in four regions and the need of intervention for the benefit of the provincial councils and for their constituents, the residents of the four provinces. Unlike Kandahar, Nangarhar, Kabul or Balkh, the four provinces chosen for this project are not high profile centers of international attention. And finally, these choices meet the criteria of serving the underserved and contributing to nation building from the grassroots, both solid components of WADAN's vision and mission.

WADAN will include public awareness of the law and government policies, building the capacity of the public and government officials, promoting dialogue on democratic local governance, developing accountability. WADAN would seek to develop the ability of communities and local councils to monitor and report on the performance of government as well as to look at the service needs and delivery standards through involving Provincial Councils.

Our proposed action has three specific objectives: 1) to increase PC members awareness and knowledge about the provisions and objectives of the Law of Provincial Councils and the role and responsibilities of Provincial Councils, 2) to educate PC members about good governance, democratic principles, the rule of law, human rights principles and practices-with a focus on women and children, anti-corruption principles, and peace building, and 3) to encourage the development of constructive relationships between PCs and their constituencies.

Technical Approach

The Welfare Association for the Development of Afghanistan (WADAN) and its subcontracted partner Afghan Development Association (ADA) plan over a time span of two years to significantly contribute to the empowerment of four provincial councils by providing training in the Law of Provincial Councils, good democratic governance including a focus on leadership, transparency and accountability, public relations and communication, human rights, and peace building. The initiatives proposed under this project will inform provincial council members to understand their roles and responsibilities, and promote justice and peace, the rule of law, national unity, human rights, and democratic reform in Ghazni, Laghman, Parwan and Samangan. The PCs would gain essential knowledge in order to work to establish effective communication amongst all stakeholders, serving as bridges

between their constituents and the GIROA.

To further this project, WADAN/ADA will carry out the following activities:

Identification and Recruitment of Project Staff: WADAN/ADA will identify and recruit qualified project staff from the target provinces. Recruitment would be based on merit, understanding of the local codes of conduct, willingness to work with participants; proven records of accomplishment, honesty and reliability would define our staff members. WADAN would take gender balance into consideration in the process of recruitment.

Training of Trainers (TOT): WADAN/ADA will plan and execute extensive TOT for the project staff in the training topics. Our trainers and outside experts will develop the curriculum and training materials, discuss implementation strategy, finalize a work plan, and design evaluation materials.

Provincial Level Activities will include the following:

Thematic Training Workshops for Provincial Council Members: WADAN will organize two thematic workshops of 3-day duration in each of the four target provinces. Themes include The Law of Provincial Councils, the roles and responsibilities of PC members, good democratic governance, human rights, anti corruption and inclusion. National Program Priorities needs assessment, monitoring and evaluation, and report writing will be part of the trainings. Sub-national Governance Strategy will be explained and detailed discussions will ensure that participants are adequately educated about this strategy. If deemed necessary, the duration of training can be extended. A flexible approach will be adopted when it comes to the duration of training and selection of topics.

As part of the project, listed in alphabetical order, are further activities:

Anti-Corruption Meetings: PCs in close collaboration with WADAN and ADA will organize eight meetings, two per province; and to each meeting invite 30 influential local leaders, civil society representatives, government officials, religious scholars, teachers, women, youth, the public and the media. The objective would be to create informed citizens who understand what corruption is, believe that corruption is unethical, undemocratic, and profane, un-Islamic behavior that brings dire consequences to society, and who would then work to discourage or fight corruption.

Governance Coordination Meetings: Each PC will participate in the organization of five meetings that will result in improved communication between state and non-state governance figures. Of 20 participants expected at each meeting, there will be the provincial governor, CDC members, *maliks*, *mullahs*, influential women and the media. Each meeting's agenda set by PC/WADAN/ADA will discuss relevant important issues and devise ways to stress coordination in governance.

Media Involvement: Media, particularly local radio and TV, can provide key support for local civil society strengthening and building local governance. When the media undertakes its role responsibly and professionally, governance should improve. Provincial Councils should understand that an independent media could enhance their credibility if members make themselves available for interviews for questions by listeners on issues of importance to them. In Afghan society, where media has been seen solely as a government mouthpiece, this is a major challenge to all parties: for media professionals who avoid controversial topics because they fear intimidation, for PCs who see criticism by the media as a threat, and for the general public who have no experience of using the media to reinforce their rights.

This component of our project would be subcontracted to Media Support Partnership Afghanistan (MSPA), and will consist of the following activities:

- Produce one 10 minute' video film for PC/ local media training sessions. The film will feature how cooperation between responsible local media and an active governor positively contributed to the transformation of the city of Lashkargah, which prospered despite conflict in other surrounding districts of Helmand. The film will show how improvements in the roads, security, the local economy and general well being benefited by greater government accountability. As a result, the Governor and the Provincial Council have greatly increased legitimacy and popularity. The film, and accompanying training sessions, will illustrate how this win-win situation could replicate in other provinces.

- Four radio phone-in programs, each with a 5-minute feature covering similar issues from the Lashkargah example to stimulate discussion between PCs and listeners on what needs to be done to promote positive change in their districts
- Three media training sessions in each of the target provinces which reinforce the messages from these programs and brainstorm locally appropriate ways to replicate good governance, greater government accountability and promote law and order

‘Town Hall’ Events: Within the perimeters of this project’s objectives, and with assistance from its trainers, PCs will organize 28 gatherings for constituents and invite influential local leaders, civil society representatives, government officials, religious scholars, teachers, and the media. The purpose of this activity would be to connect officials with constituents to exchange views on issues of importance and to open communication channels. Each ‘Town Hall Event’ would accommodate at least 50 participants.

Coordination and Cooperation: Under this project, regular meetings will occur to discuss lessons learned evaluation of the project and any improvements or modification needed for implementation of the project. WADAN has initiated a coordination mechanism with IDLG and NDI to ensure regular and meaningful coordination and cooperation on all aspects of the project. This will include meetings – probably scheduled on a monthly basis, the possibility of joint training/workshops, as well as sharing of experience and technical knowledge regarding supporting and building capacity of provincial councils. During project implementation, WADAN will seek information from NDI regarding the previous assistance and activities carried out by NDI in relation to the capacity building of provincial councils and its outcomes to supplement the information already provided by the reporting on NDI’s web site. IDLG has already provided WADAN with the official “support letter” and has approved all activities proposed in the application. *The letter is shared with USAID via attachment “C” of the proposal.* This kind of cooperation and support from IDLG will strengthen WADAN and its sub grantee (ADA) from the starting point to effectively implement the project.

Reporting: WADAN will prepare the required narrative and financial reports and submit those required to USAID and any other entity allowed under the grant agreement. WADAN will be responsible for consolidating, compiling and submitting of the reports.

Monitoring & Evaluation: WADAN/ADA will maintain a schedule of regular internal mentoring, monitoring, evaluation and assessment of the project, employing various evaluation techniques including pre and post training questionnaires, face-to-face interviews with project staff and participants, focus group discussions, surveys and if required, external assessment and evaluation of the project. WADAN/ADA will ensure the Monitoring & Evaluation process includes PC members, government officials, and representatives from the constituencies and representatives from other stakeholders. Each training segment will include Monitoring & Evaluation components; and the findings (lessons learned, challenges, effectiveness and outcomes) will be shared through the regularly scheduled activity reports with USAID. Mindful of the project’s objectives, which follow, actions for improvements that would be recommended by M&E staff and implemented by the project staff and M&E will also be based on the specific objectives listed below.

Objective 1: *To increase PC members’ awareness and knowledge about the Law of Provincial Councils, it’s provisions and objectives and the role and responsibilities of members of Provincial Councils.*

In order to assess these outcomes, WADAN/ADA will administer pre and post training questionnaires that will gauge the level of understanding and knowledge of the participants. Our measure of success based on the feedback WADAN receives from the participants will reflect participants’ understanding of democratic governance, social justice, community mobilization, anti-corruption and the rule of law.

WADAN/ADA will regularly visit and monitor PC project activities such as state and non-state governance meetings, anti-corruption workshops, and other advocacy gatherings. During these activities, pre-and post evaluation questionnaires administered to the participants will gain and record feedback for our evaluation and assessment. WADAN will also assess level of performances of PC members in their respective constituencies after they received trainings. This will include visiting districts, interviews with local residents (constituents), and interviews with local government officials and checking records of the development work at the MRRD provincial directorates.

Objective 2: *To educate PC members about good governance, rule of law, peace building, and human rights – particularly the rights of women and children, effective communication, including how to advise higher government*

figures and participate appropriately in the development process, according to the Articles of the Law of Provincial Councils.

Similar to the monitoring and evaluation mechanism used to evaluate Objective 1, pre and periodic training questionnaires will be used to gauge acquired knowledge and to track the behavior changes of the participants.

Additionally, questionnaires will design to seek the feedback of a representative sampling of residents of the provinces covered by the project in order to gauge their assessment of Provincial Councils at the beginning of the project, at intervals throughout its duration, and at its conclusion.

Through these opportunities for improved performance and communication, our training and outreach activities will model and encourage enhanced cooperation and coordination amongst all the participants, other government entities and their constituencies through the promotion of increasingly effective PCs. WADAN will record changes throughout the project's time span and document the observable indications of change as benchmarks of success.

Objective 3: To encourage the development of constructive relationships between PCs and their constituencies as well as other components of provincial government and leadership figures, particularly through the Town Hall Meetings activities

Pre and post activity questionnaires will gather the comments of all who participate in the Town Hall Meetings. Since the meeting planned for this activity would be spaced at intervals on the project's time line, information gathered would serve to graph progress as well as to inform needs that should be met in trainings throughout the project's duration.

Benchmarks:

These indicators will present concrete results of the level of success of the project's activities. The below listed benchmarks and the above mentioned objectives serve to record the progression of results of the project's activities. These indicators will help in assessing the lasting outcomes of the implemented project:

1. One hundred percent of the PC members from the four target provinces attended and were active participants in training and activities throughout the project's time span;
2. Eight thematic workshops were conducted for PC members in four provinces;
3. Eight Anti-Corruption Meetings, planned and organized by WADAN/ADA in conjunction with PCs, were held (two meetings per province) and resulted in a core group of influential citizens prepared to take a stand and work against corruption in cooperation with the PCs;
4. 28 Town Hall Events were planned, organized and scheduled by WADAN/ADA in conjunction with PCs and were held throughout the time span of the project;
5. One film of 10 minutes duration was produced and used in each of the four provinces for Media Relations training in the project's scheduled sessions for PCs and their local media outlets.
6. Four radio phone-in programs, each with a 5-minute feature story would consider how to bring improvements in their districts and provinces would have been aired
7. Three media training sessions in each of the target provinces would have been conducted to encourage PC and their constituents' inclusion in discussions regarding good governance.

The Program's Strategic Fit with the U.S. Governance Objectives: The provision of our training and mentorship programming will build the capacity of leadership at the sub-national level. The project will strive to promote social justice, peace and stability, human rights, democratic governance, accountability, transparency, and Provincial Councils will develop serve as effective bridges between constituents and the GIRoA and at time the international community. The provision of these services complies with U.S. governance strategy, coinciding with WADAN's, which has as an overarching strategic objective to improve the performance, accountability and perception of governance in Afghanistan, thereby making significant contributions through the inclusion of various segments of

citizenry to national unity and the functional ability of Afghanistan as a nation.

Supporting Government Strategy and National Priority Program of IDLG:

As stated earlier, WADAN will be working closely with IDLG at all levels. WADAN will make sure that the proposed project is supportive of the government's strategies and priorities regarding local governance. Since the project is designed for provincial councils, it has a direct relationship with local and sub-national governance. All planned activities should have direct and indirect effects over the improvement of local/sub-national governance. This will be achieved through improving technical capacity of the target provincial councils. Further, the project will support the long-term strategy of the international community when it comes to supporting local and sub-national governments.

Sustainability: The methodology of this project ensures its sustainability and participant ownership of this project, as the direct beneficiaries are the elected provincial councils. When the provincial councils' quality has improved, members will exhibit capacities of effectual relationships with communities and they will be able to convey constituents' needs to relevant departments.

As elected officials, provincial council members must learn to work for the needs of their constituents and develop an active role for their councils. Since PC members will be involved in all phases of this project, theoretical and practical, their sense of ownership will build accordingly, which ensures further institutionalization of Provincial Councils and likewise ensures the sustainability of this project.

The training program will enhance communication, leadership, and problem solving by PC members and since members come from the local communities and directly represent their villages and districts, their improved skills will help them addressing the problems of local people in the future after their terms as PC members are finished. Thus the impacts of the project will remain for long time from the village to the province levels.

WADAN would anticipate that the impact of the activities of this project and the vigorous monitoring and evaluation process would serve to introduce new concepts, reinforce knowledge and model successful practices that could be replicated by Provincial Councils in these four provinces long after the end of the project. Such sustainability would be attained through the efforts of skilled trainers, feedback and positive reinforcement gathered during the project's generous implementation time line and recognition that dedicated politicians can contribute to positive change at the sub-national level of government.

Gender Issues: Since there are female Provincial Council Members, in a society known for widespread gender separation it is likely they will be the ones who are most active in the portions of organized events that promote active citizenship for women and the inclusion of women in public life. Women will participate in all of the activities outlined in this project. They will serve as project staff and active participants. Issues raised and resolved under this project will focus heavily on gender inclusion. WADAN and ADA will make strong efforts to include female segments of the target groups, both PC members and their constituents when it comes to provision of training and activities.

Management and Operational Approach and Capability Organization's Effectiveness and Partnership:

This project is the joint effort of two well-qualified entities, The Welfare Association for the Development of Afghanistan (WADAN) and Afghan Development Association (ADA) who have formed a strategic partnership to combine their expertise to the design and implementation of this project.

Importantly, the Independent Directorate for Local Governance (IDLG) endorses this project. WADAN/ADA will work closely with the IDLG and all provincial councils on the implementation of this project. The PCs will take lead in the implementation of the outreach activities while WADAN/ADA will work closely with them providing assistance, mentorship and support. WADAN will be responsible for collecting, compiling and submitting all narrative and financial reports.

For the division of labor, WADAN will be responsible for the implementation of this project in the two provinces of Nangarhar and Kunduz while ADA will be responsible for Khost provinces. The overall strategic, operational and financial management of the project will be WADAN's responsibility.

The Welfare Association for the Development of Afghanistan:

Established in August 2002, WADAN is an indigenous NGO that envisions a peaceful, drug free, democratic, developed and prosperous Afghanistan. Our mission is to advance the spread of democratic principles, development, social justice, human rights, and freedom as well as to strengthen communities and local governance by promoting effective community and institutional development practices and drug control initiatives. Registered with the government of Afghanistan, the Afghan NGOs Coordination Bureau (ANCB), and the Agency Coordinating Body for Afghan Relief (ACBAR) WADAN undertake community and institutional development, civic education, and drug control initiatives. Based in Kabul, with approximately 850 full- and part-time staff, WADAN have offices in Badakhshan, Balkh, Ghazni, Helmand, Herat, Khost, Logar, Kandahar, Kunduz, Nangarhar, and Paktia. For details about WADAN, please visit our website at www.wadan.org

Afghan Development Association: Established in 1990, is a member of ACBAR, ANCB and HRAAC. It is a visionary organization undertaking multi-sectoral rehabilitation and development work across Afghanistan. ADA currently implements large programs for the Afghan government as NSP and Teacher Training and donors such as the EC, Church World Services, Oxfam, Novib, CARE International, Norwegian Church Aid (NCA), FAO, The Asia Foundation, Christian Aid (CA), World Bank and USAID backed companies (ARD, DAI and CAI). Community Based Stabilization Grants Program, Integrated Rural Development programs, Local Community Capacity Building and Vocational Training in different parts of the country. ADA with main office in Kabul currently operates in 16 provinces of Afghanistan with approximately 840 staff. At present, ADA provincial offices are located in Uruzgan, Zabul, Farah, Ghazni, Baghlan, Takhar, Badakhshan, Faryab, Daikundi, Kapisa, Panjshir and Laghman. Regional offices are located in Kandahar, Nangarhar and Kunduz provinces.

WADAN's Qualification and Related Past Experience:

Fostering Advocacy and Political Engagement among Maliks, NED, 2010-2011, facilitation of dialogue between rural and urban community leaders and the state, building capacity of the National Maliks Association (NMA)

Peace Building through Training Local Leaders, NED, 2003-2010, peace building, conflict resolution, human rights, the rights of women and children, democracy, citizenship, ethics, election education, drug control, benefits of transparency and accountability, costs of extremism and terrorism. 28,000 participants trained in 393 districts and nahiyas.

Afghanistan Social Outreach Program (ASOP), British Embassy, 2008 to now, establishing and empowering IDLG community councils in Helmand; **ASOP, The Asia Foundation, 2007-2010**, assisted IDLG with the first ASOP province roll out and worked with community councils in Maidan Wardak province.

Civic and Election Education for Women by Women, The Asia Foundation, 2010, in-home training in Laghman, Takhar and Farah, 11,548 participants (twice those anticipated)

ASI/DAI, Sayadabad District, Maidan Wardak Province, 2010: Connecting Citizens with their Local Government by a Toll-Free Telephone Line gave residents opportunity to inform local government of complaints, needs, and suggestions. Community elders and officials attended the **Sayadabad District Stability Jirga** where Provincial Governor Fedai addressed those assembled about the role of *jirgas* in governance, according to Islam. **Legal Rights under Afghan Law** is ongoing with ASI/DAI and the Sayadabad District Judicial Directorate to teach about the judicial system and to establish a baseline understanding of regional legal concerns. **Engaging Youth as Problem Solving Leaders**, met in a series of workshops at the District Governor's office, and presented five proposals to ASI/DAI.

Support to the Electoral Process (STEP), 2010-2011, Counterpart International, election education in Kandahar, Zabul, Uruzgan, Khost and Paktika.

Regional Consultations on Sub-national Governance Policy, 2008, TAF/IDLG, in five regions, 500 participants including GIRoA, civil society, teachers and local leaders

Conflict Resolution Workshops, USIP, 2008-2009, TOT conflict resolution workshops April 2008-April 2009, in October 2009, with WADAN staff and *maliks* from 20 provinces

Cross Border Dialogues, 2010 USIP, Participation in a series of grassroots sectoral dialogues along both sides of the Durand Line, venues in Pakistan and Afghanistan.

Religious Scholars Conference, 2009, PACT Radio Religious Scholars Conference in Jalalabad for Afghan and Pakistani participants to consider madressa image and education standards, the inclusion of academic study, and the impact of madressas on Afghan society.

Networking of Local Leaders, 2007, Counterpart International and NED to develop the capacity of the National Maliks Association (NMA)

Community Development through Training High School Students, 2007, Counterpart International, 1,600 participants: democratic principles, citizenship, critical thinking, ethics, and the rights and responsibilities of citizens and government

Women's Rights under Islam, 2007, Counterpart International, 5,000 participants addressed the rights of women in education, marriage and participation in society

Community Outreach and Citizens Awareness, 2004-mid-2007, IRI, in Balkh, Herat and Bamyan, 21,780 participants, 3-day trainings in peace building, human rights, the rights of women and children, drug control, democracy, election procedure and citizenship

Parliament and Provincial Councils Candidates Training, IRI, 2006, 33 provinces, for 20,000 interested citizens, focus on women's participation resulted in women who won seats

Community Empowerment Town Hall Meetings, IRI, 2006, 27,000 attended gatherings in 31 provinces to connect members of parliament and constituencies, participants were from GIRoA, local leadership, civil society, national and international organizations

Community Empowerment and Reintegration, Save the Children Norway/Sweden, 2004, established development shuras in 12 Nangarhar and 5 Laghman districts

School Safety and Security Initiative (SSSI): This project is aimed to build the capacity of local leaders including religious scholars and mobilize local communities and parents to protect education facilities, students and teachers that have been identified by the Ministry of Education as their priority target areas. SSSI will mobilize, organize, train, and systematically link local Afghan people and relevant local governing bodies in all 34 provinces to promote education and security of education facilities, students and teachers.

Teacher Training Project: This is 18 months project (March 2011 – August 2012) funded by the World Bank through ministry of Education. The project is part of the consortium comprising 4 national NGOs led by ADA. Under this project, WADAN will train about 20,000 school teachers employed by the Ministry of Education in Kabul province.

ADA's qualification and relevant experience:

- Community mobilization and sensitization to development programs; through strengthening of socio-economic/livelihood conditions, peace building and conflict resolution
- Peace building, gender equity, organizational improvements, social justice at community level
- Promote community empowerment and establishment of self-help development organizations at the grassroots level.
- Training of local community members, local government staff, private sectors, Community Development Councils (CDCs) and staff from other organizations in the provinces
- Organize local community members/organizations through networking in order to respond to natural/man-made disasters.
- Advocacy for rights education, gender mainstreaming, counter narcotics mainstreaming, environmental degradation, and disaster risks reduction/management and response to emergencies.
- Teacher training and support to formal and informal education and basic literacy.

- Agriculture/horticulture (agriculture inputs, extension services, technical trainings, improved techniques, marketing, capacity building and livelihood support) and help communities to utilize natural resources in a safe and sustainable way.
- Irrigation (rehabilitation and improvement of infrastructures, new techniques, technical trainings and to increase the effectiveness of irrigation and water harvesting)

6. KEY PERSONNEL:

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

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

7. TITLE TO PROPERTY:

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

8. OPERATION AND TRAVELS:

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

9. AFGHAN INFORMATION SYSTEM:

USAID/Afghanistan uses a management information system (Afghan Info) to track program and project information for all mission-funded activities. The purpose of this database is to track and monitor development projects and maintain coordination between USAID/Afghanistan, USAID/Washington, Congress, International Security Assistance Forces (ISAF), implementing partners, the Government of Afghanistan, and other donors. This reporting process supports the Government of Afghanistan's requirement that USAID provide information to the Ministry of Finance in order to track ongoing and completed donor-sponsored development activities.

In keeping with monitoring and reporting program performance, the Recipient shall provide at least a quarterly update of information on the activities under the award by entering this information into the Afghan Info. The Recipient shall coordinate with the AOTR to obtain information about this simple program and ensure that all relevant Recipient staff receives training if necessary.

10. HOST COUNTRY TAXES AND DUTIES:

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

11. GENDER INTERGRATION REQUIREMENTS (DECEMBER 2010):

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

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

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

12. TERMINATION AND SUSPENSION - OCT 1998

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

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

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

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

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

suspension continues for 60 days or more, then USAID may terminate this award on written notice to the recipient and cancel that portion of this award which has not been disbursed or irrevocably committed to third parties.

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

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

This provision must be included in all sub-agreements.

13. CLOSEOUT PLAN:

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

14. VETTING:

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

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

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

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

"Key individuals" means (i) an individual or entity owning 10% or more equity stake in the organization, whether publically- or privately-held; (ii) principal officers of the organization's governing body (e.g., chairman, vice

chairman, treasurer or secretary of the board of directors or board of trustees); (iii) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director; president, vice president); (iv) the program manager or chief of party for the USA ID-financed program; and (v) any other person with significant responsibilities for administration of USAID financed activities or resources.

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

- (i) Once a year; or

(ii) When there is a change or addition to any entity or person identified in paragraph (a).

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

(End of Provision)

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

Certification Regarding Provision of Support to Persons Engaged in Terrorism

(a) By entering into this contract, the contractor certifies, to the best of its knowledge 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/ofices/eofac/ofac/sdn/tl_sdn.pdf, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Contractor.

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

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

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

3. For purposes of this Certification:

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

b. "Terrorist act" means-

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

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

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

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

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

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

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

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

(End of provision)

III. Restrictions on certain foreign purchases (June 2008)

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

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>. 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)

**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.