



**USAID**  
FROM THE AMERICAN PEOPLE

September 27, 2011

Attn: [Redacted]  
President and CEO  
International Relief and Development, Inc. (IRD)  
1621 North Kent Street, Suite 400  
VA 22209  
Email: [Redacted]

Reference: USAID/Afghanistan Cooperative Agreement No. 306-A-00-11-00533-00  
Subject: Cooperative Agreement No. 306-A-00-11-00533-00 Afghan Civilian Assistance Program (ACAP II)

Dear Mr. [Redacted]

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development (USAID) hereby awards to International Relief and Development, Inc. (IRD), hereinafter referred to as the "Recipient", the sum of [Redacted] to provide support for the Afghan Civilian Assistance Program (ACAP II), as described in the Schedule of this award and in Attachment B, entitled "Program Description."

This Cooperative Agreement is effective and obligation is made as of the date of this letter and shall apply to expenditures made by the Recipient in furtherance of program objectives during the period beginning with the effective date of September 27, 2011 and ending September 26, 2014. USAID will not be liable for reimbursing the Recipient for any costs in excess of the obligated amount.

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

Please sign the original and each copy of this letter to acknowledge your receipt of the Cooperative Agreement, and return a scanned copy to the Agreement Officer.

Sincerely,

[Redacted Signature]

SEP 27 2011

Deputy Office Director for Operations  
Office of Acquisition and Assistance  
USAID/Afghanistan

(PHOENIX OBLIGATION)	
Amount:	\$ 1,901,722.00
SEP 27 2011	
Requested By:	On 9/28/2011
Reviewed By:	On
Submitted By:	On
Document Type:	

**Attachments:**

- A. Schedule
- B. Program Description
- C. Standard Provisions
- D. Branding Strategy and Marking Plan

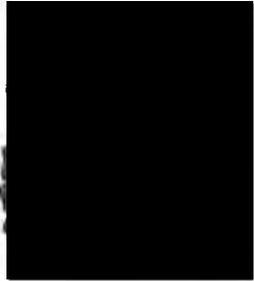
**ACKNOWLEDGED:**

**BY:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

**ACCOUNTING AND APPROPRIATION DATA**

**A. GENERAL**

A.1. Total Estimated USAID Amount :  
 A.2. Total Obligated USAID Amount :  
 A.3. Cost Share :  
 A.4. Tax I.D. Number :  
 A.5. DUNS Number :  
 A.6. LOC Number :



**B. SPECIFIC**

Document No: 306-MAARD-11442  
 Amount: [REDACTED]  
 Appropriation: 7210/111037-90      7210/121037-90      7210/121037-90  
 Fund Code: ES/2010/2011      ES-SUP/2010/2012      ES-SUP/2010/2012  
 Program Area: A13      A06      A05  
 Program Element: A058      A025      A026  
 EOCC: 4100201      4100201      4100201  
 CO Reference No: 306-SOAG-306-05-0004.01--4      306-SOAG-306-05-0004.01--4      306-SOAG-306-05-0004.01--4  
 CO Reference Line No: 44      47      48  
 MAARD Total Amount: [REDACTED]

**C. PAYMENT OFFICE**

M/FM/CMP-LOC/Unit  
 USAID/Washington  
 RRB 7.07-107, 134  
 1300 Pennsylvania Avenue  
 Washington DC, 20523

**D. ADMINISTRATIVE OFFICE**

a) Agreement Officer (AO) –  
 Afghanistan Office of Acquisition and Assistance  
 USAID/Afghanistan  
 Great Massoud Road, Kabul

(b). Agreement Officer Technical Representative (AOTR)  
 Stabilization Unit  
 USAID/Afghanistan  
 Great Massoud Road, Kabul

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**Attachment A SCHEDULE**

**A.1 PURPOSE OF COOPERATIVE AGREEMENT**

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

**A.2 PERIOD OF COOPERATIVE AGREEMENT**

- (a) The effective date of this Award is September 27, 2011 and the estimated completion date is September 26, 2014.
- (b) Subject to the terms and conditions of this Award, allowable costs incurred by the Recipient shall be reimbursable during the period beginning on September 27, 2011, 2011 and ending on the estimated completion date – September 26, 2014.
- (c) As indicated in Section A.3 (b) below, this Award shall be incrementally-funded. The obligated amount set forth in Section A.3 (b) below is anticipated to be sufficient through approximately September 26, 2012. The Recipient is authorized to continue expending obligated funds, if available, beyond that date, but not after the estimated completion date set forth in Section A.2 (a) above.

The Recipient is required to notify the Agreement Officer in writing whenever it has reason to believe that the costs it expects to incur under this award in the next 60 days will exceed 75 percent of the total obligated amount.

**A.3 AMOUNT OF COOPERATIVE AGREEMENT AND PAYMENT**

- 1. The total estimated amount of this Cooperative Agreement for the period shown in A.2.1 above is [REDACTED]
- 2. The amount of \$ [REDACTED] is obligated for the purposes of this Award. USAID is not required to reimburse the Recipient for any costs in excess of this amount, nor is the Recipient required to continue performance or incur costs in excess of this amount (including actions/costs under the termination and suspension provisions of 22 CFR 226.60-62). If, pursuant to 22 CFR 226.25(c)(4), the Recipient requests additional USAID funding and USAID determines not to provide such additional funding, the Agreement Officer will, upon written request of the Recipient, terminate this Award pursuant to 22 CFR 226.61(a)(2).
- 3. Payment shall be made to the Recipient via Letter of Credit [REDACTED] in accordance with the procedures set forth in Section A.7(a) below, 22 CFR 226.22, and 22 CFR 226.52.

4. Until such time as the obligated amount shall equal the total estimated amount of this Award, additional increments of funds may be obligated by USAID through a unilateral modification to this Award, subject to availability of funds, successful performance by the Recipient, possible evaluation of the program, program priorities at the time, and the requirements of 22 CFR 226.25.

**A.4 COOPERATIVE AGREEMENT BUDGET**

The following is the Agreement Budget for the total estimated amount of this Award (see Section A.3 above) for its full period (see Section A.2 above). The Recipient may not exceed the total estimated amount or the obligated amount of this award, whichever is less (see Section A.3 above)

<b>COST ELEMENT</b>		<b>AMOUNT</b>
I.	Salaries And Wages	
II.	Fringe Benefits	
III.	Allowances	
IV.	Consultants	
V.	Travel, Transportation, And Per Diem	
VI.	Equipment	
VII.	Other Direct Costs	
VIII.	Sub-Contracts	
IX.	Program Interventions/Activities	
X.	<b>Total Direct Costs</b>	
X.	<b>Indirect Costs</b>	
XI.	<b>Total USAID Costs</b>	
XII	<b>Cost Share</b>	
XII	<b>Grand Total</b>	

The recipient is authorized up to a 6-day workweek in the field with no premium pay.

**A.5 INTERNATIONAL TRAVEL**

The following international trips are approved. All other additional international travel must have the prior approval of the Agreement Officer.

<b>TA, TRAVEL, TRANSPORTATION</b>	<b>Type of Unit</b>	<b>Unit</b>
Staff Mobilization/Demobilization (DC-Kabul)	One Way	14
Expatriate Staff R&R	Round trip	34

Expatriate Staff RRB	Round trip	34
HQ Quick start-up/close out team (DC-Kabul)	Round trip	6
Project Supervision, HQ Program Staff (DC-Kabul)	Round trip	9

## A.6 REPORTING AND EVALUATION

### Financial Reporting

The Recipient shall submit an original and two copies quarterly. Financial Reports shall be in keeping with 22 CFR 226. In accordance with 22 CFR 226.52, the SF 425 will be required on a quarterly basis. The recipient shall submit these forms in the following manner:

The SF 425 (if necessary) must be submitted via electronic format to the U.S. Department of Health and Human Services (<http://www.dpm.psc.gov>) within 30 calendar days following the end of each quarter.

The SF 425 (if necessary) must be submitted directly Agreement Officer 's technical representative (AOTR), to the Agreement Officer (AO) and to the USAID/Afghanistan Office of Financial Management at [kabulfinancialreport@usaid.gov](mailto:kabulfinancialreport@usaid.gov)

In accordance with 22 CFR 226.70-72, the original and two copies of all final financial reports shall be submitted to M/FM/CMP-LOC Unit. The electronic version of the final SF 425 shall be submitted HHS in accordance with paragraph (1) above.

### Program Reporting

#### 2.1 Performance Monitoring and Evaluation (M&I) Plan

Not later than 30 days from the effective date of this Award, the Recipient shall submit an electronic copy of a draft M&E plan to the AOTR. The M&E plan shall include a detailed plan for managing the collection of data in order to monitor performance and report thereon.

The preliminary PMP must be approved with relevant indicators and baseline data before major project implementation actions get underway. The PMP shall include the full set of performance indicators disaggregated, baseline values and targeted values; source of the data and method of collection; schedule for data collection; known data limitations, data quality assessment procedures, estimate of costs; possible evaluation studies; and a calendar for the completion of each task. If disaggregated data are not feasible, the M&E plan (including performance indicators) must assess impact on disaggregated populations indirectly.

The recipient will submit a Program Delivery Process Diagram as Attachment B, Management Plan and Organizational Diagram as Attachment D, and related charts to explain lines of authority and reporting arrangements of their Performance Management Plan as Attachment A.

The AOIR will provide comments within 15 days, and the Recipient shall then submit an electronic copy of the final M&E plan within 10 days of receipt of the AOTR's comments to the AOTR for approval. The M&E plan must be approved by the AOTR.

## 2.2 Quarterly Progress Reports

Pursuant to 22 CFR 226.51, the Recipient shall submit quarterly performance reports (two hard copies and one electronic copy) to the AOTR. The performance reports are required to be submitted not later than 30 days after the end of each reporting period and shall contain the following information:

Progress towards the achievement during each U.S. fiscal year quarter (October 1 through December 31; January 1 – March 31; April 1 through June 30; July 1 – September 30); expectations regarding future progress; evidence that activities are supporting the intermediate results.

The reports shall describe major accomplishments of the quarter ending, including actual versus planned results vis-à-vis the annual targets presented in the workplan and monitoring and evaluation plan, and explain any significant deviations from expected results. The reports should also consolidate data from previous quarters in order to present annual totals for numerical targets. The second quarter reports shall assess the program outcomes for the quarter and emphasize combined program outcomes for the 1-2 fiscal year quarters. The fourth quarter reports shall assess the program outcomes for the quarter and emphasize program outcomes for the fiscal year. The quarterly reports should also describe any obstacles faced and how they were (or will be) overcome and project the activities to be carried out in the next quarter. Quarterly reports must include USAID-approved success stories in the approved USAID format. Quarterly reports may be submitted to GIRoA authorities and used for briefings at the U.S. Embassy, Washington and ISAF.

The quarterly reports will contribute to semi-annual performance reviews (also called portfolio reviews). USAID's internal performance reviews not only offer an opportunity to review progress on program implementation, but also the results of the program to ensure annual targets have been met or are on track for being met. Performance reviews take place in the first and third quarter of the fiscal year.

Specific reporting will include gender results, status of compliance with environmental requirements (22 CFR 216), pipeline levels and future resource requirements, program staff effectiveness and adequacy of staffing, unintended results and vulnerability issues (i.e. data quality, monitoring) and related corrective efforts and their costs disaggregated by USG regional platforms.

In addition to reporting on quarterly performance, second quarter fiscal year reports (October 1 through March 31; April 1 through September 30) will broadly report on progress towards achievement of ACAP II during the past six months and expectations regarding future progress, targets against indicators, vulnerability issues and related corrective efforts and their costs disaggregated by USG regional platforms.

In addition to reporting on quarterly performance, fourth quarter reports will broadly report on progress towards achievement of the program during the past U.S. fiscal year (October 1 through

September 30) and expectations regarding future progress, vulnerability issues and related corrective efforts and their costs disaggregated by USG regional platforms.

### **2.3 Final Report**

Pursuant to 22 CFR 226.51 (b) and the Program Description, the Recipient shall submit three copies of a final report to the AOTR and to the Agreement Officer, which summarizes the accomplishments of this agreement, methods of work used, budget and disbursement activity, and recommendations regarding unfinished work/or program continuation. The final/completion report shall also contain an index of all reports and information products produced under this agreement. The final performance report shall be submitted within 90 days after the estimated completion date of this agreement. One copy must also be submitted in electronic (preferred) or paper form USAID Development Experience Clearinghouse, ATTN to one of the following: (a) Via E-mail: [docsubmit@dec.cdie.org](mailto:docsubmit@dec.cdie.org) ; (b) Via U.S. Postal Service: Development Experience Clearinghouse, 8403 Colesville Road, Suite 210 Silver Spring, MD 20910, USA; (c) Via Fax: (301) 588-7787; or (d) Online:

<http://www.dec.org/index.cfm?fuseaction=docSubmit.home>.

The final performance report shall contain the following information:

- basic identifying information, such as program name, award number, approval date, and country assisted;
- the total cost of the program funded by USAID, actual or estimated counterpart contributions, and the best available estimate of other host country or partner resources that contributed to results achievement;
- the principal implementing partner;
- a summary of activities/projects used to implement ACAP II and major outputs;
- qualitatively and quantitatively evaluate the design and impact of ACAP II's value as a humanitarian program in the context of the larger USG effort in Afghanistan;
- qualitatively and quantitatively evaluate the impact and effectiveness of ACAP II;
- distill lessons learned for application to similar USAID community-based and stabilization programs;
- distill lessons learned regarding ACAP II's assistance to women, particularly widows and female heads of households;
- significant changes in the Results Framework during the life of the program, if any;
- a summary of Performance Management Plan performance indicators used and changes made, and an assessment of their relative usefulness for performance management and reporting;
- charts and graphs that visually support evaluation of the program;
- a list of evaluations and special studies conducted during the life of the program, including Performance Reports;
- a list of close out reports prepared;

- o names and contact point of individuals who were directly involved in various phases of the program (planning, achieving, and assessing and learning), and who would be good sources of additional information.

### **3. Information Sharing**

The demands for performance information are constant and various in a high profile program such as Afghanistan's. The continued public and government outcry over civilian casualties illustrates the importance of enabling families to recover and rebuild their lives with dignity. It is essential that civilian victims receive assistance to alleviate their suffering immediately after an incident occurs. Prompt reporting, immediately or shortly after an incident occurs, will enable ACAP II and other stakeholders to respond in a timely fashion to the incidents and mitigate any other effects arising from the incident.

USAID may require ACAP II to provide on request briefs and up-to-date information and additional reports in addition to the required quarterly reports, to improve integrated civil-military program coordination.

Discussions in Washington regarding appropriations to support Afghanistan's programs and the presence of USAID's Office of the Inspector General (OIG) and the Special Investigator General for Afghanistan Reconstruction (SIGAR) in Afghanistan as well as the General and Accountability Office's keen interest in USG programs in Afghanistan, necessitates the maintenance of appropriate, adequate and accurate documentation to communicate performance and financial results, procedures and processes.

Information regularly shared, in addition to the quarterly reports shall include:

#### **Notifications**

The Recipient shall submit one copy to the AOTR and one copy to the Agreement Officer of notifications (in writing), as follows:

- (i) Developments which have a significant impact on the activities supported by this Award; and
- (ii) Problems, delays, or adverse conditions which materially impair the ability to meet the objectives of this Award. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the problem.

#### **Weekly Updates:**

These updates are program focused and reflect the highlights and lowlights of events and program progress for that week, as well as provide a "forward looking" view of important milestones or events coming up within the program. The Recipient shall submit one copy of a concise and brief weekly program performance report to the AOTR at the beginning of each week for the previous week. Electronic submissions are preferred over hard-copy.

#### **Monthly Status of Assistance Delivery:**

These reports are designed to keep Activity Managers and the USG regional structures informed of all ongoing program information and results disaggregated by Intermediate Results, along with province and district with GPS coordinates. Additionally monthly program information may be shared with relevant ministries for their continual awareness of how the program is performing.

**Success Stories:** These human interest stories reflect past successes and will elevate the awareness of ACAP II as a visible U.S. government and GIROA supported effort.

**4. Closeout Plan:**

30 days prior to the completion date of the Cooperative Agreement, the Recipient shall submit a Closeout Plan to the Agreement Officer and AOTR. 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 Agreement; 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 Agreement Officer's Technical Representative. The closeout plan shall be approved in writing by the Agreement Officer.

**A.7 INDIRECT COST RATE**

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:

	Description	Rate	Base	Type	Period
1.	[REDACTED]				
2.	[REDACTED]				

**A.8 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 Cooperating Country.

#### **A.9 AUTHORIZED GEOGRAPHIC CODE**

The authorized geographic code for procurement of goods and services under this award is 000 (US).

The authorized geographic code for local procurements is 935, as set forth in 22 CFR 228.40 Local Procurement as amended and ADS Chapter 311. Per PEB No. 2010-02 the blanket waiver effectively establishes the following:

This waiver authority is provided under the provision in the Mandatory Standard Provisions for U.S., Nongovernmental Recipients "Local Procurement" of your grant/cooperative agreement for the purchase of goods and services supplied by local businesses, dealers or producers with the following limitations and requirements.

The waiver includes:

- Services of host country nationality;
- Commodities of host country source and origin;
- Commodities of host country source and any origin (Code 935)

This blanket waiver effectively establishes (per USAID award) a single \$5 million threshold for local procurement to replace those individual thresholds currently set forth in 22 CFR 228.40 Local Procurement and ADS Chapter 311. Under the authority of this blanket waiver, you may now purchase

up to \$5 million of commodities of U.S. origin from local suppliers; OR  
up to \$5 million of commodities of geographic code 935 origin from local suppliers; OR  
up to \$5 million of professional services contracts from local suppliers; OR  
any combination of these commodities and professional services not to exceed \$5,000,000.

The waiver does not affect the eligibility of construction-related local procurements nor commodities and services which are only available locally as set forth at 22 CFR 228.

This amount is a single aggregate total comprised of all purchases under the prime award, all subawards, and purchases under those subawards. You may choose to allocate portions of the waiver threshold authority to subawardees; however, it is your responsibility as the prime awardee to monitor and document the total local procurement expenditures made under the authority of the blanket waiver to ensure that the cumulative sum of those procurements under the award does not exceed the dollar threshold in the waiver.

If the total amount of purchases of goods and services reaches the \$5 million threshold authorized in the waiver, then the requirements for local procurement revert to 22 CFR 228.40 (and as supplemented in ADS 311) for any additional purchases above the threshold.

Individual or case-by-case waivers which were approved before the effective date of the blanket waiver are not considered part of the \$5 million threshold.

This waiver does not include Restricted Commodities and Eligibility of Commodities under the Commodity Eligibility Listing (CEL). Waiver approval requirements for restricted commodities (as set forth in 22 CFR 228 Source Origin and Nationality Rules and ADS 312) remain in effect; eligibility of commodities as set forth in the CEL are also unchanged (Mandatory Reference to ADS 312).

#### **A.10 COST SHARING**

The Recipient agrees to expend an amount not less than 

#### **A.11 SUBSTANTIAL INVOLVEMENT**

Pursuant to ADS 303.5.11 (a), USAID substantial involvement during the implementation of this Agreement shall be limited to approval of the elements listed below:

- a. USAID/Afghanistan shall provide prior written approval of Key Personnel.
- b. USAID/Afghanistan shall provide written approval of the Recipient's Implementation/Work Plans, describing planning activities for the year and timeline with milestones and expected targets against the indicators, tied to the monitoring and evaluation plan. The Annual Work plan will also include the performance management plan, communications and information sharing plan, branding and marketing plan, operational and budget plan and training plan for staff. If the program description does not establish a timeline for the planned achievement of milestones or outputs in sufficient detail, USAID may approve the plan at a later date. USAID will not require approval of these plans more often than annually.
- c. USAID/Afghanistan shall provide approval of all sub-awards if the entity was not mentioned by name in the original program description and approved budget, to all small infrastructure and community level grants, excluding grants to families;
- d. USAID/Afghanistan AOTR shall provide approval of the Recipient's Performance Management Plans.
- e. USAID shall participate in any recipient joint meetings with ISAF, MoLSAMD and HRD cluster group steering committee to help guide the overall program planning, mobilization, implementation and evaluation at the national and sub-national levels;
- f. USAID shall provide clearance of quarterly reports by USAID representatives at the USG regional platforms prior to submission to USAID Agreement Officer Technical Representative (AOTR);
- g. USAID shall make the determination regarding the information to be shared on alleged incidents with international military forces;

- h. Upon USAID's request the Recipient will provide information and updates on activities, such as high profile incidents and weekly highlights of major events given the high visibility of the program;

#### **A.12 KEY PERSONNEL**

The following positions have been designated as key to the successful completion of the objectives of this award. In accordance with Substantial Involvement clause of this award, the personnel are subject to the approval of the USAID Agreement Officer.

1. Chief of Party (COP) - [REDACTED]
2. Deputy Chief of Party/Programming (DCOP) - [REDACTED]
3. Deputy Chief of Party/Finance and Administration (DCOP) - [REDACTED]
4. Communications Outreach and Information Sharing Specialist - [REDACTED]
5. Monitoring and Evaluation/Field Programming Support Specialist - [REDACTED]

The key personnel specified in the award are considered to be essential to the work being performed. Prior to replacing any of the specified individuals, the recipient must notify both the USAID Agreement Officer and AOTR reasonably in advance and must submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the proposal. No replacement will be made by the Recipient without the written consent of the Agreement Officer.

#### **A.13. RESOLUTION OF CONFLICTS:**

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

- Attachment 1 – Schedule  
22CFR226
- Attachment 3 - Standard Provisions
- Attachment 2 - Program Description
- Attachment 4 - Branding Strategy and Marking Plan

#### **A.14 PROGRAM INCOME**

The Recipient shall account for Program Income in accordance with 22 CFR 226.24 (or the Standard Provision entitled Program Income for non-U.S. organizations). Program Income earned under this award shall be added to the project.

#### **A.15 BRANDING STRATEGY AND MARKING PLAN**

In accordance with the Standard Provision set forth in Attachment C of this Award entitled "Marking Under USAID-Funded Assistance Instruments," the Recipient's Branding Strategy and Marking Plan is incorporated into this Award as Attachment D hereof.

## **A.16 SPECIAL PROVISIONS**

### **A.16.1 DATA BASE REPORTING REQUIREMENTS:**

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

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

### **A.16.2 USAID DISABILITY POLICY (DEC 2004)**

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

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

### **A.16.3 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)**

The Contractor/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 responsibility of the contractor/recipient to ensure compliance

with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract/agreement.

#### **A.16.4 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JAN 2002)**

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

#### **A.16.5 NON-FEDERAL AUDITS**

In accordance with 22 C.F.R. Part 226.26 Recipients and subrecipients are subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 U.S.C. 7501 -7507) and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." Recipients and subrecipients must use an independent, non-Federal auditor or audit organization which meets the general standards specified in generally accepted government auditing standards (GAGAS) to fulfill these requirements.

#### **A.16.6. SECURITY:**

The Recipient shall comply with all Government of the Islamic Republic of Afghanistan (GIROA) and U. S. Government civilian/ military agency security policies and orders (COM/FRAG) as they relate to Recipient's activities under this Cooperative Agreement.

Recipient is advised that, as a result of Presidential Decree #62, security requirements for this Cooperative Agreement must be coordinated through the Afghan Ministry of Interior's Afghanistan Public Protection Force (APPF). At the time of award of this Cooperative Agreement, procedures for obtaining security are in transition and Recipient shall closely monitor APPF procedural requirements and implement changes. Recipient shall initiate discussion with APPF regarding security requirements as soon as possible. The APPF will require Recipient to prepare and submit information on several forms. After receipt, APPF will discuss Recipient's specific security requirements in a personal interview. At the time of award of this Cooperative Agreement, the contact persons for this process are [REDACTED]

[REDACTED] who is the Deputy of Plans and Statistics, APPF, ([REDACTED]) (Note: Both are more comfortable communicating in Dari). USAID's, Safety and Security Office will assist with the process and may be reached at [kabulaidssso@usaid.gov](mailto:kabulaidssso@usaid.gov).

The Recipient shall be responsible for providing all life-support and security services required for its personnel deployed to project locations except when it is expressly stated in individual contracts that such facilities and services are to be provided by other means. The Recipient responsibilities shall include all life support, communications, and transportation of materials,

personnel, and equipment to work sites. The Recipient may be required to provide the same life-support and security services for USAID personnel when so specified. In addition, the Recipient shall be responsible for maintaining the security of its personnel, materials, and equipment.

The Recipient shall prepare a comprehensive safety and security plan pertaining to all aspects of its activities and the activities of its employees in the performance of all work related to this Cooperative Agreement as well as the off-duty activities of its employees, as those activities relate to performance of contract work, serving in Afghanistan or elsewhere within the region as it relates to performance of the work. The Recipient shall continuously monitor and update this comprehensive safety and security plan by means of qualified and competent staff of personnel. The Recipient shall work closely with and establish liaison and cooperate with all authorized and appropriate safety and security organizations and entities for the protection and safety of its operations and employees.

**A.16.7 RESTRICTIONS ON FUNDING FOR LAW ENFORCEMENT:**

None of the funds made available through this grant shall be used to provide training or advice, or provide any financial support, for police, prisons, or other law enforcement forces. The only exception to this restriction is activities that enhance professional capabilities to carry out investigative and forensic functions conducted under judicial or prosecutorial control. The Grantee shall consult with USAID before relying on this exception.

**A.16.8 HOST COUNTRY TAXES AND DUTIES:**

The Recipient 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 Recipient is assessed any such charges, the Recipient shall bring the proposed assessment to the immediate attention of the Agreement Officer and USAID/Kabul.

**A.16.9 SPECIAL PROVISION FOR PERFORMANCE IN AFGHANISTAN (JULY 2010):**

All recipient personnel deploying to Afghanistan under grants or cooperative agreements with a performance period over 30 days or valued at more than \$100,000 must be accounted for in the Department of Defense maintained Synchronized Pre-deployment and Operational Tracker (SPOT) system. Information about SPOT is available at <http://www.dod.mil/bta/products/spot.html> as well as from the Agreement Officer (AO) or Agreement Officer's Technical Representative (AOTR). Recipient shall register those individuals requiring SPOT-generated Letters of Authorization (LOAs) in SPOT before deploying any employees or consultants to Afghanistan. If individuals are already in Afghanistan at the time the recipient employs them, the recipient must enter each individual upon his or her becoming an employee or consultant under this award. Personnel that do not require LOAs are still required to be accounted for in SPOT for reporting purposes either individually or via an

aggregate tally methodology. The recipient must maintain and keep current all employee and consultant data in SPOT. Information on how individual and/or aggregate tally registrations will be made in SPOT is available from the Agreement Officer (AO) or Agreement Officer's Technical Representative (AOTR).

Recipient performance may require the use of armed private security personnel. To the extent that such private security contractors (PSCs) are required, recipients are required to ensure they adhere to Chief of Mission (COM) policies and procedures regarding the operation, oversight, and accountability of PSCs. PSCs will be individually registered in SPOT.

Under this award, the term "PSC" includes any personnel providing protection of the personnel, facilities, or property of a recipient or sub-recipient at any level, or performing any other activity for which personnel are required to carry weapons in the performance of their duties. As specific COM policies and procedures may differ in scope and applicability, recipient is advised to review post policies and procedures carefully in this regard and direct any questions to the Embassy Regional Security Office (RSO) via the Agreement Officer's Technical Representative.

Any exception to these policies must be granted by the COM via the RSO. A copy of any exception must be provided to the AO and AOTR. COM policies and procedures may be obtained from the RSO via the Agreement Officer's Technical Representative. Recipient is also advised that these policies and procedures may be amended from time to time at the post in response to changing circumstances.

Recipient is advised that adherence to these policies and procedures is considered to be a material requirement of this grant/cooperative agreement. The recipient must include this provision in all sub-awards at any tier or contracts under their grant/cooperative agreement.

Recipient is reminded that only the Agreement Officer has the authority to modify the Notice of Award. Recipients shall proceed with any security guidance provided by the RSO, but shall advise the Agreement Officer and the Agreement Officer's Technical Representative of the guidance received and any potential cost or schedule impact.

#### **A.16.10 SERIOUS INCIDENT REPORTING IN AFGHANISTAN (DECEMBER 2010)**

The implementing partner is responsible for reporting all serious incidents during performance of the award. This reporting shall apply to the prime implementing partner and all sub-awardees regardless of the tier (subs of subs and lower, etc). In addition to reporting, the prime is responsible for ensuring timely investigation of all serious incidents and maintaining on file all records of reported serious incidents.

A serious incident is defined as any of the following against an employee paid for with US Government funding or on a USAID funded worksite regardless of the tier of the employee:

1. Death of an individual,
2. Discharge of a firearm with the intent to cause bodily injury or the use of an instrument with the intent of causing serious bodily harm to an employee,
3. The detention of an employee against their will.

Implementing partners shall provide initial notification to the USAID Safety and Security Office (SSO), either orally or by email, of any serious incident - as soon as practical if it practical if it cannot be done immediately. The emails shall be sent to: KabulAIDSSO@usaid.gov. This notification must provide as many details as are known at the time about of the incident.

Within 24 hours of the incident, the implementing partner shall submit a more formal written incident report. The prime partner shall provide the report to the SSO and will concurrently send a copy to the USAID Cognizant Contracting/Agreement Officer's Technical Representative (AOTR) and the Agreement Officer (AO).

The initial written report shall include the award number, the name of the company, location where the incident occurred (LatiLon or MGRS), time when the incident occurred, a brief description of the events of the incident, details about any known casualties and a point of contact for the company. The implementing partner shall provide a follow-up comprehensive written report of events surrounding the incident within 96 hours when greater details are known. Additionally, if a serious incident which involves an employee wounded in action (WIA) who later succumbs of the wound(s), the partner shall notify the SSO within 24 hours of the death of the individual.

#### **A.16.11 HOMELAND SECURITY PRESIDENTIAL DIRECTIVE (HSPD-12) (SEP 2006)**

In response to the general threat of unauthorized access to federal facilities and information systems, the President issued Homeland Security Presidential Directive-12. HSPD-12 requires all Federal agencies to use a common Personal Identity Verification (PIV) standard when identifying and issuing access rights to users of Federally-controlled facilities and/or Federal Information Systems. USAID is applying the requirements of HSPD-12 to applicable assistance awards. USAID will begin issuing HSPD-12 "smart card" IDs to applicable recipients (and recipient employees), using a phased approach. Effective October 27, 2006, USAID will begin issuing new "smart card" IDs to new recipients (and recipient employees) requiring routine access to USAID controlled facilities and/or access to USAID's information systems. USAID will begin issuance of the new smart card IDs to existing recipients (and existing recipient employees) on October 27, 2007. (Exceptions would include those situations where an existing recipient (or recipient employee) loses or damages his/her existing ID and would need a replacement ID prior to Oct 27, 2007. In those situations, the existing recipient (or recipient employee) would need to follow the PIV processes described below, and be issued one of the new smart cards.)

Accordingly, before a recipient (including a recipient employee) may obtain a USAID ID (new or replacement) authorizing him/her routine access to USAID facilities, or logical access to USAID's information systems, the individual must provide two forms of identity source documents in original form and a passport size photo. One identity source document must be a valid Federal or state government-issued picture ID. (Overseas foreign nationals must comply with the requirements of the Regional Security Office.) USAID/W recipients (and recipient employee) must contact the USAID Security Office to obtain the list of acceptable forms of

documentation, and recipients working in overseas Missions must obtain the acceptable documentation list from the Regional Security Officer. Submission of these documents, and related background checks, are mandatory in order for the recipient (or employee) to receive a building access ID, and before access will be granted to any of USAID's information systems. All recipients (or employees) must physically present these two source documents for identity proofing at their USAID/W or Mission Security Briefing. The recipient (or employee) must return any issued building access ID and remote authentication token to USAID custody upon termination of the individual's employment with the recipient or completion of the award, whichever occurs first.

The recipient must comply with all applicable HSPD-12 and PIV procedures, as described above, as well as any subsequent USAID or government-wide HSPD-12 and PIV procedures/policies, including any subsequent applicable USAID General Notices, Office of Security Directives and/or Automated Directives System (ADS) policy directives and required procedures. This includes HSPD-12 procedures established in USAID/Washington and those procedures established by the overseas Regional Security Office. In the event of inconsistencies between this clause and later issued Agency or government-wide HSPD-12 guidance, the most recent issued guidance should take precedence, unless otherwise instructed by the Agreement Officer.

The recipient is required to include this clause in any subawards (including subcontracts) that require the subawardee or subawardee employee to have routine physical access to USAID space or logical access to USAID's information systems.

#### **A.16.12 IMPLEMENTING PARTNER NOTICES**

The Recipient shall comply with and adhere to all USAID/Afghanistan Implementing Partner Notices. Copies of the notices are provided to implementing partners at the time of issuance. Copies are also available upon your request from your cognizant Agreement Officer.

#### **A.16.13 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.

#### **A.16.14 VETTING**

##### **I.4-14.001 Information for Non-US contractors, subcontractors, and key individuals.**

(a) The Recipient must complete and submit the "USAID Information Form" in appendix B of the Mission Order 201.04, 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 USAID-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).

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.

**A.16.15 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 Recipient 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 OFAC's 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 OF AC, 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/enforcementiofac/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/enforcementiofac>.
- (c) The Recipient shall insert this clause, including this paragraph (c), in all subcontracts.
- (d) Before awarding any grant or similar instrument, the 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)

## ATTACHMENT B PROGRAM DESCRIPTION

### 1. Executive Summary

The Afghanistan Civilian Assistance Program II (ACAP II) will assist the U.S. Government in providing support for innocent Afghan families and communities suffering losses from military operations against the Taliban or from other insurgent attacks in a rapid, effective, and transparent manner. ACAP II will provide assistance regardless of who is at fault, if the loss was incurred due to international military forces targeting the Taliban and other insurgent groups involved in the armed conflict or due to the Taliban and other insurgent groups targeting international military forces; however, civilians harmed by Afghan National Security Forces or solely by the Taliban and insurgents without the presence of international military forces will not be eligible for ACAP II assistance. IRD will deliver assistance across Afghanistan, including in kinetic areas, with an Afghan face, through a diverse, dedicated team of Afghans and Afghan NGOs and service providers. IRD will design, implement, and monitor ACAP II in close collaboration with GIRoA, principally the Ministry of Labor, Social Affairs, Martyrs, and Disabled (MoLSAMD), establishing a platform through which we will engage affected families and communities.

ACAP II will work closely with GIRoA initiatives and other national and international assistance programs using all available resources. Each assistance package will be tailored to meet the unique circumstances of affected families and communities, paying special attention to gender considerations and the needs of women beneficiaries. IRD will continuously and methodically evaluate our performance and impact to ensure ACAP II is accountable and sustainable. As a result, we will improve local governance participation, avoid duplication of effort, reduce the cost of aid while increasing its effectiveness, and prevent civilian injuries or casualties during military operations from becoming sources of instability.

### 2. METHODOLOGY AND PLAN

Program Description incorporated from IRD Application has been redacted due to proprietary nature.

