



# USAID

FROM THE AMERICAN PEOPLE

July 16, 2008

Mr. Patrick Madden  
Executive Director  
Sister Cities International  
1301 Pennsylvania Ave, NW  
Suite 850  
Washington, DC 20004

Reference: Sister Cities International Community Connect C<sub>2</sub> Program  
Subject: Grant No. REE-G-00-08-000044-00

Dear Mr. Madden:

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 Sister Cities International (SCI) (hereinafter referred to as the "Grantee"), the sum of \$60,403.50 to launch Community Connector (C<sub>2</sub>) program as described in the Schedule of this award and in Attachment B, entitled "Program Description."

This Grant is effective and obligation is made as of the date of this letter and shall apply to expenditures made by the Grantee in furtherance of program objectives during the period beginning with the effective date July 16, 2008 and ending Sep 15, 2009. USAID will not be liable for reimbursing the Grantee for any costs in excess of the obligated amount.

This Grant is made to the Grantee Sister Cities International, 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), Attachment C (the Standard Provisions) and Attachment D (the Branding Strategy and Marking Plan), all of which have been agreed to by your organization.

Please sign the original and all enclosed copies of this letter to acknowledge your receipt of the Grant, and return the original and all but one copy to the Agreement Officer.

Sincerely yours,

Mohammad Kamal Ayub  
Agreement Officer  
USAID

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**Sister Cities International**

Attachments:

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

ACKNOWLEDGED:

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

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**Sister Cities International**

**A. GENERAL**

- |                                       |   |
|---------------------------------------|---|
| 1. Amount Obligated this Action:      | \$60,403.50   |
| 2. Total Estimated USAID Amount:      | \$60,403.50   |
| 3. Total Obligated USAID Amount:      | \$60,403.50   |
| 4. Cost-Sharing Amount (Non-Federal): | \$00,000.00   |
| 5. Activity Title:                    | Sister Cities International Community Connect Program |
| 6. USAID Technical Office:            | USAID/ODP/OD  |
| 7. Tax I.D. Number:                   | 520859021   |
| 8. DUNS No.:                          | 116192964   |

**B. SPECIFIC**

For AID/W Actions:

- |                  |             |
|------------------|-------------|
| 1. Line Number:  | 02          |
| 2. Amount:       | \$60,403.50 |
| 3. BBFY:         | 2008        |
| 4. Fund:         | OE          |
| 6. Op unit:      | ODP/OD      |
| 7. Team/Division | M/MPBP      |
| 8. SOC           | 4100201     |

**C. PAYMENT OFFICE**

- a. Recipient is authorized to submit request for reimbursement electronically at least once a month to [EI@usaid.gov](mailto:EI@usaid.gov)  
The address of payment office is listed below

US Agency for International Development  
Office of Financial Management  
M/CFO/CMP  
Attn: Ana Vargas  
RRB, 7.07-98B  
1300 Pennsylvania Ave, NW  
Washington, D.C. 20523-7700

- b. The Recipient shall forward copies of all submitted invoices to the designated CTO, Adele Helene Liskov.

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**ATTACHEMENT A SCHEDULE**

**A.1 PURPOSE OF GRANT**

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

**A.2 PERIOD OF GRANT**

1. The effective date of this Grant is July 16, 2008 and the estimated completion date of this Grant is Sep 15, 2009.

**A.3 AMOUNT OF GRANT AND PAYMENT**

1. The total estimated amount of this Award for the period shown in A.2.1 above is \$60,403.50.

3. Payment shall be made to the Grantee by direct reimbursement in accordance with procedures set forth in 22 CFR 226.

**A.4 GRANT BUDGET**

a. Personnel	\$ 8,437.50
b. Fringe Benefits	\$ 2,025.00
c. Travel	\$ 0.00
d. Equipment	\$ 0.00
e. Supplies	\$ 0.00
f. Other Direct Costs	\$ 38,250.00
g. Total Direct Costs	\$ 48,712.50
h. Indirect Cost	\$ 11,691.00
Total USAID Contribution	\$ 60,403.50
Total Cost share (Non Federal)	\$ 0.00
<b>Total Program Amount</b>	<b>\$60,403.50</b>

**A.5 REPORTING AND EVALUATION**

**1. Financial Reporting**

In accordance with 22 CFR 226.52, the SF 269 and SF 272 will be required on a quarterly basis. The recipient shall submit these forms in the following manner:

(1) The SF 272 and 272a (if necessary) must be submitted via electronic format to the U.S. Department of Health and Human Services (<http://www.dpm.psc.gov>). A copy of this form shall also be submitted at the same time to the Agreement Officer and the Cognizant Technical Officer (CTO).

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(2) The SF 269 or 269a (as appropriate) shall be submitted to the Cognizant Technical officer with one copy to the Agreement Officer.

(3) In accordance with 22 CFR 226.70-72, the original and two copies of all final financial reports shall be submitted to M/FM, the Agreement Officer (if requested) and the CTO. The electronic version of the final SF 272 or 272a shall be submitted to HHS in accordance with paragraph (1) above.

(4) In addition to the reports stated above, The Grantee must Submit to the CTO a quarterly financial report in accordance to the following:

Expenses should be segregated or specifically identified as to those which are for the Grantee and those which are for partner organization (Romanian Center for Investigative Journalism). Budget line items should be reported in five main categories with details under each category. The suggested format is:

1. Labor & fringe
2. Travel/Transportation/Per Diem (by international and local/regional)
3. Supplies
4. Other Direct Costs (honorariums, Telecommunications legal fees, Lexis-Nexis, media insurance, housing allowance, administrative fees, conference costs, etc.)
5. Equipment

**2. Program Reporting**

The Grantee shall submit one original and two copies of a performance report to, the Cognizant Technical Officer. The performance reports are required to be submitted quarterly. Guidelines for program reports will be provided by the CTO.

**3. Final Report**

The Recipient shall submit the original and one copy of the final program report with in 30 days to M/FM, the Agreement Officer, and the CTO and one copy, in electronic (preferred) or paper form of final documents to one of the following: (a) Via E-mail: 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>.

**A.6 TITLE TO PROPERTY**

Property Title will be vested with the Grantee.

**A.7 AUTHORIZED GEOGRAPHIC CODE**

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

**A.8 COST SHARING**

There will be no cost sharing from the Recipient.

**A.9 PROGRAM INCOME**

The Recipient shall account for Program Income (if any) in accordance with 22 CFR 226.24. Program Income earned under this award shall be added to the project.

**A.10 SPECIAL PROVISIONS:**

**A.10.1 SPECIAL AWARD CONDITIONS**

Sister Cities International shall undergo an accounting system survey after the award of the grant. The survey will be performed by the USAID's Contract Audit Management Team, Office of Acquisition and Assistance, Cost, Audit and Support Division. The survey is meant to determine if the recipient's accounting system is in accordance with Generally Accepted Accounting Principles and it is capable of accumulating costs for government contracting. The recipient is required to implement recommendations that may result from accounting system deficiencies noted during the survey of the accounting system. Payments for services rendered will be on reimbursable basis during this period until the system is deemed adequate for government contracting.

Sister Cities International will submit work plan within 4 weeks upon the issuance of grant and work will commence only when office of Development Partners has approved the work plan.

**A.10.2 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

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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.10.3 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.10.4 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JAN 2002)**

Funds in this grant 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.10.5 COUNTRY-BY-COUNTRY BREAKDOWN OF EXPENDITURES**

Grantee shall list each country included in the program and the total amount expended for each country under the award for the reporting period in the "Remarks" block on the "Financial Status Report" SF 269 or SF 269A, or on a separate sheet of paper with the "Request for Advance or Reimbursement" SF 270.

**A.11 BRANDING STRATEGY AND MARKING PLAN**

The Branding Strategy and Marking Plan submitted by SCI on July 08, 2008 are hereby incorporated as Attachment D of this Award and made a part of this Award.

#### ATTACHMENT B PROGRAM DESCRIPTION

Sister Cities International is currently developing an online searchable database to connect U.S. communities seeking to provide humanitarian assistance with international projects managed by reputable organizations. The C2 platform will serve as a resource for U.S.-based sister cities and local groups including public-private partnerships mobilized to deliver aid. Sister Cities International will incorporate Mission's experience to recommend and vet in-country organizations and assist in coordinating the delivery of humanitarian resources. This will include providing past performance reviews for in-country organizations and recommendations of organizations with positive relationships with the missions to be included in the database. Based on these recommendations and Sister Cities International internal vetting process, an organization will be accepted/rejection to join the database. When an organization is accepted they will be invited to complete an online organizational profile including contact information, organizational overview and current needs.

In seeking projects to provide assistance, a local U.S. organization will be able to identify a project or organization abroad based on customizable criteria (geographic, type of need, types of supplies/equipment, etc.), access organizational information and begin a dialogue to launch the humanitarian program. Additionally, U.S. organizations can receive updated information about the organization, as well as the socio-political climate in-country.

Currently, the Community Connector (C2) draws on the 2,000 sister cities. If additional networks are added it could evolve into a comprehensive database highlighting various regions in the world with the most need and the type of assistance required. Its relevance and reliability will depend on on-going relationships with the networks to contribute and provide data with Sister Cities International on the countries they are based in, help to identify project organizations and promote the resource through its network in the U.S. and abroad. Sister Cities International will also promote Community Connector (C2) through its sister city members, community organizations and online. We can envision this resource developing into an online clearinghouse for volunteers and leaders of grassroots organizations, non-governmental groups, faith-based organizations, and nonprofits in the United States, increasing the capacity of humanitarian assistance globally.

In order to test the functionality and integrity of the content in the database, Sister Cities International will pilot C2 in South Africa, because of USAID mission's interest in this project and Sister Cities International's Partnership & Peace Tour to South Africa in November.

Sister Cities International will work in partnership with its U.S. communities with sister cities in South Africa (currently 15 sister city relationships) to populate the database with reputable

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organizations in South Africa, testing the verification and vetting process. Feedback from the organizations will be used to improve the efficiency and accuracy of this process.

Once the organizations are admitted to C2, they will identify and post their current needs to their organization's page, tagging keywords for the search. Sister Cities International will work with participants attending the Partnership & Peace Tour to South Africa to search the database and identify a project to fulfill. These participants in coordination with Sister Cities International will accumulate and distribute the needed items to the organization while in South Africa. The participants will be asked to submit an evaluation of C<sup>2</sup> and suggestions for improvements to the search function and the ease of coordinating distribution with the in-country organization.

**V. Management, Administration and Security**

C2 will be designed by with the up-to-date internet security measures to protect against any intrusions and hacking that may corrupt the integrity of the data and/or interfere with the verification process for organizations. As with any technology resource, there may be periodic interruptions in service, but because of the 24/7 server support and redundancy strategies, the Sister Cities International technology team and any service providers will immediately work to solve the issue at hand. Also, updates, and regular maintenance and oversight will ensure the database stays current with the ever changing needs for internet security.

**VI. Monitoring and Performance Measurement**

Sister Cities International and the USAID missions will work together to track progress in achieving the objectives as specified in the grant proposal.

The following table identifies the specific indicators to be used to measure the objectives.

Evaluation Objective(s)	Output/Outcome	Indicator(s)
Design a easy to use online resource to match aid with communities in need	A tool for U.S. individuals and organizations who are seeking to provide humanitarian assistance, to learn about the needs of people in different parts of the world, to search and match projects/organizations	Survey of users for usability, ease of search, etc.  Web Statistics such as number of visitors and number of new registrants  Qualitative feedback

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	abroad that may fit their criteria, to utilize the communications/contact tools to reach out and initiate assistance	from SCI members and users
Create a resource for international communities to identify the needs of their community	Variety of projects added to C2 by international communities.	Ease of submitting and editing projects on the site.
Accurately and efficiently vet and verify organizations requesting support	Organizations accepted to C2 are reliable and credible organizations.	The amount of time and resources to vet organizations.  Third party assessment of the credibility of the organizations accepted to C2.
Pilot the project from search through delivery of aid to communities in South Africa	Deliver identified needed resources to communities in South Africa through the USAID mission and the sister city network	Successful delivery of resources to S. Africa

Sister Cities International recognizes the valuable resource Community Connector (C2) would provide to communities in need abroad and U.S. organizations seeking to assist such communities. We believe the use of technology combined with the sister city network for what has traditionally been a word-of-mouth process will help provide more accurate and expeditious direct humanitarian relief. Sister Cities International will also work with USAID staff to help populate and guide the development of this platform.

**ATTACHMENT C STANDARD PROVISIONS**

**C.1. APPLICABILITY OF 22 CFR PART 226 (May 2005)**

a. All provisions of 22 CFR Part 226 and all Standard Provisions attached to this agreement are applicable to the recipient and to subrecipients which meet the definition of "Recipient" in Part 226, unless a section specifically excludes a subrecipient from coverage. The recipient shall assure that subrecipients have copies of all the attached standard provisions.

b. For any subawards made with Non-US subrecipients the Recipient shall include the applicable "Standard Provisions for Non-US Nongovernmental Grantees." Recipients are required to ensure compliance with monitoring procedures in accordance with OMB Circular A-133.

**C.2. INELIGIBLE COUNTRIES (MAY 1986)**

Unless otherwise approved by the USAID Agreement Officer, funds will only be expended for assistance to countries eligible for assistance under the Foreign Assistance Act of 1961, as amended, or under acts appropriating funds for foreign assistance.

**C.3. NONDISCRIMINATION (MAY 1986)**

(This provision is applicable when work under the grant is performed in the U.S. or when employees are recruited in the U.S.)  
No U.S. citizen or legal resident shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this award on the basis of race, color, national origin, age, handicap, or sex.

**C.4. NONLIABILITY (NOVEMBER 1985)**

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

**C.5. AMENDMENT (NOVEMBER 1985)**

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

**C.6. NOTICES (NOVEMBER 1985)**

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

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**Sister Cities International**

To the USAID Agreement Officer, at the address specified in the award.  
To recipient, at recipient's address shown in the award or to such  
other address designated within the award

Notices shall be effective when delivered in accordance with this  
provision, or on the effective date of the notice, whichever is later.

**C.7. SUBAGREEMENTS (June 1999)**

Subrecipients, subawardees, and contractors have no relationship with  
USAID under the terms of this agreement. All required USAID approvals  
must be directed through the recipient to USAID.

**C.8. OMB APPROVAL UNDER THE PAPERWORK REDUCTION ACT (December  
2003)**

Information collection requirements imposed by this grant are covered  
by OMB approval number 0412-0510; the current expiration date is  
04/30/2005. The Standard Provisions containing the requirement and an  
estimate of the public reporting burden (including time for reviewing  
instructions, searching existing data sources, gathering and  
maintaining the data needed, and completing and reviewing the  
collection of information) are

Standard Provision Burden Estimate

Air Travel and Transportation 1 (hour)

Ocean Shipment of Goods .5

Patent Rights .5

Publications .5

Negotiated Indirect Cost Rates -

(Predetermined and Provisional) 1

Voluntary Population Planning .5

Protection of the Individual as a 1

Research Subject

22 CFR 226 Burden Estimate

22 CFR 226.40-.49 Procurement

of Goods and Services 1

22 CFR 226.30 - .36

Property Standards 1.5

Comments regarding this burden estimate or any other aspect of this  
collection of information, including suggestions for reducing this  
burden, may be sent to the Office of Procurement, Policy Division  
(M/OP/P) U.S. Agency for International Development, Washington, DC  
20523-7801 and to the Office of Management and Budget, Paperwork  
Reduction Project (0412-0510), Washington, D.C 20503.

**C.9. USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (April 1998)**

(This provision is not applicable to goods or services which the  
recipient provides with private funds as part of a cost-sharing  
requirement, or with Program Income generated under the award.)

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a. Ineligible and Restricted Goods and Services: USAID's policy on ineligible and restricted goods and services is contained in ADS Chapter 312.

(1) Ineligible Goods and Services. Under no circumstances shall the recipient procure any of the following under this award:

- (i) Military equipment,
- (ii) Surveillance equipment,
- (iii) Commodities and services for support of police or other law enforcement activities,
- (iv) Abortion equipment and services,
- (v) Luxury goods and gambling equipment, or
- (vi) Weather modification equipment.

(2) Ineligible Suppliers. Funds provided under this award shall not be used to procure any goods or services furnished by any firms or individuals whose name appears on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs." USAID will provide the recipient with a copy of these lists upon request.

(3) Restricted Goods. The recipient shall not procure any of the following goods and services without the prior approval of the Agreement Officer:

- (i) Agricultural commodities,
- (ii) Motor vehicles,
- (iii) Pharmaceuticals,
- (iv) Pesticides,
- (v) Used equipment,
- (vi) U.S. Government-owned excess property, or
- (vii) Fertilizer.

Prior approval will be deemed to have been met when:

- (i) the item is of U.S. source/origin;
- (ii) the item has been identified and incorporated in the program description or schedule of the award (initial or revisions), or amendments to the award; and
- (iii) the costs related to the item are incorporated in the approved budget of the award.

Where the item has not been incorporated into the award as described above, a separate written authorization from the Agreement Officer must be provided before the item is procured.

b. Source and Nationality: The eligibility rules for goods and services based on source and nationality are divided into two categories. One applies when the total procurement element during the life of the award is over \$250,000, and the other applies when the total procurement element during the life of the award is not over \$250,000, or the award is funded under the Development Fund for Africa (DFA) regardless of the amount. The total procurement element includes procurement of all goods (e.g., equipment, materials, supplies) and services. Guidance on the eligibility of specific goods or services may be obtained from the Agreement Officer. USAID policies and definitions on source, origin and nationality are contained in 22 CFR Part 228, Rules on Source, Origin and Nationality for Commodities and

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Services Financed by the Agency for International Development, which is incorporated into this Award in its entirety.

(1) For DFA funded awards or when the total procurement element during the life of this award is valued at \$250,000 or less, the following rules apply:

(i) The authorized source for procurement of all goods and services to be reimbursed under the award is USAID Geographic Code 935, "Special Free World," and such goods and services must meet the source, origin and nationality requirements set forth in 22 CFR Part 228 in accordance with the following order of preference:

- (A) The United States (USAID Geographic Code 000),
- (B) The Cooperating Country,
- (C) USAID Geographic Code 941, and
- (D) USAID Geographic Code 935.

(ii) Application of order of preference: When the recipient procures goods and services from other than U.S. sources, under the order of preference in paragraph (b) (1) (i) above, the recipient shall document its files to justify each such instance. The documentation shall set forth the circumstances surrounding the procurement and shall be based on one or more of the following reasons, which will be set forth in the grantee's documentation:

- (A) The procurement was of an emergency nature, which would not allow for the delay attendant to soliciting U.S. sources,
- (B) The price differential for procurement from U.S. sources exceeded by 50% or more the delivered price from the non-U.S. source,
- (C) Compelling local political considerations precluded consideration of U.S. sources,
- (D) The goods or services were not available from U.S. sources, or
- (E) Procurement of locally available goods and services, as opposed to procurement of U.S. goods and services, would best promote the objectives of the Foreign Assistance program under the award.

(2) When the total procurement element exceeds \$250,000 (unless funded by DFA), the following applies: Except as may be specifically approved or directed in advance by the Agreement Officer, all goods and services financed with U.S. dollars, which will be reimbursed under this award must meet the source, origin and nationality requirements set forth in 22 CFR Part 228 for the authorized geographic code specified in the schedule of this award. If none is specified, the authorized source is Code 000, the United States.

c. Printed or Audio-Visual Teaching Materials: If the effective use of printed or audio-visual teaching materials depends upon their being in the local language and if such materials are intended for technical assistance projects or activities financed by USAID in whole or in part and if other funds including U.S.-owned or U.S.-controlled local currencies are not readily available to finance the procurement of such materials, local language versions may be procured from the following sources, in order of preference:

- (1) The United States (USAID Geographic Code 000),
- (2) The Cooperating Country,
- (3) "Selected Free World" countries (USAID Geographic

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Code 941), and

(4) "Special Free World" countries (USAID Geographic Code 899).

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

This provision must be included in all subagreements which include procurement of goods or services which total over \$5,000.

**C.10. 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 (1)(b); 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 subagreements or contracts under this grant with a person or entity that is included on the Excluded Parties List System (<http://epls.arnet.gov>). The recipient further agrees to include the following provision in any subagreements or contracts entered into under this award:

**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.

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

**C.11. DRUG-FREE WORKPLACE (January 2004)**

a. The recipient agrees that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any Federal award. The statement must

(1) Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;

(2) Specify the actions the recipient will take against employees for violating that prohibition; and

(3) Let each employee know that, as a condition of employment under any award, he or she

(i) Must abide by the terms of the statement, and

(ii) Must notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than five calendar days after the conviction.

b. The recipient agrees that it will establish an ongoing drug-free awareness program to inform employees about

(i) The dangers of drug abuse in the workplace;

(ii) Your policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation and employee assistance programs; and

(iv) The penalties that you may impose upon them for drug abuse violations occurring in the workplace.

c. Without the Agreement Officer's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this award or the completion date of this award, whichever occurs first.

d. The recipient agrees to immediately notify the Agreement Officer if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the number of each award on which the employee worked. The notification must be sent to the Agreement Officer within ten calendar days after the recipient learns of the conviction.

e. Within 30 calendar days of learning about an employee's conviction, the recipient must either

(1) Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or

(2) Require the employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

f. The policies and procedures applicable to violations of these requirements are set forth in 22 CFR Part 210.

**C.12. EQUAL PROTECTION OF THE LAWS FOR FAITH-BASED AND COMMUNITY ORGANIZATIONS (February 2004)**

a. 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;

b. The Federal Government must implement Federal programs in accordance with the Establishment Clause and the Free Exercise Clause of the First Amendment to the Constitution. Therefore, 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.

c. If the recipient makes subawards under this agreement, faith-based organizations should be eligible to participate on the same basis as other organizations, and should not be discriminated against on the basis of their religious character or affiliation.

**C.13. 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.

**C.14. 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 subagreement.

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*Principal Officer* means the most senior officer in a USAID Operating Unit in the field, e.g., 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 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.

*Subrecipient* means any person or government (including cooperating country government) department, agency, establishment, or for profit or nonprofit organization that receives a USAID subaward, as defined in 22 C.F.R. 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 subrecipients, 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 brandmark, with the tagline that clearly communicates that our assistance is "from the American people." The USAID Identity is available on the USAID website at [www.usaid.gov/branding](http://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

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**(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 subaward 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 pre-production review of USAID-funded public communications and program materials for compliance with the approved Marking Plan.

(9) Subrecipients. To ensure that the marking requirements "flow down" to subrecipients of subawards, recipients of USAID funded grants and cooperative agreements or other assistance awards will

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include the USAID-approved marking provision in any USAID funded subaward, as follows:

*"As a condition of receipt of this subaward, marking with the USAID Identity of a size and prominence equivalent to or greater than the recipient's, subrecipient's, 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 subrecipient, USAID may, at its discretion, require marking by the subrecipient with the USAID Identity."*

(10) Any 'public communications', as defined in 22 C.F.R. 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 Cognizant Technical Officer (CTO) 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. 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;

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(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;

\*An asterisk indicates that the adjacent information is new or substantively revised. 16

(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 is 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 Cognizant Technical Officer. 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.

\*An asterisk indicates that the adjacent information is new or substantively revised. 17

(3) Approved waivers are not limited in duration but are subject to Principal Officer review at any time, due to changed circumstances.

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(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. The recipient may appeal by submitting a written request to reconsider the Principal Officer's waiver determination to the cognizant Assistant Administrator.

(e) Non-retroactivity. The requirements of this provision do not apply to any materials, events, or commodities produced prior to January 2, 2006. The requirements of this provision do not apply to program, project, or activity sites funded by USAID, including visible infrastructure projects (for example, roads, bridges, buildings) or other programs, projects, or activities that are physical in nature (for example, agriculture, forestry, water management) where the construction and implementation of these are complete prior to January 2, 2006 and the period of the grant does not extend past January 2, 2006.

**C.15. REGULATIONS GOVERNING EMPLOYEES (AUGUST 1992)**

(The following applies to the recipient's employees working in the cooperating country under the agreement who are not citizens of the cooperating country.)

a. The recipient's employees shall maintain private status and may not rely on local U.S. Government offices or facilities for support while under this grant.

b. The sale of personal property or automobiles by recipient employees and their dependents in the foreign country to which they are assigned shall be subject to the same limitations and prohibitions which apply to direct-hire USAID personnel employed by the Mission, including the rules contained in 22 CFR Part 136, except as this may conflict with host government regulations.

c. Other than work to be performed under this award for which an employee is assigned by the recipient, no employee of the recipient shall engage directly or indirectly, either in the individual's own name or in the name or through an agency of another person, in any business, profession, or occupation in the foreign countries to which the individual is assigned, nor shall the individual make loans or investments to or in any business, profession or occupation in the foreign countries to which the individual is assigned.

\*An asterisk indicates that the adjacent information is new or substantively revised. 18

d. The recipient's employees, while in a foreign country, are expected to show respect for its conventions, customs, and institutions, to abide by its applicable laws and regulations, and not to interfere in its internal political affairs.

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e. In the event the conduct of any recipient employee is not in accordance with the preceding paragraphs, the recipient's chief of party shall consult with the USAID Mission Director and the employee involved and shall recommend to the recipient a course of action with regard to such employee.

f. The parties recognize the rights of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this grant award of any third country national when, in the discretion of the Ambassador, the interests of the United States so require.

g. If it is determined, either under (e) or (f) above, that the services of such employee should be terminated, the recipient shall use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.

**C.16. CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY  
(NOVEMBER 1985)**

(This provision applies when activities are undertaken outside the United States.)

Upon arrival in the Cooperating Country, and from time to time as appropriate, the recipient's chief of party shall consult with the Mission Director who shall provide, in writing, the procedure the recipient and its employees shall follow in the conversion of United States dollars to local currency. This may include, but is not limited to, the conversion of currency through the cognizant United States Disbursing Officer or Mission Controller, as appropriate.

**C.17. USE OF POUCH FACILITIES (AUGUST 1992)**

(This provision applies when activities are undertaken outside the United States.)

a. Use of diplomatic pouch is controlled by the Department of State. The Department of State has authorized the use of pouch facilities for USAID recipients and their employees as a general policy, as detailed in items (1) through (6) below. However, the final decision regarding use of pouch facilities rest with the Embassy or USAID Mission. In consideration of the use of pouch facilities, the recipient and its employees agree to indemnify and hold harmless, the Department of State and USAID for loss or damage occurring in pouch transmission:

(1) Recipients and their employees are authorized use of the pouch for transmission and receipt of up to a maximum of .9 kgs per shipment of correspondence and documents needed in the administration of assistance programs.

(2) U.S. citizen employees are authorized use of the pouch for personal mail up to a maximum of .45 kgs per shipment (but see (a) (3) below).

(3) Merchandise, parcels, magazines, or newspapers are not considered to be personal mail for purposes of this standard provision and are not authorized to be sent or received by pouch.

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(4) Official and personal mail pursuant to a.1. and 2. above sent by pouch should be addressed as follows:

Name of individual or organization (followed by letter symbol "G")

City Name of post (USAID/\_\_\_\_\_)

Agency for International Development

Washington, D.C. 20523-0001

(5) Mail sent via the diplomatic pouch may not be in violation of U.S. Postal laws and may not contain material ineligible for pouch transmission.

(6) Recipient personnel are NOT authorized use of military postal facilities (APO/FPO). This is an Adjutant General's decision based on existing laws and regulations governing military postal facilities and is being enforced worldwide.

b. The recipient shall be responsible for advising its employees of this authorization, these guidelines, and limitations on use of pouch facilities.

c. Specific additional guidance on grantee use of pouch facilities in accordance with this standard provision is available from the Post Communication Center at the Embassy or USAID Mission.

**C.18. INTERNATIONAL AIR TRAVEL AND TRANSPORTATION (JUNE 1999)**

(This provision is applicable when costs for international travel or transportation will be paid for with USAID funds. This provision is not applicable if the recipient is providing for travel with private funds as part of a cost-sharing requirement, or with Program Income generated under the award.)

**a. PRIOR BUDGET APPROVAL**

In accordance with OMB Cost Principles, direct charges for foreign travel costs are allowable only when each foreign trip has received prior budget approval. Such approval will be deemed to have been met when:

(1) the trip is identified. Identification is accomplished by providing the following information: the number of trips, the number of individuals per trip, and the destination country(s).

(2) the information noted at (a) (1) above is incorporated in: the proposal, the program description or schedule of the award, the implementation plan (initial or revisions), or amendments to the award; and

(3) the costs related to the travel are incorporated in the approved budget of the award.

The Agreement Officer may approve travel which has not been incorporated in writing as required by paragraph (a) (2). In such case, a copy of the Agreement Officer's approval must be included in the agreement file.

**b. NOTIFICATION**

(1) As long as prior budget approval has been met in accordance with paragraph (a) above, a separate Notification will not be necessary unless:

(i) the primary purpose of the trip is to work with USAID Mission personnel, or

(ii) the recipient expects significant administrative or substantive programmatic support from the Mission.

Neither the USAID Mission nor the Embassy will require Country Clearance of employees or contractors of USAID Recipients.

(2) Where notification is required in accordance with paragraph (1)

(i) or (ii) above, the recipient will observe the following standards:

(i) Send a written notice to the cognizant USAID Technical Office in the Mission. If the recipient's primary point of contact is a Technical Officer in USAID/W, the recipient may send the notice to that person. It will be the responsibility of the USAID/W Technical Officer to forward the notice to the field.

(ii) The notice should be sent as far in advance as possible, but at least 14 calendar days in advance of the proposed travel. This notice may be sent by fax or e-mail. The recipient should retain proof that notification was made.

(iii) The notification shall contain the following information: the award number, the cognizant Technical Officer, the traveler's name (if known), date of arrival, and the purpose of the trip.

(iv) The USAID Mission will respond only if travel has been denied. It will be the responsibility of the Technical Officer in the Mission to contact the recipient within 5 working days of having received the notice if the travel is denied. If the recipient has not received a response within the time frame, the recipient will be considered to have met these standards for notification, and may travel.

(v) If a subrecipient is required to issue a Notification, as per this section, the subrecipient may contact the USAID Technical Officer directly, or the prime may contact USAID on the subrecipient's behalf.

**c. SECURITY ISSUES**

Recipients are encouraged to obtain the latest Department of State Travel Advisory Notices before traveling. These Notices are available to the general public and may be obtained directly from the State Department, or via Internet.

Where security is a concern in a specific region, recipients may choose to notify the US Embassy of their presence when they have entered the country. This may be especially important for long-term posting.

**d. USE OF U.S.-OWNED LOCAL CURRENCY**

Travel to certain countries shall, at USAID's option, be funded from U.S.-owned local currency. When USAID intends to exercise this option, USAID will either issue a U.S. Government S.F. 1169, Transportation

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Request (GTR) which the grantee may exchange for tickets, or issue the tickets directly. Use of such U.S.-owned currencies will constitute a dollar charge to this grant.

**e. THE FLY AMERICA ACT**

The Fly America Act (49 U.S.C. 40118) requires that all air travel and shipments under this award must be made on U.S. flag air carriers to the extent service by such carriers is available. The Administrator of General Services Administration (GSA) is authorized to issue regulations for purposes of implementation. Those regulations may be found at 41 CFR parts 301, and are hereby incorporated by reference into this award.

**f. COST PRINCIPLES**

The recipient will be reimbursed for travel and the reasonable cost of subsistence, post differentials and other allowances paid to employees in international travel status in accordance with the recipient's applicable cost principles and established policies and practices which are uniformly applied to federally financed and other activities of the grantee.

If the recipient does not have written established policies regarding travel costs, the standard for determining the reasonableness of reimbursement for overseas allowance will be the Standardized Regulations (Government Civilians, Foreign Areas), published by the U.S. Department of State, as from time to time amended. The most current subsistence, post differentials, and other allowances may be obtained from the Agreement Officer.

**g. SUBAWARDS.**

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

**C.19. OCEAN SHIPMENT OF GOODS (JUNE 1999)**

(This provision is applicable for awards and subawards for \$100,000 or more and when goods purchased with funds provided under this award are transported to cooperating countries on ocean vessels whether or not award funds are used for the transportation.)

a. At least 50% of the gross tonnage of all goods purchased under this agreement and transported to the cooperating countries shall be made on privately owned U.S. flag commercial ocean vessels, to the extent such vessels are available at fair and reasonable rates for such vessels.

b. At least 50% of the gross freight revenue generated by shipments of goods purchased under this agreement and transported to the cooperating countries on dry cargo liners shall be paid to or for the

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benefit of privately owned U.S. flag commercial ocean vessels to the extent such vessels are available at fair and reasonable rates for such vessels.

c. When U.S. flag vessels are not available, or their use would result in a significant delay, the grantee may request a determination of non-availability from the USAID Transportation Division, Office of Procurement, Washington, D.C. 20523, giving the basis for the request which will relieve the grantee of the requirement to use U.S. flag vessels for the amount of tonnage included in the determination. Shipments made on non-free world ocean vessels are not reimbursable under this grant.

d. The recipient shall send a copy of each ocean bill of lading, stating all of the carrier's charges including the basis for calculation such as weight or cubic measurement, covering a shipment under this agreement to:

U.S. Department of Transportation,  
Maritime Administration, Division of National Cargo,  
400 7th Street, S.W.,  
Washington, DC 20590, and  
U.S. Agency for International Development,  
Office of Procurement, Transportation Division  
1300 Pennsylvania Avenue, N.W.  
Washington, DC 20523-7900

e. Shipments by voluntary nonprofit relief agencies (i.e., PVOs) shall be governed by this standard provision and by USAID Regulation 2, "Overseas Shipments of Supplies by Voluntary Nonprofit Relief Agencies" (22 CFR Part 202).

f. Shipments financed under this grant must meet applicable eligibility requirements set out in 22 CFR 228.21.

**C.20. LOCAL PROCUREMENT (April 1998)**

a. Financing local procurement involves the use of appropriated funds to finance the procurement of goods and services supplied by local businesses, dealers or producers, with payment normally being in the currency of the cooperating country.

b. Locally financed procurements must be covered by source and nationality waivers as set forth in 22 CFR 228, Subpart F, except as provided for in mandatory standard provision, "USAID Eligibility Rules for Goods and Services," or when one of the following exceptions applies:

(1) Locally available commodities of U.S. origin, which are otherwise eligible for financing, if the value of the transaction is estimated not to exceed \$100,000 exclusive of transportation costs.

(2) Commodities of geographic code 935 origin if the value of the transaction does not exceed the local currency equivalent of \$5,000.

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(3) Professional Services Contracts estimated not to exceed \$250,000.

(4) Construction Services Contracts estimated not to exceed \$5,000,000.

(5) Commodities and services available only in the local economy (no specific per transaction value applies to this category). This category includes the following items:

(i) Utilities including fuel for heating and cooking waste disposal and trash collection;

(ii) Communications - telephone, telex, fax, postal and courier services;

(iii) Rental costs for housing and office space;

(iv) Petroleum, oils and lubricants for operating vehicles and equipment;

(v) Newspapers, periodicals and books published in the cooperating country;

(vi) Other commodities and services and related expenses that, by their nature or as a practical matter, can only be acquired, performed, or incurred in the cooperating country, e.g., vehicle maintenance, hotel accommodations, etc.

c. The coverage on ineligible and restricted goods and services in the mandatory standard provision entitled, "USAID Eligibility Rules for Goods and Services," also apply to local procurement.

d. This provision will be included in all subagreements where local procurement of goods or services is a supported element.

**C.21. VOLUNTARY POPULATION PLANNING ACTIVITIES - MANDATORY REQUIREMENTS (MAY 2006)**

Requirements for Voluntary Sterilization Programs

(1) None of the funds made available under this award shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

Prohibition on Abortion-Related Activities:

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

(2) No funds made available under this award will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as

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a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.

**C.22. USAID DISABILITY POLICY - ASSISTANCE (DECEMBER 2004)**

APPLICABILITY: This provision must be included in Request for Applications (RFAs), and in awards.

**USAID DISABILITY POLICY - ASSISTANCE (DECEMBER 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://pdf.dec.org/pdf\\_docs/PDABQ631.pdf](http://pdf.dec.org/pdf_docs/PDABQ631.pdf)

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.

**C.23. STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID ASSISTANCE AWARDS INVOLVING CONSTRUCTION (September 2004)**

APPLICABILITY: This provision must be included in Request for Applications (RFAs) and in awards involving construction.

**STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID ASSISTANCE AWARDS INVOLVING CONSTRUCTION (September 2004)**

a. One of the objectives of the USAID Disability Policy is 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. As part of this policy USAID has established standards for any new or renovation construction project funded by USAID to allow access by people with disabilities (PWDs). The full text of the policy paper can be found at the following website:

[http://pdf.dec.org/pdf\\_docs/PDABQ631.pdf](http://pdf.dec.org/pdf_docs/PDABQ631.pdf).

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- b. USAID requires the recipient to comply with standards of accessibility for people with disabilities in all structures, buildings or facilities resulting from new or renovation construction or alterations of an existing structure.
- c. The recipient will comply with the host country or regional standards for accessibility in construction when such standards result in at least substantially equivalent accessibility and usability as the standard provided in the Americans with Disabilities Act (ADA) of 1990 and the Architectural Barriers Act (ABA) Accessibility Guidelines of July 2004. Where there are no host country or regional standards for universal access or where the host country or regional standards fail to meet the ADA/ABA threshold, the standard prescribed in the ADA and the ABA will be used.
- d. New Construction. All new construction will comply with the above standards for accessibility.
- e. Alterations. Changes to an existing structure that affect, the usability of the structure will comply with the above standards for accessibility unless the recipient obtains the Agreement Officer's advance approval that compliance is technically infeasible or constitutes an undue burden or both. Compliance is technically infeasible where structural conditions would require removing or altering a load-bearing member that is an essential part of the structural frame or because other existing physical or site constraints prohibit modification or addition of elements, spaces, or features that are in full and strict compliance with the minimum requirements of the standard. Compliance is an undue burden where it entails either a significant difficulty or expense or both.
- f. Exceptions. The following construction related activities are excepted from the requirements of paragraphs (a) through (d) above:
- (1) Normal maintenance, re-roofing, painting or wall papering, or changes to mechanical or electrical systems are not alterations and the above standards do not apply unless they affect the accessibility of the building or facility; and
  - (2) Emergency construction (which may entail the provision of plastic sheeting or tents, minor repair and upgrading of existing structures, rebuilding of part of existing structures, or provision of temporary structures) intended to be temporary in nature. A portion of emergency construction assistance may be provided to people with disabilities as part of the process of identifying disaster- and crisis-affected people as "most vulnerable."

**ATTACHMENT D BRANDING STRATEGY & MARKING PLAN**

**I. Branding Plan**

- Sister Cities International will incorporate the message "This assistance is from the American people," on the C2 web platform in the banner of the webpage and in all e-communications for the program.
- This program will be publicized through press releases, press conferences, emails sent to group lists, success stories highlighted through online videos and other e-communications.
- Key milestones of the project which are to include:

- Launching of C2  
Administrator of the U.S. Agency for International Development (USAID), Henrietta Fore along with U.S. Senator Sam Brownback will be launching C2 at the Sister Cities International Annual Conference in Kansas City to an audience of 500. This announcement will be video-recorded to use on the C2 platform and in future e-announcements of the project.

The USAID identity will be recognized on signs throughout the conference and follow-up e-blast to conference attendees.

This announcement will be promoted through press releases and a joint press conference between Sister Cities International, USAID, and Senator Brownback.

- South Africa Pilot Phase  
This phase of the project will be announced through 2-3 local sister city assistance project releases highlighting the Sister Cities International Partnership & Peace Tour to South Africa. Photos and participants' experiences will be crafted to promote C2 through on-line video and e-communications.
- Populate database  
Sister Cities International will promote the opportunity to submit organizations and projects in the database through e-communications and brochures.

Press releases will highlight the types of projects that have been successfully submitted and are seeking a U.S. partner to fulfill the needs.

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o Ongoing projects fulfilled

Success stories will be updated on the C2 platform on a continual basis and will be submitted to the USAID Public Affairs Officer to use in their communications. The promotional on-line video and e-communications will be updated on an ongoing basis to incorporate successful projects. We will use associations and other such national and international networks to recruit interested U.S. organizations to provide assistance.

**II. Marking Plan:**

*Public Communications* will include the C2 web platform, the public view and the accepted organization and user back-end view, web-video, and e-blasts.

All of these communications will be marked with the standard Graphic Identity or USAID Identity in a size and prominence equal to (or greater than) any other logo or identity.

*Program materials* for this project will include promotional brochures with the USAID logo and the Sister Cities International logo. The printed brochures and e-communications will also incorporate the USAID identity according to the marking specifications.

No commodities or equipment will be purchased through this USAID grant.

<b>Program Deliverables marked with the USAID Identity</b>	<b>Type of Marking</b>	<b>Timeline of marking program deliverables</b>
C2 Website Front-end	Logo & message	Development & Design of C2
C2 Website Back-end	Logo & message	Development & Design of C2
C2 Promotional Video	Logo & message	Post pilot testing in South Africa
C2 Launch-Sister Cities International Conference	Logo	Sister Cities International Conference July 2008
E-Communications	Logo & message	When C2 is live on the internet
C2 Brochures	Logo & message	Post pilot testing in South Africa

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Program Deliverables NOT marked with the USAID Identity	Rationale
n/a	n/a