



USAID AFGHANISTAN

FROM THE AMERICAN PEOPLE



**Saba Media Organization (SMO)
in partnership with**



**Watch on Basic Rights Afghanistan Organization (WBRAO)
Law Enforcement and Rule of Law Programs for Afghanistan**

Redacted Award

On

**Fixed Obligation Grant (FOG) Award No, AID-306-F-12-00010, under APS 306 –
10 -0020 with Saba Media Organization (SMO).**

XXXXXXXXXXXXXXXXXX

Subject: Fixed Obligation Grant (FOG) Award No. AID-306-F-I2-00010, under APS 306-10-0020 with SABA Media Organization.

Dear Mr. Hamidi,

Pursuant to the authority contained in the U.S. Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development ("USAID"), hereby awards to ("SABA Media Organization"), the sum of \$893,900.00 payable in U.S, according to the Milestone Budget shown in the Schedule. Attachment 1, to support the subject award, as more fully described in the Program Description, Attachment 2.

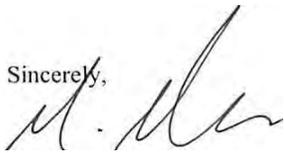
The Grant Period is as provided in the Schedule. USAID is not liable for reimbursing the Recipient for any amount in excess of the obligated amount.

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

By signing this Grant Agreement, Recipient agrees to:

1. Maintain records of transactions related to the Grant Agreement for at least three years after payment of the final milestone. After the end of the agreement, USAID retains the right, at its discretion, to examine all or a sample of the recipient's records or elated to the Grant Agreement where concerns of implementation irregularities arise.
2. Unless otherwise provided in the Schedule, title to any equipment or personal property purchased to accomplish any milestones under this Agreement vests in the recipient upon acquisition, with the condition that the recipient must use the equipment or property for the grant as long as it is needed for such.
3. The USAID Grant Officer must provide prior written approval for any changes to: 1) the activities being supported by this grant; 2) the fixed amount of this grant; 3) the milestones; or 4) change in the Grant Agreement completion date.
4. USAID will conduct monitoring of the grant program, including site visits as appropriate.
5. On submission of the voucher for payment for the final milestone, the Recipient must certify that the grant is completed and the Recipient will make no further claim against the grantor after final payment.

Please sign the original and each copy of this letter to acknowledge receipt and confirm acceptance of the Grant Agreement, and return the original and all but one copy to the Grant Officer.

Sincerely,


Michael Ashkouri
Grant Officer

1. Schedule	4
1. PURPOSE OF GRANT:.....	4
2. GRANT PERIOD:	4
3. AMOUNT OF AWARD AND PAYMENT:	4
4. BUDGET:	4
5. SPECIAL PROVISIONS:	4
6. SPECIAL AWARD PROVISIONS:.....	5
7. KEY PERSONNEL:	26
8. TITLE TO PROPERTY:	27
9. OPERATION AND TRAVELS:	27
10. AUTHORIZED GEOGRAPHIC CODE:	27
11. AFGHAN INFORMATION SYSTEM:	27
12. HOST COUNTRY TAXES AND DUTIES:	27
13. GENDER INTERGRATION REQUIREMENTS (DECEMBER 2010):.....	27
14. TERMINATION AND SUSPENSION - OCT 1998.....	28
15. CLOSEOUT PLAN:.....	29
16. VETTING:	29
17. BRANDING STRATEGY AND MARKING PLAN:.....	33
18. VOUCHER FORMAT:.....	34
19. MANDATORY STANDARD PROVISIONS FOR FIXED OBLIGATION GRANTS TO NONGOVERNMENTAL RECIPIENTS	35
20. REQUIRED, AS APPLICABLE, STANDARD PROVISIONS FOR FIXED OBLIGATION	

GRANTS TO NONGOVERNMENTAL RECIPIENTS:.....49

Attachments:

1. Schedule
2. Program Description
3. Branding Strategy and Marketing Plan
4. Voucher Format
5. Mandatory Standard Provisions
6. Required, As applicable Standard Provisions

ACKNOWLEDGED by Recipient's duly authorized representative:

Signature: _____

Name: _____

Title: _____

Phone: _____

Email: _____

Date: _____

ACCOUNTING DATA:

Requisition Number:	REQ-306-12-000213 Item#0001
Funding Type:	Bilateral
Account ID:	1
Accounting Line:	43
Bilateral Obligation Record Number:	306-SOAG-306-05-0006.00—1
Bilateral Obligation Record Type:	CO
Currency:	USD
Accounting Template:	306-KABUL-SOAG-F Y2012
BBFY:	2011
EBFY:	2012
Fund:	ES
OP:	AFGHANISTA
Prog Area:	A07
Dist Code:	306-M
Prog Elem:	A029
Team/Div:	AFG/DGO
BGA:	306
SOC:	4100200
Fully funded obligation Amount:	Appropriated
Funds type:	72-1037
Treasury Account Symbol:	

I. Schedule

1. PURPOSE OF GRANT:

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

2. GRANT PERIOD:

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

3. AMOUNT OF AWARD AND PAYMENT:

1. USAID hereby awards the amount of [REDACTED] and obligates [REDACTED] from which [REDACTED] will be for the successful kick-off meeting and the rest of the obligations will be provided based on the successful completion of each set-up milestones under the Fixed Obligation Grant.

See complete detailed Budget attached within the Program Description.

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

4. BUDGET:

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

1. Total Estimated amount of the Fixed Obligation Grant [REDACTED]
2. Total SABA Contribution Amount [REDACTED]
3. Total USAID Contribution Amount [REDACTED]

5. SPECIAL PROVISIONS:

USAID initial obligation of [REDACTED] from which [REDACTED] will be for the successful kick-off meeting after the FOG is signed. Future obligations will be based on SABA's successfully completing the milestone plan and upon the determination of the Grant Officer.

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

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

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

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

6. SPECIAL AWARD PROVISIONS:

USAID has set-up the following milestone payment schedule for SABA. Future obligations will be based on SABA's successfully addressing the Pre-award findings. Under FOG mechanism no annual audit is required; however, OAA and GOR will be periodically assessing the progress of each milestone.

SABA MILESTONE PLAN:

SR No.	Milestone	Milestone Timeframe	Priority of Milestone	Approved Budget
1	Successful Kick-off Meeting	Immediate	High	[REDACTED]
8	Implement segregation of duties in Finance, procurement administration/logistics and hire new staff if required. A compliance officer should be hired.	Within 60 days from effective date of FOG	High	[REDACTED]
9	Adopt a filing system for all HR, Procurement, Administrative and finance documents for future audit purposes	Within 30 days from effective date of FOG	Medium	[REDACTED]
10	12 months Project workplan for deliverables	Within 30 days from effective date of FOG	Immediate	\$
Total Intended Obligation				[REDACTED]

In addition to the above setup milestones, SABA should follow the following table in order to enhance the SABA's current management, financial, administration. USAID will not be funding the following USAID recommendations.

1. Review and if necessary update manuals for Accounting, Reporting and Financial Management Function, covering at least (a) system application controls, (b) defined accounting policies, (c) budgeting and budgetary controls, (d) day to day accounting procedures, (e) asset management, (f) books of account, (g) cash management, (h) commitment accounting, (i) cost sharing, (j) advances, (k) travel, (l) reconciliations, (m) standard documents, and (n) record maintenance.
2. Bank account signatories to be updated (at least three signatories from which two must sign in each check).
3. Segregation of duties in Finance, procurement, administration/logistics and HR should be reviewed and updated if required.
4. Organization chart to be updated.
5. Follow up on prior audit recommendations.
6. Adapting regular (monthly and/or quarterly) financial reports to be prepared and documented.
7. Bank reconciliations to be conducted regularly and documented for future references.
8. Travel policies to be established /updated.

9. Conduct periodical (annual and/or semi-annual) physical inventory of the organization's assets.
10. Develop a standard salary scale to be included in HR Manual.

2. Program Description

SABA Media Organization (SMO) and Watch on Basic Rights Afghanistan Organization (WBRAO)

BI. SABA Media Organization (SMO):

SABA Media Organization (SMO) is a non-for-profit media organization started its operation in 1997. SABA is a registered organization with Ministry of Culture and information. SABA Media Organization (SMO) was established to continue and complement the efforts of a group of Afghan social workers and intellectuals, who had started working in the media sector (initiated with print media) while the Taliban were ruling the country.

Main purpose of this initiative was to provide first hand information and analyses of the important socio-political issues of the country and general awareness to the masses all over the country in the shape of a weekly publication (SABA Weekly) and publishing a series of books in both Dari and Pashto Languages. These efforts were taking place in a vacuum of a mainstream media work in the country under the very strictly prohibiting rules of the then regime. These efforts were continued after the collapse of Taliban into the new era of free press and media under the new laws providing freedom of expression to a great extent after few decades in the country. In 2002 after the fall of Taliban regime the setup shifted to Kabul with the name SABA Publication Center (SPC). Till 2004 SPC was only involved in Print Media and was printing SABA Weekly Magazine and publishing of books.

With the new developments and opening the media sector started growing in the country from scratch and various groups started private media institutions. In this situation, the SABA team had to rethink its future in critical and strategic perspective.

This process took about two years in order to let the new developments unfold and make a thorough assessment of the situation, the newly emerged media sector and the trends shaping the future roles, affiliations and motivations of these media institutions.

By the end of 2004, the media sector had reached a level to draw a picture and see the direction it moving in. Major part of the media sector was purely commercial hugely offering entertainment and motivated by profit making. Another block of the media that were arriving were politically motivated and owned by previous political groups and powerful individuals. Both of these groups were interested to cover the main cities and urban population. A third group were the international media institutions that were providing programs in local languages, but they were representing their relevant countries and focusing on national and international levels rather than the issues, which were priorities of the local population.

In such a situation and circumstances, the SABA team reached to a conclusion that a comprehensive media initiative, which aims to reach out to all the people of Afghanistan without any political, ethnic, or ideological preferences or biases promoting cause of the voiceless majority is highly needed and relevant for decades to come.

With this conclusion, the team felt itself strategically best placed to undertake this assignment with a long term development approach. In 2005, the management decided to enter into Electronic Media and the result was Radio Nawa & Digital Audio Visual Production Unit and

the name SPC shifted to SMO. A second channel of radio Nawa mainly in Pashto language was launched in Jan. 2007. SABA TV as a new initiative of the organization started its telecast to five main cities of the country in 2008 and its second channel to Tarinkot of Uruzgan province in March 2009. The scopes of its work include printed media, radio, television and web based publications.

SABA media organization is established to facilitate the development of capacities and sustainability of the free media initiatives in Afghanistan. SABA plans to serve all the free media initiatives and it runs its own, in order to actively strengthen and consolidate the efforts of free media for sustainability and long term improving quality of services.

SABA also develops support facilities to be used by the media sector. The scopes of its work include printed media, radio, television and web based publications. SABA aims to a nationwide coverage and it joins efforts with other national and local media initiatives to achieve its long terms goals. SABA also plans to network with likeminded institutions in other countries in the region and exchange and cooperate with.

Institutional purpose:

Goal: Awareness rising and education of Afghan citizens and provide space and platform for rising people's voices on issues of their concern.

SMO will also seek the opportunity to have more influence in the market and will encourage business people to promote their business by making the community aware of their business through media.

Vision: A developed Afghanistan with a strong civil society and good responsible governance, a country free from poverty, illiteracy and discrimination, where equitable access of all citizens to basic social services and information is provided. All rights and freedoms recognized by the national constitution and international conventions are fully respected and our cultural values and heritage are preserved.

Mission statement: Assist in sustainable development of Afghan society through awareness rising and education of Afghan citizens for creating a society with Peace, Solidarities and stability.

Core organizational values: SMO adheres to the following core values in all its activities and within its internal organization:

- Respecting human rights;
- Gender-equity;
- Respect for cultural diversity;
- Special attention for vulnerable groups in society;
- Participatory decision-making;
- Effectiveness and cost-efficiency;
- Transparency and accountability to all external stakeholders;
- Development of personal and professional qualities.

Core Activities:

- Conducting coordinated and effective activities for improving and development of cultural, literature and artistic aspects of Afghan society.
- Awareness raising of Afghans through Radio, TV , printed materials and websites
- Conducting technical and professional training for Afghans on cultural aspects, arts and journalism in order to raise the number of cadres.
- Production of audiovisual material in local and national languages
- Publication of books and other academic writings

Geographical Location:

The main focus of SMO is rural areas of Afghanistan. SMO has a really strong presence in underserved parts of the country. Having this opportunity SMO's reporters have access to fresh and first hand information from the rural areas.

SMO's main office is in Kabul city and covering Kabul, Kandahar, Herat, Nangarhar, Balkh, Ghazni, Paktya, Logar, Maidan-Wardak, Faryab, Parwan, Kapisa, Panjshir, Farah, Kunduz, Baghlan, Uruzgan, Nimroz, Zabul, Helmand and Ghor provinces/cities through Radio Nawa and Kabul, Kandahar, Herat, Mazar-e-Sharif, Jalalabad and Tarinkot cities through SABA TV.

All over Afghanistan: Through a facility, which is able to support the open air shows and show on TV sets in unlimited number of locations all over the country.

SMO also has secured permanent relations with institutions at media city and studio city at Dubai UAE for technical supply and support and achieving a copy of its contents. We are also looking to further strengthening this relation and presence overtime to benefit from market opportunities at this best accessible regional market.

Main Sections:

Radio Nawa 103.1 FM "ALACRITY & LIFE" one of the main parts of SMO is Radio Nawa 103.1 FM with a slogan of "ALACRITY & LIFE". Nawa as an independent radio channel has started its broadcasting as of 13th Oct. 2005.

NAWA's mission is to provide information and awareness to the vast majority of the Afghans, especially women in urban and rural areas and strengthen peoples' voice on the issues concerning them. Radio Nawa is committed to reach every corner of the country. NAWA's mission is to provide information and awareness to the vast majority of the Afghans, especially women in urban and rural areas and strengthen peoples' voice on the issues concerning them. Radio Nawa is committed to reach every corner of the country.

The broadcast through Radio Nawa takes place through two channels. The first channel broadcasts mixed and balanced programs in both Dari and Pashto, while channel two is specifically for the Pashto speakers. Radio Nawa with over 2686854 listeners, has daily twenty four hours of broadcasting in Pashto and Dari languages through both channels. It is presently covering Kabul, Kandahar, Herat, Nangarhar, Balkh, Ghazni, Paktya, Logar, Maidan-Wardak,

Faryab (including Badghis), Parwan, Kapisa, Panjshir, Farah, Kunduz, Baghlan, Uruzgan, Nimroz, Zabul, Helmand and Ghor provinces/cities through satellite link, soon expanding to other provinces becoming the largest Afghan capacity in radio programming and coverage.

The broadcast takes place in all locations through the same frequency (103.1 FM). Nawa is not fully news or entertainment radio but provides a balanced mix of information, awareness and education in a creative and dynamic approach.

Gandahara Digital Audio Visual Production Unit: The unit was established during the second half of 2004. The unit has the ability of producing high standard quality of audio visual education, training and awareness material. The unit is working with a pool of professionals who are available on demand with flexible terms of working. This approach enables the unit to smoothly manage various simultaneous production projects and meet the time and quality requirements of the clients.

Gandahara consists of the bellow main sections:

- * Audio section
- * Video section
- * Print section
- * Archive section, which is consisted of bellow materials:
 - * Video production edited materials 23513 minutes;
 - * Audio production materials 197279 minutes;
 - * Raw materials 3730 minutes;
 - * Dubbing edited materials 8526 minutes;
 - * Outsource materials (Documentary & Films) 38895 minutes;

The above mentioned amounts of audio visual material are as on May 2009 and are increasing on daily basis.

Main activities of Gandahara are producing audio and video materials, producing afghan music and dubbing contents originally produced in foreign languages into our official languages.

SABA TV and Distance Education/Telecasting Facilities:

(a) The SABA TV: In late 2007 SABA TV Network started it's testing broadcast programs. From 2008 it was developed and launched as a channel with 24 hours broadcasting in both official languages (Pashto and Dari) in five major cities of Afghanistan (Kabul, Mazar-e-Sharif, Heart, Kandahar and Jalalabad). Logar, Parwan, Kapisa and Maidan Wardak are also covered through Kabul transmitter.

During the first quarter of 2009 the second channel with six hours of daily broadcast was added and Tarinkot city of Uruzgan province was also brought under the coverage of terrestrial broadcast network.

SABA TV aims to cover those parts of the country not covered by its transmitters through contracting the local cable providers. For the time being, Nimroz, Helmand, Baghlan and Hairatan district of Balkh province are covered through local cable providers.

Parallel to start up of SABA TV's 2nd channel's broadcast in Tarinkot city the center of Uruzgan province, the management decided to establish TV showing points in a number of crowded locations of the city including hotels, guest houses, cultural unions etc to promote and publicize the TV among the residence of target area. At present, nine showing points are functional in Tarinkot city.

SABA TV is accessible all over Afghanistan, India, Turkey, China, Uzbekistan, Iraq, Singapore and All of the Europe, Asia including most of China and the Middle East, Northern Africa and Western Russia through satellite.

(b) Telecasting/Distance Education Facilities: The facility is a point to multi point Communication Bridge, which is able to support the open air shows to unlimited number of locations all over the country. The telecasting takes place from Kabul through satellite up-link to all the locations intended. The facility is effectively used for education, training and awareness programs with captive audience groups.

SABA Publications:

a) Book Publishing: The books section of SMO has so far published twenty titles of books on health, agriculture/livelihoods, education, culture, journalism, rights, history and democracy in Afghanistan. Annually an average number of 10 to 15 titles of new books are planned to be published.

b) www.SABAcent.org SABA Media Organization's web based information is in three languages (English, Pashto and Dari). The website has recently been brought under reconstruction in order to provide more space and links.

Fajar Printing Press: The printing press was established in 1997 along with initiation of SMO/SPC in Peshawar then was shifted to Kabul in 2002.

It is equipped with standard equipment for paper handling, pre-print, image setting, print, folding, cutting, binding and packaging.

The printing press has a production capacity of 50000 books and 2000000 posters per month, beside the routine work of printing daily, weekly and monthly publications with other small orders from the market.

Research and Surveying: The research team of SMO is responsible for collection and compilation of certified and updated materials from different sources in order to have high quality of production. The research department undertakes its activities in two levels:

- a) Small and specific researches: This is for collection of raw material for production purposes.
- b) Large scale researches: For this kind of researches and surveys, SMO is in contract with two professional organizations, OHRD and AMMC.

Capacity Building: Human Resource Department of SMO is responsible for capacity building and capacity development activities as following:

- a) Assist the organization to achieve and maintain the needed level of human resource developments;

- b) To effectively attain their job requirements and departmental goals;
- c) Extensive human resource development programs to improve working capacities and expertise of employees to bring HR capacities and qualities to a standard level and promote professionalism;

SABA Media Organization has highly qualified and managerial experts in its staff to accomplish projects and meanwhile train the staff at the initial stages of their carrier. The experts also mentor the staff in their gradual upward movement to higher grades and positions in the organization. All the above support and services are provided to other national and local media institutions as contribution to their capacity development or on demand from their side.

Technical Support: SMO has established its technical support section for its own need and other national and local media institutions with the capacity of setting up and maintaining electronic installations in the following areas:

- 1- Power supply (City power, Generators and solar);
- 2- Terrestrial receiving and transmission (Radio, TV);
- 3- Linking and networking;
- 4- Satellite uplink/downlink and telecasting;
- 5- Live and Recording studios;
- 6- Production (Audio & video);
- 7- Content archiving;
- 8- General maintenance and troubleshooting;
- 9- Training and mentoring of technical staff;

SMO INITIATIVES:

SMO has made the strategic choices to address the problems by leading or participating in efforts with nationwide impacts through following initiatives:

- a) Providing access to first hand information, awareness, education and positive behavior change, better understand human development in other parts of world;
- b) Advocacy for policy improvement and good governance and people's participation;
- c) Preservation of cultural heritage, arts, literature and national values;
- d) Promoting culture of tolerance and co-existence, unity in diversity.

SMO SECTORS OF ACTIVITIES THROUGH MEDIA AND CAMPAIGN:

- 1- Rights;
- 2- Justice;
- 3- Good Governance;
- 4- Stabilization and counter narcotics;

SMO's TARGET GROUPS:

- Adults with special concentration on women;
- Children;
- Youth;
- Isolated communities;

- Decision makers;

The Network Based Operation (SMO Alliance): SMO has made effective efforts in the field of networking with other institutions mentioned below:

- Partners in Development Network in strategic partnership with CHA and OHRD; all the three organizations are working for the same vision;
- founding member of social watch Afghanistan;
- Affiliated member of AIBD (Asia-Pacific Institute for Broadcasting Development);
- Member of Education consortium: ADA, CHA, AWEC, CoAR and MSPA are other members of this consortium. The consortium is for implementation of educational programs in Afghanistan;
- Partnership with Afghanistan Independence Human Rights Commission (AIIIRC);
- Full member of ABU (Asia -Pacific Broadcasting Union);
- An active member of Child Abuse Prevention Campaign globally organized by Women's World Summit Foundation (www.woman.ch);

SABA Media Organization is in strategic partnership with individual local radio stations and groups and associations of them all over the country in order to increase its outreach and listeners for social programs. To overcome the various logistical obstacles of delivering the contents and the program to the local stations and guarantee a smooth, timely and reliable delivery, radio Nawa has established a satellite network for the purpose. It is a point to multi point Telecast Bridge with multiple channels. The network facilitates simultaneous delivery of multiple programs, in multiple languages and timings, which allows enormous amount of flexibility, in providing country wide coverage with a local programming to every single or groups of localities/stations. Radio Nawa has an established capacity and tested mechanism of providing radio coverage all over the country through its own stations and all the local radios.

B.2 WATCH ON BASIC RIGHTS AFGHANISTAN ORGANIZATION (WBRAO)

Background: Afghanistan has been a country at war and civil unrest which has put a stop to any trickle-down effect that might have otherwise occurred since 1980. The overall price of this fighting and civil unrest has resulted in more than 1.5 million dead, a destroyed government system, a failing education system, financial dependency, increased poppy cultivation and trafficking and increased poverty. Culture of conflict has replaced the normal lives of Afghans, the access of all citizens to basic social services and information has been limited. The more crucial is education, food security, health, access to information, and budget analysis aspects of the society which was seriously damaged. During the time of war and unrest, models of educational development and best practices have been changed, and the idea of education for all replaced the earlier trickle-down concept; quality of health services went down and the rate of mortality in infants and children under age of five increased; more people living under poverty line; access to information is limited and national budget is being allocated unevenly.

Meanwhile, if we focus on the back scenario before the conflict years, the situation was not much satisfactory. There were very limited number of education and health institutions governed by the government and were difficult to measure the accessibility and quality of these education and health services to the people. Also there was no private media and access to information was critical. An independent monitoring mechanism to watch the status of education and lobby the status with national and international institutions wasn't in place.

WBRAO is a registered organization with Ministry of Economy as an NGO. WBRAO has defined its programmatic intervention area as five wings: Education, Health, Food Security, Access to Information and Budget Analysis. The Education wing was started as the Education Watch project funded by Oxfam Novib. The project was administratively managed by Coordination of Humanitarian Assistance (CHA) and the final result was establishment of WBRAO. WBRAO is struggling to functionalize its other wings besides the Education Watch. Its mission is to ensure the accurate and accountable implementation of National Strategic Plans and Laws for Afghanistan through:

1. Advocacy for improvement of Basic Rights' (Education, Health, Food Security, Access to Information and Budget Analysis) policies and practices of national (state institutions, NGOs and private sector) and international (donors, UN agencies, corporations, NGOs) actors, influencing delivery of relevant services in Afghanistan;
2. Raise awareness and mobilize communities and other relevant entities for active participation and coordinated actions;

1. Organizations' Qualification & Past Performance: "Rule of Law" is the sector, SMO is committed to work on. National Campaigning on Justice for All in Afghanistan financed by Counterpart International/I-P ACS/US AID, National Campaigning on Peace for All, Justice for All and Education for All in Afghanistan funded by Oxfam Novib and Public awareness rising and Education programs (Supporting the Stabilization Process) in Uruzgan through media funded by the Royal Netherlands Embassy are SMO's on-going projects raising the awareness of Afghans on Rule of Law.

SMO has also implemented projects with the Open Society Institute (Debates on Good

Governance), Canada Government (Civic Education and Awareness Raising program on Formal and Informal Justice Systems in Afghanistan), UNDP AJDL (Public awareness rising through radio programs and print media on access to formal and in formal Justice Systems in Afghanistan, 3 projects), 3 more projects with the Royal Netherlands Embassy on supporting the stabilization process and counternarcotics, many projects on human rights and access to justice with NED, Rights and Democracy, UN agencies, Oxfam Novib and EC.

WBRAO is also committed to work for promotion of and advocacy for rule of law. WBRAO was started as an Education Watch project administratively managed by Coordination of Humanitarian Assistance (CHA). As the result of this project, the WBRAO has been registered as an independent organization as well as connected to regional and global social watch organizations. WBRAO has implemented/been implementing projects with CHA, Oxfam Novib, Counterpart International/AJSAID, Afghan Women Empowerment Grant/US embassy and Asia Society/US department of state.

2. Resources and Topics for Research:

The following resources will be used by the resource team, but not limited to it:

- A Call for Justice; A National Consultation on Past Human Rights Violations in Afghanistan; AIHRC
Ending impunity and building justice in Afghanistan, Issues Paper Series, AREU
Building a Post-War Justice System in Afghanistan- Ali Wardak, University of Glamorgan,
Transitional justice in Afghanistan- The Anthony Hyman Memorial Lecture,
The Afghanistan Justice Project
Report of the Office of the High Commissioner on Human Rights, provides an overview of the violations over the years as described in internationally available documentation. The transitional justice action plan
Other important documentation initiatives on crimes that occurred during the war and on who is responsible have been carried out by NGOs such as Human Rights Watch, Amnesty International and others.

The main topics will be the following, but not limited to it: Introduction of Formal Justice system in Afghanistan Introduction to informal Justice systems in Afghanistan State and Non-State Dispute Resolution in Afghanistan Good points, Problems and constraints in Formal Justice systems Good points, Problems, limitations and constraints in Informal Justice systems Collaboration between the two systems OR The Clash of Two Goods When to use which system? Customary Law and Dispute Resolution Decision making authority: The informal justice system Encouraging women in order to use justice institutions Topics on transitional justice Criminal justice and non-judicial mechanisms Forward looking measures including reform, reconciliation and prevention War crimes, genocide and crimes against humanity

- Building a Post-War Justice System in Afghanistan
- Human/women rights in Islam, international conventions
- Types of violence against women and its consequences
- Rights of people in detention and the re-integration process
- Domestic violence against women, its causes and consequences
- Afghanistan family law (parts referring to women rights)

ACTIVITIES: Watch on Basic Rights Afghanistan is an attempt to build a process of monitoring governance towards professed goals of Basic Rights development, particularly with respect to the marginalized sections of our country. As an attempt to check rhetoric against the real, it will try to monitor both the institutions of governance and their commitment towards citizens and National Strategic Plans and laws (NESPA, NHSP, Media Law and ANDS) for Afghanistan, and citizen's responsibility to participate in the development process;

The innovative approach of the Watch on Basic Rights Afghanistan process is unique in terms of looking at the functioning and efficiency of the key institutions of governance - executive (in terms of policy and practices). Every year the Watch on Basic Rights report would undertake the monitoring of the sensitivity, efficiency, and efficacy of the institutions of governance in ensuring the fundamentals of Basic Rights (education, Health, Food Security, Access to Information and Budget Analysis) for all. The Watch on Basic Rights Afghanistan Organization report would serve as a useful tool, equipping and informing the government, international institutions and citizens on the actual situation.

Core Strategies:

Core Strategy 1: Press the government, donor community and implementing agencies for correct and accountable implementation of National Plans and Laws related to Basic Rights (Education, Health, Food Security, Access to Information and Budget Analysis) to ensure that they remain/get on track to meet their targets and support the independent watching mechanism for these commitments;

Core Strategy 2: Collecting and reporting information on the Basic Rights' (Education, Health, Food Security, Access to Information and Budget Analysis) situation in Afghanistan;

Governance:

WBRAO governance structure includes the general assembly at the top functioning as the supervisory and advisory board to the management board. Managing Director of the organization is employed by the general assembly and he/she is responsible to report the general assembly on behalf of the management board.

General assembly is the highest decision/policy making body in the organization, which has seven members elected for three years from the WBRAO, same-minded organizations and communities.

Management Committee: The managerial members of the organization are members of the management committee including the Managing Director, Admin-finance Manager, Report Development and Advocacy Coordinator, Public Relations, Campaigns and Communication

Coordinator and the Finance Control Manager. They meet in biweekly bases managing the routine issues and activities of the organization according to annual and strategic plans. The members of management board are responsible to report to the managing director.

AFFILIATION: WBRAO is member of a strong network, which has presence in most parts of Afghanistan. WBRAO is a member of Partners in Development Network which is consisted of four same-mind organizations; coordination of Humanitarian Assistance (CHA) as the service delivery wing of the Network, SABA Media Organization as the Media wing of the Network, OHRD as the Capacity Development wing of the Network and WBRAO as the advocacy wing of the Network. The network covers almost all over the country.

WBRAO is the secretariat of Social Watch Afghanistan and member of International Social Watch.

Program Abstract (Summary)

a) The target country (ies): This project is going to be implemented in Farah province of Afghanistan; in addition, 20 provinces of the country will be covered through Nawa radio and SABA TV programs on rule of law.

b) Programs synopsis and expected results: it is one year project, aiming at community empowerment for seeking justice and starting coordinated advocacy for basic/essential rights in the target communities. The project will mainly be focused on community empowerment through mobilizing, organizing, informing and educating people at the community level. In addition, trainings on rule of law, justice, and rights will be organized for governmental organizations at the provincial/district level.

c) Direct and Indirect Beneficiaries: Direct beneficiaries through (1) training of CBO members and replication: 25000¹; (2) training of governmental staff 2000"; (3) Radio and TV programs in 20 provinces: 2,000,000 People; Indirect beneficiaries: as per the experience, each of the direct beneficiaries will recall the issue to at least 3 more persons.

d) Project objective: To promote the rule of law by strengthening the target communities, through mobilizing people, raising public awareness, civic education and coordinated advocacy activities on both the formal and informal justice systems and basic rights.

2. Technical Merit

Summary of project concept

3. Details of Main Activities:

1 to 7 detailed concept of project.

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 recipient.

9. OPERATION AND TRAVELS:

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

10. AUTHORIZED GEOGRAPHIC CODE:

The authorized geographic code for this award is 935.

11. AFGHAN INFORMATION SYSTEM:

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

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

12. HOST COUNTRY TAXES AND DUTIES:

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

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

14. TERMINATION AND SUSPENSION - OCT 1998

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

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

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

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

d. If at any time USAID determines that continuation of all or part of the funding for a program should be suspended or terminated because such assistance would not be in the national interest of the United States or would be in violation of an applicable law, then USAID may, following notice to the recipient, suspend or terminate this award in whole or part and prohibit the recipient from incurring additional obligations chargeable to this award other than those costs specified in the notice of suspension during the period of suspension. If the situation causing the suspension continues for 60 days or more, then USAID may terminate this award on written notice to the recipient and cancel that portion of this award which has not been disbursed or irrevocably committed to third parties.

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

The recipient shall within 30 calendar days after the effective date of such termination repay to the U.S. Government

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

This provision must be included in all sub-agreements.

15. CLOSEOUT PLAN:

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

16. VETTING:

I 4-14.001 (the Contracting Officer shall modify as appropriate for assistance awards)

Information for Non-US contractors, subcontractors, and key individuals.

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

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

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

"Key individuals" means (i) an individual or entity owning 10% or more equity stake in the organization, whether publically- or privately-held; (ii) principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer or secretary of the board of directors or board of trustees); (iii) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director; president, vice president); (iv) the program manager or chief of party for the USA ID-financed program; and (v) any other person with significant responsibilities for administration of USAID financed activities or resources.

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

- (i) Once a year; or
- (ii) When there is a change or addition to any entity or person identified in paragraph (a).

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

(End of Provision)

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

Certification Regarding Provision of Support to Persons Engaged in Terrorism

(a) By entering into this contract, the contractor certifies, to the best of its know ledge and belief that:

1. The Contractor, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it docs not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.

2. The following steps may enable the Contractor to comply with its obligations under paragraph I:

a. Before providing any material support or resources to an individual or entity, the Contractor will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website : http://www.trcas.gov/offices/eotffc/ofac/sdn/tl_lsdn.pdf, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Contractor.

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

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

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

3. **For** purposes of this Certification:

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

b. "Terrorist act" means-

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

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

(iii) Any other act intended to cause death or serious bodily injury)' to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is

to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

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

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

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

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

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

(End of provision)

III. Restrictions on certain foreign purchases (June 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if 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 OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all sub-contracts.

[In addition to the clauses set forth above, the following clause shall be included in any contract, grant or cooperative agreement awarded by USAID (i.e. USAID prime awards only)]

(d) Before awarding any grant or similar instrument, the Contractor/Recipient shall obtain from the proposed sub-awardee the certification required under USAID's Acquisition and Assistance Policy Determination 04-14 (AAPD 04-14), "Certification Regarding Terrorist Financing Implementation E.O. 13224 (Revision 2)

(Use **additional continuation sheets as necessary**)

Part I: Information About Proposed Activities (all parts mandatory)

1. Name of the proposed awardce of USAID contract or assistance (Firms must include a copy of applicable licenses to do business in Afghanistan)

2. Type of proposed award or other assistance (check one):

Q Contract or Subcontract D Grant or Sub-grant Q Training Q Equipment Q Other

3. US\$ amount and estimated start/end date of proposed award or assistance:

Dollar amount: \$ _____ Start: _____ End: _____

4. Purpose of proposed award or assistance:

5. Organization proposed to receive award or other assistance: _____

a. Name: b. JCCS Registration U

c. Address:

d. Telephone: |

e. Fax: |

f. Email:

g. Tribal affiliation or clan

6. Information on Key Individuals associated with the organization named in 5 above, or, if no organization is listed, information on each individual to receive cash or in-kind assistance (including technical assistance). Use continuation sheets as necessary.

** = mandatory information.

A. Name (As in passport or other government-issued photo ID):**

Government-issued photo ID number, type of ID and country of issuance:**

Place of birth:**

Date of birth:**
(mm/dd/yyyy)

Rank or title in organization listed in §5 (if "key individual"):**

Other names used (may include nicknames, pseudonyms not listed under "Name"):**

Gender:**

Current employer and job title:

Occupation:

Address of residence:**

Citizenship(s):** (Afghans: Tribal affiliations and Father's Name)

Email:

Part II: Contractor/Grantee/Recipient Certification:

Potential Awardce certifies in submitting this form that it has taken reasonable steps (in accordance with sound business practices) to verify the information contained in this form. Contractor/Grantee/Recipient understands that the U.S.

Government may rely on the accuracy of such information in processing this vetting request.

Name: Signature:

Title/Orsanzation: |

Date:

Part III: Submission details (to be completed by USG vetting official)

Vetting request number

Staff member who initiated request

Project name

Date submitted for screening

B. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth:**	Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if "key individual"):**
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:**		Occupation:
Address of residence:**		Citizenship(s):** (Afghans: Tribal affiliations and Father's Name)
Email:		
C. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth:**	Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if "key individual"):**
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:**		Occupation:
Address of residence:**		Citizenship(s):** (Afghans: Tribal affiliations and Father's Name)
Email:		
D. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth:**	Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if "key individual"):**
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:		Occupation:
Address of residence:**		Citizenship(s):** (Afghans: Tribal affiliations and Father's Name)
Email:		
E. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth:**	Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if "key individual"):**
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:		Occupation:
Address of residence:**		Citizenship(s):** (Afghans: Tribal affiliations and Father's Name)
Email:		

17. BRANDING STRATEGY AND MARKING PLAN:

"Marking Under USAID-Funded Assistance Instruments," the Recipient's Branding Strategy and Marking Plan will be approved after award.

18. VOUCHER FORMAT:

All requests for payment must correspond to a milestone specified in the FOG. Vouchers must list milestones, not costs, as the product, task, deliverable or objective for which reimbursement is being made. Only the GOR or the AO may give administrative approval of recipient vouchers.

Invoices must be submitted using the SF-1034. The preferred method of transmission of invoices is through electronic medium at the following address: [KabulAIDvouchers\(g\).usaid.gov](mailto:KabulAIDvouchers(g).usaid.gov). Subject line shall read AID-306-F-12-00010. The SF-1034 must be signed, and it must be submitted along with the invoice and any other documentation in Adobe format. If submitting invoices electronically, do not send a paper copy.

Once invoice has been properly submitted, the average time to payment is approximately three weeks. Paper copy submission: One (1) original of each invoice shall be submitted on an SF -1034 Public Voucher for Purchases and Services Other Than Personal to the Office of Financial Management (OFM) at the following address:

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

**19. MANDATORY STANDARD PROVISIONS FOR FIXED OBLIGATION GRANTS TO
NONGOVERNMENTAL RECIPIENTS**

1. TERMINATION AND SUSPENSION (FEBRUARY 2012)

- a. This award may be terminated at any time, in whole or in part, by either party upon receipt of written notification by the other party.
- e. Termination and Suspension Procedures. Upon receipt of, and in accordance with a termination notice as specified above, the recipient must take immediate action to minimize all expenditures and obligations financed by this award and must cancel such un-liquidated obligations whenever possible. Except as provided below, the recipient is not entitled to any costs incurred after the effective date of termination. The recipient must within 30 calendar days after the effective date of such termination repay to the U.S. Government all un-liquidated funds not otherwise obligated by a legally binding transaction applicable to this award that cannot be cancelled without penalty by the recipient. Should the funds paid by USAID to the recipient prior to the effective date of the termination of this award be insufficient to cover the recipient's obligations in a legally binding transaction applicable to this award, the recipient may submit to the Government within 90 calendar days after the effective date of such termination a written claim covering such obligations. The Agreement Officer must determine the amount(s) to be paid by USAID to the recipient under such claim in accordance with the applicable Cost Principles. This provision must be included in all sub agreements.

[END OF PROVISION]

2. DISPUTES (FEBRUARY 2012)

- a. Any dispute under this award must be decided by the USAID Agreement Officer. The Agreement Officer must furnish the recipient a written copy of the decision.

[END OF PROVISION]

3. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (JANUARY 2004)

- a. The recipient agrees to notify the Agreement Officer immediately upon learning that it or any of its principals:
- (1) Are presently excluded or disqualified from covered transactions by any Federal department or agency;
 - (2) Have been convicted within the preceding three-year period preceding this proposal; been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
 - (3) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph a.(2); and
 - (4) Have had one or more public transactions (Federal, State, or local) terminated for cause or default

within the preceding three years.

b. The recipient agrees that, unless authorized by the Agreement Officer, it will not knowingly enter into any sub-agreements or contracts under this grant with a person or entity that is included on the Excluded Parties List System (www.epls.gov/). The recipient further agrees to include the following provision in any sub-agreements or contracts entered into under this award: 05/04/2012 Partial Revision

**DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION
(DECEMBER 2003)**

The recipient/contractor certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any Federal department or agency.

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

[END OF PROVISION]

4. DRUG-FREE WORKPLACE (FEBRUARY 2012)

a. You as the recipient must comply with drug-free workplace requirements in subpart B (or subpart C, if the recipient is an individual) of 782, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

[END OF PROVISION]

5. NONLIABILITY (NOVEMBER 1985)

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

[END OF PROVISION]

6. AMENDMENT (OCTOBER 1998)

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

[END OF PROVISION]

7. NOTICES (OCTOBER 1998)

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

- (1) To the USAID Agreement Officer and Grant Officer's Representative (GOR), at the addresses specified in the award; and
- (2) To recipient, at recipient's address shown in the award, or to such other address designated within the award. Notices are effective when delivered in accordance with this provision, or on effective date of the notice, whichever is later.

[END OF PROVISION]

8. METRIC SYSTEM OF MEASUREMENT (AUGUST 1992)

Wherever measurements are required or authorized, they must be made, computed, and recorded in metric system units of measurement, unless otherwise authorized by the Agreement Officer in writing when it has found that such usage is impractical or is likely to cause U.S. firms to experience significant inefficiencies or the loss of markets. Where the metric system is not the predominant standard for a particular application, measurements may be expressed in both the metric and the traditional equivalent units, provided the metric units are listed first.

[END OF PROVISION]

9. EQUAL PROTECTION OF THE LAWS FOR FAITH-BASED AND COMMUNITY ORGANIZATIONS (December 2009)

- a. All the requirements of 22 CFR 205, Participation By Religious Organizations In USAID Programs, are applicable to the recipient and to sub-recipients which meet the definition of "Recipient" in 22 CFR 226. The requirements of 22 CFR 205 applies to both religious and secular organizations.
- b. If the recipient makes subawards under this agreement, faith-based organizations must be eligible to participate on the same basis as other organizations, and must not be discriminated for or against on the basis of their religious character or affiliation.
- c. The recipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services directly funded with financial assistance from USAID. If the recipient engages in inherently religious activities, such as worship, religious instruction, and proselytization, it must offer those services at a different time or location from any programs or services directly funded by this award, and participation by beneficiaries in any such inherently religious activities must be voluntary. These restrictions do not apply to programs where USAID funds are provided to chaplains to work with inmates in prisons, detention facilities, or community correction centers, or where USAID funds are provided to religious or other organizations for programs in prisons, detention facilities, or community correction centers, in which such organizations assist chaplains in carrying out their duties.
- d. The recipient must not use USAID funds for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. Where a structure is used for both eligible and inherently religious activities, USAID funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with applicable cost accounting principles. Sanctuaries, chapels, or other rooms that the recipient uses as its principal place of worship are ineligible for acquisition, construction, rehabilitation, or improvements using USAID funds.
- e. The recipient may not discriminate against any beneficiary or potential beneficiary under this award on the basis of religion or religious belief. Accordingly, in providing services supported, in whole or in part, by this agreement or in its outreach activities related to such services, the recipient may not discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice.
- f. When the recipient is a religious organization, the recipient
 - (1) Retains its independence and may continue to carry out its mission, including the definition, practice,

and expression of its religious beliefs, provided that it does not use direct financial assistance from USAID to support any inherently religious activities, such as worship, religious instruction, or proselytization.

(2) Retains its authority over its internal governance and may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

(3) Retains its exemption from the Federal prohibition on employment discrimination on the basis of religion, set forth in Sec. 702(a) of the Civil Rights Act of 1964, 42 U.S.C. 2000e-1.

(4) May use space in its facilities, without removing religious art, icons, scriptures, or other religious symbols.

g. The Secretary of State may waive the requirements of this provision in whole or in part, on a case-by-case basis, where the Secretary determines that such waiver is necessary to further the national security or foreign policy interests of the United States.

[END OF PROVISION]

10. IMPLEMENTATION OF E.O. 13224 - EXECUTIVE ORDER ON TERRORIST FINANCING (MARCH 2002)

The recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all contracts/subawards issued under this agreement

[END OF PROVISION]

11. MARKING UNDER USAID-FUNDED ASSISTANCE INSTRUMENTS (DECEMBER 2005)

a. Definitions:

Commodities mean any material, article, supply, goods or equipment, excluding recipient offices, vehicles, and non-deliverable items for recipient's internal use, in administration of the USAID-funded grant, cooperative agreement, or other agreement or sub-agreement.

Principal Officer means the most senior officer in a USAID Operating Unit in the field, for example, USAID Mission Director or USAID Representative. For global programs managed from Washington but executed across many countries, such as disaster relief and assistance to internally displaced persons, humanitarian emergencies or immediate post conflict and political crisis response, the cognizant Principal Officer may be an Office Director, for example, the Directors of USAID/W/Office of U.S. Foreign Disaster Assistance and Office of Transition Initiatives. For non-presence countries, the cognizant Principal Officer is the Senior USAID officer in a regional USAID Operating Unit responsible for the non-presence country, or in the absence of such a responsible Operating Unit, the Principal U.S Diplomatic Officer in the non-presence country exercising delegated authority from USAID.

Programs mean an organized set of activities and allocation of resources directed toward a common purpose, objective, or goal undertaken or proposed by an organization to carry out the responsibilities assigned to it.

Projects include all the marginal costs of inputs (including the proposed investment) technically required to produce a discrete marketable output or a desired result (for example, services from a fully functional water/sewage treatment facility).

Public communications are documents and messages intended for distribution to audiences external to the recipient's organization. They include, but are not limited to, correspondence, publications, studies, reports, audio visual productions, and other informational products; applications, forms, press and promotional materials used in connection with USAID-funded programs, projects or activities, including signage and plaques; Web sites/Internet activities; and events such as training courses, conferences, seminars, press conferences, and so forth.

Sub-recipient means any person or government (including cooperating country government) department, agency, establishment, or for profit or nonprofit organization that receives a USAID sub-award, as defined in 22 CFR 226.2.

Technical Assistance means the provision of funds, goods, services, or other foreign assistance, such as loan guarantees or food for work, to developing countries and other USAID recipients, and through such recipients to sub-recipients, in direct support of a Development Objective - as opposed to the internal management of the foreign assistance program.

USAID Identity (Identity) means the official marking for the United States Agency for International Development (USAID), comprised of the USAID logo or seal and new brand mark, with the tagline that clearly communicates that our assistance is "from the American

people." The USAID Identity is available on the USAID Web site at www.usaid.gov/branding and USAID provides it without royalty, license, or other fee to recipients of USAID-funded grants, or cooperative agreements, or other assistance awards.

b. Marking of Program Deliverables

(1) All recipients must mark appropriately all overseas programs, projects, activities, public communications, and commodities partially or fully funded by a USAID grant or cooperative agreement or other assistance award or sub-award with the USAID Identity, of a size and prominence equivalent to or greater than the recipient's, other donor's, or any other third party's identity or logo.

(2) The recipient will mark all program, project, or activity sites funded by USAID, including visible infrastructure projects (for example, roads, bridges, buildings) or other programs, projects, or activities that are physical in nature (for example, agriculture, forestry, water management) with the USAID Identity. The recipient should erect temporary signs or plaques early in the construction or implementation phase. When construction or implementation is complete, the recipient must install a permanent, durable sign, plaque or other marking.

(3) The recipient will mark technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities and other promotional, informational, media, or communications products funded by USAID with the USAID Identity.

(4) The recipient will appropriately mark events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences and other public activities, with the USAID Identity. Unless directly prohibited and as appropriate to the surroundings, recipients should display additional materials, such as signs and banners, with the USAID Identity. In circumstances in which the USAID Identity cannot be displayed visually, the recipient is encouraged otherwise to acknowledge USAID and the American people's support.

(5) The recipient will mark all commodities financed by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs, and all other equipment, supplies, and other materials funded by USAID, and their export packaging with the USAID Identity.

(6) The Agreement Officer may require the USAID Identity to be larger and more prominent if it is the majority donor, or to require that a cooperating country government's identity be larger and more prominent if circumstances warrant, and as appropriate depending on the audience, program goals, and materials produced.

(7) The Agreement Officer may require marking with the USAID Identity in the event that the recipient does not choose to mark with its own identity or logo.

(8) The Agreement Officer may require a preproduction review of USAID-funded public communications and program materials for compliance with the approved Marking Plan.

(9) Sub-recipients. To ensure that the marking requirements "flow down" to sub-recipients of subawards, recipients of USAID-funded grants and cooperative agreements or other assistance awards will include the USAID-approved marking provision in any USAID-funded sub-award, as follows:

"As a condition of receipt of this sub-award, marking with the USAID Identity of a size and prominence equivalent to or greater than the recipient's, sub-recipient, other donor's, or third party's is required. In the event the recipient chooses not to require marking with its own identity or logo by the sub-recipient, USAID may, at its discretion, require marking by the sub-recipient with the USAID Identity. "

(10) Any 'public communications', as defined in 22 CFR 226.2, funded by USAID, in which the content has not been approved by USAID, must contain the following disclaimer:

"This study/report/audio/visual/other information/media product (specify) is made possible by the generous support of the American people through the United States Agency for International Development (USAID). The contents are the responsibility of [insert recipient name] and do not necessarily reflect the views of USAID or the United States Government. "

(11) The recipient will provide the Agreement Officer's Technical Representative (AOTR) or other USAID personnel designated in the grant or cooperative agreement with two copies of all program and communications materials produced under the award. In addition, the recipient will submit one electronic or one hard copy of all final documents to USAID's Development Experience Clearinghouse.

C. Implementation of Marking Requirements

(1) When the grant or cooperative agreement contains an approved Marking Plan, the recipient will implement the requirements of this provision following the approved Marking Plan.

(2) When the grant or cooperative agreement does not contain an approved Marking Plan, the recipient will propose and submit a plan for implementing the requirements of this provision within [Agreement Officer fill-in] days after the effective date of this provision. The plan will include:

(i) A description of the program deliverables specified in paragraph (b) of this provision that the recipient will produce as a part of the grant or cooperative agreement, and which will visibly bear the USAID Identity.

(ii) The type of marking and what materials the applicant uses to mark the program deliverables with the USAID Identity,

(iii) When in the performance period the applicant will mark the program deliverables, and where the applicant will place the marking.

(3) The recipient may request program deliverables not be marked with the USAID Identity by identifying

the program deliverables and providing a rationale for not marking these program deliverables. Program deliverables may be exempted from USAID marking requirements when:

(i) USAID marking requirements would compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials;

(ii) USAID marking requirements would diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent;

(iii) USAID marking requirements would undercut host-country government "ownership" of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications better positioned as "by" or "from" a cooperating country ministry or government official;

(iv) USAID marking requirements would impair the functionality of an item;

(v) USAID marking requirements would incur substantial costs or be impractical;

(vi) USAID marking requirements would offend local cultural or social norms, or be considered inappropriate;

(vii) USAID marking requirements would conflict with international law.

(4) The proposed plan for implementing the requirements of this provision, including any proposed exemptions, will be negotiated within the time specified by the Agreement Officer after receipt of the proposed plan. Failure to negotiate an approved plan with the time specified by the Agreement Officer may be considered as noncompliance with the requirements of this provision.

d. Waivers

(1) The recipient may request a waiver of the Marking Plan or of the marking requirements of this provision, in whole or in part, for each program, project, activity, public communication or commodity, or, in exceptional circumstances, for a region or country, when USAID required marking would pose compelling political, safety, or security concerns, or when marking would have an adverse impact in the cooperating country. The recipient will submit the request through the Agreement Officer's Technical Representative (AOTR). The Principal Officer is responsible for approvals or disapprovals of waiver requests.

(2) The request will describe the compelling political, safety, security concerns, or adverse impact that require a waiver, detail the circumstances and rationale for the waiver, detail the specific requirements to be waived, the specific portion of the Marking Plan to be waived, or specific marking to be waived, and include a description of how program materials will be marked (if at all) if the USAID Identity is removed. The request should also provide a rationale for any use of recipient's own identity/logo or that of a third party on materials that will be subject to the waiver.

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

(4) Approved waivers "flow down" to recipients of subawards, unless specified otherwise. The waiver may also include the removal of USAID markings already affixed, if circumstances warrant.

(5) Determinations regarding waiver requests are subject to appeal to the Principal Officer's cognizant Assistant Administrator (AA). The recipient may appeal by submitting a written request to reconsider the Principal Officer's waiver determination to the cognizant AA.

e. Non-retroactivity

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

[END OF PROVISION]

12. VOLUNTARY POPULATION PLANNING ACTIVITIES - MANDATORY REQUIREMENTS (MAY 2006)

Requirements for Voluntary Sterilization Programs

(1) Funds made available under this award must not be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

Prohibition on Abortion-Related Activities:

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

(2) No funds made available under this award will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent, or consequences of abortions is not precluded.

[END OF PROVISION]

13. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER (OCTOBER 2010)

a. Requirement for Central Contractor Registration (CCR). Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration and more frequently, if required by changes in your information or another award term.

b. Requirement for Data Universal Numbering System (DUNS) numbers. If you are authorized to make subawards under this award, you:

(1) Must notify potential sub-recipients that no entity (see definition in paragraph c. of this award term) may receive a sub-award from you unless the entity has provided its DUNS number to you.

(2) May not make a sub-award to an entity unless the entity has provided its DUNS number to you. **c.**

Definitions. For purposes of this award term:

(1) Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at www.ccr.gov/).

(2) Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at fedgov.dnb.com/webform).

(3) Entity, as it is used in this award term, means all of the following, as defined at 2 CFR 25, subpart C: (i)

A governmental organization, which is a State, local government, or Indian tribe;

(ii) A foreign public entity;

(iii) A domestic or foreign nonprofit organization;

(iv) A domestic or foreign for-profit organization; and

(v) A Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.

(4) Sub-award:

(i) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you, as the recipient, award to an eligible sub-recipient.

(ii) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. -.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

(iii) A sub-award may be provided through any legal agreement, including an agreement that you consider a contract.

(5) Sub-recipient means an entity that:

(i) Receives a sub-award from you under this award; and

(ii) Is accountable to you for the use of the Federal funds provided by the sub-award.

◆ADDENDUM #1 (FEBRUARY 2012)

Effective February 13, 2012, and pursuant to a USAID impracticality determination under 2 CFR 25.110(d)(2)(H), this provision does not apply to grants and cooperative agreements with a total value of less than \$25,000 awarded to foreign entities performing work outside the United States. In addition, subparagraph b. of this provision, requiring DUNS numbers for subawards, does not apply to subawards of less than \$25,000 made to foreign sub-recipients performing work outside the United States.

[END OF PROVISION]

14. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (OCTOBER 2010)

a. Reporting of First-Tier Subawards.

(1) Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a sub-award to an entity (see definitions in paragraph e. of this award term).

(2) Where and when to report.

(i) You must report each obligating action described in paragraph a.(1) of this award term to www.fsr.gov.

(ii) For sub-award information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

(3) What to report. You must report the information about each obligating action that the submission instructions posted at www.fsr.gov specify.

b. Reporting Total Compensation of Recipient Executives.

(1) Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if-

(i) The total Federal funding authorized to date under this award is \$25,000 or more;

(ii) In the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at www.sec.gov/answers/excomp.htm.)

(2) Where and when to report. You must report executive total compensation described in paragraph b.(1) of this award term:

(i) As part of your registration profile at www.ccr.gov/.

(ii) By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Sub-recipient Executives.

(1) Applicability and what to report. Unless you are exempt, as provided in paragraph d. of this award term, for each first-tier sub-recipient under this award, you must report the names and total compensation of each

of the sub-recipient's five most highly compensated executives for the sub-recipient's preceding completed fiscal year, if-

(i) In the sub-recipient's preceding fiscal year, the sub-recipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at www.sec.gov/answers/execomp.htm.)

(2) Where and when to report. You must report sub-recipient executive total compensation described in paragraph c.(1) of this award term:

(i) To the recipient.

(ii) By the end of the month following the month during which you make the sub-award. For example, if a sub-award is obligated on any date during the month of October of a given year (for example, between October 1 and 31), you must report any required compensation information of the sub-recipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

(1) Subawards, and

(2) The total compensation of the five most highly compensated executives of any sub-recipient.

e. Definitions.

For purposes of this award term:

(1) Entity means all of the following, as defined in 2 CFR 25:

(i) A governmental organization, which is a State, local government, or Indian tribe;

(ii) A foreign public entity;

(iii) A domestic or foreign nonprofit organization;

(iv) A domestic or foreign for-profit organization;

(v) A Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.

(2) Executive means officers, managing partners, or any other employees in management positions.

(3) Sub-award:

(i) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible sub-recipient.

(ii) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A- 133, "Audits of States, Local Governments, and Non-Profit Organizations").

(iii) A sub-award may be provided through any legal agreement, including an agreement that you or a sub-recipient considers a contract.

(4) Sub-recipient means an entity that:

(i) Receives a sub-award from you (the recipient) under this award; and

(ii) Is accountable to you for the use of the Federal funds provided by the sub-award.

(5) Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or sub-recipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(i) Salary and bonus.

(ii) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(iii) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(iv) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(v) Above-market earnings on deferred compensation which is not tax-qualified.

(vi) Other compensation, if the aggregate value of all such other compensation (for example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

[END OF PROVISION]

15. TRAFFICKING IN PERSONS (OCTOBER 2010)

a. Provisions applicable to a recipient that is a private entity.

(1) You, as the recipient, your employees, sub-recipients under this award, and sub-recipients' employees may not—

(i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

(ii) Procure a commercial sex act during the period of time that the award is in effect; or

(iii) Use forced labor in the performance of the award or subawards under the award.

(2) We, as the Federal awarding Agency, may unilaterally terminate this award, without penalty, if you or a sub-recipient that is a private entity —

(i) Is determined to have violated a prohibition in paragraph a. (1) of this award term; or

(ii) Has an employee who is determined by the Agency official authorized to terminate the award to have violated a prohibition in paragraph a. (1) of this award term through conduct that is either—

(A) Associated with performance under this award; or

(B) Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 22 CFR 208 or its superseding Part in 2 CFR.

b. Provisions applicable to a recipient other than a private entity.

(1) We, as the Federal awarding agency may unilaterally terminate this award, without penalty, if a sub-recipient that is a private entity—

(i) Is determined to have violated an applicable prohibition in paragraph a. (1) of this award term; or

(ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a. (1) of this award term through conduct that is either—

(A) Associated with performance under this award; or

(B) Imputed to the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 22 CFR 208 or its superseding Part in 2 CFR.

c. Provisions applicable to any recipient.

(1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. (1) of this award term.

(2) Our right to terminate unilaterally that is described in paragraph a. (2) or b. of this section:

(i) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

(ii) Is in addition to all other remedies for noncompliance that are available to us under this award.

(3) You must include the requirements of paragraph a. (1) of this award term in any sub-award you make to a private entity.

d. Definitions. For purposes of this provision:

(1) "Employee" means either:

(i) An individual employed by you or a sub-recipient who is engaged in the performance of the project or program under this award; or

(ii) Another person engaged in the performance of the project or program under this award and not

compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

(2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(3) "Private entity":

(i) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25(b).

(ii) Includes:

(A) A non-profit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

(B) A for-profit organization.

(4) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

[END OF PROVISION]

20. REQUIRED, AS APPLICABLE, STANDARD PROVISIONS FOR FIXED OBLIGATION GRANTS TO NONGOVERNMENTAL RECIPIENTS:

1. PAYMENT-REIMBURSEMENT (MAY 1986)

a. The recipient must submit to the USAID Controller, noted in the Schedule of the award, an original and two copies of SF 1034, "Public Voucher for Purchases and Services Other Than Personal" and SF 1034A, Continuation of SF 1034, on a monthly basis and in no event no later than on a quarterly basis. Each voucher must be identified by the award number and must state the total costs for which reimbursement is being requested.

b. Copies of SF 1034 and 1034A may be obtained from the Controller.

[END OF PROVISION]

2. INTERNATIONAL AIR TRAVEL AND TRANSPORTATION (FEBRUARY 2012)

APPLICABILITY: The Fly America portion of this provision is applicable only when flights are listed as or in milestones.

3. INTERNATIONAL AIR TRAVEL AND TRANSPORTATION (FEBRUARY 2012)

a. NOTIFICATION

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

(i) The primary purpose of the trip is to work with USAID Mission personnel, or
(ii) The recipient expects significant administrative or substantive programmatic support from the Mission. Neither the USAID Mission nor the Embassy will require Country Clearance of employees or contractors of USAID Recipients.

(2) Where notification is required in accordance with paragraph (1)(i) or (ii) above, the recipient will observe the following standards:

(i) Send a written notice to the USAID Grant Officer's Representative (GOR) in the Mission. If the recipient's primary point of contact is a Technical Officer in USAID/W, the recipient may send the notice to that person. It will be the responsibility of the USAID/W GOR to forward the notice to the field. (ii) The notice should be sent as far in advance as possible, but at least 14 calendar days in advance of the proposed travel. This notice may be sent by fax or e-mail. The recipient should retain proof that notification was made.

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

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

(v) If a sub-recipient is required to issue a Notification, as per this section, the sub-recipient may contact the GOR directly, or the prime recipient may contact USAID on the sub-recipient's behalf.

b. SECURITY ISSUES:

Recipients are encouraged to obtain the latest Department of State Travel Advisory Notices before traveling. These Notices are available to the general public and may be obtained directly from the State Department, or via Internet. Where security is a concern in a specific region, recipients may choose to notify the U.S. Embassy of their presence when they have entered the country. This may be especially important for long-term posting.

c. USE OF U.S.-OWNED LOCAL CURRENCY:

Travel to certain countries will, at USAID's option, be funded from U.S.-owned local currency. When USAID intends to exercise this option, USAID will either issue a U.S. Government S.F. 1169, Transportation Request (GTR) which the grantee may exchange for tickets, or issue the tickets directly. Use of such U.S.-owned currencies will constitute a dollar charge to this grant.

d. THE FLY AMERICA ACT:

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

3. PROCUREMENT OF GOODS AND SERVICES (OCTOBER 1998)

APPLICABILITY: This provision is applicable when the procurement element of an award is over \$10,000.

The recipient may use its own procurement policies and practices for the procurement of goods and services under this award, provided they conform to all of USAID's requirements listed below and the standard provision entitled "USAID Eligibility Rules For Goods and Services," if applicable. a. General Requirements:

(1) The recipient must maintain a written code or standards of conduct that will govern the performance of its employees engaged in the awarding and administration of contracts. An employee, officer, or agent must not participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such conflict would arise when the employee, officer or agent, or any member of the employee's immediate family, the employee's partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to sub-agreements. However, recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

(2) All procurement transactions must be conducted in a manner to provide, to the maximum extent practical, open and free competition. The recipient must be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals must be excluded from competing for such procurements. Contracts must be made to the offeror whose offer is responsive to the solicitation and is most advantageous to the recipient, price, quality, and other factors considered. Solicitations must clearly establish all requirements

that the bidder or offeror must fulfill in order to be evaluated by the recipient. Any and all offers may be rejected when it is in the recipient's interest to do so.

(3) All recipients must establish written procurement procedures. These procedures must provide, at a minimum, that:

(i) Recipients avoid purchasing unnecessary items,

(ii) Where appropriate, an analysis is made of lease and purchase alternatives to

determine which would be the most economical and practical procurement, and

(iii) Solicitations for goods and services provide for all of the following:

(A) A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description must not contain features which unduly restrict competition.

(B) Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.

(C) A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.

(D) The specific features of "brand name or equal" descriptions that bidders are required to meet when such items are included in the solicitation.

(E) The acceptance, to the extent practicable and economically Feasible, of products and services dimensioned in the metric system of measurement.

(F) Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.

(iv) Positive efforts must be made by the recipients to utilize U.S. small business, minority-owned firms, and women's business enterprises, whenever possible. Recipients of US AID awards must take all of the following steps to further this goal:

(A) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises. To permit US AID, in accordance with the small business provisions of the Foreign Assistance Act of 1961, as amended, to give United States small business firms an opportunity to participate in supplying commodities and services procured under the award, the recipient must to the maximum extent possible provide the following information to the Office of Small and Disadvantaged Business Utilization (OSDBU/MRC), US AID, Washington, DC 20523, at least 45 days prior to placing any order or contract in excess of \$100,000:

(a) Brief general description and quantity of goods or services;

(b) Closing date for receiving quotations, proposals, or bids; and

(c) Address where solicitations or specifications can be obtained.

(B) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's

business enterprises.

- (C) Encourage contracting with consortiums of small businesses, minority-owned firms, and women's business enterprises when a contract is too large for one of these firms to handle individually.
- (D) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms, and women's business enterprises.
- (v) The type of procurement instruments used (for example, fixed price contracts, cost reimbursable contracts, purchase orders, incentive contracts), must be determined by the recipient but, must be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting must not be used.
- (vi) Contracts must be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration must be given to such matters as contractor integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources. Contracts must not be made with firms or individuals whose name appears on the "Lists of Parties Excluded from Federal Procurement and Non-procurement Programs." USAID will provide the grantee with copy of this list upon request.
- (vii) Recipients must, on request, make available for USAID, pre-award review and procurement documents, such as request for proposals or invitations for bids, independent cost estimates, etc., when any of the following conditions apply:
- (A) A recipient's procurement procedures or operation fails to comply with the procurement standards in this part, and
- (B) The procurement is expected to exceed \$10,000.
- (viii) The recipient must document some form of price or cost analysis in its procurement files in connection with every procurement action. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, and market prices, together with discounts. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability, and allowability.
- (ix) Procurement records and files for purchases in excess of the recipient's own small purchase threshold must include the following at a minimum:
- (A) Basis for contractor selection;
- (B) Justification for lack of competition when competitive bids or offers are not obtained, and;
- (C) Basis for award cost or price.
- (x) A system for contract administration must be maintained to ensure contractor conformance with terms, conditions, and specifications of the contract and to ensure adequate and timely follow up of all purchases. Recipients must evaluate contractor performance and document, as appropriate, whether contractors have met the terms, conditions, and specifications of the contract.
- b. The recipient must include, in addition to provisions to define a sound and complete contract, the following provisions in all contracts. The following provisions must also be applied to subcontracts.
- (1) Contracts in excess of \$10,000 must contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms, and provide for such remedial actions as may be appropriate.

(2) All contracts in excess of \$10,000 must contain suitable provisions for termination by the recipient, including the manner by which termination will be effected and the basis for settlement. In addition, such contracts must describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

(3) All negotiated contracts (except those for less than the recipient's small purchase threshold) awarded by the recipient must include a provision to the effect that the recipient, USAID, the Comptroller General of the United States, or any of their duly authorized representatives, must have access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

(4) In all contracts for construction or facility improvement awarded for more than \$100,000, the recipient must observe generally accepted bonding requirements.

(5) Contracts, the principal purpose of which is to create, develop, or improve products, processes, or methods; or for exploration into fields that directly concern public health, safety, or welfare; or contracts in the fields of science or technology in which there has been little significant experience outside of work funded by the U.S. Government (USG), must contain a notice to the effect that matters regarding rights to inventions, intellectual property, and materials generated under the contract are subject to the regulations included in these grant provisions. The contractor must be advised as to the source of additional information regarding these matters.

[END OF PROVISION]

4. USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (FEBRUARY 2012)

Guidance on the eligibility of specific goods or services may be obtained from the Agreement Officer. USAID policies and definitions on source and nationality are contained in 22 CFR Part 228, Rules on Procurement of Commodities and Services Financed by USAID Federal Program Funds, which is incorporated into this Award in its entirety. 22

CFR 228 is supplemented by the policies and procedures in ADS Chapters 310 and 312. a. Ineligible and Restricted Goods and Services:

(1) Ineligible Goods and Services. The recipient must not, under any circumstances, procure any of the following under this award:

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

(2) Ineligible Suppliers. Funds provided under this award must not be used to procure any goods or services furnished by any firms or individuals whose name appears on the "Lists of Parties Excluded from Federal Procurement and Non-procurement Programs"

(See <https://www.epls.gov/>). USAID will provide the recipient with a copy of these lists upon request.

(3) Restricted Goods. The recipient must obtain prior written approval of the Agreement Officer or comply with required procedures under an applicable waiver as provided by the Agreement Officer when procuring any of the following goods or services:

- (i) Agricultural commodities,
- (ii) Motor vehicles, (iii) Pharmaceuticals, (iv) Pesticides,

- (v) Used equipment,
- (vi) U.S. Government-owned excess property, or
- (vii) Fertilizer.

b. Source and Nationality:

The eligibility rules for goods and services based on source and nationality are divided into two categories: One applies when the total procurement element during the life of the award is \$250,000 or less, and the other applies when the total procurement element during the life of the award is over \$250,000. The total procurement element includes procurement of all goods (for example, equipment, materials, supplies) and services. Guidance on the eligibility of specific goods or services may be obtained from the Agreement Officer.

1) When the total procurement element during the life of this award is valued at \$250,000 or less, the authorized source for procurement of all goods and services to be reimbursed under the award is US AID Geographic Code 935, "Special Free

World." Such goods and services must meet the source and nationality requirements set forth in 22 CFR 228.

2) When the total procurement element exceeds \$250,000, the following applies: Except as may be specifically approved or directed in advance by the Agreement Officer, all goods and services financed with U.S. dollars which will be reimbursed under this award must meet the source and nationality requirements set forth in 22 CFR 228 for the authorized geographic code specified in the schedule of this award. If none is specified, the authorized source is Code 937.

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

This provision must be included in all sub-agreements which include procurement of goods or services.

[END OF PROVISION]

5. SUBAGREEMENTS (OCTOBER 1998)

a. Subawards must be made only with responsible recipients who possess the potential ability to perform successfully under the terms and conditions of a proposed agreement. Consideration must be given to such matters as integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources. Awards must not be made to firms or individuals whose name appears on the "Lists of Parties Excluded from Federal Procurement and Non-procurement Programs." USAID will provide the grantee with a copy of this list upon request.

b. All sub-agreements must at a minimum contain provisions to define a sound and complete agreement in addition to those that are specifically required by any other provisions in this award. Whenever a provision within this award is required to be inserted in a sub-agreement, the recipient must insert a statement in the sub-agreement that in all instances where USAID is mentioned, the recipient's name will be substituted. If sub-agreements are being made to U.S. organizations, a suggested sub-award format incorporating 22 CFR 226 and standard provisions will be provided.

[END OF PROVISION]

6. TITLE TO AND CARE OF PROPERTY (COOPERATING COUNTRY TITLE) (OCTOBER 1998)

Agreement between USAID and the host country, or when the award provides for property titled in the name of the host country or such public or private agency as the host country government may designate to be furnished to or acquired by the recipient.

a. Except as modified by the Schedule of this award, title to all equipment, materials, and supplies, the cost of which is reimbursable to the recipient by US AID or by the cooperating country, must at all times be in the name of the cooperating country or such public or private agency as the cooperating Government may designate, unless title to specified types or classes of equipment is reserved to USAID under provisions set forth in the Schedule of this award, but all such property must be under the custody and control of recipient until the owner of title directs otherwise or completion of work under this award or its termination, at which time custody and control must be turned over to the owner of title or disposed of in accordance with its instructions. All performance guarantees and warranties obtained from suppliers must be taken in the name of the title owner.

b. The recipient must prepare and establish a program, for the receipt, use, maintenance, protection, custody, and care of equipment, materials, and supplies for which it has custodial responsibility, including the establishment of reasonable controls to enforce such program. The recipient must be guided by the requirements of 22 CFR 226.30 through 226.36.

c. Within 90 days after completion of this award, or at such other date as may be fixed by the Agreement Officer, the recipient must submit an inventory schedule covering all items of equipment, materials, and supplies under the recipient's custody, title to which is in the cooperating country or public or private agency designated by the cooperating country, which have not been consumed in the performance of this award. The recipient must also indicate what disposition has been made of such property.

[END OF PROVISION]

7. PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (JUNE 1999)

a. USAID reserves the right to terminate assistance to, or take other appropriate measures with respect to, any participant approved by USAID who is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR 140.

b. For any loan over \$ 1,000 made under this agreement, the recipient must insert a clause in the loan agreement stating that the loan is subject to immediate cancellation, acceleration, recall or refund by the recipient if the borrower or a key individual of a borrower is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR 140.

c. Upon notice by USAID of a determination under section (1) and at USAID's option, the recipient agrees to immediately cancel, accelerate, or recall the loan, including refund in full of the outstanding balance. USAID reserves the right to have the loan refund returned to USAID.

d. The recipient agrees not to disburse, or sign documents committing the recipient to disburse, funds to a sub-recipient designated by USAID ("Designated Sub-recipient") until advised by USAID that: (i) any USG review of the Designated Sub-recipient and its key individuals has been completed; (ii) any related certifications have been obtained; and (iii) the assistance to the Designated Sub-recipient has been approved. Designation means that the sub-recipient has been unilaterally selected by USAID as the sub-recipient. USAID approval of a Sub-recipient, selected by another party, or joint selection by USAID and another party is not designation.

e. The recipient must insert the following clause, or its substance, in its agreement with the Designated Sub-recipient:

"The recipient reserves the right to terminate this [Agreement/Contract] or take other appropriate measures if the [Sub-recipient] or a key individual of the [Sub-recipient] is found to have been convicted of a narcotic offense or to have been engaged in drug trafficking as defined in 22 CFR 140."

[END OF PROVISION]

8. REPORTING OF FOREIGN TAXES (MARCH 2006)

APPLICABILITY: This provision is only applicable only if the tax is charged on items specifically listed as or in milestones. This provision does not apply to agreements funded with Operating Expense, Pub. L. 480 funds, or trust funds, or agreements where there will be no commodity transactions in a foreign country over the amount of \$500.

- a. The recipient must annually submit a report by April 16 of the next year.
- b. Contents of Report. The report must contain:
 - (i) Contractor/recipient name.
 - (ii) Contact name with phone, fax and e-mail.
 - (iii) Agreement number(s).
 - (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
 - (v) Only foreign taxes assessed by the foreign government, in the country receiving U.S. assistance, is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
 - (vi) Any reimbursements received by the recipient during the period in (iv) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (iv) received through March 31.
 - (vii) Reports are required even if the recipient did not pay any taxes during the report period.
 - (viii) Cumulative reports may be provided if the recipient is implementing more than one program in a foreign country.
- c. Definitions. For purposes of this clause:
 - (i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements, and interagency agreements.
 - (ii) "Commodity" means any material, article, supply, goods, or equipment.
 - (iii) "Foreign government" includes any foreign governmental entity.
 - (iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.
- d. Where. Submit the reports to: [insert address and point of contact at the Embassy, Mission, or FM/CMP as appropriate (see b. above) [may include an "optional with a copy to"]].
- e. Sub-agreements. The recipient must include this reporting requirement in all applicable subcontracts, sub-grants, and other sub-agreements.
- f. For further information see www.usaid.gov/policy/ads/300/302mac.pdf.

[END OF PROVISION]