



# USAID | DJIBOUTI

DU PEUPLE AMERICAIN

February 8, 2016

Mrs. Valerie Cliff  
UNDP Resident Coordinator  
Republic of Djibouti  
Email: valerie.cliff@undp.org

**Subject: Grant AID-603-IO-16-00002– Support to Women’s Empowerment and Community Strengthening**

Dear Mrs. Cliff:


Congratulations! I am pleased to inform you under the authority contained in the Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development (USAID) hereby grants to United Nations Development Programme (UNDP) hereinafter referred to as the "Grantee", the sum of \$1,000,000 (USD) to provide support for the activity titled **“Women’s Empowerment and Community Strengthening”** as described in Attachments A and B of this grant.

This grant is effective immediately and will apply to expenditures made by the Grantee in furtherance of program objectives during the period beginning February 8, 2016 and ending on February 7, 2018. USAID will not be liable for reimbursing the Grantee for any costs in excess of the obligated amount.

This award is made to the Grantee on condition that the funds are administered in accordance with the terms and conditions as set forth in Attachment A (Schedule), Attachment B (Program Description), Attachment C (Standard Provisions), and Attachment D (Applicable Provisions); all of which have been agreed to by your organization.

Please sign the grant agreement document and return signed version of the document to acknowledge your receipt of the grant agreement. Again, congratulations and thank you for your efforts in furthering USAID goals and objectives in the Republic of Djibouti.

Sincerely,

  
Anthony E. Amerson  
Agreement Officer  
Office of Acquisition and Assistance

**GRANTEE:**

Mrs. Valerie Cliff  
UNDP Resident Coordinator

  
(Signature)

Date 4 Feb. 2016



# USAID | DJIBOUTI

DU PEUPLE AMERICAIN

February 8, 2016

**Subject: Award of USAID Grant No: AID-603-IO-16-00002, titled, “Women’s Empowerment and Community Strengthening”**

USAID, is pleased to confirm the award of a grant in the amount of \$1,000,000 to United Nations Development Programme (UNDP) to implement the activity titled “**Women’s Empowerment and Community Strengthening**” in the Republic of Djibouti. This grant is effective immediately and will continue until February 7, 2018. It is our hope this token of assistance from the United States Government will be used to improve the lives of women and youth in the Republic of Djibouti.

Respectfully,

Honorable William Hammink  
Deputy Assistant Administrator  
USAID, Bureau for Africa

**WITNESSED BY:**

Mrs. Valerie Cliff  
Country Representative  
United Nations Development Programme

\_\_\_\_\_ Date \_\_\_\_\_  
(Signature)

Honorable Anthony Blinken  
Deputy Secretary of State  
United States Department of State

\_\_\_\_\_ Date \_\_\_\_\_  
(Signature)

H.E. Mahamoud Ali Youssouf  
Minister of Foreign Affairs  
Republic of Djibouti

\_\_\_\_\_ Date \_\_\_\_\_  
(Signature)

## Contents

<b>ATTACHMENT A - SCHEDULE</b> .....	<b>4</b>
<b>A.1 PURPOSE OF AWARD</b> .....	<b>4</b>
<b>A.2 PERIOD OF AWARD</b> .....	<b>4</b>
<b>A.3 AMOUNT OF AWARD AND PAYMENT</b> .....	<b>4</b>
<b>A.4 AMOUNT OF AWARD AND PAYMENT</b> .....	<b>4</b>
<b>A.5 AWARD BUDGET</b> .....	<b>4</b>
<b>A.6 REPORTING AND EVALUATION</b> .....	<b>5</b>
<b>A.7 COST SHARE</b> .....	<b>6</b>
<b>A.8 AUTHORIZED GEOGRAPHIC CODE</b> .....	<b>6</b>
<b>A.9 RESPONSIBILITIES OF THE RECIPIENT</b> .....	<b>6</b>
<b>A.10 CLOSEOUT PROCEDURES</b> .....	<b>7</b>
<b>ATTACHMENT B - PROGRAM DESCRIPTION</b> .....	<b>8</b>
<b>ATTACHMENT C - MANDATORY STANDARD PROVISIONS FOR COST- TYPE AWARDS TO PUBLIC INTERNATIONAL ORGANIZATIONS</b> .....	<b>11</b>
<b>C.1 ALLOWABLE COSTS PIO (APR 2011)</b> .....	<b>11</b>
<b>C.2 AMENDMENT PIO (APR 2011)</b> .....	<b>11</b>
<b>C.3 NON-LIABILITY PIO (APR 2011)</b> .....	<b>11</b>
<b>C.4 NOTICES PIO (APR 2011)</b> .....	<b>11</b>
<b>C.5 RESERVED</b> .....	<b>11</b>
<b>C.6 PAYMENT (LETTER OF CREDIT) PIO (APR 2011)</b> .....	<b>11</b>
<b>C.7 RESERVED</b> .....	<b>12</b>
<b>C.8 RESERVED</b> .....	<b>12</b>
<b>A.9 RESERVED</b> .....	<b>12</b>
<b>A.10 AUDIT AND RECORDS (UN) (SEPT 2011)</b> .....	<b>12</b>
<b>C.11 REFUNDS PIO (APR 2011)</b> .....	<b>13</b>
<b>C.12 AWARD BUDGET LIMITATIONS AND REVISIONS PIO (APR 2011)</b> .....	<b>13</b>
<b>C.13 TERMINATION PROCEDURES PIO (APR 2011)</b> .....	<b>14</b>

<b>C.14</b>	<b>FINANCIAL MANAGEMENT, PROCUREMENT, AND EVALUATION PIO (APR 2011)</b> .....	<b>14</b>
<b>C.15</b>	<b>DISPUTE RESOLUTION PIO (APR 2011)</b> .....	<b>14</b>
<b>C.16</b>	<b>TITLE TO AND DISPOSITION OF PROPERTY PIO (APR 2011)</b> .....	<b>14</b>
<b>C.17</b>	<b>USAID DISABILITY POLICY AND UN CONVENTION ON THE RIGHTS OF PERSONS WITH DISABILITIES ASSISTANCE PIO (APR 2011)</b> .....	<b>15</b>
<b>C.18</b>	<b>RESERVED</b> .....	<b>15</b>
<b>C.19</b>	<b>TERRORIST FINANCING CLAUSE (UN) PIO (APR 2011)</b> .....	<b>15</b>
<b>C.20</b>	<b>RESERVED</b> .....	<b>15</b>
<b>C.21</b>	<b>RESERVED</b> .....	<b>15</b>
<b>ATTACHMENT D - REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR COST-TYPE AWARDS TO PUBLIC INTERNATIONAL ORGANIZATIONS</b> .....		<b>16</b>
<b>D.1</b>	<b>RESERVED</b> .....	<b>16</b>
<b>D.2</b>	<b>RESERVED</b> .....	<b>16</b>
<b>D.3</b>	<b>RESERVED</b> .....	<b>16</b>
<b>D.4</b>	<b>RESERVED</b> .....	<b>16</b>
<b>D.5</b>	<b>PUBLICATIONS AND MEDIA RELEASES (APRIL 2011)</b> .....	<b>16</b>
<b>D.6</b>	<b>RESERVED</b> .....	<b>16</b>
<b>D.7</b>	<b>REPORTING OF FOREIGN TAXES (UN) (APRIL 2011)</b> .....	<b>16</b>
<b>D.8</b>	<b>FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (APRIL 2011)</b>	<b>17</b>
<b>D.9</b>	<b>RESERVED</b> .....	<b>17</b>
<b>D.11</b>	<b>RESERVED</b> .....	<b>18</b>
<b>D.12</b>	<b>RESERVED</b> .....	<b>18</b>
<b>D.13</b>	<b>RESERVED</b> .....	<b>18</b>
<b>D.14</b>	<b>RESERVED</b> .....	<b>18</b>

**A. GENERAL**

Amount Obligated this Action:	\$1,000,000.00
Total Estimated USAID Amount:	\$1,000,000.00
Total Obligated USAID Amount:	\$1,000,000.00
Cost-Sharing Amount (Non-Federal):	\$ 300,000.00
Activity Title:	Support to Women’s Empowerment and Community Strengthening
USAID Technical Office:	USAID/Djibouti
DUNS No.:	645521498
LOC Number:	HHS17A8P

**B. SPECIFIC**

GLAAS Requisition No.: REQ-603-16-000005

Accounting Info:

BBFY/EBFY:	2013/2014
Fund:	ES-OCO
OP:	DJIBOUTI
Program Area:	A19
Dist Code:	603-M
Program Element:	A078
BGA:	603
SOC:	4100202
Funded:	\$1,000,000.00

**C. PAYMENT OFFICE**

USAID/M/FM/CMP,  
Ronald Reagan Building  
1300 Pennsylvania Ave., NW  
Washington, DC 20523-7700

**D. ADMINISTRATION OFFICE**

Office of Acquisition and Assistance USAID/Ethiopia,  
U.S. Embassy, Entoto Road  
P. O. Box 1014  
Addis Ababa, Ethiopia

**E. TECHNICAL OFFICE**

USAID/Djibouti  
P.O.Box 185  
Lot 350 B Haramous,  
Djibouti-ville, Republic of Djibouti

## **ATTACHMENT A - SCHEDULE**

### **A.1 PURPOSE OF AWARD**

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

### **A.2 PERIOD OF AWARD**

1. The effective date of this Award is 02/08/2016. The estimated completion date of this Award is 02/07/2018.
2. Funds obligated hereunder are available for program expenditures for the estimated period from 02/08/2016 to 02/07/2018.

### **A.3 AMOUNT OF AWARD AND PAYMENT**

A.3.1 The total estimated amount of this Award for the period shown in A.2.1 above is \$1,000,000.00.

A.3.2 USAID hereby obligates the amount of \$1,000,000.00 for program expenditures during the period set forth in A.2.2 above and as shown in the Budget below. The Recipient will be given written notice by the Agreement Officer if additional funds will be added. USAID is not obligated to reimburse the Recipient for the expenditure of amounts in excess of the total obligated amount.

3. Payment will be made to the Recipient by Letter of Credit in accordance with procedures set forth in 2 CFR 200 and 2 CFR 700.

### **A.4 AMOUNT OF AWARD AND PAYMENT**

1. USAID hereby obligates the amount of \$1,000,000.00 for purposes of this Award.
2. Payment shall be made to the Recipient by Letter of Credit in accordance with procedures set forth in 2 CFR 200 and 2 CFR 700.

### **A.5 AWARD BUDGET**

The following is the Award Budget, including local cost financing items, if authorized. Revisions to this budget shall be made in accordance with 2 CFR 200 and 2 CFR 700.

<b>Item/Activity</b>	<b>Cost (USD)</b>
Project Management	64,000.00
Output 1: Institutional Strengthening of the Ministry of Promotion of Women	306,000.00
Output 2: Technical, Material and human capacity building for women in handicraft and agro-pastoral products conservations	420,000.00
Output 3: Promotion of new cooperatives of women the areas of handicraft and agro-pastoral products conservation	120,000.00
Miscellaneous	10,000.00
Management fees (8% GMS)	80,000.00
<b>Total USAID Share</b>	<b>1,000,000.00</b>
Cost Share	300,000.00
<b>Total Program Cost</b>	<b>1,300,000.00</b>

## **A.6 REPORTING AND EVALUATION**

### **1. Financial Reporting**

- 1) The Recipient must submit the Federal Financial Form (SF-245) on a quarterly basis via electronic format to the U.S. Department of Health and Human Services (<http://www.dpm.psc.gov>). The Recipient must submit a copy of the FFR at the same time to the Agreement Officer and the Agreement Officer's Representative (AOR). The FFR should be submitted within 30 days after the end of each quarter.
- 2) The Recipient must submit the original and two copies of all final financial reports to USAID/Washington, M/CFO/CMP/LOC Unit, the Agreement Officer, and the Agreement Officer's Representative (AOR). The Recipient must submit an electronic version of the final Federal Financial Form (SF-425) to U.S. Department of Health and Human Services in accordance with paragraph (1) above. Financial Reports shall be in keeping with 2 CFR 200 and 2 CFR 700.

### **2. Program Reporting**

The Recipient will provide annual reports on progress toward achieving Program objectives to the Agreement Officer's Representative (AOR). Reports must include 1) status of achieving goals, objectives and benchmarks; 2) progress or completion of components, elements or activities against planned targets; 3) other accomplishments and major highlights of Program implementation; and 4) identification, explanation and course correction actions for significant problems or delays related to achievement of objectives and activities. Annual Program Reporting should be submitted within 90 days after the end of each year.

### 3. Final Report

Not later than 90 days following the Completion Date of the Agreement, the Recipient shall submit a comprehensive final report of activities financed under this Agreement to the Agreement Officer's

Representative (AOR) and one copy to USAID Agreement Officer.

The final performance report shall contain the following information executive summary, brief background, program objective, a brief description of accomplishments, lessons learned and total expenditure shall be reported.

#### **A.7 COST SHARE**

UNDP will support the proposal from inception through appraisal and implementation and evaluation. The UNDP Country Office will mobilize services of a dedicated Programme Officer to backstop the Project Coordination Team. In addition, synergies will be established with the Youth Promotion Project under implementation by the SESN through a UNDP micro-finance grant of \$300,000.00 dollars scheme undertaken by the Djiboutian micro-finance institution, the CPEC – Caisse Populaire d'Epargne et de Crédit. In addition the project will benefit from implementation of ongoing Climate Change Adaptation interventions in Petit and Grand Bara (Ali Sabieh and Arta Regions) and the Adailou/Assamo (Tadjourah Region) Resilience Project.

#### **A.8 AUTHORIZED GEOGRAPHIC CODE**

The authorized geographic code for procurement of goods and services under this award is 935.

#### **A.9 RESPONSIBILITIES OF THE RECIPIENT**

The Recipient is responsible for implementing the project in accordance with the terms and conditions of the award and all USAID regulations which are incorporated into the award.

The USAID Agreement Officer's Representative (AOR) will be designated in a separate letter, a copy of which will be provided to the recipient. The AOR is responsible for ensuring compliance with the terms and conditions of the award; and assist in preparing internal documents for approval and to support amendments of the award.

The USAID Agreement Officer bears the legal responsibility for the award and therefore, only the Agreement Officer can take action to enter into, change or terminate the award on behalf of USAID/Ethiopia. The recipient should directly contact the Agreement Officer concerning any matter for which a provision identifies the Agreement Officer as the approval authority or when there is a question requiring the interpretation of a provision.



## **A.10 CLOSEOUT PROCEDURES**

- (a) Recipients shall submit, within 18 months after the date of completion of the award, all financial, performance, and other reports as required by the terms and conditions of the award. USAID may approve extensions when requested by the recipient.
- (b) Unless USAID authorizes an extension, a recipient shall liquidate all obligations incurred under the award not later than 12 months after the funding period or the date of completion as specified in the terms and conditions of the award or in agency implementing instructions.
- (c) USAID will make prompt payments to a recipient for allowable reimbursable costs under the award being closed out.
- (d) The recipient shall promptly refund any balances of unobligated cash that USAID has advanced or paid and that is not authorized to be retained by the recipient for use in other projects. OMB Circular A-129 governs unreturned amounts that become delinquent debts.
- (e) ) When authorized by the terms and conditions of the award, USAID shall make a settlement for any upward or downward adjustments to the Federal share of costs after closeout reports are received.
- (f) The recipient shall account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with Sec. Sec. 226.31 through 226.37.

**[END OF ATTACHMENT A]**

## ATTACHMENT B - PROGRAM DESCRIPTION

### B.1. GOAL

Support diversification of livelihoods and employment via initiatives directed at improving living conditions and reducing vulnerability and poverty

Discussion of the objectives, the method of approach, the amount of effort to be employed, the anticipated results, and how the work will help accomplish USAID's mission in the targeted area

### B.2 OBJECTIVE

The project is designed to achieve the following objectives:

#### Objective I:

- Institutional capacity building for the Ministry of Women Promotion

**Output:** Capacities of the Ministry of Women Promotion are strengthened

- Promotion of gender awareness at national level
- Institutionalization of Gender

#### Objective II:

- Rebuilding assets and productive base of communities through access to production inputs and economic opportunities and develop key managerial and entrepreneurial skills required for employment

**Output:** Livelihoods built and sustained; employment generated

- Assess the needs of human capacity, material and technical of women in handicraft and agro-pastoral products conservations (milk, cheese, vegetables...)
- Training women in conservation of agro-pastoral products and handicrafts
- Conduct functional literacy sessions for rural women
- Training women in marketing techniques
- Granted to women equipment and inputs for handicraft and agro-pastoral product conservation

#### Objective III:

- Create social capital through institutional and organizational development

**Output:** Promotion of new cooperatives of women the areas of handicraft and agro-pastoral products conservation

- Conduct awareness campaigns and mobilization of stakeholders in order to organize them into cooperatives
- Organize women into cooperatives
- Train women in cooperatives management (administration, accounting, leadership etc.)
- Ensure the support and monitoring of cooperatives to facilitate their development

### **B.3 TARGETING**

The project will be an area-based and focused undertaking which places people at the center. Targeted communities are women and vulnerable and sub-urban dwellers, unskilled rural migrants and unemployed especially women and girls, particularly in fragile areas of suburbs of Djibouti city.

In these areas, there are several acute threats to human security which need to be addressed. A total of 206,000 vulnerable people have been identified in the geographic areas covered, as being drastically affected by drought, food insecurity and extreme poverty. These populations are confronted with compounded socio-economic impacts of vulnerability and extreme poverty. In addition to being food insecure, economic and environmentally displaced rural migrants represent an even larger segment of populations now dwelling in deprived suburban areas. They live at the margin of Djibouti city where basic social services are unavailable.

Targeting of these beneficiaries will be done through a baseline study to determine targeted geographical areas within the focus zone and socio-economic status of beneficiaries. This will involve a participatory appraisal to assess needs and assets base, community capacities, etc. The survey and appraisal will provide regularly monitorable, measurable, actionable and both quantitative and qualitative baseline and milestones/indicators. The database thus collected and compiled will be managed by a project-based monitoring and evaluation sub-unit of the Programme Coordination and Management Unit.

### **B.4 IMPLEMENTATION**

#### **Strategy:**

By its nature, the project requires adoption of an incremental and step-by-step approach via formal and informal modalities for learning, as well as learning-by-doing for the acquisition of new techniques and extension/adoption of technologies to build skills and competences of stakeholders and indeed boost their resilience overtime.

Implementation of activities will be fully localized with and by/through communities and deconcentrated government technical services, where available to ensure sustainability and ownership by beneficiaries. Activities will adequately be phased over the initial duration of two years. That timing can be extended, according to results achieved, needs, priorities and funding. Proposed packages and solutions will mix top-down vulnerability response/protection and bottom-up empowerment and community-led self-help interventions. These include training and skills development sessions for vulnerable segments of population/clients to ensure that they fully benefit from actual and potential economic opportunities.

The training session for women will take place in the Social Action Center for Women's Empowerment (CASF in French) located in the vulnerable Djibouti city suburb of Balbala. It is a center run by the Ministry of Women Promotion which already hosts several vocational training for vulnerable women.

#### **Process:**

The project will apply strong citizen participation processes and mechanisms, including

consultations, dialogue and negotiations which will inform joint prioritization and appraisal, action planning and implementation, based on their assets and needs. A baseline study and surveys at project inception will further shed light on specific parameters, indicators and activities to be implemented by and for target beneficiaries.

Implementation will directly involve the Ministry of Women Promotion as the main project counterpart, local NGOs and the State Secretariat for National Solidarity. Sector ministries will support and ensure service delivery via their deconcentrated units. The project will focus also on good governance practices will underpin key accountability measures, leadership and ownership consensus building and dialogue to promote decision making.

The project will use a mix of local and international experts to facilitate implementation and coordination with other similar initiatives and projects supported by UNDP in the country.

## **B.5 DISSEMINATION, PUBLIC INFORMATION AND COMMUNICATIONS**

Targeted communities will be directly involved in the planning and implementation of activities on the ground to ensure ownership. The project will encourage sharing of information and lessons learned through all stakeholders, including the donor, UNDP and internal/external audiences. The project will thus develop a communication and visibility plan to disseminate results, achievements and relevant knowledge products, namely via seminars and workshops.

## **B.6 MONITORING AND EVALUATION PLAN**

Overall monitoring and evaluation of the project will be placed under a Joint Government, Beneficiaries and USAID entity or Project Steering Committee. The Steering Committee will provide both policy and strategic management guidance. A Monitoring and Evaluation Plan will be developed by the M/E sub-unit placed under the Programme Coordination and Management Unit, under the guidance of UNDP and national authorities involved in the project.

An M/E Specialist and a small team of the Unit will steer the project at every implementation stage using a project monitoring plan, M/E and results-based management. Results will be measured through parameters attached to baseline and end-line surveys, data collection and analysis. Quarterly progress reports will be submitted to the USAID, the Government, representatives of CSOs, youth/women groups and UNDP. A mid-term and final evaluation will be conducted by an independent evaluator and will be shared with the donor (USAID), the Government and all other key stakeholders. Regular reporting, monitoring and evaluation will be carried out by the Project Team. In case monitoring or evaluation may be a cause for either refocusing or terminating the project, the Donor and UNDP uphold the right to do so in order to secure value for money.

At the end of the first and a half year, a project review will be organized with participation of all stakeholders in order to assess results and adjust or redefine the project objectives, if necessary. The review will build on a consolidated annual report. This review will also document lessons learned and best practices. The second and mid-term review will provide the Steering Committee with facts and figures to confirm the feasibility of a second phase, including the need and requirements for project redesign or adjustment.

**[END OF ATTACHMENT B]**

**ATTACHMENT C - MANDATORY STANDARD PROVISIONS FOR COST-TYPE AWARDS TO PUBLIC INTERNATIONAL ORGANIZATIONS**

**C.1 ALLOWABLE COSTS PIO (APR 2011)**

a. The recipient must use funds provided under the award for costs incurred in carrying out the purposes of the award which are reasonable, allocable, and allowable.

(1) "Reasonable" means the costs do not exceed those that would ordinarily be incurred by a prudent person in the conduct of normal business.

(2) "Allocable" means the costs are necessary to the award.

(3) "Allowable" means the costs are reasonable and allocable, and conform to any limitations set forth in the award.

b. The recipient is encouraged to obtain the Agreement Officer's written determination in advance whenever the recipient is uncertain as to whether a cost will be allowable.

**C.2 AMENDMENT PIO (APR 2011)**

The parties may amend the award by mutual agreement, by formal modifications to the basic award document, or by means of an exchange of letters between the Agreement Officer and the recipient.

**C.3 NON-LIABILITY PIO (APR 2011)**

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

**C.4 NOTICES PIO (APR 2011)**

Any notice given by USAID or the recipient will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax. Notices to USAID should be sent to the Agreement Officer at the address specified in the award and to any designee specified in the award. Notices to the recipient should be sent to the recipient's address shown in the award or to such other address designated in the award.

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

**C.5 RESERVED**

**C.6 PAYMENT (LETTER OF CREDIT) PIO (APR 2011)**

a. Payment under the award is completed through a Letter of Credit (LOC), in accordance with the terms and conditions of the LOC and any instructions issued by the USAID Bureau for Management, Office of the Chief Financial Officer, Cash Management and Payment Division (M/CFO/CMP).

b. As long as the LOC is in effect, the terms and conditions of the LOC and any instructions issued by M/CFO/CMP constitute the payment conditions of the award over any other payment clause of the award.

c. The recipient should have written procedures that minimize the time elapsing between the transfer of funds and disbursement by the recipient. The recipient must exercise prudent management of Federal funds by drawing only those funds that are required for current use. The timing and the amount of the drawdown must be as close as is administratively possible to the actual disbursements by the recipient for direct program or activity costs and the proportionate share of any allowable indirect costs.

d. Revocation of the LOC, in accordance with its terms and conditions, is at the discretion of M/CFO/CMP, after consultation with the Agreement Officer. Notification of revocation must be in writing and must specify the reasons for such action. If the LOC is revoked, payments may be made on a cost-reimbursement basis. For reimbursement, the recipient must submit to the USAID Controller an original and three copies of **SF-1034, Public Voucher for Purchases and Services Other Than Personal** ([http://contacts.gsa.gov/webforms.nsf/0/57675C8BB6CE880B85256A3F004125BD/\\$file/SF%201034.pdf](http://contacts.gsa.gov/webforms.nsf/0/57675C8BB6CE880B85256A3F004125BD/$file/SF%201034.pdf)), and **SF-1035, Continuation of SF-1034** ([http://contacts.gsa.gov/webforms.nsf/0/213A354B84AE05B085256A81004632C8/\\$file/SF%201035.pdf](http://contacts.gsa.gov/webforms.nsf/0/213A354B84AE05B085256A81004632C8/$file/SF%201035.pdf)), normally once a month, but in any event no less than quarterly. Each voucher must be identified by the award number and must state the total costs for which reimbursement is being requested.

#### **C.7 RESERVED**

#### **C.8 RESERVED**

#### **A.9 RESERVED**

#### **A.10 AUDIT AND RECORDS (UN) (SEPT 2011)**

a. The recipient agrees to furnish the U.S. Government (USG) with a final report on activities carried out under the award, including accounting for award funds in sufficient detail to enable USAID to liquidate the award. The report must be submitted to the address specified in the award.

b. It is understood that financial records, including documentation to support entries on accounting records and to substantiate charges against the award, will be maintained in accordance with the recipient's usual accounting procedures, which must follow generally accepted accounting practices. The recipient must maintain such financial records for at least three years after the recipient's final disbursement of funds under the award.

c. UNDP confirms that its financial records, including those relating to the award, will be subject to audit applying established procedures under appropriate provisions of the financial regulations and rules of UNDP. UNDP agrees to make available these audit reports to the USG in accordance with the UNDP Information Disclosure Policy and relevant decisions of the UNDP Executive Board. UNDP also agrees to provide additional clarifications as may be reasonably requested by the USG with respect to questions arising from audit reports relating to the award. In the event that USAID becomes aware of factors that would indicate a need for closer scrutiny of USAID-funded activities, USAID will bring these to the attention of UNDP and the UNDP Office of Internal Audit will determine, after consultation with USAID, as appropriate, the need for a special independent audit and the scope and plan for any such audit. The costs of such an audit shall be borne by the USG.

#### **C.11 REFUNDS PIO (APR 2011)**

a. If the recipient earns interest on Federal advances before expending the funds for program purposes, the recipient must remit the interest annually to USAID. Interest amounts up to \$250 per year may be retained by the recipient for administrative expenses.

b. Funds obligated by USAID, but not disbursed to the recipient before the award expires or is terminated will revert to USAID, except for funds committed by the recipient to a legally binding transaction applicable to the award. Any funds advanced to, but not disbursed by, the recipient before the award's expiration or termination must be refunded to USAID, except for funds committed by the recipient to a legally binding transaction applicable to the award.

c. If, at any time during the life of the award, or as a result of an audit, the Agreement Officer determines that USAID funds provided under the award have been expended for purposes not in accordance with the terms of the award, then the recipient must refund the amount to USAID.

#### **C.12 AWARD BUDGET LIMITATIONS AND REVISIONS PIO (APR 2011)**

a. The approved award budget is the financial expression of the recipient's program as approved during the award process. USAID is not obligated to reimburse the recipient for any costs incurred in excess of the total amount obligated under the award.

b. The recipient must immediately request approval from the Agreement Officer when there is reason to believe that, within the next 30 calendar days, a revision of the approved award budget will be necessary for any of the following reasons:

- (1) To change the scope or the objectives of the program or to add any new activity.
- (2) To revise the funding allocated among program objectives by more than ten percent (10%) of the total budget amount unless the award states otherwise.
- (3) Additional funding is needed.

(4) The recipient expects the amount of USAID authorized funds to exceed its needs by more than \$20,000 or ten percent (10%) of the USAID award, whichever is greater.

c. The recipient will not be obligated to continue performance under the award (including actions under the "Termination Procedures" provision) or otherwise to incur costs in excess of the amount obligated under the award, unless and until the Agreement Officer notifies the recipient in writing that the obligated amount has been increased and specifies the new award total amount.

### **C.13 TERMINATION PROCEDURES PIO (APR 2011)**

The award may be terminated by either party, in whole or in part, at any time with 30 days written notice of termination. After receiving a termination notice from the Agreement Officer, the recipient must take immediate action to cease all expenditures financed by the award and to cancel all unliquidated obligations if possible. The recipient may not enter into any additional obligations under the award after receiving the notice of termination, other than those reasonably necessary to effect the close out of the award. Except as provided below, no further reimbursement will be made after the effective date of termination. As soon as possible, but in any event no later than 120 days after the effective date of termination, the recipient must repay to USAID all unexpended USAID funds that are not otherwise obligated by a legally binding transaction applicable to the award. If the funds paid by USAID to the recipient before the effective date of termination are not sufficient to cover the recipient's obligations under a legally binding transaction, then the recipient may submit a written claim for such amount to USAID within 120 days after the effective date of termination. The Agreement Officer will determine the amount(s) to be paid by USAID to the recipient under the claim in accordance with the "Allowable Costs" provision of the award.

### **C.14 FINANCIAL MANAGEMENT, PROCUREMENT, AND EVALUATION PIO (APR 2011)**

To the extent not inconsistent with other provisions of the award, USAID and the recipient understand that funds made available to the recipient must be administered in accordance with the recipient's own financial rules and regulations, and that the recipient will follow its own procurement and evaluation policies and procedures.

### **C.15 DISPUTE RESOLUTION PIO (APR 2011)**

USAID and the recipient will use their best efforts to amicably settle any dispute, controversy, or claim that results from, or relates to, the award.

### **C.16 TITLE TO AND DISPOSITION OF PROPERTY PIO (APR 2011)**

Ownership of equipment, supplies, and other property purchased with funds under the award will vest in the recipient during the life of the award. Disposition of excess property financed under the award will be made in consultation with USAID and, where applicable, the host government of the country in which the activities financed under the award take place or other recipient organizations.



**C.17 USAID DISABILITY POLICY AND UN CONVENTION ON THE RIGHTS OF PERSONS WITH DISABILITIES ASSISTANCE PIO (APR 2011)**

a. The principles of the present UN Convention on the Rights of Persons with Disabilities include promoting: (1) respect for inherent dignity, individual autonomy including the freedom to make one's own choices, and independence of persons; (2) nondiscrimination; (3) full and effective participation and inclusion in society; (4) respect for difference and acceptance of persons with disabilities as part of human diversity and humanity; (5) equality of opportunity; (6) accessibility; (7) equality between men and women; and (8) respect for the evolving capacities of children with disabilities. The full text of the Convention can be found at the following Web site:  
<http://www.un.org/disabilities/documents/convention/convoptprot-e.pdf>.

b. USAID requires that the recipient not discriminate against persons with disabilities in the implementation of USAID-funded programs and make every effort to respect the principles of the Convention on the Rights of Persons with Disabilities in performing the program under the award. One of the objectives of the USAID's Disability Policy is to engage other U.S. Government agencies, host country counterparts, governments, implementing organizations, and other donors in fostering a climate of nondiscrimination against people with disabilities. To that end, and to the extent it can accomplish this goal within the scope of the program objectives, the recipient should demonstrate a comprehensive and consistent approach for including men, women, and children with disabilities.

**C.18 RESERVED**

**C.19 TERRORIST FINANCING CLAUSE (UN) PIO (APR 2011)**

Consistent with numerous United Nations Security Council resolutions, including **S/RES/1269 (1999)** ([http://www.undemocracy.com/S-RES-1269\(1999\).pdf](http://www.undemocracy.com/S-RES-1269(1999).pdf)), **S/RES/1368 (2001)** ([http://www.undemocracy.com/S-RES-1368\(2001\).pdf](http://www.undemocracy.com/S-RES-1368(2001).pdf)), and **S/RES/1373 (2001)** ([http://www.undemocracy.com/S-RES-1373\(2001\).pdf](http://www.undemocracy.com/S-RES-1373(2001).pdf)), both USAID and the recipient are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of USAID to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. In accordance with this policy, the recipient undertakes to use reasonable efforts to ensure that none of the USAID funds provided under the award are used to provide support to individuals or entities associated with terrorism.

**C.20 RESERVED**

**C.21 RESERVED**

**[END OF ATTACHMENT C]**

**ATTACHMENT D - REQUIRED AS APPLICABLE STANDARD PROVISIONS  
FOR COST-TYPE AWARDS TO PUBLIC INTERNATIONAL  
ORGANIZATIONS**

**D.1 RESERVED**

**D.2 RESERVED**

**D.3 RESERVED**

**D.4 RESERVED**

**D.5 PUBLICATIONS AND MEDIA RELEASES (APRIL 2011)**

**a.** If the recipient intends to identify USAID’s contribution to any publication, video or other information/media product resulting from the award, the product must state that the views expressed by the author(s) do not necessarily reflect those of USAID. Acknowledgements must identify the sponsoring USAID Bureau/Independent Office or Mission and the U.S. Agency for International Development substantially as follows.

“This [publication, video, or other information/media product (specify)] was made possible through support provided by U.S. Agency for International Development, under the terms of Award No. AID-603-IO-16-00002. The opinions expressed in this [publication, video, or other information/media product] are those of the author(s) and do not necessarily reflect the views of the U.S. Agency for International Development.”

**b.** The recipient must provide USAID with one copy of all published works developed under the award and with lists of other written works produced under the award.

**c.** Except as otherwise provided in the terms and conditions of the award, the author or the recipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under the award, but USAID reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for U.S. Government purposes.

**D.6 RESERVED**

**D.7 REPORTING OF FOREIGN TAXES (UN) (APRIL 2011)**

The recipient is not subject to taxation of activities implemented under the award based on its privileges and immunities as a public international organization (PIO). However, should it be obligated to pay value-added taxes or customs duties related to the award, the recipient must notify the USAID Agreement Officer’s Representative (AOR).

## **D.8 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (APRIL 2011)**

Funds provided under the award may not be used to finance the travel, per diem, hotel expenses, meals, conference fees, or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, unless approved by the Agreement Officer.

## **D.9 RESERVED**

## **D.10 PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (ASSISTANCE) (STANDARD) (SEPTEMBER 2014)**

(a) The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this award may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

(b)(1) Except as provided in (b)(2), by accepting this award or any subaward, a non-governmental organization or public international organization awardee/subawardee agrees that it is opposed to the practices of prostitution and sex trafficking.

(b)(2) The following organizations are exempt from (b)(1):

(i) the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.

(ii) U.S. non-governmental organization recipients/subrecipients and contractors/subcontractors.

(iii) Non-U.S. contractors and subcontractors if the contract or subcontract is for commercial items and services as defined in FAR 2.101, such as pharmaceuticals, medical supplies, logistics support, data management, and freight forwarding.

(b)(3) Notwithstanding section (b)(2)(iii), not exempt from (b)(1) are non-U.S. recipients, subrecipients, contractors, and subcontractors that implement HIV/AIDS programs under this assistance award, any subaward, or procurement contract or subcontract by:

(i) Providing supplies or services directly to the final populations receiving such supplies or services in host countries;

(ii) Providing technical assistance and training directly to host country individuals or entities on the provision of supplies or services to the final populations receiving such supplies and services; or

(iii) Providing the types of services listed in FAR 37.203(b)(1)-(6) that involve giving advice about substantive policies of a recipient, giving advice regarding the activities referenced in (i) and (ii), or making decisions or functioning in a recipient's chain of command (e.g., providing managerial or supervisory services approving financial transactions, personnel actions).

(c) The following definitions apply for purposes of this provision:

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Prostitution” means procuring or providing any commercial sex act and the “practice of prostitution” has the same meaning.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act (22 U.S.C. 7102(9)).

(d) The recipient must insert this provision, which is a standard provision, in all subawards, procurement contracts or subcontracts for HIV/AIDS activities.

(e) This provision includes express terms and conditions of the award and any violation of it shall be grounds for unilateral termination of the award by USAID prior to the end of its term.

**D.11 RESERVED**

**D.12 RESERVED**

**D.13 RESERVED**

**D.14 RESERVED**

**[END OF ATTACHMENT D]**