



USAID | ETHIOPIA

FROM THE AMERICAN PEOPLE

December 13, 2019

Mrs. Fatima Elsheikh
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United Nations Development Programme
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Djibouti – République de Djibouti

Subject: Grant No. 72060320IO00001 United Nations Development Programme

Dear Mrs.Elsheikh:

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 \$100,000 (USD) to provide support for the activity titled “Flash Floods Emergency Response in Djibouti” as described in Attachment A and B of this grant.

By accepting this agreement, the United Nations Development Programme agrees to:

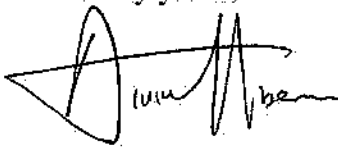
1. Document that reasonable steps were taken to ensure that all purchases charged to the agreement are at reasonable prices and from responsible sources;
2. Maintain complete records of all costs charged to the agreement for a period of three years after the expiration of the agreement and make such records available to USAID or its representatives for review at any time;
3. Not purchase any goods or services, except as authorized pursuant to 22 CFR 228 or ADS 310, Source and Nationality Requirements for Procurement of Commodities and Services Financed by USAID, or any applicable waivers, and the recipient will not purchase any single item that has a useful life over one year and a cost of \$5,000 or more;
4. Enter into any discussions and comply with any agreed-upon standard provisions that USAID deems to be necessary in the implementation of this agreement. Any applicable standard provisions will be included into the agreement on a case-by-case basis by the Agreement Officer in consultation with the GC or cognizant RLO prior to the execution of this agreement;

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5. At USAID request, refund to USAID any funds received from USAID that represent reimbursement for any costs determined by USAID not to meet the terms and conditions of this agreement; and
6. USAID does not assume liability for any third-party claims for damages arising out of this agreement. USAID may terminate this agreement upon 30 days written notice.

Please sign the original and each copy of this letter to acknowledge your receipt of this agreement and return the original to the Agreement Officer.

Sincerely yours,



Alula Abera
Grant Officer

Attachments:

1. Schedule
2. Program Description
3. Mandatory Standard Provisions
4. Required as applicable standard provisions

Acknowledged:
United Nations Development Programme
Fatima Elsheikh, Country Representative

By: _____

Title: _____

Date: _____

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A. General

Amount Obligated on this Action:	USD \$100,000
Total Estimated USAID Amount:	USD \$100,000
Total Obligated USAID Amount:	USD \$100,000
Activity Title:	Flash Floods Emergency Response in Djibouti
USAID Technical Office:	USAID/Djibouti
DUNS NO.:	645521498
LOC Number:	HHS17A8P

B. Specific

GLAAS Requisition No. REQ-603-20-000001

Accounting Info: BBFY: 2020
 Fund: FD-X17-OCO
 OP: DCHA/OFDA
 Prog Area: HA.1
 Dist Code: 663-M
 BGA: 663
 SOC: 260150

C. Payment Office:

USAID/M/FM/CMP
Ronald Reagan Buidling
1300

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

Agreement Officer's Representative (AOR) – Alpha Diallo
Alternate Agreement Officer's Representative (A/AOR) – Nasser Abdi

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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

- a. The effective date of this Award is December 16, 2019. The estimated completion Date of this Award is March 15, 2019.
- b. The Recipient may not unilaterally extend the period of this agreement. Any extension of the period of this Grant must be approved by the Grant Officer through a modification to this award.
- c. Funds obligated hereunder are anticipated to be sufficient for program expenditures through approximately March 15, 2019.

A.3 AMOUNT OF AWARD AND PAYMENT

- a. The total estimated amount of this Award for the period shown in A.2.a above is \$100,000.
- b. USAID hereby obligates the amount of \$100,000 for program expenditures set forth above. USAID is not required to reimburse the Recipient for any costs in excess of this amount, nor is the Recipient required to continue performance or incur costs in excess of this amount. Funds obligated hereunder shall be used to reimburse the Recipient for allowable program expenditures incurred by the Recipient in pursuit of program objectives at any time during the period beginning on the effective date and ending on the estimated completion date. Consistent with 2 CFR 200.343, USAID/Djibouti will reimburse the Recipient for appropriate closeout costs after the estimated completion date of the agreement specified above. Pursuant to 2 CFR 200.344, additional obligations will continue even after closeout is complete.
- c. 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.

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A.4 AWARD BUDGET

The following is the award Budget, including cost share by the Recipient, if authorized.

Item	Total
Direct Cost	92,592.61
GMS (8%)	7,407.39
Total	100,000.00

The Recipient’s final budget submitted on December 10, 2019 during the application process constitutes the approved budget plan for this Award. In accordance with the procedures set forth in 2 CFR 200.308, the Recipient shall report all significant deviations to the Agreement Officer’s Representative (AOR) from its December 10, 2019 detailed budget.

However, the requirements set forth in 2 CFR 200.308 for prior approval of revisions to the budget refer to the Award Budget above, not the budget submitted on December 10, 2019 with the Recipient’s final application. Prior approval from the Agreement Officer is required for the Recipient to transfer funds among direct cost categories, or programs, functions, and activities listed in the award budget, when the cumulative amount of such transfers exceeds or is expected to exceed 10% of the total budget as last approved by the Agreement Officer.

A.5 REPORTING AND EVALUATION

1. Financial Reporting

1. The Grantee agrees to furnish USAID an SF- 425, Financial Federal Report, quarterly, no later than 30 days after the end of the period. The final SF-425 will be provided 12-15 months after the project expiry date.
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 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 Reporting shall be in keeping with 22 CFR 226.

2. Progress Reports

The Grantee shall submit a copy of a performance report to the designated Agreement Officer’s Technical Representative (AOR) in USAID/Djibouti and the Agreement Officer, in electronic format via e-mail. Progress reports must be submitted on a monthly basis. Progress 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. Progress Reports should be submitted at the end of each month.

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.

ATTACHMENT B – PROGRAM DISCRIPTION (PD)

1. ACTIVITY TITLE

Flash Floods Emergency Response in Djibouti

2. OBJECTIVE(S)

In response to appeals from the government of Djibouti for immediate assistance as a result of the massive flooding, between November 21 and 28. This activity will provide emergency assistance to some of the over 250,000 people affected by supplying blankets, water reservoirs, water pumps, plastic safety sheets and to clean debris and waste. This will save lives, help prevent the spread of diseases and ensure emergency needs are immediately met.

As a result of the flooding the government of Djibouti activated its emergency plan (ORSEC) and requested support from international partners as the local capacities to respond to the crisis are insufficient. The Ministry of Interior supported by the Executive Secretariat for Disaster Management (SEGRC) is coordinating relief efforts. MASS oversees the response operational coordination. The United Nations Country Team, USG and other continues to support the government in the response.

Dwellings, shops, schools and infrastructure have been damaged. In some neighborhoods, access to electricity was also interrupted. In other areas of the country, damages to roads and flash floods have affected access to several communities.

Current disaster response mechanisms are insufficient, inadequate or inexistent; leaving the people to fend for themselves, do without and with not much more than the bare minimum to survive. This activity addresses some of the immediate early recovery needs.

3. BACKGROUND

Between 21 and 28 November 2019, Djibouti experienced heavy rains which triggered flash floods countrywide. The equivalent of 2 years of rainfall occurred in one day. Some 250,000 people have been affected, countrywide, and 150,000 are in need of immediate humanitarian assistance. In Djibouti city alone, 200,000 were affected and 120,000 (including migrants and refugees) require immediate relief support. Some 10 people (7 children) have reportedly been killed. Floods also caused widespread destruction of infrastructure, homes and livelihoods. The realization of the dam 'de l'Amitie' located in Langobaley, over the Ambouli Oued, with a capacity of 14 million cubic meters, has limited the impact of the rains over the capital. The dam was filled with some 10 million cubic meters of water that could have otherwise further aggravated the already serious situation.

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Table 1. people in need of humanitarian assistance

Area	Households	Individuals
Djibouti town	20,000	120,000
Ali Sabieh	310	1,860
Arta	3,670	22,020
Dikhil	n/a	n/a
Obock	360	2,120
Tadjourah	310	1,860
Total	24,650	147,860

The Government activated its emergency plan (ORSEC) and its coordination committee, chaired by the Prime Minister and requested support from international partners as the local capacities to respond to the crisis are insufficient. The Ministry of Interior supported by the Executive Secretariat for Disaster Management (SEGRC) is coordinating relief efforts. MASS oversees the response operational coordination. The United Nations Country Team and USG and others continue to support the government in the response.

Djibouti is a low-middle-income country with an area of 25,030 sqm and a population of 1,048,999 people. Djibouti is characterized with high levels of poverty that affects about 42% of the Djibouti population, among which 23% living in extreme poverty. The country is prone to natural disasters which is exacerbated by scarce water resources management, subpar land use planning, lack of building code enforcement, and limited capacity to react to natural disasters. Djibouti is increasingly confronted to natural hazards, including multi-annual droughts, frequent flash floods, frequent earthquakes, volcanism and fires fueled by droughts. The latest climate change linked event occurred in May 2018 (Cyclone Sagar) preceded by a decade of recurrent droughts and has resulted in thousands of people displacement. According to the Global Climate Risk Index in 2017, Djibouti was the only East African state ranked among the top 50 countries most affected by extreme climate events (Djibouti: 37th).

GENERAL ACTIVITY GUIDANCE:

Ensure that the immediate emergency needs of the victims are met by providing:

1. Blankets
2. Plastic Shelter Sheets
3. Water Pumps
4. Water Reservoirs
5. Undertake cleaning of debris and waste
6. Purchase equipment including, brooms, wheelbarrows, bushes for cleaning of debris and waste

1: Comprehensive needs assessment and Recovery Plan

A government-led humanitarian rapid assessment was undertaken on 27-28 November with the participation of 50 staff from the government, SEGRC; the city council, the statistic department, UN and NGOs were dispatched to different neighborhoods of Djibouti to interview key informants, ascertain the scale and scope of the flooding, determine the number of affected people and the immediate needs of the affected communities. Other teams carried out a similar exercise in the regions.

The assessment found **major concerns among the population with regards to sanitation, food security, NFI/shelter and health, especially among the most disadvantaged families and vulnerable groups**, including those whose houses were flooded for several days, and ‘people on the move’ (e.g. refugees, migrants). Vulnerable groups highlighted by the key informants include children, widows, elderly and the disabled. Many have limited mobility and are unable to repair their damaged homes. Of particular concern is the event’s impact at household level, particularly as 20.8 per cent of the population in Djibouti lives in a situation of extreme poverty and 35.3 per cent of global poverty¹ and many households has limited ability to cope with additional shocks. An estimated 15 percent of families are female-headed households (mostly widowed).

Social Affairs and Solidarity (MASS), in collaboration with other government departments, the Djibouti Red Crescent and the National Women Association organized assistance in 12 collective spaces (schools, community development centers) for more than 5,000 extremely vulnerable people, including 2,000 children under five years of age, and people living with disabilities across Djibouti. There, people were provided with hot meals and medical assistance. After four days, these displaced returned to their home or their families’. Still, one week after the start of the rains, in 14 out of 19 quarters of Djibouti town, key informants report that many people (up to 10,000 individuals) are still being hosted by friends and relatives across the city.

Schools are closed since 21 November. The Ministry of Education initial assessment indicate that at least 27 schools were flooded to different degrees, countrywide (18 in Djibouti, five in Arta and four in Tadjourah), with damages to roof, electricity, sanitary facilities and equipment reported. Many children have lost their school materials. All schools are being cleaned by the army and the security forces. Similarly, some eight Community Development Centres which are point of reference for affected communities during similar disasters, registered also some damages because of the flooding. There are reports of damages to health facilities, but its extent requires further assessment.

Some 250,000 people have been affected, countrywide, and 150,000 are in need of immediate humanitarian assistance. In Djibouti city alone, 200,000 were affected and 120,000 (including migrants and refugees) require immediate relief support. Some 10 people (7 children) have reportedly been killed.

¹ EDAM4 assessment

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Outside of this activity, UNDP will provide capacity enhancement to the Ministry of Interior and the relevant technical Ministries to lead and coordinate recovery activities, rapid needs assessment to address existing data gaps. The impact will be measured according to the establishment of a rapid needs' assessment and coordination of community-based recovery activities.

2: Emergency Response and Resilience Capacity Enhancement

Djibouti was the only East African state ranked among the top 50 countries most affected by extreme climate events on the Global Climate Risk Index in 2017 (Djibouti: 37th). Beyond availing critical needs on the first point of emergency announcement, it is critical to reinforce the disaster response capacity. Within the existing perimeters of disaster risk management and response mechanisms put in place by the government, an effective and targeted disaster preparedness and response mechanisms need to be developed. UNDP will work with the partners to assess the existing road and drainage systems and capacities to support hydrodynamic modelling and drainage simulation planning.

This impact of this general activity will be that the government has key elements to establish disaster preparedness and coordination mechanisms to reduce the losses and damages due to similar natural disaster in the future.

This post flood clean-up campaign endorsed and launched by the Prime Minister will serve as a basis for development of evidence based, youth led and need based evacuation, response and livelihood recovery plan. The Livelihood Recovery Plan will be prepared based on the three-track approach of the "UNDP Guide on Livelihoods and Economic Recovery in crisis and post crisis contexts: This impact of this output will be that the government has key elements to establish disaster preparedness and coordination mechanisms to reduce the losses and damages due to similar natural disaster in the future.

3.1 PARAMETERS

Target beneficiaries: Between 150,000 and 250,000 people living in the areas affected by floods will benefit from this project. A special attention will be given to target the most vulnerable people (children, youth, women, people with disabilities, positive people to HIV, TB or malaria) in the planned activities.

Geographic focus: Geographically, the project will focus on a set of core areas particularly affected by flash floods. It includes Djibouti city, Arta and Tadjourah regions.

Sustainability: UNDP Country Office has demonstrated comprehensive approach for the recovery and rehabilitation for climate-displaced population on a previous project. This project will ensure that activities are closely coordinated with and the results are owned and sustained by the relevant government departments after the project's closure.

The longer-term sustainability of the effort will be ensured by working with the government and UN agencies to advocate for durable solutions to address the multi-dimensional challenges of the natural disasters preparedness in Djibouti.

Gender: Gender-sensitive work of UNDP promotes gender equality and women's economic and social empowerment. It is gender-responsive in both design and process. The needs, concerns, and

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priorities of both women and men are considered in designing the project. A special attention will be given so women are consistently part of the decision-making process and hold leadership positions in the organizations that carry out the work.

4. ACTIVITIES DESCRIPTION:

The following interventions respond to the immediate needs of the flood victims.

Blankets	5.78	3000	17,340
Water tanks (1000L)	345.14	7	2,416
Water tanks (2,000L)	596.4	4	2,386
Water pumps 3pouce with 300m tuyau	2330	6	13,980
Water pumps 3pouce with 20m tuyau	1072	2	2,144
Tents (4*6m)	8.47	300	2,541
Tents (10*2m)	67.8	146	9,899
Boots	14.17	700	9,919
Restoring Djibouti together campaign			31,968
Subtotal			92,592
<u>GMS@ 8%</u>			7,408
Total			100,000

***Restoring Djibouti together campaign: \$31,968**

- Cleaning campaign to clear the debris and waste following the massive rainstorm
- Purchase of equipment for cleaning

Following the severe rainfall the Ministry of Social Affairs and Solidarity (MASS), in collaboration with other government departments, the Djibouti Red Crescent and the National Women Association organized assistance in 12 collective spaces (schools, community development centers) for more than 5,000 extremely vulnerable people, including 2,000 children under five years of age, and people living with disabilities across. The immediate supplies will be provided to the affected and vulnerable families in these shelters. UNDP will purchase the water

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pumps, reservoirs, cleaning supplies and equipment purchased in country and after use will be handed over to the government for future use to be provided to the Civil Protection authority.

The distribution of the relief items will be done by the Ministry of Social Affairs and Solidarity (MASS), to respond to the immediate needs of the population.

The cleaning campaign will be conducted in partnership with the civil societies and youth networks. UNDP will conduct social mobilization activities to motivate the Djiboutian youth to volunteer in the campaign. The equipment purchased for the cleaning will be provided and distributed to the participating civil societies.

Lessons learned would be developed, captured and effectively disseminated to ensure Strengthening the national, regional and global knowledge exchange and networking.

**ATTACHMENT C - MANDATORY STANDARD PROVISIONS FOR
COST-TYPE AGREEMENTS WITH PUBLIC INTERNATIONAL
ORGANIZATIONS (PIOs)**

M.1 Allowable Costs (April 2011)

- a. The recipient must use funds provided under this agreement for costs incurred in carrying out the purposes of the agreement that 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 agreement.
 - 3) “Allowable” means the costs are reasonable and allocable and conform to any limitations set forth in the agreement.
- b. The recipient is encouraged to obtain the USAID Agreement Officer’s written determination in advance whenever the recipient is uncertain as to whether a cost will be allowable.

M.2 Amendment (April 2011)

The parties may amend the agreement, in writing, by mutual agreement, either by formal amendment to the agreement, or by an exchange of letters between the USAID Agreement Officer and the recipient.

M.3 Nonliability (April 2011)

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

M.4 Notices (April 2011)

Any notice given by USAID or the recipient must be in writing and delivered in person, mailed, or transmitted electronically by email or fax. Notices to USAID must be sent to the USAID Agreement Officer at the address specified in the agreement and to any designee specified in the agreement. Notices to the recipient will be sent to the recipient’s address specified in the agreement and to any designee specified in the agreement. Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

M.5 Payment (Cost-Reimbursement) (August 2018)

The recipient must submit to the paying office indicated in the agreement an original and three copies of SF-1034 (available at <http://www.gsa.gov/portal/forms/download/115462>) and SF-1035 (available at <http://www.gsa.gov/portal/forms/download/115466>), normally once a month, but in any event no less than quarterly. Where the recipient submits to the paying office an electronic submission, additional copies of SF-1034 and SF-1035 are not required. Each

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voucher must be identified by the agreement number and must state the total costs for which reimbursement is being requested.

M. 6 Audit and Records (November 2019)

- a. The recipient is required to maintain books, records, documents, and other evidence (together, the “account records”) that, in reasonable detail, accurately and fairly reflect the transactions of the agreement. The recipient confirms that its financial statements prepared from the account records comply with the financial regulations, rules, policies, and procedures of the recipient and internationally accepted accounting standards. The recipient must maintain the account records after the final disbursement of funds under the agreement in accordance with the recipient’s records retention policy, or for at least three years, whichever is longer.
- b. The recipient confirms that its financial statements relating to the agreement will be subject to audit in accordance with the applicable financial regulations, rules, policies, and procedures of the recipient. The recipient will notify USAID when reports are available from the recipient’s external and internal oversight bodies. Upon USAID’s reasonable request, the recipient will provide further available relevant information from the applicable external and internal oversight bodies on report findings and recommendations related to USAID-funded activities, including implementing partners’ activities, unless disclosure of such information would be inconsistent with the recipient’s rules and procedures concerning disclosure of information.
- c. 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 the recipient. If the recipient’s internal oversight body determines the need for a special independent audit, it will determine the scope and plan for any such audit in consultation with the recipient and USAID as appropriate. The costs of such an audit will constitute allowable costs under the agreement.
- d. USAID may undertake spot checks related to activities funded by USAID. It is agreed that USAID may request and the recipient will provide, in a timely fashion, access to financial information required for such spot checks in accordance with procedures that will be mutually agreed by the parties. It is understood that representatives of USAID will be given access to the site of the project and/or the headquarters of the recipient. The recipient will provide all relevant financial information and clarifications to USAID representatives and will explain, with appropriate concrete examples, how the accounts are managed and the procedures used to ensure transparency and accuracy in the accounts. Access to relevant financial information will be planned and coordinated by USAID and the recipient in advance. It is understood that such spot checks will not constitute financial, compliance or other audits of USAID-funded activities, and are undertaken in a manner consistent with the UN’s Single Audit Principle. The costs of such spot checks will be borne by USAID.

M.7 Refunds (Standard) (2019)

- a. If the recipient earns interest on U.S. Government advances before expending the funds for program purposes, the recipient must remit the interest annually to USAID in the

same manner as funds were disbursed. Interest amounts up to \$500 per year may be retained by the recipient for administrative expenses.

- b. Funds obligated by USAID, but not disbursed to the recipient before the agreement expires or is terminated must revert to USAID, except for funds committed by the recipient to a legally binding transaction applicable to the agreement. Any funds advanced to, but not disbursed by, the recipient before the agreement's expiration or termination must be refunded to USAID, except for funds committed by the recipient to a legally binding transaction applicable to the agreement.
- c. If the USAID Agreement Officer determines, in consultation with the recipient, that USAID funds provided under the agreement have been expended for purposes not in accordance with the terms of the agreement, the recipient must refund that amount to USAID.

M.8 Agreement Budget Limitations and Revisions (August 2018)

- a. The approved agreement budget is the financial expression of the recipient's program as approved during the agreement process. USAID is not obligated to reimburse the recipient for any costs incurred in excess of the total amount obligated under the agreement.
- b. The recipient must immediately request approval from the USAID Agreement Officer when there is reason to believe that, within the next 30 calendar days, a revision of the approved agreement budget will be necessary for any of the following reasons:
 - (1) To change the scope or the objectives of the program;
 - (2) To revise the funding allocated among program objectives by more than 10 percent of the total budget amount unless the agreement states otherwise;
 - (3) To request additional funding for the program; or
 - (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 agreement, whichever is greater.
- c. The recipient will not be obligated to continue performance under the agreement (including actions under the "Termination Procedures" provision) or otherwise to incur costs in excess of the total amount obligated under the agreement, unless and until the USAID Agreement Officer notifies the recipient in writing that the obligated amount has been increased and specifies the new agreement total amount.

M.9 Termination Procedures (Standard) (April 2011)

The agreement may be terminated by either party, in whole or in part, at any time with ninety (90) days written notice of termination. After receiving a termination notice from the USAID Agreement Officer, the recipient must take immediate action to cease all expenditures financed by the agreement and to cancel all unliquidated obligations if possible. The recipient may not enter into any additional obligations under the agreement after receiving the notice of termination, other than those reasonably necessary to close out the agreement. 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

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unexpended USAID funds that are not obligated by a legally binding transaction applicable to the agreement. 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 no later than 120 days after the effective date of termination. The USAID Agreement Officer must determine the amount(s) to be paid by USAID to the recipient under the claim in accordance with the "Allowable Costs" provision of the agreement.

M.10 Financial Management, Procurement, and Evaluation (April 2011)

To the extent not inconsistent with other provisions of the agreement, USAID and the recipient understand that funds made available to the recipient must be administered in accordance with the recipient's own policies and procedures, including its financial, procurement, evaluation, and anti-fraud and corruption policies and procedures.

M.11 Dispute Resolution (April 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 agreement.

M.12 Alt I Title to and Disposition of Property (UN agreements) (August 2018)

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 property financed under the award will be made in accordance with **UNDP Policies**. [GC or RLO should review any cited organization policies prior to their inclusion in this provision to ensure that the proposed disposition outcomes are in accordance with USAID's expectations.]

M.13 USAID Disability Policy (Standard) (August 2018)

USAID requires that the recipient not discriminate against persons with disabilities in the implementation of USAID-funded programs. One of the objectives of 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 as appropriate.

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M.14 Terrorist Financing Clause (UN) (April 2011)

Consistent with numerous United Nations Security Council resolutions, including **S/RES/1269 (1999)** ([http://www.securitycouncilreport.org/atf/cf/%7B65BFCF9B-6D27-4E9C-8CD3-CF6E4FF96FF9%7D/Terrorism S RES 1269.pdf](http://www.securitycouncilreport.org/atf/cf/%7B65BFCF9B-6D27-4E9C-8CD3-CF6E4FF96FF9%7D/Terrorism%20S%20RES%201269.pdf))), **S/RES/1368 (2001)** ([http://www.un.org/en/ga/search/view_doc.asp?symbol=S/RES/1368 %282001%29](http://www.un.org/en/ga/search/view_doc.asp?symbol=S/RES/1368%20(2001)))), and **S/RES/1373 (2001)** ([https://www.un.org/en/ga/search/view_doc.asp?symbol=S/RES/1373%20\(2001\)](https://www.un.org/en/ga/search/view_doc.asp?symbol=S/RES/1373%20(2001))), 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 agreement are used to provide support to individuals or entities associated with terrorism.

M.15 Trafficking in Persons (August 2018)

Trafficking in persons (as defined in the [Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children](#), supplementing the UN Convention against Transnational Organized Crime) represents a significant human-rights concern to the United States and the international community. The recipient agrees not to engage in trafficking in persons during the performance of this agreement.

M.16 Prohibition on Federal Contracting with and Providing Federal Assistance to Entities that Require Certain Internal Confidentiality Agreements (August 2018)

The Recipient must not require employees, subrecipients, or contractors to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees, subrecipients, or contractors from lawfully reporting such waste, fraud, or abuse to the Recipient's investigatory body. If USAID determines that Recipient is not in compliance with this requirement, USAID may seek remedies under this Agreement, including disallowing otherwise allowable costs.

M. 17 Fraud, Corruption, and Other Prohibited Conduct (November 2019)

- a. The parties have a zero-tolerance approach toward fraud, corruption, and other prohibited conduct, as defined below, which applies to all staff members, consultants, and other individual independent contractors, institutional contractors, and implementing partners receiving funding provided under this agreement.
- b. For purposes of this provision, prohibited conduct is defined according to the recipient's applicable regulations and policy on fraud and corruption, provided the following practices are included therein:
 1. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of a public official;

2. “Fraudulent practice” means any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit, or to avoid an obligation;
 3. “Collusive practices” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 4. “Coercive practices” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and
 5. “Obstructive practices” means deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a recipient investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or acts intended to materially impede the exercise of recipient’s contractual rights of audit or access to information.
- c. Prevention of prohibited conduct. The parties are firmly committed to take all necessary precautions to avoid and address prohibited conduct. The recipient will maintain appropriate standards that govern the conduct of its personnel related to prohibited conduct as set forth in the recipient’s applicable staff regulations and rules, financial regulations and rules, and policies and procedures.
 - d. Action regarding knowledge of prohibited conduct. With respect to knowledge of any actual, suspected, or alleged prohibited conduct, the recipient agrees that it has in place a suitable mechanism for a complete and comprehensive reporting of such conduct. When prohibited conduct is reported, the recipient’s internal oversight body will take timely action as determined to be appropriate. When the recipient’s internal oversight body determines an investigation is appropriate, the investigation will be conducted in accordance with the recipient’s regulations, rules, policies, and procedures.
 - e. Cooperation with regard to information concerning prohibited conduct. The recipient and USAID agree to promptly bring knowledge of prohibited conduct in relation to the agreement, of which the recipient or USAID has been informed or has otherwise become aware, to the attention of the recipient’s internal oversight body. When the recipient becomes aware of credible allegations of prohibited conduct, the recipient will promptly inform the USAID Office of the Inspector General (OIG), and upon reasonable request, the recipient agrees to provide further available relevant information, unless disclosure of such information would be inconsistent with the recipient’s rules and procedures concerning disclosure of information.
 - f. Any information or documentation provided in accordance with subparagraph e. above will be treated by USAID OIG with utmost discretion in order to ensure, inter alia, the probity of any investigation, protect sensitive information, maximize the prospect of recovery of funds, ensure the safety and security of persons or assets, and respect the due process rights of all involved. OIG will presume information/documentation to be confidential, deliberative, and investigatory and will ensure that information/documentation provided to USAID personnel will be

- available solely to those who strictly require access to such information/documentation. Any disclosure of such information/documentation beyond such personnel will require notification and consultation with the recipient. USAID and OIG will obtain the express written authorization of the recipient before disclosing any such information/documentation in a judicial proceeding or to the public, unless disclosure is otherwise required by law and is not subject to the recipient's privileges and immunities under international and/or federal law (such as information/documentation constituting UN archives).
- g. Where an investigation has concluded that prohibited conduct has occurred, the recipient will give proper consideration to referring the matter to the appropriate member state authorities.
 - h. In the event that the recipient determines that any USAID funds have been lost due to prohibited conduct, such loss will be dealt with in accordance with the applicable financial rules, regulations, policies, and procedures of the recipient and the M.7 Refunds provision.
 - i. In the event that USAID reasonably believes that timely and appropriate action has not been taken, it has a right to direct consultations to be established at a senior level between USAID and the recipient in order to obtain assurance that the recipient's oversight and accountability mechanisms have been or are being fully applied in connection with such allegations.

M. 18 Monitoring, Review, and Evaluation (November 2019)

- a. USAID and the recipient will promptly inform each other about any condition/event/situation which interferes or threatens to interfere with the successful implementation of any activity financed in full or in part by USAID.
- b. The recipient will be responsible for the monitoring and regular review of activities carried out under this agreement. For activities under this agreement, the cost of monitoring and review will constitute an allowable cost.
- c. The evaluation of programs hereunder will be subject to the provisions of the recipient's evaluation policy and procedures as from time to time approved or amended by the recipient's Executive Board/Head or governing body, if applicable. The costs of any program-level evaluations will be included in the program budget and will constitute an allowable cost.
 - (1) Unless otherwise decided by the recipient's Executive Board/Head or other governing body, final evaluation reports and management responses, as applicable, are publicly disclosed by the recipient in accordance with the recipient's rules and procedures governing public disclosure of evaluations. The recipient will forward without delay to USAID any review or evaluation report pertaining to the activities funded under this agreement, or it will inform USAID that such report is available at the recipient's website.
 - (2) The recipient will each year, pursuant to the recipient's regulations, rules, policies, and procedures, inform USAID about the schedule for reviews and evaluations planned for the following twelve (12) months, insofar as they concern activities funded under the agreement.

- d. The foregoing provisions regarding evaluation of projects funded under this agreement will not preclude that USAID may, separately or jointly with other financing partners and with prior written notice to the recipient, take the initiative to evaluate or review its cooperation with the recipient under this agreement, with a view to determining whether results are being or have been achieved and resources have been used for their intended purposes. In furtherance of such a review, the recipient agrees to allow access for site visits by USAID and/or its agents as necessary. It is understood that such evaluation or review will not constitute a financial, compliance, or other audit of any programs, projects, or activities funded under this agreement. Costs of such evaluations or reviews will be borne by USAID, unless otherwise agreed.

**ATTACHMENT D- REQUIRED AS APPLICABLE STANDARD
PROVISIONS FOR COST-TYPE AGREEMENTS WITH PUBLIC
INTERNATIONAL ORGANIZATIONS**

RAA.1 Reserved

RAA.2 Prohibition on Assistance to Drug Traffickers (2019) (Standard)

a. The recipient must make such reasonable efforts, as are necessary, to ensure that no funds or other support under the agreement are diverted in support of drug trafficking.

Drug trafficking means “any activity undertaken illicitly to cultivate, produce, manufacture, distribute, sell, finance or transport, or to assist, abet, conspire, or collude with others in illicit activities, including money laundering, relating to narcotic or psychotropic drugs, precursor chemicals, or other controlled substances.”

RAA.3 Reserved

RAA.4 Reserved

RAA.5 Publications and Media Releases (April 2011)

- a. If the recipient intends to identify USAID’s grant to any publication, video, or other information/media product resulting from the agreement, the recipient must obtain the approval of the USAID Bureau of Legislative and Public Affairs, in advance, in writing. 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.
- b. “This [publication, video, or other information/media product (specify)] was made possible through support provided by U.S. Agency for International Development Djibouti, under the terms of Award No. *72060320IO00001*. 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.”
- c. The recipient must provide USAID with one copy of all published works developed under the agreement and with lists of other written works produced under the agreement or a link to the relevant website.
- d. Except as otherwise provided in the terms and conditions of the agreement, the author or the recipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under the agreement, 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.

RAA.6 Foreign Government Delegations to International Conferences (August 2018)

Funds provided under the agreement must 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. The recipient may consult the USAID Agreement Officer for further information on what constitutes a foreign delegate to an international conference.

RAA.7 Reserved

RAA.8 Prohibition on the Promotion or Advocacy of the Legalization or Practice of Prostitution or Sex Trafficking (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. (The preceding sentence does not prohibit the provision to individuals of HIV 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.

(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, such as pharmaceuticals, medical supplies, logistics support, data management, and freight forwarding.

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(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 advisory and assistance services that involve giving advice about substantive policies of a recipient, giving advice regarding the activities referenced in (i) and (ii), giving advice regarding developments in industry, university, or foundation research, obtaining the opinions, special knowledge, or skills of noted experts, 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.

d. The recipient must insert this provision, which is a standard provision, in all subawards, procurement contracts or subcontracts.

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

RAA.9 Reserved

RAA.10 Reserved

RAA.11 Standards for Accessibility for Persons with Disabilities in USAID

Any construction activities authorized under the award must be limited to emergency construction (provision of plastic sheeting or tents, minor repair and upgrading of existing structures, rebuilding of part of existing structures or provision of temporary structures) intended to be temporary in nature.

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RAA.12 Reporting of Foreign Taxes (UN) (April 2011)

The recipient is not subject to taxation of activities implemented under the agreement based on its privileges and immunities as a public international organization (PIO). However, should it be obligated to pay taxes or duties related to the agreement, that the recipient does not anticipate being reimbursed, the recipient must notify the USAID Agreement Officer's Representative (AOR).

RAA.13 Reserved

RAA.14 Reserved