ACDI VOCA

Expanding Opportunities Worldwide

Fixed Obligation Grant	Donación de Obligación Fija
Between	Entre
ACDI/VOCA	ACDI/VOCA
And	Y
Corporación de Desarrollo Productivo del Cuero Calzado y Marroquinería – CDP-CUERO	**Corporación de Desarrollo Productivo del Cuero Calzado y Marroquinería – CDP-CUERO**
Period of Performance: December 7, 2012 to 9 January 2014. **Reference:** 1) CA # 514-A-11-00004 2) **GRANTEE's Application dated:** 3) **ACDI/VOCA Project Number:** J701A 4) **Subaward Number:** ACIP-03-096-G 5) **DUNS Number:** 883242941 **Total Value:**$296.500.000 **Total Estimated Costshare:** COP$296.510.000	**Período de Ejecución:** Diciembre 7, 2012 al 9 enero 2014 **Referencia:** 1) **Acuerdo de Cooperación #** 514-A-11-00004 2) **Fecha Solicitud del DONATARIO:** N/A 3) **Número de Proyecto de ACDI/VOCA:** J701A 4) **Numero de Subasignación:** ACIP-03-096-G 5) **Numero DUNS:** 883242941 **Costo Total:** COP$296.500.000 **Monto Estimado de Contrapartida:** COP$296.510.000
This Fixed Obligation Grant is accepted and shall be binding on both parties, except as otherwise provided for herein. An officer signing this document on behalf of Subrecipient referred to also as GRANTEE warrants that he has full authority to sign this document. Any notice required by this Agreement shall be in writing and delivered to the Chief of Party identified in Clause 4:	Esta Donación de Obligación Fija, es aceptada y debe ser vinculante para ambas partes, a excepción de lo expresado a contrario en este documento. El Representante que firme este documento a nombre del Subreceptor -también llamado DONATARIO-, garantiza que tiene total potestad para firmar el presente documento. Cualquier notificación requerida por el presente convenio, debe darse por escrito y ser entregado al Director del Programa identificado en la Cláusula No. 4.

ACDI/VOCA

Signature/Firma

Sergio Eduardo Rivas Velasco
Name/Nombre

Director del Programa
Title/Cargo

6 DE 2012.
Date/Fecha

Corporación de Desarrollo Productivo del Cuero Calzado y Marroquinería – CDP-CUERO

Signature/Firma

Name/Nombre

Corporación de Desarrollo Productivo del Cuero Calzado y Marroquinería NIT. 900.524.780-7

Representante Legal
Title/Cargo

DICIEMBRE 6 DE 2012.
Date/Fecha

SCHEDULE – GRANT AGREEMENT	CRONOGRAMA – ACUERDO DE DONACIÓN
This Fixed Obligation Grant (Grant) is made and entered into by and between ACDI/VOCA, a nonprofit organization operating under the laws of the State of Illinois in the United States of America, with offices located at 50 F Street, NW, Washington, DC and **Corporación de Desarrollo Productivo del Cuero Calzado y Marroquinería – CDP-CUERO** (referred to as "GRANTEE") a non-profit organization located at Calle 8 # 12-50 Cali.	Esta Donación de Obligación Fija (Donación), es pactado y firmado por y entre ACDI/VOCA, una organización sin ánimo de lucro, que opera bajo las leyes del Estado de Illinois, dentro de los Estados Unidos de América, con dirección de notificación en 50 F Street, NW, Washington, DC y **Corporación de Desarrollo Productivo del Cuero Calzado y Marroquinería – CDP-CUERO** (referido como "DONATARIO") una organización sin fin de lucro ubicada en la Calle 8 # 12-50 Cali.
ACDI/VOCA has entered into a Cooperative Agreement with the United States Agency for International Development (USAID) (CA No. 514-A-11-00004). In keeping with the authorities under the Cooperative Agreement, ACDI/VOCA agrees to support the GRANTEE's program in accordance with the terms of this Grant.	**ACDI/VOCA** ha suscrito un Acuerdo de Cooperación con la Agencia de Desarrollo Internacional de los Estados Unidos –USAID-, (CA No. 514-A-11-00004). De conformidad con las autoridades bajo el Acuerdo de Cooperación, ACDI/VOCA, conviene en apoyar el programa del DONATARIO conforme a los términos de la presente Donación.
Both parties agree as follows:	Las partes acuerdan lo siguiente:
1. **PURPOSE OF GRANT** The purpose of this Grant is to train 250 Afrocolombians and indigenous participants and ensure 80% employment in the sector of leather, footwear and leather goods in the city of Cali.	1. **OBJETIVO DE LA DONACIÓN** El objetivo de la presente donación es capacitar a 250 Afrodescendientes e Indígenas y garantizar la inserción laboral del 80% en el sector de cuero, calzado y marroquinería de la ciudad de Cali.
2. **PERIOD OF GRANT** This Grant is effective from December 7, 2012 through the completion date of January 9, 2014 or until termination pursuant to the terms of this Grant.	2. **PERÍODO DE LA DONACIÓN** Esta donación se considera efectiva desde Diciembre 7, de 2012, hasta la fecha de finalización, de Enero 9, 2014 o hasta la terminación de conformidad con los términos de la presente Donación
3. **TYPE OF GRANT** This is a **Fixed Obligation Grant.**	3. **TIPO DE DONACIÓN** Esta es una **Donación de Costo Fijo.**
4. **GRANT AMOUNT AND PAYMENT** The total amount of this grant for the period showed in 2 above is Colombian Pesos COP$296.500.000 (see annex 4, detailed budget). The ceiling amount shall not be changed under any circumstance without prior written approval from ACDI/VOCA. All funds provided under this grant shall be used solely for the purpose(s) described herein. Any funds used for any purpose other than those described herein shall be reimbursed to the ACDI/VOCA. The request for payment shall include a certification by the Grantee, provided as Annex 2.	4. **MONTO Y PAGO DE LA DONACION** El monto total de esta donación para el periodo mencionado en la cláusula número 2 es de COP$296.500.000 Pesos Colombianos (COP) (ver anexo 4, Presupuesto Detallado). El costo máximo establecido no debe ser modificado bajo ninguna circunstancia, sin la previa aprobación escrita de ACDI/VOCA. Todos los fondos dados bajo la presente donación se utilizaran únicamente para el propósito descrito en este documento. Los fondos utilizados para fines que no sean los descritos en este documento deberán ser reembolsados a ACDI/VOCA. La solicitud de pago deberá incluir una certificación por parte del donatario, ver Anexo 2.

The GRANTEE is expected to leverage additional cost share in order to complete the Grant activities. The estimated cost share amount under this Grant is COP$296.510.000.	Se espera que El DONATARIO apalanque los fondos adicionales como parte de su contrapartida, con el fin de completar las actividades establecidas en la Donación. El monto estimado de la contrapartida bajo esta Donación es de COP$296.510.000.
5. PROGRAM COORDINATION The GRANTEE shall actively coordinate their activities with the ACDI/VOCA Result Manager III, Giovanny Cuero. Any changes to the Milestone estimated dates must be approved in writing by Sergio Rivas, Chief of Party prior to the Milestone due date and issued as a modification to this grant.	**5. COORDINACIÓN DEL PROGRAMA** El DONATARIO coordinará activamente sus actividades con el siguiente funcionario de ACDI/VOCA Giovanny Cuero, Gerente de Resultado III. Cualquier cambio a las fechas estimadas para el cumplimiento de hitos, deben ser aprobadas por escrito únicamente por Sergio Rivas, Director de Programa, antes de su fecha límite y asignadas como una modificación a la presente donación.
Sergio Eduardo Rivas Velasco Chief of Party Afro-Colombian and Indigenous Program ACDI/VOCA Cra. 7 78-47 Bogotá, Colombia Email: Sergio.rivas@acdi-voca.org.co Telephone: 326 1666	Sergio Eduardo Rivas Velasco Director Programa para Afrocolombianos e Indígenas ACDI/VOCA Cra. 7 78-47 Bogotá, Colombia Email: Sergio.rivas@acdivoca.org.co Teléfono: 326 1666
6. MANDATORY STANDARD PROVISIONS FOR FIXED OBLIGATION GRANTS TO NON-GOVERNMENTAL RECIPIENTS All Standard Provisions attached to this agreement (Annex 1) are applicable to the GRANTEE.	**6. PROVISIONS ESTANDAR OBLIGATORIAS PARA DONACIONES DE OBLIGACIÓN FIJA A ORGANIZACIONES NO GUBERNAMENTALES** Todas las Provisiones Estándar adjuntos a esta donación (Anexo 1) son aplicables al DONATARIO.
7. REQUIRED MILESTONES Funds will be disbursed under this FOG upon the successful completion and acceptance of each identified milestone in accordance with the terms of this award.	**7. HITOS REQUERIDOS** Los recursos serán desembolsados bajo esta Donación, hasta la finalización y aceptación exitosa de cada uno de los Hitos establecidos de acuerdo a los términos del presente contrato.
MILESTONE 1 - Work Plan that includes: a) Report of the employment needs of the Industrial Union of Footwear "Vallecaucanos" - UNIVAC. b) A detailed report about the project advertising, selection of the 250 beneficiaries and their induction processes. (Images, advertising pieces, listings and registration fees) c) Detailed report about the technical training for employment by competency of Module 1 beneficiaries: Introduction to assembly of leather goods (attendance, photographic records and evaluation forms) d) Progress report of the committed cost-share to the date below along with supporting documentation. Completion date for Milestone: March 20, 2013 Total value for Milestone: COP $86.810.000	**HITO 1 - Documento Diagnóstico que contenga:** a) Informe de las necesidades de empleo en la Unión de Industriales Vallecaucanos de Calzado - UNIVAC. b) Informe detallado sobre proceso de promoción del proyecto, selección de 250 beneficiarios y su Inducción. (Imágenes, piezas publicitarias, listados de inscripción y matrículas) c) Informe detallado de la Formación Técnico laboral por competencias de los beneficiarios del módulo 1: Generalidades de armado de artículos de cuero (lista de asistencia, registros fotográficos y formatos de evaluación) d) Reporte de avance de la contrapartida comprometida hasta la fecha y documentación de respaldo requerido Fecha de Cumplimiento: 20 de marzo de 2013 Valor Total del Hito: COP$86.810.000
MILESTONE 2 –Technical Progress Report including:	**HITO 2 - Informe técnico de Avance, que incluya:**

a) A detailed report of the Technical Vocational Training by Competency of Module 2: To get ready the shoe sewing machines and Module 3: Career Guidance Workshops. (attendance, photographic records and evaluation forms) b) Graduation Event: (detailed list of diplomas delivered and photographic records) c) Report of the beneficiaries who are in the internship stage (database of the companies where the beneficiaries are making their internship) d) Report of the beneficiaries employment relationship (copies of tests in the selection process of beneficiaries and photocopy of signed contracts) 6. Progress report of the committed counterpart so far with supports required. Completion date for Milestone: June 20, 2013 Total value for Milestone: COP $70.810.000	a) Informe detallado sobre la Formación Técnico Laboral por competencias del Módulo 2: Alistar máquinas de costura del calzado y el Módulo 3: Talleres de Orientación Profesional. (lista de asistencia, registros fotográficos y formatos de evaluación) b) Evento de Graduación: (lista detallada de diplomas entregados y registros fotográficos) c) Reporte de los beneficiarios que se encuentran en la etapa de práctica laboral (base de datos de las empresas donde los beneficiarios están realizando la práctica) d)Informe de vinculación laboral de los beneficiarios (copias de pruebas del proceso de selección de los beneficiarios y fotocopia de los contratos firmados) 6. Reporte de avance de la contrapartida comprometida hasta la fecha y documentación de respaldo requerido. Fecha de Cumplimiento: 20 de junio de 2013 Valor Total del Hito: COP $70.810.000
MILESTONE 3 –Technical Report, that includes a) Support and follow-up on beneficiaries' employment b) Report of the commercial sample VIII version of the International Pacific Leather Exhibition. (Business Conference, Exhibitors Directory, photographic record of the event and advertising pieces) c) Progress report of the committed costshare as of the date below with supporting documentation. Completion date for Milestone: September 20, 2013 Total value for Milestone: COP $68.940.000	**HITO 3 - Informe Técnico, que detalle:** a) El apoyo y seguimiento a la vinculación laboral de los beneficiarios b) Informe de la muestra comercial de la VIII versión de Exposición Internacional del Pacific Leather. (Rueda de Negocio, Directorio de expositores, registro fotográficos y piezas publicitarias del evento) c)Reporte de avance de la contrapartida comprometida hasta la fecha y documentación de respaldo requerido Fecha de Cumplimiento: 20 de septiembre 2013 Valor Total del Hito: COP$ 68.940.000.
MILESTONE 4- Final Report that includes: a) Detailed report about the monitoring of the employment of the 200 beneficiaries b) 3 Diversity and Inclusion protocols signed by the Guild of Industrial companies "Vallecaucanos" footwear, leather and leather goods UNIVAC. (Photocopy of the protocols signed) c) Final document with an outline with the experience of this project (physical and electronic) d) Progress report of the committed costshare with supporting documentation. Completion date for Milestone: December 22, 2013 Total value for Milestone: COP $68.940.000	**HITO 4 - Informe Final, que incluya:** a) Informe detallado del seguimiento a la Vinculación Laboral de los 200 beneficiarios b) 3 Protocolos de Diversidad e Inclusión firmados por las empresas del gremio de Industriales Vallecaucanos del calzado, cuero y Marroquinería UNIVAC. (fotocopia de los protocolos firmados) c) Documento final sistematizado con la experiencia de este proyecto (medio físico y magnético) d) Reporte de avance de la contrapartida comprometida hasta la fecha y documentación de respaldo requerido. Fecha de Cumplimiento: 22 de diciembre 2013 Valor Total del Hito: COP$ 68.940.000.

8. INSPECTION	INSPECCION
a) Payment Terms: ACDI/VOCA agrees to pay the GRANTEE within 30 days of an inspection and acceptance of the deliverables/milestones and the submission by the GRANTEE of a signed certification of milestone completion (Annex 2). Should the deliverables/milestones not be acceptable to ACDI/VOCA or not correspond to the specifications and standards of this Grant, the GRANTEE shall be instructed in writing to correct the defect within a 10 days from notice. ACDI/VOCA also reserves the right to request additional information or documentation or conduct field visits to verify successful completion of identified milestone. In such an event the GRANTEE shall be instructed in writing as to the additional action required prior to the acceptance of the deliverable/milestone.	a) Términos de Pago: ACDI/VOCA se obliga a pagar al DONATARIO después de los 30 días, una vez realizada la inspección y aceptación de los entregables/hitos; y la entrega de una certificación firmada por parte del DONATARIO donde se estipule la finalización por cumplimiento de Hitos (Anexo 2). Si los entregables/hitos llegaran a no ser aceptables para ACDI/VOCA, o no correspondan a las especificaciones y estándares de la presente Donación, el DONATARIO deberá recibir instrucciones por escrito para que corrija a satisfacción el defecto, en un plazo de 10 días, una vez recibida la notificación. ACDI/VOCA también se reserva el derecho de solicitar información o documentación adicional, además de realizar visitas de campo para la verificación de la finalización exitosa de los hitos previamente identificados. En tal caso, el DONATARIO deberá recibir instrucciones por escrito en cuanto a la acción adicional requerida, previamente a la aceptación de los entregables/hitos.
b) Monitoring and Evaluation: ACDI/VOCA staff may from time to time monitor and confirm the achievement of milestones. Additionally, the Grant may be subject to external evaluation to ascertain impact. In such cases of examining and verifying achievement of targets and impact, the GRANTEE shall cooperate fully with ACDI/VOCA or its assigned evaluator.	b) Monitoreo y Evaluación: Los funcionarios de ACDI/VOCA, podrán sin previo aviso monitorear y confirmar el logro de los Hitos propuestos. Adicionalmente, la Donación podrá estar sujeta a una evaluación externa con el fin de comprobar el impacto generado. En tales casos de inspeccionar y verificar el logro de metas e impacto, el DONATARIO deberá cooperar cumplidamente con ACDI/VOCA o el evaluador asignado.
c) Environmental Component: The GRANTEE accepts its obligation to implement, execute and monitor all the activities included in the "Environmental Management Plan" (Mitigation Meaures, Environmental Best Practices, Training Plan and Persuap) which make up the environmental review approved by USAID and is incorporated in this document for reference. The ACDI/VOCA regional office will train and assist the grantee in writing the report which should be kept updated every quarter through the MONITOR System and when the operator requests an update. Classfied activities by categoric exclusion in the MONITOR System do not require environmental report presentation. The Beneficiary will assume the responsibility to guarantee the correct implementation of the Environmental Management Plan. Additionally, ACDI/VOCA and USAID will reserve the right to carry out visits on the field whenever considered necessary. The failure to fulfill all or part of the Management Plan without due justification may result in the partial or total suspension of the project.	C) Componente Ambiental: El Donatario acepta su obligación de implementar, ejecutar y vigilar todas las actividades incluidas en el "Plan de Manejo Ambiental" (Medidas de Mitigación, Buenas Practicas Ambientales. Plan de Capacitación y Persuap) el cual forma parte de la Revisión ambiental aprobada por USAID incorporada a este documento por referencia. La oficinal Regional ACDI/VOCA capacitará y acompañará al donatario en la elaboración de este informe el cual debe mantenerse actualizado a través del Sistema MONITOR de manera trimestral y cuando el operador lo solicite. Actividades clasificadas por el sistema MONITOR con exclusión categórica, no requieren presentación de reportes ambientales El Beneficiario asumirá la responsabilidad por garantizar la correcta implementación del Plan de Manejo Ambiental. Adicionalmente, ACDI/VOCA y USAID se reservará el derecho a realizar verificaciones en el campo según lo considere necesario. El incumplimiento total o parcial del Plan de Manejo sin la debida justificación, puede traer como consecuencia la

	suspensión parcial o total del proyecto

9. TERMS	9. TÉRMINOS
A. WARRANTY The GRANTEE warrants that its performance of this Grant does not violate any applicable law, rule or regulation. The GRANTEE warrants that it shall perform this Grant in a timely and professional manner with necessary skill and diligence and that the services provided herein meet or exceed the prevailing practices and standards of the trade from which the services are provided. To the extent that the GRANTEE is held financially responsible for any deficiencies in the services performed, by ACDI/VOCA, the GRANTEE agrees to cure such deficiencies at the sole cost to the GRANTEE.	A. GARANTÍA El DONATARIO garantiza que el desempeño de esta donación no viola ninguna ley, regla o regulación aplicable. El DONATARIO garantiza que deberá desempeñar esta Donación de una forma oportuna y profesional con habilidades y agilidades necesarias, y que los servicios suministrados aquí, igualan o sobrepasan las prácticas y estándares predominantes de la oferta del mercado, bajo el cual son suministrados los servicios. En la medida que el DONATARIO sea financieramente responsable por cualquier deficiencia en los servicios desempeñados, por ACDI/VOCA, el DONATARIO acuerda en reparar tales deficiencias bajo el gasto exclusivo del DONATARIO.
B. ASSIGNMENT The GRANTEE shall not assign, subcontract or transfer all or any portion this Grant or any of its obligations hereunder without the express, prior written permission of ACDI/VOCA.	B. CESION El DONATARIO no podrá asignar, subcontratar o transferir total o parcialmente, la presente Donación o ninguna de sus obligaciones citadas a continuación, sin el previo y expreso permiso escrito de ACDI/VOCA.
C. INDEPENDENT PARTY The GRANTEE shall comply with all applicable laws and assume all risks incident to its status as an independent organization. This includes, but is not limited to: compliance with all applicable laws, responsibility for all applicable taxes, licenses, fees, insurance, etc. Neither the GRANTEE nor anyone employed by it shall be, represent, act or be deemed to be an agent, representative or employee of ACDI/VOCA. ACDI/VOCA shall not withhold, from sums becoming payable to the GRANTEE, any amounts for Income Tax, Social Security Taxes or any other form of governmental obligation. All payments made under this GRANT are gross payments, and the GRANTEE is responsible for all income taxes, social security payment and other taxes that might be accrued.	C. EXCLUSION DE LA RELCACION LABORAL El DONATARIO deberá cumplir con todas las leyes aplicables y asumirá todos los riesgos que inciden sobre su estado como una organización independiente. Esto incluye, pero no se limita a: El cumplimiento de todas las leyes aplicables, responsabilidad de todos los impuestos aplicables, licencias, tasas, seguros, etc. Ni el DONATARIO ni ningún funcionario del mismo, será, representará, actuará o se considerará, ser un agente, representante o empleado de ACDI/VOCA. ACDI/VOCA no redra de las sumas a ser canceladas al DONATARIO, ningún monto de Impuesto sobre Renta, Impuestos de Seguridad Social o cualquier otra forma de obligación gubernamental. Todos los pagos realizados bajo la presente DONACIÓN son pagos brutos, y el DONATARIO es responsable por el pago de todos los impuestos sobre la renta, pago de Seguridad Social y otros impuestos que se deriven de dichas acciones y puedan ser acumulados.
D. CONFIDENTIAL INFORMATION Both Parties agree to take all steps reasonably necessary to hold the other Party's proprietary, confidential and trade secret information in trust and confidence. It is the responsibility of the Parties to clearly identify such information as "Proprietary".	D. INFORMACION CONFIDENCIAL Ambas Partes concuerdan en tomar todos los pasos razonablemente necesarios para mantener bajo confianza y confidencialidad, la información de comercio secreta y confidencial de propiedad de la otra Parte. Es la responsabilidad de las Partes el identificar claramente tal información como de su "Propiedad".
E. FORCE MAJEURE ACDI/VOCA and the GRANTEE shall be mutually relieved from any liability as a result of the onset of a force majeure condition. For the purposes of this GRANTEE, "Force Majeure" means an event which is beyond the	E. FUERZA MAYOR ACDI/VOCA y el DONATARIO deben ser mutuamente eximidas de cualquier responsabilidad como resultado del comienzo de una condición de fuerza mayor. Para los propósitos de la presente Donación, "Fuerza Mayor"

reasonable control of a party to this GRANTEE and which makes performance of obligations under the GRANTEE impossible or so impractical as reasonably to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

significa un evento que está más allá del control razonable de una parte para la presente Donación, y que hace que el desempeño de las obligaciones bajo la presente Donación sean imposibles de realizar, poco viables o razonablemente ser consideradas imposibles bajo las circunstancias, e incluye pero no está limitada a: guerra, rebeliones, desorden civil, terremoto, fuego, explosión, tormenta, inundación u otra condición climática adversa, huelgas, cierres u otra acción industrial (excepto donde las huelgas, cierres u otra acción industrial están bajo el poder de la Parte invocando a la prevención de la Fuerza Mayor), confiscación o cualquier otra acción realizada por las agencias del gobierno.

F. GEOGRAPHIC CODE

The authorized Geographic Code for procurement of goods and services under the proposed award is 937 (United States, Colombia and other developing countries but not advanced developing countries. Additional information on this code may be obtained from the Chief of Party. The GRANTEE must ensure that all services and commodities procurements meet the above mentioned source and nationality requirements. If services or commodities not complying with Geographic Code 937 are to be procured, the GRANTEE must request and justify a waiver and the need for such waiver(s) must be noted in writing.

F. CÓDIGO GEOGRÁFICO

El código geográfico para la obtención de bienes y servicios bajo la presente adjudicación es 937 (Estados Unidos de América, Colombia y otros países en desarrollo pero no los países de desarrollo avanzados). Información adicional sobre este código puede ser obtenida por el Director del Programa. El DONATARIO debe asegurar que las adquisiciones de servicios y materiales cumplen los requerimientos de fuentes y nacionalidades arriba mencionadas. Si servicios y materiales que no cumplen con el Código Geográfico 937, necesitan ser adquiridos, el DONATARIO debe solicitar y justificar una renuncia y la necesidad de dicha renuncia(s) deben ser notificadas por escrito.

G. BRANDING AND MARKING

As a condition of receipt of this subaward, marking with the USAID Identity of a size and prominence equivalent to or greater than the recipient's, subrecipient's, other donor's or third party's is required. In the event the recipient chooses not to require marking with its own identity or logo by the subrecipient, USAID may, at its discretion, require marking by the subrecipient with the USAID Identity. The subrecipeint must adhere to the information contained in Branding and Marking strategy in Annex 3.

G. NOMBRE Y MARCA

Como una condición para la aceptación de esta donación, es requerido marcar con la identidad de USAID de un tamaño y prominencia equivalente o mayor a la de ACDI/VOCA, DONATARIO, otro donante o una tercera parte. En el caso que ACDI/VOCA escoja no requerir al DONATARIO marcar con su propia identidad o logo, USAID podrá, a su discreción, requerir al DONATARIO marcar con la identidad de USAID. El DONATARIO deberá de cumplir con la información contenido en la estrategia de Nombre y Marca en el Anexo 3.

H. PROHIBITED SOURCES

The GRANTEE may not charge under this grant any item which has a source/origin from any restricted countries, as designated by the US State Department. Restricted countries currently include, but are not necessarily limited to Cuba, Iran, Libya, North Korea, and Syria.

H. FUENTES PROHIBIDAS

El DONATARIO no podrá hacer cobro bajo la presente donación de ningún ítem que tenga como orígen o provenga de cualquiera de los países con restricciones, como los designados por el Departamento de Estado de los Estados Unidos. Los países con restricciones actualmente incluyen, pero no están necesariamente limitados a: Cuba, Irán, Libia, Corea del Norte y Siria.

I. TERMINATION

a) Termination for Convenience: All or part of this Grant may be terminated by ACDI/VOCA for its convenience. In such event, GRANTEE will be entitled to compensation for services performed up to the date of termination and for its

I. TERMINACIÓN

a) Terminación por Conveniencia: La presente Donación podrá ser parcial o totalmente terminada por parte de ACDI/VOCA de acuerdo a su conveniencia. En tal evento, el DONATARIO tendrá derecho a compensación por

allowable, allocable, and reasonable termination expenses as determined by ACDI/VOCA.

GRANTEE shall negotiate termination costs for services performed within a period of thirty (30) days after receipt of notice from ACDI/VOCA.

b) Termination for Default: ACDI/VOCA may, by written notice, terminate the whole or any part of this Grant for default in the event that GRANTEE fails to perform any of the provisions of this Grant, or fails to make progress as to preclude performance of the Grant in accordance with its terms, or becomes financially or legally incapable of completing the Grant, and does not correct such performance or incapacity within a period of ten (10) working days after receipt of notice from ACDI/VOCA specifying such failure. If, after notice of termination, it is determined for any reason that GRANTEE was not in default or that the default was excusable, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to termination for convenience. Regardless of the cause of termination, the GRANTEE shall deliver to ACDI/VOCA legible copies of all completed or partially completed work products.

ACDI/VOCA and USAID have the right to terminate the Grant in whole or in part or suspend payments should the GRANTEE become insolvent during the performance of the award.

J. DISPUTES

Any disputes under or relating to this grant shall be decided by the ACDI/VOCA Chief of Party. Decision of Chief of Party shall be final unless, within thirty (30) days of the decision, the Grantee appeals the decision to the ACDI/VOCA Vice President of Awards and Compliance in Washington, DC. Appeals must be in writing with copies concurrently furnished to the ACDI/VOCA COP and the ACDI/VOCA Vice President of Awards and Compliance in Washington, DC. Parties acknowledge that USAID has no standing in any dispute between ACDI/VOCA and the GRANTEE.

K. PROPERTY

servicios prestados hasta la fecha de terminación de la presente Donación y por sus gastos de terminación permitidos, asignados y razonables, según lo determinado por ACDI/VOCA.

El DONATARIO deberá negociar los costos de terminación por servicios prestados treinta (30) días después de haber recibido la notificación de ACDI/VOCA.

b) Terminación por Incumplimiento: ACDI/VOCA podrá mediante notificación escrita, dar por terminado total o parcialmente la presente Donación por incumplimiento en el caso que el DONATARIO falle en desempeñar cualquiera de las previsiones de la presente Donación, o falle en el progreso de ejecución, como para impedir el desempeño de la presente Donación de acuerdo a los términos, o se convierta financiera o legalmente incapaz de ejecutar la donación, y no corrija tal desempeño o incapacidad dentro de un periodo de diez (10) días hábiles después de haber sido notificado por ACDI/VOCA, especificando tal falla. Si, después de la notificación de terminación, se determina por alguna razón que el DONATARIO no tuvo incumplimiento o si el incumplimiento fue excusable, los derechos y obligaciones de las partes serán las mismas como si la notificación de terminación haya sido expedida de conformidad con la terminación por conveniencia. Independientemente de la causa de terminación, el DONATARIO deberá entregar a ACDI/VOCA copias legibles de todos los materiales o materias primas del trabajo, completado o parcialmente terminado.

ACDI/VOCA y USAID tienen el derecho a dar por terminada total o parcialmente la presente Donación o hacer la suspensión de remuneraciones, si el DONATARIO se declara insolvente durante el desarrollo de la presente donación.

J. CONTROVERSIAS

Cualquier controversia inherente o relacionada a esta donación, deberá ser resuelta por el Director de Programa de ACDI/VOCA. La decisión del Director de Programa, será la última palabra; a menos que, pasados treinta (30) días de la decisión, el DONATARIO apele la decisión al Vicepresidente de Contratos y Cumplimientos de ACDI/VOCA Washington, DC. Las apelaciones deben enviarse por escrito, anexo las respectivas copias y simultáneamente facilitadas a: ACDI/VOCA Director de Programa y al Vicepresidente de Contratos y Cumplimientos de ACDI/VOCA Washington, DC. Las partes reconocen que USAID no tiene injerencia alguna en ninguna controversia entre ACDI/VOCA y el DONATARIO.

K. PROPIEDAD

Property Title will be vested with the Grantee.	El Título de Propiedad será otorgado al DONATARIO.
(a) The GRANTEE agrees to use and maintain the property for the purpose of the award and in accordance with the procedures established in this Provision and set forth below.	(a) El DONATARIO acuerda utilizar y mantener la propiedad para el propósito previsto de la donación y de acuerdo a los procedimientos establecidos en la presente Provisión y establecidas a futuro.
(b) The GRANTEE agrees to safeguard, monitor use and properly maintain the property (inputs, supplies and equipments) for the purpose of the Grant and in accordance with the GRANTEE's policies and procedures on property management.	(b) El DONATARIO acuerda salvaguardar y monitorear el uso, mantenimiento debido de la propiedad (suministros, equipos) para el propósito previsto de la Donación y de acuerdo a las políticas y procedimientos de administración y propiedad del DONATARIO.
(c) The GRANTEE shall maintain a basic inventory management system which will permit the ready identification of the items supplied under this GRANT as well as their location, and provide ACDI/VOCA with a copy of such upon request.	(c) El DONATARIO deberá mantener un sistema administrativo de inventario básico, que permita la pronta identificación de los ítems suministrados bajo la presente DONACIÓN, así como su localización. Igualmente, deberá proporcionar una copia del mismo a solicitud de ACDI/VOCA.
L. INDEMNIFICATION The GRANTEE shall indemnify and hold harmless ACDI/VOCA, and its officers, employees and agents from and against any claim, loss damage, employment taxes, costs or other expenses arising out of or related to the performance or nonperformance by GRANTEE of any services performed by him/her or any employees of GRANTEE under this Grant.	L. LIMITACIÓN DE RESPONSABILIDAD Queda claro en este convenio que el el DONATARIO deberá mantener a salvo a ACDI/VOCA y a sus oficiales, empleados y agentes de, y por cualquier reclamo, daño de pérdida, impuestos de empleo, costos u otros gastos provenientes de, o relacionado al desempeño o no-desempeño, por parte del DONATARIO de cualquier servicio ejercido por cualquier empleado del DONATARIO, contemplados bajo la presente Donación.
M. RETENTION OF RECORDS AND FINANCIAL REVIEW The GRANTEE is required to retain all records supporting this Contract for a period of 3 years following close-out of the grant. The GRANTEE shall permit the designated ACDI/VOCA representative and their authorized representatives, access to and the opportunity to examine the records associated with the Grant during this period.	M. RETENCIÓN DE REGISTROS Y EVALUACIÓN FINANCIERA Se requiere que el DONATARIO conserve todos los registros que apoyen la presente Donación por un período de 3 años siguientes a la liquidación de la donación. El DONATARIO, deberá permitir al representante designado o los representantes autorizados de ACDI/VOCA, acceso y la oportunidad de examinar los registros asociados con la Donación durante este período.
N. ENTIRE AGREEMENT This Grant, including all attachments, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, between the parties. No change, modification, addition or termination of this Grant or any part hereof shall be valid unless in writing and signed by the parties. This Grant is made in two original copies in English, with a Spanish translation, one for ACDI/VOCA and the other for the GRANTEE. The translated version is provided for the convenience of the GRANTEE, however, it is understood that only the English version is the official version.	N. ACEPTACION A TERMINOS Y CONDICIONES Esta Donación, incluyendo sus anexos constituye el acuerdo entero entre las partes referente al objeto del presente documento y que precede a los demás acuerdos, escritos o verbales entre las partes. Ningún cambio, modificación, adición o terminación de la presente donación o ningún acuerdo dentro de la misma, se considerará válida a menos que se encuentre por escrito y firmado por las partes. La presente Donación está circunscrita en dos copias originales en inglés, con una traducción en español. Una copia es destinada a ACDI/VOCA y otra copia es destinada al DONATARIO.

	La versión traducida es proporcionada para la conveniencia del DONATARIO, sin embargo, se entiende que únicamente la versión en inglés es la versión oficial.
END OF SCHEDULE	FIN DEL CRONOGRAMA

ANEXO 1
MANDATORY STANDARD PROVISIONS FOR FOGS TO NON-GOVERNMENTAL ORGANIZATIONS

I. MANDATORY STANDARD PROVISIONS FOR FIXED OBLIGATION GRANTS TO NONGOVERNMENTAL RECIPIENTS

1. TERMINATION AND SUSPENSION (FEBRUARY 2012)
2. DISPUTES (FEBRUARY 2012)
3. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (JANUARY 2004)
4. DRUG-FREE WORKPLACE (FEBRUARY 2012)
5. NONLIABILITY (NOVEMBER 1985)
6. AMENDMENT (OCTOBER 1998)
7. NOTICES (OCTOBER 1998)
8. METRIC SYSTEM OF MEASUREMENT (AUGUST 1992)
9. EQUAL PROTECTION OF THE LAWS FOR FAITH-BASED AND COMMUNITY ORGANIZATIONS (December 2009)
10. IMPLEMENTATION OF E.O. 13224 -- EXECUTIVE ORDER ON TERRORIST FINANCING (MARCH 2002)
11. MARKING UNDER USAID-FUNDED ASSISTANCE INSTRUMENTS (DECEMBER 2005)
12. VOLUNTARY POPULATION PLANNING ACTIVITIES – MANDATORY REQUIREMENTS (MAY 2006)
13. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER (OCTOBER 2010)
14. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (OCTOBER 2010)
15. TRAFFICKING IN PERSONS (OCTOBER 2010)

MANDATORY STANDARD PROVISIONS FOR FIXED OBLIGATION GRANTS TO NONGOVERNMENTAL RECIPIENTS

1. TERMINATION AND SUSPENSION (FEBRUARY 2012)

a. This award may be terminated at any time, in whole or in part, by either party upon receipt of written notification by the other party.

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

The recipient must within 30 calendar days after the effective date of such termination repay to the U.S. Government all unliquidated funds not otherwise obligated by a legally binding transaction applicable to this award that cannot be cancelled without penalty by the recipient. Should the funds paid by USAID to the recipient prior to the effective date of the termination of this award be insufficient to cover the recipient's obligations in a legally binding transaction applicable to this award, the recipient may submit to the Government within 90 calendar days after the effective date of such termination a written claim covering such obligations. The Agreement Officer must determine the amount(s) to be paid by USAID to the recipient under such claim in accordance with the applicable Cost Principles.

This provision must be included in all subagreements.

[END OF PROVISION]

2. **DISPUTES (FEBRUARY 2012)**

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

[END OF PROVISION]

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

a. The recipient agrees to notify the Agreement Officer immediately upon learning that it or any of its principals:

(1) Are presently excluded or disqualified from covered transactions by any Federal department or agency;

(2) Have been convicted within the preceding three-year period preceding this proposal; been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;

(3) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph a.(2); and

(4) Have had one or more public transactions (Federal, State, or local) terminated for cause or default within the preceding three years.

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

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

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

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

[END OF PROVISION]

4. **DRUG-FREE WORKPLACE (FEBRUARY 2012)**

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

[END OF PROVISION]

5. **NONLIABILITY (NOVEMBER 1985)**

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

[END OF PROVISION]

6. **AMENDMENT (OCTOBER 1998)**

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

[END OF PROVISION]

7. **NOTICES (OCTOBER 1998)**

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

(1) To the USAID Agreement Officer and Agreement Officer's Technical Representative (AOTR), at the addresses specified in the award; and

(2) To recipient, at recipient's address shown in the award, or to such other address designated within the award.

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

[END OF PROVISION]

8. **METRIC SYSTEM OF MEASUREMENT (AUGUST 1992)**

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

application, measurements may be expressed in both the metric and the traditional equivalent units, provided the metric units are listed first.

[END OF PROVISION]

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

a. All the requirements of 22 CFR 205, Participation By Religious Organizations In USAID Programs, are applicable to the recipient and to subrecipients which meet the definition of "Recipient" in 22 CFR 226. The requirements of 22 CFR 205 apply to both religious and secular organizations.

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

c. The recipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services directly funded with financial assistance from USAID. If the recipient engages in inherently religious activities, such as worship, religious instruction, and proselytization, it must offer those services at a different time or location from any programs or services directly funded by this award, and participation by beneficiaries in any such inherently religious activities must be voluntary. These restrictions do not apply to programs where USAID funds are provided to chaplains to work with inmates in prisons, detention facilities, or community correction centers, or where USAID funds are provided to religious or other organizations for programs in prisons, detention facilities, or community correction centers, in which such organizations assist chaplains in carrying out their duties.

d. The recipient must not use USAID funds for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. Where a structure is used for both eligible and inherently religious activities, USAID funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with applicable cost accounting principles. Sanctuaries, chapels, or other rooms that the recipient uses as its principal place of worship are ineligible for acquisition, construction, rehabilitation, or improvements using USAID funds.

e. The recipient may not discriminate against any beneficiary or potential beneficiary under this award on the basis of religion or religious belief. Accordingly, in providing services supported, in whole or in part, by this agreement or in its outreach activities related to such services, the recipient may not discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice.

f. When the recipient is a religious organization, the recipient

(1) Retains its independence and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct financial assistance from USAID to support any inherently religious activities, such as worship, religious instruction, or proselytization.

(2) Retains its authority over its internal governance and may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
(3) Retains its exemption from the Federal prohibition on employment discrimination on the basis of religion, set forth in Sec. 702(a) of the Civil Rights Act of 1964, 42 U.S.C. 2000e–1.
(4) May use space in its facilities, without removing religious art, icons, scriptures, or other religious symbols.

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

[END OF PROVISION]

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

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

[END OF PROVISION]

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

a. Definitions

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

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

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

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

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

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

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

USAID Identity (Identity) means the official marking for the United States Agency for International Development (USAID), comprised of the USAID logo or seal and new brandmark, with the tagline that clearly communicates that our assistance is "from the American people." The USAID Identity is available on the USAID Web site at www.usaid.gov/branding and USAID provides it without royalty, license, or other fee to recipients of USAID-funded grants, or cooperative agreements, or other assistance awards.

b. Marking of Program Deliverables

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

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

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

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

be displayed visually, the recipient is encouraged otherwise to acknowledge USAID and the American people's support.

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

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

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

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

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

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

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

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

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

c. Implementation of Marking Requirements

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

(2) When the grant or cooperative agreement does not contain an approved Marking Plan, the recipient will propose and submit a plan for implementing the requirements of this

provision within [*Agreement Officer fill-in*] days after the effective date of this provision. The plan will include:

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

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

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

(3) The recipient may request program deliverables not be marked with the USAID Identity by identifying the program deliverables and providing a rationale for not marking these program deliverables. Program deliverables may be exempted from USAID marking requirements when:

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

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

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

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

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

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

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

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

d. Waivers

(1) The recipient may request a waiver of the Marking Plan or of the marking requirements of this provision, in whole or in part, for each program, project, activity, public communication or commodity, or, in exceptional circumstances, for a region or country, when USAID required marking would pose compelling political, safety, or security

concerns, or when marking would have an adverse impact in the cooperating country. The recipient will submit the request through the Agreement Officer's Technical Representative (AOTR). The Principal Officer is responsible for approvals or disapprovals of waiver requests.

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

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

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

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

e. Non-retroactivity

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

[END OF PROVISION]

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

Requirements for Voluntary Sterilization Programs

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

Prohibition on Abortion-Related Activities:

(1) No funds made available under this award will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to

any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term "motivate", as it relates to family planning assistance, must not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

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

[END OF PROVISION]

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

APPLICABILITY: This provision is required in accordance with 2 CFR 25, Award Term for Central Contractor Registration and Universal Identifier. AOs must include this provision in all assistance solicitations and all awards made on or after October 1, 2010.

CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER (OCTOBER 2010)

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

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

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

(2) May not make a subaward to an entity unless the entity has provided its DUNS number to you.

c. **Definitions.** For purposes of this award term:

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

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

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

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

(ii) A foreign public entity;

(iii) A domestic or foreign nonprofit organization;

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

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

(4) Subaward:

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

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

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

(5) Subrecipient means an entity that:

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

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

[END OF PROVISION]

14. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (OCTOBER 2010)

APPLICABILITY: This provision is required in accordance with 2 CFR 170, Award Term for Reporting Subawards and Executive Compensation. AOs must include this provision in all assistance solicitations and all awards made on or after October 1, 2010.

REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (OCTOBER 2010)

a. **Reporting of First-Tier Subawards.**

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

(2) Where and when to report.

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

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

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

b. **Reporting Total Compensation of Recipient Executives.**

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

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

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

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

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

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

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

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

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

c. **Reporting of Total Compensation of Subrecipient Executives.**

(1) Applicability and what to report. Unless you are exempt, as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you must report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if --

(i) In the subrecipient's preceding fiscal year, the subrecipient received—

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

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

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

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

(i) To the recipient.

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

d. **Exemptions.**

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

(1) Subawards, and
(2) The total compensation of the five most highly compensated executives of any subrecipient.

e. **Definitions.**

For purposes of this award term:

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

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

(ii) A foreign public entity;

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

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

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

(3) Subaward:

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

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

(iii) A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

(4) Subrecipient means an entity that:

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

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

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

(i) Salary and bonus.

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

2004) (FAS 123R), Shared Based Payments.

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

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

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

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

[END OF PROVISION]

15. TRAFFICKING IN PERSONS (OCTOBER 2010)

APPLICABILITY: This provision is required in accordance with 2 CFR 175, Award Term for Trafficking in Persons. AOs must include this provision in all new awards. AOs must modify existing awards to include this provision at the earliest practicable opportunity.

TRAFFICKING IN PERSONS (OCTOBER 2010)

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

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

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

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

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

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

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

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

(A) Associated with performance under this award; or

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

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

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

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

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

(A) Associated with performance under this award; or

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

c. **Provisions applicable to any recipient.**

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

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

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

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

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

d. **Definitions.** For purposes of this provision: (1) "Employee" means either:

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

(ii) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

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

(3) ''Private entity'':

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

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

(B) A for-profit organization.

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

[END OF PROVISION]

16. **PROCUREMENT OF GOODS AND SERVICES (OCTOBER 1998)**

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

PROCUREMENT OF GOODS AND SERVICES (OCTOBER 1998)

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

a. General Requirements:

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

parties to subagreements. However, recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

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

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

(i) Recipients avoid purchasing unnecessary items,

(ii) Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement, and

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

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

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

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

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

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

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

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

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

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

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

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

(C) Encourage contracting with consortiums of small businesses, minority-owned firms, and women's business enterprises when a contract is too large for one of these firms to handle individually.

(D) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms, and women's business enterprises.

(v) The type of procurement instruments used (for example, fixed price contracts, cost reimbursable contracts, purchase orders, incentive contracts), must be determined by the recipient but, must be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting must not be used.

(vi) Contracts must be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration
must be given to such matters as contractor integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources. Contracts must not be made with firms or individuals whose name appears on the

"Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs." USAID will provide the grantee with copy of this list upon request.

(vii) Recipients must, on request, make available for USAID, preaward review and procurement documents, such as request for proposals or invitations for bids, independent cost estimates, etc., when any of the following conditions apply:

(A) A recipient's procurement procedures or operation fails to comply with the procurement standards in this part, and

(B) The procurement is expected to exceed $10,000.

(viii) The recipient must document some form of price or cost analysis in its procurement files in connection with every procurement action. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, and market prices, together with discounts. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability, and allowability.

(ix) Procurement records and files for purchases in excess of the recipient's own small purchase threshold must include the following at a minimum:

(A) Basis for contractor selection;

(B) Justification for lack of competition when competitive bids or offers are not obtained, and;

(C) Basis for award cost or price.

(x) A system for contract administration must be maintained to ensure contractor conformance with terms, conditions, and specifications of the contract and to ensure adequate and timely follow up of all purchases. Recipients must evaluate contractor performance and document, as appropriate, whether contractors have met the terms, conditions, and specifications of the contract.

b. The recipient must include, in addition to provisions to define a sound and complete contract, the following provisions in all contracts. The following provisions must also be applied to subcontracts.

(1) Contracts in excess of $10,000 must contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms, and provide for such remedial actions as may be appropriate.

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

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

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

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

[END OF PROVISION]

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

This provision is only applicable when specific goods or services are listed as or in milestones.

Guidance on the eligibility of specific goods or services may be obtained from the Agreement Officer. USAID policies and definitions on source and nationality are contained in 22 CFR Part 228, Rules on Procurement of Commodities and Services Financed by USAID Federal Program Funds, which is incorporated into this Award in its entirety. **22 CFR 228** is supplemented by the policies and procedures in ADS Chapters 310 and 312.

a. Ineligible and Restricted Goods and Services:

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

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

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

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

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

b. Source and Nationality:

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

1) When the total procurement element during the life of this award is valued at $250,000 or less, the authorized source for procurement of all goods and services to be reimbursed under the award is USAID Geographic Code 935, "Special Free World." Such goods and services must meet the source and nationality requirements set forth in 22 CFR 228.

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

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

This provision must be included in all subagreements which include procurement of goods or services.

[END OF PROVISION]

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

APPICABILITY: This provision is applicable where performance of the award will take place in "Covered" Countries, as described in ADS 206.

PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (JUNE 1999)

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

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

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

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

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

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

[END OF PROVISION]

[END OF MANDATORY PROVISIONS]

ANEXO 2

CERTIFICACIONES DE LOGRO DE HITOS

CERTIFICACION POR LOGRO DE HITOS

Entregar a: Giovanny Cuero
ACDI/VOCA
Cra 7 78-47
Bogotá, Colombia

ACDI/VOCA AC No. 514-A-11-00004
DONATARIO **Corporación de Desarrollo Productivo del Cuero Calzado y Marroquinería – CDP-CUERO**

Donación No. ACIP-03-096-G

Como representante legal del DONATARIO, certifica que ha alcanzado los hito(s) requeridos bajo la Donación de Obligación Fija arriba referida, para la implementación de ***"Capacitar como técnico por competencias a 250 jóvenes Afrodescendientes e Indígenas con enfoque de género, para su inserción laboral en el sector del cuero, calzado y marroquinería de la ciudad de Cali"*** y que la documentación de soporte ha sido enviada a ACDI/VOCA, como se requiere bajo esta donación. Los hito(s) e informe(s) son los siguientes:

HITO 1 - Documento Diagnóstico que contenga:

a) Informe de las necesidades de empleo en la Unión de Industriales Vallecaucanos de Calzado - UNIVAC.
b) Informe detallado sobre proceso de promoción del proyecto, selección de 250 beneficiarios y su Inducción. (Imágenes, piezas publicitarias, listados de inscripción y matrículas)
c) Informe detallado de la Formación Técnico laboral por competencias de los beneficiarios del módulo 1: Generalidades de armado de artículos de cuero (lista de asistencia, registros fotográficos y formatos de evaluación)
d) Reporte de avance de la contrapartida comprometida hasta la fecha y documentación de respaldo requerido

Fecha de Cumplimiento: 20 de marzo de 2013
Valor Total del Hito: COP$86.810.000.

Certificado por DONATARIO:

Nombre: _____

Cargo: _____

Fecha: _____

Firma: _____

CERTIFICACION POR LOGRO DE HITOS

Entregar a:	Giovanny Cuero ACDI/VOCA Cra 7 78-47 Bogotá, Colombia
ACDI/VOCA AC No.	514-A-11-00004
DONATARIO	**Corporación de Desarrollo Productivo del Cuero Calzado y Marroquinería – CDP-CUERO**
Donación No.	ACIP-03-096-G

Como representante legal del DONATARIO, certifica que ha alcanzado los hito(s) requeridos bajo la Donación de Obligación Fija arriba referida, para la implementación de ***"Capacitar como técnico por competencias a 250 jóvenes Afrodescendientes e Indígenas con enfoque de género, para su inserción laboral en el sector del cuero, calzado y marroquinería de la ciudad de Cali"*** y que la documentación de soporte ha sido enviada a ACDI/VOCA, como se requiere bajo esta donación. Los hito(s) e informe(s) son los siguientes:

HITO 2 - Informe técnico de Avance, que incluya:
a) Informe detallado sobre la Formación Técnico Laboral por competencias del Módulo 2: Alistar máquinas de costura del calzado y el Módulo 3: Talleres de Orientación Profesional. (lista de asistencia, registros fotográficos y formatos de evaluación)
b) Evento de Graduación: (lista detallada de diplomas entregados y registros fotográficos)
c) Reporte de los beneficiarios que se encuentran en la etapa de práctica laboral (base de datos de las empresas donde los beneficiarios están realizando la práctica)
d)Informe de vinculación laboral de los beneficiarios (copias de pruebas del proceso de selección de los beneficiarios y fotocopia de los contratos firmados)
c) Reporte de avance de la contrapartida comprometida hasta la fecha y documentación de respaldo requerido.

Fecha de Cumplimiento: 20 de junio de 2013
Valor Total del Hito: COP $70.810.000.

Certificado por DONATARIO:

Nombre: _____

Cargo: _____

Fecha: _____

Firma: _____

CERTIFICACION POR LOGRO DE HITOS

Entregar a: Giovanny Cuero
ACDI/VOCA
Cra 7 78-47
Bogotá, Colombia

ACDI/VOCA AC No. 514-A-11-00004
DONATARIO Corporación de Desarrollo Productivo del Cuero Calzado y Marroquinería – CDP-CUERO

Donación No. ACIP-03-096-G

Como representante legal del DONATARIO, certifica que ha alcanzado los hito(s) requeridos bajo la Donación de Obligación Fija arriba referida, para la implementación de *"Capacitar como técnico por competencias a 250 jóvenes Afrodescendientes e Indígenas con enfoque de género, para su inserción laboral en el sector del cuero, calzado y marroquinería de la ciudad de Cali"* y que la documentación de soporte ha sido enviada a ACDI/VOCA, como se requiere bajo esta donación. Los hito(s) e informe(s) son los siguientes:

HITO 3 Informe Técnico, que detalle:

a) El apoyo y seguimiento a la vinculación laboral de los beneficiarios
b) Informe de la muestra comercial de la VIII versión de Exposición Internacional del Pacific Leather. (Rueda de Negocio, Directorio de expositores, registro fotográficos y piezas publicitarias del evento)
c) Reporte de avance de la contrapartida comprometida hasta la fecha y documentación de respaldo requerido

Fecha de Cumplimiento: 20 de septiembre 2013
Valor Total del Hito: COP$ 68.940.000

Certificado por DONATARIO:

Nombre: _____

Cargo: _____

Fecha: _____

Firma: _____

CERTIFICACION POR LOGRO DE HITOS

Entregar a: Giovanny Cuero
ACDI/VOCA
Cra 7 78-47
Bogotá, Colombia

ACDI/VOCA AC No. 514-A-11-00004
DONATARIO **Corporación de Desarrollo Productivo del Cuero Calzado y Marroquinería – CDP-CUERO**

Donación No. ACIP-03-096-G

Como representante legal del DONATARIO, certifica que ha alcanzado los hito(s) requeridos bajo la Donación de Obligación Fija arriba referida, para la implementación de ***"Capacitar como técnico por competencias a 250 jóvenes Afrodescendientes e Indígenas con enfoque de género, para su inserción laboral en el sector del cuero, calzado y marroquinería de la ciudad de Cali"*** y que la documentación de soporte ha sido enviada a ACDI/VOCA, como se requiere bajo esta donación. Los hito(s) e informe(s) son los siguientes:

HITO 4 Informe Final, que incluya:

a) Informe detallado del seguimiento a la Vinculación Laboral de los 200 beneficiarios
b) 3 Protocolos de Diversidad e Inclusión firmados por las empresas del gremio de Industriales Vallecaucanos del calzado, cuero y Marroquinería UNIVAC. (Fotocopia de los protocolos firmados)
c) Documento final sistematizado con la experiencia de este proyecto (medio físico y magnético)
d) Reporte de avance de la contrapartida comprometida hasta la fecha y documentación de respaldo requerido.

Fecha de Cumplimiento: 22 de diciembre 2013
Valor Total del Hito: COP$ 68.940.000.

Certificado por DONATARIO:

Nombre: _____

Cargo: _____

Fecha: _____

Firma: _____

ANEXO 3

ESTRATEGIA DE NOMBRE Y MARCA

PROGRAMA PARA AFRODESCENDIENTES E INDIGENAS*

ESTRATEGIA DE NOMBRE Y MARCA DEL PROYECTO

1. Posicionamiento:
   a. Indicar el nombre del proyecto (dejar nombre corto):
   MINICADENA DE PRODUCTOS DEL BOSQUE DEL MEDIO ATRATO

   b. Indicar el nombre de la entidad implementadora:
   FUNDACIÓN ESPAVÉ

   c. Si aplica, indicar el nombre de otros socios del proyecto que se mencionarán durante su ejecución:
   COCOMACIA, PRODUCTOS DEL BOSQUE NAIDI, ECOFLORA

2. Promoción y comunicaciones del Programa
   a. Indicar cuáles son los beneficiarios directos del proyecto:
   Comunidades afrocolombianas del Medio Atrato

   b. Indicar cuál de las siguientes actividades de promoción desarrollará durante el programa:
      i. Estrategia de comunicación del proyecto. Sí (✓) No ( )
      ii. Otras como eventos por ejemplo. Sí ( ) No (✓)

   En caso que sí, brevemente explique/coloque los eventos:

3. Marcación:

Favor indicar la cantidad de productos, publicaciones, bienes y equipos, entre otros, que va a producir/comprar en el siguiente cuadro y tomar nota del tipo de marca, y donde y cuando se debe de colocar la marca.

PRODUCTOS	CANTIDAD	TIPO DE MARCA requerida	Donde y cuando se debe de colocar la marca
Estudios/Reportes/ Documentos	0	Logos de USAID y ACDI/VOCA y aviso*	- Logos en la portada y contraportada. - Durante el diseño y la publicación.
Pendones/Afiches para eventos/actividades	0	Logos de USAID y ACDI/VOCA	- Logo de USAID en la esquina superior izquierda y logo de ACDI/VOCA en la esquina superior derecha del pendón/afiche. - Colocar pendones/afiches antes del comienzo del

*De acuerdo con la regulación ADS 320.3.3 y 22 CFR 226.91 de USAID todos los proyectos, actividades, comunicaciones públicas implementadas durante el programa serán identificadas en conjunto (co-identificados) con la identidad institucional de USAID y ACDI/VOCA.

			evento/actividad.
Publicaciones	0	Logos de USAID y ACDI/VOCA y aviso[1]	- Logo de USAID en la esquina superior izquierda y logo de ACDI/VOCA en la esquina superior derecha. - Antes de la publicación/distribución.
Videos	0	Logos de USAID y ACDI/VOCA y aviso[2]	- Logo de USAID en la esquina superior izquierda y logo de ACDI/VOCA en la esquina superior derecha del estuche, y al principio y final del video. - Antes de la publicación/distribución.
Historias de éxito, folletos, cartillas, testimonios, casos de estudio	0	Logos de USAID y ACDI/VOCA y aviso[3]	- Logo de USAID en la esquina superior izquierda y logo de ACDI/VOCA en la esquina superior derecha. - Antes de la publicación/distribución.
Medios de comunicación y comunicados de prensa	0	Logos de USAID y ACDI/VOCA y reconocimiento por escrito.	- Logo de USAID en la esquina superior izquierda y logo de ACDI/VOCA en la esquina superior derecha. - Antes de la publicación/distribución.
Infraestructura permanente	0	Placa con logos de USAID y ACDI/VOCA	-Ubicado a la entrada de la infraestructura - Colocar antes de la entrega de la infraestructura.
Vallas/letreros para sitio de actividad de construcción o proyectos productivos	0	Vallas/letreros con logos de USAID y ACDI/VOCA	- Ubicado a la entrada de la infraestructura o sitio del proyecto productivo. - Colocar al comienzo de la actividad.
Formatos usados por beneficiarios durante la implementación del proyecto	0	Logos de USAID y ACDI/VOCA	- Logo de USAID en la esquina superior izquierda y logo de ACDI/VOCA en la esquina superior derecha en el encabezado del formato.
Presentación de Power Point	0	Logos de USAID y ACDI/VOCA	- Logo de USAID en la esquina superior izquierda y logo de ACDI/VOCA en la esquina superior derecha.
Camisas usadas durante actividades del proyecto al aire libre	0	Logos de USAID y ACDI/VOCA	- Logo de USAID y ACDI/VOCA en la izquierda - En la producción
Herramientas o equipos de agricultura	0	Calcomanías de logos de USAID y ACDI/VOCA	- Encima del equipo/herramienta. - Antes de entrega

Muebles, computadoras o equipos de laboratorio	0	Calcomanías o placas de logos de USAID y ACDI/VOCA	- Encima del equipo - Antes de entrega
Equipos de computo o mobiliario de oficina	0	Calcomanías de logos de USAID y ACDI/VOCA	- Encima del equipo - Antes de entrega

1. "Este video/libro/documento/investigación (lo que aplique) fue hecho posible gracias al generoso apoyo del pueblo de Estados Unidos a través de su Agencia para el Desarrollo Internacional (USAID). Los contenidos son responsabilidad de (entidad implementadora) y no necesariamente reflejan las opiniones de USAID o del gobierno de Estados Unidos".

ACDI VOCA
Ampliando Oportunidades en el Mundo

Agroempresas | Seguridad Alimentaria | Servicios Financieros
Desarrollo Comunitario | Desarrollo Empresarial

Bogotá D.C., 26 de enero de 2016
GCD/031/2016

Acta de Liquidación del Convenio de Donación de Obligación Fija ACIP-03-096-G entre ACDI/VOCA y la Corporación de Desarrollo Productivo del Cuero, Calzado y Marroquinería – CDP del Cuero bajo el Programa para Afro-Descendientes e Indígenas (USAID Acuerdo Cooperativo No.USAID-514-11-A-00004)

Nuestros registros indican que el convenio de donación mencionado arriba finalizó el pasado 28 de febrero de 2014. Esta carta es para certificar que ACDI/VOCA ha recibido todos los servicios requeridos, los informes y productos de la **Corporación de Desarrollo Productivo del Cuero, Calzado y Marroquinería – CDP del Cuero** requerido bajo el convenio de donación de obligación fija **ACIP-03-096-G**, y ha pagado al Donatario todos los gastos permisibles y razonables aprobados bajo el convenio suscrito.

El Donatario declara paz y salvo a ACDI/VOCA por todo concepto (demandas, acciones, embargos o demandas de consultores, empleados, u otros relacionados con el pago de trabajo realizado o ejecutado en virtud y/o de conformidad con el convenio correspondiente).

El donatario certifica que producto de la ejecución de este convenio no se generaron ni patentes, regalías ni derechos de autor.

Así mismo el Donatario de manera expresa (con la firma) o tácita sino responde, certifica que cumplió con todas las obligaciones legales, administrativas y pronto pago con los proveedores si aplica, con consultores, empleados y toda aquella obligación derivada de la ejecución del convenio marco.

En virtud de lo anterior, y ante la ausencia de una manifestación expresa (firma de este acta por el Donatario) en los 10 días siguientes a la recepción de esta carta, el Donatario se compromete a liberar y dejar indemne para siempre a ACDI/VOCA, sus sucesores, afiliados y asignados, de todas las acciones, causas de acciones, deudas, cuentas, convenios, acuerdos, resoluciones judiciales, reclamaciones y demandas de cualquier naturaleza o carácter, de subcontratos en agravio u otros, que dicho Donatario tiene ahora o ha tenido en contra de ello, sus sucesores y cesionarios, incluyendo, pero no limitado a, cualquier acciones, causas de acciones, deudas, cuentas, convenios, acuerdos, resoluciones judiciales, reclamaciones y demandas que deban o puedan surgir de, o estar relacionados con el pago por trabajo realizado o hecho y/o de conformidad con el convenio suscrito por y entre ACDI/VOCA y el Donatario, por los servicios prestados bajo el convenio correspondiente.

Atentamente,

Sergio Eduardo Rivas Velasco
Director de Programa ACIP
ACDI/VOCA Colombia

Aceptación expresa o silencio positivo
Gustavo A Rivas T
Representante Legal
Donatario