

October 24, 2023

Dr. Mohd Kushairi Bin Mohd Rajuddinv
Executive Director
Coral Triangle Initiative for Coral Reefs, Fisheries and Food Security
CTI-CFF Secretariat Building, CTI Centre
Jl. A.A. Maramis Kayuwatu, Kairagi II, Manado
North Sulawesi 95254
Indonesia

Subject: PIO Agreement No. 72048623IO0000X

Dear Dr. Mohd Kushairi Bin Mohd Rajuddinv:

Under the authority contained in the Foreign Assistance Act of 1961, as amended, including "other transaction" authority, the U.S. Agency for International Development (USAID) hereby awards to the Coral Triangle Initiative on Coral Reef, Fisheries and Food Security (hereinafter referred to as "CTI-CFF" or "The Recipient"), the sum of \$2,000,000.00 to provide support to the "USAID Sustainable Coral Triangle" as described in Attachment 1 (the Schedule) of this agreement and in Attachment 2, entitled "Program Description."

This agreement is effective, and obligation is made, as of the date of this letter and will apply to expenditures made by the Recipient in furtherance of program objectives during the period beginning with the effective date and ending five years therefrom.

This agreement is made to the Recipient on condition that the funds are administered in accordance with the terms and conditions as set forth in Attachment 1 (the Schedule); Attachment 2 (the Program Description); and Attachment 3 (the Standard Provisions); all of which have been agreed to by your organization.

Please sign this letter to acknowledge your receipt of the agreement, and return it to me.

Sincerely,

Craig Smith
Regional Agreement Officer
Regional Office of Acquisition and Assistance
USAID/Regional Development Mission for Asia

Attachments:

- 1. Schedule
- 2. Program Description
- 3. Standard Provisions

ACKNOWLEDGED by the Recipient's duly authorized representative:

Cora	l Triang	le Initiative	on Cora	l Reef,	Fisl	neries and	l Food	Security	/ (CTI-CFF	:)
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Signature:	
Name:	Mohd Kushairi Bin Mohd Rajuddin
Title:	Executive Director

ACCOUNTING DATA:

Date:

1. GLAAS Request No.: REQ-486-22-0000XX

2. Appropriation Data: TBD

3. Total Obligated Amount To Date: \$400,000.00

4. Activity Title: USAID Sustainable Coral Triangle

5. UEI No.: VBQ5NNRYNNG3

6. USAID Technical Office: RDMA/Regional Environment Office

Payment Office:

Regional Office of Financial Management USAID/Regional Development Mission for Asia 63 Athenee Tower, 25th floor Wireless Road, Bangkok, 10330 Thailand Email: bkkaidpaymentaction@usaid.gov

ATTACHMENT 1: Schedule

A. Purpose of Agreement

The purpose of this agreement is to provide support for **USAID Sustainable Coral Triangle**, as more specifically described in Attachment 2 (the Program Description) of this agreement.

B. Period of Agreement

- The effective date of this agreement is November XX, 2023. The expiration date of this agreement is November XX, 2028.
- 2. Funds obligated are available for program expenditures for the estimated period as shown in the Agreement Budget from 2023 to 2028.

C. Amount of Agreement and Payment

- 1. The total estimated amount of this agreement for the period shown in B.1 above is **\$2,000,000.00**.
- 2. USAID hereby obligates the total amount of \$400,000.00 for program expenditures during the period set forth in B.2. above and as shown in the Agreement Budget below.
- 3. Payment will be made to the Recipient in accordance with the procedures set forth in Attachment 3 (the Standard Provisions).
- 4. Additional funds up to the total amount of the agreement shown in C.1 above may be obligated by USAID subject to the availability of funds, the mutual agreement of the parties to proceed, and the requirements of the Standard Provision of the Agreement entitled "Agreement Budget Limitations and Revisions.

The Recipient must use funds obligated under this Agreement and any subsequent modifications from the specific Operating Units (OU) and Program Areas (PA), to be provided by the USAID Agreement Officer Representative (AOR), for interventions approved in the Agreement and detailed in the program description, as applicable. Program disbursements for each OU/PA must not exceed the amounts specified in the accounting and appropriations data for each OU/PA.

D. Agreement Budget

The following is the Agreement Budget. Revisions to this Budget may be made only in accordance with the Standard Provision of this Agreement entitled "Agreement Budget Limitations and Revisions (August 2018)"

Cost Category	USAID Funded Budget		
Total Direct Costs	\$1,769,912		
Indirect Costs	\$230,088		
Total Estimated Amount	\$2,000,000		

E. SPECIAL PROVISIONS

E.1 Program Reporting

The Recipient must submit the following reports to the Agreement Officer's Representative (AOR) for review.

REPORTING REQUIREMENTS	DUE DATE
First Annual Workplan. The initial work plan covers the period from the PIO effective date through the end of the next full U.S. fiscal year (i.e. through September 30) and revised version within 15 calendar days after comments are provided by the Agreement Officer's Representative (AOR).	Within 60 calendar days from the effective award date
The Annual Work plans must be succinct (approximately 10-12 pages in length, not including Annexes) and must include, at a minimum:	
 A program strategy statement, articulating major program impacts, including gender related impact, over the life of the program; Key activities, which will be reviewed and approved by 	
USAID	
 Baselines and targets tied to the indicators agreed upon within the MEL plan; 	
 A timeline for implementation of the year's proposed activities, including completion dates; 	

REPORTING REQUIREMENTS	DUE DATE
 Information on how activities will be implemented; and Details of collaboration with other major partners; 	
The Annual Work Plan will be organized in a manner that describes overarching (performance management-based) intermediate results in connection with programmatic inputs (interventions), outputs, and outcomes (transformative results reflecting changed behaviors, policies and strategies informed). Annual Work Plans will also describe how activities in a given year will lead to further activities and outcomes in subsequent/remaining years, as well as how activities are leading towards long-term sustainability of USAID Sustainable Coral Triangle. Attached to the initial Annual Work Plan, the Recipient must submit the co-branding plan and communication strategy to USAID. The co-branding and communication strategy will be developed in close consultation with the AOR.	
Subsequent Annual Workplan. These plans will follow the same format as the initial work plan. In addition, the subsequent annual work plan must include adjustments reflecting lessons learned from the prior years' implementation.	No later than November 15 of the calendar year. The revised version will be due within 15 calendar days after receiving comments from the AOR.
Baseline Data Collection. The Recipient is expected to collect baseline data for the performance indicators. The Recipient is also responsible for conducting any internal studies including but not limited to: mid- term and endline assessments to compare against the baseline. The reports to be submitted to USAID are not to exceed 20 pages. The Recipient must work closely with the AOR for guidance on the data collection.	Within 180 calendar days from the effective award date
Monitoring, Evaluation and Learning (MEL) Plan. CTI-CFF will develop an Activity Monitoring, Evaluation and Learning (MEL) Plan and submit a proposed Plan to the USAID AOR for approval. To develop this MEL Plan, CTI-CFF will devote its staff time to acquire requisite capacity, i.e., skilled staff, sufficient number of staff, adequate budget, and necessary technology to collect, analyze, and use data for reporting, monitoring, and evaluation. A MEL Plan will be developed to ensure effective PIO grant activity monitoring, evaluation, and documentation of key	Within 90 calendar days from the effective award date

REPORTING REQUIREMENTS	DUE DATE
learnings, progress, challenges, and success. Focus will be on the development of sound indicators for tracking the progress of activities towards the PIO grant activity objectives and the relevant USAID SUFIA Results Framework's intermediate results and/or results. Based on these indicators, quantitative and qualitative data will be collected using appropriate methods, tools, and analysis. Gender-sensitive indicators will be established wherever possible. CTI-CFF will also incorporate collaborating, learning, and adapting (CLA) practices across the full activity management cycle, including Pause and Reflect sessions. This is to ensure that lessons learned along with project implementation will be integrated into activity improvements. The MEL Plan, once approved, will also be updated regularly based on the mentioned learning practices.	
Quarterly Performance Reports: The report must describe work (activities) completed in the last quarter relative to what was anticipated by the approved work plan, and assess overall achievement to date relative to the performance indicator targets. The quarterly reports must highlight any issues or problems affecting the schedule or impact of the work performed by CTI-CFF. Quarterly performance reports must present progress on all activities and must include the following information, at a minimum:	January 30, April 30, and July 30 of each year
 Brief outline of the overall purpose and approach of the USAID Sustainable Coral Triangle Program; Overall status of progress towards all objectives (highlevel narrative); Status of overall progress towards targets per the approved indicators as defined in the MEL Plan, and if relevant the targets set out for the reporting quarter; Summary of completed activities and progress towards expected results under this award during the timeframe of the report. Reasons why established targets were not met, if applicable; Key accomplishments and highlights; Integration of the cross-cutting issues, and other USAID priorities; Challenges Encountered and Addressed (including financial, programmatic and administrative concerns). 	

REPORTING REQUIREMENTS	DUE DATE
This should include a statement of the action taken or contemplated, and any assistance needed to resolve the situation; List of reports/deliverables completed in the reporting period; List of planned activities for the next quarter; including any upcoming events; Management and personnel changes; Stakeholder participation and involvement, including government and non-governmental partners; Success stories in the specified USAID format (if any) International travels (if any); A list of documents/reports that were uploaded on the USAID's Development Experience Clearinghouse (DEC) per submission requirements for Development Experience Documents. Quarterly Financial Report Quarterly Financial reports will be disaggregated by main line items and contain, at a minimum: Total funds obligated to date by USAID into the PIO; Total funds previously reported as expended by the Recipient; Total funds expended in the current quarter by the Recipient; Total unliquidated obligations; List of significant expenses incurred during the period; Major causes of difference between a recent projection and actual, if any.	
Annual Reports. The recipient must submit the annual reports that summarize activities and results during the year in relation to the approved Work Plan. Each annual report must include an assessment as to whether the objectives of the award will be accomplished within the remaining time and available resources. The annual report must cover all of the items included in the quarterly reports, with a focus on progress towards expected results over the entire award year. While Quarters 1-3 may be condensed/synthesized, the annual report must provide the same level of detail for the Fourth Quarter as required in the previous Quarterly Performance Reports. In addition, the Recipient must include an assessment as to the	October 30 of each year

REPORTING REQUIREMENTS	DUE DATE
effectiveness of the MEL Plan in measuring achievement of expected results including:	
 Brief analysis on the changes in the project context and assumptions; The status of progress against annual targets for each indicator included in the MEL Plan, and detailed narratives for any deviation by 10% above or below; The status of any ongoing assessments; The appropriateness of the data collected to measure achievements; The identification of unanticipated challenges in the collection of evaluation data; The appropriateness of the overall MEL Plan to measure impact and any proposed revisions thereto; Practical or political factors that should be considered when analyzing the performance data; and The effectiveness of the evaluation activities to inform programming. USAID may request specific information not listed above to be included in the reports based on new USG/USAID priorities. Gender and Inclusive Development Action Plan (GIDAP). In consultation with USAID/RDMA, the Recipient will develop a Gender Equality and Social Inclusion (GESI) analysis to determine where gaps exist in the fisheries sector and use findings to develop a Gender and Inclusive Development Action Plan (GIDAP); which will outline interventions to address gender, social, economic, and 	Within 120 calendar days of the effective date of the Award
Final Report. The Recipient must submit a concise, draft final report that include the following information:	Draft final report due 30 calendar days before the end
 Short background and narrative of overall activity implementation, including mention of any significant external events; An overall description of the accomplishments (overall and by objective) in achieving results; Funds obligated and disbursed; Conclusions about lessons learned; A summary of problems/challenges/opportunities encountered during implementation and how they were 	of the Period of Performance Final report due 5 business days before the end of the Period of Performance

REPORTING REQUIREMENTS	DUE DATE
 addressed/resolved; Contributions of USAID Sustainable Coral Triangle to cross-cutting issues, and other USAID priorities; An assessment of progress made toward accomplishing the development objectives and expected results; Significance of these activities; sustainability; and comments and recommendations. 	
The final report must incorporate the findings and results that were included in previous reports.	

E.2 SUBSTANTIAL INVOLVEMENT

USAID will be substantially involved in the implementation of the PIO which is limited to the approval of the elements listed below:

- 1. **Approval of the Recipient's Work Plans.** This includes planned actions or interventions for the year, planned expenditures, event planning/management, as well as changes to any actions/ interventions to be carried out under the award. Significant changes by the Recipient to an approved plan require approval. Any work with bilateral missions must adhere to the Missions' protocols and clearances as well as supporting RDMA's requirements for a regional-level approach and must not be implemented without prior approval from USAID.
- 2. Approval of the Recipient's Monitoring, Evaluation and Learning (MEL) Plan. This includes the development of indicators for tracking the progress of activities towards the activity objectives and the relevant Results Framework results. The Recipient will also incorporate collaborating, learning, and adapting (CLA) practices across the full activity management cycle. Significant changes by the Recipient to an approved plan require approval. Any work with bilateral missions must adhere to the Missions' protocols and clearances as well as supporting RDMA's requirements for a regional-level approach and must not be implemented without prior approval from USAID.
- 3. **Approval of Specified Key Personnel**. The Recipient should inform USAID of any replacement of key personnel designated below, and, if not yet designated, the filling of any key personnel position. Any changes in the key personnel do not change the funding limitations of this award, and are subject to the applicable cost principles. The key personnel for the Activity will include the Project Manager and MEL Specialist. The details of key personnel positions for this award are as follows:
 - a. <u>Project Manager</u>: The Project Manager will be responsible for leading all technical, financial, and administrative aspects of the program and will coordinate closely with USAID in developing, implementing, and revising the Activity's overall

strategy. The Project Manager will be the principal link between USAID and other partners and provide overall strategic and technical guidance. The Project Manager will provide comprehensive expert technical oversight and guidance in all aspects of the program, including monitoring and evaluation, and reporting to USAID. The Project Manager is responsible for ensuring financial objectives are met by forecasting requirements; planning and maintaining the planning report and monthly status report; scheduling expenditures; analyzing variances; and initiating corrective actions. The Project Manager will ensure the program meets stated goals and reporting requirements in a timely manner.

Monitoring, Evaluating, and Learning (MEL) Specialist: The MEL Specialist will
report to the Project Manager and will lead on all MEL-related activities and
product development.

4. Agency and Recipient Collaboration or Joint Participation

When the recipient's successful accomplishment of activity objectives would benefit from USAID's technical knowledge, the AO may authorize the collaboration or joint participation of USAID and the recipient in the program as follows:

- (1) Collaborative involvement in the selection of advisory committee members, if the program will establish an advisory committee that provides advice to the recipient. USAID may participate as a member of this committee as well.
- (2) Concurrence on sub-awards. <u>2 CFR 200.308</u> requires the recipient to obtain the AOR's prior approval for the subaward, transfer, or contracting out of any work under an award. This is generally limited to approving work by a third party under the agreement.

E.3 PERFORMANCE EVALUATIONS

USAID will schedule and fund an independent mid-term and/or final performance evaluation for the Sustainable Coral Triangle. The performance evaluation(s) will be conducted by an independent evaluator(s) selected by USAID. The Recipient will be required to collaborate with USAID and the independent evaluator(s) as requested, such as providing relevant monitoring data, routine reports, and contact information for government counterparts, beneficiary groups, and other key stakeholders as required to perform the evaluation.

E.4 AGREEMENT OFFICER'S REPRESENTATIVE (AOR)

The AOR for this Agreement is:

Payton Deeks

Regional Environment Office (REO)
USAID Regional Development Mission for Asia
Athenee Tower, 25th Floor
63 Wireless Road, Pathumwan,
Bangkok, Thailand 10330

E.5 AGREEMENT OFFICER

The Agreement Officer for this Agreement is:

Craig Smith

Regional Office of Acquisition and Assistance (ROAA) USAID Regional Development Mission for Asia Athenee Tower, 25th Floor 63 Wireless Road, Pathumwan, Bangkok, Thailand 10330

E.6 BRANDING STRATEGY AND MARKING PLAN

In consultation with the AOR, the Recipient will develop a branding and marking plan for the activity in accordance with ADS 320.3.3. The branding and marking plan should detail the use of "co-branding" and "co-marking" which means that the program, project, or activity marking represents both USAID and the Recipient. The USAID Identity must appear on program materials produced for programmatic purposes with equivalent or greater size and prominence than the identity or logo of the recipient, another donor, or any third party. Program materials include the examples set forth in Section 700.16 of Title 2 of the CFR 700.

Please see the <u>USAID Graphic Standards Manual and Partner Co-Branding Guide</u> for further information on co-branding.

E.7 COMMUNICATION AND OUTREACH REQUIREMENTS (JANUARY 2021)

The Activity annual outreach and communications plan must align with USAID/RDMA's strategy. The Recipient will receive an overview of the strategy guidelines following the award. The annual plan must include a communications and outreach calendar and monitoring for outreach and communications to be reviewed as part of the work plan. The AOR must clear all outreach and communications activities and materials.

The Recipient is required to follow the below procedures and protocols related to the Activity's outreach and communications:

A. Event planning and requests for U.S. Government officials to speak at public events

The Recipient may require or present an opportunity for participation of U.S. Government Officials at public events. In these cases the Recipient must have an early discussion with the AOR and DOC Team to decide what type of representation is required. The Recipient must coordinate such participation with the AOR at least six weeks prior to the event. At the request of the AOR, the Recipient may be required to prepare and submit a brief description of the event, draft agenda and proposed U.S. Government role.

A public event includes any event that is advertised publicly and has open registration, or any event at which media and/or senior government officials will be present. Public events generally do not include targeted training seminars or technical, working-level meetings with small groups of non-governmental partners.

Activity Announcement: To seize opportunities for media coverage around new Activities, the Recipient must allow USAID to be the first to issue news about the Activity. Recipient announcements can follow. The Recipient is requested to coordinate with the AOR on scheduling of USAID and partner media releases so that announcements are timely and align with USAID communications priorities.

B. Issuance of Media Advisories and Press Releases

- Media Advisories: As requested by the AOR, the Recipient's support may be required to alert the media about significant events or activities that involve USAID officials or programs that media may want to attend. In such cases, the Recipient must submit a draft media advisory and background materials, if any, to the AOR with a copy to the DOC Team at least 15 business days before the desired release date. This includes USAID media advisories and partner media advisories.
- 2. USAID Press Releases: Press releases are issued on the day of or immediately following a significant event or activity. As requested by the AOR, the Recipient may be required to submit a draft press release at least two weeks before the desired release date with a copy to the DOC Team. The draft must be provided in both relevant local language and English, as appropriate. This includes USAID press releases and partner press releases.
- C. Contact and Relations with Local, National, Regional and/or International Media

The Recipient must refer all media requests to the AOR with a copy to the DOC Team for USAID to take the interview or facilitate a response, and must submit draft articles to the AOR and the DOC Team for official clearance. As appropriate, a USAID official may opt to be quoted in such interviews.

D. Reporting of the Activity Developments and Achievements

The Recipient must keep the AOR abreast of expected events for inclusion in USAID/RDMA's calendar of upcoming events. Such events may include roundtables, seminars, conferences, forum, exchanges, VIP site visits, and signing ceremonies. Information about these events must be sent to the AOR as far in advance of the event as possible. Information about events that are not funded by USAID but are in some way related to the Activity or have a direct impact on USAID's work (such as government-hosted conferences) must also be reported. The Recipient must submit a Communication and Outreach Calendar for all events under the Activity to the AOR on a monthly basis.

Additional Outreach and Communications Products: To the extent possible, in close consultation with the AOR and the DOC Team, the Recipient should actively propose and execute each calendar year a selection of outreach and communication products that demonstrate the impact, value, and achievements of the Activity that may include a combination of the following:

- Social Media Posts: At least one social media post submission per quarter, which include at least one of the following visual elements: professional photo, graphic design composition, video, illustration, or infographic.
- Videos, typically with a duration of approximately 30 60 seconds, or the length appropriate for the medium or event proposed
- Illustrations
- Infographics

E.8 PRIVILEGES AND IMMUNITIES

The Parties agree that this agreement is not intended to be an international agreement governed by international law. Nothing in this agreement or any agreement or document entered into in connection with this agreement shall imply a waiver, express or implied, by the Recipient or USAID of any privileges or immunities enjoyed by them pursuant to international or national agreements, or under domestic law.

E.9 PLACE OF PERFORMANCE

The place of performance of this Agreement is among the six CTI-CFF member countries, including Indonesia, the Philippines, Timor Leste, Solomon Islands, Papua New Guinea, and Malaysia. Any interventions planned outside of these countries would require prior written approval from the AOR.

The Recipient must obtain USAID's AOR prior approval for any interventions to be performed in the advanced developing countries in the CTI-CFF member countries.

E.10 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this Agreement is 937 for the prime Recipient and any subawardees. In accordance with ADS 310.3.1.6, procurement in a non-presence country or a country included as a recipient of regional programs, projects or activities is considered to be procurement from "beneficiary" countries within USAID Principal Geographic Code 937. The beneficiary countries for this award are Indonesia, the Philippines, Timor Leste, Solomon Islands, Papua New Guinea, and Malaysia.

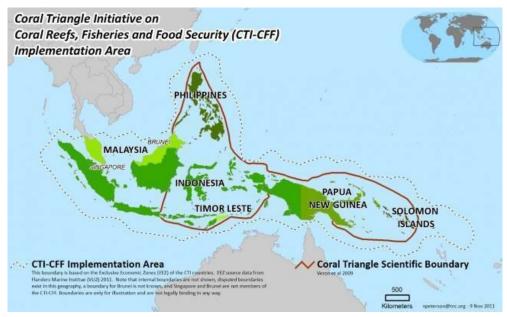


Figure 1. Map of the CTI-CFF Implementation Area

E.11 USAID/RDMA PARTICIPANT TRAINING, EXCHANGE VISITORS, AND LEARNING ACTIVITIES

1. Definition:

Participant: an eligible host-country resident or national sponsored by USAID for a learning activity conducted within the U.S., in—country or in a third country for the purpose of furthering USAID development objectives.

Participant Training: a planned activity with a learning objective conducted by an organization or independent professionals in the U.S., in-country, or in a third country to fulfill human resource needs or solve performance gaps related to USAID programs. Participant training involves the transfer of knowledge, skills, or attitudes through structured learning and follow-up activities, or through less structured means, to solve problems or fill identified performance gaps. Training can consist of long-term academic degree programs, short or long-term non-degree technical courses in academic or in other settings, non-academic seminars, workshops, on-the-job learning experiences, observational study tours, or distance learning exercises or interventions.

- **a. In-Country Training** is training conducted for host country nationals or residents in their own country.
- **b. Regional Training** is training conducted in a country other than the U.S. for host country nationals or residents using regional funding.
- **c.** Third Country Training is training conducted for host country nationals or residents in a country other than their own country or the U.S.
- **d. U.S. Training** is any training conducted in the U.S., regardless of the national origin of the participant. Any host country resident or host country national traveling to the U.S. whose travel is funded by USAID (in whole, in part, directly or indirectly) is an **Exchange Visitor (EV)**.

USAID Visa Sponsorship: as designated by the Department of State, covers all of the following:

- **a. Student** Used when the Exchange Visitor is entering the U.S. and pursuing a full course of study (as defined by the college or university) towards:
- b. Associate degree
 - Bachelor's degree
 - Master's degree
 - Doctoral degree
 - Non-degree program
- c. Short-term Scholar used when the Exchange Visitor is entering the U.S. for a period of up to six months to lecture, observe, consult, train, demonstrate special skills at, or participate in seminars, workshops, conferences, study tours, professional meetings, or similar types of educational and professional activities.
- **d. Specialist** used when the Exchange Visitor is deemed to be an expert in his/her profession and is entering the U.S. for a period <u>of up to one year</u> to observe, consult, or demonstrate special skills.
- e. Research Scholar used when the Exchange Visitor has an advanced degree and is entering the U.S. for a period of <u>up to 5 years</u> to conduct research, teach, observe, or consult in connection with a research project at research institutions, corporate research facilities, museums, libraries, post-secondary accredited institutions, or similar types of institutions, or lecture with his/her American colleagues, to participate actively in cross-cultural activities with Americans, and ultimately to share with his/her fellow citizens his/her experiences and increased knowledge about the U.S. and his/her substantive field(s).

f. Government Visitor - used when the Exchange Visitor is recognized by the USAID Mission Director as influential or distinguished and is entering the U.S. for a period of up to 18 months to participate in observational study tours, discussions, consultations, professional meetings, conferences, or workshops.

Training and Exchanges Automated Management System (TEAMS): TEAMS is the official USAID training database that facilitates performance tracking, analysis, and reporting for training by country and Development Objective. While the use of TEAMS is optional for in-country, third-country, and regional training, it is **mandatory** for U.S.-based activities.

2. Training in the U.S.

Visa Requirements and Reporting: A J-1 Visa is required for individuals who wish to enter the U.S. for USAID-funded training regardless of the type or duration of the training activity, unless waived by the Mission Director. Therefore, the Recipient must conform to the U.S. Government regulations on Visa Compliance for Exchange Visitors, and Mission-specific requirements for processing of J-1 Exchange Visitors.

The implementing partner must enter applicable information into TEAMS for any exchange visitors, funded in whole or in part, directly or indirectly through this agreement.

Vetting: All nominated participants must be vetted before approval against the U.S. Department of Treasury, Office of Foreign Assets Controls, "specially designated nationals" databases, and related U.S. government and United Nations sanctions, suspension, and debarment related databases. See below list for required searches:

- OFAC Sanctions List Search
- United Nations Security Council Consolidated List
- SAM.gov | Home

Other requirements: In addition to the J-1 visa requirements, the Contactor must also conform with other relevant USAID policy, regulatory, or legal requirements such as Participant Security Risk and Fraud Inquiry, requirements in ADS 206 Prohibition of Assistance to Drug Traffickers, Leahy Vetting (as applicable), English Language Proficiency (as applicable), Health and Accident Insurance Coverage (HAC), and other legal-related requirements.

Timeline for Processing Participants: For training in the United States, the process takes approximately 12 weeks for the participants who have been fully vetted as required. This estimated duration can be significantly longer if proposed participants require additional vetting, such as vetting for members of security forces or participants from covered countries. Therefore, the Recipient is strongly encouraged to engage the AOR as early as possible to initiate the process.

References and Authorities:

 ADS 252, "Visa Compliance for Exchange Visitors" http://www.usaid.gov/ads/policy/200/252

3. Third Country and Regional Training

While reporting third country and regional training in TEAMS is optional, in case the Recipient voluntarily agrees to do so, it is not required to list each individual participant by name, but it is instead to just enter the number of participants disaggregated by country, group and gender. In addition, IPs must follow the procedures below for third country and regional training:

- 1. Participants must have health insurance. The Health and Accident Insurance (HAC) provider used for the U.S.-based activities can also provide insurance coverage for third country and regional training.
- 2. The IP is responsible for planning, managing and oversight of training activities in third countries and regional training. In cases where the country of the training location does not have a USAID mission, the Implementing Partner may seek assistance from the U.S. Embassy, the host government Embassy, or a cooperating local entity.
- 3. In close consultation with the Agreement Officer Representative (AOR), training requests should be initiated at a reasonable timeline in advance of the desired program's start date.
- 4. Third country and regional training must NOT take place in certain foreign policy-restricted countries (including terrorist countries and countries considered "unfriendly" as determined by the U.S. Department of State) unless a waiver is granted by the Mission Director with clearances by the Resident Legal Office (RLO) and Program Office (PRO).

E.12 PROCUREMENT OF GOODS AND SERVICES

During the procurement, distribution, and monitoring process, the Recipient must ensure compliance with the eligibility of goods and services as well as the Source and Nationality requirements in accordance with <u>USAID ADS 310 Source and Nationality Requirements for Procurement of Commodities and Services Financed</u> by USAID and <u>ADS 312 Eligibility of Commodities</u>. Guidance on the eligibility of specific commodities and services may be obtained from the AO. If USAID determines that the Recipient has procured any commodities or services under this Agreement contrary to the requirements of this paragraph, and has received payment for such purposes, the AO may require the recipient to refund the entire amount of the purchase. Approval must be obtained from the Agreement Officer prior to the purchase of restricted commodities.

Source and Nationality: Except as may be specifically approved in advance by the AO, all commodities and services that will be reimbursed by USAID under this Agreement must be from the authorized geographic code specified in this award and must meet the source and nationality requirements set forth in 22 CFR 228. This provision must be included in all subawards and contracts which include procurement of commodities or services.

E.13 DEVELOPMENT EXPERIENCE CLEARINGHOUSE (DEC)

The Recipient must collaborate with the AOR to electronically submit the Activity progress reports and evaluation/assessment reports, and related materials to the Development Experience Clearinghouse ("DEC"). One copy of such reports (cleared by USAID) must be submitted to: USAID Development Experience Clearinghouse (DEC) Online (preferred): https://dec.usaid.gov/dec/home/Default.aspx

Mailing address:

USAID Development Experience Clearinghouse M/CIO/ITSD/KM/DEC RRB M.01-010 Washington DC 20523-6100

For questions on DEC submissions, contact:

M/CIO/ITSD/KM/DEC Telephone: +1-202-712-0579

Email: dataservicesrequest@usaid.gov

E.14 ENVIRONMENTAL POLICIES

CTI-CFF's environmental policies will apply to the Agreement per the scope of the program description in ATTACHMENT 2. The Recipient must alert the AOR of any changes in the planned interventions, which may require an initial environmental examination per USAID policies.

E.15 CLOSEOUT

Closeout of the PIO is accomplished by the AOR's acceptance and approval of the final report and approval of final payment. On submission of the voucher for final payment, the Recipient must certify that the PIO is complete and that any claims for payment have been settled.

E.16 PAYMENT METHOD

Payment method to be used for this PIO is periodic advance payment. The paying office for this PIO is:

Regional Office of Financial Management (ROFM)
USAID Regional Development Mission/Asia
Athenee Tower, 25th Floor
63 Wireless Road, Pathumwan
Bangkok, Thailand 10330

(Send Vouchers to: bkkaidpaymentaction@usaid.gov)

The Recipient is required to follow the steps and processes to request advance payment outlined in Mandatory Standard Provision M.5 Payment (Periodic Advance – Standard) (August 2018).

E.17 LIMITING PLASTIC POLLUTION AND MISMANAGED WASTE (MARCH 2020)

Environmental stewardship is a USAID priority, including preventing ocean pollution from mismanaged plastic waste. USAID seeks to model environmentally aware practices. As such, the Recipient is encouraged to use alternatives to disposable products to reduce environmental impacts. Further, the Recipient should identify opportunities to support and highlight environmentally friendly, sustainable solutions during the course of implementation.

[End of ATTACHMENT 1]

ATTACHMENT 2: PROGRAM DESCRIPTION

A. BACKGROUND

The Coral Triangle Initiative on Coral Reef, Fisheries, and Food Security (CTI-CFF) is actively advancing its Regional Plan of Action (RPOA 2.0). To meet the RPOA 2.0's goals for 2025 and 2030, a comprehensive five-year plan is being implemented, with support from the United States Agency for International Development Regional Development Mission for Asia (USAID/RDMA) through the USAID Sustainable Coral Triangle activity. This initiative aims to enhance the management of marine biodiversity and fisheries resources in the Indo-Pacific region, particularly in the context of a changing climate. The Activity intervention is structured around three primary objectives:

- 1. Strengthening governance and regional policy frameworks to ensure the effective implementation of sustainable fisheries and climate adaptation policies at both regional and national levels.
- 2. Empowering communities and other stakeholders to become catalysts for coastal and marine conservation, entrepreneurship, and climate resilience through collaborative partnerships and regional platforms.
- 3. Enhancing the availability and accessibility of sustainable and self-reliant financing mechanisms to support fisheries management, biodiversity conservation, and climate change adaptation and mitigation, ultimately promoting sustainable livelihoods in the Coral Triangle (CT) region.

The activities are aligned with the defined outputs and indicators in RPOA 2.0, and they are derived from the three principal objectives to achieve the anticipated outcomes. These activities will span all the implementation areas within the six Coral Triangle countries, which encompass the national jurisdiction of ocean and coastal waters across Southeast Asia and the Pacific. The Coral Triangle area includes Indonesia, Malaysia, Papua New Guinea, the Philippines, the Solomon Islands, and Timor-Leste (referred to as CT6).

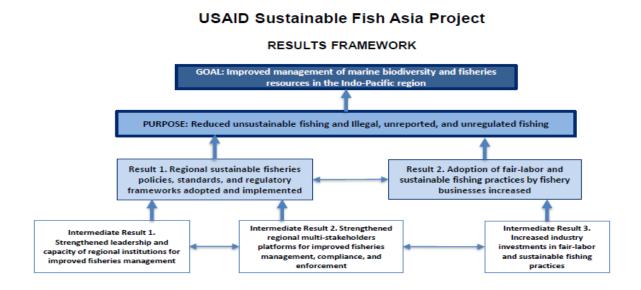
B. CTI-CFF Regional Plan of Action 2020-2030 (RPOA 2.0)

CTI-CFF is mandated by its RPOA 2.0 which has the following goals:

- By 2025, coastal communities and coastal and marine ecosystems are enabled to cope
 with the impacts of climate change, natural and anthropogenic threats, in the Coral
 Triangle region, due to measurable increased regional collaboration between the CT6 and
 our partners, for the implementation of the RPOA 2.0 facilitated through a strong and
 effective CTI-CFF
- By 2030, coastal communities and coastal and marine ecosystems in the CT region are more resilient/able to adapt to impacts of climate change, natural and anthropogenic threats, by improving food security, sustainable fisheries and coastal livelihoods

Entering the second term of its Regional Plan of Action, CTI-CFF is focusing on improving coastal and marine ecosystems, conservation of threatened species; and risk resilience and socioeconomic conditions. Some key targets include promoting and mainstreaming Gender Equality and Social Inclusion (GESI) in all activities among the six CTI-CFF member countries of Indonesia, Malaysia, Papua New Guinea, the Philippines, Solomon Islands, and Timor Leste, (CT6), strategic partners and the Regional Secretariat (RS); developing a Trust Fund¹ for a sustainable and independent financial platform to support program implementation; implementing sustainable fisheries; and reducing Illegal, Unreported and Unregulated (IUU) Fishing within the Coral Triangle Region.

The results framework of this PIO is as follows.



C. Theory of Change and Result Framework

The following theory of change aligns with both CTI-CFF's priority strategies and USAID SuFiA Project's Results Framework. USAID Sustainable Coral Triangle will support USAID SuFiA Project's Purpose of reduced fishing-related threats, including illegal, unregulated, and unreported fishing. At the Results level, USAID Sustainable Coral Triangle will contribute specifically to *Result 1*. *Regional sustainable fisheries policies, standards, and regulatory frameworks adopted and implemented* and *Result 2*. *Adoption of fair-labor and sustainable fishing practices by fishery businesses increased*.

At the Intermediate Results level, this theory of change aims to contribute to SUFIA's IR1 (strengthened leadership and capacity of regional institutions for improved fisheries management), IR2 (strengthened regional multi-stakeholder platforms for improved fisheries

¹ Currently, CTI-CFF is focusing on the establishment of the Coral Triangle Conservation Fund supported by the European Union (EU), Kreditanstalt für Wiederaufbau (KfW), Wildlife Conservation Society (WCS) and Conservation Finance Alliance (CFA), USAID, and Ocean Governance supported by EU and the World-Wide Fund for Nature (WWF).

management, compliance, and enforcement), and IR3 (increase industry investments in fair-labor and sustainable fishing practices). USAID Sustainable Coral Triangle's theory of change and results framework (see below) are designed to address issues that hinder effective management of fisheries resources and marine biodiversity which lead to IUU fishing. Obstacles in obtaining positive results in efforts towards combating IUU fishing include weak multilateral, national, and regional arrangements, and poor fisheries governance and management, leading to inefficient monitoring of fisheries management areas and weakened enforcement of country-level laws when fishing violations occur.

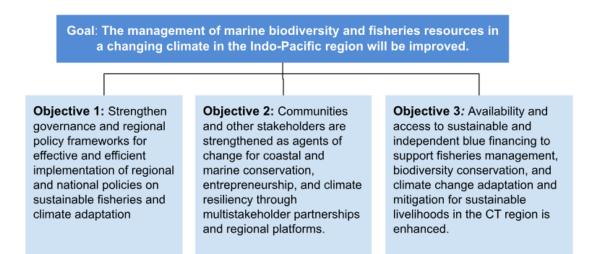
If governance and regional policy frameworks for effective and efficient implementation of regional and national policies on sustainable fisheries and climate adaptation are strengthened; and

If communities and other stakeholders as agents of change for coastal and marine conservation, entrepreneurship, and climate resiliency through multi-stakeholder partnerships and regional platforms are strengthened;

And if the availability and access to sustainable and independent blue financing to support fisheries management, biodiversity conservation, and climate change adaptation and mitigation for sustainable livelihoods in the CT region is enhanced;

Then, the management of marine biodiversity and fisheries resources in a changing climate in the Indo-Pacific region will be improved.

The long-term sustainable fisheries management policies will be jointly developed by engaged national fisheries agencies with support from other regional fisheries organizations such as the Western Pacific Regional Fishery Management Council, Southeast Asian Fisheries Development Center (SEAFDEC), Regional Fisheries Management Organizations (RFMO) and regional multistakeholder platforms developed through the USAID Sustainable Coral Triangle Activity and SuFiA TS for improved fisheries management, compliance, and enforcement, particularly addressing IUU fishing. Activities of USAID Sustainable Coral Triangle will be developed in line with the existing national fisheries management policies related to reduction of unsustainable fishing operation and practices, climate change mitigation/adaptation measures, development of the blue economy, and use of fisheries resources. USAID Sustainable Coral Triangle will contribute to improved management of marine biodiversity and fisheries resources in the Coral Triangle. The theory of change which will be described in more detail in the following sections can be summarized in the following Result Framework:



D. Activity goals, Objectives and Expected Results

The **Goal** of USAID Sustainable Coral Triangle is to improve the management of marine biodiversity and fisheries resources in a changing climate in the Indo-Pacific region.

The **Objectives** are:

- 1. <u>Objective 1</u>: Strengthen governance and regional policy frameworks for effective and efficient implementation of regional and national policies on sustainable fisheries and climate adaptation.
 - Expected Result 1.1: Regional and national efforts (initiatives/ programs/ projects/ collaborations, etc.) on IUU fishing, sustainable fisheries and climate adaptation by CTI-CFF Regional Secretariat and CT6 (six member countries) countries are increased.
 - **Expected Result 1.2:** Capacity within CTI-CFF Regional Secretariat (RS) and member countries to govern the transboundary Coral Triangle and formulate integrated fisheries management and climate adaptation policies and strategies is improved.
 - Expected Result 1.3: Demonstration of CT6 governments' commitment and capacity on combating IUU fishing, sustainable fisheries and climate adaptation is increased.
- 2. <u>Objective 2</u>: Strengthen communities and other stakeholders as agents of change for coastal and marine conservation, entrepreneurship, and climate resiliency through multi stakeholder partnerships and regional platforms.
 - Expected Result 2.1: Improved gender composition in the fisheries sector, including coastal resources management and marine conservation, and enhanced capacity and knowledge of women and youth in combating IUU fishing, marine biodiversity conservation, climate adaptation and entrepreneurship.

- Expected Result 2.2: Multi-stakeholder partnership and regional platforms, including CTI-CFF RS, are leveraged to strengthen sustainable resilient communities.
- 3. <u>Objective 3</u>: Enhance the availability and access to sustainable and independent blue financing to support fisheries management, biodiversity conservation, and climate change adaptation and mitigation for sustainable livelihoods in the CT region.
 - Expected Result 3.1: CTI-CFF's Coral Triangle Conservation Fund (CTCF), which
 provides sustainable and independent blue financing, is launched and becomes
 operational.
 - Expected *Result 3.2:* Coral Triangle Conservation Fund's guidelines, tools, and mechanisms are developed, refined, and implemented.
 - Expected Result 3.3: Institutional capacity of CTI-CFF RS, CT6 government, and stakeholders/partners is enhanced to support the development and implementation of Coral Triangle Conservation Fund's investments, activities and projects.
 - Expected Result 3.4: Partnerships with private investors are developed to secure resources to support the Coral Triangle Conservation Fund, and private and blended finance mechanisms are developed to mobilize the funds.

E. Guiding Principles

Gender and social inclusion: Gender and inclusive development (GID) issues are central to the achievement of equitable and sustainable development outcomes, and USAID strives to promote GID, in which men, women and people who are underrepresented and marginalized have equal opportunity to access, benefit from, and contribute to economic, social, cultural, and political development; enjoy socially valued resources and rewards; and realize their human rights. Within the fisheries industry, not only men and women, but also youth, persons with disabilities and marginalized social groups may have different levels of access to and use of fisheries resources, participation in decision-making, as well as information of their rights. The institution shall evaluate GID in regard to information access, technical capacities, and leadership roles, and develop appropriate targets and an action plan for engaging and benefiting people in the program inclusively as well as reducing GID gaps identified. The institution shall also indicate opportunities to promote women's and underrepresented groups' leadership and empowerment as a result of the activity.

Promoting gender equality and social inclusion is imperative for USAID Sustainable Coral Triangle to contribute to more inclusive and sustainable development and management of fisheries resources and marine biodiversity in the Coral Triangle region. CTI-CFF will adopt USAID's <u>ADS</u> 205, its <u>Gender Equality and Social Inclusion (GESI) Policy</u>, and the <u>CTI-CFF Women Leaders'</u> Forum Roadmap 2020-2025 will provide guidance on gender and social inclusion in CTI-CFF's

internal management practices, monitoring and evaluation system, and implementation of programs, projects, and activities. CTI-CFF will use USAID's ADS205 and various resources (i.e., <u>USAID Oceans 2018</u>, <u>Barclay et al. 2019</u>, <u>Mangubhai and Cowley 2021</u>) to conduct a GESI Analysis to inform the activity design, implementation, and monitoring, evaluation, learning (MEL), and in developing a gender and inclusive development action plan (GIDAP). CTI-CFF's Women Leaders' Forum composed of focal persons from the CT6 member countries and strategic partners will serve as resource persons and will coordinate this component. Currently the WLF Chair is Timor Leste and Co-Chair is the Coral Triangle Center.

Private sector engagement: CTI-CFF considers the private sector as a key stakeholder and will engage them in multi-stakeholder platforms. Engagement with the private sector will be, for example, as investors or co-financers in the Coral Triangle Conservation Fund or as technical experts. Private sector engagement will support CTI-CFF to improve the project's outputs/outcomes, attract more private sector investment, and achieve long-term impact. During Activity implementation, CTI-CFF will identify key private sector entities which can work with them to enhance their involvement and collaboration in promoting sustainability in fisheries in the region.

Fair-labor: CTI-CFF will facilitate improvement of fair-labor practices by engaging supervisory/concerned agencies, key stakeholders, and technology/innovation end-users.

Technology: As stipulated in the Regional Plan of Action 2.0, CTI-CFF will explore technology, research and development (R&D), and research studies under this Activity to strengthen capacity within CTI-CFF RS and member states on IUU fishing, fisheries management and climate adaptation (under Objective 1). USAID Sustainable Coral Triangle will explore technology solutions (e.g., Spot trace or AIS and VMS) in order to equip targeted communities with technology to combat IUU fishing and access/engage sustainable fisheries, biodiversity protections, food security and climate resilience (under Objective 2.)

F. Monitoring, Evaluation, And Learning

The CTI-CFF will develop an Activity Monitoring, Evaluation and Learning (MEL) Plan and submit a proposed Plan to the USAID's Agreement Officer's Representative (AOR) within 90 days upon awarding the PIO agreement. To develop the MEL Plan, along with the RS staff, CTI-CFF will devote three newly appointed staff specifically with the requisite capacity, i.e., skilled staff, sufficient staff, adequate budget, and necessary technology to collect, analyze, and use data for reporting, monitoring, and evaluation. A MEL Plan will be developed to ensure effective PIO grant activity monitoring, evaluation, and documentation of key learnings, progress, challenges, and success. Focus will be on the development of sound indicators for tracking the progress of activities towards the PIO grant activity objectives and the relevant USAID SUFIA Results

Framework's intermediate results and/or results. Based on these indicators, quantitative and qualitative data will be collected using appropriate methods, tools, and analysis. CTI-CFF will also incorporate collaborating, learning, and adapting practices across the CT6.

A set of indicators will be used to monitor and evaluate the Activity in order to measure progress towards targeted results and determine the impact of the activities within the Activity period. Wherever possible, gender-sensitive indicators will be developed. Pre- and post-event/activity evaluations will be conducted to determine if any transformation has occurred, and results will be analyzed vis-à-vis pre-implementation conditions. The project team will conduct the baseline study within 180 calendar days from the effective award date to set the baseline data. The project team and RS staff will be responsible for collecting the baseline information from the CT6 countries to prepare the baseline report. As part of the regular MEL activity, the project team will conduct the annual pause and reflect sessions.

[End of ATTACHMENT 2: PROGRAM DESCRIPTION]

ATTACHMENT 3: Standard Provisions for Cost-Type Agreements with Public International Organizations (PIOs)

I. MANDATORY STANDARD PROVISIONS FOR COST-TYPE AGREEMENTS WITH PUBLIC INTERNATIONAL ORGANIZATIONS (PIOs)

The following standard provisions must be used in all agreements. In addition, certain standard provisions have alternates, each applicable only to a specific agreement type or to a specific PIO or category of PIOs.

"Applicability statements" are contained in the parenthetical statement preceding certain standard provisions. In instances where a mandatory provision includes alternates, the Agreement Officer (AO) must include the applicable provision unless a deviation is approved in accordance with <u>ADS 308.3.12</u>. AOs must remove the applicability statements from the text of an agreement.

M.1 Allowable Costs (April 2011)

- a. The recipient must use funds provided under this agreement for costs incurred in carrying out the purposes of the agreement that are reasonable, allocable, and allowable.
 - (1) "Reasonable" means the costs do not exceed those that would ordinarily be incurred by a prudent person in the conduct of normal business.
 - (2) "Allocable" means the costs are necessary to the agreement.
 - (3) "Allowable" means the costs are reasonable and allocable, and conform to any limitations set forth in the agreement.
- b. The recipient is encouraged to obtain the USAID Agreement Officer's written determination in advance whenever the recipient is uncertain as to whether a cost will be allowable.

M.2 Amendment (April 2011)

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

M.3 Nonliability (April 2011)

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

M.4 Notices (April 2011)

Any notice given by USAID or the recipient must be in writing and delivered in person, mailed, or transmitted electronically by email or fax. Notices to USAID must be sent to the USAID Agreement Officer at the address specified in the agreement and to any designee specified in the agreement.

Notices to the recipient will be sent to the recipient's address specified in the agreement and to any designee specified in the agreement.

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

M.5 Payment (Periodic Advance – Standard) (August 2018)

- a. Periodic advances must be limited to the minimum amounts needed to meet the recipient's current cash disbursement needs and must be scheduled so that the funds are available to the recipient as close as is administratively possible to the actual cash disbursements by the recipient for program costs. Periodic advance requests may be established to meet the recipient's cash requirements for periods up to thirty (30) days.
- b. The recipient may submit requests for advances in one of the following ways: (1) every 30 days covering a thirty-day period; (2) three requests may be submitted covering thirty-day subperiods of a ninety-day period to be paid automatically every thirty (30) days; or (3) one request for ninety (90) days may be submitted to be automatically disbursed in thirty-day increments. Each request for an advance must be made using a SF-270 Request for Advance or Reimbursement (https://www.usaid.gov/sites/default/files/2022-05/SF-270%20%28Request%20for%20Advance%20or%20Reimbursement%29.pdf) and is subject to Chief Financial Officer (M/CFO) or Mission Controller approval (as appropriate) before actual disbursement. Requests must state the estimated cash disbursements to be made during the period covered by the request (i.e., amount of federal funds paid out), the estimated balance of cash on hand from prior advance requests, and the advance amount being requested. Cash advances made by the recipient to subrecipients or the recipient's field organizations must conform substantially to the same standards of timing and amount that apply to cash advances by USAID to the recipient (i.e., up to thirty (30) days to satisfy cash disbursement needs).
- c. The recipient must submit an SF-425, Federal Financial Report (https://www.usaid.gov/sites/default/files/2022-05/SF-425%20%28Federal%20Financial%20Report%29%20%28Replaces%20SF-269%29.pdf), no later than thirty (30) days after the end of the period covered by the advance to the paying office specified in the agreement in order to liquidate outstanding advances. The report must show cash disbursements, advances received, and any cash remaining on hand for the period covered by the report. In cases of multiple Operating Units funding a single agreement, the recipient is required to submit a breakdown of their financial reporting by funding Operating Unit. The report must include the authorized certifying official's signature for the accuracy and completeness of the required financial information on SF-425. Failure to provide these reports may result in the suspension, disruption, or termination of additional payments.
- d. If, at any time, the M/CFO or Mission Controller determines that the recipient has demonstrated an unwillingness or inability to:
 - (1) Establish procedures that will minimize the time elapsing between cash advances and the disbursement of funds;

- (2) Report cash disbursements and balances in a timely manner as required by the terms of the agreement; or
- (3) Impose the same standards of timing of advances and reporting on any subrecipient or any of the recipient's overseas field organizations, then the M/CFO or Mission Controller will advise the USAID Agreement Officer, who may suspend or revoke the advance payment procedure.
- e. Except as otherwise agreed to, within 90 days following the expiration of the agreement, the recipient must submit an interim final financial report using SF-425 (https://www.usaid.gov/sites/default/files/2022-05/SF-425%20%28Federal%20Financial%20Report%29%20%28Replaces%20SF-269%29.pdf) showing total cash disbursements, total advances received, and any cash remaining on hand, which the recipient must refund to USAID. The recipient must then submit a final financial report using the same **SF-425** form within six months of the end of the fiscal year in which the agreement expired. Each report must include the authorized certifying official's signature for the accuracy and completeness of the required financial information on SF-425. Funds can be withdrawn after the end date of the agreement, but only if the funds will be used to pay for goods and services received up to the agreement end date.

M.6 Audit and Records (November 2019)

- a. The recipient is required to maintain books, records, documents, and other evidence (together, the "account records") that, in reasonable detail, accurately and fairly reflect the transactions of the agreement. The recipient confirms that its financial statements prepared from the account records comply with the financial regulations, rules, policies, and procedures of the recipient and internationally accepted accounting standards. The recipient must maintain the account records after the final disbursement of funds under the agreement in accordance with the recipient's records retention policy, or for at least three years, whichever is longer.
- b. The recipient confirms that its financial statements relating to the agreement will be subject to audit in accordance with the applicable financial regulations, rules, policies, and procedures of the recipient. The recipient will notify USAID when reports are available from the recipient's external and internal oversight bodies. Upon USAID's reasonable request, the recipient will provide further available relevant information from the applicable external and internal oversight bodies on report findings and recommendations related to USAID-funded activities, including implementing partners' activities, unless disclosure of such information would be inconsistent with the recipient's rules and procedures concerning disclosure of information.
- c. In the event that USAID becomes aware of factors that would indicate a need for closer scrutiny of USAID-funded activities, USAID will bring these to the attention of the recipient. If the recipient's internal oversight body determines the need for a special independent audit, it will determine the scope and plan for any such audit in consultation with the recipient and USAID as appropriate. The costs of such an audit will constitute allowable costs under the agreement.

d. USAID may undertake spot checks related to activities funded by USAID. It is agreed that USAID may request and the recipient will provide, in a timely fashion, access to financial information required for such spot checks in accordance with procedures that will be mutually agreed by the parties. It is understood that representatives of USAID will be given access to the site of the project and/or the headquarters of the recipient. The recipient will provide all relevant financial information and clarifications to USAID representatives and will explain, with appropriate concrete examples, how the accounts are managed and the procedures used to ensure transparency and accuracy in the accounts. Access to relevant financial information will be planned and coordinated by USAID and the recipient in advance. It is understood that such spot checks will not constitute financial, compliance or other audits of USAID-funded activities, and are undertaken in a manner consistent with the UN's Single Audit Principle. The costs of such spot checks will be borne by USAID.

M.7 Refunds (Standard) (2019)

- a. If the recipient earns interest on U.S. Government advances before expending the funds for program purposes, the recipient must remit the interest annually to USAID in the same manner as funds were disbursed. Interest amounts up to \$500 per year may be retained by the recipient for administrative expenses.
- b. Funds obligated by USAID, but not disbursed to the recipient before the agreement expires or is terminated must revert to USAID, except for funds committed by the recipient to a legally binding transaction applicable to the agreement. Any funds advanced to, but not disbursed by, the recipient before the agreement's expiration or termination must be refunded to USAID, except for funds committed by the recipient to a legally binding transaction applicable to the agreement.
- c. If the USAID Agreement Officer determines, in consultation with the recipient, that USAID funds provided under the agreement have been expended for purposes not in accordance with the terms of the agreement, the recipient must refund that amount to USAID.

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

- a. The approved agreement budget is the financial expression of the recipient's program as approved during the agreement process. USAID is not obligated to reimburse the recipient for any costs incurred in excess of the total amount obligated under the agreement.
- b. The recipient must immediately request approval from the USAID Agreement Officer when there is reason to believe that, within the next 30 calendar days, a revision of the approved agreement budget will be necessary for any of the following reasons:
 - (1) To change the scope or the objectives of the program;
 - (2) To revise the funding allocated among program objectives by more than 10 percent of the total budget amount unless the agreement states otherwise;
 - (3) To request additional funding for the program; or

- (4) The recipient expects the amount of USAID authorized funds to exceed its needs by more than \$20,000 or ten percent (10%) of the USAID agreement, whichever is greater.
- c. The recipient will not be obligated to continue performance under the agreement (including actions under the "Termination Procedures" provision) or otherwise to incur costs in excess of the total amount obligated under the agreement, unless and until the USAID Agreement Officer notifies the recipient in writing that the obligated amount has been increased and specifies the new agreement total amount.

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

The agreement may be terminated by either party, in whole or in part, at any time with ninety (90) days written notice of termination. After receiving a termination notice from the USAID Agreement Officer, the recipient must take immediate action to cease all expenditures financed by the agreement and to cancel all unliquidated obligations if possible. The recipient may not enter into any additional obligations under the agreement after receiving the notice of termination, other than those reasonably necessary to close out the agreement. Except as provided below, no further reimbursement will be made after the effective date of termination. As soon as possible, but in any event no later than 120 days after the effective date of termination, the recipient must repay to USAID all unexpended USAID funds that are not obligated by a legally binding transaction applicable to the agreement. If the funds paid by USAID to the recipient before the effective date of termination are not sufficient to cover the recipient's obligations under a legally binding transaction, then the recipient may submit a written claim for such amount to USAID no later than 120 days after the effective date of termination. The USAID Agreement Officer must determine the amount(s) to be paid by USAID to the recipient under the claim in accordance with the "Allowable Costs" provision of the agreement.

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

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

M.11 Dispute Resolution (April 2011)

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

M.12 Title to and Disposition of Property (Standard) (April 2011)

Ownership of equipment, supplies, and other tangible property purchased with funds under the agreement will vest in the recipient during the life of the agreement. Disposition of excess property financed under the agreement will be made in consultation with USAID and, where

applicable, the host government of the country in which the activities financed under the agreement take place or other recipient organizations.

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

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

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

U.S. Executive Orders and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the responsibility of the recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all contracts or sub-agreements issued under the agreement.

M.15 Trafficking in Persons (August 2018)

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

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

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

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

a. The parties have a zero tolerance approach toward fraud, corruption, and other prohibited conduct, as defined below, which applies to all staff members, consultants, and other individual independent contractors, institutional contractors, and implementing partners receiving funding provided under this agreement.

- b. For purposes of this provision, prohibited conduct is defined according to the recipient's applicable regulations and policy on fraud and corruption, provided the following practices are included therein:
 - (1) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of a public official;
 - (2) "Fraudulent practice" means any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit, or to avoid an obligation;
 - (3) "Collusive practices" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (4) "Coercive practices" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and
 - (5) "Obstructive practices" means deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a recipient investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or acts intended to materially impede the exercise of recipient's contractual rights of audit or access to information.
- c. **Prevention of prohibited conduct.** The parties are firmly committed to take all necessary precautions to avoid and address prohibited conduct. The recipient will maintain appropriate standards that govern the conduct of its personnel related to prohibited conduct as set forth in the recipient's applicable staff regulations and rules, financial regulations and rules, and policies and procedures.
- d. Action regarding knowledge of prohibited conduct. With respect to knowledge of any actual, suspected, or alleged prohibited conduct, the recipient agrees that it has in place a suitable mechanism for a complete and comprehensive reporting of such conduct. When prohibited conduct is reported, the recipient's internal oversight body will take timely action as determined to be appropriate. When the recipient's internal oversight body determines an investigation is appropriate, the investigation will be conducted in accordance with the recipient's regulations, rules, policies, and procedures.
- e. Cooperation with regard to information concerning prohibited conduct. The recipient and USAID agree to promptly bring knowledge of prohibited conduct in relation to the agreement, of which the recipient or USAID has been informed or has otherwise become aware, to the attention of the recipient's internal oversight body. When the recipient becomes aware of credible allegations of prohibited conduct, the recipient will promptly inform the USAID Office of the Inspector General (OIG), and upon reasonable request, the recipient agrees to provide further available relevant information, unless disclosure of such information would be inconsistent with the recipient's rules and procedures concerning disclosure of information.

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

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

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

USAID any review or evaluation report pertaining to the activities funded under this agreement, or it will inform USAID that such report is available at the recipient's website.

- (2) The recipient will each year, pursuant to the recipient's regulations, rules, policies, and procedures, inform USAID about the schedule for reviews and evaluations planned for the following twelve (12) months, insofar as they concern activities funded under the agreement.
- d. The foregoing provisions regarding evaluation of projects funded under this agreement will not preclude that USAID may, separately or jointly with other financing partners and with prior written notice to the recipient, take the initiative to evaluate or review its cooperation with the recipient under this agreement, with a view to determining whether results are being or have been achieved and resources have been used for their intended purposes. In furtherance of such a review, the recipient agrees to allow access for site visits by USAID and/or its agents as necessary. It is understood that such evaluation or review will not constitute a financial, compliance, or other audit of any programs, projects, or activities funded under this agreement. Costs of such evaluations or reviews will be borne by USAID, unless otherwise agreed.

M. 19 Sexual Exploitation and Sexual Abuse and Sexual Harassment (Standard) (May 2021)

a.The Parties have a zero tolerance for inaction approach to tackling sexual exploitation and sexual abuse ("SEA") and sexual harassment ("SH")². This means the recipient, and its implementing partners, will take all reasonable and adequate steps to prevent SEA and SH of any person linked to the delivery of this agreement by both its employees and any implementing partner and respond appropriately when reports of SEA and SH arise. Unless inconsistent with a specific policy or rule governing the recipient, the recipient will apply the IASC Six Core Principles Relating to Sexual Exploitation and Abuse and the following principles and practices when implementing the activities under this agreement and provide evidence to demonstrate this where required:

1)Adherence to the IASC Minimum Operation Standards--Protection from Sexual Exploitation and Abuse by own Personnel (MOS-PSEA) and/or the SEA elements of the Core Humanitarian Standard on Quality and Accountability;

2) A victim/survivor-centered approach³ to SEA and SH issues;

² See the <u>DAC Recommendation on Ending Sexual Exploitation</u>, <u>Abuse</u>, <u>and Harassment in Development Co-operation</u> <u>and Humanitarian Assistance: Key Pillars of Prevention and Response</u> for definitions of sexual harassment and sexual exploitation and abuse.

³ For purposes of this agreement, "survivor" has the same meaning as "victim" in UN policies and instruments. A victim/survivor-centered approach is one for whichthe victim/survivor's dignity, experiences, considerations, needs, and resiliencies are placed at the center of the process, from the initial program design to investigating and responding to potential incidents. Consistent with the UN Protocol on Allegations of SEA Involving Implementing Partners, the victim/survivor should be informed, consulted during the decision-making process, and provide consent on the possible use and disclosure of their information. Those interacting with the victim/survivor and/or handling information regarding the allegation must maintain confidentiality, take appropriate measures to ensure the safety of the victim/survivor, and apply victim/survivor-centered principles which are safety, confidentiality, respect, and non-discrimination. When the victim/survivor is a child, the approach must consider the best interests of the child

- 3) Strong leadership and signaling on tackling SEA and SH;
- 4) Make all reasonable and adequate efforts to address gender inequality and other power imbalances;
- 5)Robust reporting to enhance accountability and transparency. Recipients will ensure that SEA and SH standards from this arrangement are reflected in funding templates with implementing partners, by means such as, but not limited to, adherence to the United Nations Protocol on Allegations of Sexual Exploitation and Abuse Involving Implementing Partners, as applicable.
- b.(1) The recipient will promptly inform USAID's Office of Inspector General (OIG) of allegations of SEA credible enough to warrant an investigation, in cases that: (i) are directly related to the activities funded by this agreement; or (ii) in the recipient's view, would have a significant impact on the partnership between the recipient and USAID or the U.S. Government. The notification should indicate, as available and applicable, the following: nature, date, and location of the alleged misconduct; date of first report to the recipient; involvement of any implementing partner(s); state of affairs concerning the investigation; action that will be taken by the recipient; and whether the case has been referred to law enforcement. The recipient will provide updates on the status of the case, as appropriate.
- (2) Upon request from USAID or USAID's OIG, the recipient agrees to provide further available, relevant information for allegations notified under paragraph (1) unless disclosure of such information would be inconsistent with the recipient's rules and procedures concerning disclosure of information.
- c. It is understood and accepted that the recipient will report on SEA in accordance with subparagraph b, as consistent with its respective regulations, rules, policies, and procedures and subject to not compromising the safety, security, privacy, and due process rights of any concerned persons. Any information or documentation provided in accordance with subparagraph b above will be treated by USAID OIG with utmost discretion in order to ensure, inter alia, the probity of any investigation, protect sensitive information, maximize the prospect of recovery of funds, ensure the safety and security of persons or assets, and respect the due process rights of all involved. OIG will presume information/documentation to be confidential, deliberative, and investigatory and will ensure that information/documentation provided to USAID personnel will be available solely to those who strictly require access to such information/documentation. Any disclosure of such information/documentation beyond such personnel will require notification and consultation with the recipient. USAID and OIG will obtain the express written authorization of the recipient before disclosing any such information/documentation in a judicial proceeding or to the public, unless disclosure is otherwise required by U.S. federal or international law applicable to USAID and is not subject to the recipient's privileges and immunities under international and/or federal law (such as information/documentation constituting UN archives).

and engage with the family/caregivers as appropriate. Staff and partners should comply with host country and local child welfare and protection legislation or international standards, whichever gives greater protection.

- d. When the recipient becomes aware of suspicions or complaints of SEA and SH, the recipient will take swift and appropriate action to stop harm occurring, investigate and report to relevant authorities (for potential criminal matters) in a manner consistent with a victim/survivor-centered approach. The recipient must maintain appropriate standards that govern the conduct of its personnel and implementing partners and a suitable mechanism for complete and comprehensive reporting of such conduct.
- e. USAID,or any of its duly authorized representatives may at all times carry out reviews, evaluations or other oversight measures to verify the recipient's zero tolerance for SEA and SH, in accordance with agreed terms of reference and provided that such measures are consistent with the single audit principle governing the UN, if applicable. The recipient will fully cooperate with any such reasonable requests by USAID or any of its duly authorized representatives or agents to carry out such oversight measures.

II. REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR COST-TYPE AGREEMENTS WITH PUBLIC INTERNATIONAL ORGANIZATIONS

RAA.1 RESERVED

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

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

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

RAA.3 RESERVED

RAA.5 Publications and Media Releases (April 2011)

a. If the recipient intends to identify USAID's grant to any publication, video, or other information/media product resulting from the agreement, the recipient must obtain the approval of the USAID Bureau of Legislative and Public Affairs, in advance, in writing. The product must state that the views expressed by the author(s) do not necessarily reflect those of USAID.

Acknowledgements must identify the sponsoring USAID Bureau/Independent Office or Mission and the U.S. Agency for International Development substantially as follows.

"This [publication, video, or other information/me	edia product (specify)] [,]	was made possible
through support provided by the Office of	, Bureau for	, U.S. Agency for
International Development, under the terms of A	ward No	The opinions
expressed in this [publication, video, or other info	ormation/media produc	t] are those of the

author(s) and do not necessarily reflect the views of the U.S. Agency for International Development."

- b. The recipient must provide USAID with one copy of all published works developed under the agreement and with lists of other written works produced under the agreement or a link to the relevant website.
- c. Except as otherwise provided in the terms and conditions of the agreement, the author or the recipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under the agreement, but USAID reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for U.S. Government purposes.

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

Funds provided under the agreement must not be used to finance the travel, per diem, hotel expenses, meals, conference fees, or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization. The recipient may consult the USAID Agreement Officer for further information on what constitutes a foreign delegate to an international conference.

RAA.7 RESERVED RAA.8 RESERVED RAA.9 RESERVED RAA.10 RESERVED RAA.11 RESERVED

RAA.12 Reporting of Foreign Taxes (Standard) (August 2018)

- a. By April 16 of each year, the recipient must submit a report containing:
 - (1) Recipient name.
 - (2) Contact name with phone, fax, and email.
 - (3) Award number(s).
 - (4) The total amount of value-added taxes and customs duties (but not sales taxes) assessed by a foreign government [each foreign government must be listed separately] on purchases in excess of \$500 per transaction of supplies, materials, goods or equipment, during the 12 months ending on the preceding September 30, using funds provided under this agreement.
 - (5) Any reimbursements received by April 1 of the current year on value-added taxes and customs duties reported in (iv).
 - (6) Reports are required even if the recipient did not pay any taxes or receive any reimbursements during the reporting period.
 - (7) Cumulative reports may be provided if the recipient is implementing more than one program in a foreign country.

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- (8) Reports are required even if the recipient did not pay any taxes during the report period.
- (9) Cumulative reports may be provided if the recipient is implementing more than one program in a foreign country.
- b. Submit the reports to: [insert address and point of contact at the Embassy, Mission, or M/CFO/CMP as appropriate, may include an optional "with a copy to"].
- c. Foreign taxes are not allowable where the AO provides the necessary means to the recipient to obtain an exemption or refund of such taxes, and the recipient fails to take reasonable steps to obtain such exemption or refund. Otherwise, taxes are allowable in accordance with the Standard Provision, M.1. Allowable Costs and must be reported as required in this provision.
- d. Subagreements. The recipient must include this reporting requirement in all applicable subcontracts, subawards, and other subagreements.

RAA.13 RESERVED RAA.14 RESERVED RAA.15 RESERVED

[END OF ATTACHMENT 3: Standard Provisions for Cost-Type Agreements with Public International Organizations (PIOs)]

[End of Cost-Type Agreement PIO No. 72048623IO0000X]