

Award Date

NAME

CONTACT INFORMATION

Subject: Subgrant under USAID Cooperative Agreement No. GHS-A-00-05-00012-00
for the A2Z Project
AED Subagreement No. 3567 – 0031 – 0

Dear Mr. NAME :

In accordance with the subject Cooperative Agreement between the Academy for Educational Development (hereinafter referred to as “AED”) and the U.S. Agency for International Development, the NAME (hereinafter referred to as the “Subrecipient” or NAME) is hereby awarded this Subagreement to provide support as described in the Schedule of this Subagreement and Attachment 2, entitled “Program Description” in the amount of \$0000 as detailed in Attachment 3 entitled “Budget”.

This Subagreement is effective and obligation is made as of INSERT DATE and shall apply to commitments made by the Subrecipient in furtherance of program objectives during the period beginning with the effective date and ending INSERT DATE. This Subagreement shall be incrementally funded and at this time is funded in the amount of \$0000 to support activities through INSERT DATE. AED shall not be liable for reimbursing the Subrecipient for any costs in excess of the obligated amount.

This Subagreement is made to the NAME on the condition that the funds will be administered in accordance with the terms and conditions as set forth in Attachment 1, entitled "Schedule"; Attachment 2, entitled "Program Description"; Attachment 3 entitled “Budget”; Attachment 4 entitled "Standard Provisions for Non-U.S. Nongovernmental Recipients"; and Attachment 5, entitled "Administration of Assistance Awards to Non-U.S. Non-Governmental Organizations (22 CFR 226)”.

Please sign, or have the appropriate NAME official sign, both partially executed originals and return one fully executed original to my attention.

Sincerely yours,

Gabriela Salazar
Contracts/Grants Administrator
AED Contracts/Grants Management

Attachments:

1. Schedule
2. Program Description
3. Budget
4. Standard Provisions for **Non**-U.S. Non-Governmental Recipients
5. Administration of Assistance Awards to U.S. Non-Governmental Organizations (22 CFR 226)
6. Standards for USAID-Funded Publications
7. Standards for USAID-Funded Video Productions
8. Executive Order on Terrorist Financing (EO 13224)
9. OMB Circular No. A-122 Cost Principles
10. Branding Strategy and Marking Plan

APPROVED BY:

ACADEMY FOR EDUCATIONAL DEVELOPMENT (AED)

Signature: _____

Name: Margaret B. Parlato

Title: Senior Vice President

Date: _____

ACCEPTED BY:

NAME

Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A
SCHEDULE

SCHEDULE

A. Purpose of Subagreement

The purpose of this Subagreement is to provide support for the program description in Attachment 2 to the Subagreement entitled "Program Description".

B. Period of Subagreement

The effective date of this Subagreement is **DATE**. The estimated completion date of this Subagreement is **DATE**. However, if suspension or termination of this Subagreement is necessary, it will be done in accordance with 22 CFR 226.61 entitled "Suspension and Termination" [see Attachment 5 Administration of Assistance Awards to U.S. Non-governmental Organizations (22 CFR 226)].

C. Amount of Award and Payment

1. The total estimated amount of this Award for the period shown in Section B above is **\$00000**.
2. AED hereby obligates the amount of **\$000000** for the performance of this Subagreement in accordance with the Budget below in Section D and as detailed in Attachment 3. The Subrecipient will be given written notice by the Contracts Administrator when additional funds will be added. AED is not obligated to reimburse the Subrecipient for the expenditure of amounts in excess of the total obligated amount.

IF APPLICABLE

3. Advance Payment. Requests shall be submitted within 15 days following the end of each month. Requests shall include by cost element following the format of the Subagreement budget (Attachment 3) **NAME** projected expenditures for the month and an accounting of all prior advances. All requests must be signed and approved by a certifying official of **NAME**. Advance payment shall be made upon satisfactory receipt of a monthly advance request submitted directly to:
Roshelle Payes
Child Blindness Grants Manager
Academy for Educational Development
1825 Connecticut Avenue, N.W.
Washington, D.C. 20009-5721
 - a) Subrecipient shall receive an initial advance equal to the total value of this Subagreement divided by the number of months in the period of performance or other such amount as may be justified by a detail estimate of expenses for the first 30 days of performance. This advance shall be due and payable upon signature of this Subagreement by Subrecipient and receipt of a request for an advance by AED.
 - b) Subrecipient shall be entitled to submit a request for subsequent advances, equal to the estimate of expenses for the next thirty (30) days of performance so long as no more than two (2) advances are outstanding at any given time.
 - c) Subrecipient shall be required to submit a reconciliation of each advance not later than forty-five (45) days after receipt of the advance.
 - d) Failure to submit reconciliation within sixty (60) days after receipt of an advance will result in forfeiture of Subrecipient's right to request future advances and all future payments will be made on a cost reimbursement basis only, and only after all outstanding advances have been reconciled.
 - e) AED agrees to make payment upon receipt and verification of each reconciliation within thirty (30) days of receipt of the reconciliation. If the reconciliation results in costs approved for the period being less than the advance paid, the difference will be reflected in an adjustment to the next advance or reimbursement request as may be applicable.

- f) Subrecipient can continue to request additional advances as long as the requirements above are satisfied until sixty (60) days prior to the expiration of this Subagreement.
- g) At no time will Subrecipient have more than two (2) thirty (30) day advances outstanding at any given time.
- h) AED reserves the right to unilaterally reduce the amount of any advance requested based on prior reconciliation expense history.
- i) Subrecipient may request an increase in an advance based on a planned and documented extraordinary procurement event(s).

4. **Submission of Vouchers.** Should an advance be required, the Subrecipient must submit certified monthly invoices or vouchers; if an advance is not required quarterly certified invoices or vouchers are required. All invoices shall be submitted within 15 days following the end of the period directly to:

Roshelle Payes
 Child Blindness Grants Manager
 Academy for Educational Development
 1825 Connecticut Avenue, N.W.
 Washington, D.C. 20009-5721

Billing for costs shall be vouchered by cost element following the format of the Subagreement budget (Attachment 3), including (1) budgeted amount; (2) expenditures for the period vouchered; and (3) cumulative costs. The voucher shall include the following:

- the Subrecipient’s name and address,
- the period covered by the voucher,
- a complete breakdown for the billing period of the number of days worked by each individual/position (staff and consultants), the daily rate for each individual, the extended amount (number of days x daily rate) for each, and the total amount;
- a certification signed by an authorized representative of the Subrecipient as follows:

The undersigned certifies: (a) that payment of the sum claimed under the cited Subagreement is proper and due and that appropriate refund to AED will be made promptly upon request by AED in the event of nonperformance in whole or in part, under the Subagreement or for any breach of the terms of the Subagreement; and (b) that information in the fiscal report is correct and such detailed supporting information as AED may require will be furnished by the Subrecipient promptly to AED or its authorized representatives on request; and (c) that all requirements called for by the Subrecipient to the date of this certification have been met.

By _____ Title _____ Date _____

D. Budget

The following is the Subagreement Budget. Revisions to this budget shall be made in accordance with 22 CFR 226.25. The Subrecipient may, without prior approval of AED, transfer funds among direct cost categories. The cumulative amount of such transfers may not exceed 10% of total estimated costs without the prior written approval of the AED Contracts Manager.

1. Cost Elements

Salaries	\$0000
Travel and Transportation	0000

Other Direct Costs	00000
Total	\$00000

The above budget is based on the cost estimate included in Attachment 3.

E. Reporting and Evaluation

1. Financial Reporting –the Subrecipient shall submit financial status reports and cost share reports to the AED Project Director and Program Officer specified below on a quarterly basis as provided for in 22 CFR 226.52. The reports shall be submitted no later than 20 days following the end of each quarter. A final financial status report and a cost share report are also required within 60 calendar days following the end of the Subagreement.

2. Audit Report – This Subagreement is funded under AED's prime agreement GHS-A-00-05-00012-00 with the United States Agency for International Development. As such, AED is a primary recipient of a Federal award and is subject to per OMB Circular A-133, which establishes the audit requirements and responsibilities of recipients of Federal awards.

IF APPLICABLE

As **NAME** is a non-U.S.-based entity, this Circular does not apply. However, to verify prudent financial management of this subagreement, AED shall require an annual audit of the funds used under this subagreement. If the subrecipient has an independent program or organizations annual audit, the subrecipient will submit to AED a copy of the audit report within thirty (30) days of the Subrecipient’s receipt of the report. In addition, AED shall maintain the right to arrange for an annual independent audit to be financed directly by AED. Should the Subrecipient expend more that \$300,000 annually in USAID funds inclusive of this award, it is the responsibility of the Subrecipient to conduct an audit under the USAID Guidelines for Financial Audits Contracted by Foreign Recipients as required by the USAID Inspector General. A copy of this audit shall be submitted to AED within thirty (30) days of its completion.

Additionally, the Subrecipient is required to:

1. Maintain financial records for expenditures and receipts relating to this project, which shall be subject to audit.
2. Request reimbursement for expenses incurred only during the Subagreement period specified in this document.
3. Charge this Subagreement and voucher AED only for costs and expenditures that were included in the **[INSERT NAME]** approved budget (see Attachment 3). The addition of new line items must be approved in advance, in writing, by the AED Contracts Manager and shall be incorporated into this Subagreement by amendment.
4. Retain all records and other supporting documents relating to this Subagreement for five years after the Subagreement’s termination date. The Subrecipient is also required to permit AED and/or USAID reasonable access to files, records, and personnel during the term of this Subagreement and for five years thereafter for the purpose of making financial audits, verifications or program evaluations.

All financial reports and invoices shall be sent to:

Roshelle Payes

Child Blindness Grants Manager
Academy for Educational Development
1825 Connecticut Avenue, NW
Washington, DC 20009-5721

E. Monitoring and Reporting Performance

Performance Reports:

The Subrecipient will provide the following reports, as specified below, in accordance with 22 CFR 226.51 and 226.52 and the Substantial Involvement provisions. All reports shall be submitted to the Jean Baker, Project Director.

ADD REPORTING REQUIREMENTS HERE

F. Substantial Involvement Understandings

Substantial AED involvement under this Subagreement shall include:

1. Approval of the Subrecipient's Annual Implementation Plans and Budgets. Significant changes by the Subrecipient to the approved plan and budget will require additional approval.
2. Approval of the recipient's monitoring and evaluation plan. Significant changes by the Subrecipient to the approved plan will require additional approval.

3. ADD SUBSTANTIAL INVOLVEMENT HERE.

G. Resolution of Conflicts

Conflicts between any of the Attachments of this Subagreement shall be resolved by applying the following descending order of precedence:

Attachment 1 – Schedule

Attachment 5 – Administration of Assistance Awards to U.S. Non-Governmental Organizations (22 CFR 226)

Attachment 2 – Program Description

Attachment 4 – Standard Provisions for **Non**-U.S. Nongovernmental Recipients

H. Title to Property and Procurement

Title to all property financed under this award shall vest in AED.

I. Authorized Geographic Code

The authorized Geographic Codes for procurement under this proposed Subagreement are 000 (United States) for goods and 935 for services. As provided for in 22 CFR 228.02, the criteria for source and origin waivers for assistance provided under the FREEDOM Support Act are stated in section 498B(h)(2) of the Foreign Assistance Act of 1961, subject to any further restrictions imposed by agreement or regulation. The basic criteria in section 498B(h)(2) are: (A) the provision of the assistance requires commodities or services of a type that are not produced in and available for purchase in any country specified in the authorized Geographic Codes; or (B) the procurement in another country is necessary to meet unforeseen circumstances – emergency situations – where it is important to permit procurement in a country not specified in the authorized Geographic Codes, or to promote efficiency in the use of United

States foreign assistance resources, including to avoid impairment of foreign assistance objectives. An additional requirement for waivers of type (A) to countries in Code 935 is that the commodities or services are also of a type that are not produced in and available for purchase in a country specified in Code 941.

J. Special Provisions

1. Reporting of Taxes

AED through its prime award with the United States Agency for International Development (USAID) is required to obtain information from all of its partners regarding payment of value-added-taxes (VAT) or customs duties on commodity purchases financed with US government funds. The following reporting requirements may apply to this award:

- a) Final Reports. The Subrecipient must annually submit one report for the year ended September 30 by February 28 of the next year.
- b) Contents of the Report. The reports must contain
 - i) Subrecipient's name.
 - ii) Contact name with phone, fax and email.
 - iii) Subagreement number(s)
 - iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this subagreement during the prior U.S. fiscal year.
 - v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
 - vi) Any reimbursements received by the Subrecipient during the period (iv) regardless of when the foreign tax was assessed plus, any reimbursements on the taxes reported in (iv) received through March 31.
 - vii) Reports are required even if the Subrecipient did not pay any taxes during the report period.
 - viii) Cumulative reports may be provided if the Subrecipient is implementing more than one program in a foreign country.
- c) Definitions. For purposes of this clause:
 - i) "Agreement" includes AED direct and country contracts, grants, cooperative agreements and interagency agreements.
 - ii) "Commodity" means any material, article, supply, goods, or equipment.
 - iii) "Foreign government" includes any foreign governmental entity.
 - iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.
- d) Submit the reports to:

Roshelle Payes
Child Blindness Grants Manager
Academy for Educational Development
1825 Connecticut Avenue, NW
Washington, DC 20009-5721
- e) Subcontract. The Subrecipient must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements.
- f) For further information see <http://www.state.gov/m/rm/c10443.htm>.

2. AED reserves the right to review all reports and other products resulting from this Subagreement prior to distribution in any form.
3. This Subagreement is funded under AED's prime agreement GHS-A-00-05-00012-00 with the United States Agency for International Development. As such, AED is a primary recipient of a Federal award and is subject to OMB Circular A-122 that establishes cost principles for non-profit organizations receiving cost-reimbursable awards from the federal government. Under the provisions of the Circular, **NAME**, a Subrecipient to AED, is defined as a sub-recipient of a Federal award and is subject to the same cost principles and responsibilities outlined in OMB A-122. A copy of OMB Circular A-122 is provided in Attachment 9 of this award.
4. AED and its funding agency (USAID) in accordance with Standard Provision entitled "Publications" shall be prominently acknowledged (unless otherwise instructed in writing) in all publications, videos, or other information/media products funded or partially funded through this Subagreement, and the product shall state that the views expressed by the author(s) do not necessarily reflect those of AED or those of its funding agency USAID.
5. **NAME** shall consult AED's Project Director, Jean Baker, and through her, the USAID Project Officer as to the inclusion of an acknowledgment of support by USAID in any communications product, report, audio or video material, presentation, or document based in whole or in part on work performed under this Subagreement. If such acknowledgments are required, the acknowledgments shall be as follows:

"This (insert type of material or document) was made possible through support provided to the A2Z Project by the U.S. Agency for International Development, under the terms of Cooperative Agreement No. GHS-A-00-05-00012-00 awarded to the Academy for Educational Development (AED). The opinions expressed herein are those of the author(s) and do not necessarily reflect the views of the U.S. Agency for International Development".
6. In its capacity as Recipient of the subject Cooperative Agreement, AED shall have responsibility for all communication with USAID. The Subrecipient shall channel any necessary communications with USAID through AED.

K. Executive Order on Terrorist Financing

The Subrecipient 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 Subrecipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this Subagreement.

M. Notices

All notices given hereunder shall be in writing and shall be delivered in person or sent by telegraph, cable, facsimile transmission, or registered or certified mail as follows:

To AED:
Gabriela Salazar
Contracts/Grants Administrator
Academy for Educational Development
1875 Connecticut Avenue, NW
Washington, D.C. 20009-5721
Tel: (202) 884-8148

Fax: (202)884-8411
Email: gsalazar@aed.org

To NAME
CONTACT INFORMATION

Notices shall be effective when delivered in accordance with this clause or on the effective date stipulated in the notice, whichever is later.

N. Communication Products

1. Definition – Communications products are any printed material (other than non-color photocopy material), photographic services or video production services.
2. Standards – USAID has established standards for communication products. These standards must be followed unless otherwise specifically provided in the Subagreement or approved in writing by the AED Contracts Administrator. A copy of the Standards for USAID-financed publications and video productions is attached.
3. Communications products which meet any of the following criteria are not eligible under this Subagreement unless specifically authorized in the schedule of the Subagreement or in writing by the AED Contracts Administrator:
 - a) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout, and production costs.
 - b) Any communication products that will be sent directly to, or are likely to be seen by, a Member of Congress or Congressional staffer.
 - c) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to PPC/CDIE and other USAID/W offices for internal use.)

O. Inspection

Through its authorized representative(s), AED shall have the right, at all reasonable times, to inspect or otherwise evaluate the work being performed under this Subagreement. If AED performs such an inspection/evaluation, NAME agrees (a) to make its premises, and those of any third-tier Subrecipient, available and (b) to provide all reasonable facilities and assistance consistent with the convenience and safety of AED representatives. AED shall perform all such inspections/evaluations so as not to unduly delay work under this Subagreement.

P. Program Income

Program income shall be deducted from the total project or program allowable cost in determining the net allowable cost on which AED's share of the costs is based in accordance with 22 CFR 226.24.

Q. Cost Share
IF APPLICABLE

Although there is no specific requirement, subrecipient must make every effort to cost share. Cost sharing should be used to support or contribute to the achievement of the subagreement results. All cost sharing shall meet the criteria as set forth in 22 CFR 226.23.

OR

In accordance with 22 CFR 226.23, the Subrecipient shall be required to provide non-federal cost sharing during the implementation of this award as described in the **NAME** project proposal and budget. Total projected cost sharing is estimated at **\$0000**. Deviations from this amount require the approval of the AED Contracts Manager.

R. LOCAL PROCUREMENT (OCTOBER 1998)

1. Financing local procurement involves the use of appropriated funds to finance the procurement of goods and services supplied by local businesses, dealers, or producers, with payment normally being in the currency of the cooperating country. Regardless of which source, origin, and nationality rules in paragraph (b) of the Provision entitled "USAID Eligibility Rules for Goods and Services" apply, these rules may be followed for local procurement. Rules on Ineligible and Restricted goods continue to apply.
2. Locally financed procurements must be covered by source and nationality waivers as set forth in 22 CFR 228, Subpart F, except as provided for in the Standard Provision "USAID Eligibility Rules for Goods and Services," or when one of the following exceptions applies:
 - a) Locally available commodities of U.S. origin, which are otherwise eligible for financing, if the value of the transaction is estimated not to exceed \$100,000 exclusive of transportation costs.
 - b) Commodities of geographic code 935 origin if the value of the transaction does not exceed the local currency equivalent of \$5,000.
 - c) Professional services contracts estimated not to exceed \$250,000.
 - d) Construction services contracts estimated not to exceed \$5,000,000.
 - e) Commodities and services available only in the local economy (no specific per transaction value applies to this category). This category includes the following items:
 - i) Utilities including fuel for heating and cooking, waste disposal and trash collection;
 - ii) Communications - telephone, telex, fax, postal and courier services;
 - iii) Rental costs for housing and office space;
 - iv) Petroleum, oils and lubricants for operating vehicles and equipment;
 - v) Newspapers, periodicals and books published in the cooperating country;
 - vi) Other commodities and services and related expenses that, by their nature or as a practical matter, can only be acquired, performed, or incurred in the cooperating country, e.g., vehicle maintenance, hotel accommodations, etc.
 - f) The coverage on ineligible and restricted goods and services in the standard provision entitled, "USAID Eligibility Rules for Goods and Services," also apply to local procurement.
 - g) This provision will be included in all subagreements where local procurement of goods or services will be financed with USAID funds.

S. Foreign Government Delegations to International Conferences

Funds in this agreement, may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an

international conference sponsored by a public international organization, except as provided by in ADS Mandatory Reference “Guidance on Funding Foreign Government Delegations to International Conferences” or as approved by the A2Z Project Director.

T. Marking under USAID-Funded Assistance Instruments

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 donors 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 Subrecipient will mark appropriately all activities, public communications, commodities per the attached branding strategy and marking plan (attachment 10).

<End of Schedule>

ATTACHMENT 2
PROGRAM DESCRIPTION

ATTACHMENT 3
BUDGET

ATTACHMENT 4
STANDARD PROVISIONS FOR NON-U.S. NONGOVERNMENTAL RECIPIENTS

ATTACHMENT 5
ADMINISTRATION OF ASSISTANCE AWARDS TO
U.S. non-Governmental Organizations (22 CFR 226)

ATTACHMENT 6
STANDARDS FOR USAID-FUNDED PUBLICATIONS

ATTACHMENT 7
STANDARDS FOR USAID-FUNDED VIDEO PRODUCTIONS

ATTACHMENT 8
EXECUTIVE ORDER ON TERRORIST FINANCING

ATTACHMENT 9
OMB CIRCULAR NO. A-122
COST PRINCIPLES FOR NON-PROFIT ORGANIZATIONS

ATTACHMENT 10
THE USAID MICRONUTRIENT AND CHILD BLINDNESS PROJECT'
BRANDING STRATEGY AND MARKING PLAN