#### Mouth, Day, 2019

Mr/Ms. Name **Position** Org Name Office address, Afghanistan

DUNS number: XXX

Subject: Fixed Amount Award No. 19-0X-0X, under the ACEP XXX

#### Dear Mr/Ms. Name

This Fixed Amount Award, funded by the United States Agency for International Development (hereinafter "USAID") under Cooperative Agreement Number AID-306-A-14-00001, awarded on December 4, 2013 and, entitled the Afghan Civic Engagement program ("ACEP") is implemented by Counterpart International, Inc. (hereinafter "Counterpart") and awarded to the Org Name "(acronym)" or "Recipient"). The total amount is AFN [Amount], according to the Budget in Attachment 1, Schedule, to support the subject award, as more fully described in Attachment 2, the Program Description.

By signing this Grant Agreement, Recipient agrees that:

- 1. The Recipient will comply with the terms and conditions as set forth in the attachments listed following the signature below, which are incorporated as part of the Grant Agreement.
- 2. The Recipient will maintain records of transactions related to the Grant Agreement for at least three years after payment of the final milestone. After the end of the agreement, Counterpart and its donor retain the right, at its discretion, to examine all or a sample of the Recipient's records or transactions related to the Grant Agreement where concerns of implementation irregularities arise.
- 3. Counterpart is not liable for reimbursing the Recipient for any amount in excess of the award amount, or outside of the grant period, as provided in the Schedule.
- 4. Unless otherwise provided in the Schedule, title to any equipment or personal property purchased to accomplish any milestones under this Agreement vests in the Recipient upon acquisition, with the condition that the Recipient must use the equipment or property for the grant as long as it is needed.
- 5. Recipient will obtain Counterpart's written approval prior to any changes to: 1) the activities being supported by this Grant; 2) the fixed amount of this grant; 3) the milestones; or 4) change in the Grant Agreement completion date.
- 6. Counterpart and a possible third party will conduct monitoring of the grant program, including site visits as appropriate.
- 7. On submission of the voucher for payment for the final milestone, the Recipient must certify that the grant is completed and the Recipient will make no further claim against Counterpart after final payment.
- 8. Recipient acknowledges that he/she is acting as an independent party in the implementation of this Grant Agreement. Recipient is not a partner, joint venture, agent or employee of Counterpart, and Recipient is not authorized to enter into agreements on behalf of Counterpart or to otherwise undertake any legal obligation on behalf of Counterpart.

- 9. All taxes of every nature and kind shall be the responsibility of the Recipient and Counterpart shall have no obligation to the Recipient therefore. The Recipient shall report and pay, as an independent party, all taxes applicable to amounts received from Counterpart hereunder.
- 10. This award may be terminated by either party at any time, in whole or in part, thirty (30) calendar days after receipt of written notification by the other party. If Counterpart terminates this award, the Recipient may submit a claim within 90 calendar days of such termination for any costs incurred in performance of any unpaid or incomplete milestones. Counterpart must determine the amount(s) to be paid to the Recipient under such claim in accordance with the legally applicable Cost Principles.
- 11. Any dispute under this award will be decided by Counterpart. Notwithstanding any other term of this award, sub-awardees and contractors have no right to submit claims directly to Counterpart and Counterpart assumes no liability for any third party claims against the Recipient.

Please sign the original and each copy of this letter to acknowledge receipt and confirm acceptance of the Grant Agreement, and return the original and all but one copy.

Sincerely,

Name:
Tile name
Email:
Phone:
Address:

Attachments:

- 1. Schedule
- 2. Program Description
- 3. Branding Strategy and Marking Plan
- 4. Standard Provisions
- 5. Voucher Template

ACKNOWLEDGED BY RECIPIENT:

#### **ATTACHMENT 1**

#### **SCHEDULE**

#### A. PURPOSE OF GRANT

The purpose of this grant is to provide support for the program described in Attachment 2, Program Description.

#### **B. GRANT PERIOD**

The effective date of this grant is Month, Day, 2019. The completion date of the grant is Month, Day, 2019

#### C. AMOUNT OF AWARD AND PAYMENT

- 1. Counterpart hereby awards the amount of AFN [Amount] for purposes of this grant, per D. the detailed Budget.
- 2. Payment will be made to the Recipient upon presentation of an original and two copies of a properly prepared voucher, per Attachment 5, with a certification that the Milestone/Outcome being billed has been completed and providing any other documentation specified with each milestone. Each voucher will be identified by the award number, specify the Milestone/Outcome that is being billed, and the fixed amount associated with that Milestone/Outcome. Payment shall be within 30 days after receipt of a proper voucher and the verification by Counterpart of milestone completion. Counterpart reserves the right to withhold payment subject to milestone completion verification. The Recipient is encouraged to submit the above referenced payment documentation as e-mail attachments to the e-mail address provided for the Payment Office. Payment documentation may also be submitted in hard copy paper form to the Payment Office.

#### D. GRANT AGREEMENT SUMMARY BUDGET

- 1. The following is the Schedule of Milestones associated with the program which has been agreed upon between Counterpart and the Recipient, for funding under this Grant Agreement.
- 2. The accomplishment of each Milestone will be based on the successful submittal or completion of the tasks or deliverables delineated for that Milestone.

| No | DESCRIPTION OF MILESTONE   | REQUIRED DELIVERABLE   | OUTCOME  | Payment amount in AFN | Estimated<br>Date |
|----|----------------------------|--|--|-----------------------|-------------------|
| 1  | Operational plan completed | <ul> <li>Operation plan it should include:         <ul> <li>number of activities to be conducted;</li> <li>the type of activities</li> <li>number of beneficiaries;</li> <li>Location, dates, and times for each activity;</li> <li>Additional remarks (as applicable)</li> </ul> </li> <li>Signed sub-grant agreement Implementation Plan</li> <li>Copy of Tazkera/National ID Card (for all budgeted personnel)</li> <li>Signed Contract (for all budgeted personnel)</li> </ul> | The purpose is to verify staff salaries and to plan proposed activities. | XXX AFN               | XX, 2019          |

|   | TOT for project staff (One day) | GMIS Data for one day TOT training  | To be determined (TBD) - A detailed training plan for selected topic will be submitted prior to the training. | Milestone<br>Amt:<br>XXX AFN |          |
|---|---------------------------------|---|---|------------------------------|----------|
| 2 | Reporting Requirement           | <ul> <li>STOM Calendar (detailed training plan)</li> <li>Biweekly Reports – Please refer to Annex A for reporting due dates.</li> <li>Milestone Based Report – This report may be requested for payment purposes. It should be according to milestone schedule and should be sent for program approval after completion of the milestone activities.</li> </ul> |   | XXX AFN                      | XX, 2019 |
|   |                                 |   |   | Milestone<br>Amt:            |          |

|   |                       |   | XXX AFN                      |          |
|---|-----------------------|---|------------------------------|----------|
| 3 |                       | >   | XXX AFN                      | XX, 2019 |
|   | Reporting Requirement | <ul> <li>STOM Calendar (detailed training plan)</li> <li>Biweekly Reports – Please refer to Annex A for reporting due dates.</li> <li>Milestone Based Report – This report may be requested for payment purposes. It should be according to milestone schedule and should be sent for program approval after completion of the milestone activities.</li> </ul> |                              |          |
|   |                       |   | Milestone<br>Amt:<br>XXX AFN |          |
| 4 |                       |   | XXX AFN                      | XX, 2019 |

| Reporting Requirement | <ul> <li>STOM Calendar (detailed training plan)</li> <li>Biweekly Reports – Please refer to Annex A for reporting due dates.</li> <li>Milestone Based Report – This report may be requested for payment purposes. It should be according to milestone schedule and should be sent for program</li> </ul> |                              |
|-----------------------|--|------------------------------|
|                       | approval after completion of the milestone activities.  Final Report   | Milestone<br>Amt:<br>XXX AFN |

#### E. ADMINISTRATIVE DATA

CFDA Number: 98.001

FFATA description: Promoting Afghan Civic Education

#### F. PAYMENT OFFICE:

Vouchers and milestones must be submitted to: Name ,Title, email address If email is not possible, please mail to the following address: Add address

#### G. Acceptance of Privacy Policy Terms and Conditions

By entering into this Agreement, Grantee consents to Counterpart's privacy policy terms and conditions (https://www.counterpart.org/terms-and-conditions/), and provides Counterpart International permission to process the Grantee's personal data specifically for the performance of, and purposes identified in, this Grant, and in compliance with Counterpart's legal obligations under applicable United States and European Union laws, data protection and regulations and any other applicable legal requirements. Grantee may withdraw their consent at any time by contacting privacy@counterpart.org. If Grantee consent is withdrawn, Counterpart may terminate this grant agreement.

# **Counterpart International – Afghanistan** Afghan Civic Engagement Program (ACEP)

## **ATTACHMENT 2**

# PROGRAM DESCRIPTION

ATTACHMENT A1: PROJECT PROPOSAL TEMPLATE

1. PROPOSAL COVER SHEET

# ATTACHMENT 4 STANDARD PROVISIONS FOR FIXED AMOUNT AWARDS TO NON-GOVERNMENTAL ORGANIZATIONS

### ATTACHMENT 5 VOUCHER TEMPLATE

#### **GRANT NAME**

Date: Day-Month-2019

Grant Number: 19-0X-0X

Recipient name: XXX

Recipient address: XXX, Afghanistan

TO: Countepart International, Inc.

H # 42, Lane # 2, Haji Yaqoob Circle, Share Naw, PD 10, Kabul, Afghanistan

**Org name** certifies that it has reached the milestone/deliverable listed below as required under the Fixed Amount Award Grant for the implementation of **Grant name** and requests payment as follows:

| MILESTONE<br>/OUTCOME<br>NUMBER | DESCRIPTION OF MILESTONE              | PAYMENT<br>AMOUNT | ESTIMATED<br>DATE |
|---------------------------------|---------------------------------------|-------------------|-------------------|
| 1                               | <ul><li>Implementation Plan</li></ul> | XXX AFN           | XX, 2019          |

The Recipient hereby certifies that the Milestone/Outcome Certification has been prepared in accordance with the terms of this Agreement and to the best of their knowledge and belief is correct.

| Certified By:   | Accepted by:              |
|-----------------|---------------------------|
| ORG NAME        | Counterpart International |
|                 |                           |
| Mr/Ms Name      | Mr/Ms. XXX                |
| Will the steams |                           |
|                 | Chief of Party            |
| Date            | Date                      |