Dr. Allard Blom  
Managing Director, Congo Basin  
Field Programs  
World Wildlife Fund, Inc.  
1250 24th Street, NW  
Washington, DC 20037  
Phone: 202-495-4359  
Email: Allard.Blom@wwfus.org

Subject: Cooperative Agreement # AID-660-A-13-00005 – Central Africa Forest Ecosystems Conservation (CAFEC) - Virunga Forest Landscape

Dear Dr. Blom,

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the United States Agency for International Development (USAID) hereby awards to the World Wildlife Fund, Inc., hereinafter referred to as the "Recipient", the sum of $7,515,000.00 to provide support for a program entitled “Central Africa Forest Ecosystems – Virunga Forest Landscape” project in the DRC as described in the Schedule of this award and in Attachment B, entitled "Program Description."

This Cooperative Agreement is effective and an initial obligation of $20,000.00 is made as of September 16, 2013 and shall apply to expenditures made by the Recipient in furtherance of program objectives during the period beginning with the effective date on September 30, 2013 and ending on September 29, 2018, subject to availability of funds. USAID will not be liable for reimbursing the Recipient for any costs in excess of the obligated amount.

This Cooperative Agreement is made to the Recipient, World Wildlife Fund, Inc. (WWF), on condition that the funds will be administered in accordance with the terms and conditions as set forth in 22 CFR 226, entitled "Administration of Assistance Awards to U.S. Non-Governmental Organizations"; Attachment A (the Schedule), Attachment B (the Program Description), and Attachment C (the Standard Provisions), all of which have been agreed to by your organization.

Please sign the original of this letter to acknowledge your receipt of the Cooperative Agreement, and return a scanned copy to the undersigned.

Sincerely yours,

Robert P. Schmidt, Jr.  
Agreement Officer
Attachments:
A. Schedule
B. Program Description

ACKNOWLEDGED: World Wildlife Funds, Inc. (WWF)

BY: [Signature]

TITLE: Chief Financial Officer

DATE: 10/1/2013
A. GENERAL
1. Total Estimated USAID Amount: $7,515,000.00
2. Total Obligated USAID Amount: $20,000.00
3. Cost-Sharing Amount (Non-Federal): $1,945,356.42
4. Total Activity Cost: $8,187,498.69
5. Activity Title: Central Africa Forest Ecosystems Conservation - Virunga Forest Landscape
6. USAID Technical Office: USAID/DRC/CARPE
7. Tax I.D. Number: 52-1693387
8. DUNS No.: 07-484-5447
9. LOC Number: 72-00-1464

B. SPECIFIC
Budget Fiscal Year: 2012-2013
Operating Unit: USAID/DRC/CARPE
Strategic Objective: 04
Benefiting Geo Area: 605

C. PAYMENT OFFICE
OFFICE OF FINANCE AND MANAGEMENT
USAID/DRC
MOBIL BUILDING
AVENUE ISIRO No. 198

LETTER OF CREDIT OFFICE
USAID/M/FM/CMP/GIB
RONALD REAGAN BUILDING
1300 PENNSYLVANIA AVENUE, NW
WASHINGTON DC 20523-7700

D. APPROPRIATION

<table>
<thead>
<tr>
<th>Fund:</th>
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<tbody>
<tr>
<td>BBFY:</td>
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<td>EBFY:</td>
<td>2013</td>
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<td>A21</td>
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<td>Prog Element:</td>
<td>A085</td>
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<td>Dist Code:</td>
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<td>Op Unit</td>
<td>CARPE Program</td>
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<td>Amount:</td>
<td>$20,000.00</td>
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<td>GLAAS REQ:</td>
<td>REQ-605-13-000012</td>
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**Acronym List**

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Full Form</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACF</td>
<td>Africa Conservation Fund</td>
</tr>
<tr>
<td>ARPA</td>
<td>Amazon Region Protected Area</td>
</tr>
<tr>
<td>AWF</td>
<td>African Wildlife Foundation</td>
</tr>
<tr>
<td>CAFEC</td>
<td>Central Africa Forest Ecosystems Conservation</td>
</tr>
<tr>
<td>CAR</td>
<td>Central African Republic</td>
</tr>
<tr>
<td>CARPE</td>
<td>Central Africa Regional Program for the Environment</td>
</tr>
<tr>
<td>CBFF</td>
<td>Congo Basin Forest Fund</td>
</tr>
<tr>
<td>CBFP</td>
<td>Congo Basin Forest Partnership</td>
</tr>
<tr>
<td>CBFP</td>
<td>Congo Basin Forest Partnership</td>
</tr>
<tr>
<td>CBNRM</td>
<td>Community-based Natural Resource Management</td>
</tr>
<tr>
<td>CBO</td>
<td>Community-based Organization</td>
</tr>
<tr>
<td>CDLCs</td>
<td>Comités locaux de développement et de conservation</td>
</tr>
<tr>
<td>CoCoSi</td>
<td>Comité de Coordination de Suivi du Site</td>
</tr>
<tr>
<td>COMIFAC</td>
<td>Commission des Forêts d'AFrique Centrale</td>
</tr>
<tr>
<td>COP</td>
<td>Chief of Party</td>
</tr>
<tr>
<td>COPEVI</td>
<td>Coopérative des Pécheurs de Vitshumbi</td>
</tr>
<tr>
<td>CREF</td>
<td>Réseau pour la Conservation et la Réhabilitation des Ecosystèmes Forestiers</td>
</tr>
<tr>
<td>CSO</td>
<td>Civil Society Organization</td>
</tr>
<tr>
<td>DRC</td>
<td>Democratic Republic of the Congo</td>
</tr>
<tr>
<td>EMMP</td>
<td>Environmental Mitigation and Monitoring Plan</td>
</tr>
<tr>
<td>ERZ</td>
<td>Extractive Resource Zone</td>
</tr>
<tr>
<td>ESIA</td>
<td>Environmental and Social Impact Assessment</td>
</tr>
<tr>
<td>FAO</td>
<td>Food and Agriculture Organization</td>
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<tr>
<td>FFI</td>
<td>Fauna &amp; Flora International</td>
</tr>
<tr>
<td>FPIC</td>
<td>Free Prior and Informed Consent</td>
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<tr>
<td>FSC</td>
<td>Forest Stewardship Council</td>
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<tr>
<td>FZS</td>
<td>Frankfurt Zoological Society</td>
</tr>
<tr>
<td>GEF</td>
<td>Global Environment Facility</td>
</tr>
<tr>
<td>GFTN</td>
<td>Global Forest Trade Network</td>
</tr>
<tr>
<td>GMP</td>
<td>General Management Plan</td>
</tr>
<tr>
<td>GVTC</td>
<td>Greater Virunga Transboundary Collaboration</td>
</tr>
<tr>
<td>ICCN</td>
<td>Institut Congolais pour la Conservation de la Nature</td>
</tr>
<tr>
<td>IEE</td>
<td>Initial Environmental Examination</td>
</tr>
<tr>
<td>IGCP</td>
<td>International Gorilla Conservation Programme</td>
</tr>
<tr>
<td>IP</td>
<td>Indigenous People</td>
</tr>
<tr>
<td>LEM</td>
<td>Law Enforcement Monitoring</td>
</tr>
<tr>
<td>LS</td>
<td>Land Scape</td>
</tr>
<tr>
<td>M&amp;E</td>
<td>Monitoring and Evaluation</td>
</tr>
<tr>
<td>MIST</td>
<td>Management Information System</td>
</tr>
<tr>
<td>SMART</td>
<td>Spatial Monitoring and Reporting Tool</td>
</tr>
<tr>
<td>MRV</td>
<td>Monitoring, Reporting and Verification</td>
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<td>NP</td>
<td>National Park</td>
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<tr>
<td>OMB</td>
<td>Office of Management and Budget</td>
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<td>PA</td>
<td>Protected Area</td>
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<tr>
<td>PACEBCo</td>
<td>Programme d'appui à la Conservation et Ecosystèmes du Bassin du Congo</td>
</tr>
<tr>
<td>PMP</td>
<td>Performance Management Plan</td>
</tr>
</tbody>
</table>
PNV Parc National des Volcans
PNVi Parc National des Virunga
PPMS Program and Project Management Standards
RDB Rwanda Development Board
T&C Tourism and Conservation
REDD+ Reducing Emissions from Deforestation and Forest Degradation
CREF Conservation et la Réhabilitation des Ecosystèmes Forestiers
RSPO Roundtable for Sustainable Palm Oil
SCAEMPS Strengthening Central Africa Environmental Management and Policy Support
SPOT Système Pour l’Observation de la Terre
UMD University of Maryland
UN HABITAT United Nations Human Settlements Programme
USAID United States Agency for International Development
UWA Uganda Wildlife Authority
VNP Volcanoes National Park
WCS Wildlife Conservation Society
WRI World Resources Institute
WWF World Wildlife Fund
ATTACHMENT A – SCHEDULE

A.1. PURPOSE OF COOPERATIVE AGREEMENT

The purpose of this Cooperative Agreement is to provide support for a program entitled Central Africa Forest Ecosystems Conservation (CAFEC) – Virunga Forest Landscape project, described in Attachment B of this Award document (entitled Program Description).

A.2. PERIOD OF COOPERATIVE AGREEMENT

1. The effective date of this Agreement is September 30, 2013. The estimated completion date of this Agreement is September 29, 2018, subject to availability of funds.

2. Funds obligated hereunder are available for program expenditures for the estimated period from September 30, 2013 to September 20, 2014 as shown in the Agreement budget below.

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>PROJECT TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL DIRECT CHARGES</td>
<td>1,608,904.18</td>
<td>1,612,952.32</td>
<td>1,607,689.14</td>
<td>1,052,708.39</td>
<td>1,055,820.26</td>
<td>$ 6,938,074.29</td>
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<td>INDIRECT CHARGES</td>
<td>134,095.82</td>
<td>130,047.67</td>
<td>135,310.87</td>
<td>88,536.36</td>
<td>88,935.00</td>
<td>$ 576,925.71</td>
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<tr>
<td>TOTAL USG COSTS</td>
<td>1,743,000.00</td>
<td>1,743,000.00</td>
<td>1,743,000.00</td>
<td>1,141,244.74</td>
<td>1,144,755.25</td>
<td>$ 7,515,000.00</td>
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<td>TOTAL COST SHARE</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 1,945,356.42</td>
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<tr>
<td>TOTAL PROJECT COSTS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 9,460,356.42</td>
</tr>
</tbody>
</table>

A.3. AMOUNT OF COOPERATIVE AGREEMENT AND PAYMENT

a. The total estimated USAID amount of this Award for the period shown in A.2 above is $7,515,000.00.

b. USAID hereby obligates the amount of $20,000.00 for program expenditures during the period set forth in A.2 above and as shown in the Budget below. The Recipient will be given written notice by the Agreement Officer if additional funds will be added. USAID is not obligated to reimburse the Recipient for the expenditure of amounts in excess of the total obligated amount.

c. Payment will be made to the Recipient by Letter of Credit in accordance with procedures set forth in 22 CFR 226.

A.4. COOPERATIVE AGREEMENT BUDGET

Below is the Award Budget, including local cost financing items, if authorized. Revisions to this budget shall be made in accordance with 22 CFR 226:
Note: Revisions to this budget shall be made in accordance with 22 CFR 226. Any deviations beyond this will require approval from the Agreement Officer. Any deviations beyond this will require approval from the Agreement Officer.

The Other Direct Costs line item above includes construction activities that are only a portion of all award activities. Such activities are as follow, by program year:

Year 2
- Renovation of WCS Mt Hoy HQ
  Location: Mt Hoya
  Number: 01
  Value: $20,000.00

Year 2
- Patrol Post
  Locations: Mt Hoya
  Number: 01
  Total Value: $15,000.00

Grand total value of construction activities (only in year 2 during program life): **$35,000.00**

A.5. REPORTING & EVALUATION

I. Financial Reporting

Financial reports will be due on a quarterly basis. Reporting periods will coincide with the USAID/DRC fiscal year quarters, with reports due no later than forty five (45) days after the end of, each quarter, that is, February 15th, May 15th, August 15th and November 15th.
a. The recipient must submit the Federal Financial Form (SF-425) on a quarterly basis via electronic format to the U.S. Department of Health and Human Services (http://www.dpm.psc.gov). The recipient must submit a copy of the FFR at the same time to the Agreement Officer and the Agreement Officer’s Representative (AOR). The Recipient shall submit one electronic copy of SF 425. Financial Reports shall be in keeping with 22 CFR 226. Both quarterly and final reports shall be submitted electronically to the Controller, USAID/DRC/OFM, at Kinshasaofm@usaid.gov.

b. The recipient must submit an electronic copy of all final financial reports to USAID/Washington, M/CFO/CMPLOC Unit, Agreement Officer, and the AOR. The recipient must submit an electronic version of the final Federal Financial Form (SF-425) to U.S. Department of Health and Human Services in accordance with paragraph (a) above.

The SF 425 form and instructions are available on the Grants Management Forms page of the Office of Management and Budget’s website at http://whitehouse.gov/omb/grants_forms

II. Program Reporting

The Recipient shall submit one original, two (2) hard copies and an electronic copy of the following reports in English to the USAID/DRC AOR for approval:

1. Reporting Requirements

Technical reports are required on a semi-annual basis. The Agreement Officer’s Representative (AOR) must approve all work plans before the recipient begins program implementation.

Given the performance-based nature of the agreement, the quality of the work plans and semi-annual reports and demonstration of clear progress toward achieving performance benchmarks will directly impact future funding levels. USAID will independently verify technical performance through objective “means of verification” submitted annually by partners, USAID site visits, external evaluations and other means.

2. Annual Implementation Plans

The Recipient shall submit detailed Annual Implementation Plans, with detailed cost information to the AOR for approval. Annual Implementation Plans shall include, at a minimum, the following:

- A table of activities to be implemented;
- The timeframe for activities by quarter;
- The pipeline and expenditures information to date and projected expenditures for the coming period.

First Work Plan
- Due no later than 45 calendar days after the effective date of this award.
- Shall cover the period from the effective date of award through twelve (12) months.
- Shall describe planned activities arranged by the overall objectives of the Program Description and further broken down by activities and tasks and by geographic location. Also include budgetary forecasts and notes tied to proposed activities.
The first Annual Implementation Plan will cover the period October 2013 - September 2014 and is due 45 calendar days after award.

### Annual Work Plans

The Recipient shall submit detailed Annual Implementation Plans, with detailed cost information to the AOR for approval. Annual Implementation Plans shall include, at a minimum, the following:

- A table of activities to be implemented;
- The timeframe for activities by quarter;
- The pipeline and expenditures information to date and projected expenditures for the coming period.
- The first Annual Implementation Plan will cover the period October 2013 - September 2014 and is due 45 calendar days after award.
- The subsequent Annual Implementation Plans will cover the period October - September and are due by August 31, and shall contain the same information as described above covering the future program implementation year.

### 3. Performance Monitoring and Management Plan (PMP)

As a key part of the technical proposal, the Performance Monitoring and Management Plan describes how the recipient will plan to monitor and evaluate progress, effectiveness and impact of interventions. The Plan shall include review of the indicators (included in this RFA Section II - Subsection VI. Monitoring and Evaluation Plan and Learning Approach) as well as complementary indicators to be used by the recipient to measure performance annually and at the end of the program, with baselines and targets for each indicator. Indicators can be quantitative or qualitative and used to track outcomes and inputs of the activity, with less importance on tracking outputs. Where applicable, indicators should be disaggregated by gender. Program management and cross-cutting indicators are encouraged. The data collection process and tools to be used and proposed plans for periodic evaluations, assessments, studies, etc. shall also be included.

In addition, the plan shall identify means and responsible parties for measuring, collecting, tracking, evaluating, reporting, and validating data. The Plan shall be submitted to USAID for approval within 90 calendar days from the date of the award, consisting of a Results Framework, indicators, baselines for each indicator, annual targets, and data collection plans. USAID will review the draft plan and provide comments within 10 calendar days of receipt. The partner should incorporate these comments as appropriate and provide a final plan within 10 calendar days of receiving USAID’s comments. A final plan should be in place within 110 calendar days from the date of the award.

The Plan shall cover the entire period of performance of the Award and may be adjusted based on any changes in planned activities. Any change or adjustment of the Plan requires USAID approval. If changes or adjustments are proposed to results and/or indicators, the Plan shall explain their reasonableness given resource availability, critical assumptions, and the capacity of local partners and grantees to implement program activities.

### 4. Branding and Marking Plan

- Due no later than **30 days after the effective date of this award**. Requires the approval of the Agreement Officer and the concurrence of the Agreement Officer Representative.

### 5. Reports
Technical reports are required on a semi-annual basis. The Agreement Officer’s Representative (AOR) must approve all work plans before the recipient begins program implementation.

Given the performance-based nature of the agreement, the quality of the work plans and semi-annual reports and demonstration of clear progress toward achieving performance benchmarks will directly impact future funding levels. USAID will independently verify technical performance through objective “means of verification” submitted annually by partners, USAID site visits, external evaluations and other means.

Performance Reporting

Monitoring/Performance reports will be required on a semi-annual basis to coincide with USAID’s fiscal year calendar. The first semi-annual report will cover the period from the signature of the Cooperative Agreement until September 2014. Subsequent semi-annual reports will cover the six-month period ending in March. Semi-annual reports are due 30 calendar days after the reporting period. The first Annual Performance Report will cover the period October 2013-September 2014, and subsequent reports will cover the twelve-month periods ending in September. Annual Performance Reports are due 60 calendar days after the reporting period.

The Final Performance Report will cover the entire period of the award. The Final Performance Report is due 90 calendar days after the expiration or termination of the award.

Semi-annual Performance Reports

The Recipient shall submit an original and two copies of the Semi-annual Performance Reports in English and an original and two copies in French to the AOR, with CD of the report and annexes in Microsoft Word and/or Excel. The Recipient shall also submit one copy of the Semi-annual report to the Agreement Officer. The Semi-annual reports shall contain information on the following:

- A summary of actual activities and results during the reporting period compared with the plan established for the reporting period (may be presented in table format);
- An explanation of why results were not achieved, or were surpassed, and of why activities were delayed or not carried out during the reporting period and what plan has been put in place to ameliorate or change performance, if appropriate;
- Information on participant training, as specified below in Participant Training Reports;
- Success stories, if any, including examples of synergy and collaboration with partners;
- Activities planned, indicating expected results for each Result specified (may be presented in table format);
- Whenever appropriate and the output of programs or projects can be readily quantified, such quantitative data should be related to cost data for computation of unit costs.
- Other pertinent information related to program progress; and
- Participant training information.

The Recipient shall collect information on all participant training financed under this agreement, including training data for any in-country training program or sub-program of more than 3 consecutive class days in duration, or more than 15 contact hours scheduled intermittently. This training data must be recorded using the web-based “TrainNet” reporting system (contact the Mission Program Officer for further information about site registration and use of TrainNet). The training data must be consolidated according to training program or sub-program and must identify the following:

1. Subject area of training;
Total trainees per participant group, with gender breakdown;

Total cost of training for each program; and

Direct training costs (program costs, not overhead/fees).

The AOR will acknowledge receipt of and provide verbal or written feedback, within 30 days after receipt, on all Semi-annual Performance Reports. If the AOR deems necessary, the AOR will schedule a meeting with the Recipient to discuss the contents of Semi-annual Performance Reports.

Annual Performance Reports

The Recipient shall submit an original and two copies in English and an original and two copies in French of the Annual Performance Report to the AOR with a diskette or CD of both versions of the report and annexes in Microsoft Word and/or Excel. The Recipient shall also submit one copy of the annual report in English to the Agreement Officer and one electronic copy in English to the USAID Development Experience Clearinghouse. The Recipient is also required to send the AOR proof of receipt by CDIE of the submitted document within 10 calendar days of submission. The Recipient shall follow-up with CDIE and confirm that CDIE has received the document. Annual Performance Reports replace the last Semi-annual Performance Report of each fiscal year.

The annual reports shall contain the following information:

- A summary of activities and results achieved during the year compared with the activities and results planned for the year (may be presented in table format);
- An explanation of why target were not achieved, or were surpassed, and of why activities were delayed or not carried out during the year and what plan has been put in place to ameliorate or change performance, if appropriate;
- Progress made toward achieving targets for achievement indicators (based on valid data collection and analysis);
- Success stories, if any, including examples of synergy and collaboration with partners.
- An annual budget indicating anticipated expenditures, the actual funding situation, and required funding for the year ahead;
- Whenever appropriate and the output of programs or projects can be readily quantified, such quantitative data should be related to cost data for computation of unit costs. The reported information shall be an expansion of the details provided in block 12. “Remarks” of the SF 425 “Federal Financial Report” to include, on an accrual basis, a comparison of outlays with budgeted amounts;
- Other pertinent information related to program progress and results; and
- Participant training information:
  The Recipient shall collect information on all participant training financed under this agreement, including training data for any in-country training program or sub-program of more than 3 consecutive class days in duration, or more than 15 contact hours scheduled intermittently. This training data must be recorded using the web-based “TrainNet” reporting system (contact the Mission Program Officer for further information about site registration and use of TrainNet). The training data must be consolidated according to training program or sub-program and must identify the following:

  1. subject area of training;
  2. total trainees per participant group, with gender breakdown;
  3. total cost of training for each program; and
(4) direct training costs (program costs, not overhead/fees).

The AOR will acknowledge receipt of and provide written feedback, within 30 days after receipt, on all Annual Performance Reports. In addition, the AOR will organize a meeting with the Recipient to discuss the contents of the Annual Performance Report.

**Final Performance Report**

The Recipient shall submit an original and two copies in English and an original and two copies in French of the Final Performance Report to the AOR with a diskette or CD of both versions of the report and annexes in Microsoft Word and/or Excel. The final report shall be in French and English and meet the requirements set forth in 22 CFR 226. The Recipient shall also submit one copy of the final report in English to the Agreement Officer and one electronic copy in English to the USAID Development Experience Clearinghouse at: [http://dec.usaid.gov](http://dec.usaid.gov) or via email: DocSubmit@usaid.gov.

The Recipient is also required to send the AOR proof of receipt by CDIE of the submitted document within 10 calendar days of submission. The Recipient shall follow-up with CDIE and confirms that CDIE has received the document. The Final Performance Report replaces the last Annual Performance Report and shall contain the following information:

- A comparison of actual activities and results with the plan established for the life of the program (may be presented in table format);
- Reasons why targets were not achieved or surpassed and why activities were delayed or not carried out, if appropriate;
- Success stories, if any, including examples of synergy and collaboration with partners.
- A summary of progress made in achieving indicator targets during the program (based on valid data collection and analysis);
- Unit cost information developed by relating financial data to performance data whenever practical. The reported information shall be an expansion of the details provided in block 12. “Remarks” of the SF 425 “Federal Financial Report” to include, on an accrual basis, a comparison of outlays with budgeted amounts; and
- Other pertinent information, including recommendations and lessons learned, related to overall program results.

**6. Exit Plan**

- Shall be submitted 90 days prior to the Award end date.
- Shall describe all actions to be completed to demobilize the Recipient’s operations, and including steps taken to transfer capacity and knowledge to local stakeholders. The plan will designate dates for all actions. It will include an inventory of all commodities procured under the project and a plan for disposition of the same commodities.

**7. Any Other Deliverables**

- Shall be required as outlined and approved by the AOR related to the above.
- Shall be provided to the USAID/DRC AOR in electronic copies for all publications, final program reports and public communications materials produced under this award.

**A.6. INDIRECT COST RATE**

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional or
predetermined rates and the appropriate bases:

Based on current Negotiated Indirect Cost Rate Agreement dated June 18, 2013:

<table>
<thead>
<tr>
<th>Provisional from 07-01-2012 Until Amended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indirect Cost Rates</td>
</tr>
<tr>
<td>Fringe Benefits (a)</td>
</tr>
<tr>
<td>Facilities (b)</td>
</tr>
<tr>
<td>Administrative (b)</td>
</tr>
</tbody>
</table>

Base of Application:

(a) Total labor costs including full time, headquarters staff, and expatriate staff out-posted in the field and all headquarters short term staff excluding local nationals.

(b) Total direct costs excluding in-kind contributions, equipment and vehicle purchases.

Provisional - final rates:

The recipient must submit, to the indirect cost negotiator, a proposal to establish a final indirect cost rate within nine months after each fiscal year end. Billings and charges to Federal awards must be adjusted if the interim or final rate varies from the provisional rate. If the final rate is greater than the provisional rate and there are no funds available to cover the additional indirect costs, the organization may not recover all indirect costs. Conversely, if the final rate is less than the provisional rate, the organization will be required to pay back the difference to the funding agency.

A.7. AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this Award is 937.

This geographic code covers the United States, the recipient country (DRC), and developing countries other than advanced developing countries (see the list of developing countries: http://www.usaid.gov/policy/ads/300/310maa.pdf; and advanced developing countries: http://www.usaid.gov/policy/ads/300/310mab.pdf), but excluding any country that is prohibited.

A.8. COST SHARING

The Recipient agrees to expend an amount not less than 25% of the total federal amount.

A.9. PROGRAM INCOME

No program income yet is anticipated under this program.

If any program income would arise during the implementation, the recipient shall account for Program Income in accordance with 22 CFR 226.24. Prospective Program Income earned under this award shall be applied and used as follows: (Agreement Officer’s approval, in consultation with the Agreement Officer’s Representative must decide how Program Income will be applied) whether to be 1) added to the Project; 2) used to finance the non-Federal
share; or 3) deducted from the total Federal share. All three may be picked as long as a descending order (i.e. "excess amounts may be applied to another alternative") is established in accordance with 22 CFR 226.24. Agreement Officers are encouraged to be as specific as possible in detailing the appropriate types of activities Program Income may be applied for when using the additive option as described at 226.24(b)(1).

A.10. TITLE TO PROPERTY

Property Title will be vested with the Recipient which includes sub-grantees throughout the period of performance of the award pursuant to 22CFR 226.30 through 22 CFR 226.37. Within 90 days prior to expiration of the award the recipient shall submit a disposition plan to the Agreement Officer for approval.

Partners must track inventory on a regular basis in compliance with the standard provisions attached to this Award. At any point during the course of the project, the Recipient should be able to provide the information on the equipment and furniture purchased under the Award in the sample below:

Sample Inventory List

<table>
<thead>
<tr>
<th>Award #</th>
<th>Asset #</th>
<th>Category</th>
<th>Sub Category</th>
<th>Current Site</th>
<th>Make</th>
<th>Model</th>
<th>Serial #</th>
<th>Invoice Cost ($)</th>
<th>Date Acquired</th>
<th>Current value</th>
<th>Condition</th>
</tr>
</thead>
<tbody>
<tr>
<td>617-A-00-05-00009-00</td>
<td>18278</td>
<td>Computer Equipment</td>
<td>Desktop Kitgum</td>
<td>Dell DMC FSC4X1J</td>
<td>2,200</td>
<td>29-Nov-05</td>
<td>1,000</td>
<td>Good Working Order</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Approval to sell or otherwise dispose of any non-expendable property (for example due to damage) must be requested in advance from the Agreement Officer.

A.11. CONSTRUCTION

**USAID authorizes the prime recipient to conduct limited construction activities under this Cooperative Agreement.** As per USAID’s Construction under Assistance policy, construction is defined as construction, alteration, or repair (including dredging and excavation) of buildings, structures, or other real property and includes, without limitation, improvements, renovation, alteration and refurbishment. The term includes, without limitation, roads, power plants, buildings, bridges, water treatment facilities, and vertical structures.

USAID will finance ten construction activities under this assistance award, and all the following conditions apply:

1. This program instrument is a cooperative agreement.

2. The USAID program oversight is elaborated in substantial involvement (in accordance with ADS 303.3.11); and the construction shall not be financed under a grant.

   - The construction activities are only a portion of all award activities (See A.5 Cooperative Agreement Budget);
- The estimated cost of construction activities at a single project site is less than $500,000.00. They are as follow:

  ▪ Renovation of WCS Mt Hoyo HQ $20,000.00 (Year 2)
    Location: Mt Hoya

  ▪ Patrol Post $15,000.00 (Year 2)
    Location: Mt Hoya

- The total aggregate estimated cost of construction activities under this award is $35,000.00 (i.e. less than $10,000,000.00).

3. The CA complies with the requirements of ADS 221, USAID’s Procedures for Implementing International Agreements for Tied and Untied Aid: This procurement is for ‘Technical Assistance’ and is excluded from the DAC Recommendation (ADS 221.1.(1)).

4. Construction activities are explicitly stated in the approved application budget, under Other Direct Costs – Infrastructure (Patrol post, Training center).

5. No construction activities other than those explicitly approved under the agreement may be performed as part of the cooperative agreement.

6. A term of substantial involvement provides the right of the Agreement Officer’s Representative (AOR) to halt construction (See A.13 Substantial Involvement, sub-section e.)

7. The value of the construction activities: No amendments or modification to the cooperative agreement or sub-awards or procurement by the recipient for construction activities that increase the value of construction activities is authorized under this cooperative agreement.

**Construction and Infrastructure Development**

**IEE recommendations on construction activities** (this IEE can be accessed at the CARPE website http://carpe.umd.edu/):

1) Construct park headquarters in a variety of parks and protected areas meeting the Africa Bureau’s “small-scale” definition;

2) Construct/establish satellite camps for park guards and researchers;

3) Construct eco-guard housing, office space, workshops and store-rooms;

4) Construct eco-lodge for ecotourism development

5) Construct education centers close to national parks; and

6) Refurbish and rehabilitate housing, patrol posts, and research centers;

7) Build community conservation center,

8) Establish health clinic with humanitarian partners; and

9) Establish operational GIS Data Centers.

All of the activities that involve construction, rehabilitation and infrastructure development can have detrimental impacts on the environment if they are not conducted using best practices for small scale construction. Potentially detrimental impacts include erosion, siltation of neighboring water bodies, inappropriate use of tropical hardwoods, and
disturbance of habitat. The above activities are therefore recommended for a Negative Determination with Conditions. The conditions are that good practices are utilized for small scale activities (see Section 4), and that large scale efforts are subject to an environmental review and analysis prior to being undertaken. (Note: “Small-scale” is typically defined by the Africa Bureau as any construction activity with a “footprint” of approximately 10,000 square feet (1,000 m2) or less of total surface area disturbed.) This assumes that the habitat in which these facilities are placed, irrespective of size, are not sensitive (e.g., wetlands). Section 4.1.3 and Annex 2 include further elaboration for these conditions.” (CARPE III Initial Environmental Examination, August 2012).

A.12. AGREEMENT OFFICER REPRESENTATIVE

The Agreement Officer Representative (AOR) for this award is Son Nguyen, and the Alternate AOR is Ken Creighton. A copy of the AOR designation letter will be provided to the Recipient separately.

A.13. SUBSTANTIAL INVOLVEMENT

Substantial involvement during the implementation of this Agreement shall be limited to approval of the elements listed below (the AOR will be responsible for these elements, unless otherwise stated):

a. **Approval of Annual Work Plans and budgets.** Any significant changes to the approved Work Plan shall require additional approval. The first Annual Work Plan shall be submitted to USAID for approval 45 days after the proposed Award is signed. Subsequent Annual Work Plans should be submitted 30 days prior to commencement of the next Annual Work Plan period. USAID will provide additional guidance on the Work Plan in a post-award conference.

b. **Approval of the following Key Personnel positions:**
   - Chief of Party
   - Consortium Leader and Component Coordinator for DRC

c. **Approval of the Monitoring and Evaluation (M&E) Plan** as part of the first Annual Work Plan and any subsequent changes to the M&E Plan.

d. **Agency Authority to Immediately Halt a Construction Activity:**

   The AO reserves the right to halt construction activities under this cooperative agreement.

A.14. SPECIAL PROVISIONS

A.14.1 NON-FEDERAL AUDITS

In accordance with 22 C.F.R. Part 226.26, the recipient and sub-recipients are subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 U.S.C. 7501 – 7506) and revised OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations.” The recipient and sub-recipients must use an independent, non-Federal
A.14.2 COLLABORATION WITH USAID MISSION STAFF

Under this award, USAID/EA/LPC requires the Recipient to coordinate and collaborate with the USAID Mission staff, Mission Technical offices and with all implementing partners on the ground to ensure USG funded programming is having the maximum impact possible. This collaboration can take the form of (but is not limited to) openly sharing of programmatic information through regular, timely and documented meetings, collaborating on activities that will create a multiplying effect without duplication, establishing referrals systems for beneficiaries across programs etc. This collaboration is to be documented in the work plan as well as in the PMP and you will be required to report on a quarterly basis.

A.14.3 TRAINET

The Recipient shall collect information on all participant training financed under this Cooperative Agreement, if applicable. This includes training data for any in-country training program or sub-program of more than 3 consecutive class days in duration, or more than 15 contact hours scheduled intermittently. This training data must be recorded using the web-based “TrainNet” reporting system. The training data must be consolidated according to training program or sub-program and must identify the following:

(1) subject area of training;
(2) total trainees per participant group, with gender breakdown;
(3) total cost of training for each program; and
(4) direct training costs (program costs, not overhead/fees).

The Recipient shall enter participant training information on a quarterly basis, otherwise as part of the Semi-annual Performance Report, specified in Section A.5 above. Simultaneously, the Recipient shall also submit one copy of the participant training information on a diskette or CD directly to the Mission Program Officer. Contact the Mission Program Officer for further information about site registration and use of TrainNet.

A.14.4 ENVIRONMENTAL MONITORING & EVALUATION

1 a) The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID’s activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID’s Automated Directives System (ADS) Parts 201.5.10g and 204 (http://www.usaid.gov/policy/ADS/200/), which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities.

Recipient environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this Agreement.
b) In addition, the Recipient must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter shall govern.

c) No activity funded under this Agreement will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the Bureau Environmental Officer (BEO). (Hereinafter, such documents are described as “approved Regulation 216 environmental documentation.”

2) An Initial Environmental Examination (IEE) has been approved for funding this Agreement. The IEE covers activities expected to be implemented under this Agreement. USAID has determined that a Negative Determination with conditions applies to one or more of the proposed activities. This indicates that if these are implemented subject to the specified conditions, they are expected to have no significant adverse effect on the environment. The Recipient shall be responsible for implementing all IEE conditions pertaining to activities to be funded under this Agreement.

3 a) As part of its initial Work Plan, and all Annual Work Plans thereafter, the Recipient in collaboration with the USAID Agreement Officer’s Representative (AOR) and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, shall review all ongoing and planned activities under this Agreement to determine if they are within the scope of the approved Regulation 216 environmental documentation.

b) If the Recipient plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it shall prepare an amendment to the documentation for USAID review and approval. No such new activities shall be undertaken prior to receiving written USAID approval of environmental documentation amendments.

c) Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation shall be halted until an amendment to the documentation is submitted and written approval is received from USAID.

4 a) Unless the approved Regulation 216 documentation contains a complete environmental mitigation and monitoring plan (EMMP) or a project mitigation and monitoring (M&M) plan, the Recipient shall prepare an EMMP or M&M Plan describing how the Recipient will, in specific terms, implement all IEE and/or EA conditions that apply to proposed project activities within the scope of the award. The EMMP or M&M Plan shall include monitoring the implementation of the conditions and their effectiveness.

b) Integrate a completed EMMP or M&M Plan into subsequent Annual Work Plan into the initial work plan.

Integrate an EMMP or M&M Plan into subsequent Annual Work Plans, making any necessary adjustments to activity implementation in order to minimize adverse impacts to the environment.

A.14.5 NO ASSISTANCE TO MILITARY OR PARAMILITARY
In accordance with United States law, funds provided by this Grant will not be used for support to any military or paramilitary force or activity including but not limited to demining.

A.14.6 PRIOR APPROVAL OF INTERNATIONAL TRAVELS

The following International travels are hereby pre-approved by the Supervisory Agreement Officer:

<table>
<thead>
<tr>
<th>International Travel</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>PROJECT TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td># Trips</td>
<td># Trips</td>
<td># Trips</td>
<td># Trips</td>
<td># Trips</td>
<td># Trips Cost</td>
</tr>
<tr>
<td>DC-Kinshasa, CB Managing Director</td>
<td>1</td>
<td>1,162.62</td>
<td>1</td>
<td>1,197.50</td>
<td>1</td>
<td>1,233.42</td>
</tr>
<tr>
<td>DC-Kinshasa, CB Deputy Director</td>
<td>1</td>
<td>1,743.93</td>
<td>1</td>
<td>1,796.25</td>
<td>1</td>
<td>1,850.14</td>
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<tr>
<td>DC-Kinshasa, CB Program Officer</td>
<td>1</td>
<td>1,162.62</td>
<td>1</td>
<td>1,197.50</td>
<td>1</td>
<td>1,233.42</td>
</tr>
<tr>
<td>DC-Kinshasa, Sr. Program Administrator</td>
<td>1</td>
<td>1,743.93</td>
<td>1</td>
<td>1,197.50</td>
<td>1</td>
<td>1,233.42</td>
</tr>
<tr>
<td>DC-Kinshasa, Communications Officer</td>
<td>1</td>
<td>581.31</td>
<td>1</td>
<td>598.75</td>
<td>1</td>
<td>616.71</td>
</tr>
<tr>
<td>DC-Kinshasa, Species Officer</td>
<td>1</td>
<td>581.31</td>
<td>1</td>
<td>598.75</td>
<td>1</td>
<td>616.71</td>
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<tr>
<td>DC-Kinshasa, Sustainable Finance Officer</td>
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<td>1</td>
<td>616.71</td>
</tr>
<tr>
<td>DC-Kinshasa, People &amp; Conservation, Sr. Director</td>
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<td>581.31</td>
<td>1</td>
<td>598.75</td>
<td>1</td>
<td>616.71</td>
</tr>
<tr>
<td>DC-Kinshasa, Conservation Strategy Manager</td>
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<td>1</td>
<td>1,108.80</td>
<td>1</td>
<td>1,142.06</td>
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<tr>
<td>DC-Vavonde, Managing Director</td>
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<td>2,700.00</td>
<td>1</td>
<td>2,781.00</td>
<td>1</td>
<td>2,700.00</td>
</tr>
<tr>
<td>Kinshasa-Kigali</td>
<td>1</td>
<td>2,700.00</td>
<td>1</td>
<td>2,781.00</td>
<td>1</td>
<td>2,700.00</td>
</tr>
<tr>
<td>Kigali- Goma (per diem only)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<td>0</td>
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<tr>
<td>USA-DRC</td>
<td>1</td>
<td>2,700.00</td>
<td>1</td>
<td>2,700.00</td>
<td>0</td>
<td>0.00</td>
</tr>
<tr>
<td>Cameroon- DRC</td>
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<td>1,000.00</td>
<td>1</td>
<td>1,100.00</td>
<td>0</td>
<td>0.00</td>
</tr>
<tr>
<td>Entebbe-Kigali</td>
<td>1</td>
<td>2,700.00</td>
<td>1</td>
<td>2,781.00</td>
<td>1</td>
<td>2,781.00</td>
</tr>
<tr>
<td>London-Goma</td>
<td>1,300.00</td>
<td>3</td>
<td>938.90</td>
<td>2</td>
<td>664.71</td>
<td>2</td>
</tr>
<tr>
<td>New York- Goma</td>
<td>2,700.00</td>
<td>3</td>
<td>938.90</td>
<td>2</td>
<td>664.71</td>
<td>2</td>
</tr>
</tbody>
</table>

A.14.7 PRIOR APPROVAL OF GRANT(S) AND GRANTEE(S)

Grants to the following grantees are hereby pre-approved by the Supervisory Agreement Officer at the noted estimated levels:

<table>
<thead>
<tr>
<th>Grantees</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Total Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>WWF-CARPO</td>
<td>679,829.00</td>
<td>667,870.00</td>
<td>702,082.00</td>
<td>437,672.00</td>
<td>409,298.00</td>
<td>2,896,751.00</td>
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<tr>
<td>WCS</td>
<td>496,398.38</td>
<td>551,398.00</td>
<td>551,398.20</td>
<td>361,558.10</td>
<td>361,558.00</td>
<td>2,322,311.00</td>
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<tr>
<td>IGCP</td>
<td>164,237.00</td>
<td>164,237.00</td>
<td>164,237.00</td>
<td>82,118.00</td>
<td>82,118.00</td>
<td>656,947.00</td>
</tr>
</tbody>
</table>

The total budget for such grants is under “Other” Direct cost.

A.14.8 PRIOR APPROVAL OF PURCHASES OF EQUIPMENT

The Agreement Officer hereby approves the equipment purchases identified in the detailed project budget:
<table>
<thead>
<tr>
<th>Equipment and Motor Vehicles</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>PROJECT TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Unit</td>
<td>Cost</td>
<td>Unit</td>
<td>Cost</td>
<td>Unit</td>
<td>Cost</td>
</tr>
<tr>
<td>Landcruiser hardtop</td>
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<td>0</td>
</tr>
<tr>
<td>Motorbike</td>
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<td>1</td>
<td>5,700</td>
<td>0</td>
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<td>0</td>
</tr>
<tr>
<td>Multisystem Printer</td>
<td>5,000</td>
<td>1</td>
<td>5,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Vehicle</td>
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<td>1</td>
<td>55,000</td>
<td>0</td>
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<td>0</td>
</tr>
<tr>
<td>VSAT Internet System</td>
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<td>1</td>
<td>5,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

[END OF ATTACHMENT A – SCHEDULE]
ATTACHMENT B – PROGRAM DESCRIPTION

EXECUTIVE SUMMARY

From the mist-shrouded peaks of active volcanos to moist tropical forests, wetlands and open savannah, the Virunga Landscape (LS) contains more biodiversity within its 1,939,750 ha than any other landscape in Africa. It lies predominantly in the northeast of the Democratic Republic of the Congo (DRC), although a small portion spills across the DRC’s eastern frontier into Rwanda. Despite years of conflict and rampant poaching that have decimated populations of hippopotamus, elephants and buffalo, the landscape remains home to more than 700 species of birds and 210 species of mammals—including more than half of the world’s remaining mountain gorillas.

Yet this is also a landscape whose fertile volcanic soils support the highest human population density in Africa--a density that goes up in parts to 600 people per sq. km, with the LS average being 300 people/km². Most are agriculturists, with a few cattle herders and fishermen. With virtually no industry in the landscape, poverty is extreme. Adding to the pressures of population and poverty are some 920,000 people are displaced (based on UN June 2013 estimates), both by ongoing internal conflict and the 1994 genocide in Rwanda.

Threats to biodiversity and forest cover include poaching, overfishing in Lake Edward, and deforestation and degradation driven by permanent and slash-and-burn agriculture and illegal logging for fuel wood and charcoal production. Complicating this picture is political and military insecurity caused by the presence of a number of rebel groups.

The Consortium proposes to work in seven macro-zones within the Virunga LS: two protected areas (PAs) and five CBNRM zones, chosen both for their outstanding biodiversity values and for their importance to climate change mitigation and to REDD+ projects at the landscape level. The PAs are: Virunga National Park (784,368 ha) and the Mount Hoyo Nature Reserve in the DRC. The oldest and most biodiverse National Park in Africa, Virunga National Park (PNVi) is an endangered World Heritage site that, given better governance and an end to armed conflict, could become an economic anchor for the entire region through gorilla related ecotourism. Mt Hoyo is likewise renowned for its biodiversity and its spectacular cave system housing millions of bats. The limits and size of this PA zone have yet to be defined, but are estimated at 1,200 km².

The CBNRM zones, for which management plans are developed, include Mwenda, Adjuma and Bwisha in the DRC and Kinigi in Rwanda. To these four existing CBNRM zones, this proposal would add a fifth in the sole remaining forest corridor linking the PNVi and Mt. Hoyo PAs. The limits and size of this CBNRM zone have yet to be defined. There are presently no extractive resource zones although the imminent threat of oil exploration in and around PNVi constitutes a major threat to biodiversity that, if it proceeds, could result in the park’s partial degazettement and removal as a World Heritage site.

The program approach: The program’s approach to date has centered on building partnerships with stakeholders, including local communities, authorities and indigenous peoples to involve
them in the management and sustainable use of natural resources. Between 2007 and 2010, biological and socio-economic data were collected and analyzed to guide a land use planning process founded on building consensus between all stakeholders within different resource use zones. A participatory planning process has promoted the direct involvement of stakeholders, notably indigenous people and women, in decision-making, participatory demarcation of large parts of the boundaries of PNVi and different use zones and the establishment of use regulations. Consortium members, local communities and partners have also been provided with training to improve their natural resource management skills.

To mitigate biodiversity threats and ensure sustainable resource management, a General Management Plan (GMP) for PNVi has been drafted to provide guidance to ICCN and its partner in co-management of PNVi, the African Conservation Fund (ACF), as well as other partners and neighboring communities. This GMP helps to orient technical and financial support from NGOs and donors and forms the basis for the Annual Action Plans presented at formal partner meetings, called CoCoSi (Comité de Coordination du Site).

In response to the enormous demand for fuel wood and charcoal and other human pressures encircling PNVi, the project includes a long-established component of climate and carbon-related activities aimed at reducing deforestation and degradation, while improving livelihoods. Notable among these is WWF’s EcoMakala reforestation project, which is recognized by the DRC National REDD Coordination as a REDD+ pilot project. By FY13, almost 5,600 ha of tree plantations were planted by 45 local NGOs and CBOs. An equally successful companion project is promoting the use of improved, fuel-efficient stoves in households around PNVi—with nearly 45,000 already in use and 20,000 a year now being manufactured and marketed by community associations run overwhelmingly by women. This efficient stoves project, in combination with EcoMakala, won an Ashden Award this year for avoided deforestation.

Significant efforts have also been undertaken to build the capacity of local political and traditional authorities, local NGOs and other stakeholders in the REDD+ process.

In the four existing CBNRM zones identified as priorities for conservation, CARPE partners have been working with local communities and administrations to define and map key conservation threats and develop integrated management plans to address them. An ongoing process of piloting and testing CBNRM approaches has included a strong focus on forest governance and community rights, particularly related to gender equity and the rights of indigenous peoples (IPs). This has included testing opportunities to secure legal rights for the management of natural resources by local communities through the national decentralization framework in the DRC.

**National and landscape collaborators:** In addition to the governments of the DRC and Rwanda, local NGOs and the principal consortium members, other partners contributing, or expected to contribute, to the implementation of the DRC component of the LS, include: CREF (Réseau pour la Conservation et la Réhabilitation des Ecosystèmes Forestiers); UN HABITAT, on demarcation and conflict issues associated with PNVi; Africa Conservation Fund (ACF), currently contracted to manage PNVi; and the Frankfurt Zoological Society (FZS).

**Expected results:** The nearly 45,000 fuel-efficient cook stoves now in use in Goma have already reduced demand for charcoal sourced from within PNVi by an estimated 20%. We expect to expand production to 30,000 units annually, to further reduce deforestation and cut GHG
emissions by an estimated 9,000 tons of CO2/year. We will address gender issues by encouraging and training women to take active leadership roles in the cook stove industry. We also plan to add 1,200 ha of tree plantations/year and increase stakeholder awareness about the environmental and economic advantages to them of both tree plantations for charcoal production and the new stoves, which are 50% more efficient than traditional models. With ICCN and ACF we expect to improve the management of PNVi through the provision of logistical support and equipment. We also will use the MIST/SMART system to improve efficiency of patrol efforts. To reduce conflict with local communities we anticipate demarcating 150 km (i.e., 30 km/year) of the park’s boundary in collaboration with the concerned communities, through a WWF designed participatory process, which has been in operation since 2003.

**Funding level requested:**

<table>
<thead>
<tr>
<th></th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
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<td>1,743,000</td>
<td>1,743,000</td>
<td>1,143,000</td>
<td>1,143,001</td>
<td>7,515,001</td>
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<td>435,750</td>
<td>435,750</td>
<td>285,750</td>
<td>285,750</td>
<td>1,878,750</td>
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</tbody>
</table>

**Names and roles of consortium partners:** The consortium brings together several globally respected institutions with expertise in terrestrial conservation, protected area and species management, biological and socioeconomic monitoring, sustainable livelihoods, gender issues, public and private-sector capacity building, and climate change mitigation in order to assist CAFEC achieve its over-arching objective of maintaining the ecological integrity of the forests of the Congo Basin. Consortium partners and main collaborators include:

**WWF (Consortium Lead):** Assuring overall coordination; leading land use plan implementation; building community capacity to develop alternative livelihood opportunities and to engage in reforestation efforts and the fuel efficient stove program; reducing conflicts between ICCN and local populations through participatory demarcation of PNVi limits; supporting law enforcement needs; implementing CBNRM management plans; and ensuring regular reporting to CARPE-USAID, MECNT, COMIFAC and the Landscape Management Committee on progress toward LS benchmarks. (See Table 1 for detailed breakdown.)

**WCS:** Supporting PA law enforcement needs, collecting baseline biological information on the landscape; supporting ICCN on implementation of the GMP for PNVi; providing technical assistance to build capacity on reforestation and alternatives to reduce deforestation, as well as REDD+. WCS also will have the lead on a CBFF supported REDD+ project in the corridor between PNVi and the Mont Hoyo Reserve, in collaboration with WWF and other partners.

**IGCP:** Coordinating implementation of land use planning in the Rwanda component of the LS; supporting the establishment of the Kinigi CBNRM across five districts adjacent to PNVi; supporting civil society engagement in the REDD+ Preparedness Project for Rwanda, and engaging stakeholders at both the local and national levels to strengthen community conservation and alternative livelihoods development. IGCP also supports law enforcement and ranger-based monitoring in both Rwanda and the DRC.

**WRI** proposes to lead the consortium on SCAEMPS (with help from WCS and WWF). Its role in the Virunga LS will involve linking macro-zoning and REDD+ activities in the landscape to national level work and policies. Through Global Forest Watch 2.0, and in collaboration with
UMD, WRI could support landscape leads to design a simple reporting structure to better quantify deforestation and forest degradation over time. Landscape level data would also be linked to the national level MRV system, TerraCongo, supported by the FAO, through the Forest Atlas platform.

**Overview of WWF and Past Performance**

*Mission, goals and objectives of WWF and partners and how they relate to the proposed program:*

For more than 50 years, WWF’s mission has been to preserve the diversity of life on Earth and the health of ecological systems, building a future in which human needs are met in harmony with nature. Founded in 1961 with a primary focus on species conservation, WWF is now a multinational conservation organization dedicated to protecting biodiversity, promoting sustainability, and reconciling the needs of people and nature in the more than 120 countries where we work. Over the past two decades, our goal in the Congo Basin has been the conservation of a contiguous forest ecosystem spanning the borders of six countries: the DRC, Congo-Brazzaville, CAR, Gabon, Cameroon and Equatorial Guinea.

WCS is a US nonprofit, tax-exempt, private organization that *saves wildlife and wild places by understanding critical issues, crafting science-based solutions, and taking conservation actions that benefit nature and humanity.* With more than a century of experience, long-term commitments in dozens of landscapes, and presence in more than 60 nations, WCS has amassed the biological knowledge, cultural understanding and partnerships to ensure that vibrant, wild places and wildlife thrive alongside local communities. Working with local communities and organizations, that knowledge is applied to address species, wildlife and domestic animal health, habitat and ecosystem management issues critical to improving the quality of life of poor rural people whose livelihoods depend on the direct utilization of natural resources.

IGCP was formed in 1991 as a coalition program of the African Wildlife Foundation (AWF), Fauna & Flora International (FFI) and WWF. It seeks to conserve critically endangered mountain gorillas and the regional afro-montane forests they inhabit by partnering with key stakeholders and promoting sustainable livelihood development. To facilitate this, one of its key objectives is to increase collaboration between PA authorities and other partners in the three countries where it works. Towards that end, the IGCP partnership now also includes the Rwanda Development Board (RDB), the Uganda Wildlife Authority (UWA) and the DRC’s ICCN.

The World Resources Institute’s (WRI) mission is to move human society to live in ways that protect Earth’s environment and its capacity to provide for the needs and aspirations of current and future generations. WRI work at the intersection of environment and development to develop practical solutions that address global challenges related to forests, food, water, climate, energy, transport, and governance. WRI’s forest strategy aims to reduce poverty, enhance food security, conserve biodiversity, and support climate change adaptation and mitigation by reducing forest loss and supporting efforts to restore degraded and deforested ecosystems.

*Relevant experience of WWF and partners in relation to the proposed program in DRC or other countries:*
WWF has been involved in conservation of the Congo Basin for half a century. We played a foundational role in the creation of the regional conservation framework that CARPE now supports, having spearheaded and co-hosted the Yaoundé Summit in 1999 and the Libreville workshop that defined the region’s priority landscapes in 2000. In 2002, we joined the United States and other government and non-government partners as a founding member of the Congo Basin Forest Partnership (CBFP.) In the DRC, we served as Landscape Leader for the Virunga Focal Area LS and Salonga_Lukenie-Sankuru LS under CARPE II and are also the lead for the largest and most advanced REDD+ pilot project in the country (in the Mai Ndombé region of the Lac Tumba LS). WWF has had a presence in the Virunga LS since the 70’s with a focus on mountain gorilla protection, environmental education and reforestation through community forestry. Our DRC staff currently numbers 115, with 45 based in our Kinshasa office, which runs three national-level programs focused on PAs, Forests/Climate and Extractives. This office is strongly supported by our regional program office in Yaoundé and by WWF’s US headquarters in Washington, DC.

WCS has been supporting conservation in Eastern DRC since the late 1950s. Although site-based programs developed in the 1980s focused on the Okapi Faunal Reserve, there was punctual support to conservation in the Virunga Volcanoes in the mid-1970s, Maiko National Park in the late 1980s, and Kahuzi-Biega National Park and the Itombwe Massif in the early to mid-1990s. More recently WCS, through its Albertine Rift and DRC Country Programs, has been supporting the conservation and management of Virunga National Park and the Mt Hoyo Reserve within the Landscape 12 boundaries. WCS is also overseeing the development of a law enforcement monitoring (LEM) program using MIST software in Virunga National Park, as part of a strong focus on park protection and law enforcement. This also includes supplying uniforms and rations for rangers and supporting transboundary collaboration with the Uganda Wildlife Authority in Uganda. In Mt. Hoyo WCS assists the management of the Reserve by supporting ranger patrolling and data collection for MIST.

IGCP works in close partnership with the governments of Rwanda, Uganda and DRC to conserve mountain gorillas and regional afro-montane forests. Its activities include collaboration with local people surrounding the parks to ensure that benefits of conservation are shared with communities. IGCP’s unique partnership operates through a regional landscape-level approach, promoting integrated collaboration and capacity building and an adaptive program strategy centered on four core components: strengthening the protection of mountain gorillas and their habitat through transboundary collaboration; establishing a strong information base to understand the dynamics between human populations and wildlife; working with local communities to create alternative livelihood opportunities and; advocating strong policy and legislation for conservation. IGCP is a key partner in the Greater Virunga Transboundary Collaboration (GVTC), a formal transboundary collaboration mechanism between Rwanda, Uganda, and the DRC.

WRI’s work in the Congo Basin began in 1999 and has tackled issues such as forest monitoring and mapping, forest governance, land use planning, institutional capacity, participation and representation of indigenous communities, decentralization of natural resource management, and, more recently, the role of forests in climate mitigation strategies. These efforts have enhanced capacity of government institutions to manage and monitor forest resources, improved the quality and transparency of spatial information on forests throughout the region, and
strengthened the capacity of domestic civil society to engage in forest policy debates. WRI has achieved these forest and land use impacts across the Congo Basin (Cameroon, CAR, DRC, Equatorial Guinea, Gabon and the Republic of Congo).

**Comparative advantage of WWF and partners to carry out this work:**

WWF has extensive experience in building and working within partnerships at local, national and international levels to implement complex projects, and achieve results. At the multinational level, perhaps the most influential example of this has been the World Bank-WWF Alliance for Forest Conservation and Sustainable use, which led to the creation of the Amazon Region Protected Area (ARPA) initiative and the Global Forest Trade Network (GFTN). Our diverse partnerships run the gamut from working with the Coca-Cola Company on freshwater conservation to our alliance with CARE to alleviate poverty in coastal Mozambique. Among conservation NGOs, we are the leader in promoting market transformation. WWF founded the Forest Stewardship Council (FSC) in 1993 and there are now more than 180 million ha of forest under FSC certification around the world, including over 5 million ha in the Congo Basin. Through a series of industry-NGO roundtables organized by WWF, best practices and sustainability standards have also been developed for 15 key commodities including forest and fisheries products, palm oil, soy, cotton, and sugar. The Roundtable for Sustainable Palm Oil (RSPO) is now playing a key role in developing regional standards for sustainable palm oil production in Central Africa. One recognition of WWF’s capacity to undertake large and complex conservation projects is its recent designation as a Project Agency of the GEF.

WCS currently manages more than 200 million acres of parklands around the world and is globally recognized both for its expertise in PA management and for the quality of its conservation science. Its expertise in LEM and biomonitoring has been proven throughout Africa, Latin America and Asia and it has extensive experience in developing REDD+ projects in Africa—including Uganda (Murchison-Semliki Landscape with partners), in Makira Forest in Madagascar, a feasibility assessment for Itombwe and Ngamikka in DRC, and a REDD+ pilot project in Mambasa, Ituri Province in DRC.

WCS has been operating in the Virunga landscape for 10 years and has good relations with ICCN as well as the Provincial government and local security agencies. This enables it to operate here despite the ongoing insecurity in the landscape.

IGCP has an extensive experience of more than 20 years in ensuring the conservation of mountain gorillas and their regional afromontane forest habitat in the Virunga landscape comprising of Rwanda, Uganda and the DRC. IGCP works as a coalition program currently comprised of Fauna & Flora International (FFI) and the World Wide Fund for Nature (WWF). IGCP works in close partnership with the protected areas authorities of Rwanda (Rwanda Development Board), Uganda (Uganda Wildlife Authority) and the DRC (Institut Congolais pour la Conservation de la Nature) as well as with the GVTC, a formal transboundary collaboration mechanism among Rwanda, Uganda, and the DRC to ensure that the Virunga landscape is managed sustainably by reducing the threats to mountain gorillas and their forest habitat and creating widespread support for conservation among local communities, interest groups and the general public; and to improve the protection of gorillas and their habitat by encouraging the relevant authorities to adopt a consistent, collaborative approach to conservation policy and legislation at the national level and throughout the region.
IGCP successfully implemented previous regional programs, like the one executed in collaboration with CARE International called Enterprise, Environment and Equity in the Virunga landscape of the Great Lakes Region (EEEGL) in the areas of Community Based Natural Resources Management and collaborative parks management. IGCP implemented successfully the previous CARPE programs linked with climate change adaptation and mitigation, as well as advocacy for conservation, environment and climate change policy framework development and capacity building in climate change resilience techniques and methods. IGCP is also an active member of the Environment and Natural Resources Sector Working Group in Rwanda, aimed at developing policies, strategies, programs and actions for Environment and biodiversity protection, climate change resilience and sustainable natural resources management.

WRI has been working to support improved management of natural resources in the DRC since 2005. WRI’s approach has focused around increasing access to high-quality forest information in combination with developing the necessary tools and capacity to ensure that this information is applied to improve natural resource management on the ground. From 2006-2009, WRI served as both independent observer and technical support to the DRC’s forest title review process, which resulted in the cancelation of nearly 50% of operating logging titles. Since 2006, WRI has been a technical support partner of DRC’s MECNT to develop and implement a forest information management and monitoring system, referred to as the Interactive Forest Atlas of DRC. In 2010, WRI and MECNT published the first version of the Atlas, making available for the first time complete information on forest concessions, protected areas, mining permits and other relevant data for the first time in one platform – used to support improved land use planning, resource monitoring and coordination between land use institutions. Since the publication of the first version of the Atlas, WRI and MECNT continue to expand and improve the content of the application, while also extending its reach to the three forested provinces of Bandoundou, Equateur and Orientale. WRI leads the Global Forest Watch 2.0 initiative (in partnership with UMD and OSFAC, amongst others), which targets getting better forest information into the hands of forest stakeholders worldwide – including near real time forest change data. WRI has a regional office in Kinshasa with five full-time staff, operating under an official Memorandum of Understanding (MOU) with MECNT.

**Teaming arrangements of the consortia and specific roles of each partner at the LS level:**

<table>
<thead>
<tr>
<th>Consortium Member</th>
<th>Primary Roles in the CARPE Consortium</th>
</tr>
</thead>
</table>
| WWF (Consortium Lead) | • Leading landscape land use plan implementation and ensure coordination with national efforts (National Forest and Land Use Platform);  
• Building capacity on reforestation, fuel efficient cook stoves and alternatives to reduce deforestation, and REDD+ with support from CBFF and the European Commission, in collaboration with CIFOR;  
• Reducing conflicts between ICCN and local populations through the participatory demarcation of PNVi limits;  
• Assist in the implementation of CBNRM management plans and provide small grants to support alternatives activities;  
• Ensure regular reporting to and communications with CAFEC-USAID, COMIFAC, and the Landscape Management Committee, on Consortium progress towards achieving the Landscape benchmarks;  
• Serve as the Secretariat for the CAFEC Consortium Landscape Governance Committee; |
**Program Description**

**a) Technical Strategy and Approach**

*Strategic Selection of Landscape and Macrozones*: From marshlands and open savannahs to montane forests and the snowfields of Mt. Rwenzori, Africa’s third highest peak, the Virunga
landscape covers 1,936,750 ha and contains the largest variety of habitat types in Africa. Centered along the Albertine Rift, most of this globally outstanding landscape is located in the eastern DRC (98.97%), while a small portion (1.03%) spills across the border into Rwanda. With more than 700 species of birds and more than 210 species of mammals, this is the most biodiverse landscape in Africa.

The jewel in this crown is the 788,332 ha Virunga National Park (Parc National des Virunga-PNVi), which is home to some 200 of the estimated 875 mountain gorillas left in the world, as well as chimpanzees and populations of hippopotamus and buffaloes. Due to its elongated shape and size, the park is also contiguous with 11 other PAs and reserves in Rwanda and Uganda, making it critical for connectivity and biodiversity throughout the region.

Geographically, the LS contains a unique amalgamation of active volcanoes, congolian and montane forests, plains, marshlands and lakes. Most significant, from a climate change perspective, are the vegetation belts that ascend uninterrupted from 700m to 5,000m in elevation, offering potential refugia to species as the climate warms.

However, this is a landscape that also has the highest density of human population in Africa (an average of 300 people per km²) and that has been afflicted by years of war and continuing conflict that has led to the mass movement of people, deforestation, and encroachment of PAs.

Macrozones:

<table>
<thead>
<tr>
<th>Macrozone</th>
<th>Justification</th>
<th>Size (in hectares)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Virunga National Park, DRC</td>
<td>Africa’s Yellowstone: oldest and most biodiverse NP in Africa including roughly a third of the world’s remaining mountain gorillas. Primary forest covers approximately 35% of the park, whose unique habitats are home to many endemics.</td>
<td>788,332</td>
</tr>
<tr>
<td>Mt. Hoyo Reserve</td>
<td>Mt. Hoyo is renowned for its biodiversity and an especially spectacular cave system housing millions of bats. The size of this area is still to be determined.</td>
<td>TBD</td>
</tr>
<tr>
<td>Bwisha CBNRM, DRC</td>
<td>This area is important as a buffer zone for the narrowest part of Virunga National Park (PNVi) and represents an important ecological corridor for elephants between the southern and the central sectors of the national park.</td>
<td>5,678</td>
</tr>
<tr>
<td>Mwenda CBNRM, DRC</td>
<td>This area includes mountain forest with high biodiversity value. Currently protected and managed by the local community, this forest provides important ecological services to the communities and acts as a buffer zone between communities and the park.</td>
<td>1,447</td>
</tr>
<tr>
<td>Adjuma CBNRM, DRC</td>
<td>An important community forest in Adjuma, which complements a larger CBFF-funded effort to preserve a biological corridor between the northern tip of PNVi and the Mont Hoyo Reserve. This corridor will help to maintain natural processes between these two important protected areas.</td>
<td>7,277</td>
</tr>
<tr>
<td>PNVi - Mt. Hoyo corridor CBNRM, DRC</td>
<td>Along with Adjuma, this CBNRM complements a larger CBFF-funded effort to preserve a biological corridor between the northern tip of PNVi and the Mont Hoyo Reserve. The size of this area is still to be determined and there will be overlap with the Adjuma CBNRM.</td>
<td>TBD</td>
</tr>
</tbody>
</table>
Kinigi CBNRM, Rwanda

Located in the periphery of Volcanoes National Park (VNP) in Rwanda, where roughly one third of the world’s remaining mountain gorillas live. Because the gorillas move between VNP and PNVi, this area is critical for transboundary conservation. Activities will focus on climate change adaptation, clean energy policies, climate mitigation through REDD+ projects and other community-based efforts to reduce deforestation and degradation through sustainable resource use.

5,000

Work is already well underway in five of these seven macrozones, which were all part of CARPE II. For CAFEC, however, we are proposing to add two more: the Mt. Hoyo Reserve and the PNVi-Mt. Hoyo Corridor CBNRM. Their exact limits and size have yet to be determined, but their inclusion is justified by Consortium surveys, which have determined that the size of the lowland forest within PNVi is insufficient to conserve viable populations of forest elephant, chimpanzee and okapi. As a result there is a need to conserve the forest to the north of the park that connects it to the Mt. Hoyo Reserve. Conservation of this corridor would increase the area of protected forest by about 1,357 km² and provide enough forest for target species. Socioeconomic surveys by WCS also show that more than half of the population in this region would be willing to engage in a REDD+ project even before sensitization—a percentage likely to increase as people are made aware of what REDD+ would entail and how they could benefit from it.

Deforestation between 2005 and 2010 is leading to the loss of an estimated 269,664 tonnes of CO₂ per year in the corridor, based on a crude measure of the carbon stock in the lowland forest in PNVi. Funding from a REDD+ project could thus probably provide sufficient incentives to farmers to conserve forest in this area.

**Importance of the macrozones for conservation and climate change mitigation**

While annual deforestation rates in the Congo Basin remain comparatively low, relative to those in South America or the tropical parts of Asia, they are growing—and nowhere in the DRC are they higher and growing faster than in the Virunga LS, where a high population density, displaced populations, poverty and lack of livelihood opportunities are putting increasingly heavy pressure on the forest cover as a result of slash-and-burn agriculture and logging for fuel wood and charcoal production. Insecurity and the presence of a number of armed groups inside PNVi exacerbate these activities. This makes the implementation of successful REDD+ pilot projects critical both for conserving forest cover, and therefore biodiversity, and for mitigating climate change. Relieving these pressures on the park itself will be especially critical, given its unique continuum of habitat at different elevation levels that could provide refuge for species as the climate changes.

**Threats to biodiversity and/or forest cover and quality of both**

The main threat to the landscape’s biodiversity is the unprecedented level of encroachment in PNVi. Given the conflict that periodically erupts between armed groups inside PNVi, and the enormous demand for fuel wood, timber, and other natural resources coming from the densely populated communities surrounding it, this is a park under siege from both within and without. Most ominous of all is the new threat of oil exploration, which the president has authorized in several blocks covering most of the park. If this proceeds, it could result in the PNVi’s partial degazettment and removal as a World Heritage site.
Rates of deforestation in and within 5km of PNVi have been:

| Historic changes in deforestation in and within a 5km buffer zone of PNVi PA |
| :------------------: | :------------------: | :------------------: | :------------------: |
| Inside PA | Buffer zone |
| **2000-2005** | 1,464 | 293 | 8,110 | 1,622 |
| Deforestation | 2005-2010 | 402 | 80 | 11,302 | 2,260 |


Rates of deforestation in the Mt Hoyo corridor and in the surrounding 5km buffer zone:

| Yearly deforestation and emissions in the Corridor region between Virunga Park and Mt Hoyo |
| :------------------: | :------------------: | :------------------: |
| Deforestation (ha/yr) | Emissions (tCO2e/yr) |
| Inside | Buffer | Inside | Buffer |
| Primary forest | 422 | 377 | 264,815 | 236,148 |
| Secondary forest | 23 | 315 | 4,815 | 65,820 |
| Woodland | 0 | 6 | 34 | 870 |


The consortium will address threats to biodiversity in Virunga LS through a participatory process involving stakeholders at all levels—from national governments (ICCN in the DRC and RDB in Rwanda), the private sector, local NGOs and international institutions (IGCP GVTC, etc.) and local communities.

The program engages community men and women in decisions about rules, policies and agreements - related to resource use and governance – and ensures that customary land/resource rights of indigenous peoples are understood and respected in the process of developing the land use plan. The program also engages the private sector to ensure that its activities are compatible with the long-term ecological sustainability of the landscape, and that they benefit both local men and women, including through employment, revenues and resource rights

**Potential for piloting national and regionally relevant REDD+ approaches.**

WWF is already working very closely with the DRC National REDD Coordination in the development of its REDD Readiness Strategy. WWF technical staff are active members of several thematic groups (protected areas, etc.) within the National REDD Coordination and WWF has been appointed as a member of the REDD National Committee of Monitoring of Social and Environmental Standards through two ministerial decrees, all of which are supported by networking on the ground. WWF’s work at national level therefore directly feeds into its field work in the Ecomakala REDD+ Pilot Project, which will actively promote effective stakeholder
participation and social safeguards (including indigenous people and local communities). In turn, WWF will assure that key strategic lessons and practices from the REDD+ programs in the landscape (including local experience in the area of Indigenous Peoples and Local Communities participation, safeguards and community-based approaches to REDD+) are gathered and disseminated to REDD+ practitioners and decision makers to influence national REDD+ framework and other programs in the DRC.

**IR 1: Sustainably Managing Target Forest Landscapes**

The main drivers of deforestation and forest degradation in the Virunga landscape are inefficient and destructive agricultural practices and the unsustainable exploitation of wood for fuel and for making handicrafts. Another underlying driver has been the influx of refugees and the internal displacement of people due to ongoing conflict.

The result is that the most biodiverse of all African landscapes also has the highest rate of deforestation of any CARPE landscape—3.45%, according to statistics from FACET. Even PNVi, with protected area and World Heritage status, had an alarming deforestation rate of 2.38% from 2000 to 2010.

In the Rutshuru Hunting Domain, a PA adjacent to PNVi, more than 90% of the land is totally degraded and used for cultivation. Outside the protected areas, 80% of the land area is used for subsistence agriculture (crops include maize, Irish potatoes, beans and sorghum) or industrial agriculture (coffee, tea, cacao and cinchona).

A detailed analysis of SPOT satellite images taken in 2004 and 2005 classified the areas according to three levels of pressure on the park. The first is “low pressure” area where a strip of land of about 2 km is not permanently occupied by humans and where natural habitats still border the park. The second is “average pressure” area where human activities are causing degradation within 2 km of the park boundaries. The third category is a “high pressure” area where agricultural fields are directly adjacent to the park boundary or inside the park. The percentages for the categories of low, medium and high pressure are of the order of 33%, 21% and 46% respectively.

Similar deforestation pressures exist around VNP in Rwanda, where population density in the Kinigi CBNRM management zone is extremely high. At the sector level, the mean population density is 590/km², with densities ranging from 314 people per km² in the Kinigi Sector itself to 1,028 people per km² in the Gahunga Sector.

Given these pressures, the fact that park boundaries are not clearly defined encourages encroachment and conflicts between park authorities and local communities. The Consortium will therefore seek to relieve these pressures through a participatory approach, one that is based on the hypothesis that, by engaging local communities in equitable land use planning and management and by giving them more sustainable alternatives to meet their needs, deforestation rates can be reduced and carbon stocks maintained while livelihoods are improved, thus achieving the goal of IR1.

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1 Bush et al. 2010. *Assessing Impacts from Community Conservation Interventions Around Parc National des Volcans, Rwanda.* 131pp
Sub IR 1.1  Strengthened capacity for land use planning and implementation of land use management plans to reduce GHG emissions from deforestation and forest degradation

CBNRM zones and PA boundaries

In collaboration with local communities and government authorities, areas for CBNRM as well as the boundaries for the national park have been mapped to define land use activities. Under previous phases of CARPE, 208 km of park limits were successfully demarcated and we anticipate adding another 150 km in the current phase.

Proposed Activities: participatory demarcation

Participatory park demarcation will be conducted by: (1) setting up a mixed commission (where major stakeholders are represented) to oversee the demarcation of the boundaries of the park; (2) identifying land use practices and their limits around PNVi that are disputed or in conflict; (3) organizing meetings to validate the procedures for demarcating the boundaries; (4) demarcating park boundaries with the active involvement of all key actors from the community, government authorities and non-governmental organizations with a good representation of women and; (5) monitoring and maintenance of demarcated boundaries.

Potential indicators showing how activities can be monitored for effectiveness include: 1) reduced agriculture in the park; 2) reduced extraction of wood for charcoal; and 3) reduced poaching in the park.

Sub IR 1.2 Economic incentives for adopting land management best practices reinforced and expanded in targeted areas

Rapid deforestation and illegal charcoal production in PNVi are threatening its fragile ecosystem and roughly a third of the world’s population of highly endangered mountain gorillas. To counter this trend, the Consortium will continue its successful work with local communities to promote the use of more fuel efficient stoves and to create tree plantations for charcoal production. WWF’s clean stove project has supported the production and sale of nearly 45,000 improved stoves to households in and around Goma. This has resulted in a 20% reduction in Goma’s total charcoal consumption and has cut the average fuel bill for families using the new stoves in half (https://worldwildlife.org/stories/better-stoves-for-a-healthier-planet). Local community associations—run overwhelmingly by women—are now manufacturing, marketing and selling these stoves at a rate of 20,000 per year. To date, the project has provided alternative livelihood opportunities and significantly higher incomes to more than 900 women and 260 men in the project area. This project also complements and reinforces the existing EU and CBFF-funded EcoMakala project to reduce deforestation through the planting of tree farms for charcoal production.

Proposed Activities: Fuel efficient cook stoves

Increase the production of fuel efficient cook stoves to 30,000 units per year to reduce deforestation and forest degradation by: (1) training community groups and local businesses in the manufacturing and marketing of improved stoves that are 50% more fuel efficient than traditional stoves; (2) training users in the operation and maintenance of the new stoves; (3) conducting an educational campaign to sensitize the local population (especially women) to the
health, economic and environmental benefits of using cleaner stoves and; (4) conducting marketing campaigns with women’s groups to stimulate consumer demand for the stoves. Because they excel in entrepreneurial activities, women will play a central role in all aspects of this program.

**Proposed Reforestation Activities**

The ultimate goal of the afforestation program is to flood the charcoal market with legal and sustainable charcoal. However, we still have a limited understanding of this commodity chain. An improved understanding will allow us to better target our interventions, exert control over the market and develop policies such as de-taxing ‘green’ charcoal. Besides market chain research we will shift demand for fuel wood from the PNVi to tree farms planted for charcoal production by: (1) educating stakeholders about tree plantations for sustainable charcoal production; (2) identifying potential zones and areas suitable for plantations (in already deforested or degraded areas around the PNVi); (3) developing a participatory reforestation plan with local communities, including women groups and other relevant actors; (4) training farmers and women groups to establish and maintain tree farms and; (5) developing and implementing a reforestation management plan.

Potential indicators showing how activities can be monitored for effectiveness include: 1) number of households using clean cook stoves; 2) increase in consumer demand and number of new stoves sold annually; 3) number and hectares of tree plantations created for charcoal production; and 4) reduced deforestation and forest degradation inside park.

**Sub IR 1.3: MRV capacity of local stakeholders strengthened**

To reduce deforestation and ease pressures on VNP in Rwanda, we will engage stakeholders and conduct a feasibility study of REDD+ mechanisms, within the national framework, for development of conservation easements and/or buffer zones around VNP. At the local level we will update and regularly inventory land use categories for forestry and tree cover and cultivated land by season at sector and cell levels. This will be supported at the national level by the REDD+ Preparedness Project for Rwanda, currently under development through March 2014 that will support civil society engagement in REDD+.

**Proposed MRV activities for Kinigi, Rwanda:**

At the local level, we will conduct baseline inventory and mapping of forest resources (external to the Protected Area) in the macrozones/microzones, feeding into carbon market calculations. Likewise we will conducting training and capacity building of communities/CBOs in MRV process related to the inventory of forest resources—will be provided.

**IR 2: Mitigating Biodiversity Threats in Targeted Forest Landscapes**

The cornerstone of the Virunga landscape is (PNVi) created in 1925. Being the largest PA in the region, PNVi forms the backbone of a set of fifteen protected areas linking the Ugandan and Rwandan part of the Albertine Rift and therefore fulfils a vital function of ecological connectivity beyond its borders. The primary objective of this park is to conserve the unique biodiversity and diversified ecosystems and its services of the Albertine Rift. The rich biodiversity in PNVi is associated with a high rate of endemism. At least 218 mammals, 706
birds, 109 reptiles, 78 amphibians, 100 fish and 2077 plant species including threatened and endemic species are known to occur in the PNVi.

However, the pressure on the park is evident in overfishing in Lake Edward and in land degradation and overexploitation of flora and fauna. The number of people living close to the park has exploded; pristine territories have been invaded, ecological corridors disconnected; and water quality around the forest catchment threatened. Wood fuel and timber demands have increased tenfold. Rather than diversifying their livelihood activities and income sources, people continue to rely exclusively on the exploitation of forest resources, thus subjecting those resources to constant stress, causing a drop in productivity and the collapse of stocks. This threatens the very base of a major part of the populations’ livelihoods that heavily relies on these natural resources for survival. Illegal hunting, a major threat to wildlife, is growing, both for subsistence purposes (to make up the dietary shortfall in animal protein) and to supply the illegal wildlife trade in elephant ivory, hippopotamus teeth and baby gorillas. Populations of buffalos, elephants and hippopotamus have plummeted by 84%, 89%, and 98%, respectively, since the 1990s\(^2\). The remaining small population of Okapis is also shrinking.

**Development hypothesis**

Through technical and financial support to PNVi, law enforcement will be improved and poaching and deforestation reduced. Furthermore by engaging local communities in participatory and equitable land use planning and management, and by improving energy efficiency and establishing tree farms for charcoal production, deforestation rates will be reduced, critical habitat and biodiversity protected, while human needs are met and livelihoods are improved.

**Methodology used to identify biodiversity threats:**

Local experts used objective criteria to analyse and rate the anticipated level of the direct threats to biodiversity in the landscape over the next 10 years. Each combination of potential and current threats versus conservation target (e.g., elephants, lowland forest, etc.) was analysed on four-point scales for the scope, severity and irreversibility of each threat-target combination. The result was then sorted by the Miradi conservation planning software program (www.miradi.org) to reveal the most serious threats and the most threatened conservation targets (Open Standards for the Practice of Conservation – www.conservationmeasures.org). The same experts identified the drivers (i.e., root causes, indirect threats) for all of the direct threats, and documented all of the analysis in a conceptual model.

The conceptual model was used to consider and select strategies. For each of the selected strategies, a logic model or “results chain” was developed to articulate the theory of change. Key results, main activities, intermediate and final objectives; and associated indicators were included in the results chains. Each results chain was subjected to peer review during a June 2013 workshop.

**Sub IR 2.1: Strengthened capacity for biodiversity conservation planning and implementation.**

**Law Enforcement**

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The key species targeted for conservation in the project area mountain gorillas, elephants, okapi and hippopotamus; the key targeted habitat is Lake Edward. Law enforcement will be improved through partnerships with the government (ICCN) and its management partner (ACF), local NGOs and with the two principal consortium members (WWF and WCS) in DRC. Other, partners will also contribute in law enforcement and biodiversity conservation implementation in the area. These include consortium member IGCP, CREF (Réseau pour la Conservation et la Réhabilitation des Ecosystèmes Forestiers), PACEBCo (Programme d’appui à la Conservation et Ecosystèmes du Bassin du Congo), the Frankfurt Zoological Society (FZS), and GVTC (Great Virunga Transboundary).

Criminal exploitation of wildlife had reached epic proportions and threatens the foundation of conservation efforts built over the past 50 years. The global illegal trade in wildlife, estimated at $8-10 billion/year, is ranked among the top five illicit trades globally after narcotics, counterfeiting, human trafficking and illegal weapons. Worldwide, 2012 was the highest year on record for both large scale ivory seizures and elephant poaching. The impact of this criminal trade is particularly devastating in the Congo Basin. The Congo Basin’s wildlife is in crisis; illegal wildlife trade is reaching crisis levels; over the last 10 years, the Congo Basin region lost 62% of its forest elephants.

The situation in DRC is much worse than the Central Africa region’s average. DRC, which represents about 70% of the Congo Basin forests, has lost over 90% of its elephants over the past 30 years. Current total population estimates vary between 4-8,000 individuals. In DRC, much of the poaching is conducted by elements of the Congolese army (FARDC). According to the UN, “The Congolese armed forces continue to be plagued by criminal networks generating revenue for senior officers through their control over natural resources and contraband, including the trafficking of ivory from armed groups.” Several other armed groups have also been implicated in wildlife crimes in DRC, such as Mai Mai groups in VRP, the FDLR near Lake Albert, as well as Sudan People's Liberation Army (SPLA) militias. In the Ituri Forest of eastern DRC, an estimated 17,000 kg of ivory was sourced during a six month period in 2003. The ICCN is understaffed, underfunded, and is suffering from its weak management capacity. DRC is also the only country in the Congo Basin which still tolerates blatant uncontrolled, illegal domestic ivory markets, including in its capital Kinshasa.

Unfortunately, very little is currently underway at the national level to combat wildlife crime, and commitment from highest levels of government is lacking. In order to address this impunity in the criminal wildlife trade and massive killings of protected wildlife species in DRC, as well as to assist the Congolese authorities to fulfil their regional and international obligations under CITES, the Lusaka agreement, the regional COMIFAC wildlife action plan (PAPECALF – Plan d’Action sous-régional des Pays de l’Espace COMIFAC pour le renforcement de l’Application des Legislations nationales sur la Faune sauvage 2012-2017), and the upcoming regional wildlife law enforcement initiatives coordinated by ECCAS, WCS and WWF propose to work with relevant national law enforcement agencies and TRAFFIC to create a partnership. That

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4 TRAFFIC is a joint programme of WWF and IUCN, is the wildlife trade monitoring network, and works to ensure that trade in wild plants and animals is not a threat to the conservation of nature. During the fall of 2013, TRAFFIC will start operations in DRC in partnership with WWF, which will mainly focus on supporting the government of
partnership will be based on a successful law enforcement model spearheaded by the LAGA family, initially in Cameroon, and extended to several other countries in the region.

WWF and partners, in particular WCS, will support the development and management of a Law Enforcement (LE) Memorandum of Understanding (MoU) with the Ministry in Charge of Wildlife Management to strengthen collaboration between wildlife agencies and other relevant LE actors, with measurable indicators of success (relating, for example, to investigations, operations, legal assistance, media promotion, reporting and trainings). TRAFFIC will support the DRC government with the creation and operation of its National Coordination Unit to Combat Wildlife Crime (NCU) aimed at increasing arrests and prosecutions of wildlife criminals (as agreed at the regional level under PAPECALF - Plan d’Action sous régional des Pays de l’Espace COMIFAC pour le renforcement de l’Application des Législations nationales sur la Faune sauvage 2012-2017).

**Proposed Activities 1: Reduce poaching in the Central Sector, with special focus on Ishasha Valley and Lake Edward**

The project will seek to maintain the population of key animal species in the Ishasha Valley and surrounding savannahs by 1) sensitizing the local population to existing anti-poaching laws and regulations; 2) providing grants to ICCN to support enhanced enforcement of anti-poaching laws; 3) supporting rangers to conduct regular controls at specific check points where bush meat is transported for supply to urban areas; and, 4) providing biomonitoring data to park authorities and rangers.

**Proposed Activities 2: Reduce illegal fishing in Lake Edward**

In order to improve the conditions of Lake Edward, the project shall: (1) Identify the operational services of the lake, fishermen and the fishing canoes; (2) Restructure COPEVI (Coopérative des pêcheurs de Virunga) a fishing cooperative that has operated in Lake Edward since 1979); (3) Demarcate spawning zones together with key actors; (4) Provide grants to ICCN to support the monitoring of spawning zones; (5) Support participatory platforms (COPEVI, ICCN, WWF, WCS, etc,) to identify and select fishing zones; (6) sensitize local actors including women’s groups to fishing laws and their application and; (7) support ICCN in enforcing fishing laws and minimum standards for best fishing practices.

Illustrative indicators include: 1) number of fishermen and canoes officially accepted for legal fishing and sustainable fishing practices; 2) number of fishermen adhering to best fishing practices; 3) reduction in illegal fishing practices; 4) spawning zones demarcated and; 5) a convention between ICCN and COPEVI signed.

**Sub IR 2.2:** Economic incentives for adoption of biological best practices reinforced and expanded in targeted areas.

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DRC with the creation of operations of its the National Coordination Unit to Combat Wildlife Crime (NCU) aimed at increasing arrests and prosecutions of wildlife criminals. The NCU will be a coordination mechanism between all the government law enforcement agencies (police, justice, customs, wildlife department, ICCN) and their technical partners (conservation NGOs, INTERPOL, World customs Organization etc). Creating a NCU is an obligation of the DRC government under PAPECALF, which was signed by the Ministers of Wildlife during the extra-ordinary Ministerial conference of COMIFAC in Ndjamena, Chad, in June 2013.
The improved cook stove and the reforestation projects described earlier provide clear economic incentives and have already proven their effectiveness.

**Incentive to maintain ecosystem services**

The project will undertake two sets of activities to maintain ecosystem services and reduce pressures from deforestation. The direct activities will focus on the role of forests in improving water quality and quantity for hydro electricity production (regulating service) while the indirect activities will focus on promoting the use of hydraform block as an alternative to timber for construction (provisioning service). The project will work closely with community groups and technical partners linked to the existing micro-hydroelectric plant and will partner with local entrepreneurs already engaged in the development of hydraform blocks in the project area.

**Proposed Activities 1: Rehabilitate poorly functional micro hydro power plant**

To ensure that local communities have interest in maintaining forest cover for the flow of water into their micro hydro power plant (less than 100 kW) which provides an affordable, easy to maintain and long-term solution to their electric energy needs, the following activities shall be carried out: (1) educate local communities on forest ecosystem regulating services and their role in providing affordable, renewable hydro electric energy; (2) facilitate the establishment of a local management committee and conduct specific trainings to reinforce their capacity to manage and maintain the hydro plant; (3) rehabilitate the poorly functioning micro hydro plant and (4) conduct periodic maintenance.

**Proposed Activities 2: Support residential construction with hydraform blocks**

To support local communities in the adoption of interlocking blocks for residential construction, the project shall: 1) educate local communities about the use of hydraform blocks as a viable economic alternative to timber for home construction; 2) train local communities in hydraform interlocking block production as a revenue generating activity; and; 3) train, engage and support local community members in the production, marketing and utilization of hydraform blocks for home construction.

Illustrative indicators include: i) number of people or community groups protecting the park because they receive benefits from forest ecosystem services; ii) number of households supplied with hydroelectricity; iii) improved understanding of forest ecosystem services in the effective provision of hydro power; iv) reduced extraction of timber for construction; and, v) number of houses constructed with hydraform blocks.

In Rwanda the following activities that provide economic incentives will be promoted:

1) Bamboo promotion for gully erosion control (climate change adaptation) and fuelwood and construction materials for household consumption while improving access by communities to carbon market in Bugeshi, Kabatwa, Gataraga, Shingiro, Kinigi, Nyange, Guhunga, Rugarama, and Cyanika Sectors; and, 2) Support for the initiative by Historically Marginalized Group in the production of energy-saving stoves made from volcanic rocks in Shingiro Sector.

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5 One micro-hydroelectric plant started operating this year in Mutfanganga, near the northern sector of the Park. Two more are planned for the near future: Butembo, near the central sector and Rutshuru, near the southern sector. Plant sites are all outside the park, but all facilities benefit from water flows originating in the Park.
Illustrative indicators include: i) CBO(s) with the capacity to access funds via the carbon market for bamboo establishment for gully erosion control; ii) reduction in illegal bamboo cutting and firewood collection within VNP; and, iii) reduction in quantity of firewood consumed per household within Historically Marginalized Groups due to use of energy-efficient stoves.

**Sustainability**

Approaches to sustainability will vary from zone to zone. In the case of PNVi the consortium will continue its long term partnership with the co-managers of PNVi (ICCN and ACF) to address weaknesses in human and institutional capacity. Given the present political instability and insecurity, this management arrangement remains our best chance of achieving sustainability, although this will require a commitment likely well beyond present funding cycle. WWF and partners are fully committed to seeing this through, however PNVi will require significant financial resources to be managed appropriately. But unlike other landscapes in the DRC, it has the potential to generate significant internal revenue through tourism and other sources once security is restored in the region. The consortium (in particular WWF and WCS) will offer significant experience in business planning and sustainable financing to the co-managers of PNVi. Options for sustainable finance include an endowment trust fund (at local or national level or both) and payment for standing carbon (REDD+ within the context of the national policy).

As part of the DRC government’s effort to create a representative, viable and efficient network of PAs, ICCN and MECNT are establishing a conservation trust fund, called “Fonds Okapi” Board members, representing a broad range of sectors, were chosen in May, 2013, and commitments have already been secured for an initial endowment of $31 million. The capital will be invested in international markets to generate a sustainable stream of income to support a targeted priority PAs. The fund will be established as a private entity under English law but with executive headquarters in the DRC. It is expected that the fund will be created and managed as a World Bank-funded sinking fund by the end of 2013. WWF will continue playing the role of technical advisor to the fund; its National Director is one of seven Board members. WWF will also continue assisting Thematic Group 3 of the REDD National Coordination to assess the potential of PAs to provide measurable contributions to climate mitigation and the maintenance of environmental and social co-benefits in the country.

WWF’s cook stove and reforestation programs also are based entirely on the premises of economic viability and thus sustainability. The rapid rate of development of both initiatives clearly shows social acceptance and interest. While technical backstopping is still needed, the intent is to hand over both programs to stakeholders such as associations and local NGOs.

Likewise in the CBNRM zones, the CLDCs (Comités locaux de développement et conservation), through which CARPE has conducted the CBNRM activities in all three localities within LS12 will continue to play a crucial role. Their improved capacity in governance of natural resources will likely be sustainable if they can demonstrate their relevance to local stakeholders by contributing concretely to improving standards of living and reducing conflicts. This can be by participatory conflict resolution and demarcation, improving agricultural production, market access or improvements in social services. By providing the training and capacity building to these already recognized local institutions, chances for sustainability are good.
**Adaptive Management**

The Consortium’s aim is to create a dynamic, sustainable conservation program where the outcomes of the objectives are tightly linked, therefore building continually on each other. Through this approach we will integrate research, management, and monitoring to systematically test our assumptions, remaining adaptive to learning, uncertainty and new opportunities and challenges—always with an eye to our intended outcomes and sustainability. The SMART/MIST, bio monitoring and socio-economic (including gender specific) monitoring work will inform management decisions and will allow for adaptive management based on best practices and science. Besides local monitoring capacity, the Virunga team will be able to depend on national capacity on gender and M&E, as well as strategic support from both DRC and US based staff.

LEM data will be used for adaptive management to assess patrol effectiveness and efficiency. Patrol coverage will be mapped and related to effectiveness in both PNVi and Mt Hoyo Reserve and also related to regular aerial survey results for PNVi. Work by WCS is showing that there are more effective ways of planning patrols in the Greater Virunga Landscape to ensure conservation targets are better protected. We will aim to implement some changes based on this analysis and work to train ICCN staff to better analyse the data to improve the assessments of trends in threats and key species. The LEM program will introduce the new LEM database SMART to PNVi and also implement data loggers to allow a much quicker and more efficient upload of data to the LEM database. This in turn will mean that changes in threats can be responded too much more quickly and the results used for almost real time assessments of the park. Adaptive management also will be used in the REDD project to ensure flexibility as the concept is presented to communities and they decide whether to engage or not through a Free Prior and Informed Consent (FPIC) approach.

With extensive experience in the region, WWF and its CAFEC partners have a keen appreciation of the risks associated with conservation of natural resources in the DRC. The two previous phases of CARPE have had to address armed conflicts, intensified poaching, threats to security of staff, and the difficulty of attracting and retaining qualified personnel. WWF is addressing those risks through a mix of mitigation measures. Seasoned professionals on the WWF CAFEC team have built strong relationships with knowledgeable colleagues – from governmental ministers to community members -- and are able to anticipate risks as they are developing. In each field site, with support from the WWF Kinshasa office, the regional office in Cameroon and WWF-US, a security plan is put in place as soon as the need arises due to political or other risks, with roles and responsibilities clearly defined. Lessons learned during the first two phases of CARPE have positioned the team well to respond effectively to risks that materialize and adapt their objectives to changes of circumstances. Periodic review of the program’s context during the meetings of the consortium partners will also ensure that the team intervenes appropriately in response to risks that develop.

**Gender Integration**

More than 50 years of field and policy work has taught WWF that our success depends as much on equitable and sustainable development for people as it does on the conservation ecosystems and the biodiversity they contain. In a world of 7 billion and counting, conservation cannot
succeed if it fails to address the rights, benefits and livelihoods of local communities, or remains insensitive to socio-cultural gender differences in the places we seek to conserve. Gender dynamics matter because they extend beyond individuals to the family, the community, and the wider society, shaping how work is accomplished and benefits are invested and shared. This conviction permeates all relevant WWF policies, including those on gender and indigenous peoples, as well as our procedures and evaluation tools for Environmental and Social Review and Monitoring, which were developed as part of our accreditation process with the Global Environment Fund (GEF).

In the Congo Basin, an understanding of gender roles and their influence on natural resource management and climate change adaptation is critical not only to the outcome of our projects, but to the mitigation of any negative impacts they may have on women and vulnerable groups such as Indigenous Peoples. Thus for CAFEC, WWF will design a standardized data collection tool, to be applied across the landscapes where we work, to gather more knowledge on gender issues and to contribute to the advancement of the gender analyses as they relate to natural resource management, biodiversity conservation and climate change.

Successes in gender mainstreaming to date:

The root causes of gender issues and disparities in the Congo Basin have been well identified in the report, *USAID Gender Analysis for CARPE II*. They have also been highlighted by WWF-DRC’s own gender expert through an in-depth review of our programs in the DRC and their gender impact over the course of CARPE II. A key finding was that the most notable successes achieved in the Virunga Landscape during this period were directly related to the well-being and empowerment of women. Among these is WWF’s fuel-efficient cook stove initiative, which is measurably helping to empower women, improve their livelihood opportunities and reduce poverty—all while reducing deforestation and degradation in PNVi. Results include: the development of structured women’s organizations (56 out of 63 have been put in place - 88% of organizations represented by women); training of over 900 women compared to 180 men in stove production and sales, administration, and financial management; a reduction of 20% in the consumption of charcoal coming from PNVi and a total of nearly 43,000 improved cook stoves produced.

*WWF’s Strategy in the CAFEC project*

Much remains to be done across the landscape, however, and WWF recognizes the need not only to adapt and scale-up the initiatives that have proven successful, but also to develop new approaches that are result-oriented and indicator driven. The strategy described below derives from lessons learned and gender knowledge acquired throughout the previous phases of CARPE, other conservation programs in DRC and the Congo Basin at large. WWF-DRC’s gender specialist will devote time to the project to ensure gender mainstreaming is addressed at all levels of programming – design, implementation, and evaluation.

1. Design and conduct baseline analyses of gender aspects in all focal landscapes to learn how men and women use, access, and control forest resources, how they participate in decision-making, and to determine the current DRC government policy environment. Combined with gender-sensitive data gathered in CARPE II, the results of this survey will help enable gender indicators to capture gender-disaggregated information (e.g., how our projects impact women and men differently). This in turn will allow us to adapt
management strategies to address gaps and opportunities in gender equality that might be brought to light during the life of the project.

2. Utilize analyses and external reports and resources to develop landscape-specific tools for project staff and partner organizations to build their capacity in the most relevant gender issues and how to address them in CAFEC programming.

3. Ensure project staffs are equipped with the tools and materials needed to build the capacity of local women and Indigenous Peoples in literacy and math, leadership and negotiation, organizational management, and conservation for the development of sustainable livelihoods activities.

4. Assess progress of gender mainstreaming activities as part of scheduled monitoring and evaluation exercises.

5. Adapt gender mainstreaming approaches and activities, according to M&E analyses, feedback from local communities, and other stakeholders.

This five-step strategy will help ensure that the project addresses the most relevant gender gaps and opportunities. It will promote improvements in women’s active participation as decision-makers and leaders in conservation and in the management of natural resources, and will work to ensure that women and men have equitable access to these resources and opportunities.

Environmental Compliance Issues

WWF’s mission is to stop the degradation of the planet’s natural environment and to build a future in which humans live in harmony with nature. Within this context, we will seek to ensure that any unintended adverse environmental and social consequences of our projects are identified and evaluated so that appropriate measures can be put in place to avoid or mitigate them. As such, WWF has adopted policies and procedures for the environmental and social review and monitoring of our projects. Our Environmental and Social Impact Assessment (ESIA) process closely mirrors the process followed by USAID and supports the WWF science-based approach to conservation strategies. Project strategies and safeguards are defined using the Program and Project Management Standards (PPMS); which also include general provisions for the identification, avoidance and mitigation of adverse project impacts. WWF has the institutional capacity to apply the rigorous standards for safeguards defined by the Initial Environmental Evaluation (IEE) and ESIA processes, and to ensure the adequate monitoring and reporting of any significant impacts.

The initial WWF ESIA screening and the IEE of CAFEC resulted in similar determinations and recommendations. WWF has a number of planned activities which the IEE has given a “Negative Determination” or a “Negative Determination with Conditions” designation. WWF is fully committed to applying a range of mitigation and monitoring measures recommended by the IEE to incorporate necessary safeguards within our project plans.

WWF will continue to observe the best practices identified for the specific activities given a “Negative Determination” and to put measures in place to eliminate or minimize any negative impacts. One example is the proposed work related to alternative livelihoods such as the promotion of improved and sustainable agricultural techniques. WWF has worked in this field with experienced partners throughout CARPE II and has promoted best practices and used
improved native cultivars for higher quality and more productive agriculture to avoid deforestation and promote sustainable livelihoods practices.

In addition, some of our planned work falls within the suite of activities given a “Negative Determination with Conditions” designation, including land use planning, implementation of the plans, private and community-based management initiatives, and development of natural resource-based enterprises for communities. WWF will develop a mitigation and monitoring plan that incorporates and promotes environmental reviews and certification procedures, as recommended in the IEE, and will develop an Environmental Mitigation and Monitoring Plan (EMMP) as deemed necessary for the identified activities. WWF will work with its consortium partners in assuring that they adhere to similar best practices in environmental compliance.

b) Work Planning and Technical Monitoring and Evaluation Plan

The CAFEC Virungas Performance Management Plan (PMP) is based on a results-driven framework with work streams at both the macro-zone and national levels. WWF and partner monitoring plans are designed to help project teams plan, execute, monitor and report progress towards achieving objectives in a consistent and standardized manner. Performance indicators and draft annual targets were selected to measure key progress points and expected results as defined by the CAFEC RFA.

WWF and our partners have discussed and agreed upon a common approach to formulating targets for specific performance indicators and addressing some issues and minor inconsistencies in the work planning matrix template provided by USAID on July 9th, 2013. The modified format more accurately depicts the linkage between activities, results, and indicators, maps indicators directly to relevant work streams and across multiple macrozones, while at the same time simplifying the tables. The adapted format and collaborative approach retains requested information with a seamless linkage with the Five Year Monitoring Matrix. We believe this approach will provide project managers, USAID, and Congress with enhanced performance management tools and the improved ability to aggregate results across the CAFEC program.

The Consortium also proposes to develop standardized methodologies for the effective monitoring of results tracked by indicators SIR 1.2 Indicator 3, and Intermediate Result 2 Indicators 3 and 5. WWF proposes collaboration with program partners receiving awards under CAFEC, and the successful bidder under SCAEMPS, to develop standardized methodologies for the effective monitoring of impacts of forest-conservation activities implemented under CARPE III. Successful tracking of changes in forest conditions over time will require carefully defined metrics, schedules, and assumptions applied universally across these programs. Partners will also work closely with USAID to select and define reference scenarios for counterfactual analysis to test future statements of impact. Methodologies, definitions, and target measurements will be developed in collaboration with program partners for tracking GHG emissions within the scope of CARPE III, and partners have agreed to adopt a common approach to collecting, collating and analyzing data on the status (distribution and abundance) of elephants, great apes, ungulates and of human impact on these targets.

Our common approach and initial plans for the indicators mentioned above are reflected in both the Year 1 Work Plan (Annex 5, of the approved technical application) and the PMP with a Five Year Monitoring Matrix (Annex 6, of the approved technical application). Final M&E plans and
selections for goal and performance level indicators will be incorporated into the final PMP and submitted within 45 days after the date of the award.

The project staffing plan includes a full time Chief of Party (COP) that will coordinate routine performance tracking and management and a dedicated Monitoring & Evaluation (M&E) Officer that will provide technical leadership to landscape programs on establishing operational impact monitoring systems. The CAFEC M&E Officer will coordinate and drive coordinated monitoring activities across all WWF LS and will work with the CAFEC Capacity Building Program Manager and the CAFEC Protected Area / Biodiversity Monitoring Officer to assure capacities for impact monitoring are transferred and integrated in local institutions (e.g. ICCN, CSOs) and meet international standards for best practices. The COP and the CAFEC M&E Officer will facilitate performance oversight and coordination across the CAFEC program and with SCAEMPS partners. In addition to the project’s M&E staffing plan, WWF US has a fully staffed Conservation Measures department who is currently dedicated to advancing M&E within the overall WWF portfolio, and will provide guidance and support to the program as needed.

c) Institutional Capacity and Management

Institutional Capacity and Management: Institutional Capacity for Program Management and Cost Sharing

WWF-US has managed over 480 U.S. government-funded awards and sub-awards over 25 years, exceeding $485 million, and monitors and ensures compliance with U.S. government requirements, OMB Circulars, and the regulations of other bilateral and multilateral aid agencies. WWF-US has extensive experience working with partners and other grantees through the issuance of sub-awards, and has demonstrated that it has the financial resources and operational experience to manage government donor agreements, and deliver complex program results within a specified time frame and budget. WWF-US oversees institutional compliance, provides technical assistance and training to both headquarters and field staff to ensure that all government-funded agreements are implemented in accordance with relevant terms and conditions, and facilitates efficient decision making between home and field offices. WWF-US’s recent accreditation as an implementing partner of the Global Environment Fund (GEF) is a testament to WWF-US’s capacity to effectively manage large complex projects.

In the context of CARPE, WWF has been one of the lead implementation NGOs on both previous CARPE grants and has received significant funding from other USG sources during the same period. The backstopping team based out of WWF in Washington DC is very experienced and some of its members have been involved from the start in the CARPE work, both on the technical as well as operational side. Through this, WWF has extensive experience working with partners and other grantees in the region through operational experience to manage government donor agreements, and deliver complex program result. WWF also has demonstrated its ability to raise significant cost share on prior phases of CARPE, even in excess of commitment, and is confident it will meet or exceed the required cost share under this proposal.

WCS is a global NGO working in over 60 countries around the World. In Eastern DRC we have been operating for the past 10 years with various grants including USAID and US Fish and Wildlife Service and have managed these effectively. Our Albertine Rift Program director is recognised as a leading authority in biodiversity survey methods and is a member of several
IUCN specialist groups. Our Congolese staffs in Eastern DRC are well respected for the work they do and have good relations with ICCN and other government partners.

IGCP has been able to manage multiple projects at the same time from various funds received from our coalition members, more specifically WWF, and from foundations like H Buffet, Annernberg and Mac Arthur, as well as from other sources like US Fish and Wildlife Service, Bergorilla, DGIS, GEF/PAB and USAID/CARPE. IGCP has a competent team of technical capacity, successfully involved in projects management and efficient collaboration with all partners at national level (central and local government, local NGOs, CBOs and communities) and regional level with our ICCN and WWF counterparts. IGCP has been at the forefront of efficient transboundary collaboration in the Virunga landscape.

d) Team Structure and Key Personnel
The two (2) following positions are considered key personnel under this RFA and the candidates’ CVs demonstrating their qualifications for the indicated positions may be found in Annex 2 (of the approved technical application):

- Chief of Party (WWF): responsible for coordinating WWFs program between Landscapes and Landscape teams, country/regional offices and WWF Headquarters.
- Consortium Leader and Component Coordinator for DRC (WWF).

CAFEC Consortium members (WWF, WCS, WRI and IGCP) will meet on a regular basis to ensure that a wide consultation process remains in place and that decisions on CAFEC activities are not taken in isolation from other interventions in the Landscape, in particular those undertaken by Government partners (ICCN and RDB/Tourism and Conservation) and the African Conservation Fund (ACF), which co-manages PNVi with ICCN.

An important coordination mechanism exists in DRC: the COCOSI. This is the platform where ICCN and its partners meet to plan and coordinate programs, identify overlaps, synergies and gaps, and exchange relevant information and work plans. The COCOSI will be the conduit through which the CAFEC program will be formally discussed with other partners and through which information will flow both ways. COCOSI meetings are held at least twice a year but in general three to four times a year.

In Rwanda, where the CAFEC intervention will focus on one CBNRM zone, quarterly meetings will be held in Musanze and called by IGCP. These coordination meetings will include the IGCP staff from the Rwanda Program, the ORTPN Officer in charge of relations with communities, and representatives of the five districts covered by the CBNRM zone. WWF and WCS staff from DRC will be invited to ensure that cross-border dialogue is maintained and the CAFEC programs in DRC and Rwanda are not developing independently but as part of one single Landscape.

WWF for its part is not proposing any changes related to either WWF local team structure or key personnel from the CARPE II situation. WWF has a regional office in Goma, under the auspices of the eastern DRC manager. The Landscape Lead, also based at the Goma office, reports directly to the DRC manager. The DRC Manager provides administrative, logistical and policy support as well as technical backstopping and reports to the DRC Conservation Director, who
sits in the DRC country office in Kinshasa. The DRC office, which provides logistical and policy support and financial services for the landscape as a whole, forms part of the WWF Central African Regional Program out of Yaoundé, Cameroon.

The WWF-US HQ in DC would be the lead contractual partner with USAID and responsible for consolidation and verification of all technical information before being transmitted to USAID. The entire CAFEC program is directed by the Congo Basin Managing Director. Also supporting the WWF CAFEC Program from WWF-US are a Deputy Director (seconded to the DRC office) and a Program Officer, providing technical backstopping. Additional technical backstopping is provided by WWF-US cross-cutting staff in fields such as landscape planning, large program management, sustainable finance, indigenous and local community issues, gender issues, as well as in finance and administration. Financial oversight of the project and monitoring of the partners will be conducted by the WWF-US HQ Program Administration unit; WWF-US HQ also will oversee all contractual and administrative compliance requirements and submit financial reports to USAID.

Like WWF, WCS has a head office in Kinshasa for the country program with the country Director. A regional office in Goma, is headed by the Eastern DRC Projects Manager who provides general implementation oversight. The Eastern DRC Projects Manager is backed up by the WCS’s Albertine Rift Program Director based in Uganda. The Project Manager, will be travelling to the UK for an MSc for one year in August 2013 and will be replaced for that period, but will return in 2015. WCS will also have staff based in WCS’s office in Beni for the REDD+ work in the Mt Hoyo corridor.

IGCP will coordinate the CBNRM Kinigi macrozone from its headquarters in Kigali but also from its field office based in Musanze, the center of the Kinigi macrozone. The CARPE - Kinigi macrozone will be coordinated by the IGCP TBNRM & Advocacy Coordinator. Who is also the IGCP Country Representative for Rwanda. At field level, the programme will be supervised by the IGCP Conservation Incentive Officer. At Administrative level, the programme will be followed the IGCP Finance and Administrative Manager while the monitoring and evaluation part will be taken in charge by the IGCP Grant Manager.

WRI has a regional office in Kinshasa with five full-time staff, operating under an official Memorandum of Understanding (MOU) with MECNT. For WRI, the CARPE-SCAEMPS Project Manager will carry out all day to day operations with regard to CAFEC. WRI’s COP will also be supported in Kinshasa by WRI’s Central Africa Regional Coordinator of its forest initiative, as well as a full time technical expert (to be hired). Technical, strategic and administrative support will also be provided through WRI’s HQ in Washington, D.C., through the Central Africa Director for WRI’s forest initiative.

Other significant contributors to the project are:

- Albertine Rift Program Director (WCS): will provide technical oversight.
- Eastern DRC Projects manager (WCS): will provide implementation oversight.
- Virunga Project Manager (WCS): will be travelling to UK for an MSc for one year in August 2013 and will be replaced for that period, but will return in 2015 to again fill the position of Project Manager.
• Component Coordinator for Rwanda (IGCP): will lead the CARPE component in Rwanda.

• CARPE-SCAEMPS Project Manager (WRI): will lead the CAFEC WRI program based in Kinshasa, DRC.


ADDENDUM:
Reference is made to WWF responses to questions; which made part of the above approved award program description.

[END OF ATTACHMENT B – PROGRAM DESCRIPTION]
MANDATORY STANDARD PROVISIONS FOR U.S. NONGOVERNMENTAL ORGANIZATIONS

M1. APPLICABILITY OF 22 CFR PART 226 (MAY 2005)

a. All provisions of 22 CFR 226 and all Standard Provisions attached to this agreement are applicable to the recipient and to subrecipients which meet the definition of “Recipient” in part 226, unless a section specifically excludes a subrecipient from coverage. The recipient must assure that subrecipients have copies of all the attached standard provisions.

b. For any subawards made with Non-U.S. subrecipients the recipient must include the applicable “Standard Provisions for Non-US Nongovernmental Organizations.” Recipients are required to ensure compliance with monitoring procedures in accordance with OMB Circular A-133.

[END OF PROVISION]

M2. INELIGIBLE COUNTRIES (MAY 1986)

Unless otherwise approved by the USAID Agreement Officer, funds will only be expended for assistance to countries eligible for assistance under the Foreign Assistance Act of 1961, as amended, or under acts appropriating funds for foreign assistance.

[END OF PROVISION]

M3. NONDISCRIMINATION (JUNE 2012)

No U.S. citizen or legal resident shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the basis of race, color, national origin, age, disability, or sex under any program or activity funded by this award when work under the grant is performed in the U.S. or when employees are recruited from the U.S.

Additionally, USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination, including harassment, in its own workplace on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran’s status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee.

In addition, the Agency strongly encourages its recipients and their subrecipients and vendors (at all tiers), performing both in the U.S. and overseas, to develop and enforce comprehensive
nondiscrimination policies for their workplaces that include protection for all their employees on these expanded bases, subject to applicable law.

[END OF PROVISION]

M4. AMENDMENT OF AWARD (JUNE 2012)

This award may only be amended in writing, by formal amendment or letter, signed by the Agreement Officer (AO), and in the case of a bilateral amendment, by the AO and an authorized official of the recipient.

[END OF PROVISION]

M5. NOTICES (JUNE 2012)

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

(1) To the USAID Agreement Officer, at the address specified in this award; or

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

[END OF PROVISION]

M6. SUB AGREEMENTS (JUNE 2012)

a. Subawardees and contractors have no relationship with USAID under the terms of this award. All required USAID approvals must be directed through the recipient to USAID.

b. Notwithstanding any other term of this award, subawardees and contractors have no right to submit claims directly to USAID and USAID assumes no liability for any third party claims against the recipient.

[END OF PROVISION]

M7. OMB APPROVAL UNDER THE PAPERWORK REDUCTION ACT (DECEMBER 2003)

Information collection requirements imposed by this award are covered by OMB approval number 0412-0510; the current expiration date is 04/30/2005. The Standard Provisions containing the requirement and an estimate of the public reporting burden (including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information) are
<table>
<thead>
<tr>
<th>Standard Provision</th>
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<tbody>
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<td>Air Travel and Transportation</td>
<td>1 (hour)</td>
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<tr>
<td>Ocean Shipment of Goods</td>
<td>.5</td>
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<td>Patent Rights</td>
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<tr>
<td>Negotiated Indirect Cost Rates - (Predetermined and Provisional)</td>
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<tr>
<td>Protection of the Individual as a Research Subject</td>
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Research Subject

22 CFR 226 Burden Estimate
22 CFR 226.40-.49, Procurement of Goods and Services | 1 |

22 CFR 226.30-.36,
Property Standards                                          | 1.5 |

Comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, may be sent to the Office of Acquisition and Assistance, Policy Division (M/OAA/P), U.S. Agency for International Development, Washington, DC 20523-7801 and to the Office of Management and Budget, Paperwork Reduction Project (0412-0510), Washington, DC 20503.

[END OF PROVISION]

M8. USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (JUNE 2012)

a. This provision is not applicable to commodities or services that the recipient provides with private funds as part of a cost-sharing requirement, or with Program Income generated under this award.

b. Ineligible and Restricted Commodities and Services:

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

(i) Military equipment,
(ii) Surveillance equipment,
(iii) Commodities and services for support of police or other law enforcement activities,
(iv) Abortion equipment and services,
(v) Luxury goods and gambling equipment, or
(vi) Weather modification equipment.
(2) Ineligible Suppliers. Any firms or individuals that do not comply with the requirements in Standard Provision, “Debarment, Suspension and Other Responsibility Matters” and Standard Provision, “Preventing Terrorist Financing” must not be used to provide any commodities or services funded under this award.

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

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

c. 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 award 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. If the geographic code is not specified, the authorized geographic code is 937. When the total value of procurement for commodities and services during the life of this award is valued at $250,000 or less, the authorized geographic code for procurement of all goods and services to be reimbursed under this award is code 935. For a current list of countries within each geographic code, see: http://www.usaid.gov/policy/ads/300/310.pdf.

d. 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 award contrary to the requirements of this provision, and has received payment for such purposes, the AO may require the recipient to refund the entire amount of the purchase.

e. This provision must be included in all subagreements, including subawards and contracts, which include procurement of commodities or services.

[END OF PROVISION]

M9. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (JUNE 2012)

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

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

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

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

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

DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (JUNE 2012)

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

*c. The policies and procedures applicable to debarment, suspension, and ineligibility under USAID-financed transactions are set forth in Subpart C of 2 CFR Section 180, as supplemented by 2 CFR 780.

[END OF PROVISION]

M10. DRUG-FREE WORKPLACE (JUNE 2012)


[END OF PROVISION]

M11. EQUAL PARTICIPATION BY FAITH-BASED ORGANIZATIONS (JUNE 2012)
a. Faith-Based Organizations Encouraged.

Faith-based organizations are eligible to compete on an equal basis as any other organization to participate in USAID programs. Neither USAID nor entities that make and administer subawards of USAID funds will discriminate for or against an organization on the basis of the organization’s religious character or affiliation. A faith-based organization may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, within the limits contained in this provision. More information can be found at the USAID Faith-Based and Community Initiatives Web site: http://transition.usaid.gov/our_work/global_partnerships/fbci/ and 22 CFR 205.1.

b. Inherently Religious Activities Prohibited.

(1) Inherently religious activities include, among other things, worship, religious instruction, prayer, or proselytization.

(2) The recipient must not engage in inherently religious activities as part of the programs or services directly funded with financial assistance from USAID. If the recipient engages in inherently religious activities, it must offer those services at a different time or location from any programs or services directly funded by this award, and participation by beneficiaries in any such inherently religious activities must be voluntary.

(3) These restrictions apply equally to religious and secular organizations. All organizations that participate in USAID programs, including religious ones, must carry out eligible activities in accordance with all program requirements and other applicable requirements governing USAID-funded activities.

(4) These restrictions do not apply to USAID-funded programs where chaplains work with inmates in prisons, detention facilities, or community correction centers, or where USAID funds are provided to religious or other organizations for programs in prisons, detention facilities, or community correction centers, in which such organizations assist chaplains in carrying out their duties.

(5) Notwithstanding the restrictions of b.(1) and (2), a religious organization that participates in USAID-funded programs or services

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

(ii) May use space in its facilities, without removing religious art, icons, scriptures, or other religious symbols, and

(iii) Retains its authority over its internal governance, and it may retain religious terms in its organization’s name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
c. Construction of Structures Used for Inherently Religious Activities Prohibited. The recipient must not use USAID funds for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities, such as sanctuaries, chapels, or other rooms that the recipient uses as its principal place of worship. Except for a structure used as its principal place of worship, where a structure is used for both eligible and inherently religious activities, USAID funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities.

d. Discrimination Based on Religion Prohibited. The recipient must not discriminate against any beneficiary or potential beneficiary on the basis of religion or religious belief as part of the programs or services directly funded with financial assistance from USAID.

e. A religious organization's exemption from the Federal prohibition on employment discrimination on the basis of religion, set forth in Sec. 702(a) of the Civil Rights Act of 1964, 42 U.S.C. 2000e–1 is not forfeited when the organization receives financial assistance from USAID.

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

[END OF PROVISION]

M12. PREVENTING TERRORIST FINANCING -- IMPLEMENTATION OF E.O. 13224 (AUGUST 2013)

a. The recipient must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: http://www.treasury.gov/resource-center/sanctions/SDNList/Pages/default.aspx) or the United Nations Security designation list (online at: http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml).

b. This provision must be included in all subagreements, including subawards and contracts issued under this award.

[END OF PROVISION]

M13. MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE (AUGUST 2013)

a. The USAID Identity is the official marking for USAID, comprised of the USAID logo and brandmark with the tagline “from the American people.” The USAID Identity is on the USAID Web site at www.usaid.gov/branding. Recipients must use the USAID Identity, of a size and
prominence equivalent to or greater than any other identity or logo displayed, to mark the following:

(1) Programs, projects, activities, public communications, and commodities partially or fully funded by USAID;

(2) Program, project, or activity sites funded by USAID, including visible infrastructure projects or other physical sites;

(3) Technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities, promotional, informational, media, or communications products funded by USAID;

(4) Commodities, equipment, supplies, and other materials funded by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs; and

(5) Events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences and other public activities. If the USAID Identity cannot be displayed, the recipient is encouraged to otherwise acknowledge USAID and the support of the American people.

b. The recipient must implement the requirements of this provision following the approved Marking Plan in the award.

c. If a "Marking Plan" is not included in this award, the recipient must propose and submit a plan for approval within the time specified by the Agreement Officer (AO).

d. The AO may require a preproduction review of program materials and “public communications” (documents and messages intended for external distribution, including but not limited to correspondence; publications; studies; reports; audio visual productions; applications; forms; press; and promotional materials) used in connection with USAID-funded programs, projects or activities, for compliance with an approved Marking Plan.

e. The recipient is encouraged to give public notice of the receipt of this award and announce progress and accomplishments. The recipient must provide copies of notices or announcements to the Agreement Officer’s Representative (AOR) and to USAID's Office of Legislative and Public Affairs in advance of release, as practicable. Press releases or other public notices must include a statement substantially as follows:

"The U.S. Agency for International Development administers the U.S. foreign assistance program providing economic and humanitarian assistance in more than 80 countries worldwide."
f. Any “public communication” in which the content has not been approved by USAID must contain the following disclaimer:

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

g. The recipient must provide the USAID AOR, with two copies of all program and communications materials produced under this award.

h. The recipient may request an exception from USAID marking requirements when USAID marking requirements would:

(1) Compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials;

(2) Diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent;

(3) Undercut host-country government “ownership” of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications;

(4) Impair the functionality of an item;

(5) Incur substantial costs or be impractical;

(6) Offend local cultural or social norms, or be considered inappropriate; or

(7) Conflict with international law.

i. The recipient may submit a waiver request of the marking requirements of this provision or the Marking Plan, through the AOR, when USAID-required marking would pose compelling political, safety, or security concerns, or have an adverse impact in the cooperating country.

(1) Approved waivers “flow down” to subagreements, including subawards and contracts, unless specified otherwise. The waiver may also include the removal of USAID markings already affixed, if circumstances warrant.

(2) USAID determinations regarding waiver requests are subject to appeal by the recipient, by submitting a written request to reconsider the determination to the cognizant Assistant Administrator.

j. The recipient must include the following marking provision in any subagreements entered into under this award:
"As a condition of receipt of this subaward, marking with the USAID Identity of a size and prominence equivalent to or greater than the recipient’s, subrecipient’s, other donor’s, or third party’s is required. In the event the recipient chooses not to require marking with its own identity or logo by the subrecipient, USAID may, at its discretion, require marking by the subrecipient with the USAID Identity."

[END OF PROVISION]

M14. REGULATIONS GOVERNING EMPLOYEES (AUGUST 1992)
(The following applies to the recipient's employees working in the cooperating country under the agreement who are not citizens of the cooperating country.)

a. The recipient's employees must maintain private status and may not rely on local U.S. Government offices or facilities for support while under this grant.

b. The sale of personal property or automobiles by recipient employees and their dependents in the foreign country to which they are assigned are subject to the same limitations and prohibitions which apply to direct-hire USAID personnel employed by the Mission, including the rules contained in 22 CFR 136, except as this may conflict with host government regulations.

c. Other than work to be performed under this award for which an employee is assigned by the recipient, employees of the recipient must not engage directly or indirectly, either in the individual's own name or in the name or through an agency of another person, in any business, profession, or occupation in the foreign countries to which the individual is assigned. In addition, the individual must not make loans or investments to or in any business, profession, or occupation in the foreign countries to which the individual is assigned.

d. The recipient's employees, while in a foreign country, are expected to show respect for its conventions, customs, and institutions, to abide by its applicable laws and regulations, and not to interfere in its internal political affairs.

e. In the event the conduct of any recipient employee is not in accordance with the preceding paragraphs, the recipient's chief of party must consult with the USAID Mission Director and the employee involved, and must recommend to the recipient a course of action with regard to such employee.

f. The parties recognize the rights of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this grant award of any third country national when, in the discretion of the Ambassador, the interests of the United States so require.

g. If it is determined, either under e. or f. above, that the services of such employee should be terminated, the recipient must use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.

[END OF PROVISION]
M15. CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY  
(NOVEMBER 1985)  
(This provision applies when activities are undertaken outside the United States.)

Upon arrival in the cooperating country, and from time to time as appropriate, the recipient's chief of party must consult with the Mission Director who must provide, in writing, the procedure the recipient and its employees must follow in the conversion of United States dollars to local currency. This may include, but is not limited to, the conversion of currency through the cognizant United States Disbursing Officer or Mission Controller, as appropriate.

[END OF PROVISION]

M16. USE OF POUCH FACILITIES  
(AUGUST 1992)  
(This provision applies when activities are undertaken outside the United States.)

a. Use of diplomatic pouch is controlled by the Department of State. The Department of State has authorized the use of pouch facilities for USAID recipients and their employees as a general policy, as detailed in items (1) through (6) below. However, the final decision regarding use of pouch facilities rest with the Embassy or USAID Mission. In consideration of the use of pouch facilities, the recipient and its employees agree to indemnify and hold harmless, the Department of State and USAID for loss or damage occurring in pouch transmission:

(1) Recipients and their employees are authorized use of the pouch for transmission and receipt of up to a maximum of .9 kgs per shipment of correspondence and documents needed in the administration of assistance programs.

(2) U.S. citizen employees are authorized use of the pouch for personal mail up to a maximum of .45 kgs per shipment (but see a.(3) below).

(3) Merchandise, parcels, magazines, or newspapers are not considered to be personal mail for purposes of this standard provision and are not authorized to be sent or received by pouch.

(4) Official and personal mail pursuant to a.(1) and (2) above sent by pouch should be addressed as follows:

Name of individual or organization (followed by letter symbol "G")
City Name of post (USAID/______)
Agency for International Development
Washington, DC 20523-0001

(5) Mail sent via the diplomatic pouch may not be in violation of U.S. Postal laws and may not contain material ineligible for pouch transmission.

(6) Recipient personnel are NOT authorized use of military postal facilities (APO/FPO). This is an Adjutant General's decision based on existing laws and regulations governing military postal facilities and is being enforced worldwide.

b. The recipient is responsible for advising its employees of this authorization, these guidelines, and limitations on use of pouch facilities.

c. Specific additional guidance on grantee use of pouch facilities in accordance with this standard provision is available from the Post Communication Center at the Embassy or USAID Mission.
M17. TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (JUNE 2012)

a. PRIOR BUDGET APPROVAL

Direct charges for travel costs for international air travel by individuals are allowable only when each international trip has received prior budget approval. Such approval is met when all of the following are met:

1. The trip is identified by providing the following information: the number of trips, the number of individuals per trip, and the origin and destination countries or regions;

2. All of the information noted at a.(1) above is incorporated in the Schedule of this award or amendments to this award; and

3. The costs related to the travel are incorporated in the budget of this award.

The Agreement Officer (AO) may approve, in writing, international travel costs that have not been incorporated in this award. To obtain AO approval, the recipient must request approval at least three weeks before the international travel, or as far in advance as possible. The recipient must keep a copy of the AO’s approval in its files. No other clearance (including country clearance) is required for employees of the recipient, its subrecipients or contractors.

International travel by employees who are not on official business of the recipient, such as rest and recuperation (R&R) travel offered as part of an employee’s benefits package, must be consistent with the recipient’s personnel and travel policies and procedures and does not require approval.

b. TRAVEL COSTS

All travel costs must comply with the applicable cost principles and must be consistent with those normally allowed in like circumstances in the recipient's non-USAID-funded activities. Costs incurred by employees and officers for travel, including air fare, costs of lodging, other subsistence, and incidental expenses, may be considered reasonable and allowable only to the extent such costs do not exceed reasonable charges normally allowed by the recipient in its regular operations as the result of the recipient organization’s written travel policy and are within the limits established by the applicable cost principles.

In the absence of a reasonable written policy regarding international travel costs, the standard for determining the reasonableness of reimbursement for international travel costs will be the Standardized Regulations (Government Civilians, Foreign Areas), published by the U.S. Department of State, as from time to time amended. The most current Standardized Regulations on international travel costs may be obtained from the AO. In the event that the cost for air fare exceeds the customary standard commercial airfare (coach or equivalent) or the lowest commercial discount airfare, the recipient must document one of the allowable exceptions from the applicable cost principles.
c. FLY AMERICA ACT RESTRICTIONS

(1) The recipient must use U.S. Flag Air Carriers for all international air transportation (including personal effects) funded by this award pursuant to the Fly America Act and its implementing regulations to the extent service by such carriers is available.

(2) In the event that the recipient selects a carrier other than a U.S. Flag Air Carrier for international air transportation, in order for the costs of such international air transportation to be allowable, the recipient must document such transportation in accordance with this provision and maintain such documentation pursuant to the Standard Provision, “Accounting, Audit and Records.” The documentation must use one of the following reasons or other exception under the Fly America Act:

(i) The recipient uses a European Union (EU) flag air carrier, which is an airline operating from an EU country that has signed the US-EU “Open Skies” agreement (http://www.state.gov/e/eb/rls/othr/ata/i/ic/170684.htm).

(ii) Travel to or from one of the following countries on an airline of that country when no city pair fare is in effect for that leg (see http://apps.fas.gsa.gov/citypairs/search):

a. Australia on an Australian airline,
b. Switzerland on a Swiss airline, or
c. Japan on a Japanese airline;

(iii) Only for a particular leg of a route on which no US Flag Air Carrier provides service on that route;

(iv) For a trip of 3 hours or less, the use of a US Flag Air Carrier at least doubles the travel time;

(v) If the US Flag Air Carrier offers direct service, use of the US Flag Air Carrier would increase the travel time by more than 24 hours; or

(vi) If the US Flag Air Carrier does not offer direct service,

a. Use of the US Flag Air Carrier increases the number of aircraft changes by 2 or more,
b. Use of the US Flag Air Carrier extends travel time by 6 hours or more, or
c. Use of the US Flag Air Carrier requires a layover at an overseas interchange of 4 hours or more.

d. DEFINITIONS

The terms used in this provision have the following meanings:

(1) “Travel costs” means expenses for transportation, lodging, subsistence (meals and incidentals), and related expenses incurred by employees who are on travel status on official
business of the recipient for any travel outside the country in which the organization is located. “Travel costs” do not include expenses incurred by employees who are not on official business of the recipient, such as rest and recuperation (R&R) travel offered as part of an employee’s benefits package that are consistent with the recipient’s personnel and travel policies and procedures.

(2) “International air transportation” means international air travel by individuals (and their personal effects) or transportation of cargo by air between a place in the United States and a place outside thereof, or between two places both of which are outside the United States.

(3) "U.S. Flag Air Carrier" means an air carrier on the list issued by the U.S. Department of Transportation at http://ostpxweb.dot.gov/aviation/certific/certlist.htm. U.S. Flag Air Carrier service also includes service provided under a code share agreement with another air carrier when the ticket, or documentation for an electronic ticket, identifies the U.S. flag air carrier’s designator code and flight number.

(4) For this provision, the term “United States” includes the fifty states, Commonwealth of Puerto Rico, possessions of the United States, and the District of Columbia.

e. SUBAGREEMENTS
This provision must be included in all subagreements, including all subawards and contracts, under which this award will finance international air transportation.

[END OF PROVISION]

M18. OCEAN SHIPMENT OF GOODS (JUNE 2012)

APPLICABILITY: This provision is applicable for awards and subawards for which the recipient contracts for ocean transportation for goods purchased or financed with USAID funds. In accordance with 22 CFR 228.21, ocean transportation shipments are subject to the provisions of 46 CFR Part 381.

OCEAN SHIPMENT OF GOODS (JUNE 2012)
a. Prior to contracting for ocean transportation to ship goods purchased or financed with USAID funds under this award, the recipient must contact the office below to determine the flag and class of vessel to be used for shipment:

U.S. Agency for International Development,
Office of Acquisition and Assistance, Transportation Division
1300 Pennsylvania Avenue, NW
Washington, DC 20523-7900
Email: oceantransportation@usaid.gov

b. This provision must be included in all subagreements, including subwards and contracts.

[END OF PROVISION]
M19. VOLUNTARY POPULATION PLANNING ACTIVITIES – MANDATORY REQUIREMENTS (MAY 2006)

Requirements for Voluntary Sterilization Programs

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

Prohibition on Abortion-Related Activities:

(1) No funds made available under this award will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term “motivate,” as it relates to family planning assistance, must not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

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

[end of provision]

M20. TRAFFICKING IN PERSONS (JUNE 2012)

a. USAID is authorized to terminate this award, without penalty, if the recipient or its employees, or any subrecipient or its employees, engage in any of the following conduct:

(1) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this award;

(2) Procurement of a commercial sex act during the period of this award; or

(3) Use of forced labor in the performance of this award.

b. For purposes of this provision, “employee” means an individual who is engaged in the performance of this award as a direct employee, consultant, or volunteer of the recipient or any subrecipient.
c. The recipient must include in all subagreements, including subawards and contracts, a provision prohibiting the conduct described in a(1)-(3) by the subrecipient, contractor or any of their employees.

[END OF PROVISION]

M21. SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND PUBLICATIONS (JUNE 2012)

a. Submissions to the Development Experience Clearinghouse (DEC).

1) The recipient must provide the Agreement Officer’s Representative one copy of any Intellectual Work that is published, and a list of any Intellectual Work that is not published.

2) In addition, the recipient must submit Intellectual Work, whether published or not, to the DEC, either on-line (preferred) or by mail. The recipient must review the DEC Web site for submission instructions, including document formatting and the types of documents to submit. Submission instructions can be found at: http://dec.usaid.gov.

3) For purposes of submissions to the DEC, Intellectual Work includes all works that document the implementation, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the recipient under the award, whether published or not. The term does not include the recipient’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

4) Each document submitted should contain essential bibliographic information, such as 1) descriptive title; 2) author(s) name; 3) award number; 4) sponsoring USAID office; 5) development objective; and 6) date of publication.

5) The recipient must not submit to the DEC any financially sensitive information or personally identifiable information, such as social security numbers, home addresses and dates of birth. Such information must be removed prior to submission. The recipient must not submit classified documents to the DEC.

b. In the event award funds are used to underwrite the cost of publishing, in lieu of the publisher assuming this cost as is the normal practice, any profits or royalties up to the amount of such cost must be credited to the award unless the schedule of the award has identified the profits or royalties as program income.

[END OF PROVISION]
M. 22 LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2013)

APPLICABILITY: In accordance with the policy at ADS 303.3.30, AOs must include this provision in all solicitations and awards. When no construction activities are contemplated under the award, the AO must insert “Construction is not eligible for reimbursement under this award” in section d) of this provision. If the award permits construction activities based on the policy above (or as authorized by waiver), the AO must insert the description and location(s) of the specific construction activities in section d) of this provision. The AO must not make a general reference to the Program Description. The AO must also ensure that there is a specific line item for construction activities in the award budget.

LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2013)

a) Construction is not eligible for reimbursement under this award unless specifically identified in paragraph d) below.

b) Construction means — construction, alteration, or repair (including dredging and excavation) of buildings, structures, or other real property and includes, without limitation, improvements, renovation, alteration and refurbishment. The term includes, without limitation, roads, power plants, buildings, bridges, water treatment facilities, and vertical structures.

c) Agreement Officers will not approve any subawards or procurements by recipients for construction activities that are not listed in paragraph d) below. USAID will reimburse allowable costs for only the construction activities listed in this provision not to exceed the amount specified in the construction line item of the award budget. The recipient must receive prior written approval from the AO to transfer funds allotted for construction activities to other cost categories, or vice versa.

d) Description

“Construction is not eligible for reimbursement under this award”

e) The recipient must include this provision in all subawards and procurements and make vendors providing services under this award and subrecipients aware of the restrictions of this provision.

[END OF PROVISION]

[END OF MANDATORY PROVISIONS]
Required As Applicable Provisions
(With ADS 303 08/22/2013 Partial Revision included)

RAA1. NEGOTIATED INDIRECT COST RATES - PREDETERMINED (APRIL 1998)

NEGOTIATED INDIRECT COST RATES - PREDETERMINED (APRIL 1998)

a. The allowable indirect costs must be determined by applying the predetermined indirect cost rates to the bases specified in the schedule of this award.

b. Within the earlier of 30 days after receipt of the A-133 audit report or nine months after the end of the audit period, the recipient must submit to the cognizant agency for audit the required OMB Circular A-133 audit report, proposed predetermined indirect cost rates, and supporting cost data. If USAID is the cognizant agency or no cognizant agency has been designated, the recipient must submit four copies of the audit report, the proposed predetermined indirect cost rates, and supporting cost data to the Overhead, Special Costs, and Closeout Branch, Office of Acquisition and Assistance, USAID, Washington, DC 20523-7802. The proposed rates must be based on the recipient's actual cost experience during that fiscal year. Negotiations of predetermined indirect cost rates must begin soon after receipt of the recipient's proposal.

c. Allowability of costs and acceptability of cost allocation methods must be determined in accordance with the applicable cost principles.

d. The results of each negotiation must be set forth in an indirect cost rate agreement signed by both parties. Such agreement is automatically incorporated into this award and must specify (1) the agreed upon predetermined rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the specific items treated as direct costs. The indirect cost rate agreement must not change any monetary ceiling, award obligation, or specific cost allowance or disallowance provided for in this award.

e. Pending establishment of predetermined indirect costs rates for any fiscal year, the recipient must be reimbursed either at the rates fixed for the previous fiscal year or at billing rates acceptable to the USAID Agreement Officer, subject to appropriate adjustment when the final rates for the fiscal year or other period are established.

[END OF PROVISION]

RAA2. NEGOTIATED INDIRECT COST RATES - PROVISIONAL (Nonprofit) (APRIL 1998)

NEGOTIATED INDIRECT COST RATES - PROVISIONAL (Nonprofit) (APRIL 1998)

a. Provisional indirect cost rates must be established for each of the recipient's accounting periods during the term of this award. Pending establishment of revised provisional or final rates, allowable indirect costs must be reimbursed at the rates, on the bases, and for the periods
b. Within the earlier of 30 days after receipt of the A-133 audit report or nine months after the end of the audit period, the recipient must submit to the cognizant agency for audit the required OMB Circular A-133 audit report, proposed final indirect cost rates, and supporting cost data. If USAID is the cognizant agency or no cognizant agency has been designated, the recipient must submit four copies of the audit report, along with the proposed final indirect cost rates and supporting cost data, to the Overhead, Special Costs, and Closeout Branch, Office of Acquisition and Assistance, USAID, Washington, DC 20523-7802. The proposed rates must be based on the recipient's actual cost experience during that fiscal year. Negotiations of final indirect cost rates must begin soon after receipt of the recipient’s proposal.

c. Allowability of costs and acceptability of cost allocation methods must be determined in accordance with the applicable cost principles.

d. The results of each negotiation must be set forth in a written indirect cost rate agreement signed by both parties. Such agreement is automatically incorporated into this award and must specify (1) the agreed upon final rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. The agreement must not change any monetary ceiling, award obligation, or specific cost allowance or disallowance provided for in this award.

e. Pending establishment of final indirect cost rate(s) for any fiscal year, the recipient must be reimbursed either at negotiated provisional rates or at billing rates acceptable to the Agreement Officer, subject to appropriate adjustment when the final rates for the fiscal year are established. To prevent substantial overpayment or underpayment, the provisional or billing rates may be prospectively or retroactively revised by mutual agreement.

f. Failure by the parties to agree on final rates is a 22 CFR 226.90 dispute.

[END OF PROVISION]

RAA4. EXCHANGE VISITORS AND PARTICIPANT TRAINING (JUNE 2012)

EXCHANGE VISITORS AND PARTICIPANT TRAINING (JUNE 2012)

For any Exchange Visitor, Participant Training or Invitational Travel activities, the recipient must comply with this provision.

a. Definitions:

(1) An **Exchange Visitor** is any host-country or third-country national traveling to the U.S., for any purpose, including Participant Training and Invitational Travel, funded by USAID in whole or in part, directly or indirectly.
(2) A **Participant** is a host-country or third-country national sponsored by USAID for a Participant Training activity taking place in the U.S., a third country, or in the host country.

(3) **Participant Training** is a learning activity conducted within the U.S., a third country, or in the host country for the purpose of furthering USAID development objectives. A learning activity takes place in a setting in which an individual (the Participant) interacts with a knowledgeable professional, predominantly for the purpose of acquiring knowledge or skills for the professional or technical enhancement of the individual. Learning activities may be formally structured, such as an academic program or a technical course, or they may be more informal, such as an observational study tour.

(4) **Invitational Travel** is a type of travel that USAID funds for non-U.S. Government employees. This type of travel may be approved for both U.S. and foreign citizens who are not employed by the U.S. Government (USG), not receiving any type of compensation from the USG for such travel, and only when it is determined that the functions to be performed are essential to the interests of USAID.

b. **Program Monitoring and Data Reporting:** The recipient must monitor Exchange Visitors’ and Participants’ progress during their program and ensure that problems are identified and resolved quickly.

(1) For U.S.-based activities, the recipient must use USAID’s official Exchange Visitor and Participant Training information system, currently called “Training Results and Information Network – TraiNet” (see http://trainethelp.usaid.gov/), to report and manage Exchange Visitor and Participant Training data. The recipient must also use the USAID Visa Compliance System – VCS (see http://trainethelp.usaid.gov/) to transfer required data for USAID Exchange Visitors to the Department of Homeland Security’s Student and Exchange Visitor Information System (SEVIS).

(2) For all third-country activities, and for host-country activities of two consecutive days or 16 contact hours or more in duration, the recipient must use USAID’s official Exchange Visitor and Participant Training information system, currently called “Training Results and Information Network – TraiNet” (see http://trainethelp.usaid.gov/), to report and manage Participant Training data.

c. **Health and Accident Insurance:**

(1) For Exchange Visitors traveling to the United States, the recipient must enroll Exchange Visitors in health and accident insurance coverage that meets or exceeds Department of State and USAID minimum coverage requirements as set forth in 22 CFR 62.14 and ADS 253.3.6.2. The requirements may be obtained from the Agreement Officer’s Representative.

(2) For Participants traveling to a third country, the recipient must obtain health and accident insurance coverage for all Participants.
(3) For Participants traveling within the host country, the recipient must determine whether specific in-country participant training activities subject them to any risk of health and accident liability for medical costs. Participants may incur, and if so, take appropriate steps according to the local situation, including obtaining health and accident insurance coverage for Participants.

d. Immigration Requirements:

(1) For Exchange Visitors traveling to the United States, the recipient must ensure that all USAID-sponsored Exchange Visitors obtain, use, and comply with the terms of the J-1 visa, issued in conjunction with a USAID-issued Certificate of Eligibility for J-1 Visa Status (DS-2019).

(2) For Participants traveling to a third country or within the host country, the recipient must ensure that all Participants obtain, use, and comply with the terms of all applicable immigration, visa and other similar requirements.

e. Language Proficiency: The recipient must verify language proficiency. Exchange Visitors must possess sufficient English language proficiency to participate in a U.S.-based activity. Participants of third-country or host-country training must be proficient in the language of training at a sufficient level for participation, unless an interpreter has been arranged. Language competency can be verified through a variety of means including proficiency assessments of interviews, publications, presentations, education conducted in English, and formal testing.

f. Pre-departure Orientation: The recipient must conduct pre-departure orientation for U.S-bound Exchange Visitors and Participants of third-country training programs. Pre-departure orientation covers: program objectives; administrative and policy review; cultural aspects; and training/learning methods (see http://pdf.usaid.gov/pdf_docs/PNADT444.pdf).

g. Conditions of Sponsorship: The recipient must ensure that all Exchange Visitors read and sign the Conditions of Sponsorship for U.S.-Based Activities form (AID 1381-6). The recipient must also ensure that all Participants of long-term (six months or longer) third-country training read and sign the form Conditions of Sponsorship for Third-Country Training form (AID 1381-7). The recipient must report to the Agreement Officer any known violations by Exchange Visitors of visa or other immigration requirements or conditions.

h. Exchange Visitor Security Risk and Fraud Inquiry: Each USAID Mission has an established process for conducting a Security Risk and Fraud Inquiry (SRFI) for Exchange Visitors. The recipient must be prepared to assist Missions in conducting the SRFI, if requested. However, the recipient’s role is contributive, and the Mission is ultimately responsible for conducting the SRFI.

i. Fly America: To the extent that participants travel by international air travel, the recipient must comply with the Standard Provision, “International Air Travel and Air Transportation of Property.”
j. **Use of Minority Serving Institutions:** For U.S.-based Participant Training, the recipient must, to the maximum extent possible, maintain their use of Historically Black Colleges and Universities (HBCUs) and other Minority Serving Institutions (MSIs), including Hispanic Serving Institutions and Tribal Colleges and Universities, as training or education providers.

[END OF PROVISION]

**RAA5. VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (JANUARY 2009)**

**VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (JANUARY 2009)**

a. Voluntary Participation and Family Planning Methods:

(1) The recipient agrees to take any steps necessary to ensure that funds made available under this award will not be used to coerce any individual to practice methods of family planning inconsistent with such individual's moral, philosophical, or religious beliefs. Further, the recipient agrees to conduct its activities in a manner which safeguards the rights, health, and welfare of all individuals who take part in the program.

(2) Activities which provide family planning services or information to individuals, financed in whole or in part under this agreement, must provide a broad range of family planning methods and services available in the country in which the activity is conducted or must provide information to such individuals regarding where such methods and services may be obtained.

b. Requirements for Voluntary Family Planning Projects

(1) A family planning project must comply with the requirements of this paragraph.

(2) A project is a discrete activity through which a governmental, nongovernmental, or public international organization provides family planning services to people and for which funds obligated under this award, or goods or services financed with such funds, are provided under this award, except funds solely for the participation of personnel in short-term, widely attended training conferences or programs.

(3) Service providers and referral agents in the project must not implement or be subject to quotas or other numerical targets of total number of births, number of family planning acceptors, or acceptors of a particular method of family planning. Quantitative estimates or indicators of the number of births, acceptors, and acceptors of a particular method that are used for the purpose of budgeting, planning, or reporting with respect to the project are not quotas or targets under this paragraph, unless service providers or referral agents in the project are required to achieve the estimates or indicators.

(4) The project must not include the payment of incentives, bribes, gratuities or financial rewards
to (i) any individual in exchange for becoming a family planning acceptor or (ii) any personnel performing functions under the project for achieving a numerical quota or target of total number of births, number of family planning acceptors, or acceptors of a particular method of contraception. This restriction applies to salaries or payments paid or made to personnel performing functions under the project if the amount of the salary or payment increases or decreases based on a predetermined number of births, number of family planning acceptors, or number of acceptors of a particular method of contraception that the personnel affect or achieve.

(5) A person must not be denied any right or benefit, including the right of access to participate in any program of general welfare or health care, based on the person’s decision not to accept family planning services offered by the project.

(6) The project must provide family planning acceptors comprehensible information about the health benefits and risks of the method chosen, including those conditions that might render the use of the method inadvisable and those adverse side effects known to be consequent to the use of the method. This requirement may be satisfied by providing information in accordance with the medical practices and standards and health conditions in the country where the project is conducted through counseling, brochures, posters, or package inserts.

(7) The project must ensure that experimental contraceptive drugs and devices and medical procedures are provided only in the context of a scientific study in which participants are advised of potential risks and benefits.

(8) With respect to projects for which USAID provides, or finances the contribution of, contraceptive commodities or technical services and for which there is no subaward or contract under this award, the organization implementing a project for which such assistance is provided must agree that the project will comply with the requirements of this paragraph while using such commodities or receiving such services.

(9) i) The recipient must notify USAID when it learns about an alleged violation in a project of the requirements of subparagraphs (3), (4), (5), or (7) of this paragraph.

ii) The recipient must investigate and take appropriate corrective action, if necessary, when it learns about an alleged violation in a project of subparagraph (6) of this paragraph and must notify USAID about violations in a project affecting a number of people over a period of time that indicate there is a systemic problem in the project.

(iii) The recipient must provide USAID such additional information about violations as USAID may request.

c. Additional Requirements for Voluntary Sterilization Programs

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

(2) The recipient must ensure that any surgical sterilization procedures supported, in whole or in part, by funds from this award are performed only after the individual has voluntarily appeared at the treatment facility and has given informed consent to the sterilization procedure. Informed consent means the voluntary, knowing assent from the individual after being advised of the surgical procedures to be followed, the attendant discomforts and risks, the benefits to be expected, the availability of alternative methods of family planning, the purpose of the operation and its irreversibility, and the option to withdraw consent any time prior to the operation. An individual's consent is considered voluntary if it is based upon the exercise of free choice and is not obtained by any special inducement or any element of force, fraud, deceit, duress, or other forms of coercion or misrepresentation.

(3) Further, the recipient must document the patient's informed consent by (i) a written consent document in a language the patient understands and speaks, which explains the basic elements of informed consent, as set out above, and which is signed by the individual and by the attending physician or by the authorized assistant of the attending physician; or, (ii) when a patient is unable to read adequately a written certification by the attending physician or by the authorized assistant of the attending physician that the basic elements of informed consent above were orally presented to the patient, and that the patient thereafter consented to the performance of the operation, the receipt of this oral explanation must be acknowledged by the patient's mark on the certification and by the signature or mark of a witness who speaks the same language as the patient.

(4) The recipient must retain copies of informed consent forms and certification documents for each voluntary sterilization procedure for a period of three years after performance of the sterilization procedure.

d. Prohibition on Abortion-Related Activities:

(1) No funds made available under this award will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and, (v) lobbying for or against abortion. The term “motivate,” as it relates to family planning assistance, must not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

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

e. The recipient must insert this provision in all subsequent subagreements, including subawards
and contracts, involving family planning or population activities that will be supported, in whole or in part, from funds under this award.

[END OF PROVISION]

RAA8. TITLE TO AND CARE OF PROPERTY (COOPERATING COUNTRY TITLE)
(NOVEMBER 1985)

APPLICABILITY: This provision is applicable to property titled in the name of the cooperating country or such public or private agency as the cooperating country government may designate.

TITLE TO AND CARE OF PROPERTY (COOPERATING COUNTRY TITLE)
(NOVEMBER 1985)

a. Except as modified by the schedule of this grant, title to all equipment, materials and supplies, the cost of which is reimbursable to the recipient by USAID or by the cooperating country, must at all times be in the name of the cooperating country or such public or private agency as the cooperating country may designate, unless title to specified types or classes of equipment is reserved to USAID under provisions set forth in the schedule of this award. All such property must be under the custody and control of recipient until the owner of title directs otherwise or completion of work under this award or its termination, at which time custody and control must be turned over to the owner of title or disposed of in accordance with its instructions. All performance guarantees and warranties obtained from suppliers must be taken in the name of the title owner.

b. The recipient must maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, and preservation of Government property so as to assure its full availability and usefulness for the performance of this grant. The recipient must take all reasonable steps to comply with all appropriate directions or instructions which the Agreement Officer may prescribe as reasonably necessary for the protection of the Government property.

c. The recipient must prepare and establish a program, to be approved by the appropriate USAID Mission, for the receipt, use, maintenance, protection, custody and care of equipment, materials and supplies for which it has custodial responsibility, including the establishment of reasonable controls to enforce such program. The recipient must be guided by the following requirements:

(1) Property Control: The property control system must include but not be limited to the following:

(i) Identification of each item of cooperating country property acquired or furnished under the award by a serially controlled identification number and by description of item. Each item must be clearly marked "Property of (insert name of cooperating country)."

(ii) The price of each item of property acquired or furnished under this award.
(iii) The location of each item of property acquired or furnished under this award.

(iv) A record of any usable components which are permanently removed from items of cooperating country property as a result of modification or otherwise.

(v) A record of disposition of each item acquired or furnished under the award.

(vi) Date of order and receipt of any item acquired or furnished under the award.

(vii) The official property control records must be kept in such condition that at any stage of completion of the work under this award, the status of property acquired or furnished under this award may be readily ascertained. A report of current status of all items of property acquired or furnished under the award must be submitted yearly concurrently with the annual report.

(2) Maintenance Program: The recipient's maintenance program must be consistent with sound business practice, the terms of the award, and provide for:

(i) Disclosure of need for and the performance of preventive maintenance,

(ii) Disclosure and reporting of need for capital type rehabilitation, and

(iii) Recording of work accomplished under the program:

(A) Preventive maintenance - Preventive maintenance is maintenance generally performed on a regularly scheduled basis to prevent the occurrence of defects and to detect and correct minor defects before they result in serious consequences.

(B) Records of maintenance - The recipient's maintenance program must provide for records sufficient to disclose the maintenance actions performed and deficiencies discovered as a result of inspections.

(C) A report of status of maintenance of cooperating country property must be submitted annually concurrently with the annual report.

d. Risk of Loss:

(1) The recipient is not liable for any loss of or damage to the cooperating country property, or for expenses incidental to such loss or damage except that the recipient is responsible for any such loss or damage (including expenses incidental thereto):

(i) Which results from willful misconduct or lack of good faith on the part of any of the recipient's directors or officers, or on the part of any of its managers, superintendents, or other equivalent representatives, who have supervision or direction of all or substantially all of the recipient’s business, or all or substantially all of the recipient's operation at any one plant, laboratory, or separate location in which this award is being performed;
(ii) Which results from a failure on the part of the recipient, due to the willful misconduct or lack of good faith on the part of any of its directors, officers, or other representatives mentioned in (i) above:

(A) To maintain and administer, in accordance with sound business practice, the program for maintenance, repair, protection, and preservation of cooperating country property as required by (i) above; or

(B) To take all reasonable steps to comply with any appropriate written directions of the Agreement Officer under b. above;

(iii) For which the recipient is otherwise responsible under the express terms designated in the schedule of this award;

(iv) Which results from a risk expressly required to be insured under some other provision of this award, but only to the extent of the insurance so required to be procured and maintained, or to the extent of insurance actually procured and maintained, whichever is greater; or

(v) Which results from a risk which is in fact covered by insurance or for which the grantee is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(vi) Provided, that, if more than one of the above exceptions is applicable in any case, the recipient's liability under any one exception is not limited by any other exception.

(2) The recipient must not be reimbursed for, and must not include as an item of overhead, the cost of insurance, or any provision for a reserve, covering the risk of loss of or damage to the cooperating country property, except to the extent that USAID may have required the recipient to carry such insurance under any other provision of this award.

(3) Upon the happening of loss or destruction of or damage to the cooperating country property, the recipient must notify the Agreement Officer thereof, must take all reasonable steps to protect the cooperating country property from further damage, separate the damaged and undamaged cooperating country property, put all the cooperating country property in the best possible order, and furnish to the Agreement Officer a statement of:

(i) The lost, destroyed, or damaged cooperating country property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the cooperating country property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.
(4) The recipient must make repairs and renovations of the damaged cooperating country property or take such other action as the Agreement Officer directs.

(5) In the event the recipient is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to the cooperating country property, it must use the proceeds to repair, renovate or replace the cooperating country property involved, or must credit such proceeds against the cost of the work covered by the award, or must otherwise reimburse USAID, as directed by the Agreement Officer. The recipient must do nothing to prejudice USAID's right to recover against third parties for any such loss, destruction, or damage, and upon the request of the Agreement Officer, must, at the Government’s expense, furnish to USAID all reasonable assistance and cooperation (including assistance in the prosecution of suits and the execution of instruments or assignments in favor of the Government) in obtaining recovery.

e. Access: USAID, and any persons designated by it, must at all reasonable times have access to the premises wherein any cooperating country property is located, for the purpose of inspecting the cooperating country property.

f. Final Accounting and Disposition of Cooperating Country Property: Within 90 days after completion of this award, or at such other date as may be fixed by the Agreement Officer, the recipient must submit to the Agreement Officer an inventory schedule covering all items of equipment, materials and supplies under the recipient's custody, title to which is in the cooperating country or public or private agency designated by the cooperating country, which have not been consumed in the performance of this award. The recipient must also indicate what disposition has been made of such property.

g. Communications: All communications issued pursuant to this provision must be in writing.

[END OF PROVISION]

RAA9. COST SHARING (MATCHING) (FEBRUARY 2012)

COST SHARING (MATCHING) (FEBRUARY 2012)

a. If at the end of any funding period, the recipient has expended an amount of non-Federal funds less than the agreed upon amount or percentage of total expenditures, the Agreement Officer may apply the difference to reduce the amount of USAID incremental funding in the following funding period. If the award has expired or has been terminated, the Agreement Officer may require the recipient to refund the difference to USAID.

b. The source and nationality requirements and the restricted goods provision established in the Standard Provision entitled "USAID Eligibility Rules for Goods and Services" do not apply to cost sharing (matching) expenditures.

[END OF PROVISION]
RAA11. INVESTMENT PROMOTION (NOVEMBER 2003)

INVESTMENT PROMOTION (NOVEMBER 2003)

a. Except as specifically set forth in this award or otherwise authorized by USAID in writing, no funds or other support provided hereunder may be used for any activity that involves investment promotion in a foreign country.

b. In the event the recipient is requested or wishes to provide assistance in the above area or requires clarification from USAID as to whether the activity would be consistent with the limitation set forth above, the recipient must notify the Agreement Officer and provide a detailed description of the proposed activity. The recipient must not proceed with the activity until advised by USAID that it may do so.

c. The recipient must ensure that its employees and subrecipients and contractors providing investment promotion services hereunder are made aware of the restrictions set forth in this clause and must include this clause in all contracts and other subagreements entered into hereunder.

[END OF PROVISION]

RAA12. REPORTING HOST GOVERNMENT TAXES (AUGUST 2013)

APPLICABILITY: This provision is applicable to all USAID agreements that obligate or subobligate FY 2003 or later funds except for agreements funded with Operating Expense, Pub. L. 480 funds, or trust funds, or agreements where there will be no commodity transactions in a foreign country over the amount of $500. Please insert address and point of contact at the Embassy, Mission, or M/CFO/CMP as appropriate under section (b) of this provision.

REPORTING HOST GOVERNMENT TAXES (JUNE 2012)

a. By April 16 of each year, the recipient must submit a report containing:

1. Contractor/recipient name.
2. Contact name with phone, fax and e-mail.
3. Agreement number(s).
4. The total amount of value-added taxes and customs duties (but not sales taxes) assessed by the host government (or any entity thereof) 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 contract/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.

b. Submit the reports to:

Office of Financial Management
USAID/DRC
Kinshasa, Democratic Republic of Congo
Kinshasaofm@usaid.gov

c. Host government taxes are not allowable where the Agreement Officer 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, “Allowable Costs,” and must be reported as required in this provision.

d. The recipient must include this reporting requirement in all applicable subagreements, including subawards and contracts.

[END OF PROVISION]

RAA13. FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JUNE 2012)

FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JUNE 2012)

a. U.S. Government funds under this award 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 multilateral organization, as defined below, unless approved by the Agreement Officer in writing.

b. Definitions:
(1) A foreign government delegation is appointed by the national government (including ministries and agencies but excluding local, state and provincial entities) to act on behalf of the appointing authority at the international conference. A conference participant is a delegate for the purposes of this provision, only when there is an appointment or designation that the individual is authorized to officially represent the government or agency. A delegate may be a private citizen.

(2) An international conference is a meeting where there is an agenda, an organizational structure, and delegations from countries other than the conference location, in which country delegations participate through discussion, votes, etc.

(3) A multilateral organization is an organization established by international agreement and whose governing body is composed principally of foreign governments or other multilateral
organizations.

[END OF PROVISION]

RAA14. CONSCIENCE CLAUSE IMPLEMENTATION (ASSISTANCE) (FEBRUARY 2012)

CONSCIENCE CLAUSE IMPLEMENTATION (ASSISTANCE) (FEBRUARY 2012)

An organization, including a faith-based organization, that is otherwise eligible to receive funds under this agreement for HIV/AIDS prevention, treatment, or care—

(a) Shall not be required, as a condition of receiving such assistance—

(1) To endorse or utilize a multisectoral or comprehensive approach to combating HIV/AIDS; or

(2) To endorse, utilize, make a referral to, become integrated with, or otherwise participate in any program or activity to which the organization has a religious or moral objection; and

(b) Shall not be discriminated against in the solicitation or issuance of grants, contracts, or cooperative agreements for refusing to meet any requirement described in paragraph (a) above.

[END OF PROVISION]

RAA15. CONDOMS (JUNE 2005)

CONDOMS (JUNE 2005)

Information provided about the use of condoms as part of projects or activities that are funded under this agreement must be medically accurate and must include the public health benefits and failure rates of such use and must be consistent with USAID’s fact sheet entitled, “USAID: HIV/STI Prevention and Condoms.” This fact sheet may be accessed at: transition.usaid.gov/our_work/global_health/aids/TechAreas/prevention/condomfactsheet.html

[END OF PROVISION]

RAA16. PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (APRIL 2010)

PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (APRIL 2010)

a. The U.S. Government is opposed to prostitution and related activities, which are inherently
harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

b. (1) Except as provided in (b)(2) and (b)(3), by accepting this award or any subaward, a non-governmental organization or public international organization awardee/subawardee agrees that it is opposed to the practices of prostitution and sex trafficking because of the psychological and physical risks they pose for women, men, and children. “Any enforcement of this clause is subject to Alliance for Open Society International v. USAID, 05 Civ. 8209 (S.D.N.Y., orders filed on June 29, 2006 and August 8, 2008) (orders granting preliminary injunction) for the term of the Orders.”

(2) The following organizations are exempt from (b)(1): the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.

(3) Contractors and subcontractors are exempt from (b)(1) if the contract or subcontract is for commercial items and services as defined in FAR 2.101, such as pharmaceuticals, medical supplies, logistics support, data management, and freight forwarding.

(4) Notwithstanding section (b)(3), not exempt from (b)(1) are recipients, subrecipients, contractors, and subcontractors that implement HIV/AIDS programs under this assistance award, any subaward, or procurement contract or subcontract by:

(i) Providing supplies or services directly to the final populations receiving such supplies or services in host countries;

(ii) Providing technical assistance and training directly to host country individuals or entities on the provision of supplies or services to the final populations receiving such supplies and services; or

(iii) Providing the types of services listed in FAR 37.203(b)(1)-(6) that involve giving advice about substantive policies of a recipient, giving advice regarding the activities referenced in (i) and (ii), or making decisions or functioning in a recipient’s chain of command (e.g., providing managerial or supervisory services approving financial transactions, personnel actions).

c. The following definitions apply for purposes of this provision:

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.
“Prostitution” means procuring or providing any commercial sex act and the “practice of prostitution” has the same meaning.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act. 22 U.S.C. 7102(9).

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

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

[END OF PROVISION]

RAA17. USAID DISABILITY POLICY - ASSISTANCE (DECEMBER 2004)

USAID DISABILITY POLICY - ASSISTANCE (DECEMBER 2004)

a. The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) 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; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following Web site: pdf.usaid.gov/pdf_docs/PDABQ631.pdf

b. USAID therefore requires that the recipient not discriminate against people with disabilities in the implementation of USAID funded programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing the program under this grant or cooperative agreement. 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.

[END OF PROVISION]

RAA18. STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID ASSISTANCE AWARDS INVOLVING CONSTRUCTION (SEPTEMBER 2004)

STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID ASSISTANCE AWARDS INVOLVING CONSTRUCTION (SEPTEMBER 2004)

a. One of the objectives of the USAID 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. As part of this policy USAID has established standards for any new or renovation construction project funded by USAID to allow access by people with disabilities (PWDs). The full text of the policy paper can be found at the following Web site: pdf.usaid.gov/pdf_docs/PDABQ631.pdf.

b. USAID requires the recipient to comply with standards of accessibility for people with disabilities in all structures, buildings or facilities resulting from new or renovation construction or alterations of an existing structure.

c. The recipient will comply with the host country or regional standards for accessibility in construction when such standards result in at least substantially equivalent accessibility and usability as the standard provided in the Americans with Disabilities Act (ADA) of 1990 and the Architectural Barriers Act (ABA) Accessibility Guidelines of July 2004. Where there are no host country or regional standards for universal access or where the host country or regional standards fail to meet the ADA/ABA threshold, the standard prescribed in the ADA and the ABA will be used.

d. New Construction. All new construction will comply with the above standards for accessibility.

e. Alterations. Changes to an existing structure that affect, the usability of the structure will comply with the above standards for accessibility unless the recipient obtains the Agreement Officer’s advance approval that compliance is technically infeasible or constitutes an undue burden or both. Compliance is technically infeasible where structural conditions would require removing or altering a load-bearing member that is an essential part of the structural frame or because other existing physical or site constraints prohibit modification or addition of elements, spaces, or features that are in full and strict compliance with the minimum requirements of the standard. Compliance is an undue burden where it entails either a significant difficulty or expense or both.

f. Exceptions. The following construction related activities are excepted from the requirements of paragraphs a. through d. above:

(1) Normal maintenance, reroofing, painting or wall papering, or changes to mechanical or electrical systems are not alterations and the above standards do not apply unless they affect the accessibility of the building or facility; and

(2) Emergency construction (which may entail the provision of plastic sheeting or tents, minor repair and upgrading of existing structures, rebuilding of part of existing structures, or provision of temporary structures) intended to be temporary in nature. A portion of emergency construction assistance may be provided to people with disabilities as part of the process of identifying disaster- and crisis-affected people as “most vulnerable.”
RAA19. STATEMENT FOR IMPLEMENTERS OF ANTI-TRAFFICKING ACTIVITIES ON LACK OF SUPPORT FOR PROSTITUTION (JUNE 2012)

“Severe forms of trafficking in persons” means

(1) sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

STATEMENT FOR IMPLEMENTERS OF ANTI-TRAFFICKING ACTIVITIES ON LACK OF SUPPORT FOR PROSTITUTION (JUNE 2012)

By accepting this award, the recipient hereby states that it does not promote, support, or advocate the legalization or practice of prostitution. This statement may be true by virtue of the organization’s lack of any policy regarding the issue.

[END OF PROVISION]

RAA20. ELIGIBILITY OF SUBRECIPIENTS OF ANTI-TRAFFICKING FUNDS (JUNE 2012)

APPLICABILITY: This provision must be included in any award that uses funds made available to carry out the Trafficking Victims Protection Act of 2000, Division A of P.L. 106-386, for a program that targets victims of severe forms of trafficking in persons. “Severe forms of trafficking in persons” means

(1) sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

ELIGIBILITY OF SUBRECIPIENTS OF ANTI-TRAFFICKING FUNDS (JUNE 2012)

The recipient must not provide funds made available to carry out this award to any organization that has not stated in either a grant application, a grant agreement, or both, that it does not promote, support, or advocate the legalization or practice of prostitution. Such a statement is not required, however, if the sub-recipient organization provides services to individuals solely after they are no longer engaged in activities that resulted from such victims being trafficked. If
required, the sub-recipient organization’s statement may be true by virtue of the organization’s lack of any policy regarding the issue.

[END OF PROVISION]

RAA21. PROHIBITION ON THE USE OF ANTI-TRAFFICKING FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF PROSTITUTION (JUNE 2012)

APPLICABILITY: This provision must be included in any award that uses funds made available specifically under the Trafficking Victims Protection Act of 2000, Division A of P.L. 106-386.

PROHIBITION ON THE USE OF ANTI-TRAFFICKING FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF PROSTITUTION (JUNE 2012)

None of the funds made available under this award may be used to promote, support, or advocate the legalization or practice of prostitution. However, this prohibition does not preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted in such victims being trafficked. The recipient must insert this provision in all subagreements under this award.

[END OF PROVISION]

RAA22. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER (OCTOBER 2010)

CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER (OCTOBER 2010)

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

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

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

(2) May not make a subaward to an entity unless the entity has provided its DUNS number to you.
c. Definitions. For purposes of this award term:

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

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

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

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

(ii) A foreign public entity;

(iii) A domestic or foreign nonprofit organization;

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

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

(4) Subaward:

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

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

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

(5) Subrecipient means an entity that:

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

(ii) Is accountable to you for the use of the Federal funds provided by the subaward.
ADDENDUM (JUNE 2012):

**a. Exceptions.** The requirements of this provision to obtain a Data Universal Numbering System (DUNS) number and maintain a current registration in the Central Contractor Registration (CCR) do not apply, at the prime award or subaward level, to:

1. Awards to individuals
2. Awards less than $25,000 to foreign recipients to be performed outside the United States (based on a USAID determination)
3. Awards where the Agreement Officer determines, in writing, that these requirements would cause personal safety concerns.

**b.** This provision does not need to be included in subawards.

[END OF PROVISION]

RAA23. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (OCTOBER 2010)

**APPLICABILITY:** This provision is required in accordance with 2 CFR 170, Award Term for Reporting Subawards and Executive Compensation. AOs must include this provision in all assistance solicitations and all awards expected to exceed $25,000, unless an exemption applies under paragraph d. of the provision or the exemptions listed below in this applicability statement. If the AO determines that an exemption applies, the AO must provide guidance to the recipient on reporting with generic information.

**Exemptions.**

1. The requirements to report under this provision do not apply to:
   1. Awards to individuals
   2. Awards less than $25,000
      
2. When the AO determines, in writing, that these requirements would cause personal safety concerns, reporting under this provision can be accomplished using generic information.

REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (OCTOBER 2010)

**a. Reporting of first-tier subawards.**

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

(2) Where and when to report.

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

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

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

b. Reporting Total Compensation of Recipient Executives.

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

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

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

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

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

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

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

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

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

c. Reporting of Total Compensation of Subrecipient Executives.

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

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

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

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

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

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

(i) To the recipient.

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

d. Exemptions.

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

(1) Subawards, and

(2) The total compensation of the five most highly compensated executives of any subrecipient.
e. Definitions.

For purposes of this award term:

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

(i) A governmental organization, which is a State, local government, or Indian tribe;
(ii) A foreign public entity;
(iii) A domestic or foreign nonprofit organization;
(iv) A domestic or foreign for-profit organization; and
(v) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

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

(3) Subaward:

(i) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
(ii) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations”).
(iii) A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

(4) Subrecipient means an entity that:

(i) Receives a subaward from you (the recipient) under this award; and
(ii) Is accountable to you for the use of the Federal funds provided by the subaward.

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

(i) Salary and bonus.
(ii) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
(iii) Earnings for services under nonequity incentive plans. This does not include group life, health, hospitalization, or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
(iv) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

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

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

[END OF PROVISION]

RAA24. PATENT REPORTING PROCEDURES (JULY 2012)

APPLICABILITY: This provision is applicable whenever the agreement finances research activities, or patentable processes or practices.

PATENT REPORTING PROCEDURES (JULY 2012)

As incorporated by 22 CFR 226.36 and the standard provision “APPLICABILITY OF 22 CFR PART 226,” the clause at 37 CFR 401.14 (“Patent Rights (Small Business Firms and Nonprofit Organizations)”) is incorporated by reference into this award as if set forth in full text. The recipient must use the National Institutes of Health EDISON Patent Reporting and Tracking system (http://www.iedison.gov) to fulfill its disclosure obligations under 37 CFR 401.14(c)(1). The recipient must also submit reports on utilization of subject inventions annually to the Agreement Officer’s Representative under 37 CFR 401.14(h), and the last report must be provided within 90 days of the expiration of the agreement.

[END OF PROVISION]

RAA25. ACCESS TO USAID FACILITIES AND USAID’S INFORMATION SYSTEMS (AUGUST 2013)

APPLICABILITY: This provision must be included in solicitations and awards that require the recipient (or recipient employees) to have routine physical access to USAID controlled facilities in the U.S. (i.e., will need an ID for regular entry to USAID space), or have logical access to USAID’s information systems (i.e., access to AIDNet, Phoenix, GLAAS, etc). Only U.S citizen employees or consultants of a U.S-based organization may request routine physical access to USAID-controlled facilities or logical access to USAID’s information systems.

ACCESS TO USAID FACILITIES AND USAID’s INFORMATION SYSTEMS (AUGUST 2013)

a. A U.S. citizen or resident alien engaged in the performance of this award as an employee, consultant, or volunteer of a U.S organization may obtain access to USAID facilities or
logical access to USAID’s information systems only when and to the extent necessary to carry out this award and in accordance with this provision. The recipient’s employees, consultants, or volunteers who are not U.S. citizen as well as employees, consultants, or volunteers of non-U.S. organizations, irrespective of their citizenship, will not be granted logical access to U.S. Government information technology systems (such as Phoenix, GLAAS, etc.) and must be escorted to use U.S. Government facilities (such as office space).

b. Before a U.S. citizen or resident alien engaged in the performance of this award as an employee, consultant, or volunteer of the recipient, subrecipient or contractor at any tier may obtain a USAID ID (new or replacement) authorizing the individual routine access to USAID facilities in the United States, or logical access to USAID’s information systems, the individual must provide two forms of identity source documents in original form. One identity source document must be a valid Federal or State government-issued picture ID. The recipient must contact the USAID Office of Security to obtain the list of acceptable forms of documentation. Submission of these documents, and related background checks, are mandatory in order for the individual to receive a building access ID, and before access will be granted to any of USAID’s information systems. All such individuals must physically present these two source documents for identity proofing at their Security Briefing. All individuals provided access under this provision must return any issued building access ID and remote authentication token to USAID custody upon termination of the individual’s employment with the recipient or completion of the award, whichever occurs first.

c. Individuals engaged in the performance of this award as an employee, consultant, or volunteer of the recipient must comply with all applicable Homeland Security Policy Directive-12 (HSPD-12) and Personal Identity Verification (PIV) procedures, as described above, as well as any subsequent USAID or government-wide HSPD-12 and PIV procedures/policies, including any HSPD-12 procedures established by the Office of Security in USAID/Washington.

d. The recipient is required to include this provision in all subagreements, including subawards and contracts, at any tier made to a U.S. organization/company, that require employees or consultants engaged in the performance of this award to have routine physical access to USAID facilities or logical access to USAID’s information systems in order to perform this award.

[END OF PROVISION]

[END OF ATTACHMENT C – STANDARD PROVISIONS AND END OF COOPERATIVE AGREEMENT]