

04091699



U.S. AGENCY FOR  
INTERNATIONAL  
DEVELOPMENT

New Use Agriculture and Natural Plant Products Program (NUAPP)  
Food Policy Institute (FPI)  
Rutgers University (RU)  
59 Dudley Road  
New Brunswick, NJ 08901

Subject: Leader Award # AEG-A-00-04-00012-00

Dear Dr. Simon:

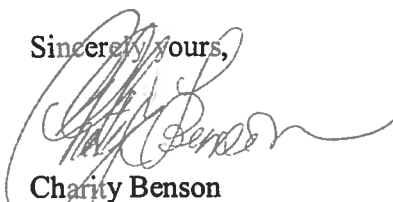
Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development (USAID) hereby awards to Rutgers University (hereinafter referred to as the "Recipient"), the sum of \$2,500,000 to support partnerships that contribute to the economic growth of client countries by mobilizing private and public sectors expertise to add value, as well as meet safety and quality standards, in the production of food products for the domestic and international markets of USAID client countries as described in the Schedule of this award and in Attachment 2, entitled "Program Description."

This award is effective and obligation is made as September 30, 2004 and shall apply to expenditures made by the Recipient in furtherance of program objectives during the period beginning with the effective date and ending 09-29-2009. USAID will not be liable for reimbursing the Recipient for any costs, in excess of the obligated amount.

This award is made to the Recipient on condition that the funds will be administered in accordance with the terms and conditions as set forth in Attachment 1 (the Schedule), Attachment 2 (the Program Description), Attachment 3 (the Standard Provisions), all of which have been agreed to by your organization and [for U.S. NGOs] 22 CFR 226, entitled "Administration of Assistance Awards to U.S. Non-Governmental Organizations and Attachment 4 (Sample Associate Award)."

Please sign the original and all enclosed copies of this letter to acknowledge your receipt of the award, and return the original and all but one copy to the undersigned.

Sincerely yours,

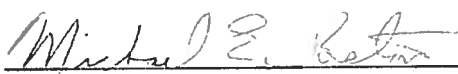


Charity Benson  
Agreement Officer  
M/OAA/EGAT

**Attachments:**

1. Schedule
2. Program Description
3. Standard Provisions
4. Sample Associate Award

**ACKNOWLEDGED: Rutgers University**

BY:   
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**MICHAEL E. BRETON, PH.D**  
**ASSOCIATE VICE PRESIDENT FOR**  
**RESEARCH AND SPONSORED PROGRAMS**

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## **A. GENERAL**

1. Total Estimated USAID Amount:	\$2,500,000.00
2. Total Obligated USAID Amount:	\$ 500,000.00
3. Cost-Sharing Amount (Non-Federal):	\$ 596,131.00
4. Activity Title:	PFID: Natural Products
5. USAID Technical Office:	EGAT/AG
6. Tax I.D. Number:	22-6001086
7. DUNS No.:	00-191-2864
8. LOC Number:	HHS-51A3P

## **B. SPECIFIC**

NMS	117
Org ID	12055
Commitment Type:	PR
Commitment Number:	EGAT/AG-117
Line Nbr:	1
BBFY:	2004
Fund:	DV
OP Unit:	EGAT/AG
SO:	905-901
Dist:	936-4226
BGA:	997
SOC:	252910
Amount:	\$ 500,000

## **ATTACHEMENT ONE: SCHEDULE**

### **A.1 PURPOSE OF AGREEMENT**

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

### **A.2 PERIOD OF AGREEMENT**

1. The effective date of this Agreement is 09-30-2004. The estimated completion date of this Agreement is 09-29-2009.

2. Funds obligated hereunder are available for program expenditures for the estimated period 09-30-2004 to 09-29-2005.

### **A.3 AMOUNT OF AWARD AND PAYMENT**

1. The total estimated amount of this Award for the period shown in A.2 below is \$2,500,000.00.

2. USAID hereby obligates the amount of \$ 500,000 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.

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

4. Additional funds up to the total amount of the grant shown in A.2 above may be obligated by USAID subject to the availability of funds, satisfactory progress of the project, and continued relevance to USAID programs.

#### **A.4 BUDGET**

The following is the Agreement Budget, including local cost financing items, if authorized. Revisions to this budget shall be made in accordance with 22 CFR 226.

Personnel	\$ 830,752
Fringe Benefits	\$ 261,446
Travel	\$ 97,000
Equipment	\$ 0
Supplies	\$ 58,000
Contractual	\$ 461,000
Construction	\$ 0
Other	\$ 35,000
Total Direct Charges	\$1,743,198
Indirect Charges	\$ 748,251
Total	\$2,491,449

#### **A.5 Reporting and Evaluation**

General Note: In addition to the financial reporting and final report requirements, Rutger's reports should be submitted to the following individuals:

**Cognizant Technical Officer in Washington**

Ms. Carol Wilson

USAID

1300 Pennsylvania Ave NW

EGAT/AG, 2.11-71

Washington, DC 20523

**Agreement Officer**

Ms. Charity Benson

USAID

1300 Pennsylvania Ave NW

M/OAA/EGAT, 7.10-35

Washington, DC 20521- 2170

## **PROGRAM REPORTING**

### **(a) Annual Workplans**

(1) Not later than 60 days after the effective date of this Agreement, the Recipient shall submit to the USAID Cognizant Technical Officer two copies of a draft annual workplan covering the first year of this Agreement, delineated by quarterly periods. The first annual workplan shall include the first-year indicators and benchmarks which the Recipient proposes to utilize to measure and monitor progress toward achievement of results, as reflected in, and consistent with, the Monitoring and Evaluation plan. USAID will review the draft first-year workplan and provide comments/ suggestions within 30 days of receipt. The Recipient shall then submit two copies of the final first-year workplan to the USAID Cognizant Technical Officer for approval not later than 15 days from receipt of USAID's comments/suggestions. In the event that the Recipient receives no comments/suggestions from the CTO within 30 calendar days from the submission of the draft first-year workplan, the workplan shall be considered approved. The Recipient shall also submit one copy of the final first-year workplan to the Agreement Officer.

(2) The Recipient shall submit two copies of subsequent draft annual workplans to the USAID Cognizant Technical Officer not later than 60 days prior to the start of the next Agreement year. These subsequent annual work plans shall include updates of the performance indicators and benchmarks which the Recipient proposes to utilize in the coming year. The work plan shall be delineated by quarterly periods. USAID will review the draft annual work plan and provide comments/suggestions within 30 days of receipt. The Recipient shall then submit two copies of the final annual work plan to the USAID Cognizant Technical Officer for approval not later than 15 days from receipt of USAID's comments/suggestions. In the event that the Recipient receives no comments/suggestions from the CTO within 30 days from the submission of the draft annual work plan, the work plan shall be considered approved. The Recipient shall also submit one copy of the final annual work plan to the Agreement Officer.

(3) The Recipient shall submit two copies of any significant work plan changes or revisions to the USAID Cognizant Technical Officer and one copy to the Agreement Officer, and shall obtain the USAID Cognizant Technical Officer's approval prior to implementing or undertaking such changes or revisions.

(4) Annual work plans and changes/revisions thereto must be within the scope of the Program Description (Attachment 2) of this Associate Cooperative Agreement. Work plans and changes/revisions thereto shall describe activities to be conducted during the period at a greater level of detail than the Program Description, but shall not serve to change the Program Description in any way. Therefore, all work plans and changes/revisions thereto shall cross-reference the applicable section(s) in the Program Description. The Program Description shall take precedence over the work plans and any changes/revisions thereto, in the event of any conflicts or inconsistencies between the Program Description and the work plan and any changes/revisions thereto. Any changes

to the Program Description must be approved by the Agreement Officer by means of a modification (amendment) to this Associate Cooperative Agreement.

### **MONITORING AND EVALUATION PLAN**

(1) The Recipient shall submit two copies of a draft Monitoring and Evaluation (M&E) plan to the USAID Cognizant Technical Officer not later than 60 days after the effective date of this Agreement. The M&E plan shall cover the full period of this Associate Cooperative Agreement and shall include, but not necessarily be limited to, the following: (1) the results to be achieved by the project; (2) the indicators to be used to measure achievement of the results; (3) the method of data collection to be used to obtain the indicator data; and (4) targets for each indicator by year. The Recipient may consult with the USAID Cognizant Technical Officer in the development of the M&E plan.

(2) Performance monitoring shall focus on whether and to what extent objectives of the Recipient's program are being achieved. The recipient shall establish a performance monitoring system to regularly collect and analyze data which will enable it to track performance and objectively report on its progress in achieving the program results, as described in the Program Description. Performance monitoring plans shall provide a detailed definition of the performance indicators that will be tracked; specify the source, method of collection, and schedule of collection for all required data. The frequency of data collection, as well as the level of detail and degree of comparability of the data collected, shall be proposed by the Recipient and articulated in the monitoring and evaluation plan. NOTE: the data collection process for monitoring critical assumptions and results supported by the Recipient is generally not expected to be as rigorous or systematic as the data collection process for monitoring performance indicators of USAID's Strategic Objectives (SO.) However, the information collected must be at a level of detail and quality that insures that the SO Team has an accurate understanding of the Recipient's progress toward its results and whether each critical assumption continues to hold.

(3) Evaluation shall be used to ascertain why unexpected progress, positive or negative, is being made towards a planned result. When the performance monitoring system indicates that expected results are not being achieved, the Recipient shall seek to determine the reason, usually through the use of one or more evaluative activities. Evaluation shall also be used to explore issues related to sustainability and customer focus.

(4) USAID will review the draft M&E plan and provide comments/suggestions within 30 days of receipt. The Recipient shall then submit two copies of the final M&E plan to the USAID Cognizant Technical Officer for approval not later than 15 days from receipt of USAID's comments/suggestions.



## **QUARTERLY PROGRAM PERFORMANCE REPORTS**

The Recipient shall submit one copy of quarterly program performance reports to the EGAT/AG, USAID/Washington, Attn: Carol J. Wilson, RRB 2.11.71, 1300 Pennsylvania Ave. NW, Washington, DC 20523-2120, Fax: 202-216-3010; e-mail: [cawilson@usaid.gov](mailto:cawilson@usaid.gov). In accordance with 22 CFR 226.51, due dates for these quarterly program performance reports are not later than 30 days after the end of each quarterly period. These reports shall include the information described in 22 CFR 226.51(d), to wit:

- (1) A comparison of actual accomplishments with the goals and objectives established for the period, the finding of the investigator, or both. 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;
- (2) Reasons why established goals were not met, if appropriate; and
- (3) Other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

## **NOTIFICATIONS**

The Recipient shall submit two (2) copies to the USAID Cognizant Technical Officer and one (1) copy to the Agreement Officer of notifications required by 22 CFR 226.51(f), to wit:

- (1) Developments which have a significant impact on the activities supported by this Award; and
- (2) Problems, delays, or adverse conditions which materially impair the ability to meet the objectives of this Associate Cooperative Agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the problem.

## **FINAL REPORT**

The Recipient shall submit one copy of a final program performance report to each of the following: 1) the USAID Cognizant Technical Officer and 2) EGAT/AG, USAID/Washington, Attn: Carol J. Wilson, RRB 2.11.71, 1300 Pennsylvania Ave. NW, Washington, DC 20523-2120, Fax: 202-216-3010; e-mail: [cawilson@usaid.gov](mailto:cawilson@usaid.gov); and 3) in electronic (preferred) or paper form of final documents to one of the following:

- (a) Via E-mail: [docsubmit@dec.cdie.org](mailto:docsubmit@dec.cdie.org) ;
- (b) Via U.S. Postal Service:  
Development Experience Clearinghouse,  
8403 Colesville Road, Suite 210,

Silver Spring, MD 20910, USA;  
(c) Via Fax: (301) 588-7787; or  
(d) Online: <http://www.dec.org/index.cfm?fuseaction=docSubmit.home>.

In accordance with 22 CFR 226.51, the due date for the final program performance report is not later than 90 days after the estimated completion date of this Associate Cooperative Agreement, and shall be submitted concurrently with the final financial report described in Section E.1(c) above. The final report shall include the information described in 22 CFR 226.51(d) (see the quarterly program performance reports set forth above) covering the full period of this award.

## **FINANCIAL REPORTING**

### **1. Financial Reporting**

The Recipient shall submit an original and two copies of the Quarterly Financial Report to

USAID  
1300 Pennsylvania Avenue, NW  
Office of Financial Management  
M/FM/CMP/DC, Room 7.07-125  
Washington, DC 20523

Also, two copies of the report should also be sent to:

Ms. Carol Wilson  
USAID  
1300 Pennsylvania Ave NW  
EGAT/AG, 2.11-71  
Washington, DC 20523

Financial Reports shall be in keeping with 22 CFR 226.52.

Recipients shall list each country included in the program and the total amount expended for each country under the award for the reporting period in the "Remarks" block on the "Financial Status Report" SF-269 or SF-269A, or on a separate sheet of paper with the "Request for Advance or Reimbursement" SF-270.

*not needed  
Drawdowns are by LOC.*

## **REPORTING OF FOREIGN TAXES**

- (a) Final and Interim Reports. The recipient must annually submit two reports:
- (i) an interim report by November 17; and
  - (ii) a final report by April 16 of the next year.

(b) Contents of Report. The reports must contain:

- (i) Contractor/recipient name.
- (ii) Contact name with phone, fax and email.
- (iii) Agreement number(s).
- (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.

(v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).

(vi) Any reimbursements received by the Recipient] during the period in (iv) regardless of when the foreign tax was assessed plus, for the interim report, any reimbursements on the taxes reported in (iv) received by the recipient through October 31 and for the final report, any reimbursements on the taxes reported in (iv) received through March 31.

(vii) The final report is an updated cumulative report of the interim report.

 (viii) Reports are required even if the contractor/recipient did not pay any taxes during the report period.

(ix) Cumulative reports may be provided if the contractor/recipient is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause:

- (i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
- (ii) "Commodity" means any material, article, supply, goods, or equipment.
- (iii) "Foreign government" includes any foreign governmental entity.
- (iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the reports to:

The Cognizant Technical Officer  
Ms. Carol Wilson  
USAID  
1300 Pennsylvania Ave NW  
EGAT/AG, 2.11-71  
Washington, DC 20523

(e) Sub-agreements. The Recipient must include this reporting requirement in all applicable subcontracts, sub-grants and other sub-agreements.

(f) For further information see <http://www.state.gov/m/rm/c10443.htm> . This reporting requirement is only legislated for FY 2003, but is anticipated to be renewed for future years. Therefore, this requirement will remain in effect for entire term of this award.

The Recipient shall submit one copy of a brief program report to each of the following: Narrative progress reports must be submitted semi-annually. Each December, the Recipient must submit an annual report. Within 30 days of completion of activities under the award, partners must submit a final report to ALO to be forwarded to USAID, and agree to its broad dissemination throughout USAID.

#### A.6 SPECIAL PROVISIONS

None

#### A.7 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:

Description	Rate	Base	Type	Period
Fringe	32.5%	1a/	1a/	1a/
Fringe	32.5%	1b/	1b/	1b/
Overhead	55.5%	2a/	2a/	2a/
Overhead	54.0%	2b/	2b/	2b
Overhead	54.5%	2c/	2c/	2c2/
Subcontract	55.5%	3/	3/	3/
Subcontract	54.0%	2b/	2b/	2b
Subcontract	54.5%	2c/	2c/	2c2/

1a/Base of Application: Direct Labor  
Type of Rate: Fixed  
Period: 7/1/04 – 6/30/005

1b/Base of Application: Direct Labor  
Type of Rate: Prov  
Period: 7/1/05 – Until amended

2a/Base of Application: Modified direct costs  
Type of Rate: Provisional  
Period: 7/1/04 – 6/30/05

2b/Base of Application: Modified direct costs  
Type of Rate: Pred  
Period: 7/1/05 – 6/30/07

2c/Base of Application: Modified direct costs  
Type of Rate: Pred  
Period: 7/1/07 – 6/30/08

3a/Base of Application: Modified direct costs. Overhead is only applied to the first \$ 25,000 of each subcontract.  
Type of Rate: Provisional  
Period: 7/1/04 – 6/30/05

3b/Base of Application: Modified direct costs  
Type of Rate: Pred  
Period: 7/1/05 – 6/30/07

3c/Base of Application: Modified direct costs  
Type of Rate: Pred  
Period: 7/1/07 – 6/30/08

## **A.8 TITLE TO PROPERTY**

As stated in the subject Leader Award No. PCE-A-00-04-00249-00, "Title to all property financed under this award shall vest in the Recipient subject to the requirements of 22CFR 226.30 through 37". Further detailed guidance is provided in 22 CFR 226.34 (Equipment) and 22 CFR 226.35 (Supplies and other expendable equipment).

## **A.9 COST SHARING**

The Recipient agrees to expend an amount not less than \$ 596,131 of the total activity costs (\$ 2,500,000).

Cost Sharing  
Years 1-5

Budget Category	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
James Simon- 10% of time Account # 247712	\$13,019	\$13,019	\$13,019	\$13,019	\$13,019	\$65,095
Mingfu Wang- 10% of time Account # 247038	\$6,110	\$6,110	\$6,110	\$6,110	\$6,110	\$30,550
Ramu Govindasamy- 1 month of time Account # 247862	\$7,998	\$7,998	\$7,998	\$7,998	\$7,998	\$39,990
Diane Ducceschi- 20% of time Account # 247012	\$7,376	\$7,376	\$7,376	\$7,376	\$7,376	\$36,880
Research Assistance- 100% of time Account # 288152	\$26,000	\$26,780	\$27,583	\$28,411	\$29,263	\$138,037
Fringe Benefits	\$13,726	\$14,143	\$14,560	\$14,979	\$15,401	\$72,809
Total Direct	\$74,229	\$75,426	\$76,646	\$77,893	\$79,167	\$383,361
Indirect Costs- 55.5%	\$41,198	\$41,863	\$42,539	\$43,232	\$43,938	\$212,770
<b>TOTAL</b>	<b>\$115,427</b>	<b>\$117,289</b>	<b>\$119,185</b>	<b>\$121,125</b>	<b>\$123,105</b>	<b>\$596,131</b>

James Simon: \$65,095

As PI of this project, Dr. Simon will allocate 10% of his time for each of the five years. As part of his responsibility, he will coordinate all research aspects of the project.

Mingfu Wang: \$30,550

Dr. Wang will allocate 10% of his time to the project for all five years. He will assist researchers with natural product chemistry and botanical standardization.

Ramu Govindasamy: \$39,990

Dr. Govindasamy will allocate one month of his time to this project for all five years. As Co-Pi on this project, he is responsible for the market development and analysis of natural products. He will work very closely with the marketing specialist that will be hired through this project.

Diane Ducceschi: \$36,880

Ms. Ducceschi will allocate 20% of her time on this project for all five years. As a secretary within the Plant Science department, she will assist researchers with travel arrangements, copying, correspondence, and other administrative duties.

Research Assistance: \$138,037

The Food Policy Institute at Rutgers University has agreed to support an hourly researcher for Dr. Govindasamy for the duration of the project. In this position, they will be responsible for data collection, analysis, and development of technical reports relating to natural products.

Fringe Benefits: \$72,809

#### **A.10 SUBSTANTIAL INVOLVEMENT**

USAID will be involved in the following activities with the Recipient during the implementation of the Project:

1. Approval of the recipient's implementation plan.
2. Approval of specified key personnel.
3. Agency and recipient collaboration or joint participation.

#### **A.11 KEY PERSONNEL**

The following positions have been designated as Key to the successful completion of the objective of this award. In accordance with the Substantial Involvement clause of this award, these personnel are subject to the approval of the cognizant USAID Technical Officer. The key position is:

Name	Position
Key Contact Person for USAID Purposes:	

Dr. James E. Simon  
New Use Agriculture and Natural Plant Products (NUANPP)  
Rutgers University, 59 Dudley Road,  
New Brunswick, NJ08901  
732-9329711\*355 (O)  
jesimon@aesop.rutgers.edu

Dr. James E. Simon	Program Coordinator
Mr. Dan Aquaya,	Acting Program Coordinator
Dr. Ramu Govindasamy,	Co P.I.

#### **A.12 AUTHORIZED GEOGRAPHIC CODE**

The authorized geographic code for procurement of goods and services under this award is Code 000. In addition, the Cooperating Countries are an authorized source for local procurement in accordance with 22 CFR 228.40.

#### **A.13 RESOLUTION OF CONFLICTS**

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

Attachment 1 - Schedule  
22 CFR 226  
Attachment 3 - Standard Provisions  
Attachment 2 - Program Description

#### **A.14 PAYMENT OFFICE**

USAID/M/FM/CMP  
1300 Pennsylvania Ave NW  
RRB, 7.07  
Washington, DC 205823

#### **A.15 ASSOCIATE AWARDS**

This is a "Leader with Associates" type cooperative agreement. Subject to the consent of the Recipient, and written concurrence by the EGAT/AG Leader Award technical officer for this award, additional cooperative agreements or grants may be negotiated and awarded separately by USAID Missions or Bureaus to support the same objectives described in the Program Description contained at Attachment 2 of this Leader Award. Specific conditions of the Associate Awards are as follows:

1. As stated above, Associate Awards may be either Grants or Cooperative Agreements, but the written concurrence of the EGAT/AG Leader Award technical officer is required before an Associate Award may be issued.
2. Associate Awards must be awarded before the expiration date of this Leader Award. All Mission or Bureau issued Associate Awards must be completed within 5 years after the expiration date of this Leader Cooperative Agreement. There is no stated dollar limit on the total amount of Associate Awards that may be used under this Leader Agreement.
3. The format that shall be used for all Associate Award is included as Attachment 4 to this Leader Agreement. The format includes a cover letter and Schedule, to which the Associate Award Program Description shall be attached.
4. Associate Awards, while subject to the Standard Provisions, will not include the Standard Provisions in the Associate Award documents. The Mandatory Standard Provisions of the Leader Agreement shall automatically apply to Associate Awards. The "Required As Applicable" Standard Provisions shall also automatically apply to Associate Awards, unless the cognizant Associate Agreement or Grant Officer adjusts the "Required as Applicable" Standard Provisions from those included in the Leader Agreement, if appropriate.
5. Associate Award numbering shall be independent of the Leader Agreement award number. Bureaus or Missions shall assign their own Associate Award numbers.



6. Associate Cooperative Agreements may not add additional Substantial Involvement factors other than those appearing in the Leader Agreement. However, Associate Cooperative Agreements may include any or all of the Substantial Involvement factors included in the Leader Agreement.
7. Associate award cost-sharing requirements may vary from the Leader Agreement cost share requirement, at the determination of USAID.
8. The cognizant mission or bureau issuing an Associate Award shall be responsible for the administration of the award.

#### **A.16 EXECUTIVE ORDER ON TERRORISM FINANCING**

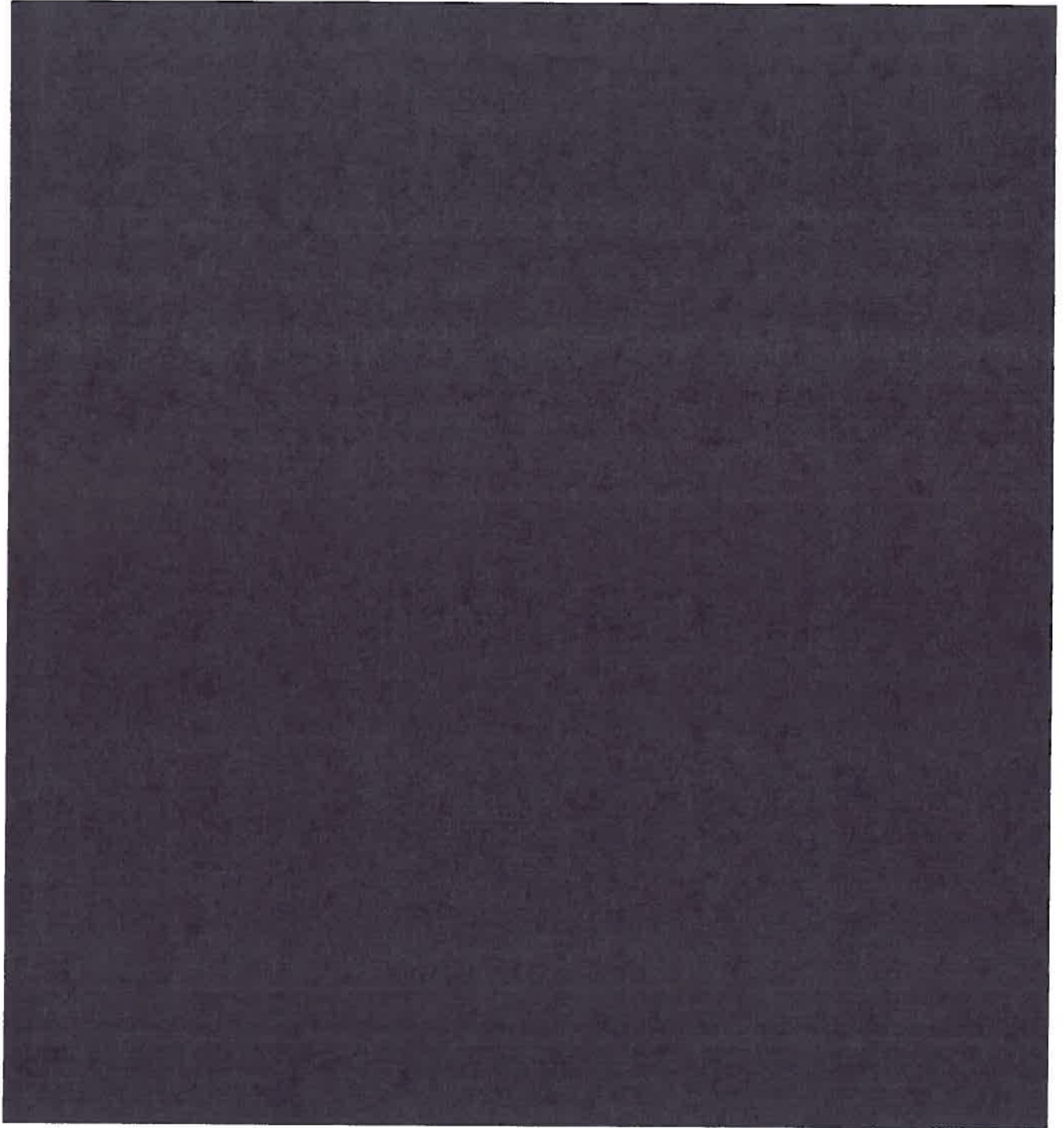
The Contractor/Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the contractor/recipient to ensure compliance with these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

[END OF ATTACHMENT 1]

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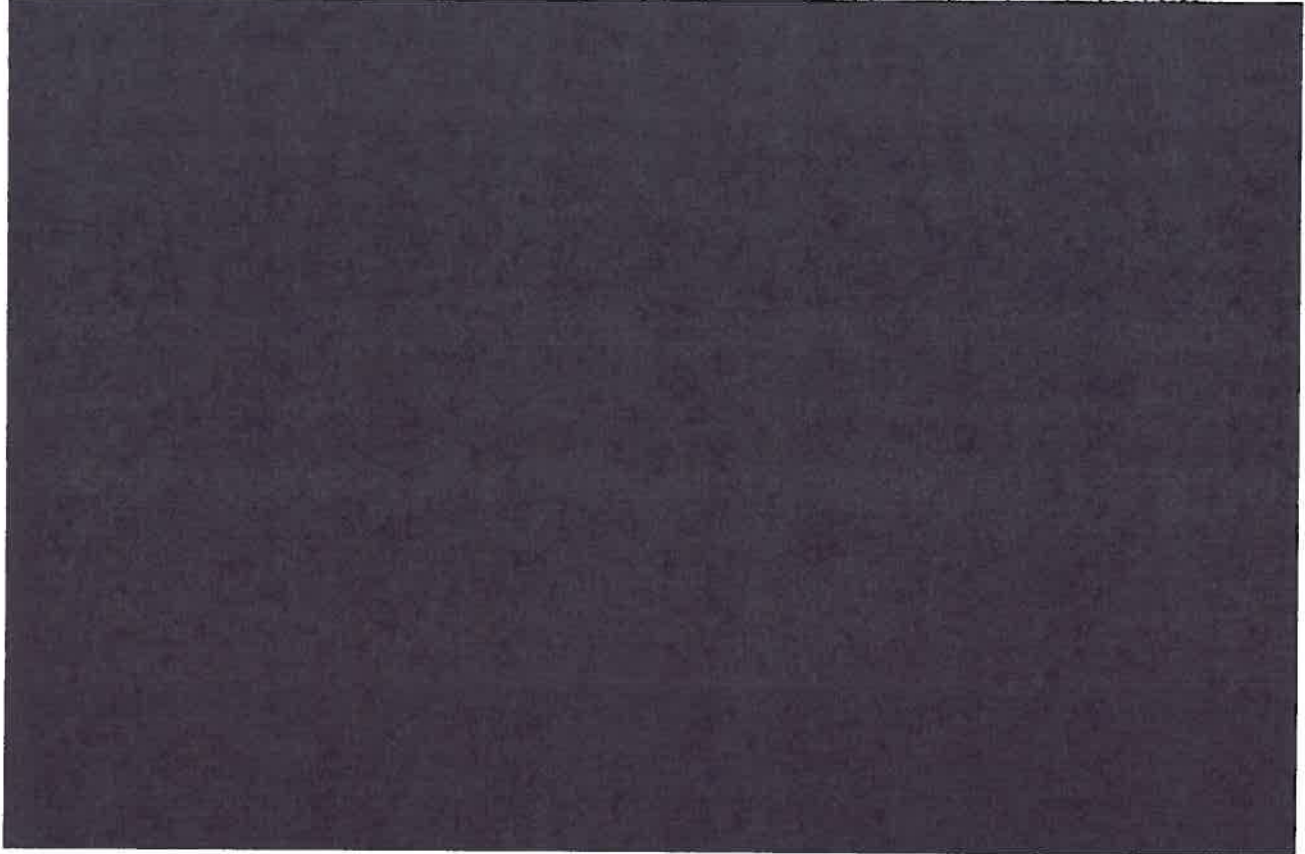
## **ATTACHEMENT TWO: PROGRAM DESCRIPTION**

### **Subsection 1 - Project Description**

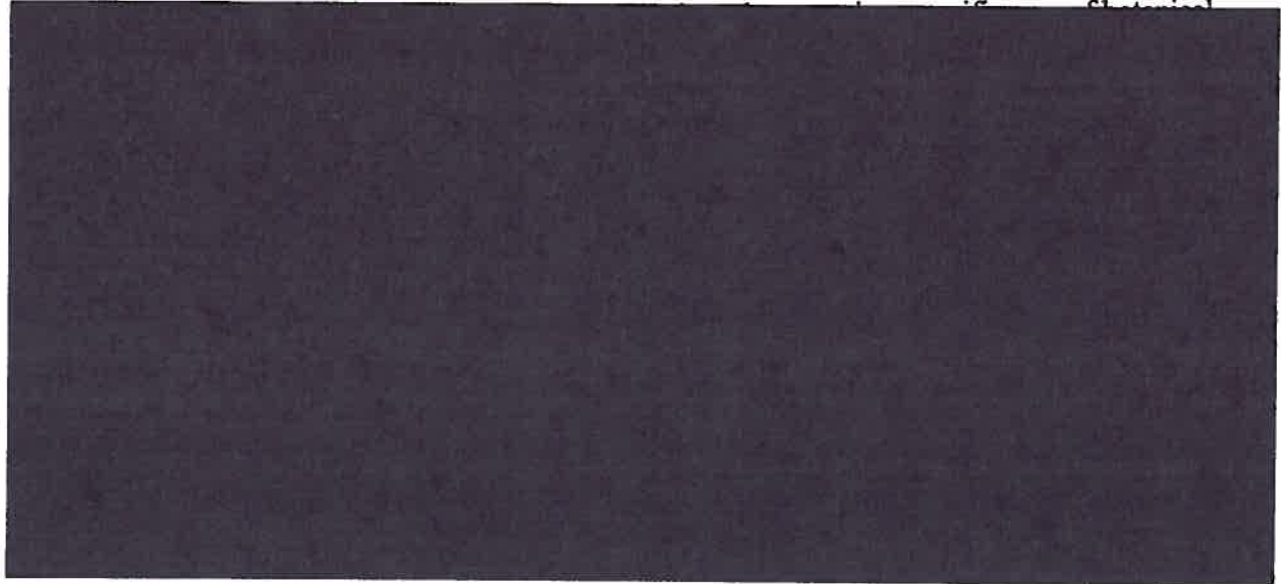


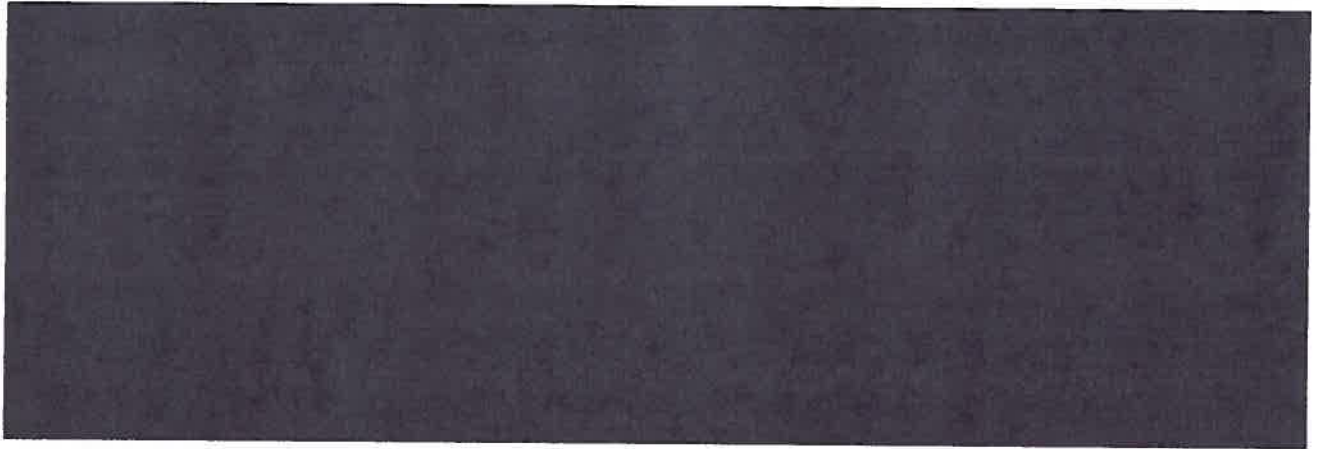


***I. Proposal Focus***

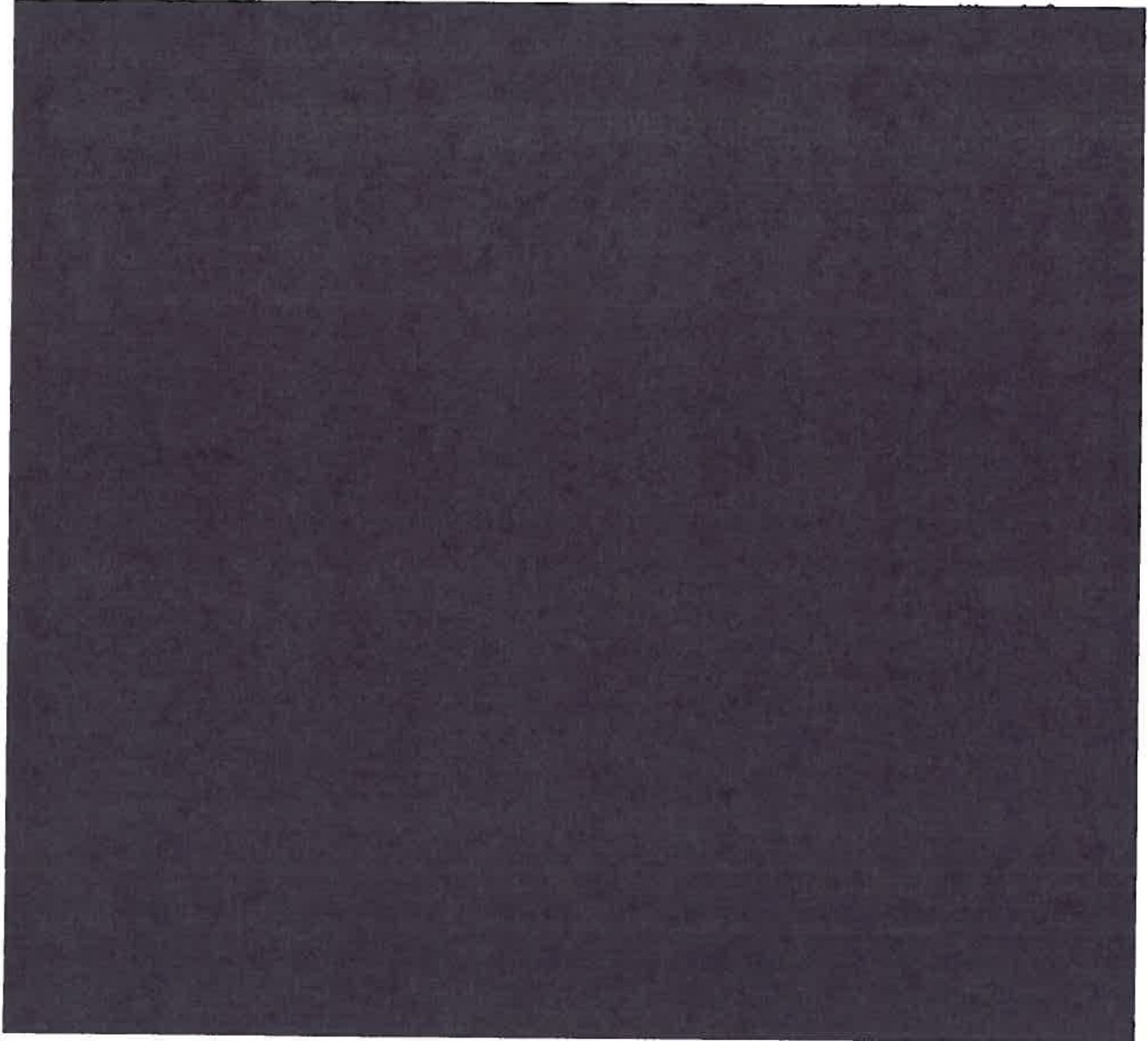


***II. Selected countries***

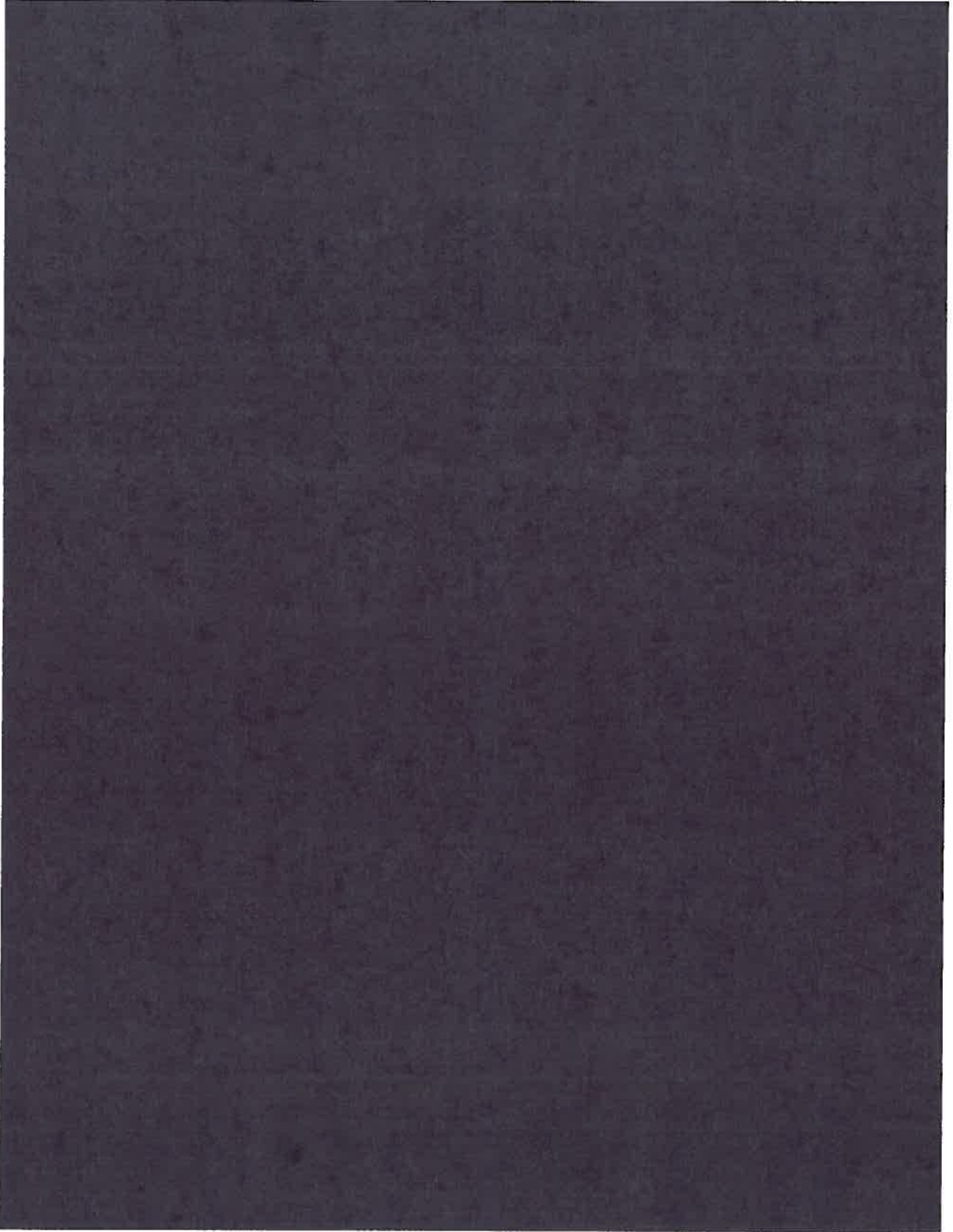




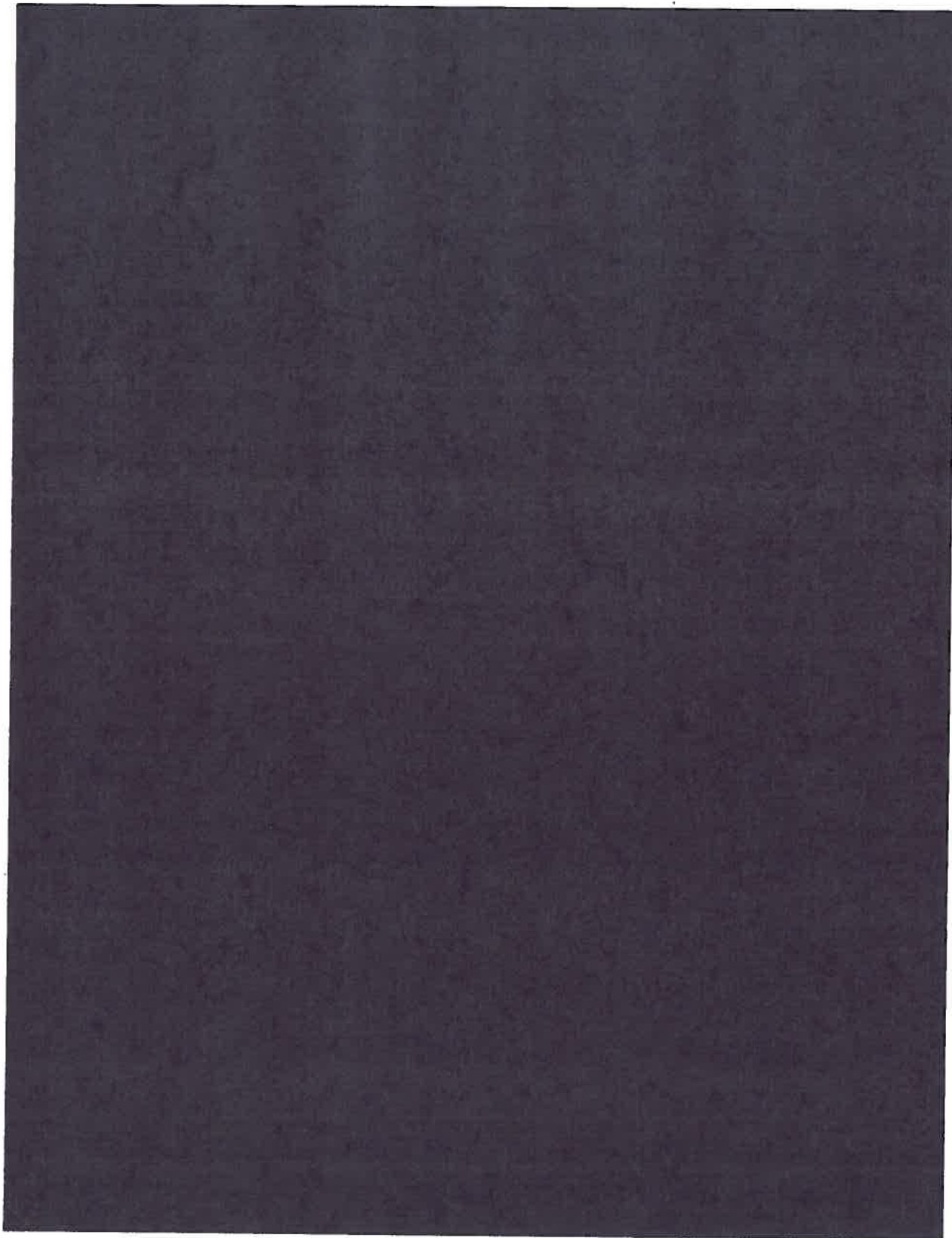
***III. Technical approach and Project Interventions***



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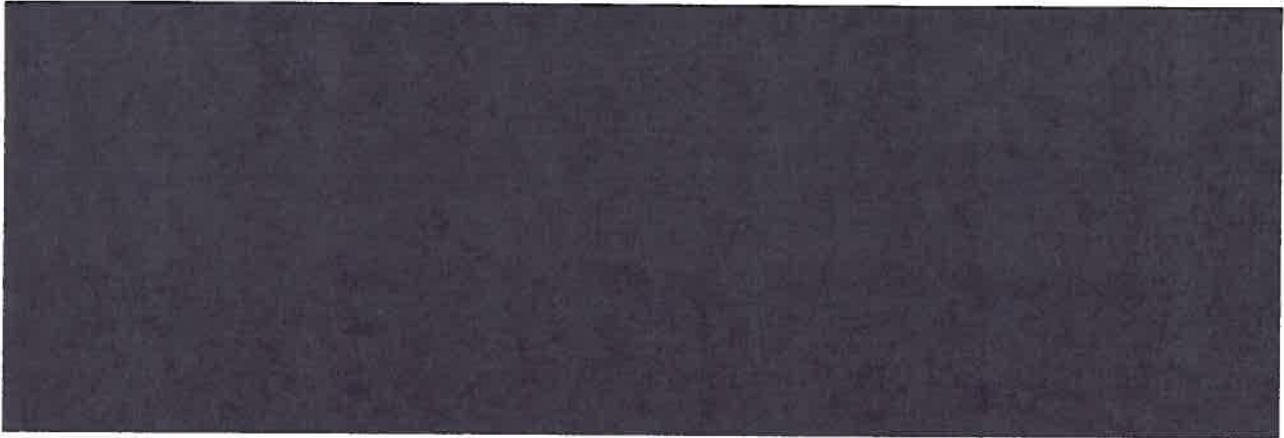


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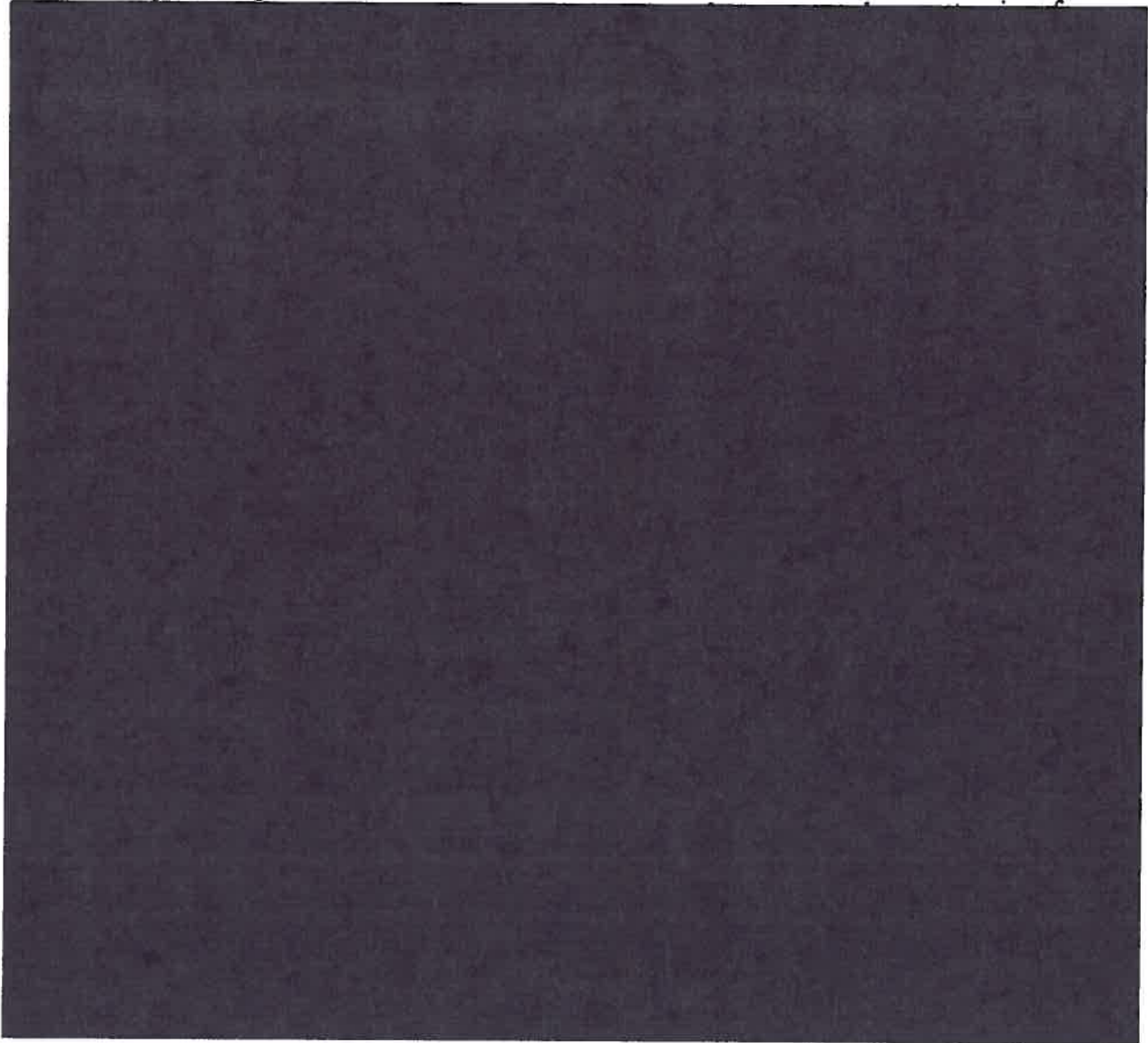




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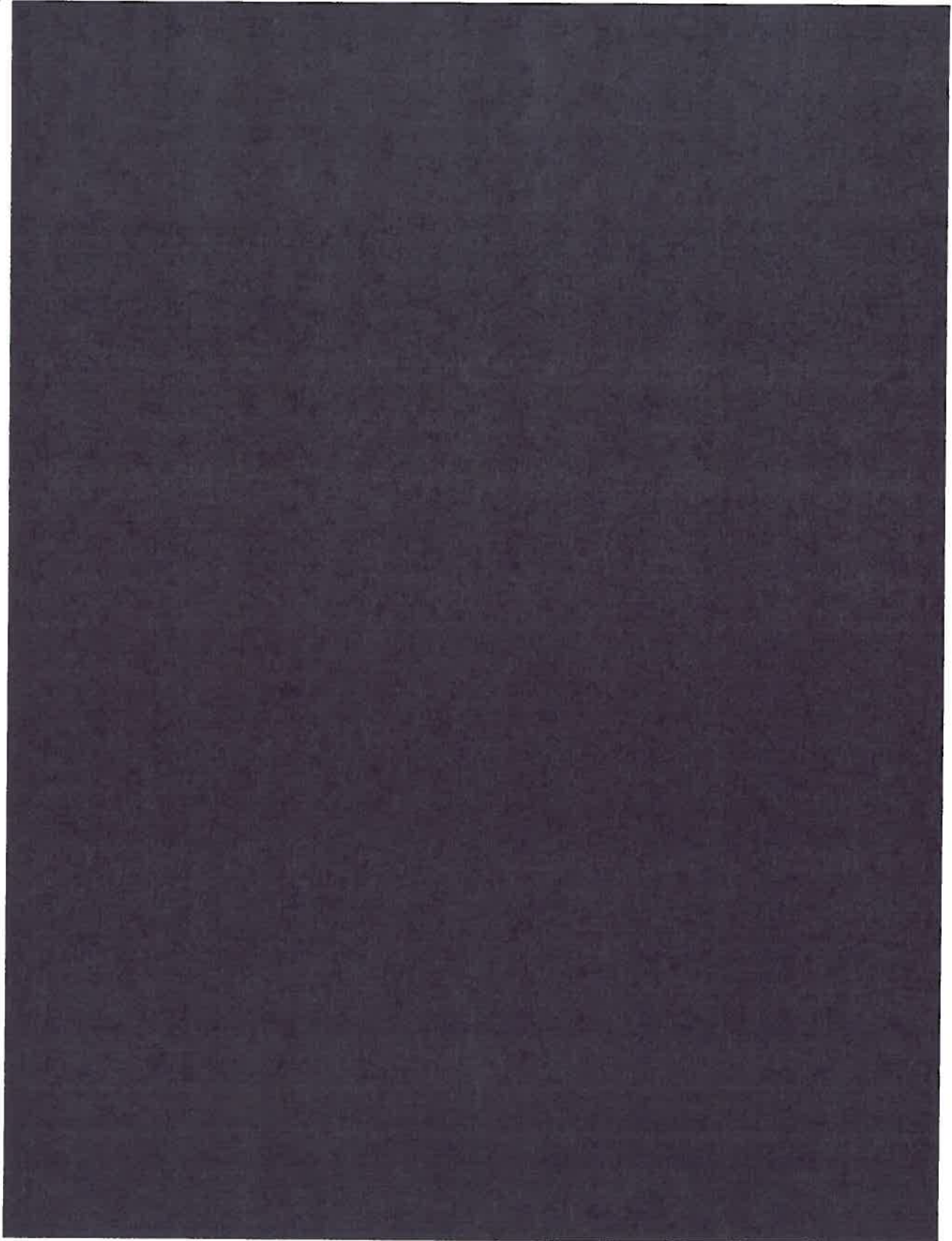


**IV. *Project Design***

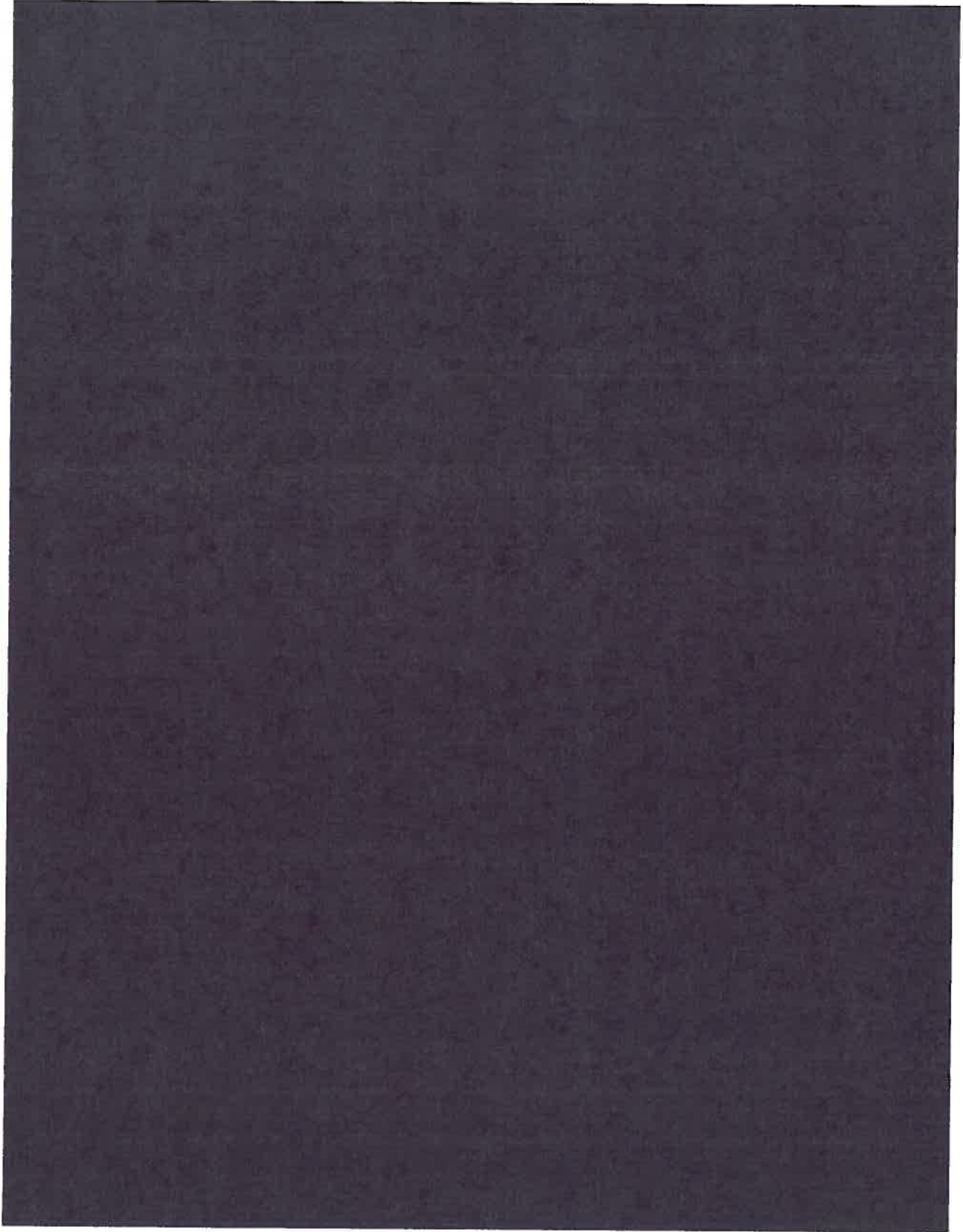




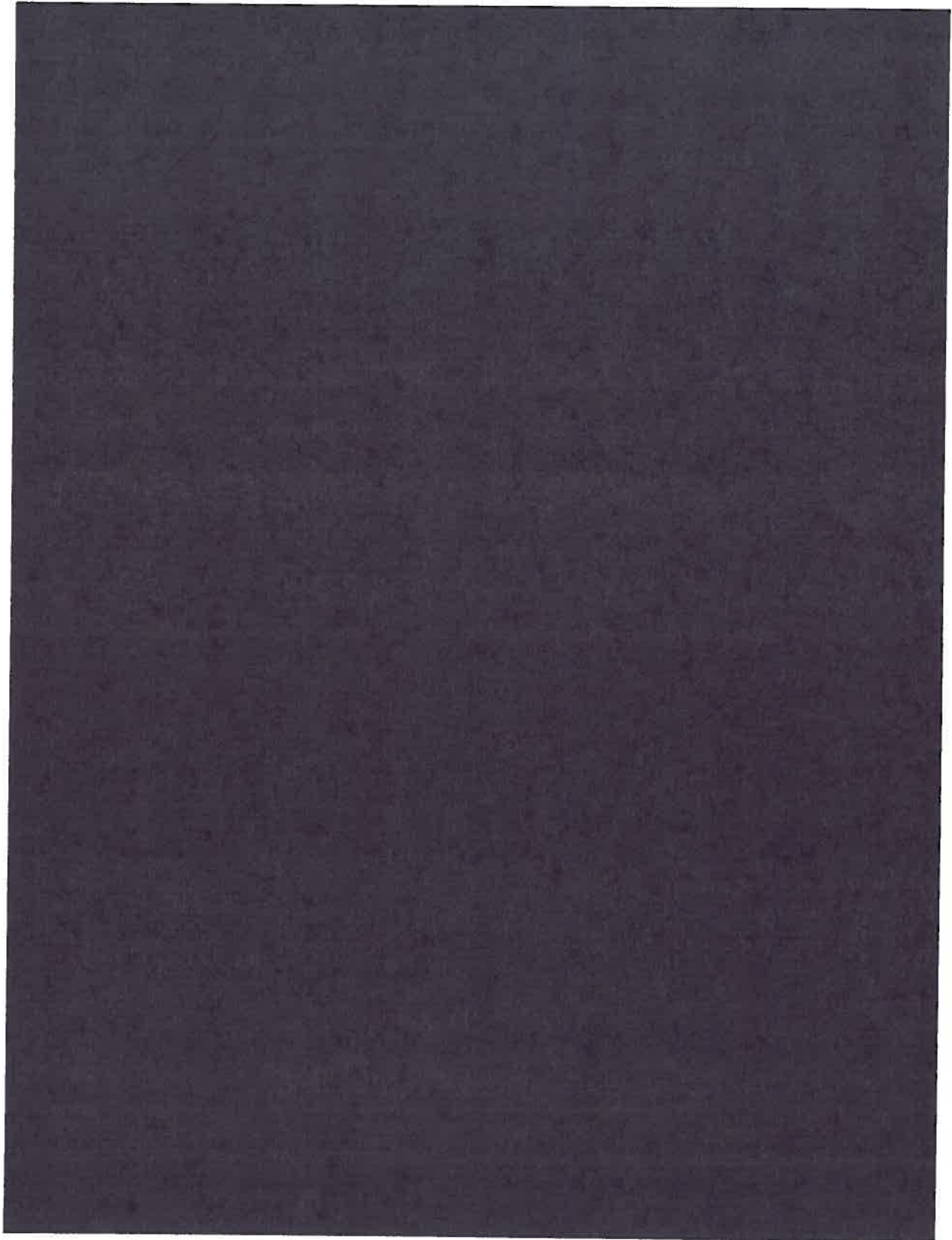
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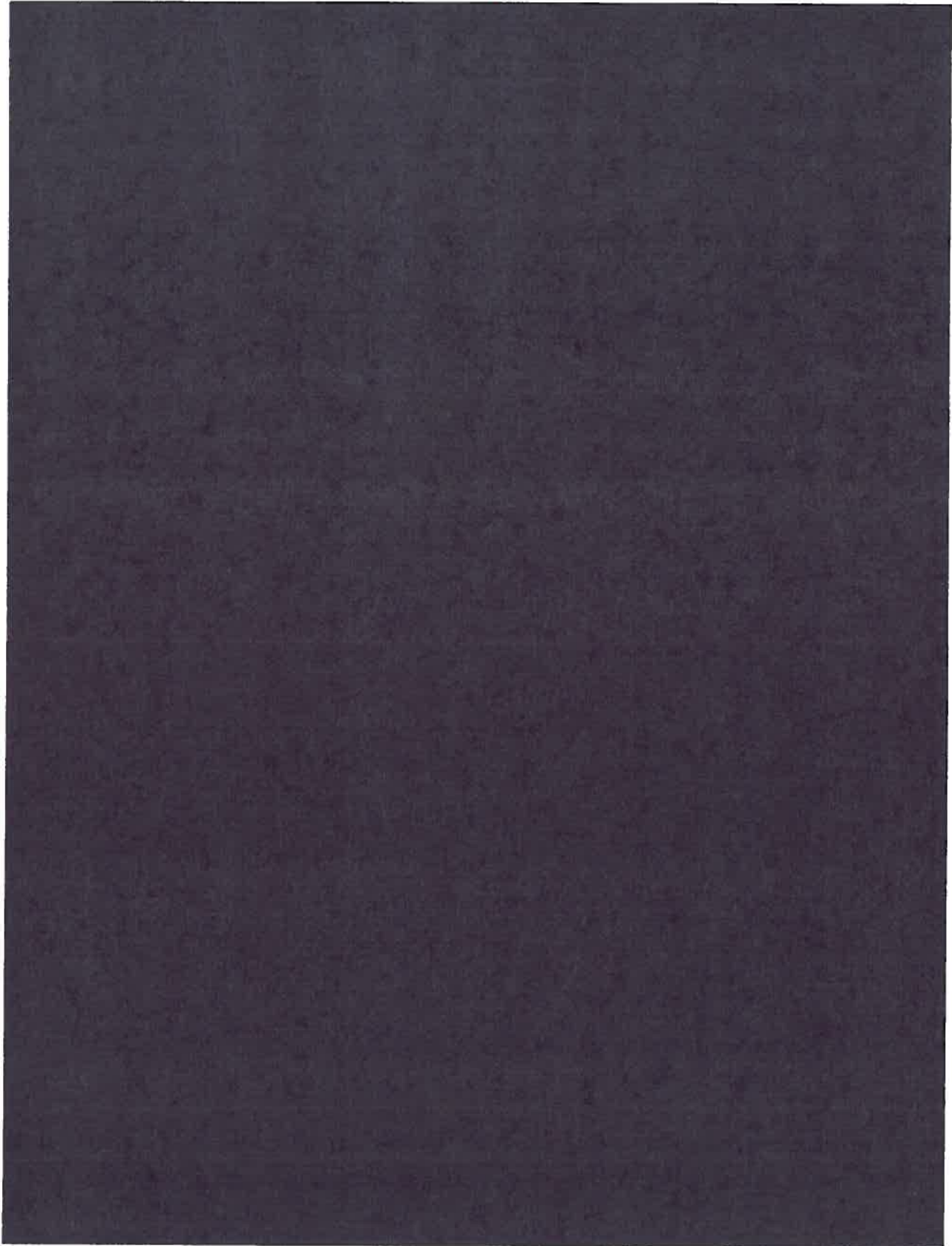
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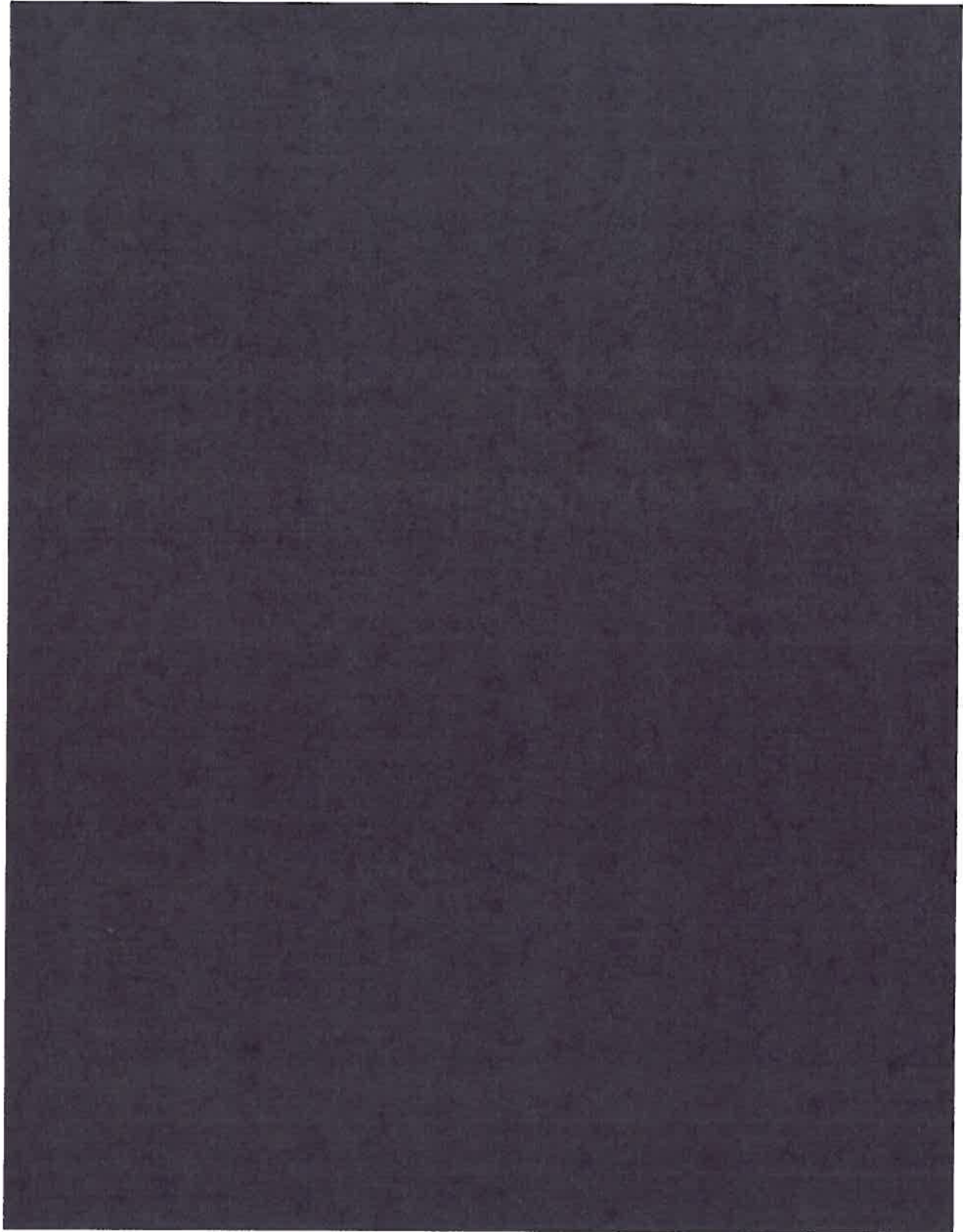
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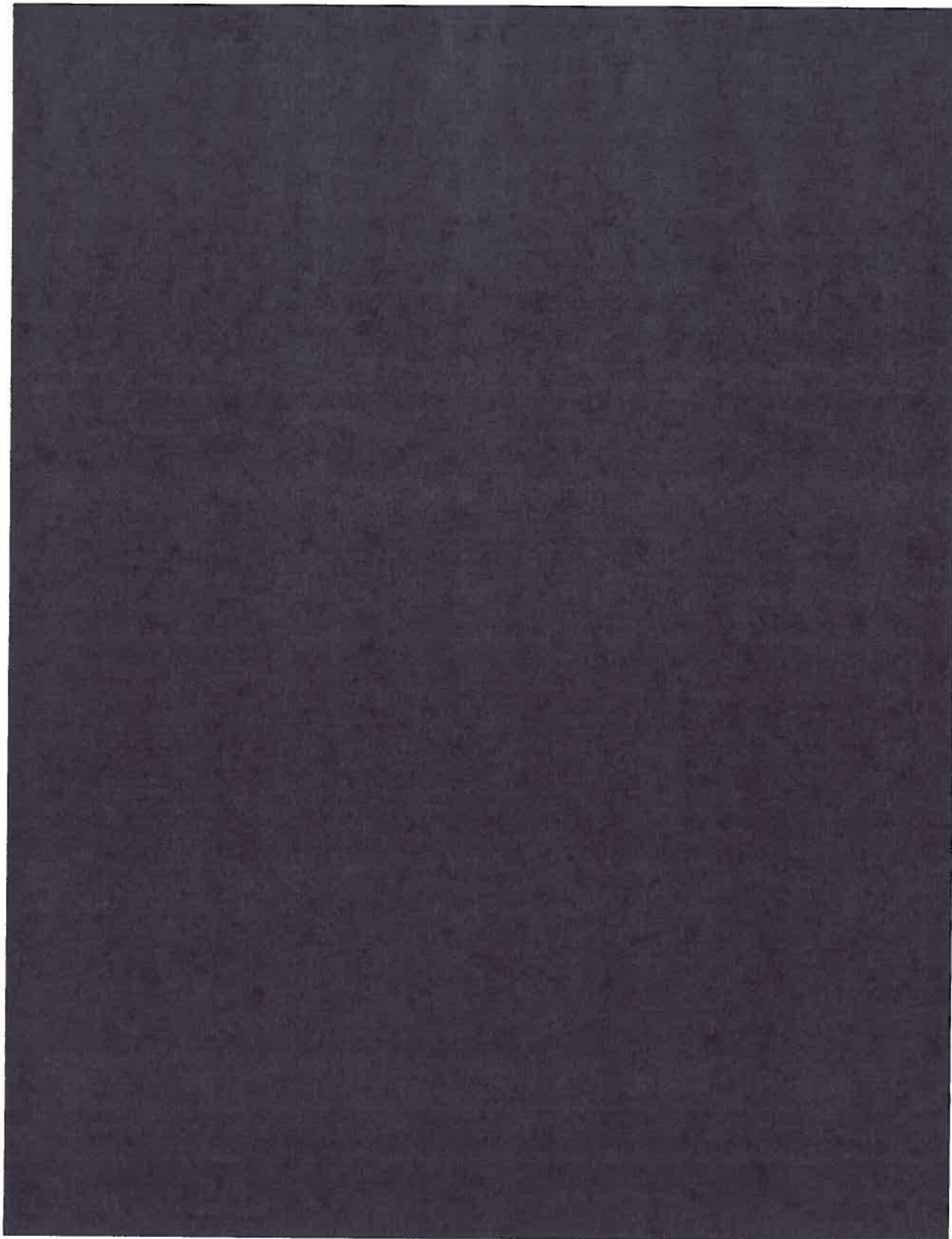


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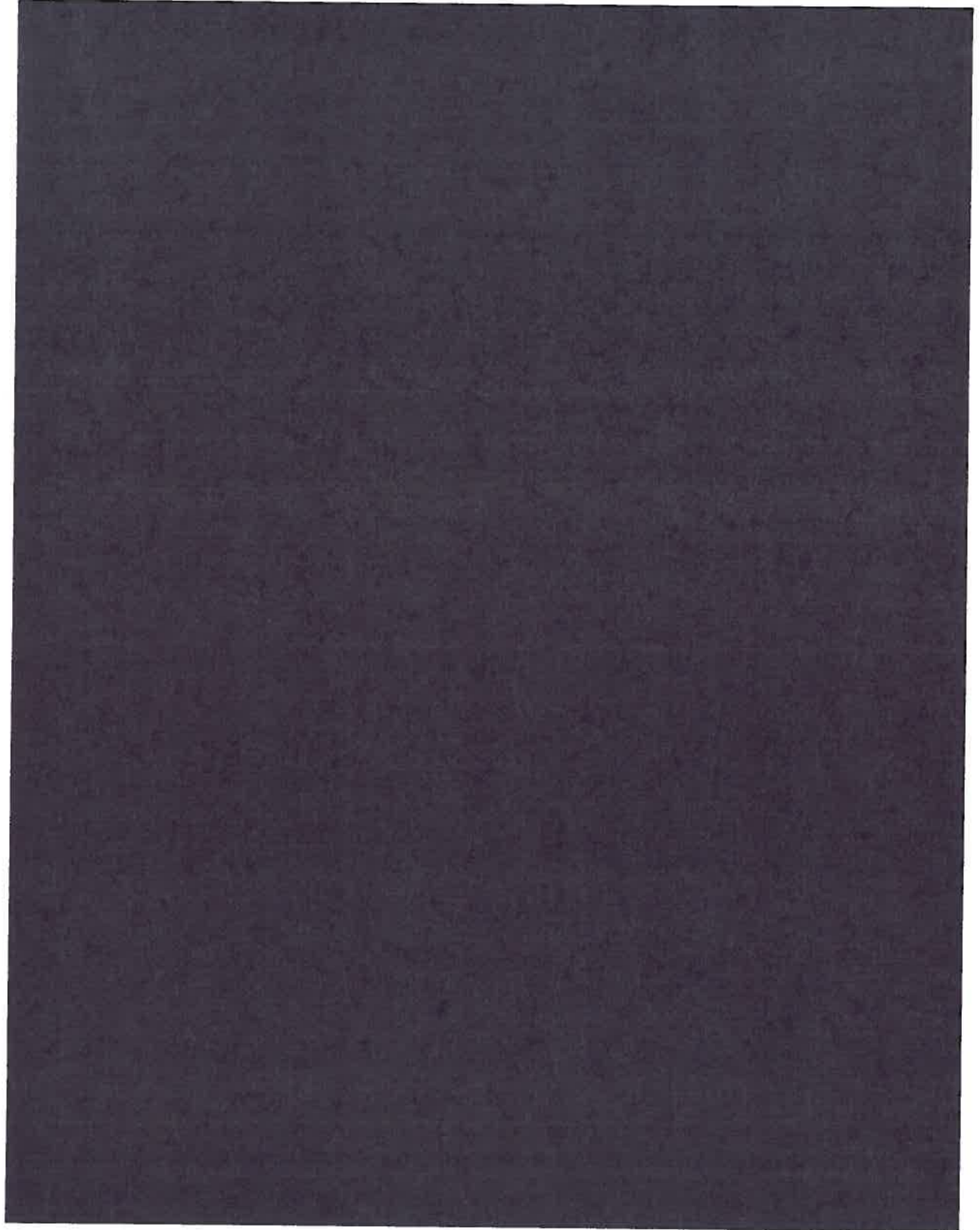




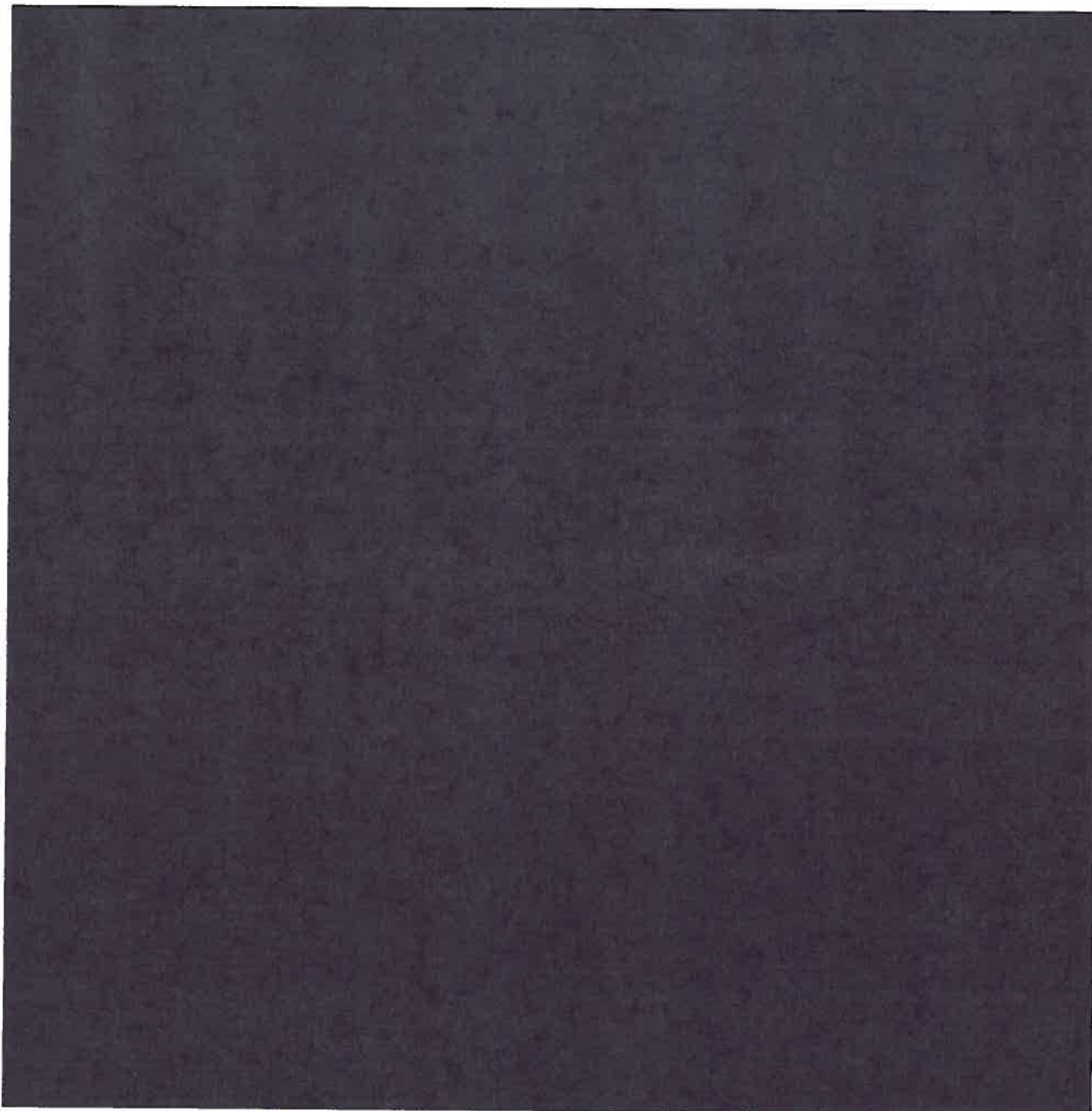
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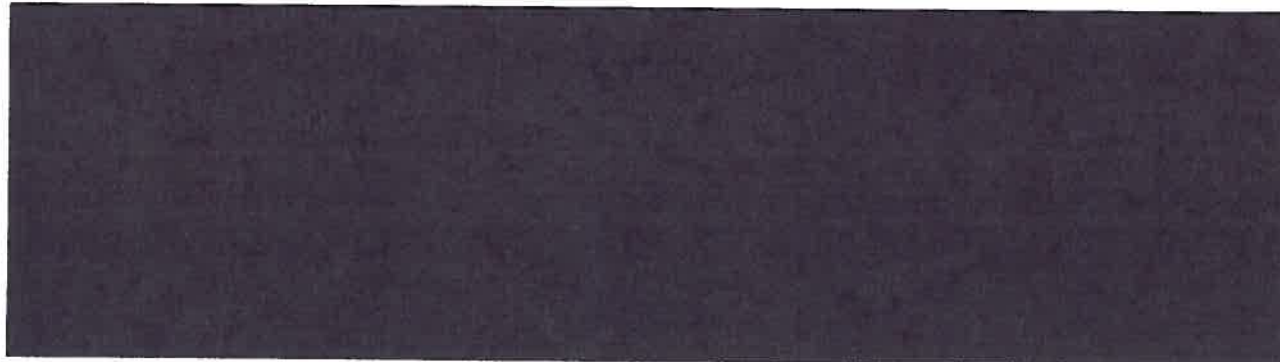
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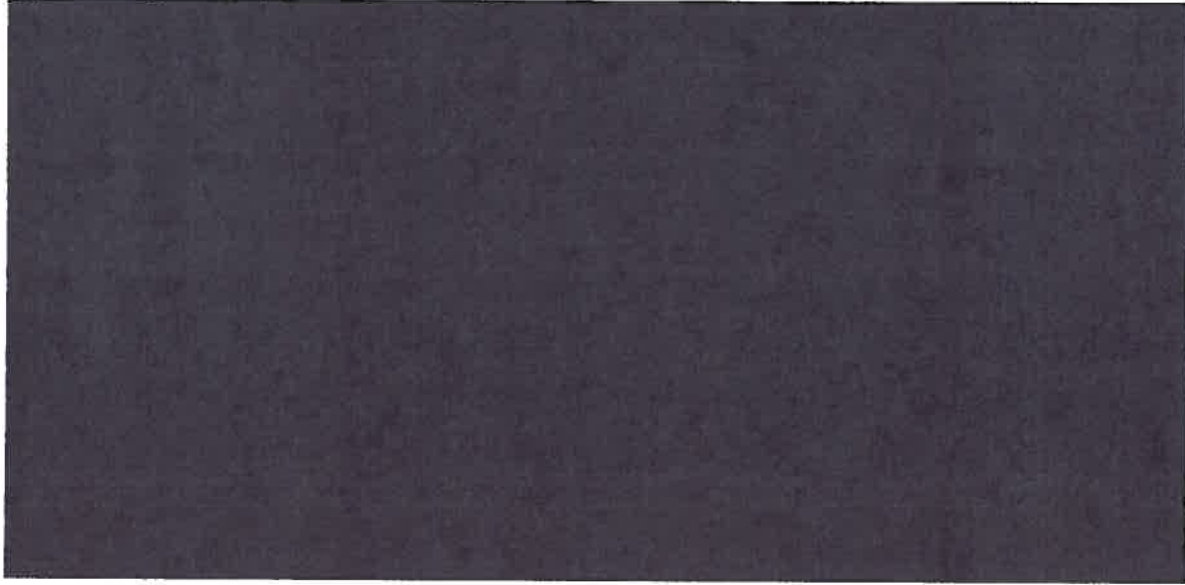


**Subsection 2 - Expected Accomplishments and Project Targets**



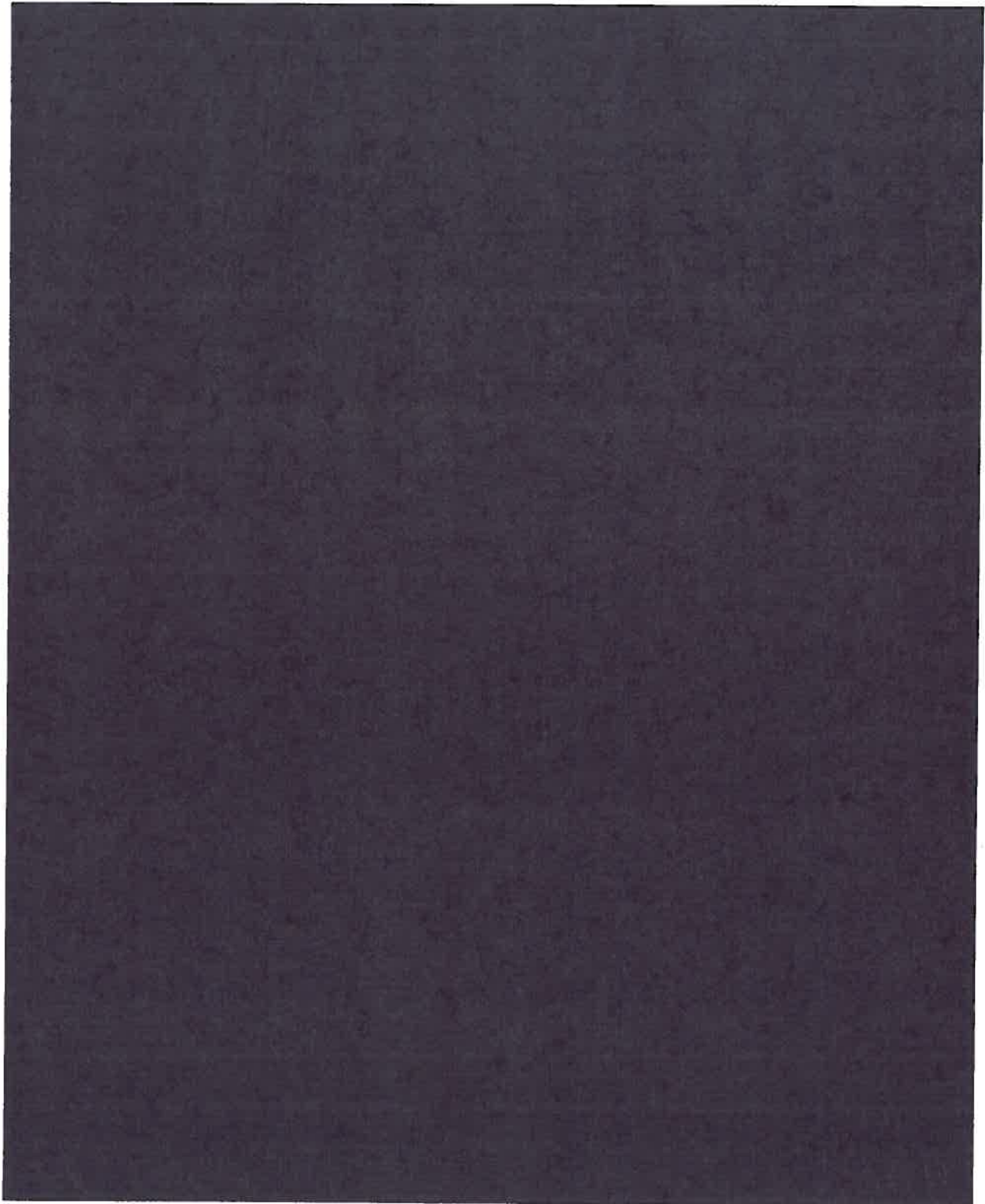


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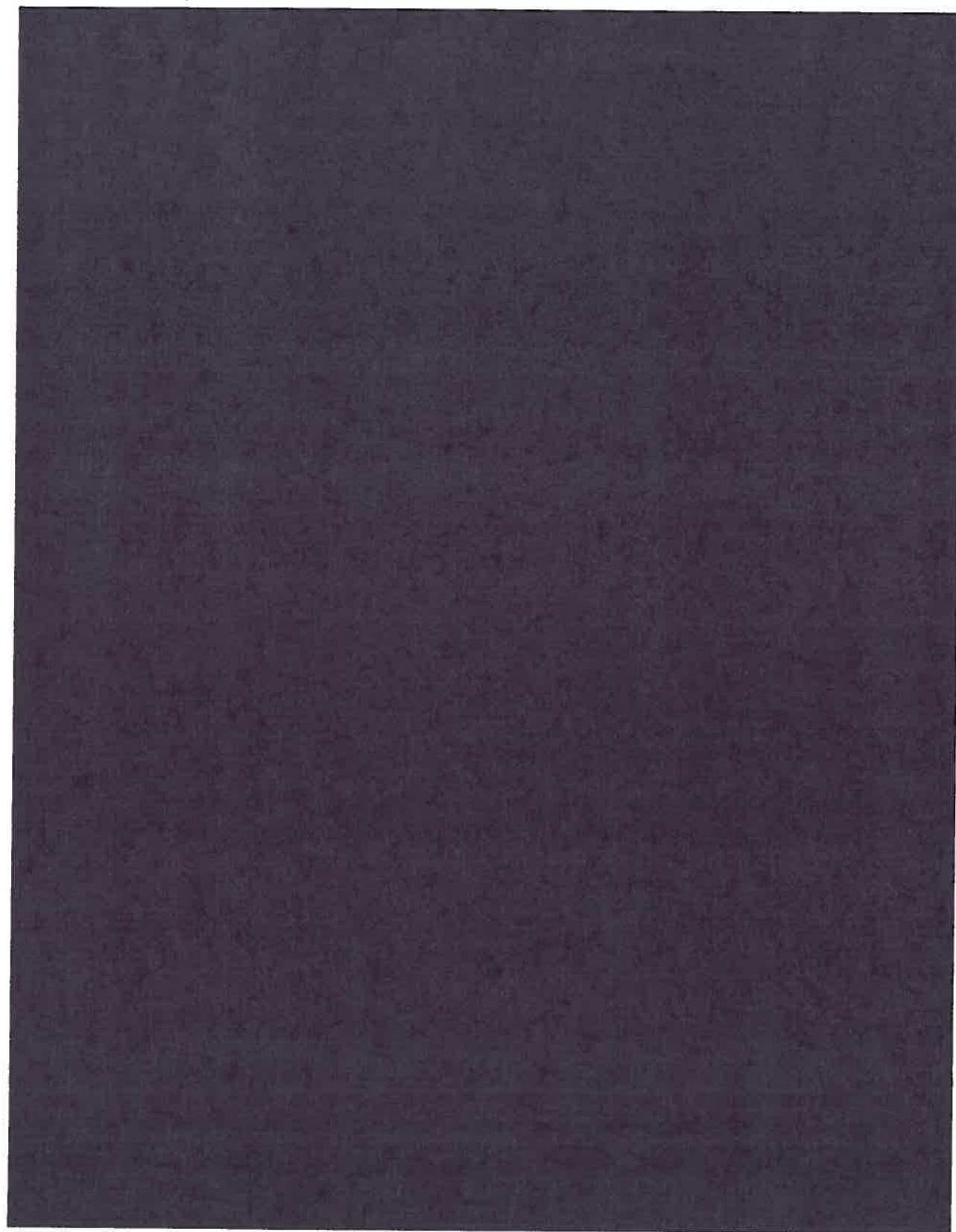


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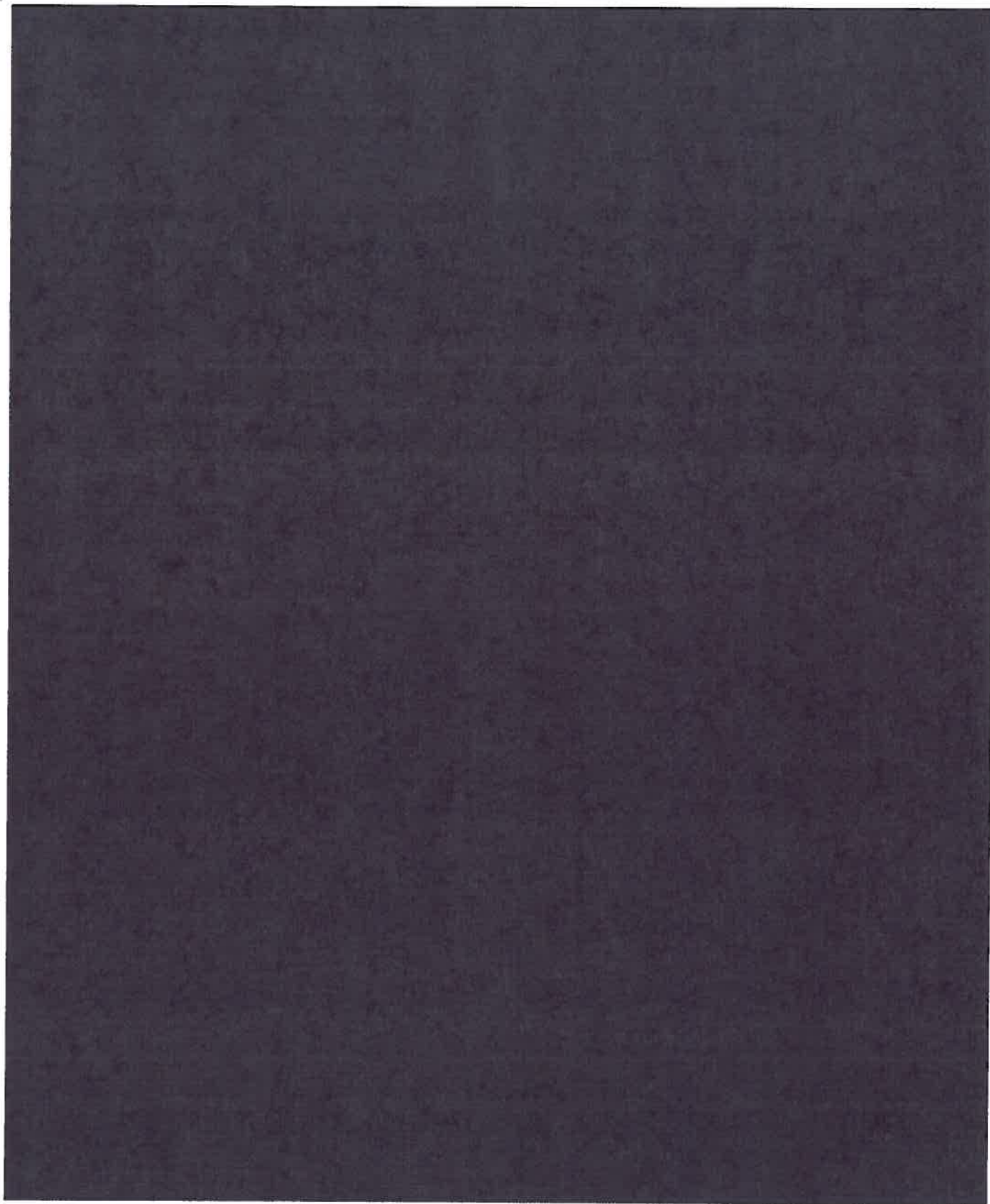
**Subsection 3 - Economic Potential (Selection Criteria 2A)**



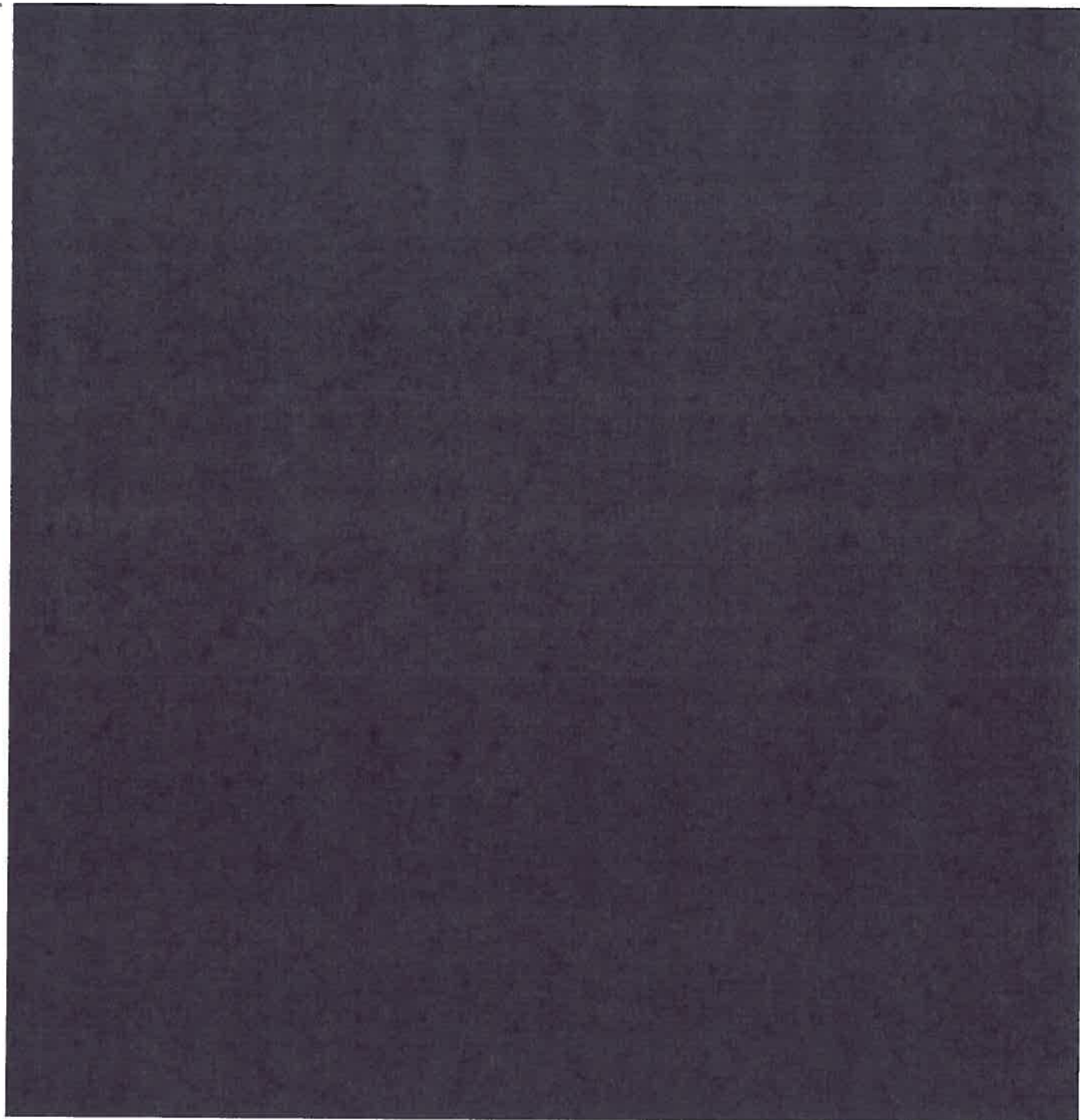
This page has been redacted to remove specific details of a research project in accordance with N.J.S.A. 47:1A-1.1 (exempting "pedagogical, scholarly and/or academic research records and/or the specific details of any research project conducted under the auspices of a public higher education institution in New Jersey").



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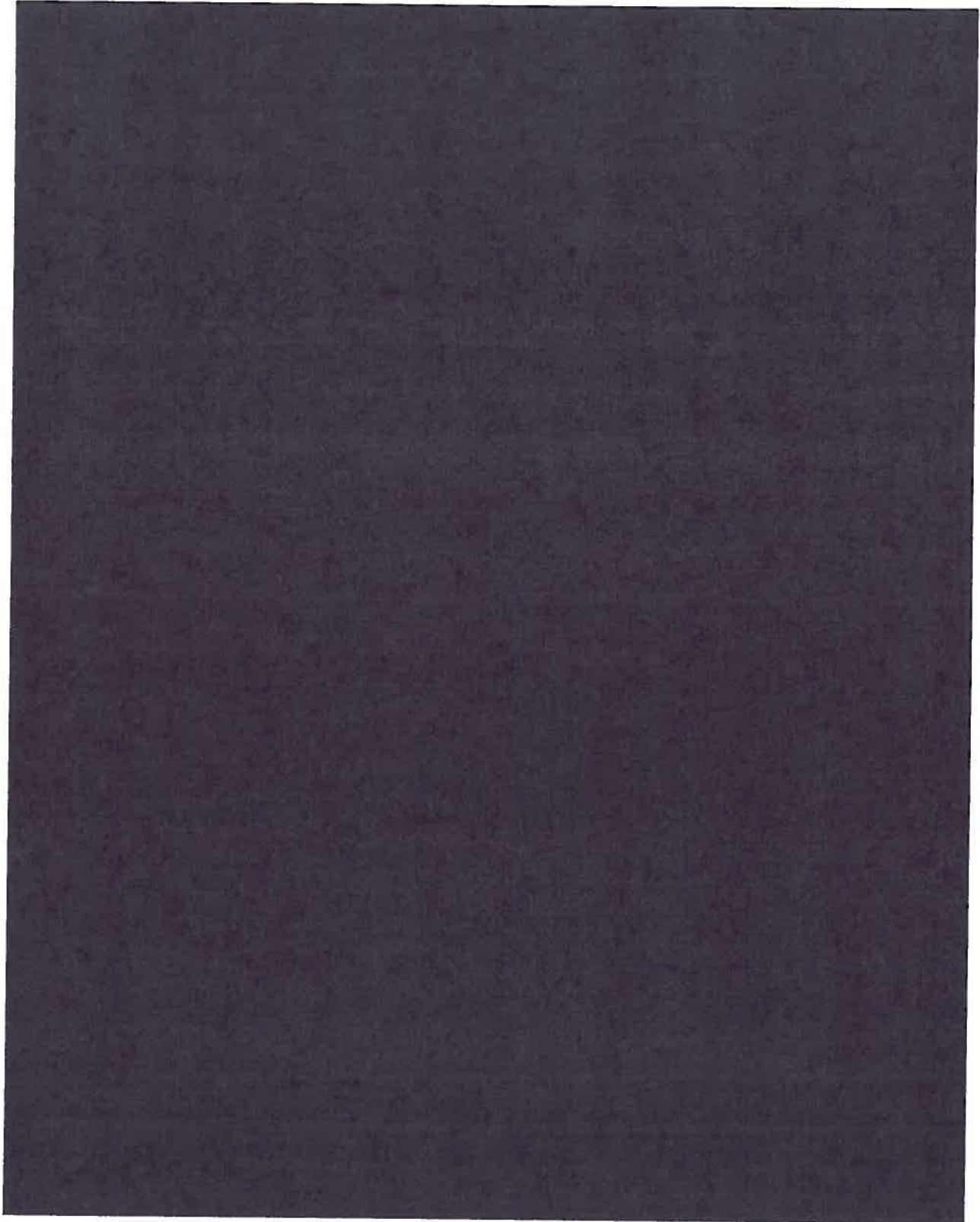
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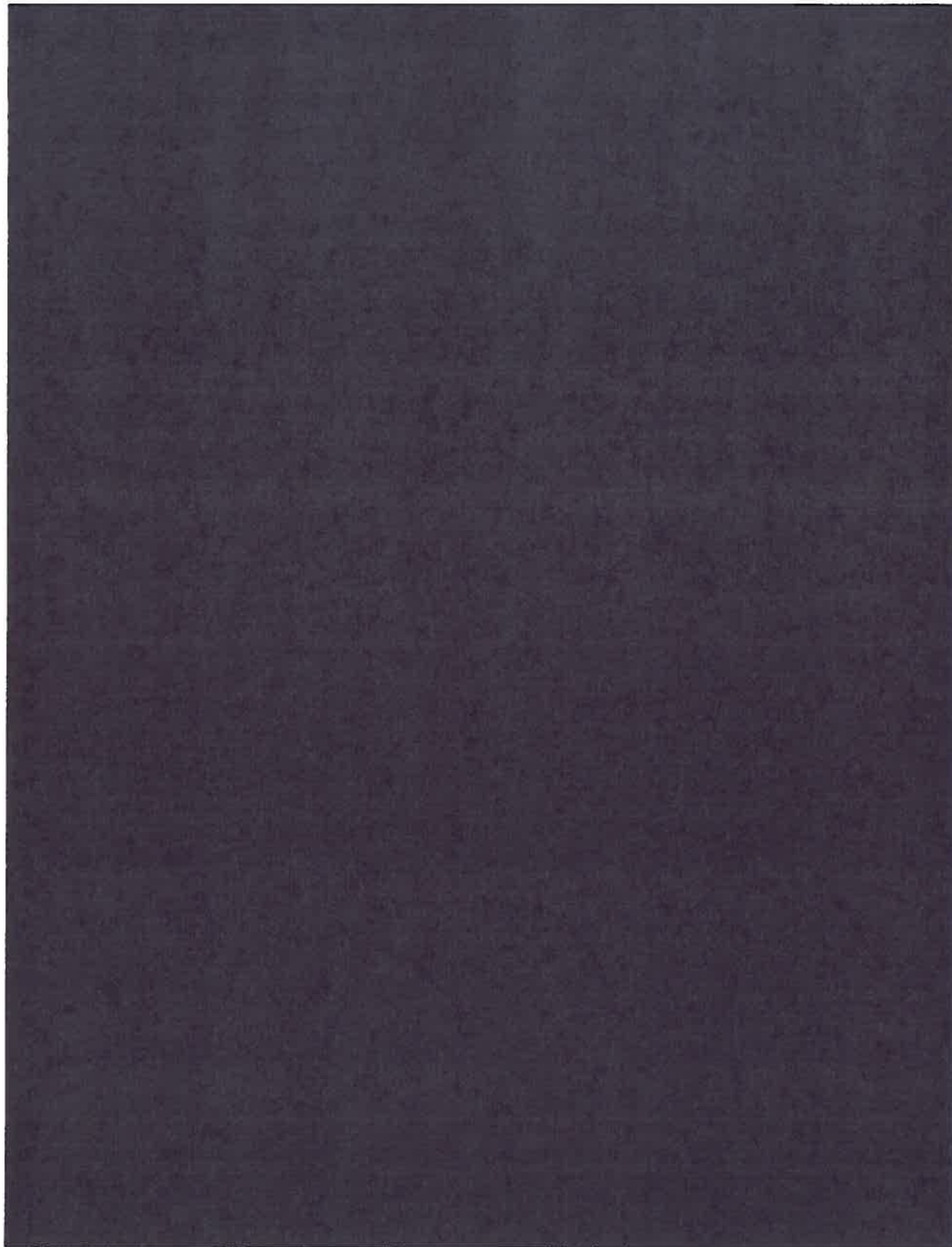


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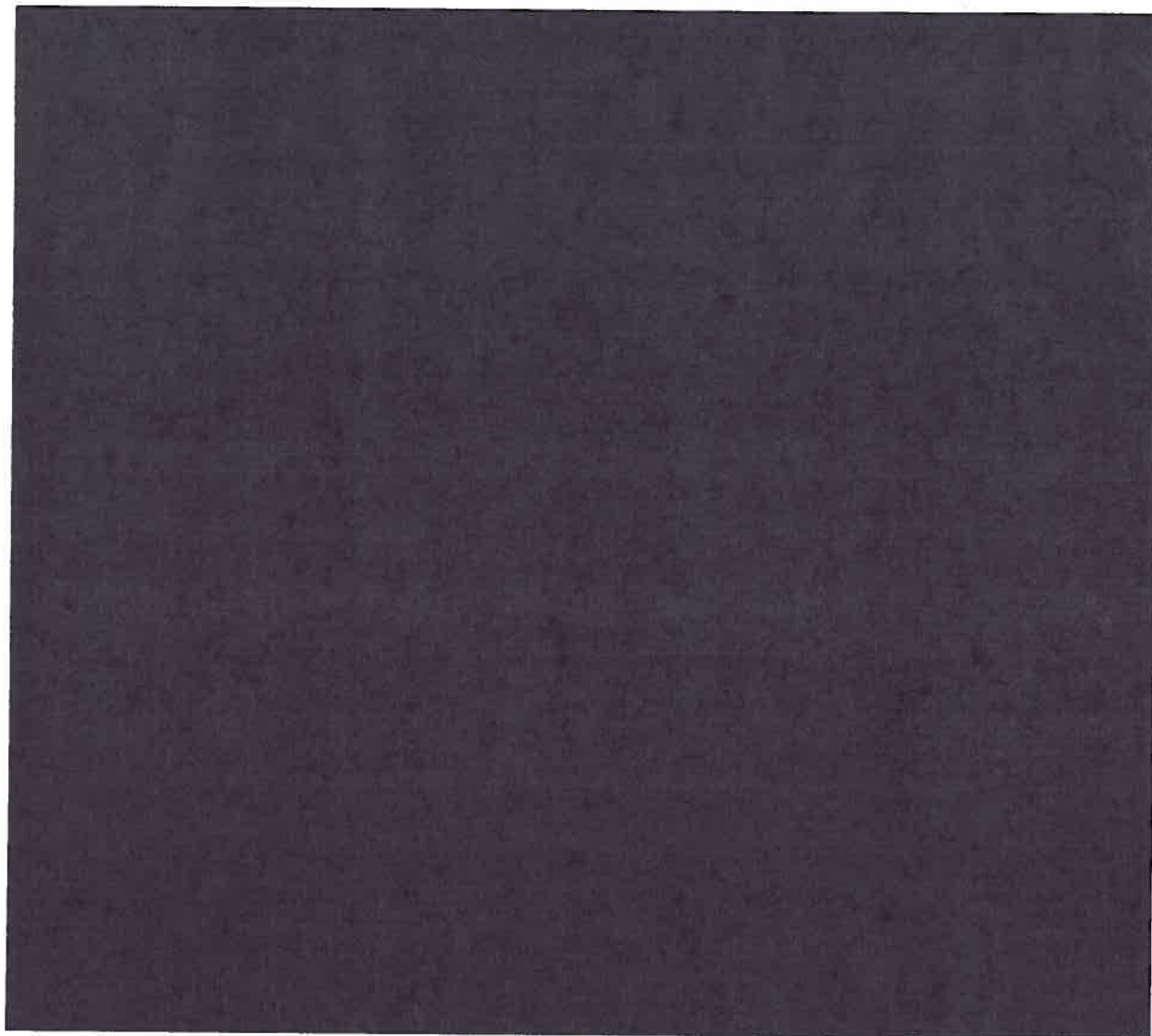
**Subsection 4 - Technical Feasibility (Selection Criteria 2B)**



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[END OF ATTACHMENT 2]



## **ATTACHEMENT THREE: STANDARD PROVISIONS FOR U.S., NONGOVERNMENTAL RECIPIENTS**

### **C.1 APPLICABILITY OF 22 CFR PART 226 (APRIL 1998)**

(a) All provisions of 22 CFR Part 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 shall assure that subrecipients have copies of all the attached standard provisions.

(b) For any subawards made with entities which fall outside of the definition of "Recipient" (such as Non-US organizations) the Recipient shall include the applicable "Standard Provisions for Non-US Nongovernmental Grantees" except for the "Accounting, Audit and Records" Standard Provision. Recipients are required to ensure compliance with subrecipient monitoring procedures in accordance with OMB Circular A-133 and shall insert an appropriate provision on accounting, audit and records.

### **C.2 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.

### **C.3 NONDISCRIMINATION (MAY 1986)**

No U.S. citizen or legal resident shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this award on the basis of race, color, national origin, age, handicap, or sex.

### **C.4 INVESTMENT PROMOTION (JANUARY 1994)**

No funds or other support provided hereunder may be used in a project or activity reasonably likely to involve the relocation or expansion outside of the United States of an enterprise located in the United States if non-U.S. production in such relocation or expansion replaces some or all

of the production of, and reduces the number of employees at, said enterprise in the United States. No funds or other support provided hereunder may be used in a project or activity the purpose of which is the establishment or development in a foreign country of any export processing zone or designated area where the labor, environmental, tax, tariff, and safety laws of the country would not apply, without the prior written approval of USAID. No funds or other support provided hereunder may be used in a project or activity which contributes to the violation of internationally recognized rights of workers in the recipient country, including those in any designated zone or area in that country.

#### **C.5 NONLIABILITY (NOVEMBER 1985)**

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

#### **C.6 AMENDMENT (NOVEMBER 1985)**

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

#### **C.7 NOTICES (NOVEMBER 1985)**

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

To the USAID Agreement Officer, at the address specified in the award.

To recipient, at recipient's address shown in the award or to such other address designated within the award Notices shall be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

#### **C.8 SUBAGREEMENTS (JUNE 1999)**

Subrecipients, subawardees, and contractors have no relationship with USAID under the terms of this agreement. All required USAID approvals must be directed through the recipient to USAID.

## **C.9 OMB APPROVAL UNDER THE PAPERWORK REDUCTION ACT (APRIL 1998)**

Information collection requirements imposed by this grant are covered by OMB approval number 0412-0510; the current expiration date is 11/30/2000. Identification of the Standard Provision 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 set forth below.

Standard Provision -----	Burden Estimate -----
Air Travel and Transportation	1 (hour)
Ocean Shipment of Goods	.5
Patent Rights	.5
Publications	.5
Negotiated Indirect Cost Rates - (Predetermined and Provisional)	1
Voluntary Population Planning	.5
Protection of the Individual as a 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

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Procurement, Policy Division (M/OP/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.

## **C.10 USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (APRIL 1998)**

(a) Ineligible and Restricted Goods and Services: USAID's policy on ineligible and restricted goods and services is contained in ADS Chapter 312.

(1) Ineligible Goods and Services. Under no circumstances shall the recipient procure any of the following under this award:

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

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

(3) Restricted Goods. The recipient shall not procure any of the following goods and services without the prior approval of the Agreement Officer:

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

Prior approval will be deemed to have been met when:

- (i) the item is of US source/origin;
- (ii) the item has been identified and incorporated in the program description or schedule of the award (initial or revisions), or amendments to the award; and
- (iii) the costs related to the item are incorporated in the approved budget of the award.

Where the item has not been incorporated into the award as described above, a separate written authorization from the Agreement Officer must be provided before the item is procured.

(b) Source and Nationality: The eligibility rules for goods and services based on source and nationality are divided into two categories. One applies when the total procurement element during the life of the award is over \$250,000, and the other applies when the total procurement element during the life of the award is not over \$250,000, or the award is funded under the Development Fund for Africa (DFA) regardless of the amount. The total procurement element includes procurement of all goods (e.g., equipment, materials, supplies) and services. Guidance on the eligibility of specific goods or services may be obtained from the Agreement Officer. USAID policies and definitions on source, origin and nationality are contained in 22 CFR Part 228, Rules on Source, Origin and Nationality for Commodities and Services Financed by the Agency for International Development, which is incorporated into this Award in its entirety.

(1) For DFA funded awards or when the total procurement element during the life of this award is valued at \$250,000 or less, the following rules apply:

(i) The authorized source for procurement of all goods and services to be reimbursed under the award is USAID Geographic Code 935, "Special Free World," and such goods and services must meet the source, origin and nationality requirements set forth in 22 CFR Part 228 in accordance with the following order of preference:

- (A) The United States (USAID Geographic Code 000),
- (B) The Cooperating Country,
- (C) USAID Geographic Code 941, and
- (D) USAID Geographic Code 935

(ii) Application of order of preference: When the recipient procures goods and services from other than U.S. sources, under the order of preference in paragraph (b)(1)(i) above, the recipient shall document its files to justify each such instance. The documentation shall set forth the circumstances surrounding the procurement and shall be based on one or more of the following reasons, which will be set forth in the grantee's documentation:

- (A) The procurement was of an emergency nature, which would not allow for the delay attendant to soliciting U.S. sources,
- (B) The price differential for procurement from U.S. sources exceeded by 50% or more the delivered price from the non-U.S. source,
- (C) Compelling local political considerations precluded consideration of U.S. sources,
- (D) The goods or services were not available from U.S. sources, or

(E) Procurement of locally available goods and services, as opposed to procurement of U.S. goods and services, would best promote the objectives of the Foreign Assistance program under the award.

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

(c) Printed or Audio-Visual Teaching Materials: If the effective use of printed or audio-visual teaching materials depends upon their being in the local language and if such materials are intended for technical assistance projects or activities financed by USAID in whole or in part and if other funds including U.S.-owned or U.S.-controlled local currencies are not readily available to finance the procurement of such materials, local language versions may be procured from the following sources, in order of preference:

- (1) The United States (USAID Geographic Code 000),
- (2) The Cooperating Country,
- (3) "Selected Free World" countries (USAID Geographic Code 941), and
- (4) "Special Free World" countries (USAID Geographic Code 899).

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

This provision must be included in all subagreements which include procurement of goods or services which total over \$5,000.

#### **C.11 CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY (NOVEMBER 1985)**

Upon arrival in the Cooperating Country, and from time to time as appropriate, the recipient's chief of party shall consult with the Mission Director who shall provide, in writing, the procedure the recipient and its employees shall 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.

## **C.12 USE OF POUCH FACILITIES (AUGUST 1992)**

(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, D.C. 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 shall be 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.

### **C.13 INTERNATIONAL AIR TRAVEL AND TRANSPORTATION (JUNE 1999)**

#### **(a) PRIOR BUDGET APPROVAL**

In accordance with OMB Cost Principles, direct charges for foreign travel costs are allowable only when each foreign trip has received prior budget approval. Such approval will be deemed to have been met when:

(1) the trip is identified. Identification is accomplished by providing the following information: the number of trips, the number of individuals per trip, and the destination country(s).

(2) the information noted at (a)(1) above is incorporated in: the proposal, the program description or schedule of the award, the implementation plan (initial or revisions), or amendments to the award; and

(3) the costs related to the travel are incorporated in the approved budget of the award.

The Agreement Officer may approve travel which has not been incorporated in writing as required by paragraph (a)(2). In such case, a copy of the Agreement Officer's approval must be included in the agreement file.

#### **(b) NOTIFICATION**

(1) As long as prior budget approval has been met in accordance with paragraph (a) above, a separate Notification will not be necessary unless:

(i) the primary purpose of the trip is to work with USAID Mission personnel, or

(ii) the recipient expects significant administrative or substantive programmatic support from the Mission. Neither the USAID Mission nor the Embassy will require Country Clearance of employees or contractors of USAID Recipients.

(2) Where notification is required in accordance with paragraph (1)(i) or (ii) above, the recipient will observe the following standards:

(i) Send a written notice to the cognizant USAID Technical Office in the Mission. If the recipient's primary point of contact is a Technical Officer in USAID/W, the recipient may send the notice to that person. It will be the responsibility of the USAID/W Technical Officer to forward the notice to the field.



(ii) The notice should be sent as far in advance as possible, but at least 14 calendar days in advance of the proposed travel. This notice may be sent by fax or e-mail. The recipient should retain proof that notification was made.

(iii) The notification shall contain the following information: the award number, the cognizant Technical Officer, the traveler's name (if known), date of arrival, and the purpose of the trip.

(iv) The USAID Mission will respond only if travel has been denied. It will be the responsibility of the Technical Officer in the Mission to contact the recipient within 5 working days of having received the notice if the travel is denied. If the recipient has not received a response within the time frame, the recipient will be considered to have met these standards for notification, and may travel.

(v) If a subrecipient is required to issue a Notification, as per this section, the subrecipient may contact the USAID Technical Officer directly, or the prime may contact USAID on the subrecipient's behalf.

#### (c) SECURITY ISSUES

Recipients are encouraged to obtain the latest Department of State Travel Advisory Notices before travelling. These Notices are available to the general public and may be obtained directly from the State Department, or via Internet. Where security is a concern in a specific region, recipients may choose to notify the US Embassy of their presence when they have entered the country. This may be especially important for long-term posting.

#### (d) USE OF U.S.-OWNED LOCAL CURRENCY

Travel to certain countries shall, at USAID's option, be funded from U.S.-owned local currency. When USAID intends to exercise this option, USAID will either issue a U.S. Government S.F. 1169, Transportation Request (GTR) which the grantee may exchange for tickets, or issue the tickets directly. Use of such U.S.-owned currencies will constitute a dollar charge to this grant.

#### (e) THE FLY AMERICA ACT

The Fly America Act (49 U.S.C. 40118) requires that all air travel and shipments under this award must be made on U.S. flag air carriers to the extent service by such carriers is available. The Administrator of General Services Administration (GSA) is authorized to issue regulations for purposes of implementation. Those regulations may be found at 41 CFR part 301, and are hereby incorporated by reference into this award.

#### (f) COST PRINCIPLES

The recipient will be reimbursed for travel and the reasonable cost of subsistence, post differentials and other allowances paid to employees in international travel status in accordance

with the recipient's applicable cost principles and established policies and practices which are uniformly applied to federally financed and other activities of the grantee. If the recipient does not have written established policies regarding travel costs, the standard for determining the reasonableness of reimbursement for overseas allowance 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 subsistence, post differentials, and other allowances may be obtained from the Agreement Officer.

**(g) SUBAWARDS.**

This provision will be included in all subawards and contracts which require international air travel and transportation under this award.

**C.14 LOCAL PROCUREMENT (APRIL 1998)**

(a) Financing local procurement involves the use of appropriated funds to finance the procurement of goods and services supplied by local businesses, dealers or producers, with payment normally being in the currency of the cooperating country.

(b) Locally financed procurements must be covered by source and nationality waivers as set forth in 22 CFR 228, Subpart F, except as provided for in mandatory standard provision, "USAID Eligibility Rules for Goods and Services," or when one of the following exceptions applies:

(1) Locally available commodities of U.S. origin, which are otherwise eligible for financing, if the value of the transaction is estimated not to exceed \$100,000 exclusive of transportation costs.

(2) Commodities of geographic code 935 origin if the value of the transaction does not exceed the local currency equivalent of \$5,000.

(3) Professional Services Contracts estimated not to exceed \$250,000.

(4) Construction Services Contracts estimated not to exceed \$5,000,000.

(5) Commodities and services available only in the local economy (no specific per transaction value applies to this category). This category includes the following items:

(i) Utilities including fuel for heating and cooking, waste disposal and trash collection;

(ii) Communications - telephone, telex, fax, postal and courier services;

(iii) Rental costs for housing and office space;

(iv) Petroleum, oils and lubricants for operating vehicles and equipment;

(v) Newspapers, periodicals and books published in the cooperating country;

(vi) Other commodities and services and related expenses that, by their nature or as a practical matter, can only be acquired, performed, or incurred in the cooperating country, e.g., vehicle maintenance, hotel accommodations, etc.

(c) The coverage on ineligible and restricted goods and services in the mandatory standard provision entitled, "USAID ELIGIBILITY RULES FOR GOODS AND SERVICES," also apply to local procurement.

(d) This provision will be included in all sub-agreements where local procurement of goods or services is a supported element.

(END OF STANDARD PROVISION)

#### **C.15 NEGOTIATED INDIRECT COST RATES – PREDETERMINED (APRIL 1998)**

(a) The allowable indirect costs shall 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 shall 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 shall 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 shall be based on the recipient's actual cost experience during the fiscal year. Negotiations of predetermined indirect cost rates shall begin soon after receipt of the recipient's proposal.

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

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

(e) Pending establishment of predetermined indirect cost rates for any fiscal year, the recipient shall 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 STANDARD PROVISION)

**C.16 NEGOTIATED INDIRECT COST RATES - PROVISIONAL (NONPROFIT)  
(APRIL 1998)**

(a) Provisional indirect cost rates shall 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 shall be reimbursed at the rates, on the bases, and for the periods shown in the schedule of the 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 shall 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 shall 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 Procurement, USAID, Washington, DC 20523-7802. The proposed rates shall be based on the recipient's actual cost experience during that fiscal year. Negotiations of final indirect cost rates shall begin soon after receipt of the recipient's proposal.

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

(d) The results of each negotiation shall be set forth in a written indirect cost rate agreement signed by both parties. Such agreement is automatically incorporated into this award and shall 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 shall 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 shall 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.

**C.17 PUBLICATIONS AND MEDIA RELEASES (JUNE 1999)**

(a) USAID shall be prominently acknowledged in all publications, videos or other information/media products funded or partially funded through this award, and the product shall state that the views expressed by the author(s) do not necessarily reflect those of USAID. Acknowledgements should identify the sponsoring USAID Office and Bureau or Mission as well as the U.S. Agency for International Development substantially as follows:

"This [publication, video or other information/media product (specify)] was made possible through support provided by the Office of \_\_\_\_\_ Bureau for

\_\_\_\_\_, U.S. Agency for International Development, under the terms of Award No. \_\_\_\_\_. The opinions expressed herein are those of the author(s) and do not necessarily reflect the views of the U.S. Agency for International Development."

(b) Unless the recipient is instructed otherwise by the Cognizant Technical Officer, publications, videos or other information/media products funded under this award and intended for general readership or other general use will be marked with the USAID logo and/or U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT appearing either at the top or at the bottom of the front cover or, if more suitable, on the first inside title page for printed products, and in equivalent appropriate location in videos or other information/media products. Logos and markings of co-sponsors or authorizing institutions should be similarly located and of similar size and appearance.

(c) The recipient shall provide the USAID Cognizant Technical Officer one copy of all published works developed under the award with lists of other written work produced under the award. In addition, the recipient shall submit one electronic or one hard copy of final documents (electronic copies are preferred) to PPC/CDIE/DIO at the following address:

USAID Development Experience Clearinghouse (DEC)  
ATTN: Document Acquisitions  
1611 Kent Street, Suite 200  
Arlington, VA 22209-2111  
Internet e-mail address: docsu**bs**mit@dec.cd**ie**.org  
Homepage: <http://www.dec.org>

Electronic documents may be submitted on 3.5" diskettes or as e-mail attachments, and should consist of only one electronic file that comprises the complete and final equivalent of the paper copy; otherwise, a hard copy should be sent. Acceptable software formats for electronic documents include Microsoft Word, WordPerfect, Microsoft Excel and Portable Document Format (PDF). Each document submitted to PPC/CDIE/DIO should include the following information: 1) descriptive title; 2) author(s) name; 3) award number; 4) sponsoring USAID office; 5) date of publication; 6) software name and version (if electronic document is sent).

(d) 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 shall be credited to the award unless the schedule of the award has identified the profits or royalties as program income.

(e) Except as otherwise provided in the terms and conditions of the award, the author or the recipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this award, but USAID reserves a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

(END OF STANDARD PROVISION)

## **C.18 PARTICIPANT TRAINING (APRIL 1998)**

(a) Definition: A participant is any non-U.S. individual being trained under this award outside of that individual's home country.

(b) Application of ADS Chapter 253: Participant training under this award shall comply with the policies established in ADS Chapter 253, Participant Training, except to the extent that specific exceptions to ADS 253 have been provided in this award with the concurrence of the Office of International Training.

(c) Orientation: In addition to the mandatory requirements in ADS 253, recipients are strongly encouraged to provide, in collaboration with the Mission training officer, predeparture orientation and orientation in Washington at the Washington International Center. The latter orientation program also provides the opportunity to arrange for home hospitality in Washington and elsewhere in the United States through liaison with the National Council for International Visitors (NCIV). If the Washington orientation is determined not to be feasible, home hospitality can be arranged in most U.S. cities if a request for such is directed to the Agreement Officer, who will transmit the request to NCIV through R&D/OIT.

(END OF STANDARD PROVISION)

## **C.19 PUBLIC NOTICES (AUGUST 1992)**

It is USAID's policy to inform the public as fully as possible of its programs and activities. The recipient is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments. Press releases or other public notices should 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."

The recipient may call on USAID's Office of External Affairs for advice regarding public notices. The recipient is requested to provide copies of notices or announcements to the cognizant technical officer and to USAID's Office of External Affairs as far in advance of release as possible.

## **C.20 COST SHARING (MATCHING) (JAN 2002)**

(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, origin 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.

#### **C.21 REGULATIONS GOVERNING EMPLOYEES (AUG 1992)**

- (a) The grantee's employees shall maintain private status and may not rely on local US Government offices or facilities for support while under this grant.
- (b) The sale of personal property or automobiles by grant employees and their dependents in the foreign country to which they are assigned shall be subject to the same limitations and prohibitions which apply to direct-hire AID personnel employed by the Mission, including the rules contained in 22 CFR Part 136, except as this may conflict with government regulations.
- (c) Other than work to be performed under this grant for which an employee is assigned by the grantee, no employee of the grantee shall engage directly or indirectly, either in the individual's own name or through an agency of another person, in any business, profession, or occupation in the foreign countries to which the individual is assigned, nor shall the individual make loans or investments to or in any business, profession or occupation in the foreign countries to which the individual is assigned.
- (d) The grantee'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 grantee employee is not in accordance with the preceding paragraphs, the grantee's chief of party shall consult with the AID Mission Director and the employee involved and shall recommend to the grantee 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 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, under either (e) or (f) above, that the such employee shall be terminated, the grantee shall use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.

**(END OF STANDARD PROVISION)**

## **C.22 COMMUNICATIONS PRODUCTS (OCT 1994)**

(a) Definition - Communications products are any printed material (other than non-color photocopy material), photographic services or video production services.

(b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the agreement or approved in writing by the agreement officer. A copy of the standards for USAID-financed publications and video productions is attached.

(c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the agreement schedule or in writing by the Agreement Officer:

(1) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.

(2) Any communication products that will be sent directly to, or is likely to be seen by, a Member of Congress or Congressional staffer.

(3) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to PPC/CDIE and other USAID/W offices for internal use).

**(END OF STANDARD PROVISION)**

## **C.23 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, shall 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 shall 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 shall be turned over to the owner of title or disposed of in accordance with its instructions. All performance guarantees and warranties obtained from suppliers shall be taken in the name of the title owner.

(b) The recipient shall 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 shall



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 shall 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 shall be guided by the following requirements:

(1) Property Control: The property control system shall 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 shall 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 shall be submitted yearly concurrently with the annual report.

(2) Maintenance Program: The recipient's maintenance program shall 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 shall provide for records sufficient to disclose the maintenance actions performed and efficiencies discovered as a result of inspections.

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

(d) Risk of Loss:

(1) The recipient shall not be 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 shall be 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;

(vi) 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 shall be applicable in any case, the recipient's liability under any one exception shall not be limited by any other exception.

(2) The recipient shall not be reimbursed for, and shall 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 shall notify the Agreement Officer thereof, shall 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 cooperating country property is a part;
- (iv) The insurance, if any, covering any part of or interest in such commingled property.

(4) The recipient shall 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 shall use the proceeds to repair, renovate or replace the cooperating country property involved, or shall credit such proceeds against the cost of the work covered by the award, or shall otherwise reimburse USAID, as directed by the Agreement Officer. The recipient shall 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, shall, 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, shall 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 shall 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 shall also indicate what disposition has been made of such property.

(g) Communications: All communications issued pursuant to this provision shall be in writing.

(END OF STANDARD PROVISION)

**C.24 DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS  
(JANUARY 2004)**

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

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

(b) Have been convicted within the preceding three-years 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;

(c) 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 (1)(b); and

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

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

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

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

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

(END OF STANDARD PROVISION)

## **C.25 DRUG-FREE WORKPLACE (JANUARY 2004)**

(1) The recipient agrees that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any Federal award. The statement must:

(a) Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;

(b) Specify the actions the recipient will take against employees for violating that prohibition; and

(c) Let each employee know that, as a condition of employment under any award, he or she

(1) Must abide by the terms of the statement, and (2) Must notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than five calendar days after the conviction.

(2) The recipient agrees that it will establish an ongoing drug-free awareness program to inform employees about

(a) The dangers of drug abuse in the workplace;

(b) Your policy of maintaining a drug-free workplace;

(c) Any available drug counseling, rehabilitation and employee assistance programs; and

(d) The penalties that you may impose upon them for drug abuse violations occurring in the workplace.

(3) Without the Agreement Officer's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this award, or the completion date of this award, whichever occurs first.

(4) The recipient agrees to immediately notify the Agreement Officer if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the number of each award on which the employee worked. The notification must be sent to the Agreement Officer within ten calendar days after the recipient learns of the conviction.

(5) Within 30 calendar days of learning about an employee's conviction, the recipient must either

(a) Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or

(b) Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

(6) The policies and procedures applicable to violations of these requirements are set forth in 22 CFR Part 210."

(END OF STANDARD PROVISION)

**C.26 PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE  
LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING  
(ASSISTANCE) (JULY 2004)**

- (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) Except as noted in the second sentence of this paragraph, if the recipient or a sub-recipient at any tier is a foreign non-governmental organization or a public international organization, as a condition of entering into this agreement or any sub-agreement, such foreign non-governmental organization or public international organization recipient/sub-recipient must have a policy explicitly opposing, in its activities outside of the United States, prostitution and sex trafficking. The following organizations are exempt from this paragraph: the Global Fund to Fight AIDS, Tuberculosis and Malaria, the World Health Organization, the International AIDS Vaccine Initiative and any United Nations agency. These exempt organizations must include this paragraph in any sub-awards they make to non-exempt foreign non-governmental organizations or Pies.
- (c) The following definitions apply for purposes of this provision:
- Foreign non-governmental organization means an entity that is not organized under the laws of any State of the United States, the District of Columbia or the Commonwealth of Puerto Rico.
- 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 sub-agreements.

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

(END OF STANDARD PROVISION)

## **C.27 PUBLICATIONS AND MEDIA RELEASES (JAN 2004)**

(This provision is applicable when publications are financed under the award.) (a) USAID shall be prominently acknowledged in all publications, videos or other information/media products funded or partially funded through this award, and the product shall state that the views expressed by the author(s) do not necessarily reflect those of USAID. Acknowledgements should identify the sponsoring USAID Office and Bureau or Mission as well as the U.S. Agency for International Development substantially as follows: "This [publication, video or other information/media product (specify)] was made possible through support provided by the Office of \_\_\_\_\_, Bureau for \_\_\_\_\_, U.S. Agency for International Development, under the terms of Award No. \_\_\_\_\_. The opinions expressed herein are those of the author(s) and do not necessarily reflect the views of the U.S. Agency for International Development." (b) Unless the recipient is instructed otherwise by the Cognizant Technical Officer, publications, videos or other information/media products funded under this award and intended for general readership or other general use will be marked with the USAID logo and/or U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT appearing either at the top or at the bottom of the front cover or, if more suitable, on the first inside title page for printed products, and in equivalent appropriate location in videos or other information/media products. Logos and markings of co-sponsors or authorizing institutions should be similarly located and of similar size and appearance. (c) The recipient shall provide the USAID Cognizant Technical Officer one copy of all published works developed under the award with lists of other written work produced under the award. In addition, the recipient shall submit one electronic (preferred) or one paper copy of final documents to USAID's Development Experience Clearinghouse (DEC) in to one of the following: (A) Via E-mail: [docsubmit@dec.cdie.org](mailto:docsubmit@dec.cdie.org) ; (B) Via U.S. Postal Service: Development Experience Clearinghouse, 8403 Colesville Road, Suite 210, Silver Spring, MD 20910, USA; (C) Via Fax: (301) 588-7787; or (D) Online: <http://www.dec.org/index.cfm?fuseaction=docSubmit.home>. (d) Electronic documents may be submitted on 3.5" diskettes or as e-mail attachments, and should consist of only one electronic file that comprises the complete and final equivalent of the paper copy; otherwise, a paper copy must be sent. Acceptable software formats for electronic documents include Microsoft Word, WordPerfect, Microsoft Excel and Portable Document Format (PDF). (e) Each document submitted should include the following information: 1) descriptive title; 2) author(s) name; 3) award number; 4) sponsoring USAID office; 5) date of publication; 6) software name and version (if electronic document is sent). (f) 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 shall be credited to the award unless the schedule of the award has identified the profits or royalties as program income. (g) Except as otherwise provided in the terms and conditions of the award, the author or the recipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this award, but USAID reserves a royalty-free nonexclusive

and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

(END OF STANDARD PROVISION)

[END OF ATTACHMENT 3]



#### ATTACHEMENT 4: SAMPLE ASSOCIATE AWARD

Subject: Associate Cooperative Agreement No. \_\_\_\_\_  
(Reference Leader Cooperative Agreement No. \_\_\_\_\_)

Dear \_\_\_\_\_:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development (hereinafter referred to as "USAID" or "Grantor") hereby grants to \_\_\_\_\_ (hereinafter referred to as "\_\_\_\_\_" or "Recipient"), the sum of \$ \_\_\_\_\_ to provide support for the implementation of a global program, as described in Attachment 1, entitled "Schedule" and in Attachment 2, entitled "Program Description" of this award.

This Associates award is effective and obligation is made as of the date of this letter and shall apply to commitments made by the Recipient in furtherance of program objectives during the period beginning with the effective date and ending \_\_\_\_\_. USAID shall not be liable for reimbursing the Recipient for any costs in excess of the obligated amount.

This award is made to \_\_\_\_\_, 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 1, entitled "Schedule"; Attachment 2, entitled "Program Description" and the "Standard Provisions" set forth in the Leader award referenced above.

In the space provided below, please sign the original and each copy of this letter to acknowledge your acceptance of this award and return the original and all but one copy to the Agreement Officer.

Sincerely,

(To Be Determined)  
Agreement Officer

Attachments:

1. Schedule
2. Program Description

The terms of this Agreement are acceptable to the Recipient:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## ACCOUNTING AND APPROPRIATION DATA

### A. GENERAL

1. Total Estimated Amount: \$
2. Total Program Amount:
3. Total Obligated Amount:
4. Activity:
5. USAID Project Office:
6. Letter of Credit Number:
7. DUNS No.:

### B. SPECIFIC

1. A&A Request Number:
2. Org ID:
3. Account:
4. Obligated Amount: \$

## ATTACHMENT 2 : SCHEDULE

### 1.1 PURPOSE OF AGREEMENT

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

### 1.2 PERIOD OF AGREEMENT

The effective date of this Agreement is the date of the Cover Letter and the completion date is \_\_\_\_\_. The effective date of the associated Leader award is (TO BE DETERMINED).

### 1.3 AMOUNT OF AWARD and PAYMENT

1. The total estimated amount of this Agreement is \$\_\_\_\_\_.

2. USAID hereby obligates the amount of \$\_\_\_\_\_ for program expenditures during the period set forth in B.2 above and as shown in the Budget below.

3. Payment shall be made to the Recipient by (TO BE DETERMINED) in accordance with the procedures set forth in (TO BE DETERMINED).

4. Additional funds up to the total amount of the grant shown above may be obligated by USAID subject to the availability of funds and 22 CFR 226.25.

### 1.4 BUDGET

The following is the Agreement Budget. Revisions to this budget shall be made in accordance with 22 CFR 226.25.

<u>Activity</u>	<u>Amount</u>
Program Activities	(USAID)
Cost Share	(Recipient)
Total Program Amount	TOTAL

## 1.5 REPORTING AND EVALUATION

### 1. Financial Reporting

In keeping with the requirements established in 22 CFR 226.52, the Recipient is required to submit an original and two copies of:

(TO BE DETERMINED)

### 2. Program Reporting

In accordance with 22 CFR 226.51, the Recipient shall submit an original of a quarterly performance report to (TO BE DETERMINED - Mission or Bureau CTO). A copy shall be submitted to John Hatch, G/HCD, Room 3.09-084, Ronald Reagan Building, 1300 Pennsylvania Avenue, Washington, DC 20523-3901. In addition, one copy shall be submitted to USAID/CDIE/DI, Washington, DC 20523-3800. A final performance report is required within 90 days following the completion of this Cooperative Agreement.

Any additional documents such as assessments, evaluations, technical leadership manuals, case studies, discussion papers and other related documents produced under the LWAs shall be submitted to John Hatch, G/HCD, Room 3.09-084, Ronald Reagan Building, 1300 Pennsylvania Avenue, Washington, DC 20523-3901.

Reports are to be submitted in both hard copy and on 3x5 inch floppy disk.

## 1.6 SIGNIFICANT INVOLVEMENT BY USAID

Significant involvement by USAID will be determined as needed. The EQUIP Program is a collaboration between USAID and its partners under this award. USAID will be substantially involved during performance of the LWA agreements it awards. The USAID Cognizant Technical Officer (CTO) for the EQUIP Program shall be substantially involved in the following areas:

1. The CTO will be consulted during the development of annual implementation, monitoring and evaluation plans and revisions and have the right of final approval.

2. The CTO will be consulted and have the right of approval for the selection of all Key Personnel as described below.
3. The CTO will be consulted and have the right of approval during the development of monitoring and evaluation plans, and have the right of final approval.
4. A pattern of consultation with USAID Regional Bureau and Mission staff is expected in order to develop collaborative activities of importance to Mission strategic objectives.
5. The CTO will have the right of approval for TAG members, and be consulted on and agree to the agenda and timing of the TAG meetings.

#### 1.7 INDIRECT COSTS

Pursuant to the Optional Standard Provision of this Award entitled Negotiated Indirect Cost Rates - (TO BE DETERMINED), an indirect cost rate shall be established for each of the Recipient's accounting periods which apply to this Award. Pending establishment of final or revised PROVISIONAL indirect cost rates, PROVISIONAL payments on account of allowable costs shall be made on the basis of the following negotiated PROVISIONAL rate(s) applied to the base(s) which is (are) set forth below:

Rate	Base	Period
TO BE DETERMINED	1/	From: Agreement Effective date To: Until Rate is Amended

1/ Base of Application: TO BE DETERMINED

#### 1.8 TITLE TO AND CARE OF PROPERTY

Title to all property financed under this award shall vest in (TO BE DETERMINED).

#### 1.9 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this award is Code (TO BE DETERMINED).

#### 1.10 PROGRAM INCOME

The Recipient shall account for Program Income in accordance with 22 CFR 226.24. Program Income earned under this award shall be (TO BE DETERMINED)

#### 1.11 KEY PERSONNEL

The following positions are considered key to the successful completion of the project described in this Agreement. The named personnel are approved and the Recipient agrees to submit to USAID for approval any proposed replacement for any of the persons named below.

<u>Position</u>	<u>Name</u>
(TO BE DETERMINED)	

#### 1.12 ASSOCIATE COOPERATIVE AGREEMENT/GRANT

This is a Associates cooperative agreement which has been issued in association with G/HCD Leader with Associates (LWA) cooperative agreement number (TO BE DETERMINED), a copy of which shall be filed with this associate award. All Mission or Bureau issued Associate awards must be completed within 5 years of the effective date of the Leader award.

#### 1.13 STANDARD PROVISIONS

The standard provisions of the Leader award apply to this Associate award.

**ATTACHMENT 3**

**PROGRAM DESCRIPTION FOR ASSOCIATE AWARD TO BE DETERMINED**



**ATTACHEMENT 4:**

**SAMPLE AWARD FORMAT AND SCHEDULE**

**PLEASE REFER TO FOLLOWING WEBSITE:**

**<http://www.usaid.gov/pubs/ads/300/303saa.pdf>**

**ATTACHMENT 5**

**MANDATORY STANDARD PROVISIONS FOR U.S., NONGOVERNMENTAL  
RECIPIENTS**

**PLEASE REFER TO FOLLOWING WEBSITE:**

**<http://www.usaid.gov/pubs/ads/300/303maa.pdf>**

**ATTACHEMENT 6: MANDATORY STANDARD PROVISIONS  
FOR U.S., NONGOVERNMENTAL RECIPIENTS  
WHEN ACTIVITIES ARE UNDERTAKEN OUTSIDE THE U.S.**

**PLEASE REFER TO FOLLOWING WEBSITE:**

**<http://www.usaid.gov/pubs/ads/300/303maa.pdf>**

**ATTACHEMENT 7: REQUIRED AS APPLICABLE  
STANDARD PROVISIONS FOR  
U.S., NONGOVERNMENTAL RECIPIENTS**

**PLEASE REFER TO FOLLOWING WEBSITE:**

**<http://www.usaid.gov/pubs/ads/300/303maa.pdf>**

**[END OF ATTACHMENT 4]**

<b>MODIFICATION OF ASSISTANCE</b>			Page 1 of 3												
<b>1. MODIFICATION NUMBER</b> 01	<b>2. EFFECTIVE DATE OF MODIFICATION</b> see block 15	<b>3. AWARD NUMBER:</b> AEG-A-00-04-00012-00	<b>4. EFFECTIVE DATE OF AWARD:</b>												
<b>5. GRANTEE:</b> New Use Agriculture and Natural Plant Products Program Food Policy Institute Rutgers University 59 Dudley Road New Brunswick NJ 08901  DUNS NO.: 001912864 TIN NO.: 226001086      LOC NO.: HHS-51A3P		<b>6. ADMINISTERED BY:</b> US Agency for International Development M/OAA/EGAT RRB 7.10-024 1300 Pennsylvania Ave., NW Washington DC 20523-7101													
<b>7. FISCAL DATA:</b> Amount Obligated: \$780,078.00  Budget Fiscal Year: Operating Unit: see pg 2 Strategic Objective: Team/Division: Benefiting Geo Area: Object Class:		<b>8. TECHNICAL OFFICE:</b> EGAT/AG  <b>9. PAYMENT OFFICE:</b> M/FM/CMP, Office of Financial Management Room 7.07, Ronald Reagan Building 1300 Pennsylvania Ave., NW Washington DC 20523-7101													
<b>10. FUNDING SUMMARY:</b> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;"></th> <th style="width: 25%; text-align: center; border-bottom: 1px solid black;">Obligated Amount</th> <th style="width: 25%; text-align: center; border-bottom: 1px solid black;">Total Est. Amt.</th> </tr> </thead> <tbody> <tr> <td>Amount Prior to this Modification:</td> <td style="text-align: center;">\$ 500,000.00</td> <td style="text-align: center;">\$2,500,000.00</td> </tr> <tr> <td>Change Made by this Modification:</td> <td style="text-align: center; border-bottom: 1px solid black;">\$780,078.00</td> <td style="text-align: center; border-bottom: 1px solid black;">\$0.00</td> </tr> <tr> <td>New/Current Total:</td> <td style="text-align: center;">\$1,280,078.00</td> <td style="text-align: center;">\$2,500,000.00</td> </tr> </tbody> </table>					Obligated Amount	Total Est. Amt.	Amount Prior to this Modification:	\$ 500,000.00	\$2,500,000.00	Change Made by this Modification:	\$780,078.00	\$0.00	New/Current Total:	\$1,280,078.00	\$2,500,000.00
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Amount Prior to this Modification:	\$ 500,000.00	\$2,500,000.00													
Change Made by this Modification:	\$780,078.00	\$0.00													
New/Current Total:	\$1,280,078.00	\$2,500,000.00													
<b>11. DESCRIPTION OF MODIFICATION:</b> The purpose of this modification is to incrementally fund this agreement in the amount of \$780,078 and incorporate a mandatory Standard Provision:  1. Amend A.2 "GENERAL" and B. "SPECIFIC" to include incremental funding data for the amount of \$780,078 2. Incorporate AAPD 04-17 "USAID Disability" Standard Provision  12055/301  <div style="text-align: center;">[CONTINUED PAGE 2]</div>															
<b>12. THIS MODIFICATION IS ENTERED INTO PURSUANT TO THE AUTHORITY OF</b> FAA of 1961, as amended <b>AS AMENDED. EXCEPT AS SPECIFICALLY HEREIN AMENDED, ALL TERMS AND CONDITIONS OF THE GRANT</b> <b>REFERENCED IN BLOCK #3 ABOVE, AS IT MAY HAVE HERETOFORE BEEN AMENDED, REMAIN UNCHANGED AND IN FULL</b> <b>FORCE AND EFFECT.</b>															
<b>13. GRANTEE:</b> <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT REQUIRED TO SIGN THIS DOCUMENT TO RECONFIRM ITS AGREEMENT WITH THE CHANGES EFFECTED HEREIN															
<b>14. GRANTEE:</b>  BY: _____  <u>Karen Kavanagh</u> (Name Typed or Printed)  TITLE: <u>Exec. Vice President Admin. Affairs</u>  DATE: _____		<b>15. THE UNITED STATES OF AMERICA</b> <b>U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT</b>  BY: <u>Charis Nastoff</u> Charis Nastoff (Name Typed or Printed)  TITLE: <u>Agreement Officer</u>  DATE: <u>4/1/2005</u>													

AEG-A-00-04-00012-00  
Rutgers University  
Modification No. 01  
Page 2 of 3

ACCOUNTING AND APPROPRIATION DATA:

A. GENERAL: No. 2: delete "\$500,000" and insert "\$1,280,078" in lieu thereof.

B. SPECIFIC: add the following:

NMS Request:	301
Org. ID:	12055
1. Commitment Doc. Type:	PR
2. Commitment No.:	EGAT/AG-PFID-00301
3. Line Nbr.:	1
4. BBFY:	2005
5. EBFY:	2006
6. Fund:	DV
7. OP Unit:	EGAT/AG
8. Strategic Objective:	905-901
9. Distribution:	936-4226
10. BGA:	997
11. SOC:	252910
12. Obligated Amount:	\$780,078

ATTACHMENT 1, SCHEDULE:

Section A.3, AMOUNT OF AWARD AND PAYMENT, No.2: delete "\$500,000" and insert "\$1,280,078" in lieu thereof.

[CONTINUED ON PAGE 3]

4. On Attachment Three "STANDARD PROVISIONS FOR U.S., NONGOVERNMENTAL RECIPIENTS," please add the following Standard Provision as section C.28:


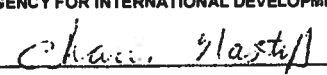
**3.28 USAID Disability Policy - Assistance (December 2004)**

(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 website:  
<http://www.usaid.gov/about/disability/DISABPOL.FIN.html>.

(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."

All other terms and conditions remain the same.

[END]

<b>MODIFICATION OF ASSISTANCE</b>			Page 1 of 66												
<b>1. MODIFICATION NUMBER</b> 02	<b>2. EFFECTIVE DATE OF MODIFICATION</b> see block 15.	<b>3. AWARD NUMBER:</b> AEG-A-00-04-00012-00	<b>4. EFFECTIVE DATE OF AWARD:</b> 09-30-2004												
<b>5. GRANTEE:</b> New Use Agriculture and Natural Plant Products Program Food Policy Institute Rutgers University 59 Dudley Road  New Brunswick NJ 08901  DUNS NO.: 001912864 TIN NO.: 226001086      LOC NO.: HHS-51A3P		<b>6. ADMINISTERED BY:</b> US Agency for International Development M/OAA/EGAT RRB 7.10-024 1300 Pennsylvania Ave., NW Washington DC 20523-7101													
<b>7. FISCAL DATA:</b> Amount Obligated: \$ .00  Budget Fiscal Year: Operating Unit:      see page 2 Strategic Objective: Team/Division: Benefiting Geo Area: Object Class:		<b>8. TECHNICAL OFFICE:</b> EGAT/AG, Carol Wilson  <b>9. PAYMENT OFFICE:</b> M/FM/CMP, Office of Financial Management Rm. 7.07, Ronald Reagan Building 1300 Pennsylvania Ave., NW  Washington DC 20523-7101													
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	Obligated Amount	Total EsL Amt.													
Amount Prior to this Modification:	\$1,280,078.00	\$2,500,000.00													
Change Made by this Modification:	\$478,987.00														
New/Current Total:	\$1,759,065.00	\$2,500,000.00													
<b>11. DESCRIPTION OF MODIFICATION:</b> The purpose of this modification is to do the following:  1) provide incremental funding in the amount of \$487,937; 2) extend the period of funds availability for expenditures, 3) In accordance with AAPD 05-11 "Marking Under Assistance Instruments," incorporate the attached marking plan entitled "ATTACHMENT FOUR: MARKING PLAN," and; 4) delete all of standard provisions in Attachment Three and replaced with revised provisions.  <div style="text-align: center;">[continued on page 2]</div>  IRG ID 12055/NMS 415															
<b>12. THIS MODIFICATION IS ENTERED INTO PURSUANT TO THE AUTHORITY OF Fed Grant and Coop Agreement Act of 1977 AS AMENDED. EXCEPT AS SPECIFICALLY HEREIN AMENDED, ALL TERMS AND CONDITIONS OF THE GRANT REFERENCED IN BLOCK #3 ABOVE, AS IT MAY HAVE HERETOFORE BEEN AMENDED, REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.</b>															
<b>13. GRANTEE:</b> <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT REQUIRED TO SIGN THIS DOCUMENT TO RECONFIRM ITS AGREEMENT WITH THE CHANGES EFFECTED HEREIN															
<b>14. GRANTEE:</b>  BY: <u></u> <div style="text-align: center;">Diane Ambrose, Ph.D. Acting Director (Name Typed or Printed) Office of Research &amp; Sponsored Programs</div> TITLE: _____  DATE: <u>08/14/06</u>		<b>15. THE UNITED STATES OF AMERICA</b> U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT  BY: <u></u> <div style="text-align: center;">Charis Nastoff (Name Typed or Printed) Agreement Officer</div> TITLE: _____  DATE: <u>8/10/06</u>													



AEG-A-00-04-00012-00  
Rutgers University  
Modification 02

1) A. GENERAL, 2. Total Obligated USAID Amount: delete "\$1,280,078" and insert "\$1,759,065" in lieu thereof.

B. SPECIFIC: Add the following:

Commitment Doc. Type	Commitment Nbr.	Line Nbr.	BBFY	EBFY	FUND	OP UNIT	SO	DIST	BGA	SOC	OBLIG.
PR	EAG-PFID-00387	1	2005	2006	DV-06	EGAT/AG	905-901	936-4226	997	252910	\$328,987
PR	EAG-PFID-00387	2	2006	2007	DV	EGAT/AG	905-901	936-4226	997	4100201	\$150,000

Page 6, Section A.3 AMOUNT OF AWARD AND PAYMENT, No.2, sentence one, delete "\$1,280,078" and insert "\$1,759,065" lieu thereof.

2) Page 6, Section A.2 PERIOD OF PERFORMANCE, Delete Number 2 in its entirety and replace with the following in lieu thereof:

"2. Funds obligated hereunder are available for program expenditures for the estimated period of 09-30-2004 to 09-29-2009."

3) The attached Rutgers Marking Plan is hereby incorporated into this award as "ATTACHMENT FOUR: MARKING PLAN."

4) "ATTACHMENT THREE: STANDARD PROVISIONS FOR U.S., NONGOVERNMENTAL RECIPIENTS," please delete in its entirety and replace with the following:

---

**I. MANDATORY STANDARD PROVISIONS FOR U.S. NONGOVERNMENTAL RECIPIENTS**

1. APPLICABILITY OF 22 CFR PART 226 (May 2005)
2. INELIGIBLE COUNTRIES (MAY 1986)
3. NONDISCRIMINATION (MAY 1986)
4. NONLIABILITY (NOVEMBER 1985)
5. AMENDMENT (NOVEMBER 1985)
6. NOTICES (NOVEMBER 1985)
7. SUBAGREEMENTS (JUNE 1999)
8. OMB APPROVAL UNDER THE PAPERWORK REDUCTION ACT (DECEMBER 2003)
9. USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (April 1998)
- \*10. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (JANUARY 2004)
- \*11. DRUG-FREE WORKPLACE (JANUARY 2004)
- \*12. EQUAL PROTECTION OF THE LAWS FOR FAITH-BASED AND COMMUNITY ORGANIZATIONS (FEBRUARY 2004)
- \*13. IMPLEMENTATION OF E.O. 13224 -- EXECUTIVE ORDER ON TERRORIST FINANCING (MARCH 2002)
- \*14. MARKING UNDER USAID-FUNDED ASSISTANCE INSTRUMENTS (DECEMBER 2005)
15. REGULATIONS GOVERNING EMPLOYEES (AUGUST 1992)
16. CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY (NOVEMBER 1985)
17. USE OF POUCH FACILITIES (AUGUST 1992)
18. INTERNATIONAL AIR TRAVEL AND TRANSPORTATION (JUNE 1999)
19. OCEAN SHIPMENT OF GOODS (JUNE 1999)
20. LOCAL PROCUREMENT (April 1998)
21. VOLUNTARY POPULATION PLANNING ACTIVITIES – MANDATORY REQUIREMENTS (MAY 2006)

**II. REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR U.S., NONGOVERNMENTAL RECIPIENTS**

1. NEGOTIATED INDIRECT COST RATES - PREDETERMINED (APRIL 1998)
  2. NEGOTIATED INDIRECT COST RATES - PROVISIONAL (Nonprofit) (APRIL 1998)
  3. NEGOTIATED INDIRECT COST RATE - PROVISIONAL (Profit) (APRIL 1998)
  4. PUBLICATIONS AND MEDIA RELEASES (MARCH 2006)
  5. PARTICIPANT TRAINING (APRIL 1998)
-

AEG-A-00-04-00012-00

Rutgers University

Modification 02

6. VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (MAY 2006)
7. PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT (APRIL 1998)
8. CARE OF LABORATORY ANIMALS (MARCH 2004)
9. TITLE TO AND CARE OF PROPERTY (COOPERATING COUNTRY TITLE) (NOVEMBER 1985)
10. PUBLIC NOTICES (MARCH 2004)
11. (RESERVED)
- \*12. COST SHARING (MATCHING) (JULY 2002)
13. PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (JUNE 1999)
- \*14. INVESTMENT PROMOTION (NOVEMBER 2003)
- \*15. REPORTING OF FOREIGN TAXES (MARCH 2006)
- \*16. FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JANUARY 2002)
17. ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (JULY 2004)
18. PROHIBITION ON THE USE OF FEDERAL FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF PROSTITUTION - ASSISTANCE (JULY 2004)
- \*19. ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (JUNE 2005)
- \*20. CONDOMS (JUNE 2005)
- \*21. PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (JUNE 2005)
22. USAID DISABILITY POLICY - ASSISTANCE (DECEMBER 2004)
23. STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID ASSISTANCE AWARDS INVOLVING CONSTRUCTION (SEPTEMBER 2004)

\*An asterisk indicates that the adjacent information is new or substantively revised. 2

**MANDATORY STANDARD PROVISIONS FOR US NONGOVERNMENTAL  
RECIPIENTS**

**1. APPLICABILITY OF 22 CFR PART 226 (MAY 2005)**

(a) All provisions of 22 CFR Part 226 and all Standard Provisions attached to this agreement are applicable to the recipient and to sub recipients which meet the definition of "Recipient" in Part 226, unless a section specifically excludes a sub recipient from coverage. The recipient shall assure that sub recipients have copies of all the attached standard provisions.

(b) For any sub awards made with Non-US sub recipients the Recipient shall include the applicable "Standard Provisions for Non-US Nongovernmental Grantees." Recipients are required to ensure compliance with sub recipient monitoring procedures in accordance with OMB Circular A-133.

**(END OF MANDATORY STANDARD PROVISION)**

**2. 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 MANDATORY STANDARD PROVISION)**

**3. NONDISCRIMINATION (MAY 1986)**

No U.S. citizen or legal resident shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this award on the basis of race, color, national origin, age, handicap, or sex.

**(END OF MANDATORY STANDARD PROVISION)**

**4. NONLIABILITY (NOVEMBER 1985)**

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

**(END OF MANDATORY STANDARD PROVISION)**

**5. AMENDMENT (NOVEMBER 1985)**

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

**(END OF MANDATORY STANDARD PROVISION)**

**6. NOTICES (NOVEMBER 1985)**

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

To the USAID Agreement Officer, at the address specified in the award.

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

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

**(END OF MANDATORY STANDARD PROVISION)**

**7. SUBAGREEMENTS (JUNE 1999)**

Subrecipients, subawardees, and contractors have no relationship with USAID under the terms of this agreement. All required USAID approvals must be directed through the recipient to USAID.

**(END OF MANDATORY STANDARD PROVISION)**

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

\*Information collection requirements imposed by this grant 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:

<u>Standard Provision</u>	<u>Burden Estimate</u>
Air Travel and Transportation	1.0 (hour)
Ocean Shipment of Goods	.5
Patent Rights	.5
Publications	.5
Negotiated Indirect Cost Rates - (Predetermined and Provisional)	1.0
Voluntary Population Planning	.5
Protection of the Individual as a Research Subject	1.0

<u>22 CFR 226</u>	<u>Burden Estimate</u>
22 CFR 226.40-.49 Procurement of Goods and Services	1.0
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 Procurement, Policy Division (M/OP/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, D.C 20503.

**(END OF MANDATORY STANDARD PROVISION)**

**9. USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (APRIL 1998)**

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

- a. Ineligible and Restricted Goods and Services: USAID's policy on ineligible and restricted goods and services is contained in ADS Chapter 312.
  - (1) Ineligible Goods and Services. Under no circumstances shall the recipient procure any of the following under this award:
    - (i) Military equipment,
    - (ii) Surveillance equipment,
    - (iii) Commodities and services for support of police or other law enforcement activities,
    - (iv) Abortion equipment and services,
    - (v) Luxury goods and gambling equipment, or
    - (vi) Weather modification equipment.

- (2) Ineligible Suppliers. Funds provided under this award shall not be used to procure any goods or services furnished by any firms or individuals whose name appears on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs." USAID will provide the recipient with a copy of these lists upon request.
- (3) Restricted Goods. The recipient shall not procure any of the following goods and services without the prior approval of the Agreement Officer:
  - (i) Agricultural commodities,
  - (ii) Motor vehicles,
  - (iii) Pharmaceuticals,
  - (iv) Pesticides,
  - (v) Used equipment,
  - (vi) U.S. Government-owned excess property, or
  - (vii) Fertilizer.

Prior approval will be deemed to have been met when:

- (i) the item is of U.S. source/origin;
- (ii) the item has been identified and incorporated in the program description or schedule of the award (initial or revisions), or amendments to the award;  
and
- (iii) the costs related to the item are incorporated in the approved budget of the award.

Where the item has not been incorporated into the award as described above, a separate written authorization from the Agreement Officer must be provided before the item is procured.

b. Source and Nationality: The eligibility rules for goods and services based on source and nationality are divided into two categories. One applies when the total procurement element during the life of the award is over \$250,000, and the other applies when the total procurement element during the life of the award is not over \$250,000, or the award is funded under the Development Fund for Africa (DFA) regardless of the amount. The total procurement element includes procurement of all goods (e.g., equipment, materials, supplies) and services. Guidance on the eligibility of specific goods or services may be obtained from the Agreement Officer. USAID policies and definitions on source, origin and nationality are contained in 22 CFR Part 228, Rules on Source, Origin and Nationality for Commodities and Services Financed by the Agency for International Development, which is incorporated into this Award in its entirety.

- (1) For DFA funded awards or when the total procurement element during the life of this award is valued at \$250,000 or less, the following rules apply:
  - (i) The authorized source for procurement of all goods and services to be reimbursed under the award is USAID Geographic Code 935, "Special Free World," and such goods and services must meet the source, origin and nationality requirements set forth in 22 CFR Part 228 in accordance with the following order of preference:
    - (A) The United States (USAID Geographic Code 000),
    - (B) The Cooperating Country,
    - (C) USAID Geographic Code 941, and
    - (D) USAID Geographic Code 935.
  - (ii) Application of order of preference: When the recipient procures goods and services from other than U.S. sources, under the order of preference in paragraph (b)(1)(i) above, the recipient shall document its files to justify each such instance. The documentation shall set forth the circumstances surrounding the procurement and shall be based on one or more of the following reasons, which will be set forth in the grantee's documentation:
    - (A) The procurement was of an emergency nature, which would not allow for the delay attendant to soliciting U.S. sources,
    - (B) The price differential for procurement from U.S. sources exceeded by 50% or more the delivered price from the non-U.S. source,
    - (C) Compelling local political considerations precluded consideration of U.S. sources,
    - (D) The goods or services were not available from U.S. sources,  
or
    - (E) Procurement of locally available goods and services, as opposed to procurement of U.S. goods and services, would best promote the objectives of the Foreign Assistance program under the award.
- (2) When the total procurement element exceeds \$250,000 (unless funded by DFA), the following applies: Except as may be specifically approved or directed in advance by the Agreement Officer, all goods and services financed with U.S. dollars, which will be reimbursed under this award must meet the source, origin and nationality requirements set forth in 22 CFR Part 228 for the authorized geographic code specified in the schedule of this award. If none is specified, the authorized source is Code 000, the United States.



- c. Printed or Audio-Visual Teaching Materials: If the effective use of printed or audio-visual teaching materials depends upon their being in the local language and if such materials are intended for technical assistance projects or activities financed by USAID in whole or in part and if other funds including U.S.-owned or U.S.-controlled local currencies are not readily available to finance the procurement of such materials, local language versions may be procured from the following sources, in order of preference:

- (1) The United States (USAID Geographic Code 000),
- (2) The Cooperating Country,
- (3) "Selected Free World" countries (USAID Geographic Code 941), and
- (4) "Special Free World" countries (USAID Geographic Code 899).

- d. If USAID determines that the recipient has procured any of these goods or services under this award contrary to the requirements of this provision, and has received payment for such purposes, the Agreement Officer may require the recipient to refund the entire amount of the purchase. This provision must be included in all subagreements which include procurement of goods or services which total over \$5,000.

**(END OF MANDATORY STANDARD PROVISION)**

**\*10. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (JANUARY 2004)**

- a. The recipient agrees to notify the Agreement Officer immediately upon learning that it or any of its principals:
- (1) Are presently excluded or disqualified from covered transactions by any Federal department or agency;
  - (2) Have been convicted within the preceding three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
  - (3) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b); and

- (4) Have had one or more public transactions (Federal, State, or local) terminated for cause or default within the preceding three years. b. The recipient agrees that, unless authorized by the Agreement Officer, it will not knowingly enter into any subagreements or contracts under this grant with a person or entity that is included on the Excluded Parties List System (<http://epls.arnet.gov>). The recipient further agrees to include the following provision in any subagreements or contracts entered into under this award:

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

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

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

**(END OF MANDATORY STANDARD PROVISION)**

**\*11. DRUG-FREE WORKPLACE (JANUARY 2004)**

- a. The recipient agrees that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any Federal award. The statement must
- (1) Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
  - (2) Specify the actions the recipient will take against employees for violating that prohibition; and
  - (3) Let each employee know that, as a condition of employment under any award, he or she
    - (i) Must abide by the terms of the statement, and
    - (ii) Must notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than five calendar days after the conviction.
- b. The recipient agrees that it will establish an ongoing drug-free awareness program to inform employees about:
- (i) The dangers of drug abuse in the workplace;
  - (ii) Your policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation and employee assistance programs; and

- (iv) The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
- c. Without the Agreement Officer's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this award or the completion date of this award, whichever occurs first.
- d. The recipient agrees to immediately notify the Agreement Officer if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the number of each award on which the employee worked. The notification must be sent to the Agreement Officer within ten calendar days after the recipient learns of the conviction.
- e. Within 30 calendar days of learning about an employee's conviction, the recipient must either
  - (1) Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
  - (2) Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- f. The policies and procedures applicable to violations of these requirements are set forth in 22 CFR Part 210.

**(END OF MANDATORY STANDARD PROVISION)**

**\*12. EQUAL PROTECTION OF THE LAWS FOR FAITH-BASED AND  
COMMUNITY ORGANIZATIONS (FEBRUARY 2004)**

- a. The recipient may not discriminate against any beneficiary or potential beneficiary under this award on the basis of religion or religious belief. Accordingly, in providing services supported in whole or in part by this agreement or in its outreach activities related to such services, the recipient may not discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice;
- b. The Federal Government must implement Federal programs in accordance with the Establishment Clause and the Free Exercise Clause of the First Amendment to the Constitution. Therefore, if the recipient engages in inherently religious activities, such as worship, religious instruction, and proselytization, it must offer those services at a different time or location from any programs or services directly funded by this award,

and participation by beneficiaries in any such inherently religious activities must be voluntary.

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

**(END OF MANDATORY STANDARD PROVISION)**

**\*13. IMPLEMENTATION OF E.O. 13224 -- EXECUTIVE ORDER ON  
TERRORIST FINANCING (MARCH 2002)**

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

**(END OF MANDATORY STANDARD PROVISION)**

**\*14. MARKING UNDER ASSISTANCE INSTRUMENTS (DEC 2005)**

**(a) Definitions**

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

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

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

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

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

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

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

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

**(b) Marking of Program Deliverables**

- (1) All recipients must mark appropriately all overseas programs, projects, activities, public communications, and commodities partially or fully funded by a USAID grant or cooperative agreement or other assistance award or subaward with the USAID Identity, of a size and prominence equivalent to or greater than the recipient's, other donor's, or any other third party's identity or logo.
- (2) The Recipient will mark all program, project, or activity sites funded by USAID, including visible infrastructure projects (for example, roads, bridges, buildings) or other programs, projects, or activities that are physical in nature (for example, agriculture, forestry, water management) with the USAID Identity. The Recipient should erect temporary signs or plaques early in the construction or implementation phase. When construction or implementation is complete, the Recipient must install a permanent, durable sign, plaque or other marking.
- (3) The Recipient will mark technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities and other promotional, informational, media, or communications products funded by USAID with the USAID Identity.

(4) The Recipient will appropriately mark events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences and other public activities, with the USAID Identity. Unless directly prohibited and as appropriate to the surroundings, recipients should display additional materials, such as signs and banners, with the USAID Identity. In circumstances in which the USAID Identity cannot be displayed visually, the recipient is encouraged otherwise to acknowledge USAID and the American people's support.

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

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

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

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

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

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

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

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

(11) The recipient will provide the Cognizant Technical Officer (CTO) or other USAID personnel designated in the grant or cooperative agreement with two copies of all program and

communications materials produced under the award. In addition, the recipient will submit one electronic or one hard copy of all final documents to USAID's Development Experience Clearinghouse.

**(c) Implementation of marking requirements.**

- (1)** When the grant or cooperative agreement contains an approved Marking Plan, the recipient will implement the requirements of this provision following the approved Marking Plan.
- (2)** When the grant or cooperative agreement does not contain an approved Marking Plan, the recipient will propose and submit a plan for implementing the requirements of this provision within **0 days** after the effective date of this provision. The plan will include:
  - (i)** A description of the program deliverables specified in paragraph (b) of this provision that the recipient will produce as a part of the grant or cooperative agreement and which will visibly bear the USAID Identity.
  - (ii)** the type of marking and what materials the applicant uses to mark the program deliverables with the USAID Identity,
  - (iii)** when in the performance period the applicant will mark the program deliverables, and where the applicant will place the marking,
- (3)** The recipient may request program deliverables not be marked with the USAID Identity by identifying the program deliverables and providing a rationale for not marking these program deliverables. Program deliverables may be exempted from USAID marking requirements when:
  - (i)** USAID marking requirements would compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials;
  - (ii)** USAID marking requirements would diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent;
  - (iii)** USAID marking requirements would undercut host-country government "ownership" of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications better positioned as "by" or "from" a cooperating country ministry or government official;
  - (iv)** USAID marking requirements would impair the functionality of an item;
  - (v)** USAID marking requirements would incur substantial costs or be impractical;
  - (vi)** USAID marking requirements would offend local cultural or social norms, or be considered inappropriate;

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

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

**(d) Waivers.**

(1) The recipient may request a waiver of the Marking Plan or of the marking requirements of this provision, in whole or in part, for each program, project, activity, public communication or commodity, or, in exceptional circumstances, for a region or country, when USAID required marking would pose compelling political, safety, or security concerns, or when marking would have an adverse impact in the cooperating country. The recipient will submit the request through the Cognizant Technical Officer. The Principal Officer is responsible for approvals or disapprovals of waiver requests.

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

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

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

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

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



**(END OF MANDATORY STANDARD PROVISION)**

**15. 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 shall 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 shall be 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 Part 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, no employee of the recipient shall 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, nor shall the individual 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 shall consult with the USAID Mission Director and the employee involved and shall 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 shall use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.

**(END OF MANDATORY STANDARD PROVISION)**

**16. 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 shall consult with the Mission Director who shall provide, in writing, the procedure the recipient and its employees shall 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 MANDATORY STANDARD PROVISION)**

**17. 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

- (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 shall be 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.

**(END OF MANDATORY STANDARD PROVISION)**

**18. INTERNATIONAL AIR TRAVEL AND TRANSPORTATION (JUNE 1999)**

(This provision is applicable when costs for international travel or transportation will be paid for with USAID funds. This provision is not applicable if the recipient is providing for travel with private funds as part of a cost-sharing requirement, or with Program Income generated under the award.)

**a. PRIOR BUDGET APPROVAL**

In accordance with OMB Cost Principles, direct charges for foreign travel costs are allowable only when each foreign trip has received prior budget approval. Such approval will be deemed to have been met when:

- (1) the trip is identified. Identification is accomplished by providing the following information: the number of trips, the number of individuals per trip, and the destination country(s).
- (2) the information noted at (a)(1) above is incorporated in: the proposal, the program description or schedule of the award, the implementation plan (initial or revisions), or amendments to the award; and
- (3) the costs related to the travel are incorporated in the approved budget of the award.

The Agreement Officer may approve travel which has not been incorporated in writing as required by paragraph (a)(2). In such case, a copy of the Agreement Officer's approval must be included in the agreement file.

b. NOTIFICATION

- (1) As long as prior budget approval has been met in accordance with paragraph (a) above, a separate Notification will not be necessary unless:
  - (i) the primary purpose of the trip is to work with USAID Mission personnel, or
  - (ii) the recipient expects significant administrative or substantive programmatic support from the Mission. Neither the USAID Mission nor the Embassy will require Country Clearance of employees or contractors of USAID Recipients.
- (2) Recipient will observe the following standards:
  - (i) Send a written notice to the cognizant USAID Technical Office in the Mission. If the recipient's primary point of contact is a Technical Officer in USAID/W, the recipient may send the notice to that person. It will be the responsibility of the USAID/W Technical Officer to forward the notice to the field.
  - (ii) The notice should be sent as far in advance as possible, but at least 14 calendar days in advance of the proposed travel. This notice may be sent by fax or e-mail. The recipient should retain proof that notification was made.
  - (iii) The notification shall contain the following information: the award number, the cognizant Technical Officer, the traveler's name (if known), date of arrival, and the purpose of the trip.
  - (iv) The USAID Mission will respond only if travel has been denied. It will be the responsibility of the Technical Officer in the Mission to contact the recipient within 5 working days of having received the notice if the travel is denied. If the recipient has not received a response within the time frame, the recipient will be considered to have met these standards for notification, and may travel.
  - (v) If a subrecipient is required to issue a Notification, as per this section, the subrecipient may contact the USAID Technical Officer directly, or the prime may contact USAID on the subrecipient's behalf.

c. SECURITY ISSUES

Recipients are encouraged to obtain the latest Department of State Travel Advisory Notices before travelling. These Notices are available to the general public and may be obtained directly from the State Department, or via Internet.

Where security is a concern in a specific region, recipients may choose to notify the US E bassy of their presence when they have entered the country. This may be especially important for long-term posting.

d. USE OF U.S.-OWNED LOCAL CURRENCY

Travel to certain countries shall, at USAID's option, be funded from U.S.-owned local currency. When USAID intends to exercise this option, USAID will either issue a U.S. Government S.F. 1169, Transportation Request (GTR) which the grantee may exchange for tickets, or issue the tickets directly. Use of such U.S.-owned currencies will constitute a dollar charge to this grant.

e. THE FLY AMERICA ACT

The Fly America Act (49 U.S.C. 40118) requires that all air travel and shipments under this award must be made on U.S. flag air carriers to the extent service by such carriers is available. The Administrator of General Services Administration (GSA) is authorized to issue regulations for purposes of implementation. Those regulations may be found at 41 CFR part 301, and are hereby incorporated by reference into this award.

f. COST PRINCIPLES

The recipient will be reimbursed for travel and the reasonable cost of subsistence, post differentials and other allowances paid to employees in international travel status in accordance with the recipient's applicable cost principles and established policies and practices which are uniformly applied to federally financed and other activities of the grantee.

If the recipient does not have written established policies regarding travel costs, the standard for determining the reasonableness of reimbursement for overseas allowance 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 subsistence, post differentials, and other allowances may be obtained from the Agreement Officer.

g. SUBAWARDS.

This provision will be included in all subawards and contracts which require international air travel and transportation under this award.

**(END OF MANDATORY STANDARD PROVISION)**

**19. OCEAN SHIPMENT OF GOODS (JUNE 1999)**

(This provision is applicable for awards and subawards for \$100,000 or more and when goods purchased with funds provided under this award are transported to cooperating countries on ocean vessels whether or not award funds are used for the transportation.)

- a. At least 50% of the gross tonnage of all goods purchased under this agreement and transported to the cooperating countries shall be made on privately owned U.S. flag commercial ocean vessels, to the extent such vessels are available at fair and reasonable rates for such vessels.
- b. At least 50% of the gross freight revenue generated by shipments of goods purchased under this agreement and transported to the cooperating countries on dry cargo liners shall be paid to or for the benefit of privately owned U.S. flag commercial ocean vessels to the extent such vessels are available at fair and reasonable rates for such vessels.
- c. When U.S. flag vessels are not available, or their use would result in a significant delay, the grantee may request a determination of non-availability from the USAID Transportation Division, Office of Procurement, Washington, D.C. 20523, giving the basis for the request which will relieve the grantee of the requirement to use U.S. flag vessels for the amount of tonnage included in the determination. Shipments made on non-free world ocean vessels are not reimbursable under this grant.
- d. The recipient shall send a copy of each ocean bill of lading, stating all of the carrier's charges including the basis for calculation such as weight or cubic measurement, covering a shipment under this agreement to:

U.S. Department of Transportation,  
Maritime Administration, Division of National Cargo,  
400 7th Street, S.W.,  
Washington, DC 20590, and

U.S. Agency for International Development,  
Office of Procurement, Transportation Division  
1300 Pennsylvania Avenue, N.W.  
Washington, DC 20523-7900

- e. Shipments by voluntary nonprofit relief agencies (i.e., PVOs) shall be governed by this standard provision and by USAID Regulation 2, "Overseas Shipments of Supplies by Voluntary Nonprofit Relief Agencies" (22 CFR Part 202).

- f. Shipments financed under this grant must meet applicable eligibility requirements set out in 22 CFR 228.21.

**(END OF STANDARD PROVISION)**

**20. LOCAL PROCUREMENT (APRIL 1998)**

(This provision applies when activities are undertaken outside the United States.)

- a. Financing local procurement involves the use of appropriated funds to finance the procurement of goods and services supplied by local businesses, dealers or producers, with payment normally being in the currency of the cooperating country.
- b. Locally financed procurements must be covered by source and nationality waivers as set forth in 22 CFR 228, Subpart F, except as provided for in mandatory standard provision, "USAID Eligibility Rules for Goods and Services," or when one of the following exceptions applies:
- (1) Locally available commodities of U.S. origin, which are otherwise eligible for financing, if the value of the transaction is estimated not to exceed \$100,000 exclusive of transportation costs.
  - (2) Commodities of geographic code 935 origin if the value of the transaction does not exceed the local currency equivalent of \$5,000.
  - (3) Professional Services Contracts estimated not to exceed \$250,000.
  - (4) Construction Services Contracts estimated not to exceed \$5,000,000.
  - (5) Commodities and services available only in the local economy (no specific per transaction value applies to this category). This category includes the following items:
    - (i) Utilities including fuel for heating and cooking, waste disposal and trash collection;
    - (ii) Communications - telephone, telex, fax, postal and courier services;
    - (iii) Rental costs for housing and office space;
    - (iv) Petroleum, oils and lubricants for operating vehicles and equipment;
    - (v) Newspapers, periodicals and books published in the cooperating

country;

- (vi) Other commodities and services and related expenses that, by their nature or as a practical matter, can only be acquired, performed, or incurred in the cooperating country, e.g., vehicle maintenance, hotel accommodations, etc.
- c. The coverage on ineligible and restricted goods and services in the mandatory standard provision entitled, "USAID Eligibility Rules for Goods and Services," also apply to local procurement.
- d. This provision will be included in all subagreements where local procurement of goods or services is a supported element.

**(END OF MANDATORY STANDARD PROVISION)**

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

**Requirements for Voluntary Sterilization Programs**

- (1) None of the funds made available under this award shall 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, shall 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 MANDATORY STANDARD PROVISIONS]**

**REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR  
U.S., NONGOVERNMENTAL RECIPIENTS**

**1. NEGOTIATED INDIRECT COST RATES - PREDETERMINED  
(APRIL 1998)**

**APPLICABILITY:** This provision is applicable to educational or nonprofit institutions whose indirect cost rates under this award are on a predetermined basis.

**NEGOTIATED INDIRECT COST RATES - PREDETERMINED  
(APRIL 1998)**

- a. The allowable indirect costs shall 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 shall 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 shall 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 Procurement, USAID, Washington DC 20523-7802. The proposed rates shall be based on the recipient's actual cost experience during that fiscal year. Negotiations of predetermined indirect cost rates shall begin soon after receipt of the recipient's proposal.
- c. Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable cost principles.
- d. The results of each negotiation shall be set forth in an indirect cost rate agreement signed by both parties. Such agreement is automatically incorporated into this award and shall 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 shall 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 shall 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)**

**2. NEGOTIATED INDIRECT COST RATES - PROVISIONAL (NONPROFIT)  
(APRIL 1998)**

**APPLICABILITY:** This provision is applicable to any nonprofit organizations whose indirect cost rates under this award are on a provisional basis.

**NEGOTIATED INDIRECT COST RATES - PROVISIONAL (NONPROFIT)  
(APRIL 1998)**

- (a) Provisional indirect cost rates shall 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 shall be reimbursed at the rates, on the bases, and for the periods shown in the schedule of the 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 shall 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 shall 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 Procurement, USAID, Washington, DC 20523-7802. The proposed rates shall be based on the recipient's actual cost experience during that fiscal year. Negotiations of final indirect cost rates shall begin soon after receipt of the recipient's proposal.
- (c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable cost principles.
- (d) The results of each negotiation shall be set forth in a written indirect cost rate agreement signed by both parties. Such agreement is automatically incorporated into this award and shall 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 shall 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 shall 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)**

**3. NEGOTIATED INDIRECT COST RATE - PROVISIONAL (Profit) (April 1998)**

**APPLICABILITY:** This provision applies to for-profit organizations whose indirect cost rates under this award are on a provisional basis.

**NEGOTIATED INDIRECT COST RATE - PROVISIONAL (Profit) (April 1998)**

- a. Provisional indirect cost rates shall be established for the recipient's accounting periods during the term of this award. Pending establishment of revised provisional or final rates, allowable indirect costs shall be reimbursed at the rates, on the bases, and for the periods shown in the schedule of this award. Indirect cost rates and the appropriate bases shall be established in accordance with FAR Subpart 42.7.
- b. Within six months after the close of the recipient's fiscal year, the recipient shall submit to the cognizant agency for audit the proposed final indirect cost rates and supporting cost data. If USAID is the cognizant agency or no cognizant agency has been designated, the recipient shall submit three copies of the proposed final indirect cost rates and supporting cost data, to the Overhead, Special Costs, and Closeout Branch, Office of Procurement, USAID, Washington, DC 20523-7802. The proposed rates shall be based on the recipient's actual cost experience during that fiscal year. Negotiations of final indirect cost rates shall begin soon after receipt of the recipient's proposal.
- c. Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable cost principles.
- d. The results of each negotiation shall be set forth in an indirect cost rate agreement signed by both parties. Such agreement is automatically incorporated into this award and shall 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 shall not change any monetary ceiling, award obligation, or specific cost allowance or disallowance provided for in this award.

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e. Pending establishment of final indirect cost rates for any fiscal year, the recipient shall 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)**

**4. PUBLICATIONS AND MEDIA RELEASES (MARCH 2006)**

**APPLICABILITY:** This provision is applicable when publications are financed under the award.

**PUBLICATIONS AND MEDIA RELEASES (MARCH 2006)**

- a. The recipient shall provide the USAID Cognizant Technical Officer one copy of all published works developed under the award with lists of other written work produced under the award. In addition, the recipient shall submit final documents in electronic format unless no electronic version exists at the following address:  
Online (preferred) <http://www.dec.org/submit.cfm>

Mailing address:  
Document Acquisitions  
USAID Development Experience Clearinghouse (DEC)  
8403 Colesville Road Suite 210  
Silver Spring, MD 20910-6368  
Contract Information

Telephone (301) 562-0641  
Fax (301) 588-7787  
E-mail: [docsubmit@dec.edie.org](mailto:docsubmit@dec.edie.org)

Electronic documents must consist of only one electronic file that comprises the complete and final equivalent of a hard copy. They may be submitted online (preferred); on 3.5" diskettes, a Zip disk, CD-R, or by e-mail. Electronic documents should be in PDF (Portable Document Format). Submission in other formats is acceptable but discouraged.

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

- 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 shall be credited to the award unless the schedule of the award has identified the profits or royalties as program income.
- c. Except as otherwise provided in the terms and conditions of the award, the author or the recipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this award, but USAID reserves a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

**(END OF PROVISION)**

**5. PARTICIPANT TRAINING (APRIL 1998)**

**APPLICABILITY:** This provision is applicable when any participant training is financed under the award.

**PARTICIPANT TRAINING (APRIL 1998)**

- a. Definition: A participant is any non-U.S. individual being trained under this award outside of that individual's home country.
- b. Application of ADS Chapter 253: Participant training under this award shall comply with the policies established in ADS Chapter 253, Participant Training, except to the extent that specific exceptions to ADS 253 have been provided in this award with the concurrence of the Office of International Training.
- c. Orientation: In addition to the mandatory requirements in ADS 253, recipients are strongly encouraged to provide, in collaboration with the Mission training officer, predeparture orientation and orientation in Washington at the Washington International Center. The latter orientation program also provides the opportunity to arrange for home hospitality in Washington and elsewhere in the United States through liaison with the National Council for International Visitors (NCIV). If the Washington orientation is determined not to be feasible, home hospitality can be arranged in most U.S. cities if a request for such is directed to the Agreement Officer, who will transmit the request to NCIV through EGAT/ED/PT.

**(END OF PROVISION)**

**6. VOLUNTARY POPULATION PLANNING ACTIVITIES –  
SUPPLEMENTAL REQUIREMENTS (MAY 2006)**

**APPLICABILITY:** This provision is applicable to all awards involving any aspect of voluntary population planning activities.

**VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (MAY 2006)**

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, shall provide a broad range of family planning methods and services available in the country in which the activity is conducted or shall 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 or nongovernmental organization 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 shall 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 shall 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) No person shall 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 shall 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 shall 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 shall agree that the project will comply with the requirements of this paragraph while using such commodities or receiving such services.
- (9)
  - i) The recipient shall 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 shall 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 shall 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 shall provide USAID such additional information about violations as USAID may request.

c. Additional Requirements for Voluntary Sterilization Programs

- (1) None of the funds made available under this award shall 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 shall 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 anytime 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 shall 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 shall be acknowledged by the patient's mark on the certification and by the signature or mark of a witness who shall speak 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, shall 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. Ineligibility of Foreign Nongovernmental Organizations that Perform or Actively Promote Abortion as a Method of Family Planning.

I. Grants and Cooperative Agreements with U.S. Nongovernmental Organizations

- (1) The recipient agrees that it will not furnish assistance for family planning under this award to any foreign nongovernmental organization that performs or actively promotes abortion as a method of family planning in USAID-recipient countries or that provides financial support to any other foreign nongovernmental organization that conducts such activities. For purposes of this paragraph (e), a foreign nongovernmental organization is a nongovernmental organization that is not organized under the laws of any State of the United States, the District of Columbia or the Commonwealth of Puerto Rico.
- (2) Prior to furnishing funds provided under this award to another nongovernmental organization organized under the laws of any State of the United States, the District of Columbia, or the Commonwealth of Puerto Rico, the recipient shall obtain the written agreement of such organization that the organization shall not furnish assistance for family planning under this award to any foreign nongovernmental organization except under the conditions and requirements that are applicable to the recipient as set forth in this paragraph (e).
- (3) The recipient may not furnish assistance for family planning under this award to a foreign nongovernmental organization (the subrecipient) unless:
  - (i) The subrecipient certifies in writing that it does not perform or actively promote abortion as a method of family planning in USAID recipient countries and does not provide financial support to any other foreign nongovernmental organization that conducts such activities; and
  - (ii) The recipient obtains the written agreement of the subrecipient containing the undertakings described in subparagraph (4) below.
- (4) Prior to furnishing assistance for family planning under this award to a subrecipient, the subrecipient must agree in writing that:

- (i) The subrecipient will not, while receiving assistance under this award, perform or actively promote abortion as a method of family planning in USAID-recipient countries or provide financial support to other foreign nongovernmental organizations that conduct such activities;
- (ii) The recipient and authorized representatives of USAID may, at any reasonable time: (A) inspect the documents and materials maintained or prepared by the subrecipient in the usual course of its operations that describe the family planning activities of the subrecipient, including reports, brochures and service statistics; (B) observe the family planning activity conducted by the subrecipient; (C) consult with family planning personnel of the subrecipient; and (D) obtain a copy of the audited financial statement or report of the subrecipient, if there is one;
- (iii) In the event that the recipient or USAID has reasonable cause to believe that a subrecipient may have violated its undertaking not to perform or actively promote abortion as a method of family planning, the recipient shall review the family planning program of the subrecipient to determine whether a violation of the undertaking has occurred. The subrecipient shall make available to the recipient such books and records and other information as may be reasonably requested in order to conduct the review. USAID may also review the family planning program of the subrecipient under these circumstances, and USAID shall have access to such books and records and information for inspection upon request;
- (iv) The subrecipient shall refund to the recipient the entire amount of assistance for family planning furnished to the subrecipient under this award in the event it is determined that the certification provided by the subrecipient under subparagraph (3), above, is false;
- (v) Assistance for family planning provided to the subrecipient under this award shall be terminated if the subrecipient violates any undertaking in the agreement required by subparagraphs (3) and (4), and the subrecipient shall refund to the recipient the value of any assistance furnished under this award that is used to perform or actively promote abortion as a method of family planning; and
- (vi) The subrecipient may furnish assistance for family planning under this award to another foreign nongovernmental organization (the subsubrecipient) only if: (A) the sub-subrecipient certifies in writing that it does not perform or actively promote abortion as a method of family planning in USAID-recipient countries and does not provide financial support to any other foreign nongovernmental organization that conducts such activities; and (B) the subrecipient obtains the written agreement of the sub-subrecipient that contains the same undertakings and obligations to the subrecipient as those provided by the subrecipient to the recipient as described in subparagraphs (4)(i)-(v) above.

- (5) Agreements with subrecipients and sub-subrecipients required under subparagraphs (3) and (4) shall contain the definitions set forth in subparagraph (10) of this paragraph (e).
- (6) The recipient shall be liable to USAID for a refund for a violation of any requirement of this paragraph (e) only if: (i) the recipient knowingly furnishes assistance for family planning to a subrecipient who performs or actively promotes abortion as a method of family planning; or (ii) the certification provided by a subrecipient is false and the recipient failed to make reasonable efforts to verify the validity of the certification prior to furnishing assistance to the subrecipient; or (iii) the recipient knows or has reason to know, by virtue of the monitoring which the recipient is required to perform under the terms of this award, that a subrecipient has violated any of the undertakings required under subparagraph (4) and the recipient fails to terminate assistance for family planning to the subrecipient, or fails to require the subrecipient to terminate assistance to a sub-subrecipient that violates any undertaking of the agreement required under subparagraph 4(vi), above. If the recipient finds, in exercising its monitoring responsibility under this award, that a subrecipient or subsubrecipient receives frequent requests for the information described in subparagraph (10)(iii)(A)(II), below, the recipient shall verify that this information is being provided properly in accordance with subparagraph (10)(iii)(A)(II) and shall describe to USAID the reasons for reaching its conclusion.
- (7) In submitting a request to USAID for approval of a recipient's decision to furnish assistance for family planning to a subrecipient, the recipient shall include a description of the efforts made by the recipient to verify the validity of the certification provided by the subrecipient. USAID may request the recipient to make additional efforts to verify the validity of the certification. USAID will inform the recipient in writing when USAID is satisfied that reasonable efforts have been made. If USAID concludes that these efforts are reasonable within the meaning of subparagraph (6) above, the recipient shall not be liable to USAID for a refund in the event the subrecipient's certification is false unless the recipient knew the certification to be false or misrepresented to USAID the efforts made by the recipient to verify the validity of the certification.
- (8) It is understood that USAID may make independent inquiries, in the community served by a subrecipient or sub-subrecipient, regarding whether it performs or actively promotes abortion as a method of family planning.
- (9) A subrecipient must provide the certification required under subparagraph (3) and a sub-subrecipient must provide the certification required under subparagraph (4)(vi) each time a new agreement is executed with the subrecipient or sub-subrecipient in furnishing assistance for family planning under the award.
- (10) The following definitions apply for purposes of this paragraph (e):
  - (i) Abortion is a method of family planning when it is for the purpose of spacing births. This includes, but is not limited to, abortions performed for the physical or

mental health of the mother, but does not include abortions performed if the life of the mother would be endangered if the fetus were carried to term or abortions performed following rape or incest (since abortion under these circumstances is not a family planning act).

- (ii) To perform abortions means to operate a facility where abortions are performed as a method of family planning. Excluded from this definition are clinics or hospitals that do not include abortion in their family planning programs. Also excluded from this definition is the treatment of injuries or illnesses caused by legal or illegal abortions, for example, postabortion care.
- (iii) To actively promote abortion means for an organization to commit resources, financial or other, in a substantial or continuing effort to increase the availability or use of abortion as a method of family planning.

(A) This includes, but is not limited to, the following:

- (I) Operating a family planning counseling service that includes, as part of the regular program, providing advice and information regarding the benefits and availability of abortion as a method of family planning;
  - (II) Providing advice that abortion is an available option in the event other methods of family planning are not used or are not successful or encouraging women to consider abortion (passively responding to a question regarding where a safe, legal abortion may be obtained is not considered active promotion if the question is specifically asked by a woman who is already pregnant, the woman clearly states that she has already decided to have a legal abortion, and the family planning counselor reasonably believes that the ethics of the medical profession in the country requires a response regarding where it may be obtained safely);
  - (III) Lobbying a foreign government to legalize or make available abortion as a method of family planning or lobbying such a government to continue the legality of abortion as a method of family planning; and
  - (IV) Conducting a public information campaign in USAID recipient countries regarding the benefits and/or availability of abortion as a method of family planning.
- (B) Excluded from the definition of active promotion of abortion as a method of family planning are referrals for abortion as a result of rape or incest, or if the life of the mother would be endangered if the fetus were carried to term. Also

excluded from this definition is the treatment of injuries or illnesses caused by legal or illegal abortions, for example, post-abortion care.

- (C) Action by an individual acting in the individual's capacity shall not be attributed to an organization with which the individual is associated, provided that the organization neither endorses nor provides financial support for the action and takes reasonable steps to ensure that the individual does not improperly represent that the individual is acting on behalf of the organization.
- (iv) To furnish assistance for family planning to a foreign nongovernmental organization means to provide financial support under this award to the family planning program of the organization, and includes the transfer of funds made available under this award or goods or services financed with such funds, but does not include the purchase of goods or services from an organization or the participation of an individual in the general training programs of the recipient, subrecipient or subsubrecipient.
- (v) To control an organization means the possession of the power to direct or cause the direction of the management and policies of an organization.
- (11) In determining whether a foreign nongovernmental organization is eligible to be a subrecipient or sub-subrecipient of assistance for family planning under this award, the action of separate nongovernmental organizations shall not be imputed to the subrecipient or sub-subrecipient, unless, in the judgment of USAID, a separate nongovernmental organization is being used as a sham to avoid the restrictions of this paragraph (e). Separate nongovernmental organizations are those that have distinct legal existence in accordance with the laws of the countries in which they are organized. Foreign organizations that are separately organized shall not be considered separate, however, if one is controlled by the other. The recipient may request USAID's approval to treat as separate the family planning activities of two or more organizations, that would not be considered separate under the preceding sentence, if the recipient believes, and provides a written justification to USAID therefore, that the family planning activities of the organizations are sufficiently distinct so as to warrant not imputing the activity of one to the other.
- (12) Assistance for family planning may be furnished under this award by a recipient or sub-subrecipient to a foreign government event though the government includes abortion in its family planning program, provided that no assistance may be furnished in support of the abortion activity of the government and any funds transferred to the government shall be placed in a segregated account to ensure that such funds may not be used to support the abortion activity of the government.
- (13) The requirements of this paragraph are not applicable to child spacing

assistance furnished to a foreign nongovernmental organization that is engaged primarily in providing health services if the objective of the assistance is to finance integrated health care services to mothers and children and child spacing is one of several health care services being provided by the organization as part of a larger child survival effort with the objective of reducing infant and child mortality.

## II. Grants and Cooperative Agreements with Non-U.S., Nongovernmental Organizations

- (1) The recipient certifies that it does not now and will not during the term of this award perform or actively promote abortion as a method of family planning in USAID-recipient countries or provide financial support to any other foreign nongovernmental organization that conducts such activities. For purposes of this paragraph (e), a foreign nongovernmental organization is a nongovernmental organization that is not organized under the laws of any State of the United States, the District of Columbia or the Commonwealth of Puerto Rico.
- (2) The recipient agrees that the authorized representative of USAID may, at any reasonable time: (i) inspect the documents and materials maintained or prepared by the recipient in the usual course of its operations that describe the family planning activities of the recipient, including reports, brochures and service statistics; (ii) observe the family planning activity conducted by the recipient, (iii) consult with the family planning personnel of the recipient; and (iv) obtain a copy of the audited financial statement or report of the recipient, if there is one.
- (3) In the event USAID has reasonable cause to believe that the recipient may have violated its undertaking not to perform or actively promote abortion as a method of family planning, the recipient shall make available to USAID such books and records and other information as USAID may reasonably request in order to determine whether a violation of the undertaking has occurred.
- (4) The recipient shall refund to USAID the entire amount of assistance for family planning furnished under this award in the event it is determined that the certification provided by the recipient under subparagraph (1), above, is false.
- (5) Assistance for family planning to the recipient under this award shall be terminated if the recipient violates any undertaking required by this paragraph (e), and the recipient shall refund to USAID the value of any assistance furnished under this award that is used to perform or actively promote abortion as a method of family planning.
- (6) The recipient may not furnish assistance for family planning under this award to a foreign nongovernmental organization (the subrecipient) unless: (i) the subrecipient certifies in writing that it does not perform or actively promote abortion as a method of family planning in USAID-recipient countries and does not provide financial support to any other foreign nongovernmental organization that conducts such activities; and (ii) the

recipient obtains the written agreement of the subrecipient containing the undertakings described in subparagraph (7), below.

(7) Prior to furnishing assistance for family planning under this award to a subrecipient, the subrecipient must agree in writing that:

(i) The subrecipient will not, while receiving assistance under this award, perform or actively promote abortion as a method of family planning in USAID-recipient countries or provide financial support to other nongovernmental organizations that conduct such activities.

(ii) The recipient and authorized representatives of USAID may, at any reasonable time: (A) inspect the documents and materials maintained or prepared by the subrecipient in the usual course of its operations that describe the family planning activities of the subrecipient, including reports, brochures and service statistics; (B) observe the family planning activity conducted by the subrecipient; (C) consult with family planning personnel of the subrecipient; and (D) obtain a copy of the audited financial statement or report of the subrecipient, if there is one.

(iii) In the event the recipient or USAID has reasonable cause to believe that a subrecipient may have violated its undertaking not to perform or actively promote abortion as a method of family planning, the recipient shall review the family planning program of the subrecipient to determine whether a violation of the undertaking has occurred. The subrecipient shall make available to the recipient such books and records and other information as may be reasonably requested in order to conduct the review. USAID may also review the family planning program of the subrecipient under these circumstances, and USAID shall have access to such books and records and information for inspection upon request.

(iv) The subrecipient shall refund to the recipient the entire amount of assistance for family planning furnished to the subrecipient under this award in the event it is determined that the certification provided by the subrecipient under subparagraph (6), above, is false.

(v) Assistance for family planning to the subrecipient under this award shall be terminated if the subrecipient violates any undertaking required by this paragraph (e), and the subrecipient shall refund to the recipient the value of any assistance furnished under this award that is used to perform or actively promote abortion as a method of family planning.

(vi) The subrecipient may furnish assistance for family planning under this award to another foreign nongovernmental organization (the subsubrecipient) only if: (A) the sub-subrecipient certifies in writing that it does not perform or

actively promote abortion as a method of family planning in USAID-recipient countries and does not provide financial support to any other foreign nongovernmental organization that conducts such activities; and (B) the subrecipient obtains the written agreement of the sub-subrecipient that contains the same undertakings and obligations to the subrecipient as those provided by the subrecipient to the recipient as described in subparagraphs (7)(i)-(v), above.

(8) Agreements with subrecipients and sub-subrecipients required under subparagraphs (6) and (7) shall contain the definitions set forth in subparagraph (13) of this paragraph (e).

(9) The recipient shall be liable to USAID for a refund for a violation by a subrecipient relating to its certification required under subparagraph (6) or by a subrecipient or a sub-subrecipient relating to its undertakings in the agreement required under subparagraphs (6) and (7) only if: (i) the recipient knowingly furnishes assistance for family planning to a subrecipient that performs or actively promotes abortion as a method of family planning; or (ii) the certification provided by a subrecipient is false and the recipient failed to make reasonable efforts to verify the validity of the certification prior to furnishing assistance to the subrecipient; or (iii) the recipient knows or has reason to know, by virtue of the monitoring that the recipient is required to perform under the terms of this award, that a subrecipient has violated any of the undertakings required under subparagraph (7) and the recipient fails to terminate assistance for family planning to the subrecipient, or fails to require the subrecipient to terminate assistance to a sub-subrecipient that violates any undertaking of the agreement required under subparagraph 7(vi), above. If the recipient finds, in exercising its monitoring responsibility under this award, that a subrecipient or sub-subrecipient receives frequent requests for the information described in subparagraph (13)(iii)(A)(II), below, the recipient shall verify that this information is being provided properly in accordance with subparagraph 13(iii)(A)(II) and shall describe to USAID the reasons for reaching its conclusion.

(10) In submitting a request to USAID for approval of a recipient's decision to furnish assistance for family planning to a subrecipient, the recipient shall include a description of the efforts made by the recipient to verify the validity of the certification provided by the subrecipient. USAID may request the recipient to make additional efforts to verify the validity of the certification. USAID will inform the recipient in writing when USAID is satisfied that reasonable efforts have been made. If USAID concludes that these efforts are reasonable within the meaning of subparagraph (9) above, the recipient shall not be liable to USAID for a refund in the event the subrecipient's certification is false unless the recipient knew the certification to be false or misrepresented to USAID the efforts made by the recipient to verify the validity of the certification.



(11) It is understood that USAID may make independent inquiries, in the community served by a subrecipient or sub-subrecipient, regarding whether it performs or actively promotes abortion as a method of family planning.

(12) A subrecipient must provide the certification required under subparagraph (6) and a sub-subrecipient must provide the certification required under subparagraph (7)(vi) each time a new agreement is executed with the subrecipient or sub-subrecipient in furnishing assistance for family planning under this award.

(13) The following definitions apply for purposes of paragraph (e):

(i) Abortion is a method of family planning when it is for the purpose of spacing births. This includes, but is not limited to, abortions performed for the physical or mental health of the mother but does not include abortions performed if the life of the mother would be endangered if the fetus were carried to term or abortions performed following rape or incest (since abortion under these circumstances is not a family planning act).

(ii) To perform abortions means to operate a facility where abortions are performed as a method of family planning. Excluded from this definition are clinics or hospitals that do not include abortion in their family planning programs. Also excluded from this definition is the treatment of injuries or illnesses caused by legal or illegal abortions, for example, postabortion care.

(iii) To actively promote abortion means for an organization to commit resources, financial or other, in a substantial or continuing effort to increase the availability or use of abortion as a method of family planning.

(A) This includes, but is not limited to, the following:

(I) Operating a family planning counseling service that includes, as part of the regular program, providing advice and information regarding the benefits and availability of abortion as a method of family planning;

(II) Providing advice that abortion is an available option in the event other methods of family planning are not used or are not successful or encouraging women to consider abortion (passively responding to a question regarding where a safe, legal abortion may be obtained is not considered active promotion if the question is specifically asked by a woman who is already pregnant, the woman clearly states that she has already decided to have a legal abortion, and the family planning counselor reasonably believes that the ethics of the medical profession in the country requires a response regarding where it may be obtained safely);

(III) Lobbying a foreign government to legalize or make available abortion as a method of family planning or lobbying such a government to continue the legality of abortion as a method of family planning; and

(IV) Conducting a public information campaign in USAID recipient countries regarding the benefits and/or availability of abortion as a method of family planning.

(B) Excluded from the definition of active promotion of abortion as a method of family planning are referrals for abortion as a result of rape or incest or if the life of the mother would be endangered if the fetus were carried to term. Also excluded from this definition is the treatment of injuries or illnesses caused by legal or illegal abortions, for example, post-abortion care.

(C) Action by an individual acting in the individual's own capacity shall not be attributed to an organization with which the individual is associated, provided that the organization neither endorses nor provides financial support for the action and takes reasonable steps to ensure that the individual does not improperly represent the individual is acting on behalf of the organization.

(iv) To furnish assistance for family planning to a foreign nongovernmental organization means to provide financial support under this award to the family planning program of the organization, and includes the transfer of funds made available under this award or goods or services financed with such funds, but does not include the purchase of goods or services from an organization or the participation of an individual in the general training programs of the recipient, subrecipient or subsubrecipient.

(v) To control an organization means the possession of the power to direct or cause the direction of the management and policies of an organization.

(14) In determining whether a foreign nongovernmental organization is eligible to be a recipient, subrecipient or sub-subrecipient of assistance for family planning under this award, the action of separate nongovernmental organizations shall not be imputed to the recipient, subrecipient or subsubrecipient, unless, in the judgment of USAID, a separate nongovernmental organization is being used as a sham to avoid the restrictions of this paragraph (e). Separate nongovernmental organizations are those that have distinct legal existence in accordance with the laws of the countries in which they are organized. Foreign organizations that are separately organized shall not be considered separate, however, if one is controlled by the other. The recipient may request USAID's approval to treat as separate the family planning activities of two or more organizations, which would not be considered separate under the preceding sentence, if the recipient believes, and provides a written justification to USAID therefore, that the family planning activities of the organizations are sufficiently distinct so as to warrant not imputing the activity of one of the other.

(15) Assistance for family planning may be furnished under this award by a recipient, subrecipient or sub-subrecipient to a foreign government even though the government includes abortion in its family planning program, provided that no assistance may be furnished in support of the abortion activity of the government and any funds transferred to the government shall be placed in a segregated account to ensure that such funds may not be used to support the abortion activity of the government.

(16) The requirements of this paragraph are not applicable to child spacing assistance furnished to a foreign nongovernmental organization that is engaged primarily in providing health services if the objective of the assistance is to finance integrated health care services to mothers and children and child spacing is one of several health care services being provided by the organization as part of a larger child survival effort with the objective of reducing infant and child mortality.

### III. Exceptions

The paragraphs set forth in sections (I) and (II) above are not applicable in the situations described below:

(1) While the paragraphs are to be used in grants and cooperative agreements (and assistance subagreements) that provide financing for family planning activity or activities, if family planning is a component of an activity involving assistance or other purposes, such as food and nutrition, health for education, paragraph (e), "Ineligibility of Foreign Nongovernmental Organizations that Perform or Actively Promote Abortion as a Method of Family Planning," applies only to the family planning component.

(2) When health or child survival funds are used to provide assistance for child spacing as well as health purposes, these paragraphs are applicable to such assistance unless: (a) the foreign nongovernmental organization is one that primarily provides health services; (b) the objective of the assistance is to finance integrated health care services to mothers and children; and (c) child spacing is one of several health care services being provided as part of a larger child survival effort with the objective of reducing infant and child mortality. These paragraphs need not be included in the assistance agreement if it indicates that assistance for child spacing will be provided only in this way. USAID support under these circumstances is considered a contribution to a health service delivery program and not to a family planning program. In such a case, these paragraphs need not be included in an assistance agreement.

(3) These paragraphs need not be included in assistance agreements with United States nongovernmental organizations for family planning purposes if implementation of the activity does not involve assistance to foreign nongovernmental organizations.

\*f. The recipient shall insert paragraphs (a), (b), (c), (d), and (f) of this provision in all subsequent subagreements and contracts involving family planning or population activities that will be supported in whole or in part from funds under this award. Paragraph (e) shall be inserted in subagreements and sub-subagreements in accordance

with the terms of paragraph (e). The term subagreement means subgrants and subcooperative agreements.

**(END OF PROVISION)**

**7. PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT  
(APRIL 1998)**

**APPLICABILITY:** This provision is applicable when human subjects are involved in research financed by the award.

**PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT (APRIL 1998)**

a. Safeguarding the rights and welfare of human subjects involved in research supported by USAID is the responsibility of the organization to which support is awarded. USAID has adopted the Common Federal Policy for the Protection of Human Subjects, Part 225 of Title 22 of the Code of Federal Regulations (the "Policy"). Additional interpretation, procedures, and implementation guidance of the Policy are found in USAID General Notice entitled "Procedures for the Protection of Human Subjects in Research Supported by USAID," issued April 19, 1995, as from time to time amended. USAID's Cognizant Human Subjects Officer (CHSO) in USAID/W has oversight, guidance, and interpretation responsibility for the Policy.

b. Recipient organizations must comply with USAID policy when humans are the subject of research, as defined in 22 CFR 225.102(d), funded by the grant and recipients must provide "assurance", as required by 22 CFR 225.103, that they follow and abide by the procedures in the Policy. See also Section 5 of the April 19, 1995, USAID General Notice which sets forth activities to which the Policy is applicable. The existence of a bona fide, applicable assurance approved by the Department of Health and Human Services (HHS) such as the "multiple project assurance" (MPA) will satisfy this requirement. Alternatively, organizations can provide an acceptable written assurance to USAID as described in 22 CFR 225.103. Such assurances must be determined by the CHSO to be acceptable prior to any applicable research being initiated or conducted under the award. In some limited instances outside the U.S., alternative systems for the protection of human subjects may be used provided they are deemed "at least equivalent" to those outlined in Part 225 (See 22 CFR 225.101[h]). Criteria and procedures for making this determination are described in the General Notice cited in the preceding paragraph.

c. Since the welfare of the research subject is a matter of concern to USAID as well as to the organization, USAID staff consultants and advisory groups may independently review and inspect research and research processes and procedures involving human subjects, and based on such findings, the CHSO may prohibit research which presents unacceptable hazards or otherwise fails to comply with USAID procedures. Informed

consent documents must include the stipulation that the subject's records may be subject to such review.

**(END OF PROVISION)**

**8. CARE OF LABORATORY ANIMALS (MARCH 2004)**

**APPLICABILITY:** This provision is applicable when laboratory animals are involved in research performed in the U.S. and financed by the award.

**CARE OF LABORATORY ANIMALS (MARCH 2004)**

a. Before undertaking performance of any grant involving the use of laboratory animals, the recipient shall register with the Secretary of Agriculture of the United States in accordance with Section 6, Public Law 89-544, Laboratory Animal Welfare Act, August 24, 1966, as amended by Public Law 91-579, Animal Welfare Act of 1970, December 24, 1970. The recipient shall furnish evidence of such registration to the Agreement Officer.

b. The recipient shall acquire animals used in research under this award only from dealers licensed by the Secretary of Agriculture, or from exempted sources in accordance with the Public Laws enumerated in (a) above.

c. In the care of any live animals used or intended for use in the performance of this grant, the recipient shall adhere to the principles enunciated in the Guide for Care and Use of Laboratory Animals prepared by the Institute of Laboratory Animals Resources, National Academy of Sciences - National Research Council, and in the United States Department of Agriculture's (USDA) regulations and standards issued under the Public Laws enumerated in a. above. In case of conflict between standards, the higher standard shall be used. The recipient's reports on portions of the award in which animals were used shall contain a certificate stating that the animals were cared for in accordance with the principles enunciated in the Guide for Care and Use of Laboratory Animals prepared by the Institute of Laboratory Animal Resources, NAS-NRC, and/or in the regulations and standards as promulgated by the Agricultural Research Service, USDA, pursuant to the Laboratory Animal Welfare Act of 24 August 1966, as amended (P.L. 89-544 and P.L. 91-579). NOTE: The recipient may request registration of the recipient's facility and a current listing of licensed dealers from the Regional Office of the Animal and Plant Health Inspection Service (APHIS), USDA, for the region in which the recipient's research facility is located. The location of the appropriate APHIS Regional Office as well as information concerning this program may be obtained by contacting the Senior Staff Office, Animal Care Staff, USDA/APHIS, 4700 River Road Unit 84, Riverdale, MD 20737-1234 and at <http://www.aphis.usda.gov/ac/>.

**(END OF PROVISION)**

**9. 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, shall 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 shall 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 shall be turned over to the owner of title or disposed of in accordance with its instructions. All performance guarantees and warranties obtained from suppliers shall be taken in the name of the title owner.

b. The recipient shall 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 shall 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 shall 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 shall be guided by the following requirements:

(1) **Property Control:** The property control system shall 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 shall 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 shall be submitted yearly concurrently with the annual report.
- (2) Maintenance Program: The recipient's maintenance program shall 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 shall 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 shall be submitted annually concurrently with the annual report.
- d. Risk of Loss:
- (1) The recipient shall not be 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 shall be 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 shall be applicable in any case, the recipient's liability under any one exception shall not be limited by any other exception.
- (2) The recipient shall not be reimbursed for, and shall 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 shall notify the Agreement Officer thereof, shall 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 shall 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 shall use the proceeds to repair, renovate or replace the cooperating country property involved, or shall credit such proceeds against the cost of the work covered by the award, or shall otherwise reimburse USAID, as directed by the Agreement Officer. The recipient shall 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, shall, 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, shall 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 shall 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 shall also indicate what disposition has been made of such property.
  - g. Communications: All communications issued pursuant to this provision shall be in writing.

(END OF PROVISION)

**10. PUBLIC NOTICES (MARCH 2004)**

**APPLICABILITY:** This provision is applicable when the cognizant Activity Manager or SO Team determines that the award is of public interest and requests that the provision be included in the award.

It is USAID's policy to inform the public as fully as possible of its programs and activities. The recipient is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments. Press releases or other public notices should 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 120 countries worldwide."

The recipient may call on USAID's Bureau for Legislative and Public Affairs for advice regarding public notices. The recipient is requested to provide copies of notices or announcements to the cognizant technical officer and to USAID's Bureau for Legislative and Public Affairs as far in advance of release as possible.

**(END OF PROVISION)**

**11. (RESERVED)**

**\*12. COST SHARING (MATCHING) (JULY 2002)**

**APPLICABILITY:** This provision, along with 22 CFR 226, is applicable when the recipient has agreed or is required to cost share or provide a matching share.

**COST SHARING (MATCHING) (July 2002)**

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, origin 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)**

13. **PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS  
(JUNE 1999)**

**APPLICABILITY:** This provision is applicable where performance of the award will take place in "Covered" Countries, as described in ADS 206 (see 206.5.3)

**PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS  
(JUNE 1999)**

- a. USAID reserves the right to terminate assistance to, or take other appropriate measures with respect to, any participant approved by USAID who is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.
- b.
  - (1) For any loan over \$1000 made under this agreement, the recipient shall insert a clause in the loan agreement stating that the loan is subject to immediate cancellation, acceleration, recall or refund by the recipient if the borrower or a key individual of a borrower is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.
  - (2) Upon notice by USAID of a determination under section (1) and at USAID's option, the recipient agrees to immediately cancel, accelerate or recall the loan, including refund in full of the outstanding balance. USAID reserves the right to have the loan refund returned to USAID.
- c.
  - (1) The recipient agrees not to disburse, or sign documents committing the recipient to disburse, funds to a subrecipient designated by USAID ("Designated Subrecipient") until advised by USAID that: (i) any United States Government review of the Designated Subrecipient and its key individuals has been completed; (ii) any related certifications have been obtained; and (iii) the assistance to the Designated Subrecipient has been approved. Designation means that the subrecipient has been unilaterally selected by USAID as the subrecipient. USAID approval of a subrecipient, selected by another party, or joint selection by USAID and another party is not designation.
  - (2) The recipient shall insert the following clause, or its substance, in its agreement with the Designated Subrecipient:  
  
"The recipient reserves the right to terminate this [Agreement/Contract] or take other appropriate measures if the [Subrecipient] or a key individual of the [Subrecipient] is found to have been convicted of a narcotic offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140."

**(END OF PROVISION)**

**\*14. INVESTMENT PROMOTION (NOVEMBER 2003)**

**APPLICABILITY:** The following clause is required for grants and cooperative agreements when the program includes gray-area activities or investment-related activities where specific activities are not identified at the time of obligation but could be for investment-related activities, as described in ADS 225 (sec 225.3.1.8)

**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 sub-recipients 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 sub-agreements entered into hereunder.

**(END OF PROVISION)**

**\*15. REPORTING OF FOREIGN TAXES (MARCH 2006)**

- a. The recipient must annually submit a report by April 16 of the next year.
- b. Contents of Report. The report must contain:
  - (i) Contractor/recipient name.
  - (ii) Contact name with phone, fax and email.
  - (iii) Agreement number(s).
  - (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this

agreement during the prior U.S. fiscal year.

(v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).

(vi) Any reimbursements received by the Recipient during the period in (iv) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (iv) received through March 31.

(vii) Report is required even if the recipient did not pay any taxes during the

(viii) Cumulative reports may be provided if the recipient is implementing more than one program in a foreign country.

c. Definitions. For purposes of this clause:

(i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.

(ii) "Commodity" means any material, article, supply, goods, or equipment.

(iii) "Foreign government" includes any foreign governmental entity.

(iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

d. Where. Submit the reports to: [insert address and point of contact at the Embassy, Mission or FM/CMP as appropriate. see b. below] [optional with a copy to ]

e. Subagreements. The recipient must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements.

f. For further information see <http://www.state.gov/m/rm/c10443.htm>.

**(END OF PROVISION)**

**\*16. FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JANUARY 2002)**

**APPLICABILITY:** Include this provision in agreements funded from the following accounts:

- Development Assistance, including assistance for sub-Saharan Africa,
- Child Survival and Disease Programs Fund, and
- Micro and Small Enterprise Development Program Account.

#### **FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JANUARY 2002)**

Funds in this agreement may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences or as approved by the Agreement Officer.

These provisions also must be included in the Standard Provisions of any new grant or cooperative agreement to a public international organization or a U.S. or non-U.S. nongovernmental organization financed with FY04 HIV/AIDS funds or modification to an existing grant or cooperative agreement that adds FY04 HIV/AIDS.

**(END OF PROVISION)**

#### **17. ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (JULY 2004)**

**APPLICABILITY:** This provision must be included in any Request for Application (RFA) or Annual Program Statement (APS) that could lead to a grant or cooperative agreement for activities related to human trafficking funded from any year program resources.

#### **ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (JULY 2004)**

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, support or advocate the legalization or practice of prostitution. Nothing in the preceding sentence shall be construed to 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 from such victims being trafficked. Foreign organizations, whether prime or subrecipients, that receive U.S. Government funds to fight trafficking in persons cannot promote, support or advocate the legalization or practice of prostitution when they are engaged in overseas activities. The preceding sentence shall not apply to organizations that provide services to individuals solely after they are no longer engaged in activities that resulted from such victims being trafficked.

(END OF PROVISION)

**18. PROHIBITION ON THE USE OF FEDERAL FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF PROSTITUTION - ASSISTANCE (JULY 2004)**

**APPLICABILITY:** This provision must be included in any grant or cooperative agreement that uses funds made available for activities related to human trafficking funded from any year program resources.

**PROHIBITION ON THE USE OF FEDERAL FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF PROSTITUTION - ASSISTANCE (JULY 2004)**

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, support, or advocate the legalization or practice of prostitution. Nothing in the preceding sentence shall be construed to 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 from such victims being trafficked.

b. [This subsection (b) only applies to foreign non-governmental organizations and PIOs receiving U.S. Government funds to carry out programs that target victims of severe forms of trafficking as either prime awardees or subawardees.]

(1) For programs that target victims of severe forms of trafficking, as a condition of entering into this agreement or subagreement, the recipient/subrecipient agrees that in its activities outside of the United States and its possessions it does not promote, support, or advocate the legalization or practice of prostitution. The preceding sentence shall not apply to organizations that provide services to individuals solely after they are no longer engaged in activities that resulted from such victims being trafficked.

(2) The following definitions apply for purposes of this clause:

**FOREIGN NON-GOVERNMENTAL ORGANIZATION** – The term “foreign nongovernmental organization” means an entity that is not organized under the laws of any State of the United States, the District of Columbia or the Commonwealth of Puerto Rico.

**SEVERE FORMS OF TRAFFICKING IN PERSONS.** -- The term “severe forms of trafficking in persons” means—

(A) 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

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years of age; or

(B) 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.

(C) The recipient shall insert this provision in all sub-agreements under this award.

(D) This provision includes express terms and conditions of the agreement and any violation of it shall be grounds for unilateral termination, in whole or in part, of the agreement by USAID prior to the end of its term.

**(END OF PROVISION)**

**\*19. ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (JUNE 2005)**

**APPLICABILITY:** This provision must be included in any agreement financing HIV/AIDS activities.

**ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (JUNE 2005)**

An organization that is otherwise eligible to receive funds under this agreement to prevent, treat, or monitor HIV/AIDS shall not be required to endorse or utilize a multisectoral approach to combating HIV/AIDS, or to endorse, utilize, or participate in a prevention method or treatment program to which the organization has a religious or moral objection.

**(END OF PROVISION)**

**\*20. CONDOMS (JUNE 2005)**

**APPLICABILITY:** This provision must be included in any agreement financing HIV/AIDS activities.

**CONDOMS (JUNE 2005)**

Information provided about the use of condoms as part of projects or activities that are funded under this agreement shall be medically accurate and shall include the public health benefits and failure rates of such use and shall be consistent with USAID's fact sheet entitled, "USAID: HIV/STI Prevention and Condoms. This fact sheet may be accessed at:

[http://www.usaid.gov/our\\_work/global\\_health/aids/TechAreas/prevention/](http://www.usaid.gov/our_work/global_health/aids/TechAreas/prevention/)



(END OF PROVISION)

**\*21. PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE  
LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX  
TRAFFICKING (JUNE 2005)**

**APPLICABILITY:** This provision must be included in any agreement financing HIV/AIDS activities.

**PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION  
OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (JUNE 2005)**

- 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. Except as noted in the second sentence of this paragraph, as a condition of entering into this agreement or any subagreement, a non-governmental organization or public international organization recipient/subrecipient must have a policy explicitly opposing prostitution and sex trafficking. The following organizations are exempt from this paragraph: the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.
- c. The following definition applies for purposes of this provision:  
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 subagreements.
- e. This provision includes express terms and conditions of the agreement and any violation of it shall be grounds for unilateral termination of the agreement by USAID prior to the end of its term.

(END OF PROVISION)

**22. USAID DISABILITY POLICY - ASSISTANCE (DECEMBER 2004)**

**APPLICABILITY:** This provision must be included in Request for Applications (RFAs), and in awards.

**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 website:  
[http://pdf.dec.org/pdf\\_docs/PDABQ631.pdf](http://pdf.dec.org/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)**

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

**APPLICABILITY:** This provision must be included in Request for Applications (RFAs) and in awards involving construction.

**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 website: [http://pdf.dec.org/pdf\\_docs/PDABQ631.pdf](http://pdf.dec.org/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, re-roofing, 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."

**(END OF PROVISION)**

ATTACHMENT FOUR: MARKING PLAN

**Partnership in Food Industry Development - Natural  
Products  
USAID Funded Project  
Marking strategy  
Jim Simon, Ramu Govindasamy, Dan Acquaye, and Rodolfo  
Juliani, Rutgers University**

- We have listed all the equipments and vehicles bought with USAID PFID/NP project. These existing equipments and vehicles will be marked as presented in the following table. New equipments and vehicles bought in the future will also be marked in the following way.
- Current offices, farmer groups and enterprises supported by the grant will be appropriately marked as mentioned below. Future offices, farmers groups and enterprises will also be marked as mentioned below.
- PFID/NP and ASNAPP websites will be marked with USAID logo as mentioned below. Any future websites created for dissemination of information regarding conferences, seminars, workshops will also be marked with UDAID logo.
- Posters, scientific publications, technical reports, conference presentation will be marked with USAID logo as mentioned below. Future presentation of posters, scientific publications, technical reports and conference presentations will also marked the same way.
- Reports to USAID such as Quarterly and annual reports will also be marked with USAID logo, as mentioned below.

Equipments	Quantity	Remarks
Computers	3	Put USAID logo (Sticker)
Printers	3	Put USAID logo (Sticker)
Office Furniture	5	Put USAID logo (Sticker)
Sony Digital camera	1	Put USAID logo (Sticker)
Laptop	2	Put USAID logo (Sticker)
Photocopier	1	Put USAID logo (Sticker)

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Logitech Camera	2	Too small to put logo
Lab equipments for Senegal	1	Put USAID logo (Sticker)
Freezer	1	Put USAID logo (Sticker)
Muffle furnace	1	Put USAID logo (Sticker)
<b>Vehicles</b>		
Dodge Durango	1	Put USAID logo (Sticker)
Ford Everest	1	Put USAID logo (Sticker)
<b>Farmer Groups, Enterprises and Offices</b>		
Traonya Cooperative (Ghana)	1	Sign post with USAID logo plus the inscription: With support of USAID
ASNAPP Office-Ghana	1	Sign post with USAID logo plus the inscription: With support of USAID
ASNAPP Office-Senegal	1	Sign post with USAID logo plus the inscription: With support of USAID
ASNAPP Office-Zambia	1	Sign post with USAID logo plus the inscription: With support of USAID
Aklamador Farmers Group	1	Sign post with USAID logo plus the inscription: With support of USAID
Fadogia Herbal Tea farmer groups	1	Sign post with USAID logo plus the inscription: With support of USAID
Lemongrass Producers Association	1	Sign post with USAID logo plus the inscription: With support of USAID
Ikirezi Essential Oil Producers, Rwanda	1	USAID Logo on their website
<b>Websites</b>		
ASNAPP Website	1	USAID logo
PFID/NP website ( <a href="http://www.pfidnp.org/">http://www.pfidnp.org/</a> )	1	USAID Logo and disclaimer on website
<b>Posters</b>		
Good Collection Practices of Voacanga	1	USAID logo on the poster (Used by 2,000 collectors,

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		30 exporters and 200 brokers)
Product Profiles for Artemisia, Griffonia, Cryptolepis, Xylopi	1	USAID logo on the poster (Used by 2,000 collectors, 30 exporters and 200 brokers)
Production guide on Griffonia	1	Include USAID logo on the cover page & Acknowledgement (To be used by 5,000 Collectors)
Natural Products Assessment report (Cameroon)	1	Include USAID logo on the cover page & Acknowledgement
Quality Control Guide on Hibiscus	1	Include USAID logo on the cover page & Acknowledgement (used by 5,000 women)
Report on the Making Quality Matter (Ghana)	1	Include USAID logo on the cover page & Acknowledgement (Used by 5 Research Institutions, 5 Public sector companies, 15 private sector companies)
Artemisia trial report	1	Include USAID logo on the cover page & Acknowledgement
Quality Control Guidelines for Rooibos	1	Include USAID logo on the cover page & Acknowledgement
Quality Control Guidelines for Manketti Oil	1	Include USAID logo on the cover page & Acknowledgement (used by 1,000 collectors)
<b>Scientific publications</b>		
Juliani, H.R., T. Kwon, A.R. Korocho, J. Asante-Dartey, D. Acquaye and J. E. Simon. 2006. <i>Xylopi aethiopia</i> (Annonaceae): Chemistry, Traditional uses and Functional Properties of An "African Pepper. In: Ho, C.T., Y. Shao and J.E. Simon (eds). Dietary Supplements. American Chemical Society Symposium Series . American Chemical Society, Washington, D.C. USA (accepted).	1	USAID acknowledged in corresponding section (Acknowledgements)
H. Rodolfo Juliani1, Cara Welch1, Juliana Asante-Dartey2, Mingfu Wang1, James E. Simon1. Chemistry, quality and functional properties of Grains of Paradise ( <i>Aframomum melegueta</i> ), a rediscovered	1	USAID acknowledged in corresponding section (Acknowledgements)

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spice. In: Ho, C.T., Y. Shao and J.E. Simon (eds). Dietary Supplements. American Chemical Society Symposium Series . American Chemical Society, Washington, D.C. USA (accepted).		
2006. H. Rodolfo Juliani, Adolfinia Korocho, James E. Simon, Nicholas Hitimana, Angel Daka, Lalasoa Ranarivelo, Petrus Langenhoven. Quality of Geranium oils ( <i>Pelargonium Species</i> ): Case Studies in Southern and Eastern Africa. Journal of Essential Oil Research (In Press).	1	USAID acknowledged in corresponding section (Acknowledgements)
2006 - Juliani H.R., J. Kapteyn, D. Jones, A. R. Korocho, M. Wang, D. Charles, and J.E. Simon. Applications Using Near Infrared Spectroscopy in Quality Control and Adulteration of African essential oils. Phytochemical Analysis 17:121-128.	1	USAID acknowledged in corresponding section (Acknowledgements)
2006 - Juliani, H. R., M. Wang, J. Asante-Dartey, D. Acquaye, H. Moharram, A. R. Korocho and J. E. Simon. 2006. Intraespecific variation in quality control parameters, polyphenol profile, and antioxidant activity in wild populations of <i>Lippia multiflora</i> form Ghana. In: Wang, M., S. Shengmin, L.S. Hwang and C.T. Ho (eds.). Herbs: Challenges in Chemistry and Biology. American Chemical Society Symposium Series 925. American Chemical Society. Washington DC. USA. Pp 126-142.	1	USAID acknowledged in corresponding section (Acknowledgements)
2006 - Moharram H., J. Ray, S. Ozbas, H. Juliani and J. Simon;. 2005. Shea Butter: Chemistry, Quality and New Market Potentials"; In: Wang, M., S. Shengmin, L.S. Hwang and C.T. Ho (eds.). Challenges in Chemistry and Biology of Herbal Research. American Chemical Society Symposium Series 925. American Chemical Society. Washington DC. USA. Pp 326-340.	1	USAID acknowledged in corresponding section (Acknowledgements)
<b>Technical reports</b>		
Cara Welch, Rodolfo Juliani, Qing-Li Wu and James Simon. 2006. Caffeine Analysis of Mpuntu African Herbal Teas. Technical Report submitted to ASNAPP South Africa.	1	Include USAID logo on the cover page & Acknowledgement

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H. Rodolfo Juliani and James E. Simon. 2006. Proximate and mineral analysis of Mpuntu teas: Rooibos, Honeybush, Lippia and Lemongrass. Technical Report submitted to ASNAPP South Africa.	1	Include USAID logo on the cover page & Acknowledgement
Rodolfo Juliani, Cara Welch, Malainy Diatta, Babou Diouf and James Simon1. 2006. Quality of Hibiscus (Bissap) from Senegal: Preliminary report on cleanliness (2005 production). Technical Report submitted to ASNAPP Senegal.	1	Include USAID logo on the cover page & Acknowledgement
H. Rodolfo Juliani, Tae-OH Kwon, Alison Cutlan, and Jim Simon. Dec 2005. Quality characters of shea butter samples from Burkina and Guinea. Technical Report submitted to Chemonics International Guinea.	1	Include USAID logo on the cover page & Acknowledgement
H. Rodolfo Juliani, Tae-OH Kwon, Alison Cutlan, and Jim Simon. Dec 2005. Quality characters of shea butter samples from Ghana. Technical Report submitted to ASNAPP Ghana.	1	Include USAID logo on the cover page & Acknowledgement
<b>The 6<sup>th</sup> New Crops Symposium (October 2006): poster presentation</b>		
Adolfina Koroch1, Lalaso Ranarivelo2, O. Behra3, H. Rodolfo Juliani1 and James E. Simon1. Quality attributes of Essential Oils from Madagascar	1	Include USAID logo on the cover page & Acknowledgement
J.E. Simon1, C. Park1,2, Q.L. Wul, M. Diatta3, B. Diouf3, B. Wilde3, J. Asante-Dartey4, D. Acquaye4, C. Quansah5, R. Akromah 5, C. Gibrain6, G. Gbewonyo7, J. Ferreira8, P. Melillo de Magalhães9, N. Hitimani10, A. Dakal1, H. Malumol1, J. Goliath12, P. Langenhoven12, D. Shen1, R. Juliani1 and R. Govindasamy12 ARTEMISIA ANNUA: PRODUCTION IN SUB-SAHARAN AFRICA	1	Include USAID logo on the cover page & Acknowledgement
Ramu Govindasamy1, James Simon2, Venkat Purduril, Juliana Asante-Dartey 3, Hanson Arthur 3, Bismarck Diawuo 3 and Dan	1	Include USAID logo on the cover page & Acknowledgement



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Acquaye 3And Nicholas Hitimana. RETAILERS/WHOLESALERS OF AFRICAN NATURAL PRODUCTS: GAHANA VERSUS RWANDA		
James E. Simon <sup>1</sup> , Dan Acquaye <sup>2</sup> , Elton Jefthas <sup>3</sup> , Rodolfo Juliani <sup>1</sup> , and Ramu Govindasamy <sup>4</sup> . MEDICINAL CROPS OF AFRICA	1	Include USAID logo on the cover page & Acknowledgement
J.E. Simon <sup>1</sup> , R. Juliani <sup>1</sup> , D. Acquaye <sup>2</sup> , E. Jefthas <sup>3</sup> , J. Asante-Dartey <sup>2</sup> , N. Hitimana <sup>4</sup> , M. Diatta <sup>5</sup> B. Diouf <sup>5</sup> , P. Langenhoven <sup>3</sup> , Pierre Tannous <sup>1</sup> , Erica Renaud <sup>6</sup> , Angel Daka <sup>7</sup> , Hisham Moharram <sup>8</sup> , Jacky Goliath <sup>3</sup> , Ramu Govindasamy <sup>9</sup> , Jerry Brown <sup>10</sup> and Carol Wilson <sup>11</sup> SUSTAINABLE DEVELOPMENT OF AFRICAN NATURAL PLANT PRODUCTS	1	Include USAID logo on the cover page & Acknowledgement
<b>Reports to USAID</b>		
Annual Report		Include USAID logo on the cover page & Acknowledgement
Quarterly Reports		Include USAID logo on the cover page & Acknowledgement

All other terms and conditions remain the same.

[END]

<b>MODIFICATION OF ASSISTANCE</b>			Page 1 of 2												
<b>1. MODIFICATION NUMBER</b> 03	<b>2. EFFECTIVE DATE OF MODIFICATION</b> See Block 15	<b>3. AWARD NUMBER:</b> AEG-A-00-04-00012-02	<b>4. EFFECTIVE DATE OF AWARD:</b> 09/30/2004												
<b>5. GRANTEE:</b> New Use Agriculture and Natural Plant Products Program Food Policy Institute Rutgers University 59 Dudley Road New Brunswick, NJ 08901  <b>DUNS NO. :</b> 001912864 <b>TIN NO. :</b> 226001086 <b>LOC NO. :</b> HHS-51A3P		<b>6. ADMINISTERED BY:</b> US AGENCY FOR INTERNATIONAL DEVELOPMENT M/OAA/EGAT 1300 Pennsylvania Avenue, NW Washington, DC 20523-7100													
<b>7. FISCAL DATA:</b> Amount Obligated: \$300,000.00  Budget Fiscal Year: Operating Unit:                      See Page 2 Strategic Objective: Team/Division: Benefiting Geo Area: Object Class:		<b>8. TECHNICAL OFFICE:</b> EGAT/AG, Lawrence (Larry) Paulson  <b>9. PAYMENT OFFICE:</b> US AGENCY FOR INTERNATIONAL DEVELOPMENT Office of Financial Management M/FM/CMP/LC, RRB, 7.07.092 1300 Pennsylvania Avenue, NW Washington, DC 20523													
<b>10. FUNDING SUMMARY:</b> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;"></th> <th style="width: 25%; text-align: right; border-bottom: 1px solid black;">Obligated Amount</th> <th style="width: 25%; text-align: right; border-bottom: 1px solid black;">Total Est. Amt.</th> </tr> </thead> <tbody> <tr> <td>Amount Prior to this Modification:</td> <td style="text-align: right;">\$1,759,065.00</td> <td style="text-align: right;">\$2,500,000.00</td> </tr> <tr> <td>Change Made by this Modification:</td> <td style="text-align: right; border-bottom: 1px solid black;">\$ 300,000.00</td> <td style="text-align: right; border-bottom: 1px solid black;"></td> </tr> <tr> <td>New/Current Total:</td> <td style="text-align: right;">\$2,059,065.00</td> <td style="text-align: right;">\$2,500,000.00</td> </tr> </tbody> </table>					Obligated Amount	Total Est. Amt.	Amount Prior to this Modification:	\$1,759,065.00	\$2,500,000.00	Change Made by this Modification:	\$ 300,000.00		New/Current Total:	\$2,059,065.00	\$2,500,000.00
	Obligated Amount	Total Est. Amt.													
Amount Prior to this Modification:	\$1,759,065.00	\$2,500,000.00													
Change Made by this Modification:	\$ 300,000.00														
New/Current Total:	\$2,059,065.00	\$2,500,000.00													
<b>11. DESCRIPTION OF MODIFICATION:</b> The purpose of this modification is to 1) provide incremental funding in the amount of \$300,000.00 and 2) update Section A.5 of the award with new CTO and AO information.  <div style="display: flex; justify-content: space-between;"> <span>NMS 12055/503</span> <span>[Continued on Page #2]</span> </div>															
<b>12. THIS MODIFICATION IS ENTERED INTO PURSUANT TO THE AUTHORITY OF THE Federal Grant and Cooperative Agreement Act of 1977 AS AMENDED. EXCEPT AS SPECIFICALLY HEREIN AMENDED, ALL TERMS AND CONDITIONS OF THE GRANT REFERENCED IN BLOCK #3 ABOVE, AS IT MAY HAVE HERETOFORE BEEN AMENDED, REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.</b>															
<b>13. GRANTEE:</b> <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT REQUIRED TO SIGN THIS DOCUMENT TO RECONFIRM ITS AGREEMENT WITH THE CHANGES EFFECTED HEREIN															
<b>14. GRANTEE:</b>  BY: _____  _____ (Name Typed or Printed)  TITLE: _____  DATE: _____		<b>15. THE UNITED STATES OF AMERICA</b> U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT BY:  _____ Portia Persley (Name Typed or Printed)  TITLE: <b>Agreement Officer</b> DATE: <b>9/20/2007</b>													

**11. DESCRIPTION OF MODIFICATION (Continued):**

Accordingly, the following changes are made:

1) Page 5, Section A. General, No. 2, Total Obligated USAID Amount: DELETE "\$1,759,065" and INSERT "\$2,059,065" in lieu thereof.

Page 5, Section B. SPECIFIC: INSERT the following:

"Commitment Doc. Type: PR  
Commitment Number: EGAT/AG-0503  
Line Number: 1  
BBFY: 2007  
EBFY: 2008  
Fund: DV  
OP/Unit: EGAT/AG  
Strategic Objective: A18  
Distribution: 936-4226  
BGA: 997  
SOC: 4100201  
Obligated Amount: \$300,000.00"

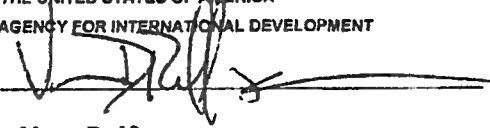
Page 6, Section A.3 AMOUNT OF AWARD AND PAYMENT, No. 2, sentence one, DELETE "\$1,759,065" and INSERT "\$2,059,065" in lieu thereof.

2) Page 7, Section A.5 Reporting and Evaluation, Cognizant Technical Officer in Washington, DELETE "Ms. Carol Wilson" and INSERT "Mr. Lawrence (Larry) Paulson". Also under Section A.5 Reporting and Evaluation, Agreement Officer, DELETE "Ms. Charity Benson" and INSERT "Ms. Portia Persley", as well as DELETE "M/OAA/EGAT, 7.10-35" and INSERT "M/OAA/EGAT, RRB, 7.10-070".

All other terms and conditions remain the same.

12055/503

[END]

<b>MODIFICATION OF ASSISTANCE</b>			Page 1 of 2												
<b>1. MODIFICATION NUMBER</b> 04	<b>2. EFFECTIVE DATE OF MODIFICATION</b> See block 15	<b>3. AWARD NUMBER:</b> AEG-A-00-04-00012-03	<b>4. EFFECTIVE DATE OF AWARD:</b> 09/30/2004												
<b>5. GRANTEE:</b> New Use Agriculture and Natural Plant Products Program-Food Policy Institute Rutgers University 59 Dudley Road, New Brunswick, NJ 08901  DUNS NO. 001912864      LOC NO. HHS-51A3P TIN NO. 226001086		<b>6. ADMINISTERED BY:</b> U.S. Agency for International Development Office of Acquisition & Assistance M/OAA/EGAT 1300 Pennsylvania Avenue, N.W. Washington, D.C. 20523-7100													
<b>7. FISCAL DATA:</b> Amount Obligated: \$ 300,000.00  Budget Fiscal Year: See page 2 Operating Unit: Strategic Objective: Team/Division: Benefiting Geo Area: Object Class:		<b>8. TECHNICAL OFFICE:</b> EGAT/NRM, CTO  <b>9. PAYMENT OFFICE:</b> U.S. Agency for International Development M/CFO/CMP, Room 7.07 RRB 1300 Pennsylvania Ave., N.W. Washington D.C. 20523													
<b>10. FUNDING SUMMARY:</b> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;"></th> <th style="width: 25%; text-align: center; border-bottom: 1px solid black;">Obligated Amount</th> <th style="width: 25%; text-align: center; border-bottom: 1px solid black;">Total Est. Amt.</th> </tr> </thead> <tbody> <tr> <td>Amount Prior to this Modification:</td> <td style="text-align: center;">\$2,059,065.00</td> <td style="text-align: center;">\$2,499,874.00</td> </tr> <tr> <td>Change Made by this Modification:</td> <td style="text-align: center;">\$300,000.00</td> <td style="text-align: center;">0</td> </tr> <tr> <td>New/Current Total:</td> <td style="text-align: center; border-top: 1px solid black;">\$2,359,065.00</td> <td style="text-align: center; border-top: 1px solid black;">\$2,499,874.00</td> </tr> </tbody> </table>					Obligated Amount	Total Est. Amt.	Amount Prior to this Modification:	\$2,059,065.00	\$2,499,874.00	Change Made by this Modification:	\$300,000.00	0	New/Current Total:	\$2,359,065.00	\$2,499,874.00
	Obligated Amount	Total Est. Amt.													
Amount Prior to this Modification:	\$2,059,065.00	\$2,499,874.00													
Change Made by this Modification:	\$300,000.00	0													
New/Current Total:	\$2,359,065.00	\$2,499,874.00													
<b>11. DESCRIPTION OF MODIFICATION:</b>  A. The purpose modification 04 is to incrementally fund this agreement in the amount of \$300,000.00.  See continuation page for specific changes.															
<b>12. THIS MODIFICATION IS ENTERED INTO PURSUANT TO THE AUTHORITY OF</b> 1961 <b>AS AMENDED. EXCEPT AS SPECIFICALLY HEREIN AMENDED, ALL TERMS AND CONDITIONS OF THE GRANT</b> <b>REFERENCED IN BLOCK #3 ABOVE, AS IT MAY HAVE HERETOFORE BEEN AMENDED, REMAIN UNCHANGED AND IN FULL</b> <b>FORCE AND EFFECT.</b>															
<b>13. GRANTEE:</b> <input type="checkbox"/> <b>IS</b> <input checked="" type="checkbox"/> <b>IS NOT REQUIRED TO SIGN THIS DOCUMENT TO RECONFIRM ITS AGREEMENT WITH THE CHANGES EFFECTED HEREIN</b>															
<b>14. GRANTEE:</b>  BY: _____ _____ (Name Typed or Printed)  TITLE: _____  DATE: _____		<b>15. THE UNITED STATES OF AMERICA</b> <b>U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT</b>  BY:  Vann Rolfson (Name Typed or Printed)  TITLE: Agreement Officer  DATE: SEP 12 2008													

**11. DESCRIPTION OF MODIFICATION (continued)**

The following changes have been made:

1) Incremental Funding:

A. Page 5, A. General., No. 2, Total Obligated USAID Amount, DELETE "\$2,059,065.00" and INSERT "\$2,359,065.00."

B. Page 5, B. Specific, Add the following:

1. NMS #: 645
2. Org. ID.: 12055
3. Obligated Amount: \$ 300,000.00

4. Fiscal Data Line 1:

- a. BBFY/EBFY: 2008/2009
- b. Fund: DV
- c. OP Unit: EGAT/AG
- d. Strategic Objective: A18
- e. Distribution: 936-4226
- f. Management: A073
- g. BGA: 997
- h. SOC: 4100301
- i. Obligation: \$100,000.00
- j. Commitment Nbr.: EAG-PFID/NP

Fiscal Data Line 1:

- a. BBFY/EBFY: 2008/2009
- b. Fund: DV
- c. OP Unit: EGAT/AG
- d. Strategic Objective: A18
- e. Distribution: 936-4226
- f. Management: A074
- g. BGA: 997
- h. SOC: 4100201
- i. Obligation: \$200,000.00
- j. Commitment Nbr. EAG-PFID/NP"

C. Page 6, Section A.2.2, DELETE "09-29-2005" and replace with "09-29-2009"

D. Page 6, Section A.3 Amount of Award Payment Paragraph 2, Delete the first sentence and insert the following: "USAID hereby obligates the amount of \$300,000.00 for program expenditures during the period set forth in A.2.2 above and as shown in the budget below"