

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:

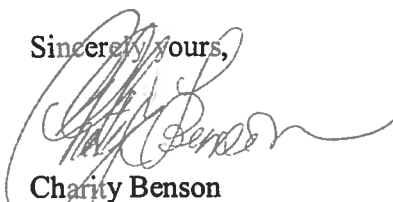
Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development (USAID) hereby awards to Rutgers University (hereinafter referred to as the "Recipient"), the sum of \$2,500,000 to support partnerships that contribute to the economic 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,

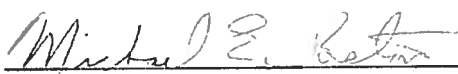


Charity Benson  
Agreement Officer  
M/OAA/EGAT

**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**

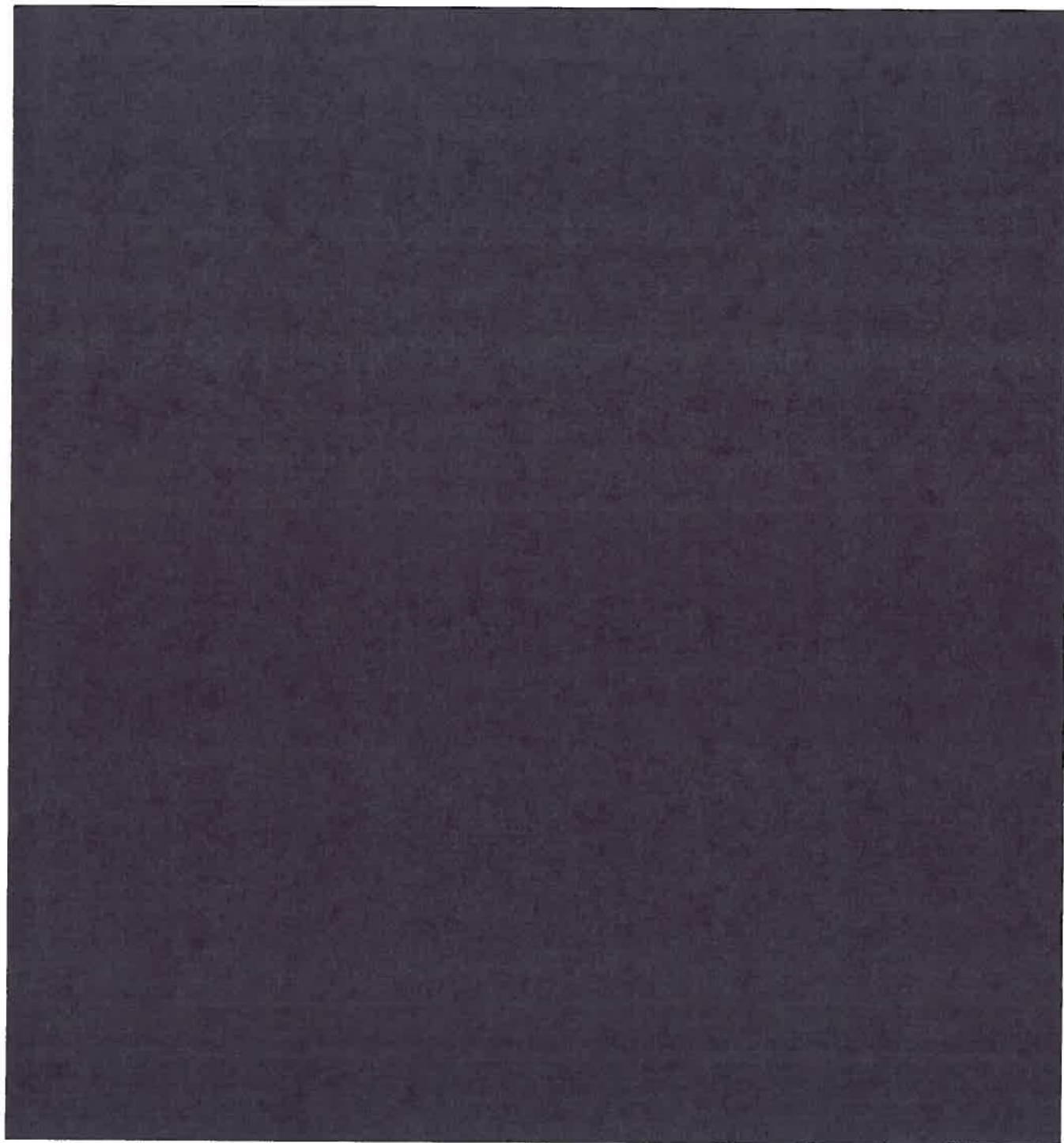
The Contractor/Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the contractor/recipient to ensure compliance with these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

[END OF ATTACHMENT 1]

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").

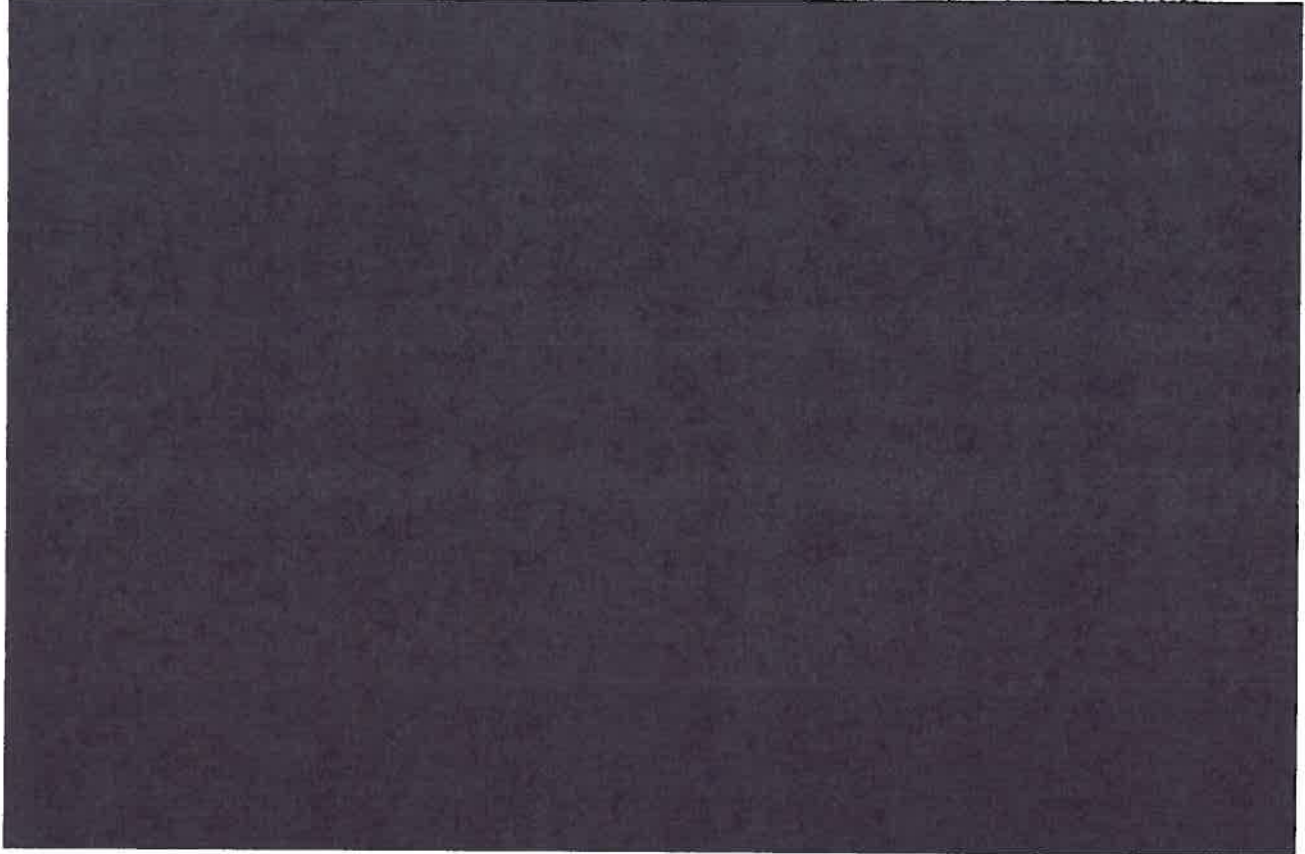
## **ATTACHEMENT TWO: PROGRAM DESCRIPTION**

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

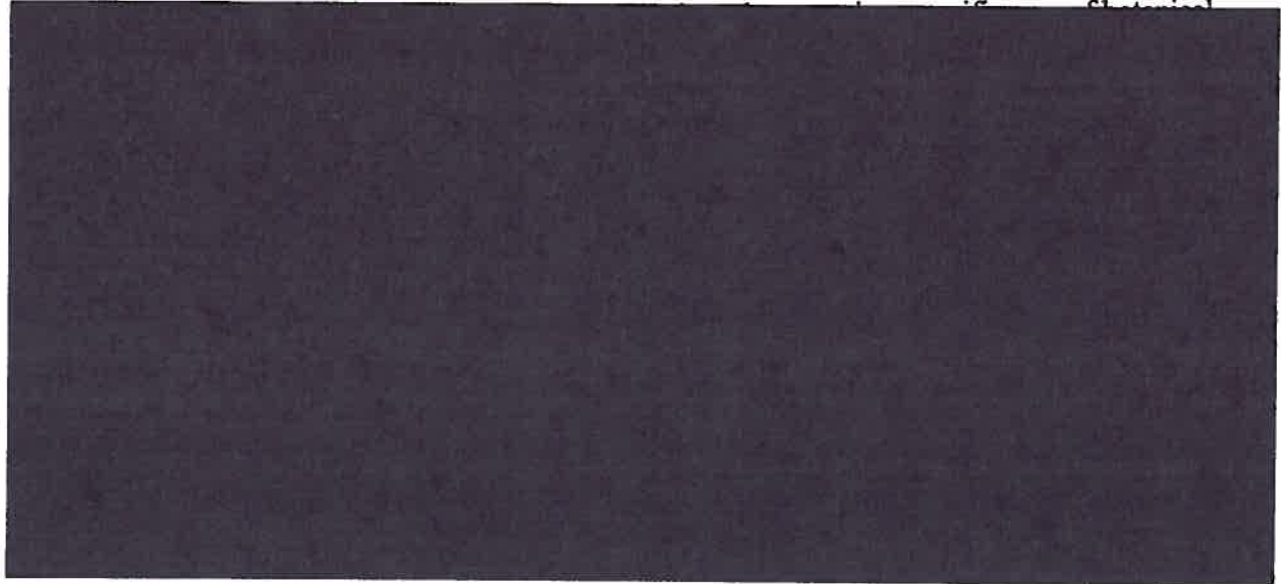


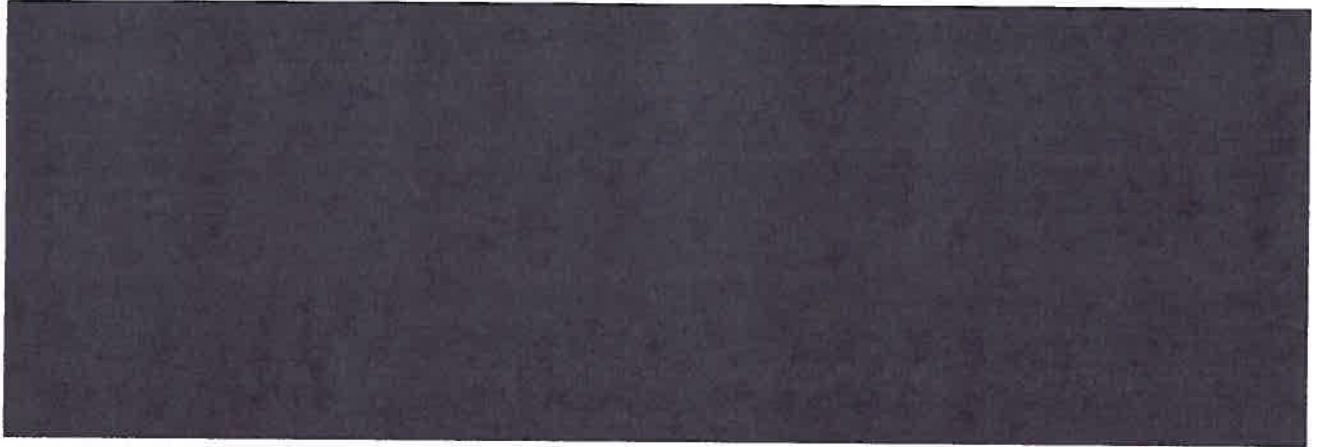


***I. Proposal Focus***

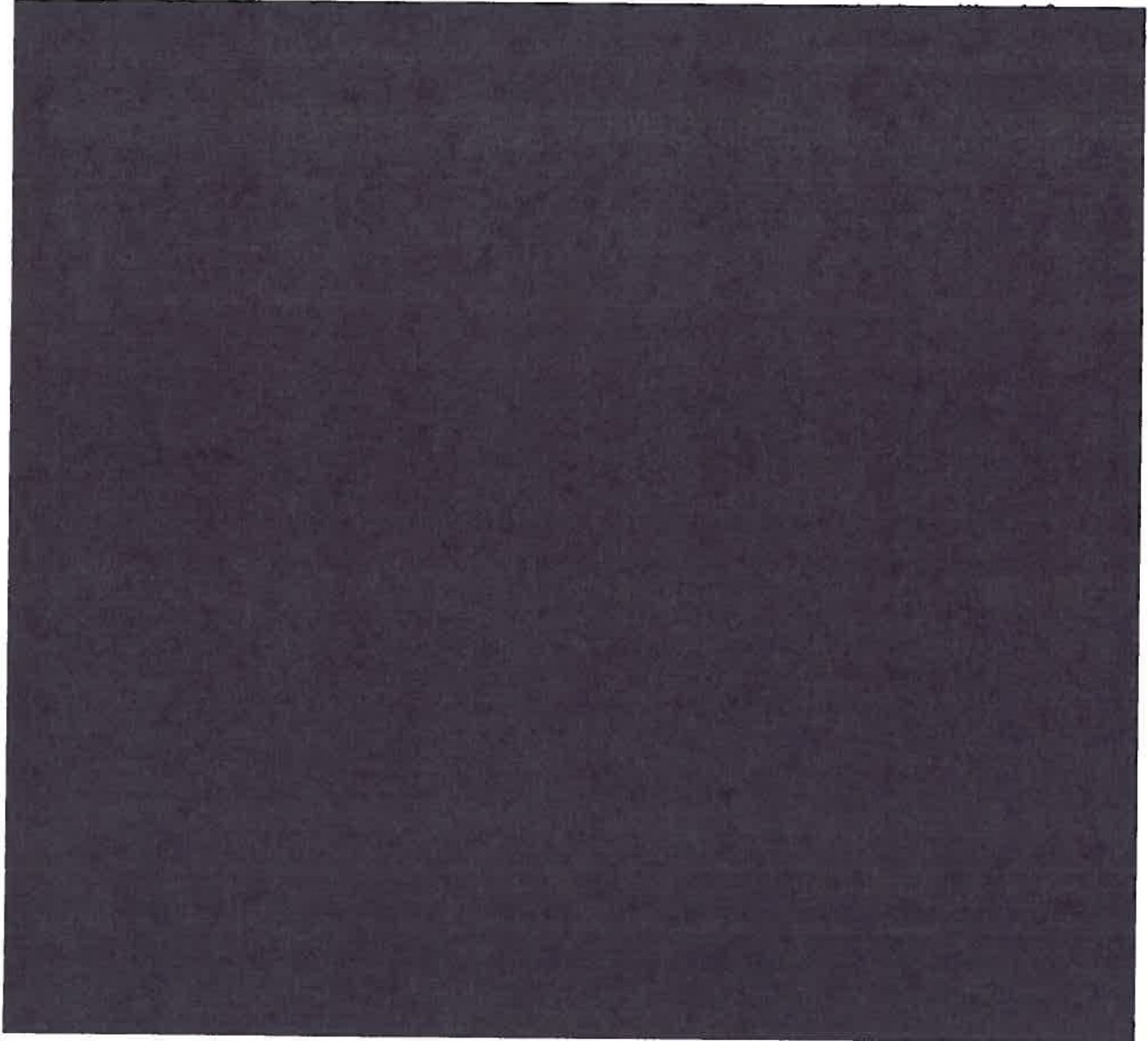


***II. Selected countries***

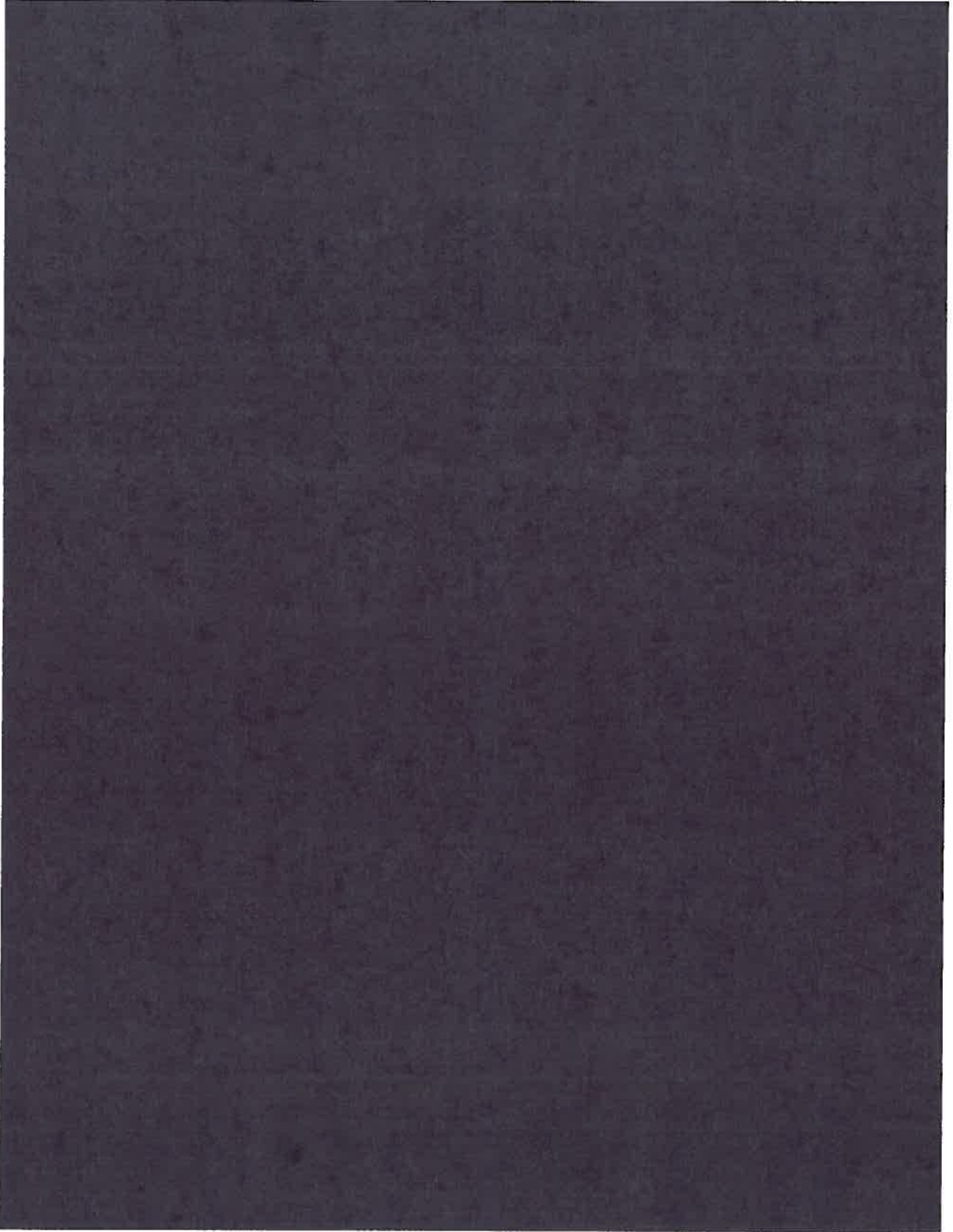




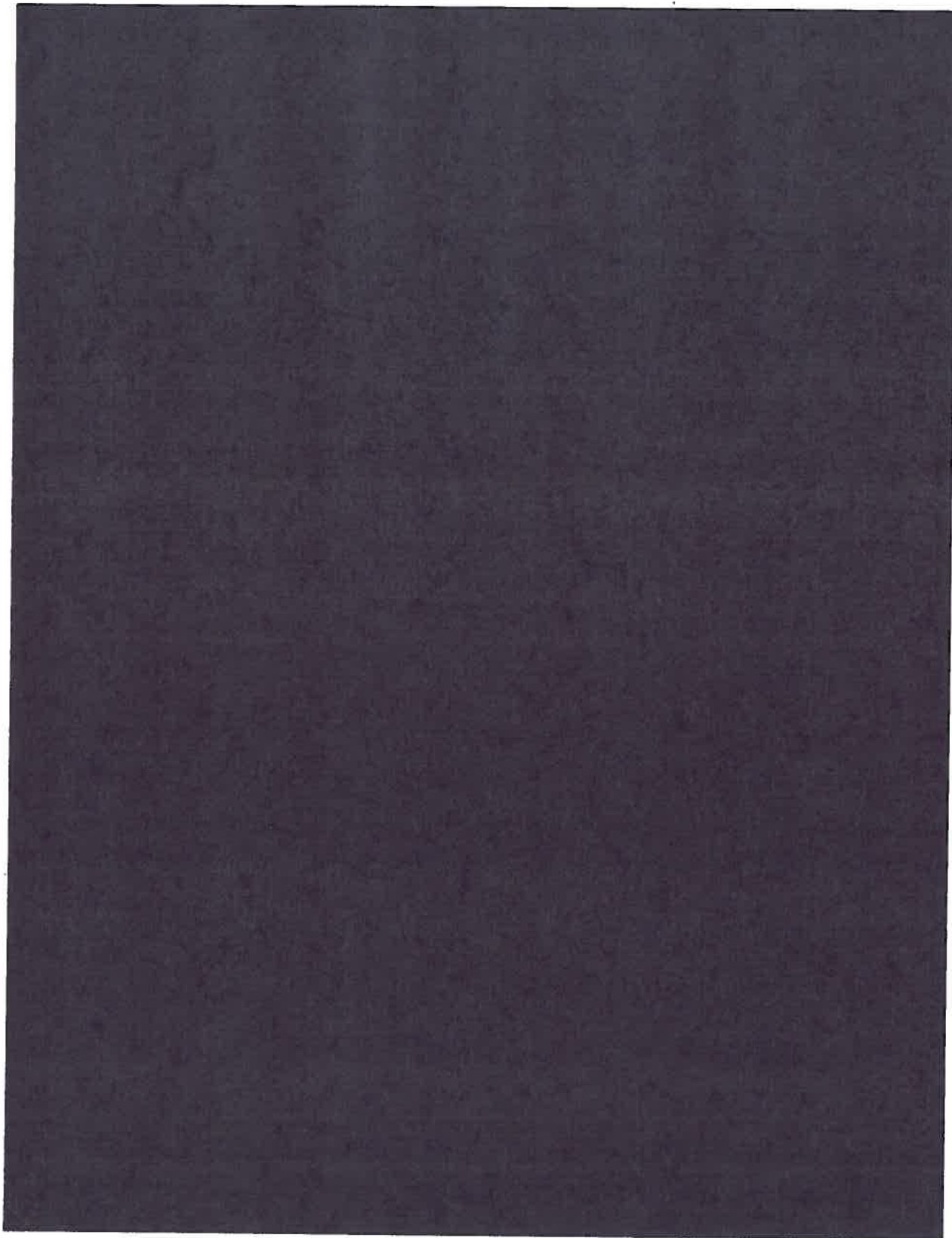
***III. Technical approach and Project Interventions***



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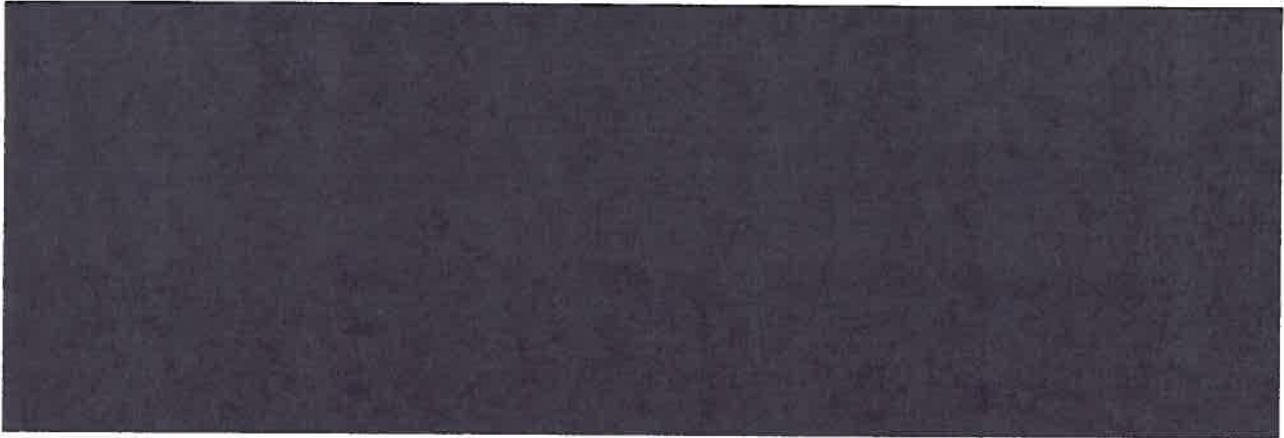


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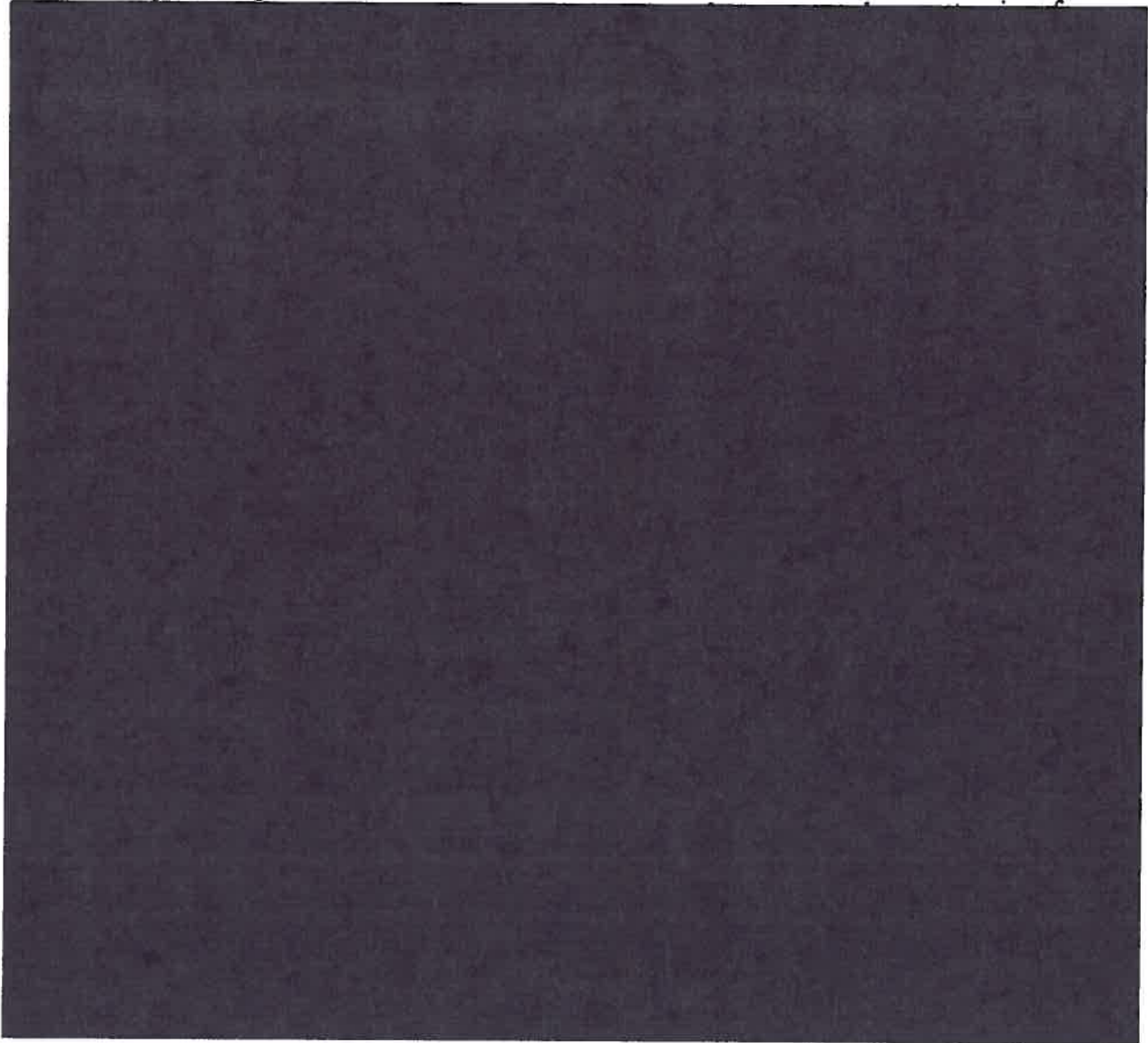




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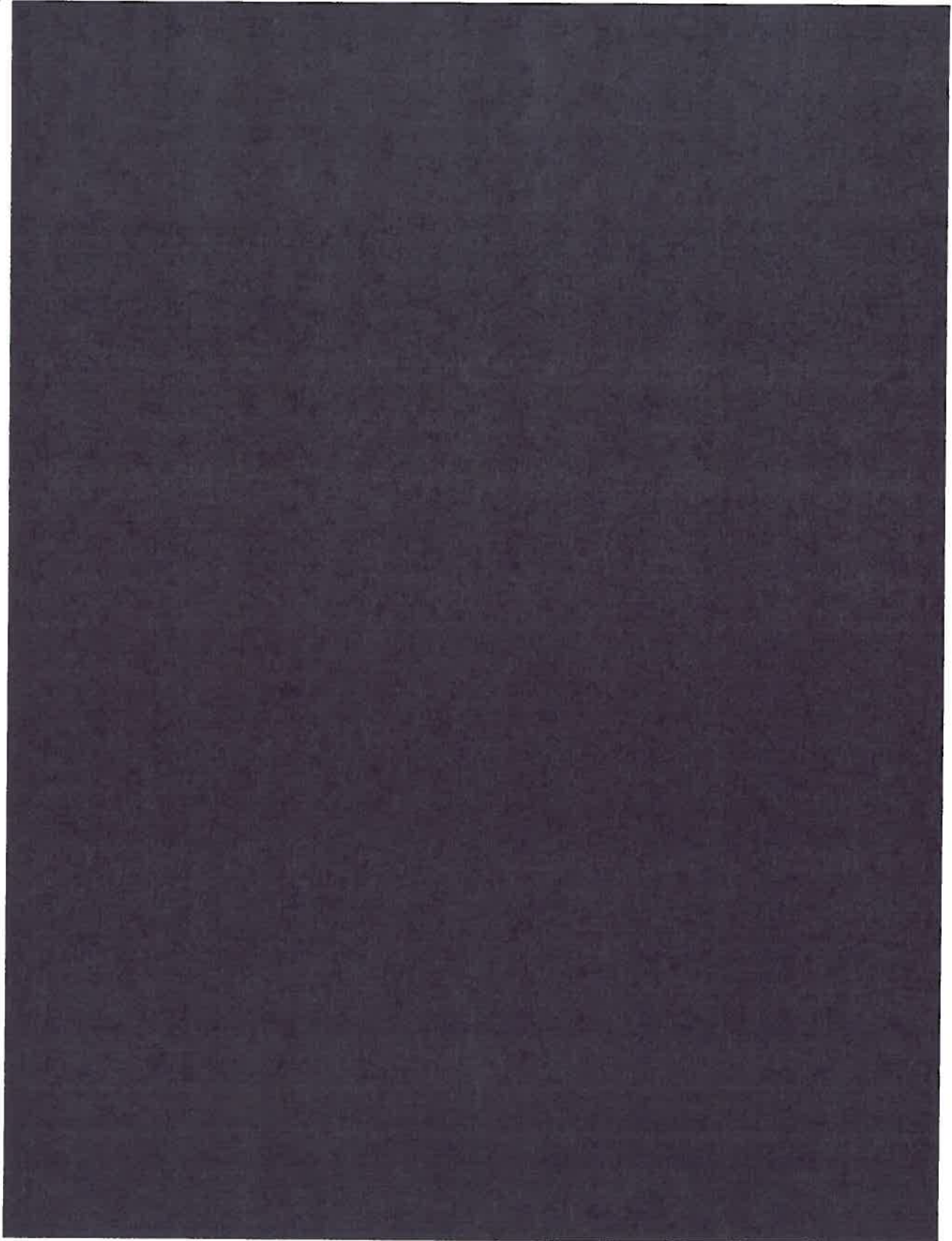


**IV. *Project Design***

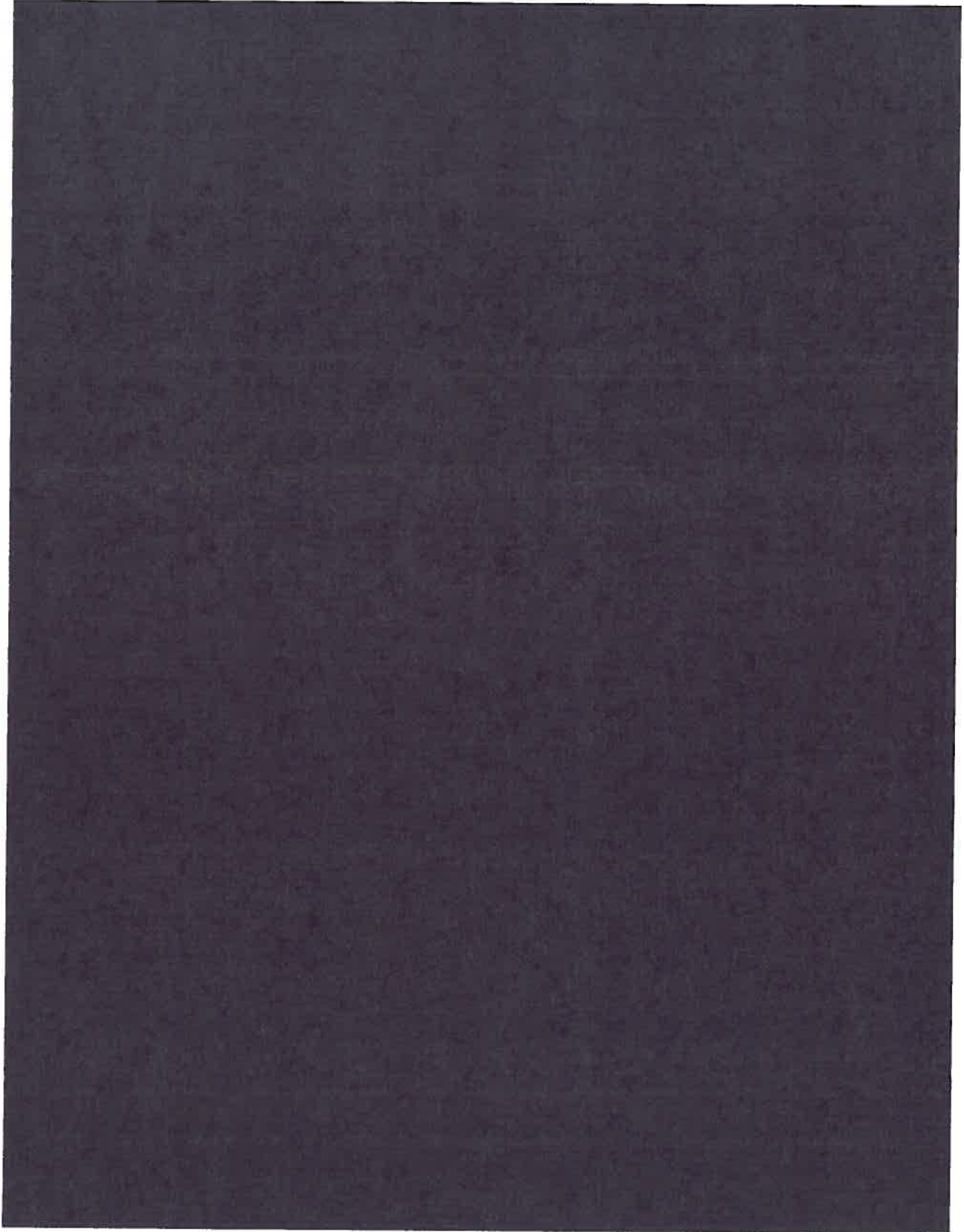




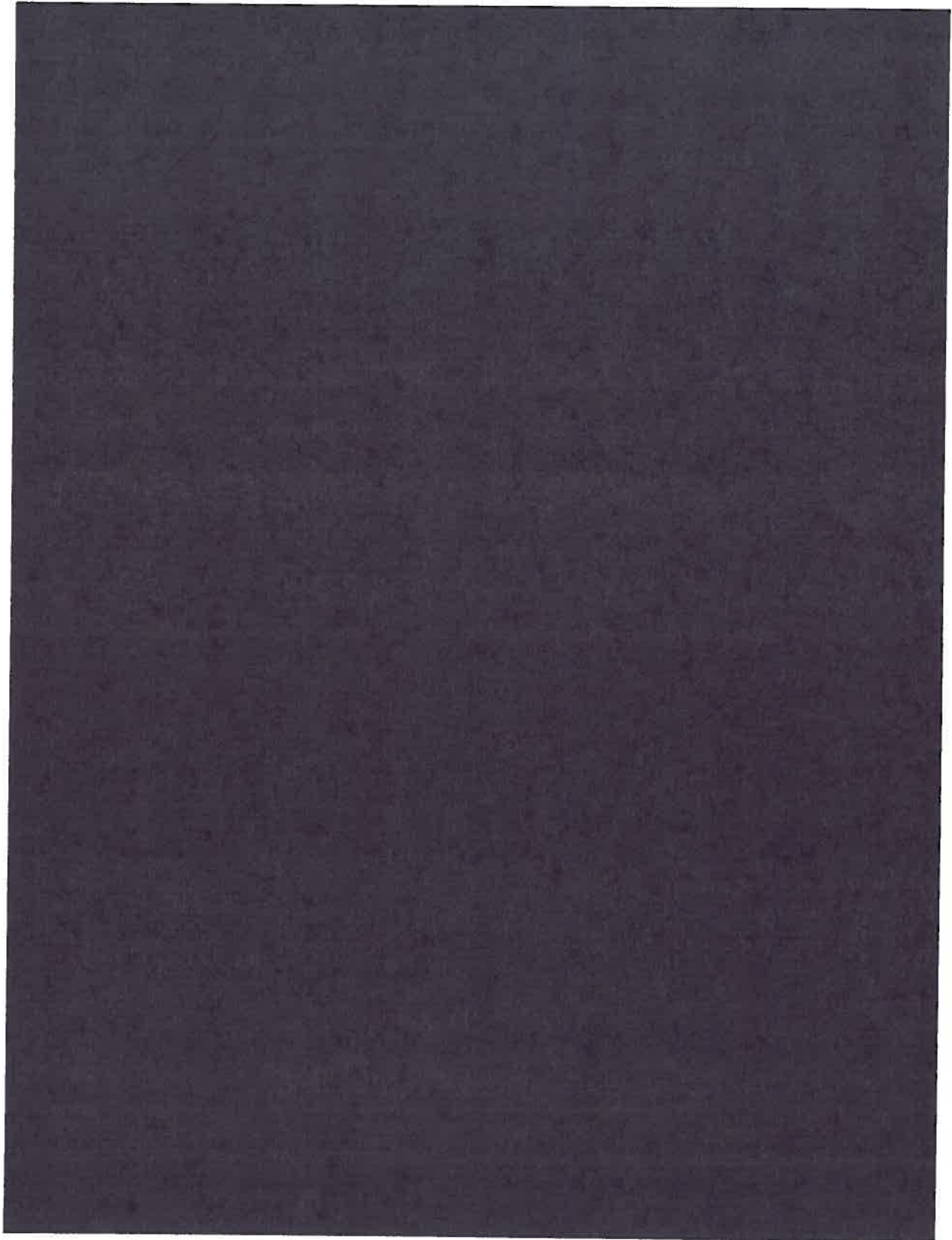
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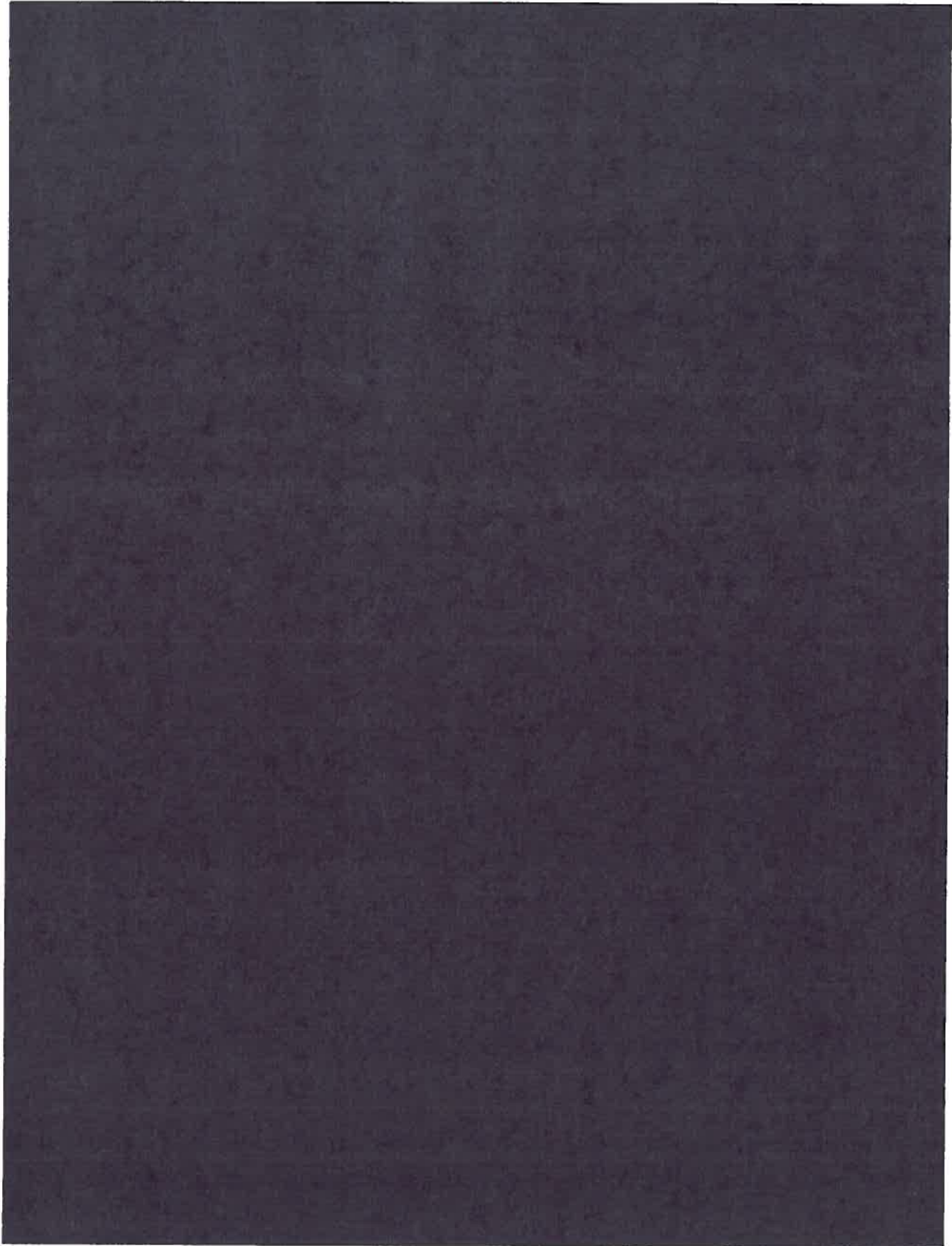
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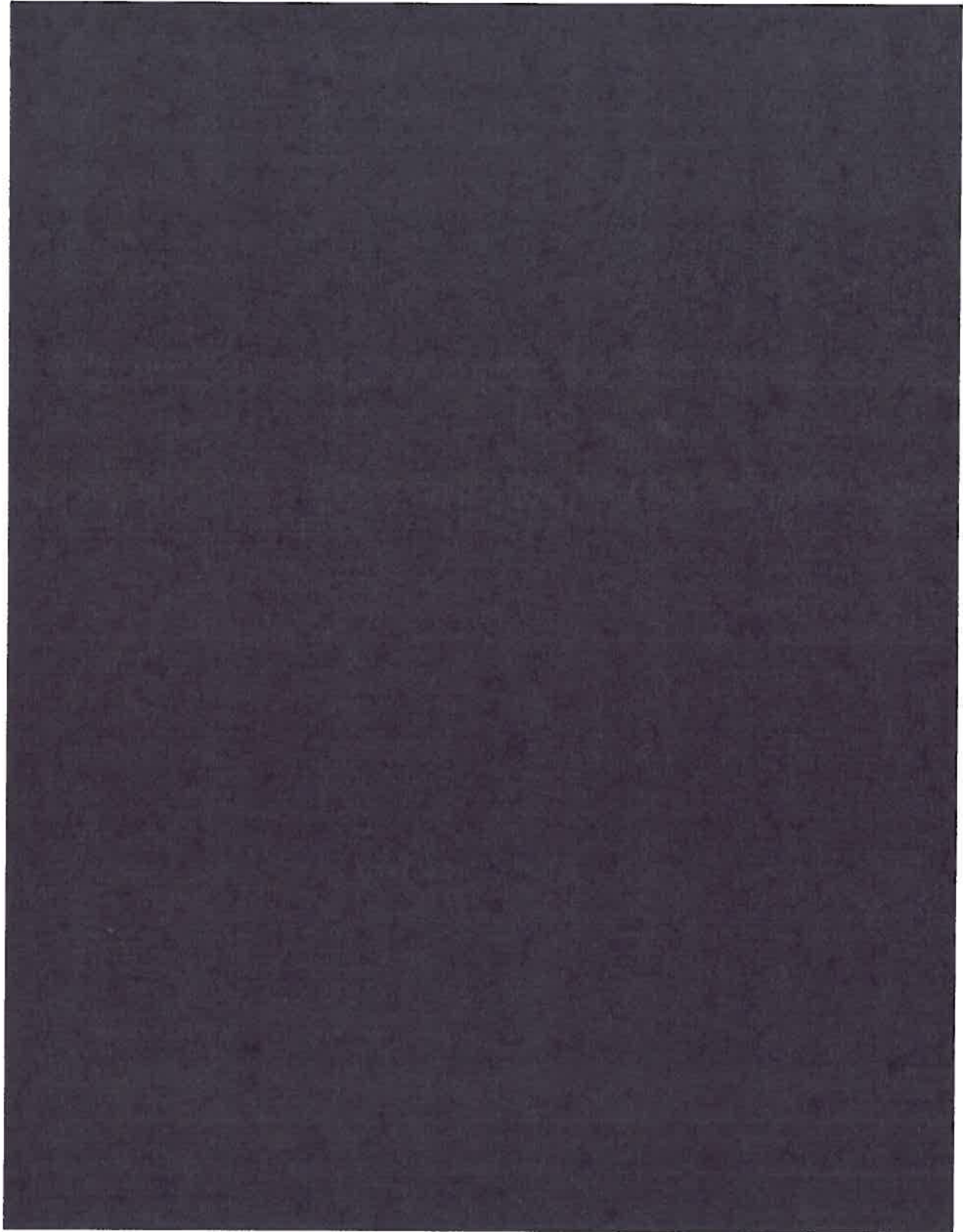
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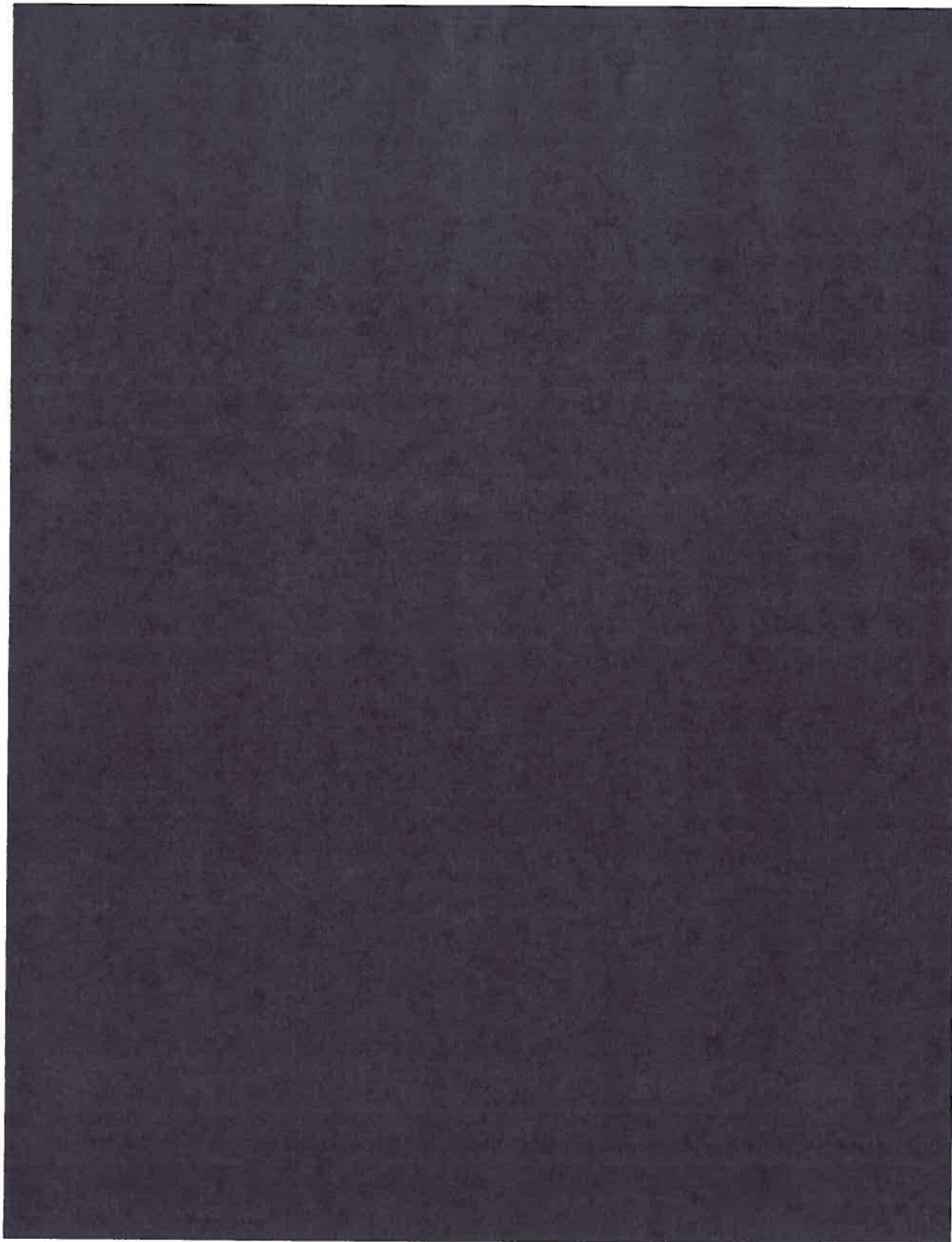


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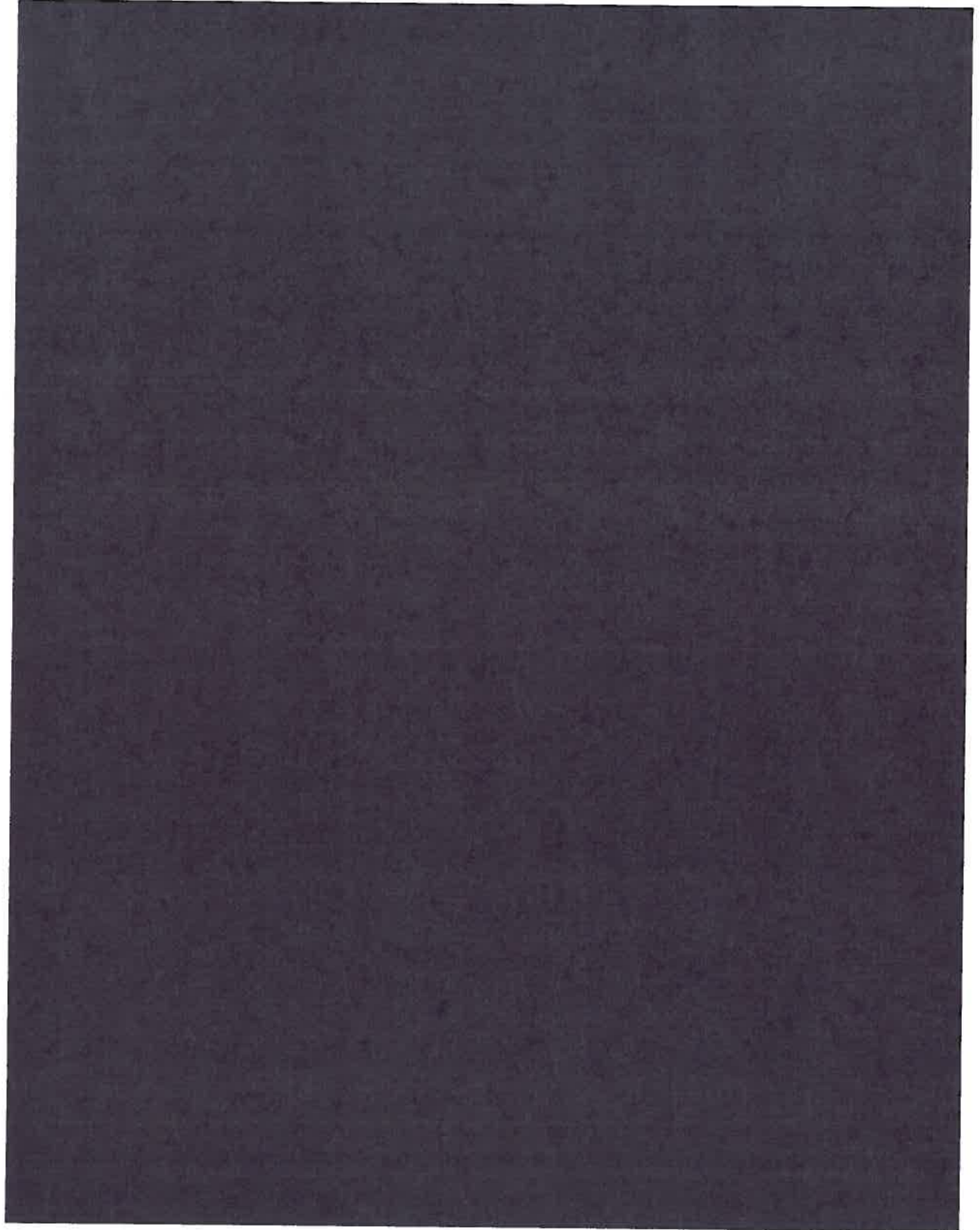




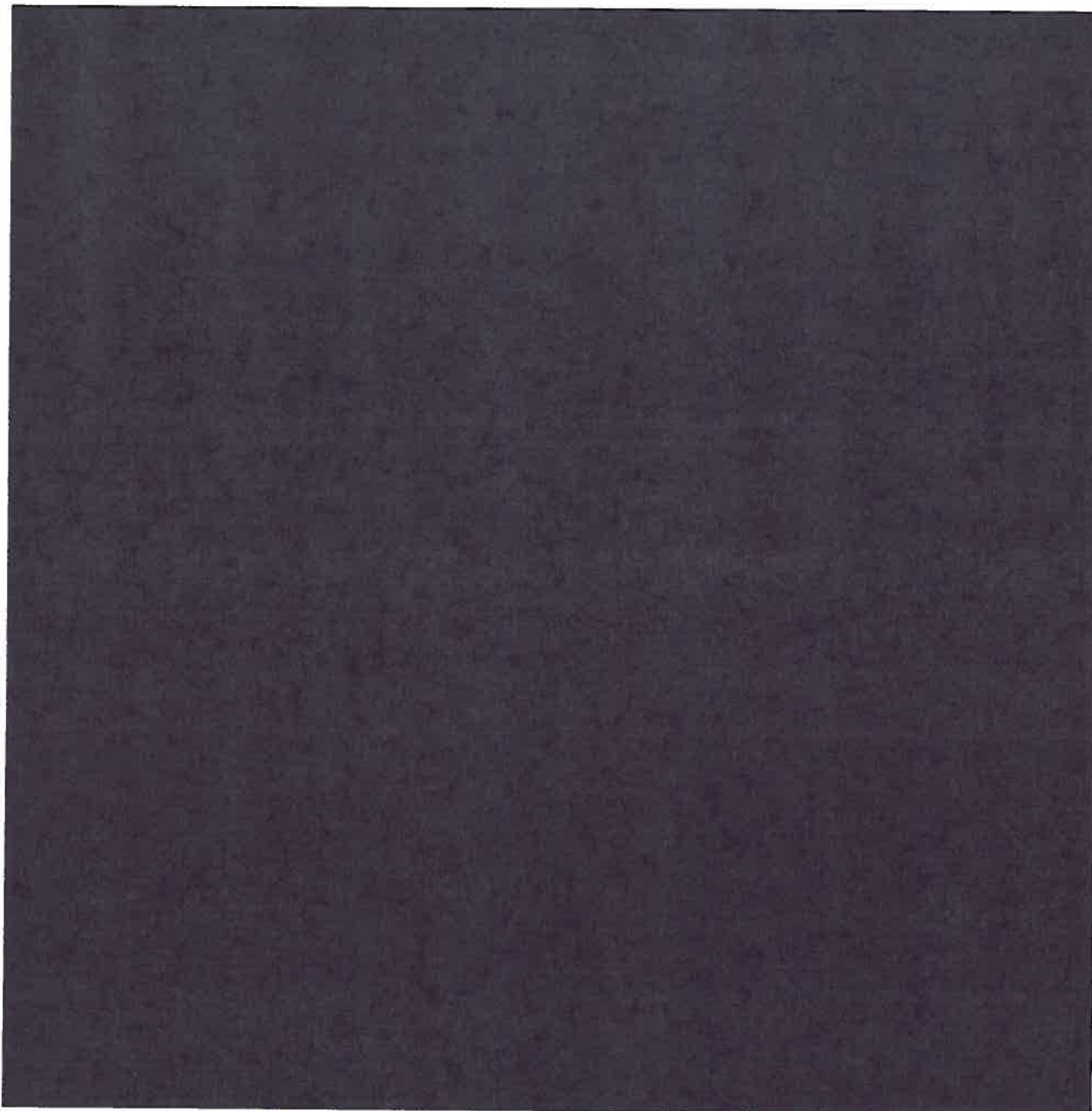
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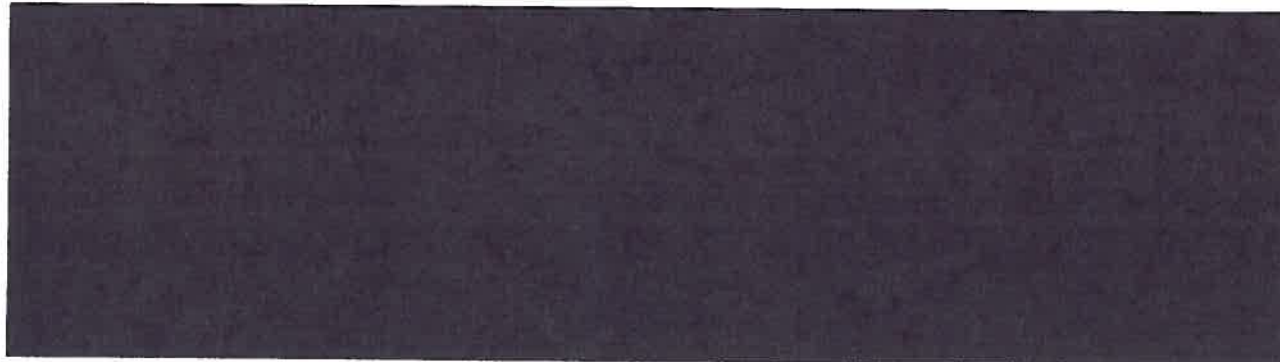
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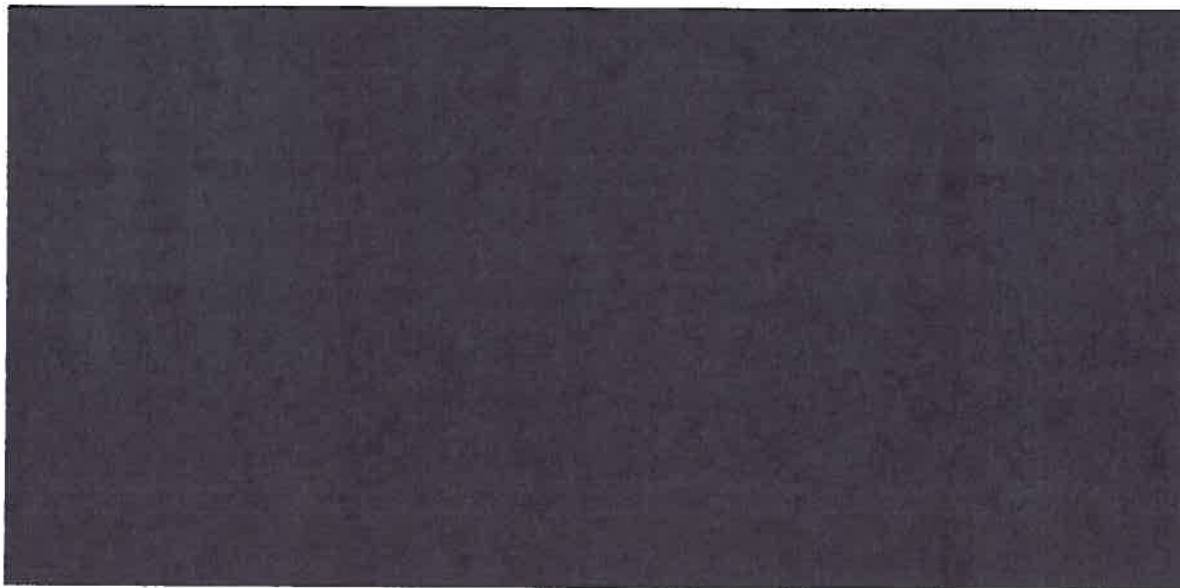


**Subsection 2 - Expected Accomplishments and Project Targets**



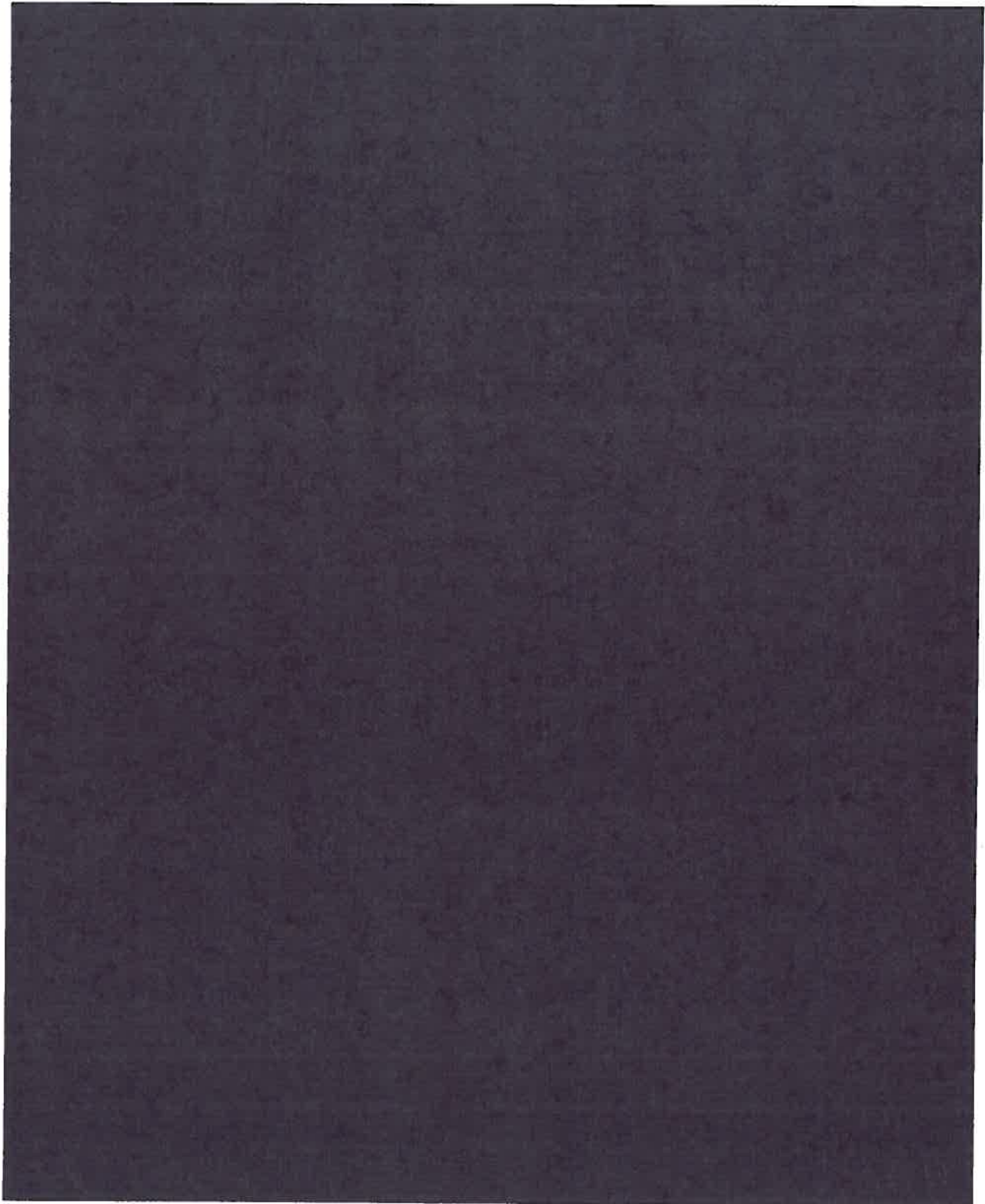


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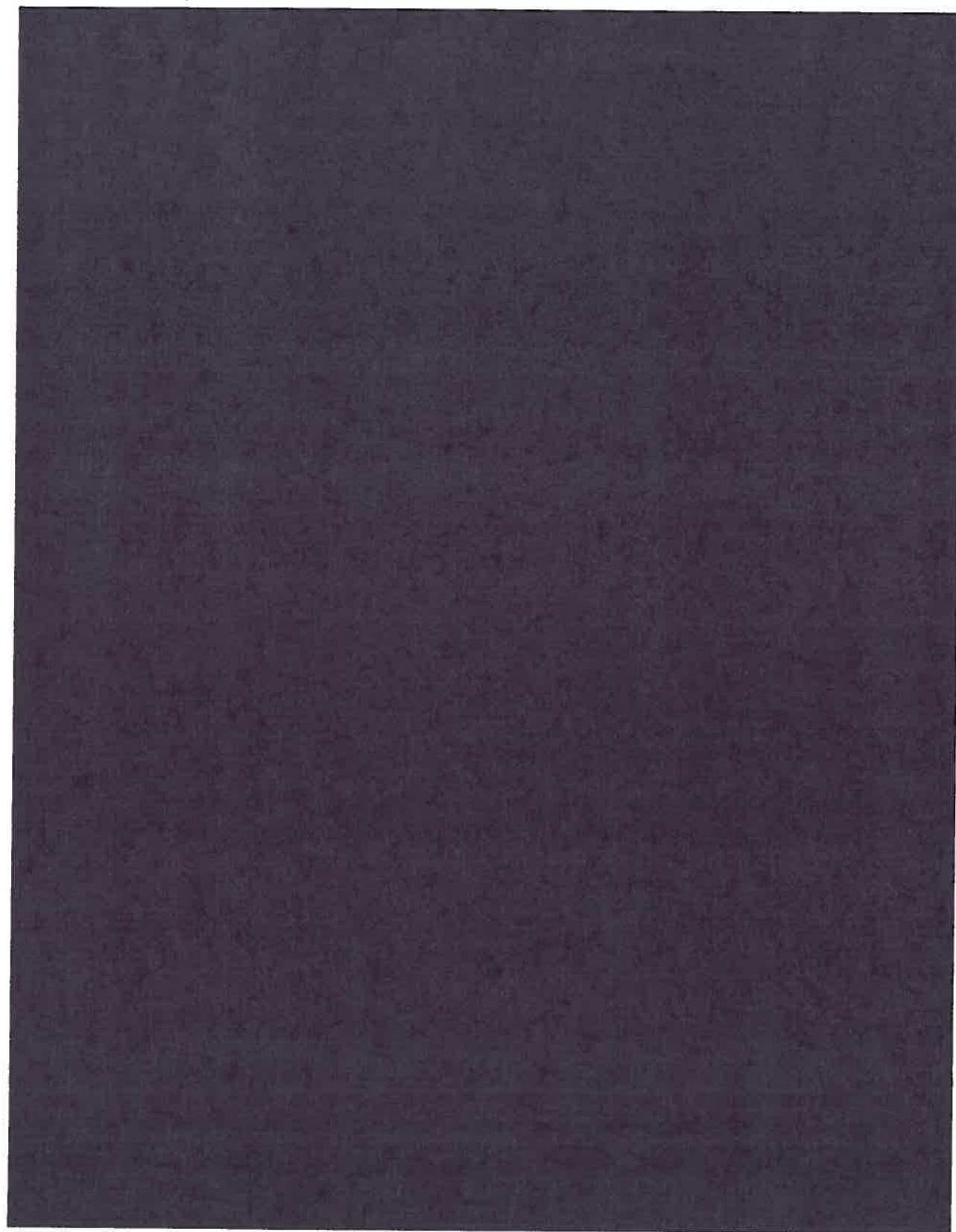


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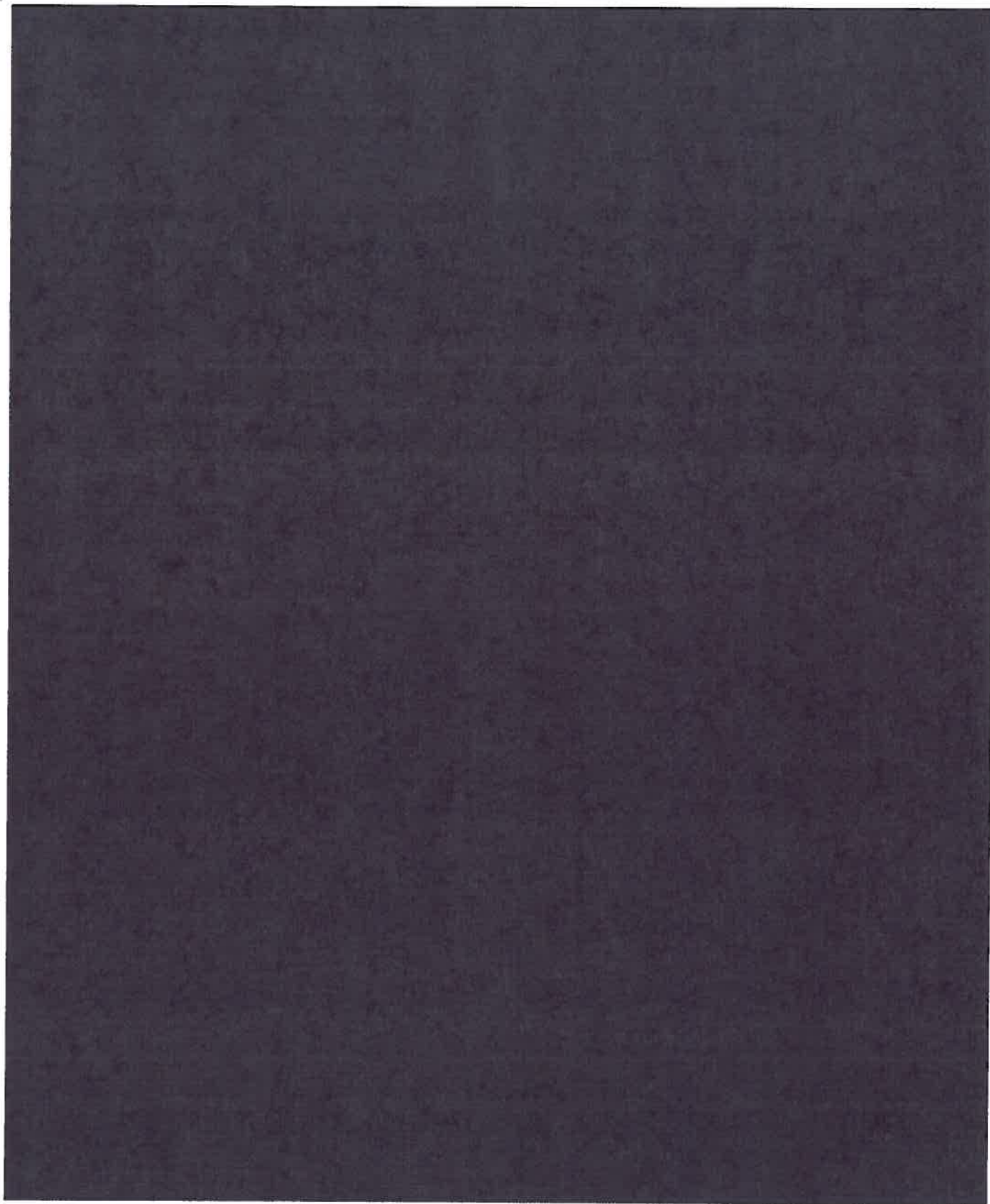
**Subsection 3 - Economic Potential (Selection Criteria 2A)**



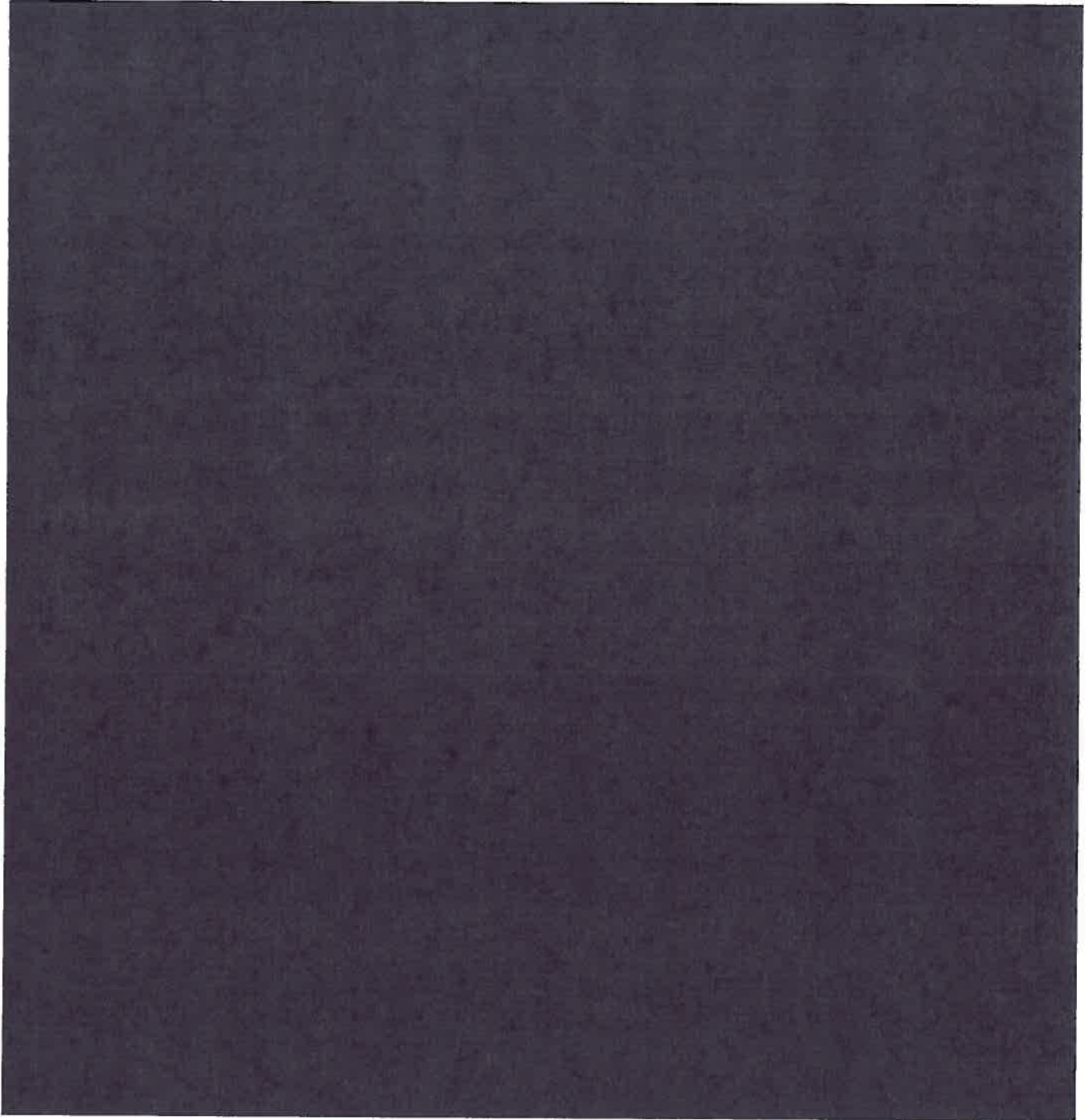
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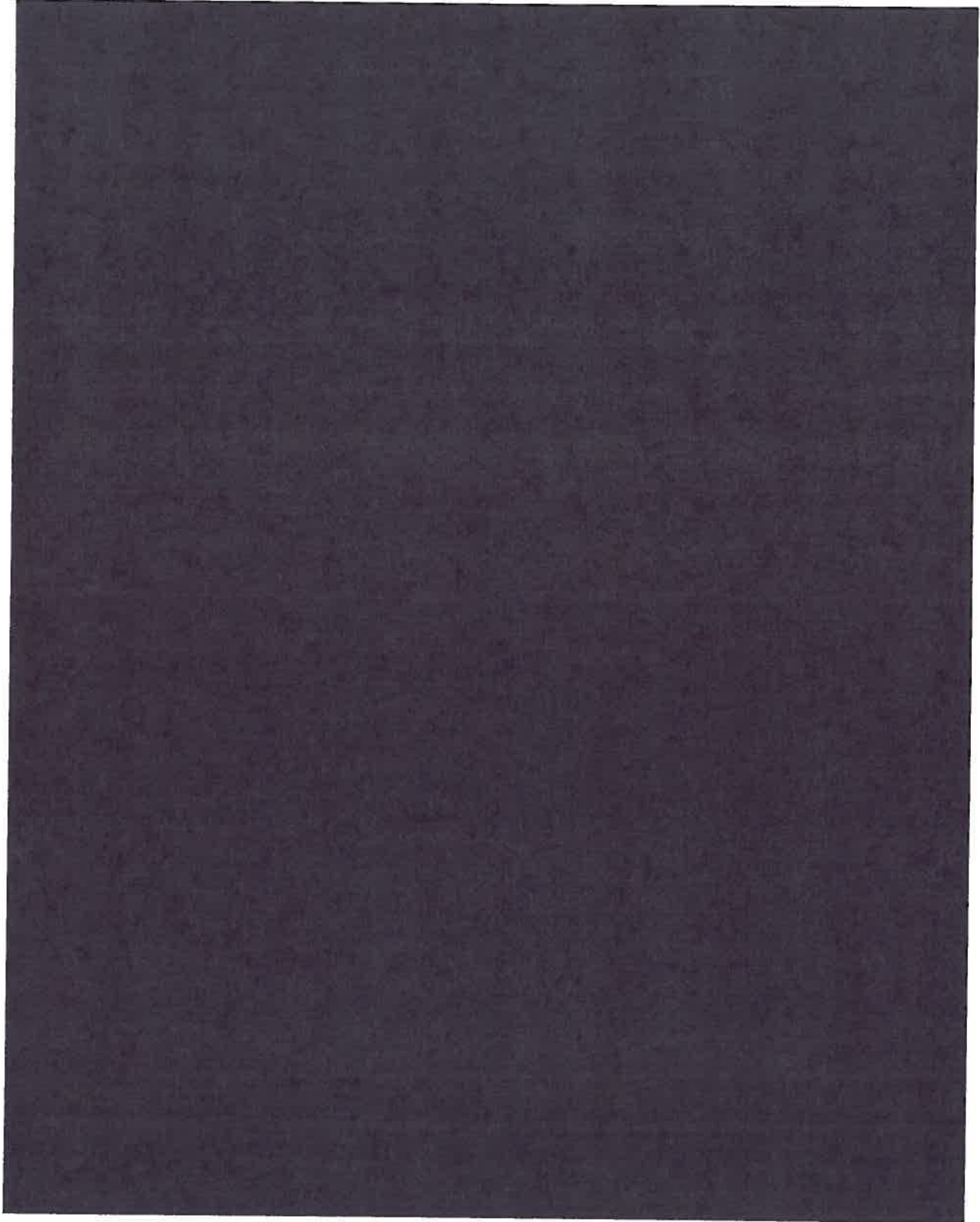
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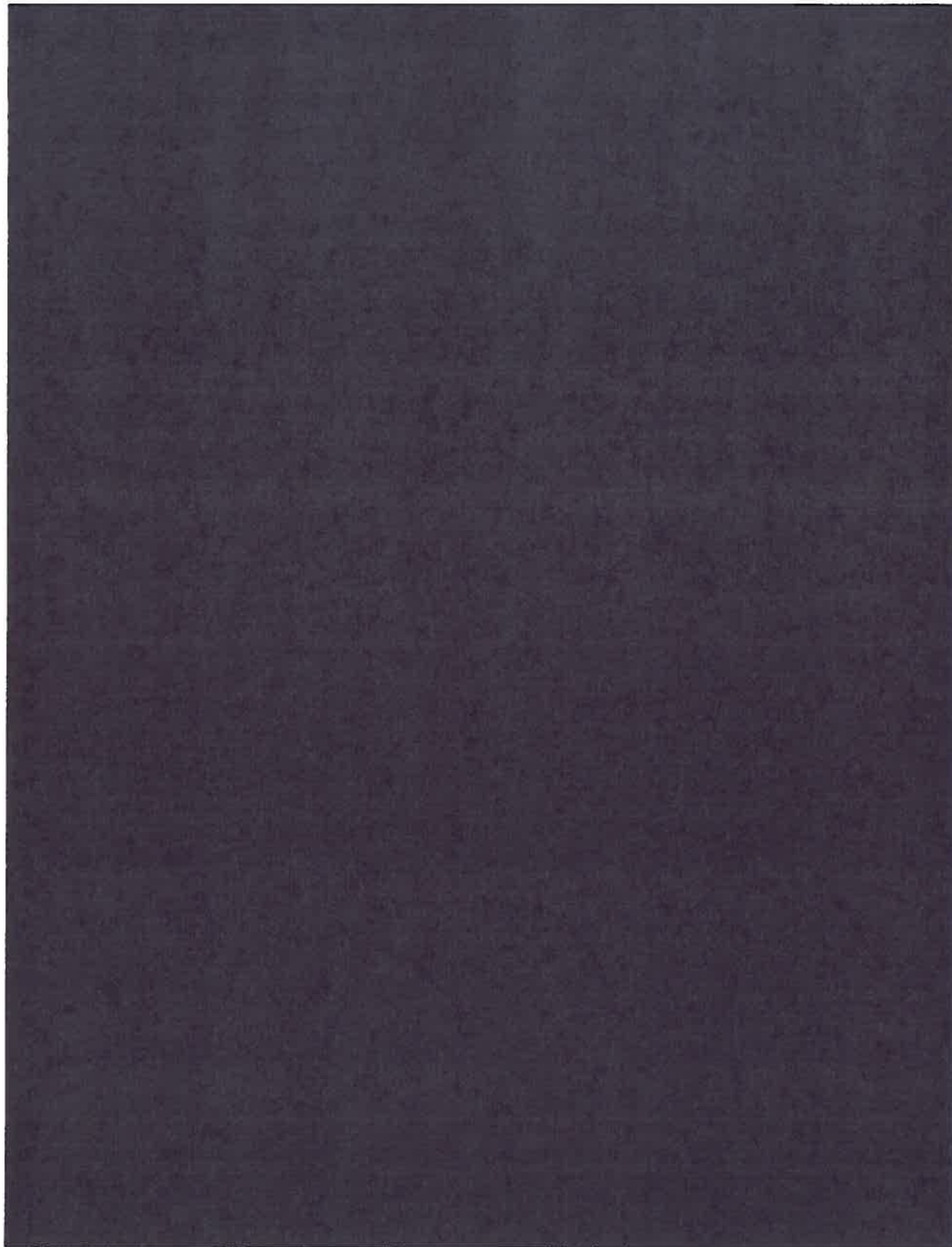


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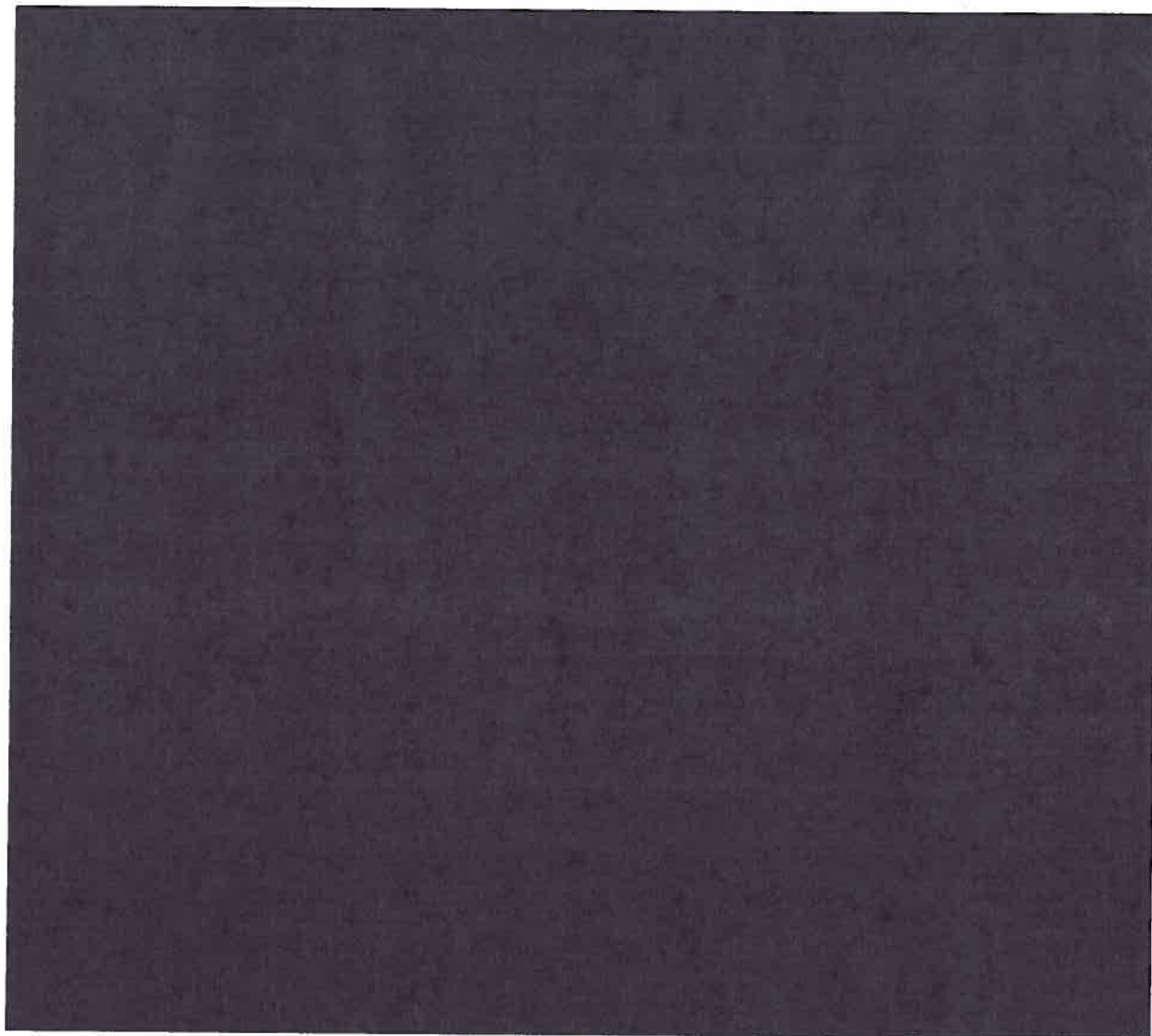
**Subsection 4 - Technical Feasibility (Selection Criteria 2B)**



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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: [docsubmit@dec.cdie.org](mailto:docsubmit@dec.cdie.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]**