



USAID
FROM THE AMERICAN PEOPLE

Management Sciences for Health
784 Memorial Drive
Cambridge, MA 02139

D

Reference: Systems for Improved Access to Pharmaceuticals and Services (SIAPS) RFA
SOL-OAA-11-00064

Subject: Cooperative Agreement No. AID-OAA-A-11-00021

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 MANAGEMENT SCIENCES FOR HEALTH, hereinafter referred to as the "Recipient", the sum of _____ to provide support for a program in Systems for Improved Access to Pharmaceuticals and Services (SIAPS) as described in the Schedule of this award and in Attachment B, entitled "Program Description."

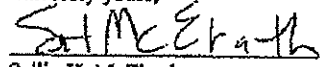
This Cooperative Agreement is effective and obligation is made as of the date of this letter and shall apply to expenditures made by the Recipient in furtherance of program objectives during the period beginning 09/23/2011 and ending 09/22/2016. USAID will not be liable for reimbursing the Recipient for any costs in excess of the obligated amount.

This Cooperative Agreement is made to the Recipient MANAGEMENT SCIENCES FOR HEALTH, on condition that the funds will be administered in accordance with the terms and conditions as set forth in Attachment A (the Schedule), Attachment B (the Program Description), Attachment C (the Standard Provisions), Attachment D (Branding and Marking Plan), and Attachment E (Environmental Capability Statement) all of which have been agreed to by your organization.

AID-OAA-A-11-00021

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

Sincerely yours,



Sallie H. McElrath
USAID Agreement Officer

Attachments:

- A. Schedule
- B. Program Description
- C. Standard Provisions
- D. Branding and Marking Plan
- E. Environmental Capability Statement

ACKNOWLEDGED:

BY: *[Signature]*
TITLE: JR. CONTRACT OFFICER, MST
DATE: September 26, 2011

General Section for AID/W

A. GENERAL

1. Amount Obligated this Action: 1
2. Total Estimated USAID Amount:
3. Total Obligated USAID Amount: 0
4. Amount Remaining to be Obligated:
5. Cost-Sharing Amount (Non-Federal):
6. Activity Title: SIAPS
7. USAID Technical Office: GH/HIDN/HS
8. Tax I.D. Number:
9. DUNS No.:
10. LOC Number:

B. SPECIFIC FUNDING INFORMATION

Funding Type	Unilateral	Unilateral	Unilateral	Unilateral	Unilateral
Account ID	1	2	25	26	24
Accounting Code	(none)	(none)	(none)	(none)	(none)
Accounting Template	GH-HN Program Funds	GH-HN Program Funds	GH-HN Program Funds	GH-HN Program Funds	GH-HN Program Funds
BBFY	2011	2011	2011	2011	2010
EBFY	2012	2012	2012	2012	2011
Fund	GH-C	GH-C	GH-C-GFSI	GH-C	GH-C-R
OP	GH/HIDN	GH/HIDN	GH/HIDN	GH/HIDN	GH/HIDN
Prog Area	A11	A11	A11	A11	A11
Dist Code	936-3104	936-3104	936-3104	936-3104	936-3104
Prog Elem	A048	A049	A142	A052	A052
BGA	997	997	997	997	997
SOC	4100200	4100200	4100200	4100200	4100200
Requisition #	REQ-GH-11-000032	REQ-GH-11-000032	REQ-GH-11-000032	REQ-GH-11-000032	REQ-GH-11-000032
Amount					

Subtotal (core funding) 0

Funding Type	Unilateral	Unilateral	Unilateral	Unilateral
Account ID	1	2	3	4
Accounting Code	Unilateral Field Support-2011-2012-GH-C-ANGOLA-A11-654-W-A049-ANGOLA-654-4100301	Unilateral Field Support-2011-2012-GH-C-AIDS-ANGOLA-A11-654-W-A047-ANGOLA-654-4100301	Unilateral Field Support-2011-2012-GH-C-POP-ANGOLA-A11-654-W-A053-ANGOLA-654-4100301	Unilateral Field Support-2011-2012-GH-C-BRAZIL-A11-512-W-A048-BRAZIL-512-4100301
Accounting Template	Unilateral Field Support	Unilateral Field Support	Unilateral Field Support	Unilateral Field Support
BBFY	2011	2011	2011	2011
EBFY	2012	2012	2012	2012
Fund	GH-C	GH-C-AIDS	GH-C-POP	GH-C
OP	ANGOLA	ANGOLA	ANGOLA	BRAZIL

Prog Area	A11	A11	A11	A11
Dist Code	654-W	654-W	654-W	512-W
Prog Elem	A049	A047	A053	A048
BGA	654	654	654	512
SOC	4100301	4100301	4100301	4100301
Requisition #	FS11-TBD-GH-06-2011.01	FS11-TBD-GH-06-2011.01	FS11-TBD-GH-06-2011.01	FS11-TBD-GH-06-2011.01
Amount				

Funding Type	Unilateral	Unilateral	Unilateral	Unilateral
Account ID	5	6	7	8
Accounting Code	Unilateral Field Support-2011-2012-GH-C-BURUNDI-A11-695-W-A049-695-4100301	Unilateral Field Support-2011-GH-H-X-ETHIOPIA-A11-663-W-A047-ETHIOPIA-663-4100301	Unilateral Field Support-2011-GH-H-X-LESOTHO-A11-632-W-A047-632-4100301	Unilateral Field Support-2011-2012-GH-C-MALI-A11-688-W-A049-688-4100301
Accounting Template	Unilateral Field Support	Unilateral Field Support	Unilateral Field Support	Unilateral Field Support
BBFY	2011	2011	2011	2011
EBFY	2012	2012	2012	2012
Fund	GH-C	GH-H-X	GH-H-X	GH-C
OP	BURUNDI	ETHIOPIA	LESOTHO	MALI
Prog Area	A11	A11	A11	A11
Dist Code	695-W	663-W	632-W	688-W
Prog Elem	A049	A047	A047	A049
BGA	695	663	632	688
SOC	4100301	4100301	4100301	4100301
Requisition #	FS11-TBD-GH-06-2011.01	FS11-TBD-GH-06-2011.01	FS11-TBD-GH-06-2011.01	FS11-TBD-GH-06-2011.01
Amount				

Funding Type	Unilateral	Unilateral	Unilateral	Unilateral
Account ID	9	10	11	12
Accounting Code	Unilateral Field Support-2011-2012-GH-C-MALI-A11-688-W-A052-688-4100301	Unilateral Field Support-2011-2012-GH-C-POP-MALI-A11-688-W-A053-688-4100301	Unilateral Field Support-2011-GH-H-X-NAMIBIA-A11-673-W-A047-673-4100301	Unilateral Field Support-2011-2012-GH-C-RWANDA-A11-696-W-A049-696-4100301
Accounting Template	Unilateral Field Support	Unilateral Field Support	Unilateral Field Support	Unilateral Field Support
BBFY	2011	2011	2011	2011
EBFY	2012	2012	2012	2012
Fund	GH-C	GH-C-POP	GH-H-X	GH-C
OP	MALI	MALI	NAMBIA	RWANDA
Prog Area	A11	A11	A11	A11
Dist Code	688-W	688-W	673-W	696-W
Prog Elem	A052	A053	A047	A049
BGA	688	688	673	696
SOC	4100301	4100301	4100301	4100301
Requisition #	FS11-TBD-GH-06-2011.01	FS11-TBD-GH-06-2011.01	FS11-TBD-GH-06-2011.01	FS11-TBD-GH-06-2011.01

Amount				
Funding Type	Unilateral	Unilateral	Unilateral	Unilateral
Account ID	13	14	15	16
Accounting Code	Unilateral Field Support-2011-2012-GH-C-RWANDA-A11-696-W-A052-696-4100301	Unilateral Field Support-2011-2012-GH-C-POP-RWANDA-A11-696-W-A053-696-4100301	Unilateral Field Support-2011-GH-H-X-RWANDA-A11-696-W-A047-696-4100301	Unilateral Field Support-2011-GH-H-X-SOUTH_AFR-A11-674-W-A047-674-4100301
Accounting Template	Unilateral Field Support	Unilateral Field Support	Unilateral Field Support	Unilateral Field Support
BBFY	2011	2011	2011	2011
EBFY	2012	2012	2012	2012
Fund	GH-C	GH-C-POP	GH-H-X	GH-H-X
OP	RWANDA	RWANDA	RWANDA	SOUTH AFR
Prog Area	A11	A11	A11	A11
Dist Code	696-W	696-W	696-W	674-W
Prog Elem	A052	A053	A047	A047
BGA	696	696	696	674
SOC	4100301	4100301	4100301	4100301
Requisition #	FS11-TBD-GH-06-2011.01	FS11-TBD-GH-06-2011.01	FS11-TBD-GH-06-2011.01	FS11-TBD-GH-06-2011.01
Amount				

Funding Type	Unilateral	Unilateral	Unilateral	Unilateral
Account ID	17	18	19	27
Accounting Code	Unilateral Field Support-2011-2012-GH-C-S_AMER_REG-A11-530-W-A048-530-4100301	Unilateral Field Support-2011-2012-GH-C-S_AMER_REG-A11-530-W-A049-530-4100301	Unilateral Field Support-2011-GH-H-X-SWAZILAND-A11-645-W-A047-645-4100301	Unilateral Field Support-2011-2012-GH-C-DROC-A11-660-W-A049-DROC-660-4100301
Accounting Template	Unilateral Field Support	Unilateral Field Support	Unilateral Field Support	Unilateral Field Support
BBFY	2011	2011	2011	2011
EBFY	2012	2012	2012	2012
Fund	GH-C	GH-C	GH-H-X	GH-C
OP	S AMER REG	S AMER REG	SWAZILAND	DROC
Prog Area	A11	A11	A11	A11
Dist Code	530-W	530-W	645-W	660-W
Prog Elem	A048	A049	A047	A049
BGA	530	530	645	660
SOC	4100301	4100301	4100301	4100301
Requisition #	FS11-TBD-GH-06-2011.01	FS11-TBD-GH-06-2011.01	FS11-TBD-GH-06-2011.01	FS11-TBD-GH-06-2011.02
Amount				

Funding Type	Unilateral
Account ID	28
Accounting Code	Unilateral Field Support- 2011-2012-GH-C- LIBERIA-A11-669-W- A049-669-4100301
Accounting Template	Unilateral Field Support
BBFY	2011
EBFY	2012
Fund	GH-C
OP	LIBERIA
Prog Area	A11
Dist Code	669-W
Prog Elem	A049
BGA	669
SOC	4100301
Requisition #	FS11-TBD-GH-06- 2011.02
Amount	

Subtotal (field support
Total (current funding,

C. PAYMENT OFFICE

The USAID M/FM office prefers to receive invoices via email. When submitting invoices to USAID FM, in addition to the required submission to the AOTR, send to:

Vendor invoices: loc@usaid.gov;
Point of Contact: Mr. David McNeil
Telephone: (202) 567-4601

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Attachment A - Schedule

A.1 PURPOSE OF COOPERATIVE AGREEMENT

The purpose of this Cooperative Agreement is to provide support for the Systems for Improved Access to Pharmaceuticals and Services program described in Attachment B to this Cooperative Agreement entitled "Program Description."

A.2 PERIOD OF COOPERATIVE AGREEMENT

1. The effective date of this Award is September 23, 2011. The estimated completion date of this Award is September 22, 2016.

A.3 AMOUNT OF AWARD AND PAYMENT

1. The total estimated amount of this Cooperative Agreement for the period shown in A.2 above is not including required cost share of
2. USAID hereby obligates the amount of 10 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 will be made to the Recipient by Letter of Credit in accordance with procedures set forth in 22 CFR 226.22.
4. Additional funds up to the total amount of the Cooperative Agreement stated in A.3.1, 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 AWARD BUDGET

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

Line Item	Project Life
Salaries and Wages	
Overhead	
Travel and Transportation	
Allowances	
Subcontracts	
Training	
Equipment	
Grants	\$0
Other Direct Costs	
Subtotal (Govt Funded)	
Cost Share	
Total	

A.5 REPORTING AND EVALUATION

The recipient will adhere to all reporting requirements listed below. As required under Substantial Involvement, all reports shall be submitted by the due date for approval of the USAID AOTR designated by the Global Health Bureau. The recipient will consult with the AOTR on the format and expected content of reports prior to submission. In addition to the reports below, the AOTR may request additional information to contribute to the internal USAID project reviews.

1. Financial Reporting

The recipient shall submit one original and two copies. Financial Reports shall be in keeping with 22 CFR 226.

- (1) The recipient must submit the Federal Financial Report (FFR) Form (SF-425) on a quarterly basis via electronic format to the U.S. Department of Health and Human Services (<http://www.dpm.psc.gov>). The recipient must submit a copy of the FFR at the same time to the Agreement Officer's Technical Representative (AOTR).
- (2) The recipient must submit the original and two copies of all final financial reports to USAID/Washington, M/CFO/CMPLOC Unit, the Agreement Officer, and the AOTR. The recipient must submit an electronic version of the final Federal Financial Form (SF-425) to U.S. Department of Health and Human Services in accordance with paragraph (1) above.
- (3) Additional financial reporting may be required by the AOTR.

2. Program Reporting

The Recipient shall submit the following documents to the AOTR electronically within the time period specified by the AOTR. Guidelines and a schedule will be provided by the AOTR post award.

a. Annual Work Plan and Budget

Within 60 days of signing the cooperative agreement, the Recipient will be required to submit an annual work plan and budget for core and field support funds. The final draft work plan for subsequent years will be due to the AOTR for approval 30 days prior to the start of the new fiscal year. The work plan serves several purposes including a guide to program implementation; a demonstration of links between activities, strategic direction, outcomes and intended results, and a basis for budget; a basis for budget estimates; and the yearly monitoring and evaluation plan for the activities under the agreement. The work plans should be organized to clearly link activities to the expected results, with delineation of core versus field support funded activities. The different funding streams should also be differentiated in the work plans. The work plan is negotiated with the AOTR in consultation with program managers and Mission staff.

b. Quarterly Performance Monitoring Reports

Throughout the life of the cooperative agreement, the recipient will be required to submit a comprehensive final quarterly performance reports on all project activities to the AOTR within 45 days after the reporting period and to the USAID Missions on their field support activities within 30 days after the reporting period. These reports should include technical and financial information. The quarterly report should focus on progress towards results and successes achieved.

c. Annual Performance Monitoring Reports

At the end of each fiscal year, the recipient will be required to submit a comprehensive final annual performance report on all project activities to the AOTR within 45 days after the reporting period and to the USAID Mission on their field support activities within 30 days after the reporting period. These

reports should include technical and financial information. The annual report should include qualitative and quantitative information on the progress towards achieving project targets and objectives.

3. Final Report

The Recipient shall submit a final report within 90 days of the close of the project. Guidelines for the final report will be provided to the recipient by the AOTR post award.

The Recipient shall submit the original and one copy to M/FM, the Agreement Officer (if requested), and the AOTR and one copy, in electronic (preferred) or paper form of final documents to one of the following: (a) Via E-mail: 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>

A.6 INDIRECT COST RATE

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

	EFFECTIVE PERIOD		INDIRECT COST RATE	
TYPE	FROM	THROUGH	EMPLOYEE OVERHEAD (a)	CONSULTANT & FOREIGN PROFESSIONAL OVERHEAD (b)
I				
IS				

Base of Application

- a. Employee direct labor plus accrued holiday, vacation and sick pay, excluding foreign national (field) professional staff paid in local currency.
- b. Consultant fees, plus direct labor including (as used) holiday, sick and vacation pay for foreign national (field) professional staff.

Note: Local field (foreign national) non-professional staff is not covered by either indirect cost rate and are reimbursed as Other Direct Costs (ODCs).

A.7 TITLE TO PROPERTY

Title of property financed under this award shall vest with the recipient subject to the requirements of 22 CFR 226.30 through 37, until such time as USAID issues disposition instructions.

A.8 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this award is Code 000. Local cost financing shall be authorized in accordance with the standard provision "Local Procurement (1998)".

A.9 COST SHARING

The Recipient agrees to expend cost share in an amount not less than 7.5% of total activity costs, based on USAID program contribution (as proposed in the cost application.) All cost sharing contributions shall be in accordance with 22 CFR.226.23 and Standard Provisions on Cost Sharing or Matching and are subject to audit.

A.10 SUBSTANTIAL INVOLVEMENT

Substantial involvement during the implementation of this Agreement shall be limited to approval of the elements listed below:

1. Approval of the recipient’s annual work plans, including: planned activities for the following year, international travel plans, planned expenditures, knowledge management plans, event planning/management, research studies/protocols, and changes to any activity to be carried out under the Cooperative Agreement;
2. Approval of and any changes to specified key personnel;
3. Agency and recipient joint participation, including: selection of advisory committee members, sub-award recipients, and concurrence on the substantive provisions of the sub-awards; and coordination with other cooperating agencies; and
4. Approval of Monitoring and Evaluation Plan.

A.11 PROGRAM INCOME

The Recipient shall account for Program Income in accordance with 22 CFR 226.24 (or the Standard Provision entitled Program Income for non-U.S. organizations). Program Income earned under this award shall be added to the project.

A.12 KEY PERSONNEL

For this Cooperative Agreement, the key personnel are listed below by name and title. Changes to any key personnel must be approved in advance and in writing by the AOTR and the Agreement Officer.

- [Redacted Name]
- [Redacted Name]
- [Redacted Name]
- [Redacted Name]

A.13 NAMED SUB-RECIPIENTS/CONTRACTORS

The following Sub-recipients/Contractors are approved for this Cooperation Agreement. Changes to any of the named sub-recipients/contractors must be approved in advance and in writing the Agreement Officer.

- [Redacted Name]
- [Redacted Name]
- [Redacted Name]
- [Redacted Name]
- [Redacted Name]

A. 14 SPECIAL PROVISIONS

A.14.1 USAID DISABILITY POLICY (DEC 2004)

a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website: http://www.usaid.gov/about_usaid/disability/.

(b) USAID therefore requires that the recipient not discriminate against people with disabilities in the implementation of USAID funded programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing the program under this grant or cooperative agreement. To that end and to the extent it can accomplish this goal within the scope of the program objectives, the recipient should demonstrate a comprehensive and consistent approach for including men, women and children with disabilities.

A.14.2 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)

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 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.

A.14.3 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JAN 2002)

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

A.14.4 COUNTRY-BY-COUNTRY BREAKDOWN OF EXPENDITURES

Grantee 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 425, or on a separate sheet of paper with the "Request for Advance or Reimbursement" SF 270.

END OF ATTACHMENT A

Attachment B - Program Description

The Recipient's Technical Application entitled "Systems for Improved Access to Pharmaceuticals and Services (SIAPS)" submitted in response to RFA SOL-OAA-A-11-000064; and dated June 22, 2011 as clarified/modified by (1) the "Technical Response to Questions" dated August 12, 2011; and (2) the Branding Strategy and Marking Plan referenced in Attachment D, are incorporated by reference in their entirety into this Cooperative Agreement as the Program Description, and made an integral part of this Award document.

END OF ATTACHMENT B

Attachments C - Standard Provisions

Reporting Subawards and Executive Compensation (Oct 2010)

a. Reporting of first-tier subawards.

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

(2) Where and when to report.

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

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

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

b. Reporting Total Compensation of Recipient Executives.

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

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

(ii) in the preceding fiscal year, you received^a

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and

7 Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

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

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

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

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

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

c. Reporting of Total Compensation of Subrecipient Executives.

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

(i) in the subrecipient's preceding fiscal year, the subrecipient received^a

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

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and ii. The public does not have access to information about the compensation of the executives

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through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

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

(i) To the recipient.

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

d. Exemptions

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

- (1) subawards, and
- (2) the total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

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

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

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

(3) Subaward:

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

(4) Subrecipient means an entity that:

- (i) Receives a subaward from you (the recipient) under this award; and
 - (ii) Is accountable to you for the use of the Federal funds provided by the subaward.
- (5) Total compensation means the cash and noncash dollar value earned by the executive during the recipient;@s or subrecipient;@s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(i) Salary and bonus.

(ii) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(iii) Earnings for services under nonequity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

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(iv) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

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

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

[END OF PROVISION]

Central Contractor Registration and Universal Identifier (Oct 2010)

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

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

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

(2) May not make a subaward to an entity unless the entity has provided its DUNS number to you.

c. Definitions. For purposes of this award term:

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

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

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

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

(ii) A foreign public entity;

(iii) A domestic or foreign nonprofit organization;

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

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

(4) Subaward:

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

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

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

(5) Subrecipient means an entity that:

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

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

[END OF PROVISION]

Trafficking in Persons (Oct 2010)

a. Provisions applicable to a recipient that is a private entity.

(1) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

(i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

(ii) Procure a commercial sex act during the period of time that the award is in effect; or

(iii) Use forced labor in the performance of the award or subawards under the award.

(2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

(i) Is determined to have violated a prohibition in paragraph a. (1) of this award term; or

(ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a. (1) of this award term through conduct that is either—

(A) Associated with performance under this award; or

(B) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 22 CFR 208 or its superseding Part in 2 CFR.

b. Provisions applicable to a recipient other than a private entity.

(1) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

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(i) Is determined to have violated an applicable prohibition in paragraph a. (1) of this award term; or

(ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a. (1) of this award term through conduct that is either—

(A) Associated with performance under this award; or

(B) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 22 CFR 208 or its superseding Part in 2 CFR.

b. Provisions applicable to any recipient.

(1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. (1) of this award term.

(2) Our right to terminate unilaterally that is described in paragraph a. (2) or b of this section:

(i) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

(ii) Is in addition to all other remedies for noncompliance that are available to us under this award.

(3) You must include the requirements of paragraph a. (1) of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this provision:

(1) Employee“ means either:

(i) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

(ii) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are

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contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

(2) Forced labor“ means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(3) Private entity“:

(i) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25(b).

(ii) Includes:

(A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

(B) A for-profit organization.

(4) Severe forms of trafficking in persons,“commercial sex act,“and coercion“ have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

[END OF PROVISION]

APPLICABILITY OF 22 CFR PART 226 - MAY 2005

a. All provisions of 22 CFR Part 226 and all Standard Provisions attached to this agreement are applicable to the recipient and to 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 Non-US subrecipients the Recipient shall include the applicable "Standard Provisions for Non-US Nongovernmental Grantees." Recipients are required to ensure compliance with monitoring procedures in accordance with OMB Circular A-133.

NONDISCRIMINATION - MAY 1986

(This provision is applicable when work under the grant is performed in the U.S. or when employees are recruited in the U.S.)

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.

INELIGIBLE COUNTRIES

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.

NONLIABILITY - NOV 1985

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

AMENDMENT - NOV 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.

NOTICES - NOV 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.

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.

OMB APPROVAL UNDER THE PAPERWORK REDUCTION ACT - DEC 2003

Information collection requirements imposed by this grant are covered by OMB approval number 0412-0510; the current expiration date is 04/30/2005. The Standard Provisions containing the requirement and an estimate of the public reporting burden (including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information) are

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	1
22 CFR 226	Burden Estimate
22 CFR 226.40-.49 Procurement of Goods and Services	1
22 CFR 226.30 - Property Standards	.36
	1.5

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

USAID ELIGIBILITY RULES FOR GOODS AND SERVICES - APRIL 1998

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

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

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

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

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

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

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

Prior approval will be deemed to have been met when:

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

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

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

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

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

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

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

- (A) The procurement was of an emergency nature, which would not allow for the delay attendant to soliciting U.S. sources,
- (B) The price differential for procurement from U.S. sources exceeded by 50% or more the delivered price from the non-U.S. source,
- (C) Compelling local political considerations precluded consideration of U.S. sources,
- (D) The goods or services were not available from U.S. sources, or
- (E) Procurement of locally available goods and services, as opposed to procurement of U.S. goods and services, would best promote the objectives of the Foreign Assistance program under the award.

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

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

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

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

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

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - JAN 2004

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

- (1) Are presently excluded or disqualified from covered transactions by any Federal department or agency;
- (2) Have been convicted within the preceding three-year period preceding this proposal been convicted of or had a

civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;

(3) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b); and

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

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

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

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

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

DRUG FREE WORKPLACE - JAN 2004

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

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

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

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

(i) Must abide by the terms of the statement, and

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

b. The recipient agrees that it will establish an ongoing drug-free awareness program to inform employees about

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

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

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

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

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

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

e. Within 30 calendar days of learning about an employee's conviction, the recipient must either

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

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

f. The policies and procedures applicable to violations of these requirements are set forth in 22 CFR Part 210.

EQUAL PROTECTION OF THE LAWS FOR FAITH-BASED AND COMMUNITY ORGANIZATIONS - DEC 2009

a. All the requirements of 22 CFR Part 205, Participation By Religious Organizations In USAID Programs, are applicable to the recipient and to subrecipients which meet the definition of "Recipient" in 22 CFR Part 226. The requirements of 22 CFR Part 205 apply to both religious and secular organizations.

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

c. The recipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services directly funded with financial assistance from USAID. If the recipient engages in inherently religious activities, such as worship, religious instruction, and proselytization, it must offer those services at a different time or location from any programs or services directly funded by this award, and participation by beneficiaries in any such inherently religious activities must be voluntary. These restrictions do not apply to programs where USAID funds are provided to chaplains to work with inmates in prisons, detention facilities, or community correction centers, or where USAID funds are provided to religious or other organizations for programs in prisons, detention facilities, or community correction centers, in which such organizations assist chaplains in carrying out their duties.

d. The recipient must not use USAID funds for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. Where a structure is used for both eligible and inherently religious activities, USAID funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with applicable cost accounting principles. Sanctuaries, chapels, or other rooms that the recipient uses as its principal place of worship are ineligible for acquisition, construction, rehabilitation, or improvements using USAID funds.

e. The recipient may not discriminate against any beneficiary or potential beneficiary under this award on the basis of religion or religious belief. Accordingly, in providing services supported in whole or in part by this agreement or in its outreach activities related to such services, the recipient may not discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice.

f. When the recipient is a religious organization, the recipient

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

(2) Retains its authority over its internal governance and may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

(3) Retains its exemption from the Federal prohibition on employment discrimination on the basis of religion, set forth in Sec. 702(a) of the Civil Rights Act of 1964, 42 U.S.C. 2000e-1.

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

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

interests of the United States.

IMPLEMENTATION OF E.O. 13224 - EXECUTIVE ORDER ON TERRORIST FINANCING - MAR 2002

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

MARKING UNDER USAID-FUNDED ASSISTANCE INSTRUMENTS (DEC 2005)

(a) Definitions

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

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

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

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

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

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

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

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

(b) Marking of Program Deliverables

(1) All recipients must mark appropriately all overseas programs, projects, activities, public communications, and commodities partially or fully funded by a USAID grant or cooperative agreement or other assistance award or subaward with the USAID Identity, of a size and prominence equivalent to or greater than the recipient's, other donor's, or any other third party's identity or logo.

(2) The Recipient will mark all program, project, or activity sites funded by USAID, including visible infrastructure projects (for example, roads, bridges, buildings) or other programs, projects, or activities that are physical in nature (for example, agriculture, forestry, water management) with the USAID Identity. The Recipient should erect temporary signs or plaques early in the construction or implementation phase. When construction or implementation is complete, the Recipient must install a permanent, durable sign, plaque or other marking.

(3) The Recipient will mark technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities and other promotional, informational, media, or communications products funded by USAID with the USAID Identity.

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

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

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

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

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

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

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

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

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

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

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

(c) Implementation of marking requirements.

(1) When the grant or cooperative agreement contains an approved Marking Plan, the recipient will implement the requirements of this provision following the approved Marking Plan.

(2) When the grant or cooperative agreement does not contain an approved Marking Plan, the recipient will propose and submit a plan for implementing the requirements of this provision within [Agreement Officer fill-in] days after the effective date of this provision. The plan will include:

(i) A description of the program deliverables specified in paragraph (b) of this provision that the recipient will produce as a part of the grant or cooperative agreement and which will visibly bear the USAID Identity.

(ii) the type of marking and what materials the applicant uses to mark the program deliverables with the USAID Identity,

(iii) when in the performance period the applicant will mark the program deliverables, and where the applicant will place the marking,

(3) The recipient may request program deliverables not be marked with the USAID Identity by identifying the program deliverables and providing a rationale for not marking these program deliverables. Program deliverables may be exempted from USAID marking requirements when:

(i) USAID marking requirements would compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials;

(ii) USAID marking requirements would diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent;

(iii) USAID marking requirements would undercut host-country government "ownership" of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications better positioned as "by" or "from" a cooperating country ministry or government official;

(iv) USAID marking requirements would impair the functionality of an item;

(v) USAID marking requirements would incur substantial costs or be impractical;

(vi) USAID marking requirements would offend local cultural or social norms, or be considered inappropriate;

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

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

(d) Waivers.

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

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

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

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

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

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

REGULATIONS GOVERNING EMPLOYEES - AUG 1992

(The following applies to the recipient's employees working in the cooperating country under the agreement who are not citizens of the cooperating country.)

- a. The recipient's employees shall maintain private status and may not rely on local U.S. Government offices or facilities for support while under this grant.
- b. The sale of personal property or automobiles by recipient employees and their dependents in the foreign country to which they are assigned shall be subject to the same limitations and prohibitions which apply to direct-hire USAID personnel employed by the Mission, including the rules contained in 22 CFR Part 136, except as this may conflict with host government regulations.
- c. Other than work to be performed under this award for which an employee is assigned by the recipient, no employee of the recipient shall engage directly or indirectly, either in the individual's own name or in the name or through an agency of another person, in any business, profession, or occupation in the foreign countries to which the individual is assigned, nor shall the individual make loans or investments to or in any business, profession or occupation in the foreign countries to which the individual is assigned.
- d. The recipient's employees, while in a foreign country, are expected to show respect for its conventions, customs, and institutions, to abide by its applicable laws and regulations, and not to interfere in its internal political affairs.
- e. In the event the conduct of any recipient employee is not in accordance with the preceding paragraphs, the recipient's chief of party shall consult with the USAID Mission Director and the employee involved and shall recommend to the recipient a course of action with regard to such employee.
- f. The parties recognize the rights of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this grant award of any third country national when, in the discretion of the Ambassador, the interests of the United States so require.
- g. If it is determined, either under (e) or (f) above, that the services of such employee should be terminated, the recipient shall use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.

CONVERSIONS OF US DOLLARS TO LOCAL CURRENCY - NOV 1985

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

Upon arrival in the Cooperating Country, and from time to time as appropriate, the recipient's chief of party shall consult with the Mission Director who shall provide, in writing, the procedure the recipient and its employees shall follow in the conversion of United States dollars to local currency. This may include, but is not limited to, the

conversion of currency through the cognizant United States Disbursing Officer or Mission Controller, as appropriate.

USE OF POUCH FACILITIES - AUG 1992

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

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

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

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

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

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

Name of individual or organization (followed by
letter symbol "G")

City Name of post (USAID/ _____)

Agency for International Development

Washington, 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.

INTERNATIONAL AIR TRAVEL AND TRANSPORTATION - JUN 1999

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

a. PRIOR BUDGET APPROVAL

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

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

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

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

b. NOTIFICATION

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

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

(ii) the recipient expects significant administrative or substantive programmatic support from the Mission.

Neither the USAID Mission nor the Embassy will require Country Clearance of employees or contractors of USAID Recipients.

(2) 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.

OCEAN SHIPMENT OF GOODS - JUN 1999

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

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

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

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

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

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

LOCAL PROCUREMENT - APRIL 1998

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

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

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

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

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

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

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

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

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

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

(iii) Rental costs for housing and office space;

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

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

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

c. The coverage on ineligible and restricted goods and services in the mandatory standard provision entitled, "USAID Eligibility Rules for Goods and Services," also apply to local procurement.

d. This provision will be included in all subagreements where local procurement of goods or services is a supported element.

VOLUNTARY POPULATION PLANNING ACTIVITIES - MANDATORY REQUIREMENTS - MAY 2006

Requirements for Voluntary Sterilization Programs

(1) None of the funds made available under this award shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

Prohibition on Abortion-Related Activities:

(1) No funds made available under this award will be used to finance, support, or be attributed to the following

activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term "motivate", as it relates to family planning assistance, shall not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

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

NEGOTIATED INDIRECT COST RATES - PREDETERMINED - APRIL 1998

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

- a. The allowable indirect costs shall be determined by applying the predetermined indirect cost rates to the bases specified in the schedule of this award.
- b. Within the earlier of 30 days after receipt of the A-133 audit report or nine months after the end of the audit period, the recipient shall submit to the cognizant agency for audit the required OMB Circular A-133 audit report, proposed predetermined indirect cost rates, and supporting cost data. If USAID is the cognizant agency or no cognizant agency has been designated, the recipient shall submit four copies of the audit report, the proposed predetermined indirect cost rates, and supporting cost data to the Overhead, Special Costs, and Closeout Branch, Office of Procurement, USAID, Washington DC 20523-7802. The proposed rates shall be based on the recipient's actual cost experience during that fiscal year. Negotiations of predetermined indirect cost rates shall begin soon after receipt of the recipient's proposal.
- c. Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable cost principles.
- d. The results of each negotiation shall be set forth in an indirect cost rate agreement signed by both parties. Such agreement is automatically incorporated into this award and shall specify (1) the agreed upon predetermined rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the specific items treated as direct costs. The indirect cost rate agreement shall not change any monetary ceiling, award obligation, or specific cost allowance or disallowance provided for in this award.
- e. Pending establishment of predetermined indirect costs rates for any fiscal year, the recipient shall be reimbursed either at the rates fixed for the previous fiscal year or at billing rates acceptable to the USAID Agreement Officer, subject to appropriate adjustment when the final rates for the fiscal year or other period are established.

NEGOTIATED INDIRECT COST RATES - PROVISIONAL [NON-PROFIT] - APRIL 1998

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

- 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 or 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.

PARTICIPANT TRAINING - APRIL 1998

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

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

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

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

VOLUNTARY POPULATION PLANNING ACTIVITIES - SUPPLEMENTAL REQUIREMENTS - January 2009

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

a. Voluntary Participation and Family Planning Methods:

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

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

methods and services may be obtained.

b. Requirements for Voluntary Family Planning Projects

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

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

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

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

(5) No person shall be denied any right or benefit, including the right of access to participate in any program of general welfare or health care, based on the person's decision not to accept family planning services offered by the project.

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

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

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

(9)

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

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

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

c. Additional Requirements for Voluntary Sterilization Programs

(1) None of the funds made available under this award shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

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

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

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

d. Prohibition on Abortion-Related Activities:

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

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

e. The recipient shall insert this provision in all subsequent subagreements and contracts involving family planning or population activities that will be supported in whole or in part from funds under this award. The term subagreement means subgrants and subcooperative agreements.

[END OF PROVISION]

COST SHARING (MATCHING) - JULY 2002

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

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.

PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS - JUN 1999

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

a. USAID reserves the right to terminate assistance to, or take other appropriate measures with respect to, any participant approved by USAID who is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

b. (1) For any loan over \$1000 made under this agreement, the recipient shall insert a clause in the loan agreement stating that the loan is subject to immediate cancellation, acceleration, recall or refund by the recipient if the borrower or a key individual of a borrower is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

(2) Upon notice by USAID of a determination under section (1) and at USAID's option, the recipient agrees to immediately cancel, accelerate or recall the loan, including refund in full of the outstanding balance. USAID reserves the right to have the loan refund returned to USAID.

c. (1) The recipient agrees not to disburse, or sign documents committing the recipient to disburse, funds to a subrecipient designated by USAID ("Designated Subrecipient") until advised by USAID that: (i) any United States Government review of the Designated Subrecipient and its key individuals has been completed; (ii) any related certifications have been obtained; and (iii) the assistance to the Designated Subrecipient has been approved. Designation means that the subrecipient has been unilaterally selected by USAID as the subrecipient. USAID approval of a subrecipient, selected by another party, or joint selection by USAID and another party is not designation.

(2) The recipient shall insert the following clause, or its substance, in its agreement with the Designated Subrecipient:

"The recipient reserves the right to terminate this [Agreement/Contract] or take other appropriate measures if the [Subrecipient] or a key individual of the [Subrecipient] is found to have been convicted of a narcotic offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140."

REPORTING OF FOREIGN TAXES - MAR 2006

APPLICABILITY: This provision is applicable to all USAID agreements that obligate or subobligate FY 2003 or later funds except for agreements funded with Operating Expense, Pub. L. 480 funds, or trust funds, or agreements where there will be no commodity transactions in a foreign country over the amount of \$500.

a. The recipient must annually submit a report by April 16 of the next year.

b. Contents of Report. The report must contain:

(i) Contractor/recipient name.

(ii) Contact name with phone, fax and email.

(iii) Agreement number(s).

(iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.

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

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

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

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

c. Definitions. For purposes of this clause:

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

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

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

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

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

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

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

ORGANIZATIONS ELIGIBLE FOR ASSISTANCE - HIV/AIDS - JUNE 2005

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

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

CONDOMS - JUNE 2005

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

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

http://www.usaid.gov/our_work/global_health/aids/TechAreas/prevention/condomfactsheet.html

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

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

(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 postexposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

(b) The following definitions apply for purposes of this provision:

12 “Commercial sex act” means any sex act on account of which anything of value is given to or received by any person. “Prostitution” means procuring or providing any commercial sex act and the “practice of prostitution” has the same meaning. “Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act. 22 U.S.C. 7102(9).

(c) The recipient shall insert this provision, which is a standard provision, in all subawards.

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

USAID DISABILITY POLICY - ASSISTANCE - DEC 2004

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

a. The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website: <http://www.usaid.gov/about/disability/DISABPOL.FIN.html>.

b. USAID therefore requires that the recipient not discriminate against people with disabilities in the implementation of USAID funded programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing the program under this grant or cooperative agreement. To that end and to the extent it can accomplish this goal within the scope of the program objectives, the recipient should demonstrate a comprehensive and consistent approach for including men, women and children with disabilities.

END ATTACHMENT C

Attachment D – Branding and Marking Plan

Management Sciences for Health, Inc.
Systems for Improved Access to Pharmaceuticals and Services
(SIAPS) Program
Co-Branding Strategy and Marking Plan

Submitted:

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1.1 Purpose & Scope

The purpose of this policy is to assure, to the maximum practical extent, that Management Sciences for Health, Inc. (MSH) complies with the branding requirements imposed by the US Agency for International Development (USAID) through an amendment to 22CFR226, effective January 2, 2006 (specifically, 22CFR226.91). This policy governs the proposed co-branding of the USAID funded Systems for Improved Access to Pharmaceuticals and Services (SIAPS) Program (RFA Solicitation No.: USAID M/OAA/GH/HSR-07-082), including the naming of the program and the design and use of program-specific stationery, the “Branding Strategies” and “Marking Plans,” the preparation/submission of exemption requests, and the responsibility for compliance with USAID-approved strategies and plans during program implementation. This policy applies only to the SIAPS Program.

1.2 Definitions

Activity means a set of actions by the SIAPS Program through which inputs -- such as commodities, technical assistance, training, or resource transfers -- are mobilized to produce specific outputs, such as training seminars given, commodities donated, reports disseminated, programs implemented, or policies changed. Activities are undertaken to achieve objectives that have been formally approved by USAID.

Branding Strategy means a strategy document prepared by SIAPS describing how the program, project, or activity is named and positioned (see section 2.2 A.), and how it is promoted and communicated to beneficiaries and cooperating country citizens. It identifies all contributors and explains how they will be acknowledged.

Co-Branding means the identification of a project, activity, or other output of a program as a joint effort of SIAPS, USAID and other potential contributors.

Commodities mean any material, article, pharmaceuticals, supply, goods or equipment, *excluding* MSH offices, vehicles, and non-deliverable items for MSH’s internal use in administration of the SIAPS program.

Corporate Communications are documents and messages intended for distribution to audiences external to MSH that pertain to MSH’s corporate business as distinguished from SIAPS business. They include, but are not limited to, correspondence, publications, studies, reports, audio visual productions, and other informational products; applications, forms, press and promotional materials used in connection with MSH corporate business (non-SIAPS-specific), including signage and plaques; and non-SIAPS-specific Web sites/Internet activities. *(See Appendix B for commentary on differentiating between corporate communications and project communications.)*

Deliverables means SIAPS outputs (such as events, commodities, publications, training materials, informational materials, radio or television programming, etc.) that are delivered to or otherwise directly benefit the program’s intended beneficiaries. *Vehicles, offices, and other administrative items used by MSH to conduct its business are not “deliverables.”*

Marking Plan means a plan document prepared by SIAPS detailing the public communications, commodities, program materials and other items that will visibly bear the USAID Identity. Presumptive Exceptions to marking requirements (if any) are clearly identified and justified in the Marking Plan.

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

Projects are direct cost objectives identified by MSH. They include all the costs technically required to produce a desired result (project outcome). Corporate costs applied to projects indirectly are not “project” costs under this definition and for the purposes of this policy.

Public communications are documents and messages intended for distribution to audiences external to MSH that relate specifically (directly) to SIAPS. They include, but are not limited to, correspondence, publications, studies, reports, audio visual productions, and other informational products; applications, forms, press and promotional materials used in connection with SIAPS, including signage and plaques; Web sites/Internet activities; and events such as training courses, conferences, seminars, press conferences and the like.

Subrecipient means any person or government (including cooperating country government) department, agency, establishment, or for profit or nonprofit organization that receives a subaward (subgrant or procurement of services) under SIAPS.

Technical Assistance means the provision of funds, goods, services or other foreign assistance to developing countries in direct support of a development objective.

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

USAID Partner Co-Branding Guide is a USAID-produced publication that is provided free of charge to recipients of USAID-funded grants or cooperative agreements or other assistance awards or subawards, that details recommended marking practices and provides examples of USAID-funded programs, projects, activities, public communications, and commodities marked with the USAID Identity. (Note: not yet published as of March 20, 2007)

1.3 Applicable Regulations

The regulations governing SIAPS in the application of this policy are 22CFR226 (as amended effective January 2, 2006), the USAID Branding and Marking ADS Chapter (<http://www.usaid.gov/policy/ads/300/320.pdf?060411>) and USAID/OAA AAPD 05-11 (available at <http://www.usaid.gov/policy/ads/300/303.pdf>). Background on the revisions to 22CFR226 is found at the Final Rule, as published in the Federal Register, Vol. 70, No. 165, Friday, August 26, 2005, page 50183. Additional pertinent information on websites is contained in USAID’s Functional Series 500 Interim Update 05-13 found on the Web at <http://www.usaid.gov/policy/ads/500/updates/iu5-0513.pdf>.

1.4 Responsibility

1.4.1 MSH's Responsibility for Communications, Information, and Private Sector Programs (CI&PSP)

MSH is responsible for approving all stationery and website designs used by MSH's Center for Pharmaceutical Management's (CPM) projects/activities. SIAPS must use specific co-branded designs, unless an exception is included in the USAID-approved Marking Plan. MSH establishes graphics standards for stationery and website designs and assists program implementers to assure that their designs are fully compliant with this policy and 22CFR226.91. MSH may delegate this responsibility to staff in writing. [See also part 3.1.5 of this Co-Branding Strategy and Marking Plan for additional requirements relating to websites.]

1.4.2 MSH's Responsibility for Reviewing and Approving Draft SIAPS Co-Branding Strategies and Marking Plans

The MSH is responsible for reviewing and approving draft SIAPS Co-Branding Strategies and Marking Plan and subsequent waiver requests prior to submission to the USAID Agreement Officer. No such strategies, plans, or requests may be submitted without the express approval of the MSH (or designee). The MSH may delegate this responsibility to staff in writing.

1.4.3 SIAPS's Responsibility for Ensuring Compliance

SIAPS is responsible for assuring that program staff implementing SIAPS activities do so in full compliance with this policy, the graphics standards established by MSH, and the approved Branding Strategy and Marking Plan. MSH advises program implementers in the development of draft strategies/plans and approves such drafts prior to submission to the USAID Agreement Officer for final approval. MSH may delegate this responsibility to staff in writing.

1.4.4 SIAPS Country Project Directors

The Country Project Directors of each SIAPS country program is responsible for compliance with the approved Co-Branding Strategy and Marking Plan for all SIAPS activities being implemented within his or her purview.

2.1 SIAPS Co-Branding

A. Program Deliverables

All technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities and other promotional, informational, media, or communications products, events, and commodities provided/produced for delivery to beneficiaries under SIAPS shall be co-branded in accordance with the Co-Branding Strategy and Marking Plan approved by the USAID Agreement Officer for SIAPS as identified below.

B. Corporate Communications

Corporate Communications, as defined herein, are *not* subject to the co-branding requirements described in this policy. MSH's understanding of the applicability of 22CFR226.91 is fully stated in Appendix B hereto.

2.2 SIAPS Branding Strategy

SIAPS Program staff will follow this Co-Branding Strategy for all proposed SIAPS activities.

A. Positioning

(1) What is the intended name of this program?

Systems for Improved Access to Pharmaceuticals and Services (SIAPS) Program

(2) Will a program logo be developed and used consistently to identify this program?

Yes a program logo will be used to consistently identify the SIAPS Program. The logo will be developed within 15 days post award and sent to USAID for approval.

B. Program Communications and Publicity

(1) Who are the primary and secondary audiences for this project or program?

Primary: USAID (both USAID/Washington and in-country missions), Ministries of Health (MoHs), Local health workers/pharmacists and other stakeholders, private sector businesses

Secondary: Collaborating agencies (CAs) and other public international organizations

(2) What communications or program materials will be used to explain or market the program to beneficiaries?

- Training materials
- Technical reports and manuals
- Posters
- Flyers and brochures
- Websites
- Electronic media such as CD-ROMs, videos, DVDs, Social Media
- Public service announcements (e.g. TV, radio, etc.)
- Press releases on pertinent topics
- Op-ed pieces on pertinent topics
- Presentations at conference and technical seminars
- E-newsletter
- Brown bags presentations
- Peer-reviewed scholarly publications

(3) What is the main program message(s)?

Assuring the availability of quality pharmaceutical products and effective pharmaceutical services through five building blocks which include governance, human resources, information, financing, and service delivery that will result in positive health outcomes and sustainable health systems.

(4) Will SIAPS announce and promote publicly this program to host country citizens?

When appropriate and in coordination with USAID missions, SIAPS will promote the program and its activities to the host country's citizens.

If yes, what press and promotional activities are planned?

Where appropriate, in-country media will be invited to write about the work that SIAPS is doing.

Where appropriate, interviews with technical staff from the host country will be welcomed.

Where appropriate, posters, press releases, brochures and flyers will be used to promote a SIAPS initiative to the host country's citizens.

For all of these promotional activities, SIAPS will be clearly identified as a program made possible by the generous support of the American people and will clearly be marked with the USAID identity.

(5) Additional ideas about how to increase awareness that the American people support this project or program.

MSH understands that one of USAID's goals is to ensure that both beneficiaries and host-country citizens know that the aid the Agency is providing is "from the American people." To increase awareness, this Co-Branding Strategy and Marking Plan will be made available to all SIAPS staff worldwide to ensure that the promotional activities described in section (2) above and the SIAPS Co-Branding Strategy and Marking Plan are implemented at all levels of the program.

C. Acknowledgements

(1) Will there be any direct involvement from a host-country government ministry?

Yes.

(2) Will the recipient acknowledge the ministry as an additional co-sponsor?

Yes, when appropriate.

(3) Indicate if there are any other groups whose logo or identity the recipient will use on program materials and related communications.

2.3 Marking Plan

A. A description of the public communications, commodities, and program materials that will be produced as a part of the SIAPS cooperative agreement and that will visibly bear the USAID Identity include:

- (1) SIAPS Program, project, or activity sites.
- (2) SIAPS technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet information and other promotional, informational, media, or communications products funded by USAID. Examples include the following:

Studies, Reports, Papers:

As part of planned technical assistance in SIAPS, the program will produce a large variety of technical studies, reports and papers to communicate and document results. The titles and types of documents are dependent on the technical assistance requested, and therefore sample titles cannot be provided at this time.

Publications:

- a. The...ining materials
- b. Posters and oral presentations at conferences including th
A...
K...
...
Univ...
c. Peer-reviewed Publications
- d. Updates to widely-requested publications produced and other predecessor programs

Audio-visual productions (including TV and/or radio programming):

- a. DVD on selected topics/activities

Websites/Internet activities:

- a. ...
- b. ...terials
- c. ...
- d. ...
- e. ...
- f. ...

g.

h.

Other promotional/informational communications:

- a. Flyers/Brochures
- b. Press releases on pertinent topics
- c. Op-ed pieces on pertinent topics
- d. Technical briefs

(3) SIAPS Events:

- a. Regional and Country-specific training workshops
- b. Technical meetings and/or seminars
- c. Brown bags
- d. International conference presentations (i.e. GHC, APHA)

(4) Commodities financed by USAID:

None.

- B. SIAPS will brand all deliverables mentioned in section 2.3.A above, except when a deliverable fits one of the seven exemptions outlined in USAID’s Marking requirements document (See Appendix D).

Deliverable	How it will be branded
	USAID logo co-branded with the SIAPS logo
	USAID logo co-branded with the SIAPS logo
	USAID logo co-branded with the SIAPS logo
s	USAID logo co-branded with the SIAPS logo
	USAID logo co-branded with the SIAPS logo
	USAID logo co-branded with the SIAPS logo
	USAID logo co-branded with the SIAPS logo
	USAID logo co-branded with the SIAPS logo
	USAID logo co-branded with the SIAPS logo
	USAID logo co-branded with the SIAPS logo
	USAID logo co-branded with the SIAPS logo

- C. SIAPS will mark all of its products for external distribution unless branding it meets one of the exemptions outlined in USAID’s Marking requirements document (See Appendix C).

No products are currently identified that will meet this criteria and would not be marked with the USAID identity. In the event that a product will not be marked with the USAID Identity, SIAPS will submit a rationale for not marking this program deliverable for approval separately.

2.4 Presumptive Exceptions

In the Standard Provision “Marking Plan – Assistance” (December 2005), USAID identifies seven categories of presumptive exceptions to their marking rule. (See Appendix C for the precise language, as extracted from the Standard Provision.) These are seven clearly recognizable conditions that USAID considers to be valid reasons not to co-brand a program output.

Currently no planned SIAPS program commodities, deliverables or products meet the presumptive exception criteria. In the event that new deliverables, commodities or products meet these requirements, SIAPS will submit a separate exception request for approval.

procure pharmaceuticals, MSH will request that USAID extends this approval to the SIAPS Program as well. Based on this assumption, SIAPS will not mark any ARVs and HIV/AIDS test kits with the USAID Identity as exempted in the attached waiver. Please see Appendix D for the approved waiver of Branding requirements for pharmaceuticals and medical products. If SIAPS is required to procure any other pharmaceuticals or Restricted Goods items, MSH will request either a blanket waiver or a specific item waiver to facilitate expeditious implementation of USAID's program needs.

3.1.4 Vehicles

SIAPS plans on procuring vehicles and expects vehicles currently in use under existing countries to be transferred to SIAPS for use after completion of the program. MSH received a waiver from the marking requirements for vehicles in accordance with 22 CFR 226.91 (j) because of security concerns. MSH requests that this waiver extend to SIAPS vehicles. Should any security concerns, safety issues, etc. arise in other SIAPS countries, SIAPS will request a waiver from USAID. Marking may be suspended while a waiver request is in process.

3.1.5 Websites

(a) MSH Corporate Websites

MSH corporate websites and individual pages thereof that are corporate communications (i.e. not SIAPS deliverables) shall not be marked with the USAID Identity.

(b) SIAPS Websites

SIAPS project website and individual pages thereof that are directly funded by SIAPS or provide SIAPS deliverables to beneficiaries shall be marked with the USAID Identity in accordance with this Policy.

(c) Posting of USG Official Documents

The SIAPS website that is available to the general public shall not present USAID (or other USG) official documents (publications, regulations, rules, policies, other documents, particularly those bearing the USAID Identity), except by specific, case-by-case exception.

References to URLs and active links to such documents may be provided, as an alternative to presenting the publication itself.

(d) Required Disclaimer and Notification When Using the USAID Identity on Websites

(1) Whenever the USAID Identity is used to mark a page on a website, that page, the index page of the site, and every major entry point to the website shall also include the following disclaimer language:

“The information provided on this web site is not official U.S. Government information and does not represent the views or positions of the U.S. Agency for International Development or the U.S. Government.”

(2) LPA/PIPOS must be notified of the URL in advance of the site's launch. Notification (URL) should be sent by e-mail to lpa.uploads@info.usaid.gov.

Appendix A. References

22CFR Part 226 (http://www.access.gpo.gov/nara/cfr/waisidx_02/22cfr226_02.html)

USAID ADS Chapter 303 (<http://www.usaid.gov/policy/ads/300/303.pdf>)

USAID Standard Provision “Marking Under USAID-Funded Assistance Instruments” (DEC 2005)
(http://www.usaid.gov/business/business_opportunities/cib/pdf/aapd05_11.pdf)

USAID’s Functional Series 500 Interim Update 05-13
(<http://www.usaid.gov/policy/ads/500/updates/iu5-0513.pdf>)

ADS Chapter 320 “Branding and Marking” May 2009
(<http://www.usaid.gov/policy/ads/300/320.pdf?060411>)

Appendix B. Differentiating Between Corporate and Program Communications

The USAID regulations provide no specific guidance for differentiating between corporate communications and project-specific communications. SIAPS recognizes that, particularly in the areas of press releases and website content, it can sometimes be difficult to determine if a particular communication is subject to the USAID co-branding regulation.

This commentary provides guidance to MSH and SIAPS personnel in distinguishing between *corporate communications* (which are *not* subject to co-branding) and *SIAPS communications* (which *are* subject to co-branding). It is organized as a series of questions.

Note that it is almost always appropriate to acknowledge USAID's support of SIAPS. This commentary is intended to help decide when it is necessary to consider *co-branding* a communication, as distinct from simple acknowledgment.

1. Is the intended audience of this communication restricted to participating country beneficiaries of the project? (i.e., would this communication be of little or no interest to a wider, Western audience? Examples: local press release announcing a seminar and calling for applications; Web page providing registration instructions for a seminar; any communication to beneficiaries specifically described in the Program Description for SIAPS.)

If **yes**: This is a SIAPS communication; you must provide for co-branding in your plan; use SIAPS stationery if this is correspondence.

If **no**: This is a corporate communication; you should not co-brand; you should use MSH stationery if this is correspondence.

If **not sure**: Proceed to question 2.

2. Is the intended audience of this communication all persons who are generally interested in development activities? (i.e., is the communication intended to generally inform a broad audience about MSH's development activities, whether or not it specifically describes SIAPS? Examples: a general press release announcing the completion of a successful seminar in Rwanda; a Web page describing a specific project or group of activities in general terms, usually in association with similar descriptions of other MSH activities.)

If **yes**: This is a corporate communication; you should not co-brand; you should use MSH stationery if this is correspondence.

If **no**: This *may be* a SIAPS communication; proceed to question 3.

If **not sure**: Proceed to question 3.

3. Is this communication clearly project-specific, but the intended audience is *not* the participating country beneficiaries of the project? (Examples: a waiver request directed to USAID personnel; a report transmitted to USAID personnel; an offer letter to a candidate for employment on SIAPS;

If **yes**: This is a corporate communication; you should not co-brand; you should use MSH stationery if this is correspondence.

If **no**: Ask Contracts Officer.

If **not sure**: Ask Contracts Officer.

Appendix C. Presumptive Exceptions

Extracted from 22CFR226.91

(h) Presumptive exceptions:

(1). The above marking requirements in §226.91 (a) – (e) may not apply if marking would:

(i) Compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials, such as election monitoring or ballots, and voter information literature; political party support or public policy advocacy or reform; independent media, such as television and radio broadcasts, newspaper articles and editorials; public service announcements or public opinion polls and surveys.

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

(iii) Undercut host-country government “ownership” of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications better positioned as “by” or “from” a cooperating country ministry or government official.

(iv) Impair the functionality of an item, such as sterilized equipment or spare parts.

(v) Incur substantial costs or be impractical, such as items too small or other otherwise unsuited for individual marking, such as food in bulk.

(vi) Offend local cultural or social norms, or be considered inappropriate on such items as condoms, toilets, bed pans, or similar commodities.

(vii) Conflict with international law.

(2) These exceptions are presumptive, not automatic and must be approved by the Agreement Officer. Apparent Successful Applicants may request approval of one or more of the presumptive exceptions, depending on the circumstances, in their Marking Plan. The Agreement Officer will review requests for presumptive exceptions for adequacy, along with the rest of the Marking Plan. When reviewing a request for approval of a presumptive exception, the Agreement Officer may review how program materials will be marked (if at all) if the USAID identity is removed. Exceptions approved will apply to subrecipients unless otherwise provided by USAID.

(d) Presumptive Exceptions.

(1) The Apparently Successful Applicant may request a Presumptive Exception as part of the overall Marking Plan submission. To request a Presumptive Exception, the Apparently Successful Applicant must identify which Presumptive Exception applies, and state why, in light of the Apparently Successful Applicant’s technical proposal and in the context of the program description or program statement in the USAID Request For Application or Annual Program Statement, marking requirements should not be required.

(2) Specific guidelines for addressing each Presumptive Exception are:

(i) For Presumptive Exception (i), identify the USAID Strategic Objective, Interim Result, or program goal furthered by an appearance of neutrality, or state why the program, project, activity, commodity, or communication is ‘intrinsically neutral.’ Identify, by category or deliverable item, examples of program materials funded under the award for which you are seeking exception 1.

(ii) For Presumptive Exception (ii), state what data, studies, or other deliverables will be produced under the USAID funded award, and explain why the data, studies, or deliverables must be seen as credible.

(iii) For Presumptive Exception (iii), identify the item or media product produced under the USAID funded award, and explain why each item or product, or category of item and product, is better positioned as an item or product produced by the cooperating country government.

(iv) For Presumptive Exception (iv), identify the item or commodity to be marked, or categories of items or commodities, and explain how marking would impair the item’s or commodity’s functionality.

(v) For Presumptive Exception (v), explain why marking would not be cost-beneficial or practical.

(vi) For Presumptive Exception (vi), identify the relevant cultural or social norm, and explain why marking would violate that norm or otherwise be inappropriate.

(vii) For Presumptive Exception (vii), identify the applicable international law violated by marking.

(3) The Agreement Officer will review the request for adequacy and reasonableness. In consultation with the Cognizant Technical Officer and other agency personnel as necessary, the Agreement Officer will approve or disapprove the requested Presumptive Exception. Approved exceptions will be made part of the approved Marking Plan, and will apply for the term of the award, unless provided otherwise.

Appendix D. USAID Action Memorandum Waiving Marking of Commodities

I -mail from: (redacted) confirming application of USAID Action Memorandum (below) to RPM Plus.

-----Original Message-----

From: (redacted)
Sent: Wednesday, February 08, 2006 7:36 AM
To: (redacted) /OP/OAA/GH); (redacted) (M/OP/OAA/GH); (redacted) /OP/OAA/GH)
Cc: (redacted) sa(M/OAA/GH); (redacted) ell(GH/HIV-AIDS); (redacted) (GH/SPBO/OPS); (redacted) GH/SPBO/OPS) (redacted) a R(GH/SPBO/OPS) (redacted) E.(GH/SPBO)
Subject: Blanket Waiver for Branding Requirement

Attached is a signed scan copy of an approved blanket wavier for waiving branding requirements. The awards listed below please inform them this has been approved and cc a copy of the letter to your respective Technical Office. If you need assistance or have questions, please let me know. Thanks.

- OK'd)
1. (redacted)
 2. (redacted)
 3. (redacted)

Division Chief, GH/SPBO/OPS
February 08, 2006



d.

ACTION MEMORANDUM

TO: AA/GH, Kent Hill
FROM: GH/OHA, Connie Carrino *CAC*
SUBJECT: Branding Requirements for Pharmaceuticals and
Medical Products

ISSUES FOR DECISION

To approve a blanket waiver to waive branding requirements for the manufacturing packaging of pharmaceuticals, test kits, and other medical products for Global Health programs.

ESSENTIAL FACTORS

A prime GH contractor (The John Snow, Inc./DELIVER project) has requested a waiver of the marking requirements of the manufacturing packaging for ARVs and test kits because the manufacturers have refused to comply with marking requirements for all product packaging that they produce, i.e. individual items/doses as well as the second-level packaging of multiple items/doses, even at an increased price.

The manufacturers cite a number of reasons

- The quantities ordered are not full batch sizes, and each batch must be labeled identically.
- The cost of labeling for both full and partial batches would almost double the cost of each kit, i.e. the supplier is unwilling to even entertain the idea because of the automated nature of their production line.
- Manual labeling would also be unacceptable on the test kit packs because crucial wording could be obliterated with all the attendant safety issues (this could be even more problematical if the packs were "labeled" in country).

- ARVs and test kits are being supplied under preferential pricing agreements that provided no profit and charging higher prices would defeat the purpose of their preferential pricing agreements which were designed to provide the ARVs and test kits to the largest number of people possible in third world countries.

This problem is not specific to this GH contractor or their specific manufacturers. As the HIV/AIDS and other GH programs begin to buy more pharmaceuticals and medical products we can expect similar objections and outright refusals from manufacturers. Rather than GH offices doing a series of separate waivers we are requesting a blanket waiver for all GH programs.

This waiver would cover branding of the individual and second-level bulk or batch packaging done by the manufacturers. It would cover pharmaceuticals, test kits, and other medical supplies. It does not apply to condoms. It does not apply to the marking of the export packaging or containers.

It is clearly impractical to mark individual dose packaging because it can obscure dosage and other essential information, and the regulations contemplate that marking not be required for individual packaging. With regard to the second-level bulk or batch packaging, the shipments are often shrink-wrapped in black plastic to deter theft. So most often the second-level cartons or boxes are seen only by warehouse personnel. Consequently, marking packages is not a particularly cost effective way of promoting USAID. More importantly, the pharmaceuticals and medical supplies are just one part of a USAID-sponsored activity. The new branding rules require implementing partners to provide a "Branding Strategy," indicating how they propose naming and promoting USAID programs and a "Marking Plan," detailing program materials that will showcase the USAID identity. The "Branding Strategy" and "Marking Plans" will take into account that the manufacturers will not be marking and provide for more effective and less costly alternatives to showcase USAID sponsorship, including marking shipping crates at warehouses or other places in-country where practicable. As a result, not having the manufacturers mark the individual and bulk packaging will have minimal impact on the overall effort to promote USAID sponsorship.

AUTHORITY

Under the current ADS 320, if compliance with the marking requirement is considered impractical with respect to commodities not covered in 320.3.5, the cognizant Assistant Administrator or designee may, after consultation with M/OP/TC, grant a waiver in accordance with ADS 320.3.6a. Under the new branding provisions for grants and cooperative agreements, branding requirements can be waived if marking would have an adverse impact in the cooperating country. The facts in this case meet both of these standards.

CONSULTATIONS

The Bureau for Global Health has consulted with The Office of Acquisition and Assistance, Renata Cameron, concerning the text of this waiver and she has no objections to this waiver.

RECOMMENDATIONS

We recommend that you approve this waiver to waive branding requirements for the manufacturing packaging of pharmaceuticals, test kits, and other medical products for GH programs for the various reasons stated above.

Approve *Allen D. Kutz*

Disapprove _____

Date 1/19/06

Clearance Page for Action Memorandum

Clearances:

M/OAA/T : RCameron	____ (draft) _____	Date :	12/13/05
GH/SDAA: GSteele	_____	Date:	_____
GH/OHA: CHawkins	____ (draft) _____	Date:	12/16/05
GH/HIDN: BEmrey	____ (draft) _____	Date:	12/16/05
GH/PRH: MRilling	____ (draft) _____	Date:	12/16/05
GC/GH: SPascocello	____ (draft) _____	Date:	12/16/05
GH/SPBO: LWhite	____ (draft) _____	Date:	1/6/06
GH/SPBO/PRH: CBennett	<i>C. Bennett</i> _____	Date:	<i>1/13/06</i>
GH/PRH: MNeuse	____ (draft) _____	Date:	<i>1/10/06</i>
GH/DAA: MMiller	<i>[Signature]</i> _____	Date:	<i>1/19</i>

cc: Richard Greene, GH/HIDN
Jaynell Smith, GH/OHA
Janet Ice, GH/HIDN

- b. All construction sites and other locations receiving USAID financing must display signs suitably marked and indicating participation by the United States of America.

Under other types of assistance, the following requirements are applicable:

- a. All USAID-financed equipment and materials and their shipping containers must be suitably marked.
- b. All construction sites and other locations receiving USAID financing must display signs suitably marked and indicating participation by the United States of America. These signs should be erected at an early date in the construction or implementation phase and be replaced by permanent signs, plates or plaques, suitably marked, at the end of this phase.

320.3.4 Marking - Public Law (P.L.) 480 Title II
Effective Date: 08/12/1992

Under P.L. 480 - Title II programs, the following requirements apply:

- a. The containers of commodities furnished under P.L. 480 - Title II programs are to be marked in accordance with the procedures set forth in Food For Peace and AID Reg. 11 (or 22 CFR 211), Section VI.
- b. When possible and appropriate, commodities that have been borrowed from non-U.S. sources for emergency requirements under Title II are to be identified as having been made available by the people of the United States of America. (See Mandatory Reference, P.L. 480)

320.3.5 General Exception to Marking Requirement
Effective Date: 08/12/1992

Suitable marking is not required for raw materials shipped in bulk (including, grain, coal, petroleum, oil, and lubricants), vegetable fibers packaged in bales, semi-finished products which are not packaged in any way, items too small or otherwise unsuited for individual marking, and spare parts. Where relevant, the requirement for marking export containers is applicable.

320.3.6 Marking Requirement Waivers
Effective Date: 08/12/1992

The marking requirement shall only be waived under the following circumstances:

a. If compliance with the marking requirement is considered impractical with respect to commodities not covered in **320.3.5**, the cognizant Assistant Administrator or designee may, after consultation with M/OP/TC, grant a waiver.

b. The USAID principal officer in an overseas post may waive the marking requirement on a finding that appearance of emblems on commodities or signs at sites would produce adverse reactions in the host country. The USAID principal officer in an overseas post may also authorize the removal of emblems already affixed to commodities or signs already placed at sites, should conditions justifying such actions develop after receipt of the commodities or placement of signs.

320.3.7 Noncompliance
Effective Date: 08/12/1992

In those instances where the marking requirements have not been complied with, the Mission must initiate corrective action. Such action may involve informing the host country of the instances of noncompliance and requesting that it carry out its responsibilities as set forth in the applicable agreement. Major or repeated non-compliance with the marking requirements by a supplier must be referred to M/OP/TC, with details, for consideration of appropriate remedial actions. (See AID Form 1450-1, Report of Violation)

320.4 MANDATORY REFERENCES
Effective Date: 08/12/1992

320.4.1 External Mandatory References
Effective Date: 08/12/1992

- a. 22 CFR 201, Section 201.31(d), Rules and Procedures Applicable to Commodity Transactions Financed by AID (Authority for ADS 320)
- b. 22 CFR 211, Transfer of Food Commodities for Food Use in Disaster Relief, Economic Development, and Other Assistance
- c. Foreign Assistance Act, as amended, Section 641 (Authority for ADS 320)
- d. Public Law 480, Section 202 (Authority for ADS 320)

320.4.2 Internal Mandatory References
Effective Date: 08/12/1992

- a. USAID Emblem

320.5 ADDITIONAL HELP
Effective Date: 08/12/1992

END ATTACHMENT D

Attachment E – Environmental Capability Statement

Management Sciences for Health has an approach to achieving environmental compliance and management, in order to carry out the Programmatic Initial Environmental Examination (PIEE) for the SIAPS program (see RFA Annex D). As pointed out in the PIEE, there are likely activities some SIAPS activities that have the potential to cause the procurement, storage, management and disposal of public health commodities, as well as the potential to generate -- either directly or indirectly -- hazardous and highly hazardous medical waste and the need for its disposal. (Examples of such can be found in the SIAPS PIEE.)

Documentation. Upon award, MSH will work in close collaboration with USAID to mitigate the impact and elaborate its Environmental Monitoring and Management Plan (EMMP), to be updated and revised throughout the life of award, as detailed and reported in the annual Environmental Status Report (ESR). It will be developed for the project overall and on a country by country basis as mission buy-in is generated. The EMMP will be prepared in accordance with USAID’s Environmental Compliance Procedures (see figure below) and all host country’s laws and regulations, and MSH will use USAID’s “Environmental Guidelines for Small Scale Activities in Africa” and WHO’s “Safe Management of Wastes from Health-care Facilities” for guidance. MSH will conduct country level PIEEs in collaboration with USAID’s environmental officer, bureau environmental officer and AOTR for all country level activities and will seek and secure USAID clearance before funding any such activities.

Staff Expertise and Past Performance in this Area. MSH has experience in environmental management in a number of countries and has designated HQ staff and chiefs of party in the field who are responsible for environmental compliance oversight. MSH has developed environmental mitigation and monitoring plans for projects such as for the [redacted] that address the issues around disposal of medical and sanitary waste in a post conflict setting. Under [redacted], MSH developed policies and standard operating procedures (SOPs) for “decontaminating the supply chain and disposing of expired, damaged, used or unusable pharmaceutical products it supplies.” Moreover, MSH under [redacted] has developed training materials and SOPs for infectious waste handlers and incinerator operators in countries such as [redacted]. MSH also has technical expertise in the management of environmental waste, as well as broad experience in infection control, which includes the handling and disposal of hazardous medical waste. [redacted]; for example, MSH developed the national infection control guidelines; and under the STOP Avian Influenza project, MSH produced training materials, conducted trainings, and developed guidelines on infection control and the disposal of hazardous waste in [redacted].

Environmental Risk Assessment and Mitigation Process. To ensure full compliance with USAID and host-country environmental regulations, we will follow the decision and documentation pathway outlined in 22 CFR 216. Working with the designated regional environmental officer, we will define an environmental review and assessment process for the range of activities we propose under a successful Mission Buy-In response; when a full environmental examination is indicated, we will follow guidance in USAID’s “Environmental Mitigation and Monitoring—Make a Plan, Test, Revise, Follow” to draft a risk management plan for USAID environmental officer approval.