



USAID
FROM THE AMERICAN PEOPLE

Joseph Carter
Director, International Division
Medical Care Development International
International Division
8401 Colesville Road, Suite 425
Silver Spring, MD 20910
Phone: (301) 562-1920
Fax: (301) 562-1921

September 28, 2007

Subject: Cooperative Agreement No.: GHS-A-00-07-00022-00
Malaria Diagnostics (MD) Activity.

Dear Mr. Carter:

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 Medical Care Development International (MCDI) (hereinafter referred to as the "Recipient"), the sum of \$19,992,934.00 to provide support for the MD Activity as more fully described in the Schedule of this award and in Attachment 2, entitled "Program Description."

This award 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 with the effective date of this award and ending September 27, 2012. USAID will not be liable for reimbursing the Recipient for any costs in excess of the obligated amount.

This award is made to the Recipient on condition that the funds will be administered in accordance with the terms and conditions as set forth in Attachment 1 (the Schedule), Attachment 2 (the Program Description), and Attachment 3 (the Standard Provisions), all of which have been agreed to by your organization.

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

Sincerely,

Anne Quinlan
Agreement Officer

Attachments:

- A. Schedule
- B. Program Description
- C. Standard Provisions
- D. Approved Branding Strategy and Marking Plans

ACKNOWLEDGED:

BY: _____

TITLE: _____

DATE: _____

Cooperative Agreement No.: GHS-A-00-07-00022-00

Table of Contents

Page

SCHEDULE 6

- A.1 PURPOSE OF AGREEMENT 6
- A.2 PERIOD OF AGREEMENT 6
- A.3 AMOUNT OF AWARD AND PAYMENT 6
- A.4 BUDGET 6
- A.5 REPORTING AND EVALUATION 7
- A.6 INDIRECT COST RATE 9
- A.7 TITLE TO PROPERTY 10
- A.8 AUTHORIZED GEOGRAPHIC CODE 10
- A.9 COST SHARING 10
- A.10 PROGRAM INCOME 10
- A.11 SUBSTANTIAL INVOLVEMENT UNDERSTANDING 10
- A.12 SPECIAL PROVISIONS 11
 - A.12.1 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002) 11
 - A.12.2 COUNTRY BY COUNTRY REPORTING 11
 - A.12.3 FOREIGN GVT DELEGATIONS TO INTERNATIONAL CONFERENCES .. 11
 - A.12.4 KEY PERSONNEL 11

PROGRAM DESCRIPTION 12

STANDARD PROVISIONS FOR U.S., NONGOVERNMENTAL RECIPIENTS 13

- C.1 APPLICABILITY OF 22 CFR PART 226 (May 2005) 13
- C.2 INELIGIBLE COUNTRIES (MAY 1986) 13
- C.3 NONDISCRIMINATION (MAY 1986) 13
- C.4 INVESTMENT PROMOTION (JANUARY 1994) 13
- C.5 NONLIABILITY (NOVEMBER 1985) 14
- C.6 AMENDMENT (NOVEMBER 1985) 14
- C.7 NOTICES (NOVEMBER 1985) 14
- C.8 SUBAGREEMENTS (JUNE 1999) 14
- C.9 OMB APPROVAL UNDER THE PAPERWORK REDUCTION ACT
(APRIL 1998) 14
- C.10 USAID ELIGIBILITY RULES FOR GOODS AND SERVICES
(APRIL 1998) 15
- C.11 CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY
(NOVEMBER 1985) 18
- C.12 USE OF POUCH FACILITIES (AUGUST 1992) 18
- C.13 NEGOTIATED INDIRECT COST RATES - PROVISIONAL (NONPROFIT)
(APRIL 1998) 19
- C.14 TITLE TO AND CARE OF PROPERTY (COOPERATING COUNTRY TITLE)
(NOVEMBER 1985) 20
- C.15 COMMUNICATIONS PRODUCTS (OCT 1994) 24
- C.16 COST SHARING (MATCHING) (JAN 2002) 24
- C.17 REPORTING OF FOREIGN TAXES 25
- C.18 DEBARMENT, SUSPENSION & OTHER RESPONSIBILITY MATTERS 25
- C.19 DRUG-FREE WORKPLACE (JAN 2004) 26
- C.20 EQUAL PROTECTION OF THE LAWS FOR FAITH-BASED AND
COMMUNITY ORGANIZATIONS (FEB 2004) 27
- C.21 REGULATIONS GOVERNING EMPLOYEES (AUG 1992) 27
- C.22 INTERNATIONAL AIR TRAVEL & TRANSPORTATION (JUN 1999) 28

C.23	COMMUNICATION PRODUCTS (OCT 1994)	31
C.24	MARKING UNDER USAID-FUNDED ASSISTANCE INSTRUMENTS (DEC 2005)	31
C.25	PUBLIC NOTICES (MAR 2004)	36
C.26	PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (JUN 1999)	36
C.27	USAID DISABILITY POLICY - ASSISTANCE (DEC 2004)	37
C.28	STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID ASSISTANCE AWARDS INVOLVING CONSTRUCTION (SEP 2004)	37

A. GENERAL

1. Total Estimated USAID Amount:	\$19,992,934.00
2. Total Obligated USAID Amount:	\$400,000.00
3. Cost-Sharing Amount (Non-Federal):	\$1,308,695.00
4. Total Program Amount:	\$21,301,629.00
5. Activity Title:	Malaria Diagnostics (MD) Activity
6. USAID Technical Office:	GH/HIDN
7. Tax I.D. Number:	01-6022787
8. DUNS No.:	07-173-3638
9. LOC Number:	HHS26A9

B. SPECIFIC

NMS Request No.: 12603/1986

Line Item No.:	1
BBFY:	2007
EBFY:	2008
Fund:	CD
OP Unit:	GH/HIDN
Strategic Objective:	A11
Distribution:	936-3100
Management:	A049
BGA:	997
SOC:	4100200
Amount:	\$400,000.00

C. PAYMENT OFFICE

Payment will be made by:
Office of Financial Management (OFM)
M/FM/CMP, RRB 7th Floor
Washington, DC 20523

SCHEDULE

A.1 PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide support for the Malaria Diagnostics Activity, as described in Attachment B, entitled Program Description.

A.2 PERIOD OF AGREEMENT

1. The effective date of this Agreement is September 28, 2007. The estimated completion date is September 27, 2012.

2. Funds obligated hereunder are estimated to be sufficient for program expenditures from September 28, 2007 to October 30, 2007.

A.3 AMOUNT OF AWARD AND PAYMENT

1. The total estimated amount of this Award for the period shown in A.2.1 above is \$19,992,934.00.

2. USAID hereby obligates the amount of \$400,000.00 for program expenditures during the period set forth in A.2.2 above and as shown in the Budget below. The Recipient will be given written notice by the Agreement Officer if additional funds will be added. USAID is not obligated to reimburse the recipient for the expenditure of amounts in excess of the total obligated amount.

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

4. Additional funds up to the total amount of the grant shown 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 BUDGET

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

Five (5) Year Budget Summary:

Salaries/Wages	\$1,517,320.00
Fringe Benefits	453,902.00
Travel and Transportation	158,038.00
Equipment	2,396,836.00
Supplies	898,784.00
Contractual Services	1,895,704.00
Training	1,337,750.00
Subcontractors	6,928,824.00
Other Costs	877,000.00
Subcontracts Handling Fee	103,932.00
Indirect Costs	3,424,844.00
Total USAID Costs:	\$19,992,934.00
Cost Share:	\$1,308,695.00
Total Program Amount:	\$21,301,629.00

A.5 REPORTING AND EVALUATION**1. Financial Reporting**

Financial Reports shall be in accordance with 22 CFR 226.52.

The Recipient shall submit an original and two copies quarterly. Financial Reports shall be in keeping with General Provision "Accounting, Audit, and Records". Original should be sent to USAID/M/FM/CMP/MP, Rm. 7.07-018, RRB; one copy to the CTO (USAID/GH/HIDN) of this Agreement; and the second copy to the Agreement Officer, USAID/M/OAA/GH/HIDN, Rm. 7.09-072 RRB, all at Washington, DC 20523.

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

2. Program Reporting

The Recipient will submit reports to the CTO as described below. The exact format for preparation of and timing for submission of all reports will be determined in collaboration with the CTO.

a. Annual Work Plan

Within 60 days of signing the cooperative agreement, the Recipient will be required to submit a work plan following the requirements below. The work plan for subsequent years will be due to the CTO 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, program objectives and intended results, a basis for budget estimates and the foundation for the monitoring and evaluation plan for the activities under this agreement. The work plan, at a minimum, should include:

- Brief situation analysis that details how the program contributes to improving diagnostic capacity for malaria among NMCPs in the context of what other donors and implementing partners and host-country governments are contributing;
- Life-of-program achieved upon results;
- Milestones towards achieving those results;
- Activities to be accomplished that year related specifically toward achievement of milestones;
- Level of effort required in terms of key staff and support staff time and financial resources;
- Partner involvement and contributions to achieving the results;
- Timeline.

Work plans should be organized to clearly link activities to the expected results, with delineation of core versus field-support funded activities. The work plan is negotiated with the CTO in consultation with program managers, Mission staff, and with direct input from the laboratory staff at the CDC Malaria Branch. The plan will outline key activities under core and field support funds for the year and any anticipated core-funded country-specific work. Work plan budgets should delineate an overall budget, budget per activity, and core versus field-support.

In addition, the work plan should include a knowledge management plan. This plan will be negotiated and approved as part of the work plan. The Recipient will be expected to produce and disseminate only those key publications that directly contribute to achieving results. In general, these will include articles published in peer reviewed journals and major theoretical and technical advances in the field as a result of the project, both as events and publications. Events based in the field will be given priority over U.S.-based events.

b. Semi-Annual Performance Monitoring Reports

Throughout the life of the cooperative agreement, the Recipient will be required to submit semi-annual technical reports to the CTO within 45 days following the end of the reporting period. Reports should briefly document actual accomplishments toward the program objectives, intended results, and milestones. The performance monitoring report at the end of the year should be a summation of the results and progress toward results made during that year and

should be directly linked to the annual workplan. This will include information on activities in all countries. The reports must include the following:

- Description of quantifiable output of the programs including accomplishments, lessons learned, and indicators;
- Description of the obstacles and their effect of meeting established goals, if appropriate, and remedies or actions undertaken or planned to address these obstacles;
- Analysis and explanation of costs including any overspending or high unit costs; and,
- Outline the next steps for the next reporting period.

Notification must be given in the case of problems, delays or adverse conditions which materially impair the ability to meet the reporting deadlines. These notifications must include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

c. Final Report

As USAID requires, 90 days after the completion date of this agreement, the Recipient shall submit a final report which includes: an executive summary of the Recipient's accomplishments in achieving results and conclusions about areas in need of future assistance; an overall description of the Recipient's activities and attainment of results by country, during the life of the Cooperative Agreement; and assessment of progress made toward accomplishing the Objective and Expected Results; significance of these activities; comments and recommendations; and a fiscal report that describes how the Recipient's funds were used. Reference 22 CFR 226.51.

The Recipient shall submit an original and one copy of the final report to the CTO and one copy to the USAID Development Experience Clearinghouse: E-mail (the preferred means of submission) is: docsubmit@dec.cdie.org. The mailing address via U.S. Postal Service is: Development Experience Clearinghouse, 8403 Colesville Road, Suite 210, Silver Spring, MD 20910.

3) Distribution of Reports:

- a. Reports required as described in this section will be sent to the CTO.
- b. Reports and intellectual products required above will also be submitted in electronic format and hard copy to PPC/CDIE/DI, Attn. ACQUISITIONS, 1300 Pennsylvania Ave., Washington, D.C. 20523.

A.6 INDIRECT COST RATES*

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:

<u>Type</u>	<u>From</u>	<u>To</u>	<u>Rate(%)</u>	<u>Locations</u>	<u>Applicable To</u>
Final	01/01/05	12/31/05	41.1	Internatl.	All Programs
Final	01/01/05	12/31/05	20.9	National	All Programs
Final	01/01/05	12/31/05	10.1	Off-Site	All Programs
Prov.	01/01/06	Until Amended	40.0	Internatl.	All Programs
Prov.	01/01/06	Until Amended	20.0	National	All Programs
Prov.	01/01/06	Until Amended	10.0	Off-Site	All Programs

* Base: Total direct costs excluding capital expenditures (buildings, individual items of equipment; alterations and renovations), sub-awards and follow-through funds.

A.7 TITLE TO PROPERTY

Property Title will be vested with the Cooperating Country.

A.8 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code is 000 for the procurement of commodities and 935 for services under this award.

A.9 COST SHARING

The Recipient agrees to expend an amount not less than 5% of the total activity costs.

A.10 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.11 SUBSTANTIAL INVOLVEMENT UNDERSTANDING

USAID will be substantially involved during the implementation of this cooperative agreement in the following ways:

- a) Approval of annual work plans, reports, operational research studies/protocols, and all modifications that describe the specific activities to be carried out under the Cooperative Agreement;
- b) Approval of specified key personnel;
- c) Approval of monitoring and evaluation plans; and

d) As appropriate, other monitoring as described in 22 CFR 226.

A.12 SPECIAL PROVISIONS

A.12.1 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.12.2 COUNTRY BY COUNTRY BREAKDOWN OF EXPENDITURES

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

A.12.3 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JAN 2002)

Funds in this [agreement, amendment] 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 by ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences" or as approved by the AO.

A.12.4 KEY PERSONNEL

Project Director: Dr. Luis Bonavente

Deputy Project Directors: Dr. Jane Carter (75% of her time); Dr. Roy Prescott (25% of his time).

ATTACHMENT B - PROGRAM DESCRIPTION

The Recipient's Application entitled "Improving Malaria Diagnostic Activity", submitted on March 30, 2007, as revised in its Best Revised Applications dated July 19, 2007 and September 4, 2007, is incorporated by reference in its entirety into this Cooperative Agreement and made an integral part of this award document. The **Branding Strategy and Marking Plans** submitted by MCDI on September 20, 2007 (and approved by USAID/GH/HIDN) are hereby incorporated as Attachments to this award and made an integral part of it.

STANDARD PROVISIONS FOR U.S., NONGOVERNMENTAL RECIPIENTS**C.1 APPLICABILITY OF 22 CFR PART 226 (May 2005)**

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

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

C.2 INELIGIBLE COUNTRIES (MAY 1986)

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

C.3 NONDISCRIMINATION (MAY 1986)

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

C.4 INVESTMENT PROMOTION (JANUARY 1994)

No funds or other support provided hereunder may be used in a project or activity reasonably likely to involve the relocation or expansion outside of the United States of an enterprise located in the United States if non-U.S. production in such relocation or expansion replaces some or all of the production of, and reduces the number of employees at, said enterprise in the United States. No funds or other support provided hereunder may be used in a project or activity the purpose of which is the establishment or development in a foreign country of any export processing zone or designated area where the labor, environmental, tax, tariff, and safety laws of the country would not apply, without the prior written approval of USAID. No funds or other support provided hereunder may be used in a project or activity which contributes to the violation of internationally recognized rights of workers in the recipient country, including those in any designated zone or area in that country.

C.5 NONLIABILITY (NOVEMBER 1985)

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

C.6 AMENDMENT (NOVEMBER 1985)

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

C.7 NOTICES (NOVEMBER 1985)

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

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

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

C.8 SUBAGREEMENTS (JUNE 1999)

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

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

Information collection requirements imposed by this grant are covered by OMB approval number 0412-0510; the current expiration date is 4/30/2005. Identification of the Standard Provision containing the requirement and an estimate of the public reporting burden (including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information) are set forth below.

Standard Provision

Burden Estimate

Air Travel and Transportation	1 (hour)
Ocean Shipment of Goods	.5
Patent Rights	.5
Publications	.5
Negotiated Indirect Cost Rates - (Predetermined and Provisional)	1
Voluntary Population Planning	.5
Protection of the Individual as a Research Subject	
22 CFR 226	Burden Estimate
-----	-----
22 CFR 226.40-.49 Procurement of Goods and Services	1
22 CFR 226.30 - .36 Property Standards	1.5

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

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

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

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

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

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

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

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

Prior approval will be deemed to have been met when:

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

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

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

Nationality for Commodities and Services Financed by the Agency for International Development, which is incorporated into this Award in its entirety.

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

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

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

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

(A) The procurement was of an emergency nature, which would not allow for the delay attendant to soliciting U.S. sources,

(B) The price differential for procurement from U.S. sources exceeded by 50% or more the delivered price from the non-U.S. source,

(C) Compelling local political considerations precluded consideration of U.S. sources,

(D) The goods or services were not available from U.S. sources, or

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

(2) When the total procurement element exceeds \$250,000 (unless funded by DFA), the following applies: Except as may be specifically approved or directed in advance by the Agreement Officer, all goods and services financed with U.S. dollars, which will be reimbursed under this award must meet the source, origin and nationality requirements

set forth in 22 CFR Part 228 for the authorized geographic code specified in the schedule of this award. If none is specified, the authorized source is Code 000, the United States.

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

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

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

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

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

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

C.12 USE OF POUCH FACILITIES (AUGUST 1992)

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

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

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

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

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

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

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

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

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

(c) Specific additional guidance on grantee use of pouch facilities in accordance with this standard provision is available from the Post Communication Center at the Embassy or USAID Mission.

C.13 NEGOTIATED INDIRECT COST RATES - PROVISIONAL (NONPROFIT)(APRIL 1998)

(a) Provisional indirect cost rates shall be established for each of the recipient's accounting periods during the term of this award. Pending establishment of revised provisional or final rates, allowable indirect costs shall be reimbursed at the rates, on the bases, and for the periods shown in the schedule of the award.

(b) Within the earlier of 30 days after receipt of the A-133 audit report or nine months after the end of the audit period, the recipient shall submit to the cognizant agency for audit the required OMB Circular A-133 audit report, proposed final indirect cost rates, and supporting cost data. If USAID is the cognizant agency or no cognizant agency has been designated, the recipient shall submit four copies of the audit report, along with the proposed final indirect cost rates and supporting cost data, to the Overhead, Special

Costs, and Closeout Branch, Office of Procurement, USAID, Washington, DC 20523-7802. The proposed rates shall be based on the recipient's actual cost experience during that fiscal year. Negotiations of final indirect cost rates shall begin soon after receipt of the recipient's proposal.

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

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

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

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

C.14 TITLE TO AND CARE OF PROPERTY (COOPERATING COUNTRY TITLE)(NOVEMBER 1985)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) recording of work accomplished under the program:

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

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

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

(d) Risk of Loss:

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

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

(ii) Which results from a failure on the part of the recipient, due to the willful misconduct or lack of good faith on the part of any of its directors, officers, or other representatives mentioned in (i) above:

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

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

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

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

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

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

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

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

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

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

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

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(4) The recipient shall make repairs and renovations of the damaged cooperating country property or take such other action as the Agreement Officer directs.

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

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

(f) Final Accounting and Disposition of Cooperating Country Property: Within 90 days after completion of this award, or at such other date as may be fixed by the Agreement Officer, the recipient shall submit to the Agreement Officer an inventory schedule covering all items of equipment, materials and supplies under the recipient's custody, title to which is in the cooperating country or public or private agency designated by the

cooperating country, which have not been consumed in the performance of this award. The recipient shall also indicate what disposition has been made of such property.

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

C.15 COMMUNICATIONS PRODUCTS (OCT 1994)

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

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

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

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

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

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

C.16 COST SHARING (MATCHING) (JAN 2002)

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

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

C.17 REPORTING OF FOREIGN TAXES (MARCH 2006)

- a. The recipient must annually submit a report by April 16 of the next year.
- b. Contents of Report. The report must contain:
 - (i) Contractor/recipient name.
 - (ii) Contact name with phone, fax and email.
 - (iii) Agreement number(s).
 - (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
 - (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
 - (vi) Any reimbursements received by the Recipient during the period in (iv) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (iv) received through March 31.
 - (vii) Reports are 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>.

C.18 DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (January 2004)

- a. The recipient agrees to notify the Agreement Officer immediately upon learning that it or any of its principals:
 - (1) Are presently excluded or disqualified from covered transactions by any Federal department or agency;
 - (2) Have been convicted within the preceding three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud

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

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

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

b. The recipient agrees that, unless authorized by the Agreement Officer, it will not knowingly enter into any subagreements or contracts under this grant with a person or entity that is included on the Excluded Parties List System

(<http://epls.arnet.gov>). The recipient further agrees to include the following provision in any subagreements or contracts entered into under this award:

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

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

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

C.19 DRUG-FREE WORKPLACE (January 2004)

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

b. The recipient agrees that it will establish an ongoing drug-free awareness program to inform employees about (i) The dangers of drug abuse in the workplace;

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

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

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

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

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

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

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

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

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

C.20 EQUAL PROTECTION OF THE LAWS FOR FAITH-BASED AND COMMUNITY ORGANIZATIONS (February 2004)

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

b. The Federal Government must implement Federal programs in accordance with the Establishment Clause and the Free Exercise Clause of the First Amendment to the Constitution. Therefore, if the recipient engages in inherently religious activities, such as worship, religious instruction, and proselytization, it must offer those services at a different time or location from any programs or services directly funded by this award, and participation by beneficiaries in any such inherently religious activities must be voluntary.

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

C.21 REGULATIONS GOVERNING EMPLOYEES (AUGUST 1992)

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

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

b. The sale of personal property or automobiles by recipient employees and their dependents in the foreign country to which they are assigned shall be subject to the same limitations and prohibitions which apply to direct-hire USAID personnel employed by the Mission, including the rules contained in 22 CFR Part 136,

except as this may conflict with host government regulations.

c. Other than work to be performed under this award for which an employee is assigned by the recipient, no employee of the recipient shall engage directly or indirectly, either in the individual's own name or in the name or through an agency of another person, in any business, profession, or occupation in the foreign countries to which the individual is assigned, nor shall the individual make loans or investments to or in any business, profession or occupation in the foreign countries to which the individual is assigned.

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

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

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

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

C. 22 INTERNATIONAL AIR TRAVEL AND TRANSPORTATION (JUNE 1999)

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

a. PRIOR BUDGET APPROVAL

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

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

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

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

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

b. NOTIFICATION

- (1) As long as prior budget approval has been met in accordance with paragraph (a) above, a separate Notification will not be necessary unless:
 - (i) the primary purpose of the trip is to work with USAID Mission personnel, or
 - (ii) the recipient expects significant administrative or substantive programmatic support from the Mission.

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

- (2) 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 traveling. 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 Recipient may exchange for tickets, or issue the tickets directly. Use of such U.S.-owned currencies will constitute a dollar charge to this cooperative agreement.

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 Recipient.

If the recipient does not have written established policies regarding travel costs, the standard for determining the reasonableness of reimbursement for overseas allowance will be the Standardized Regulations (Government Civilians, Foreign Areas), published by the U.S. Department of State, as from time to time amended. The most current

subsistence, post differentials, and other allowances may be obtained from the Agreement Officer.

g. SUBAWARDS.

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

C. 23 COMMUNICATIONS PRODUCTS (OCT 1994)

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

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

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

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

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

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

C.24 MARKING UNDER USAID-FUNDED ASSISTANCE INSTRUMENTS (December 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 sub-agreement.

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 30 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.

C.25 PUBLIC NOTICES (Mar 2004)

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

"The U.S. Agency for International Development administers the U.S. foreign assistance program providing economic and humanitarian assistance in more than 120 countries worldwide."

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

C.26 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (June 1999)

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

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

(2) Upon notice by USAID of a determination under section (1) and at USAID's option, the recipient agrees to immediately cancel, accelerate or recall the loan, including refund

in full of the outstanding balance. USAID reserves the right to have the loan refund returned to USAID.

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

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

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

C.27 USAID DISABILITY POLICY – ASSISTANCE (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://pdf.dec.org/pdf_docs/PDABQ631.pdf

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

C.28 STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID ASSISTANCE AWARDS INVOLVING CONSTRUCTION (September 2004)

a. One of the objectives of the USAID Disability Policy is to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities. As part of this policy USAID has established standards for any new or renovation construction project funded by USAID to allow access by people with disabilities (PWDs). The full text of the policy paper can be found at the following website:

http://pdf.dec.org/pdf_docs/PDABQ631.pdf

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

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

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

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

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

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

(2) Emergency construction (which may entail the provision of plastic sheeting or tents, minor repair and upgrading of existing structures, rebuilding of part of existing structures, or provision of temporary structures) intended to be temporary in nature. A portion of emergency construction assistance may be provided to people with disabilities as part of the process of identifying disaster- and crisis-affected people as "most vulnerable."

[END OF STANDARD PROVISIONS]



THE PRESIDENT'S
MALARIA INITIATIVE



IMAD Improving Malaria Diagnosis

USAID Cooperative Agreement No. _____
In Response To RFA # USAID-M-OAA-GH-07-503
Effective Dates: October 1, 2007 – September 2012
Project Funding: \$ 19 992 934

Marking Plan

Submitted to the USAID Agreement Specialist
by
Medical Care Development International

**Submitted:
September 20, 2007**

Medical Care Development International is pleased to offer this marking plan for the Improving Malaria Diagnosis (IMAD). We look forward to working with USAID to ensure that the support of the American people through USAID is acknowledged in our work. Our plan includes guidance from Acquisition and Assistance Policy Directive (AAPD) 05-11, quoted in blue type.

From AAPD 05-11 Attachment 3:

(1) All recipients must mark appropriately all overseas programs, projects, activities, public communications, and commodities partially or fully funded by a USAID gram 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.

MCDI looks forward to working with USAID to ensure that all aid from the American people through USAID is acknowledged as such throughout the duration of the project in accordance with AAPD 5-11. As part of this effort, all equipment and materials will be labeled to prominently display that IMAD is being funded by the American people through USAID.

Marked Quantities;

(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.

Not applicable, IMAD does not involve infrastructure construction. However, whenever a field office is opened even temporarily, it will display, on the interior of buildings, banners and signs that indicate the support of the American people through USAID.

Public Communications:

(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.

MCDI will mark all studies, reports, papers, publications, public service announcements, web sites 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.

All training workshops, conferences, seminars, and other events will carry signs, posters, and/or banners that will be marked with the USAID Identity. In addition, all printed materials for public distribution will be marked with the USAID Identity.

Program Materials:

(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,

MCDI will ensure that packaging containing commodities and equipment is marked 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.

MCDI will be pleased to work with USAID to ensure that USAID and the cooperating government's support are acknowledged appropriately.

(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.

MCDI will be pleased to work with USAID to ensure that USAID and MCDI are acknowledged appropriately. In all cases where USAID is the major donor, the USAID Identity will be larger.

(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.

In order to ensure compliance with AAPD 5-11, MCDI will provide USAID with the opportunity to review USAID-funded public communications and program materials before production and distribution.

(9) Subrecipients. To ensure that the marking requirements "flow down" to subrecipients of suhwards 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. "

MCDI will include in all subaward agreements the following language: *"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-', its 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."

MCDI will gladly comply with this request that any 'public communications' funded 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 MCDI and do not necessarily reflect the views of USAID of 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.

MCDI will provide the Cognizant Technical Officer (CTO) or other USAID personnel designated in the grant with two copies of all project and communications materials produced under the award. In addition, MCDI will submit one electronic or one hard copy of all final documents to USAID's Development Experience Clearinghouse.

Commodities:

In accordance with A APD 05-11, Attachment 3, Section (c)(2), the Marking 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.*

MCDI will mark specific deliverables with the USAID Identity. These will include, but will not be limited to the following:

1. Baseline Assessments
2. Semi-annual reports
3. Final Evaluation Report

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

MCDI will use the complete USAID Identity, including the "USG President's Malaria Initiative logo unless specifically directed by the CTO to use the USAID logo" and tagline "From the American People" to mark all deliverables listed in table 1.1 below. In addition and where applicable, MCDI will use the electronic version of the "USG President's Malaria Initiative logo unless specifically directed by the CTO to use the USAID logo" on letterheads, reports, training materials, handouts, etc. before printing and distribution. For events such as conferences, seminars and training workshops, and for project sites and offices, MCDI will use hanging banners and posters that include the USAID Identity displayed prominently for the life of project interventions.

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

Table 1.1 Deliverables that will be marked:

Deliverable	Type of Marking	Timetable for Marking	Location of Marking
Baseline Assessments	USAID Identity including tagline	Upon submission of reports	Upper-left corner of cover page
Semi-Annual Reports	USAID Identity including tagline	Upon submission of reports	Upper-left corner of cover page
Final Evaluation Report	USAID Identity including tagline	Upon submission of reports	Upper-left corner of cover page

In accordance with AAPD 05-11, Attachment 3, Section (c)(3), the recipient may request that program deliverables not be marked with the USAID Identity, by identifying the program deliverables and providing a rationale for not marking these program deliverables. Each requested exemption should be justified under one or more of the seven specific presumptive exemptions set out in that Section:

Table 2.1 Deliverables that will not be marked:

MCDI does not expect to leave any project deliverables unmarked. Hence, MCDI is not requesting any Presumptive Exceptions from USAID marking requirements at this time.



THE PRESIDENT'S
MALARIA INITIATIVE



IMAD Improving Malaria Diagnosis

USAID Cooperative Agreement No. _____
In Response To RFA # USAID-M-OAA-GH-07-503
Effective Dates: October 1, 2007 – September 2012
Project Funding: \$ 19 992 934

Branding Strategy

Submitted to the USAID Agreement Specialist
by
Medical Care Development International

**Submitted:
September 20, 2007**

Medical Care Development International (MCDI) is an Apparently Successful Applicant for a Cooperative Agreement with the United States Government, represented by the Agency for International Development (USAID), Global Health (GH), office of Health, Infectious Diseases and Nutrition (HIDN), to implement the Improving Malaria Diagnosis (IMAD) project on behalf of the USG President's Malaria Initiative. This branding strategy is being prepared in compliance with USAID's regulatory requirements set out in 22 C.F.R. 226.91.

Positioning:

The Improving Malaria Diagnosis (IMAD) project is a joint project of the United States Agency for International Development (USAID) and Medical Care Development International (MCDI) that will improve malaria diagnosis. It is a 5 year, \$ 19 992 934 project to be funded by USAID with funding from the USG President's Malaria Initiative.

What is the intended name of this program, project, or activity?

In light of the new branding and marking requirements set forth by USAID in 22 C.F.R. 226.91, beginning in October 2006, and in the interest of simplicity we intend to name the project: "IMAD" (acronym for "Improving Malaria Diagnosis"), with the implicit understanding that the program is MCDI implemented and USAID funded on behalf of the USG President's Malaria Initiative. The main activity will be to improve malaria diagnosis in both PMI and non-PMI countries.

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

The IMAD is contemplating the development of a program logo that will be used consistently, in conjunction with the USAID Identity marking, at all times, to identify the program. We aim to place, on all documentation, "USG President's Malaria Initiative logo unless specifically directed by the CTO to use the USAID logo" in the upper left-hand corner to ensure that all beneficiaries and stakeholders understand that this project receives funding from the American people.

MCDI will follow the Graphics Standards Manual and any updates to it for the life of the cooperative agreement. The MCDI and/or program logo will be in the upper right-hand corner, see Branding Strategy cover page.

Program Communications and Publicity:

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

The IMAD project area involves PMI priority and non-priority countries, most in sub-Saharan Africa. IMAD may include technical assistance to countries in the Amazon and Mekong basins. The primary audiences are the Ministry of Health workers in charge of laboratories and health care providers and training/ academic institutions.

The secondary audiences will include community-based organizations (CBOs), community health volunteers, men, women and children who benefit from improved malaria diagnostics,

What- communications or program materials will be used to explain or market the program to beneficiaries?

The IMAD will use the following marketing tools: training materials and guidelines, project reports, posters and other job aids, pamphlets and brochures, national/local conferences, seminars and workshops, newsletters, website, documentation printed on letterheads for official correspondence, and radio spots for promotion of adherence to diagnostic and treatment guidelines. In addition project activities would be disseminated presented in technical meetings

What is the main program message?

IMAD is a PMI-funded initiative helping to improve malaria diagnosis worldwide to diminish the burden of disease associated with malaria.

Please provide any additional ideas about how to increase awareness that the American people support this project or program.

To increase awareness that the American people are supporting this project, and for all project interventions: 1) Educational materials will convey the message that the American people support the program; 2) Project implementation guidelines will be standardized for dissemination to subcontractors and local partners to ensure adherence to marking guidelines; 3) Throughout the project, all communications tools and materials will bear the "USG President's Malaria Initiative logo unless specifically directed by the CTO to use the USAID logo".

Will the recipient announce and promote publicly this program or project to host country citizens? If yes, what press and promotional activities are planned?

The IMAD will announce this project through a press release in every country at the moment of launching the initiative in that country.

Acknowledgements:

Will there be any direct involvement from a host-country government ministry? If yes, please indicate which one or ones,

The main IMAD partners would be their 15 priority PMI Ministries countries. Secondary IMAD partners may include non-PMI countries. In all country where IMAD operates the National Malaria Control Program will be directly involved, that is normally part the Ministry of Health.

Please indicate if there are any other groups whose logo or identity the recipient will use on program materials and related communications.

IMAD may use existing training materials developed by consortium partners. In that case, IMAD consortium member logos and MCDIs will be included. The inclusion of subcontractors' logos will be determined on a case-by-case basis, as per their contribution to the development of that particular material.