



USAID
FROM THE AMERICAN PEOPLE

Ms. Alissa Karg
Lutheran World Relief
700 Light Street
Baltimore, MD 21230

Reference: Malaria Communities Program FY 2007

Subject: Cooperative Agreement No. GHN-A-00-07-00009-00

Dear Ms. Karg:

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 Lutheran World Relief, hereinafter referred to as the "Recipient", the sum of \$899,908.00 to provide support for a program in Tanzania as described in the Schedule of this award and in Attachment B, entitled "Faith in Action: Lutherans Partnering Against Malaria in Tanzania."

This Cooperative Agreement is effective and obligation is made as of the date of this letter and shall apply to expenditures made by the Recipient in furtherance of program objectives during the period beginning with the effective date September 30, 2007 and ending September 29, 2010. USAID will not be liable for reimbursing the Recipient for any costs in excess of the obligated amount.

This Cooperative Agreement is made to the Recipient Lutheran World Relief, on condition that the funds will be administered in accordance with the terms and conditions as set forth in Attachment A (the Schedule), Attachment B (the Program Description), Attachment C (Branding Strategy and Marking Plan), Attachment D (the Standard Provisions) and Attachment E (Initial Environmental Examination), 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 Cooperative Agreement, and return the original and all but one copy to the Agreement Officer.

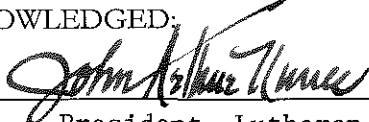
Sincerely,

Marjan Zanganeh
Agreement Officer
USAID

Attachments:

- A. Schedule
- B. Program Description
- C. Branding Strategy and Marking Plan
- D. Standard Provisions
- E. Initial Environmental Examination

ACKNOWLEDGED:

BY: 
TITLE: President, Lutheran World Relief
DATE: September 26, 2007

A. GENERAL

1. Appropriation:
2. Amount Obligated this Action: \$325,000.00
3. Total Estimated USAID Amount: \$899,908.00
4. Total Obligated USAID Amount: \$325,000.00
5. Cost-Sharing Amount (Non-Federal): \$325,023.00
6. Activity Title: "Faith in Action: Lutherans
Partnering Against Malaria in Tanzania"
7. USAID Technical Office: USAID/GH/HIDN/ID
8. Tax I.D. Number: 132574963
9. DUNS No.: 799035613
10. LOC NO: HHS-48A6P

B. SPECIFIC

Commitment Doc. Type PR
Commitment No. GH/HIDN-02234
Line Item 1
Budget Fiscal Year: 2007
EBFY 2008
Fund CD
Operating Unit: GH/HIDN
Strategic Objective: A11
Distribution 936-3100
Management A049
BGA 997
SOC 4100202
Amount \$325,000.00

TABLE OF CONTENTS

A.1 PURPOSE OF COOPERATIVE AGREEMENT	9
A.2 PERIOD OF COOPERATIVE AGREEMENT	9
A.3 AMOUNT OF COOPERATIVE AGREEMENT AND PAYMENT	9
A.4 COOPERATIVE AGREEMENT BUDGET	9
A.5 REPORTING AND EVALUATION	9
A.6 INDIRECT COST RATE	10
A.7 TITLE TO PROPERTY.....	11
A.8 AUTHORIZED GEOGRAPHIC CODE.....	11
A.9 COST SHARING	11
A.10 SUBSTANTIAL INVOLVEMENT.....	11
A.11 KEY PERSONNEL APPROVAL.....	9
A.12 PROGRAM INCOME.....	9
A.13 SPECIAL PROVISIONS.....	12
A.13.1 USAID DISABILITY POLICY (DEC 2004)	12
A.13.2 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002).....	12
A.13.3 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL.....	12
CONFERENCES (JAN 2002)	13
A.13.4 WORKPLAN APPROVAL PROCESS	13
A.13.5 ENVIRONMENTAL CONCERNS.....	13
ATTACHMENT B PROGRAM DESCRIPTION	13
ATTACHMENT C BRANDING STRATEGY & MARKING PLAN	37
ATTACHMENT D STANDARD PROVISIONS	42
1. <i>APPLICABILITY OF 22 CFR PART 226 (May 2005)</i>	43
2. <i>INELIGIBLE COUNTRIES (MAY 1986)</i>	43
3. <i>NONDISCRIMINATION (MAY 1986)</i>	43
4. <i>NONLIABILITY (NOVEMBER 1985)</i>	43
5. <i>AMENDMENT (NOVEMBER 1985)</i>	44

6.	<i>NOTICES (NOVEMBER 1985)</i>	44
7.	<i>NEGOTIATED INDIRECT COST RATES - PROVISIONAL (Nonprofit) (April 1998)</i>	44
8.	<i>SUBAGREEMENTS (June 1999)</i>	45
9.	<i>OMB APPROVAL UNDER THE PAPERWORK REDUCTION ACT (December 2003)</i>	45
10.	<i>USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (April 1998)</i>	46
11.	<i>DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (January 2004)</i>	49
12.	<i>DRUG-FREE WORKPLACE (January 2004)</i>	50
13.	<i>EQUAL PROTECTION OF THE LAWS FOR FAITH-BASED AND COMMUNITY ORGANIZATIONS (February 2004)</i>	51
14.	<i>IMPLEMENTATION OF E.O. 13224 -- EXECUTIVE ORDER ON TERRORIST FINANCING (March 2002)</i>	51
15.	<i>MARKING UNDER USAID-FUNDED ASSISTANCE INSTRUMENTS (December 2005)</i>	52
16.	<i>REGULATIONS GOVERNING EMPLOYEES (AUGUST 1992)</i>	56
17.	<i>CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY (NOVEMBER 1985)</i>	57
18.	<i>USE OF POUCH FACILITIES (AUGUST 1992)</i>	57
19.	<i>INTERNATIONAL AIR TRAVEL AND TRANSPORTATION (JUNE 1999)</i>	58
20.	<i>OCEAN SHIPMENT OF GOODS (JUNE 1999)</i>	60
21.	<i>LOCAL PROCUREMENT (April 1998)</i>	61
22.	<i>VOLUNTARY POPULATION PLANNING ACTIVITIES – MANDATORY REQUIREMENTS (MAY 2006)</i>	62
23.	<i>PUBLICATIONS AND MEDIA RELEASES (MARCH 2006)</i>	63
24.	<i>PARTICIPANT TRAINING (April 1998)</i>	64
25.	<i>TITLE TO AND CARE OF PROPERTY (COOPERATING COUNTRY TITLE) (NOVEMBER 1985)</i>	64
26.	<i>PUBLIC NOTICES (MARCH 2004)</i>	68
27.	<i>COST SHARING (MATCHING) (July 2002)</i>	69
28.	<i>REPORTING OF FOREIGN TAXES (March 2006)</i>	69
29.	<i>FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (January 2002)</i>	70
30.	<i>USAID DISABILITY POLICY - ASSISTANCE (DECEMBER 2004)</i>	71

31. *ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (JUNE 2005)*71

32. *CONDOMS (JUNE 2005)*.....71

33. *PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (JUNE 2005)*.....72

34. *PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (JUNE 1999)*.....72

ATTACHMENT E ENVIRONMENTAL COMPLIANCE DETERMINATION 74

ATTACHMENT A SCHEDULE

A.1 PURPOSE OF COOPERATIVE AGREEMENT

The purpose of this Cooperative Agreement is to provide support for the program described in Attachment B to this Cooperative Agreement entitled "Faith in Action: Lutherans Partnering Against Malaria in Tanzania."

A.2 PERIOD OF COOPERATIVE AGREEMENT

The effective date of this Cooperative Agreement is September 30, 2007. The estimated completion date of this Cooperative Agreement is September 29, 2010.

A.3 AMOUNT OF COOPERATIVE AGREEMENT AND PAYMENT

1. The total estimated amount of this Cooperative Agreement for the period shown in A.2 above is \$899,908.00.
2. USAID hereby obligates the amount of **\$325,000.00** for program expenditures. The Recipient will be given written notice by the Agreement Officer if additional funds will be added. USAID is not obligated to reimburse the Recipient for the expenditure of amounts in excess of the total obligated amount.
3. Payment will be made to the Recipient by Letter of Credit in accordance with procedures set forth in 22 CFR 226.

A.4 COOPERATIVE AGREEMENT 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.

Cost Element	Cost US \$
1. Total Direct Costs	\$782,937.00
2. Indirect Costs	\$116,971.00
3. Total	\$899,908.00
4. Total Cost Share (Non-Federal)	\$325,023.00

A.5 REPORTING AND EVALUATION

1. Financial Reporting

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

In accordance with 22 CFR 226.52, the SF 269 and SF 272 will be required on a quarterly basis. The recipient shall submit these forms in the following manner:

(1) The SF 272 and 272a must be submitted via electronic format to the U.S. Department of Health and Human Services (<http://www.dpm.psc.gov>). A copy of this form shall also be submitted at the same time to the Agreement Officer and the Cognizant Technical Officer.

(2) The SF 269 or 269a (as appropriate) shall be submitted to the Cognizant Technical officer with one copy to the Agreement Officer.

(3) In accordance with 22 CFR 226.70-72, the original and two copies of all final financial reports shall be submitted to M/FM, the Agreement Officer and the CTO. The electronic version of the final SF 272 or 272a shall be submitted to HHS in accordance with paragraph (1) above.

2. Program Reporting

The Recipient shall submit one original and two copies of an annual performance report to the Cognizant Technical Officer (CTO). The performance reports are required to be submitted annually. Guidelines for the performance reports will be provided by the CTO.

3. Final Report

The Recipient shall submit the original and one copy to M/FM, the Agreement Officer, and the CTO and one copy, in electronic (preferred) or paper form of final documents to one of the following: (a) Via E-mail: docsubmit@dec.cdie.org; (b) Via U.S. Postal Service: Development Experience Clearinghouse, 8403 Colesville Road, Suite 210 Silver Spring, MD 20910, USA; (c) Via Fax: (301) 588-7787; or (d) Online:

<http://www.dec.org/index.cfm?fuseaction=docSubmit.home>

Guidelines for the final reports will be provided by the CTO.

A.6 INDIRECT COST RATE

The Indirect Cost Rates approved in this agreement with the U.S. Department of State are as follows:

Description	Rate	Base	Type	Period
Provisional	14.94%	1/	1/	1/

1/Base of Application: Total direct costs excluding amounts for material aid expenditures, non-program cash transfers and international program management costs. Material aid costs

represent values for donated goods and insurance, such as all freight costs associated with Title II emergency commodities (ocean and internal transport storage and handling). Non-program cash transfers of unrestricted funds are provided for emergencies in the field sources where there is no LWR presence, and there are no program-specific restrictions placed on the use of the funds.

Type of Rate: Provisional

Period: 10/1/02 Until Amended

A.7 TITLE TO PROPERTY

Property Title will be vested with the Cooperative Country.

A.8 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of services under this Cooperative Agreement is 935. The authorized geographic code for procurement of commodities under this Cooperative Agreement is 000.

A.9 COST SHARING

The Recipient agrees to expend cost share as proposed in their cost application.

Please refer to Section A.4, Cooperative Agreement Budget for detailed cost share information.

A.10 SUBSTANTIAL INVOLVEMENT

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

- Approval of annual workplans and modifications that describe the specific activities to be carried out under the Agreement;
- Approval of specified key personnel;
- Approval of monitoring and evaluation plans, and USAID involvement in monitoring progress toward achieving expected results and outcomes;
- Concurrence with selection of sub-award recipients

A.11 KEY PERSONNEL APPROVAL

The following key personnel position is hereby approved:

- Project Director

A.12 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 is not anticipated under this project.

A.13 SPECIAL PROVISIONS

A.13.1 USAID DISABILITY POLICY (DEC 2004)

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

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

A.13.2 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)

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

A.13.3 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL

CONFERENCES (JAN 2002)

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

A.13.4 WORKPLAN APPROVAL PROCESS

A workplan template will be provided to the Recipient within fifteen (15) days after award of this Cooperative Agreement. Final workplans will be due to the CTO approximately sixty (60) days after award of this Cooperative Agreement.

A.13.5 ENVIRONMENTAL CONCERNS

During the life of the Agreement, the Recipient will follow the approved environmental mitigation measures described in the Initial Environmental Examination, attached as Attachment E.

-End of Schedule-

Attachment B PROGRAM DESCRIPTION

The Recipient's Program Description entitled "**Faith in Action: Lutherans Partnering Against Malaria in Tanzania**" and the Recipient's proposed Branding Strategy and Marking Plan (Attachment C) submitted in response to RFA M/OAA/GH/07-858, are attached hereto and are hereby made a part of this Award.

1. Executive Summary

Rural communities across Tanzania carry an enormous malaria burden, resulting in extensive loss of life and gainful livelihoods. Limited knowledge and cultural barriers create a low demand for ITNs and other malaria control measures. As a result of limited quality services at their local health care facilities, many community members - especially those most vulnerable - do not access appropriate malaria care. Finally, the few rural health care facilities existing in these areas have extremely low capacity to consistently provide essential medicines and services, and to connect to larger regional or national anti-malaria efforts. As a result, rural community members remain perpetually vulnerable to the disease.

Over a three year period, from October 2007 to September 2010, Lutheran World Relief (LWR) and its partner, the Evangelical Lutheran Church in Tanzania (ELCT), will leverage the reach and power of its faith-based network to: 1) mobilize communities to increase knowledge of and demand for malaria control measures among rural populations in 12 dioceses; 2) empower health care providers to improve the quality and scope of malaria control measures in thirty-one rural health care facilities; and 3) increase the capacity of those facilities to consistently and effectively provide essential medication and services through forging links with regional and national partners.

As a Faith-based Organization with over 40 years experience working with emergency relief and grassroots development efforts in Tanzania, LWR is uniquely positioned to connect marginalized communities with critical malaria prevention and treatment efforts. In addition, LWR's partnership with the United Nations Foundation to design a campaign to mobilize 8 million US Lutherans in a united effort to raise awareness, support and financial resources for malaria, will provide a distinct complement to the proposed approach. ELCT, with its broad church structure and an extensive health care network which provides 15% of Tanzania's medical care to rural populations of all faiths and orientations, is particularly well situated to implement these approaches.

The Community Mobilization approach will use ELCT's Diocesan congregational structure to sensitize community members on the use of ITNs, fever management and timely and effective ACT treatment. The Healthcare Empowerment approach will work through ELCT's targeted health care facilities to improve the quality and scope of service delivery by: promoting the use of IPTp_{1&2} as part of routine antenatal care; providing early and correct diagnosis and treatment with ACT; and linking malaria control to ELCT's existing HIV and AIDS projects. The Institutional Capacity Building approach will use the Mission for Essential Medical Supplies (MEMS) to improve communication linkages between the supply and demand stakeholders to increase the availability of essential drugs and supplies while promoting the rational use of ITNs, SP, and ACTs.

ELCT has the infrastructure to make national scale-up of this project possible, and while limited to 12 Dioceses (Northwestern, Mara, Konde, Central, Southern, Meru, North-Eastern, Norther, Iringa, Arusha, Pare and Dodoma) and 31 health facilities (located in Kyela, Iringa, Bunda, Iramba and Muleba Districts), LWR and ELCT are developing a model that could easily be replicated throughout the entire ELCT system.

The level of PMI funding requested for the project is \$US 258,864 for Year 1, \$US 321,405 for Year 2, and \$US 318,984 for year 3, for a total amount of \$US 899,253 to deliver the project to 1.6 million direct beneficiaries. The proposed cost share from LWR, both in-kind and in cash will be \$US 325,023.

2. Organizational Capability of Lutheran World Relief (LWR)

2.1 LWR's Purpose and Mission

Lutheran World Relief (LWR) is a non-governmental organization founded in 1945 to respond to the needs of communities devastated by World War II. Since then, it has evolved from a relief agency to an organization that works with partners worldwide to respond to emergencies, seek lasting solutions to rural poverty, and promote peace and justice for all.

Today, LWR works in 35 countries, with a mission to reduce poverty and injustice by helping communities increase and expand the resources they need to live productive, healthy and empowered lives. LWR's development programs contribute to socially, economically and environmentally sustainable rural communities through primary health care, improved livelihoods, access to potable water, increased food security and sound management of scarce natural resources and physical assets. LWR is also acknowledged as a leader in the field of gender equity for its work to involve and empower women in the development process. Within each country, LWR concentrates its programs in highly impoverished and marginalized rural areas. Each region is served by a regional office and country-based program managers with expertise in program design, monitoring, financial management and key technical areas.

Headquartered in Baltimore, Maryland, USA, LWR has an annual budget of approximately \$30 million funded primarily by the two major Lutheran churches in America, individuals and individual congregations, and US government and foundation grants.

LWR has extensive experience in effectively designing and managing relief and development initiatives in line with industry standards and rigorous donor requirements. Our recent track record includes State Department-funded emergency work in the Horn of Africa to support refugees in Kenya and Uganda and repatriation programs in the Sudan, innovative peace-building projects in Colombia supported by the Ford Foundation, pioneering efforts to help pastoralists survive famine conditions in Niger supported by the Bill and Melinda Gates Foundation, and sustainable agribusiness for women in Uganda supported

by the McKnight Foundation and the Foods Resource Bank. In management of our grants, LWR has demonstrated expertise in devising monitoring and evaluation schemes which illustrate impact and key lessons learned, as well as fiscal accountability. Since 2002, LWR has earned the prestigious Maryland Association of Nonprofit Organizations' Standards for Excellence certification. Please see *Attachment A* for a list of past performance references.

2.2 LWR's Malaria Focus

This proposal is part of a much broader and larger institutional commitment that LWR and the two major Lutheran Church bodies in the US are making in the global fight against malaria. LWR is actively engaged with and has received an initial planning grant from the United Nations Foundation (UNF) to explore and design a campaign that would mobilize all 8 million US Lutherans in a united effort to raise awareness, support and financial resources for malaria. In concert with UNF and the Global Fund to Fight AIDS, Tuberculosis and Malaria, LWR has begun designing a long term effort to engage the entire US Lutheran community in a sustained and common effort. To this end, UNF is providing technical and financial support for a series of feasibility studies in the US and in Africa, about how LWR could significantly and rapidly scale up its resources, skills and capacities, in concert with other UNF and international efforts.

This proposed project also builds on decades of strong partnerships between the Lutheran Church bodies in the US and ELCT at the national, Diocese, District and parish levels. Numerous exchanges, joint projects and visits link more than 20 direct companion relationships between ELCT and US Dioceses, covering 18 US States and all 20 ELCT national Dioceses. The proposed work with ELCT will provide real and tangible examples of how US Lutherans can become more involved in this broader, UNF funded campaign on malaria and will be woven directly into our planned outreach, fundraising and mobilization efforts planned under the UNF-funded initiative. The proposed work will also provide LWR with working models and experience to replicate in other countries, thereby strengthening LWR's capacity to quickly scale-up and expand malaria prevention and control activities. This proposal is therefore an important launch to the broader commitment LWR has made to malaria.

2.3 LWR's Approaches

LWR was among the first international NGOs to strategically shift from direct service provision to partnering with local organizations as the primary vehicle to address poverty in a just and sustainable manner. LWR pioneered a process called 'accompaniment,' which combines a philosophical commitment to the principles of mutuality, transparency, flexibility and responsiveness, and a structured approach to community assessment, risk management, program design and management, and learning. Our support for local partners ensures that appropriate assistance is provided at the community level and that the organization itself emerges stronger and more capable. By working in

partnership with organizations that are part of the existing social fabric, LWR is acknowledged and respected by communities as an effective and trusted advocate in their development process. Our efforts are designed to ensure equity of services and the full participation of all stakeholders.

LWR believes that in order for communities to be productive and sustainable, they need healthy foundations. If people cannot work due to illness, the community's asset base is eroded, increasing the obstacles to development. LWR works with communities to strengthen their capacities to provide basic community health promotion, mother-child health care, and to prevent infectious diseases, including malaria and HIV. LWR works with partners to increase HIV prevention efforts, provide social and economic assistance to people living with AIDS - with special help for orphans and vulnerable children - and support advocacy efforts for justice for those infected and affected by the disease. In 2004, LWR facilitated ELCT to train health care providers in all its health facilities throughout the 20 dioceses in appropriate use of antiretroviral therapy through collaborative funding with Interchurch Medical Assistance (IMA). ELCT health facilities consequently became part of the pioneer outlets in accessing ARVs to persons living with HIV/AIDS in Tanzania.

In Tanzania, LWR and its partners have long worked in conjunction with local and national government. In this pursuit, LWR has established linkages with government structures and systems through partner agencies at the village, ward, division, district and regional government level, who in turn provide invaluable monitoring support. Specifically, LWR has strong networking relationships with institutions such as the University College of Cooperative and Business Training, the Institute for Rural Development Planning, the Institute for Local Government Training, the Ministry of Agriculture and the Ministry of Health and Social Welfare (MOHSW).

Lutheran World Relief maintains collegial alliances with the Christian Social Services Commission (CSSC) and IMA/World Health and recognizes the local mandate of CSSC in the coordination of Faith-based Organizations' interventions both at the national and zonal levels. ELCT, the main sub-grantee in this proposal, is a founder member of CSSC and thus utilizes its framework and network capacity to lobby for essential services, including medical supplies through the Medical Supplies Department (MSD) of the MOHSW.

Similarly, LWR is a founder member of IMA, and both organizations liaise closely at their headquarters in Maryland and at their local offices in Tanzania where both have strong representatives. Both IMA/World Health and CSSC have considerable health experience in Tanzania through their roles in the ACCESS, AIDS/RELIEF and other projects. Through these relationships, LWR is able to mobilize both services and resources at different levels and thus enhance the benefits to the communities served. Considerable discussions have taken place with both CSSC and IMA in Tanzania and the US about the

areas and opportunities for continued collaboration on malaria-related work and LWR will strive to build on these institutional advantages to realize the proposed objectives.

2.4 LWR's Partner

LWR has worked in close partnership with ELCT for over 20 years, building a key relationship for our work in the region. With almost four million members, ELCT is the largest Lutheran Church in Africa and one of the world's fastest growing. Together, LWR and ELCT have implemented a wide range of projects, including initiatives on HIV/AIDS awareness and prevention, and women's empowerment, addressing sensitization and awareness-raising on female genital mutilation, as well as economic initiatives such as improving food security through income generation. For the Malaria Communities Program (MCP), LWR will work closely with ELCT to leverage both its extensive church network, which includes social services and education projects, and its extensive health care system, which provides 15% of Tanzania's rural medical care. ELCT's national infrastructure has been established for more than 50 years and now has more than 6,000 congregations spread throughout Tanzania. While the hospitals themselves report to their specific diocese, the ELCT national health office in Arusha serves a critical coordinating role in the extensive hospital system. Under the direction of the ELCT's Health Director, the Managed Health Care Program (MHCP) has successfully managed large medical programs, conducted critical research, and has an excellent accounting and management system in place to administer grants. Projects that link with this proposal include the HIV and AIDS care and support activities through the ACQUIRE Project and palliative care activities through the CHAT Project, both funded by USAID. Please see *Attachment B* for an organigram of ELCT's National Health Structure.

3. Situational Analysis

3.1 Relevant Health Status & Malaria Burden

Malaria is the single most significant disease affecting the health and welfare of Tanzania's population with 93% of the population currently considered at-risk for malaria, including about 25% who are at risk for epidemic malaria.¹ The current estimated infant mortality and under five year mortality rates are 68 and 112 per 1,000 live births respectively.² Maternal mortality is estimated at 578 deaths per 100,000 live births.³

The number of clinical malaria cases per year is estimated to be 17-20 million, resulting in approximately 100,000 deaths. Malaria is the leading cause of death among children, contributing to about 36% of all deaths of children under five years of age⁴. This group, along with

¹ 2004 - 2005 TDHS

² 2004-05 TDHS

³ Ibid

⁴ IHRDC-DSS, 2005

pregnant women and PLWA, is most vulnerable due to their particular immunity status.

Although Tanzania showed a significant decrease in infant and child mortality in the last five years, with the largest decline in the post-neonatal period, there are still areas of concern which are captured in the most recent Tanzania Demographic Health Survey (TDHS) 2004-2005, carried out before the PMI intervention.⁵ The first concern relates to the lack of use of ITNs by children under five and pregnant women. Another concern is the high percentage of pregnant women who do not receive two doses of Sulphadoxine Pyrimethamine (SP) as per GOT National guidelines.

The use of ITNs is a primary health intervention to reduce malaria transmission in Tanzania. Higher rates of ITN use are reported in urban households (47%) than rural households (15%) for both children and pregnant women, with more than half (56%) of the highest wealth quintile households having at least one ITN, compared with 6% of households in the lowest wealth quintile.⁶ There are also marked differences in net use by region, with the most ITN use in Dar es Salaam and the lowest in Iringa.

Pregnant women are more vulnerable to malaria, and because of their reduced natural immunity, are four times likely to suffer from complications than non-pregnant women.⁷ Malaria is a major contributor to low birth weight, infant mortality, maternal anemia, spontaneous abortion, and stillbirth. A primary health protective measure for pregnant women living in malaria-endemic countries is the use of Intermittent Preventive Treatment (IPT) with SP twice or more during the second and third trimester of pregnancy. There are significant differentials in the percentage of women who received two doses of IPTp by background characteristics including rural/urban, education level and wealth quintiles. Women in urban areas are more likely (29%) to receive IPTp than women in rural areas (20%). By mainland region, the percentages range from a low uptake in Rukwa (12%) to a high in Mtwara (39%).

3.2. Key Household and Care-seeking Behaviors

The gains in reducing infant, child and maternal mortality made during the last five years are not equal across all socio-economic systems and, as ELCT works particularly with the rural poor, its community members are among the most highly affected. In the regions targeted for interventions through five ELCT Hospitals, including Mbeya, Iringa, Mara, Singida and Kagera, every hospital recorded malaria as the most frequently diagnosed disease at both outpatient and inpatient departments.⁸ Despite this need in all ELCT communities, there is a low

⁵ PMI, Tanzania Malaria Operational Plan Year (MOP) 2007

⁶ 2004 – 2005 TDHS

⁷ Jamison et al., 1993

⁸ Iambi Hospital, 2006 Report; Matema Hospital, 2004 Report, Ilembula Hospital, 2003 Report, Ndolage Hospital, 2005 Report, Bunda Hospital, 2005 Report.

demand for proven malaria prevention methods, including ITNs and IPTp, lack of knowledge of fever-management and effective and timely treatment, all leading to the under-utilization of health facility services for malaria control. This is due to a number of socio-economic factors, including poverty, lack of education, women's empowerment, and cultural taboos, all which impact on positive health-seeking behaviors.

Households in ELCT's rural parishes generally have limited knowledge about malaria prevention methods, and certain social and cultural barriers reduce the uptake of ITNs. In the five regions targeted for interventions in ELCT's Hospitals, the highest percentage of children < 5 who slept under an ITN was in Kagera (13.1%), followed by Mara (11.0%), Singida (8.4%), Mbeya (6.9%), and Iringa (2.5%).⁹ Similarly, the percentage of pregnant women who slept under an ITN was Mara (16.1%), Kagera (12.6%), Singida (6.8%), Mbeya (5.5%), and Iringa (2.9%). There is an acute need for sensitization, including exploring the barriers to ITN use, to create awareness of pregnant women and caregivers of <5s of their right to access subsidized nets through the Tanzania National Voucher Scheme (TNVS), and to empower them to take positive action. Lack of education and social-cultural taboos combine with generalized poverty, further reducing the use of ITNs. Many rural households report having one non-treated mosquito net, with ownership as high as 36%, but only 14% of rural households reported owning at least one ITN.¹⁰ Additionally, in most rural households there are more members than can be protected under a single net. Without sufficient nets, a choice must be made about which members of the family will be protected and which will not. Promotion of the TNVS Equity Voucher is therefore critical for the poorest of the poor.

Level of education and wealth status are also factors in pregnant women seeking and receiving timely antenatal care from health professionals; 5.4 % of pregnant women with no education had no antenatal care compared with 0% for mothers with at least a secondary school education.¹¹ Pregnant women are advised to start attending antenatal clinics before the 16th week of gestation to receive IPTp_{1&2} during the second and third trimester of pregnancy, but the median first visit occurs only at 5.4 months of pregnancy.¹² In the rural populations served by ELCT, a major factor in the low uptake of malaria services is inadequate and unprofessional service, stock outs of essential drugs, long distances to the facilities, and long waiting periods. Data from household-level research revealed that IPTp₁ uptake was 69% while IPTp₂ uptake was only 35 %.¹³ Other facility-level data showed similar trends with 76.5% of women receiving IPTp₁, but only 42% returning for IPTp₂.¹⁴ In the five regions targeted for interventions in

⁹ 2004 – 2005 TDHS

¹⁰ Ibid

¹¹ Ibid

¹² Ibid

¹³ Ifakara 06

¹⁴ Ifakara 06

ELCT's Hospitals, the percentage of women who received IPTp_{1&2} was Singida (25%), Kagera (20%), Iringa (19%), Mara (18%), and Mbeya (14%).¹⁵ Sensitizing pregnant women to the need for early attendance and training health providers in focused antenatal care, following up with quality control measures, can improve the chances of uptake of IPTp₂.

A cross-cutting issue directly related to uptake of ITNs and IPTp_{1&2} in ELCT communities is the supply of essential commodities and drugs, linked to the overall capacity of ELCT health care facilities to successfully contribute to malaria prevention, diagnosis and treatment. Stock outs of SP occur regularly in the ELCT rural health care facilities, and even when such materials are theoretically available through national distributors, these facilities are the last leg of the supply chain. Due to the limited data collection and supply management capacity, they are unable to take advantage of available supplies. Additionally, with the deployment of ACTs as first line treatment of malaria in Tanzania, ELCT must ensure that its medical providers are aware of the new recommended treatment protocols, improve diagnostic practices, and facilitate the rational use of ACTs.

3.3 Target Areas for the Proposed Project

Using the existing structure of ELCT's Diocesan and parish organization to mobilize communities and empower and strengthen health structures, the project will reach underserved zones with high malaria prevalence. Community mobilization for sensitizing and educating the target population will be implemented in 12 out of ELCT's 20 Dioceses in Tanzania, corresponding to 75 Districts' administrative boundaries. Sixty percent of ELCT's Lutheran membership, or 1.6 million people, will be reached in the following four geographical clusters:

Southern Diocesan Cluster: Konde, Southern, Iringa

Central Diocesan Cluster: Dodoma, Central

Northern Diocesan Cluster: Arusha, Meru, Northern, Pare, North-Eastern

North-Western Diocesan Cluster: Mara, North-Western

Five of these targeted Dioceses, containing a total of 31 health facilities, have been selected for health empowerment and capacity strengthening activities. This selection is based on malaria prevalence, range/type of available ELCT health facilities, number of beneficiaries and the possibility of collaboration with existing PMI and NMCP service providers. Please see *Attachment C* for a map of Dioceses and Hospital locations. Table 1, below, provides detail on the selected Diocesan health structures and their District and Regional locations. In addition, please see *Attachment D* for a list of Targeted Beneficiaries per Diocese.

Table 1: Selected Hospitals

¹⁵ 2004 – 2005 TDHS

Selected Hospitals	Malaria prevalence	Other Service Providers	Types of Health facilities	HIV/AIDS links	Direct Beneficiaries Reached
Matema Hospital Konde Diocese Kyela District Mbeya Region	High	AFRICARE LUWDA TNVS	1 Hospital 4 Dispensaries	Potential to bring in ARTs; Links with CHAT Phase 1	113,817 in 64 Parishes
Ilembula Hospital Southern Diocese Iringa District Singida Region	High	World Vision IFAKARA TNVS	1 Hospital 4 Dispensaries	Strong Links with CHAT Phase 1	180,170 in 80 Parishes
Bunda Hospital Mara Diocese Bunda District Mara Region	High	TNVS	1 Designated District Hospital (DDH)	Strong links with CHAT Phase 1 AIDS Relief	9,869 in 10 Parishes
Iambi Hospital Central Diocese Iramba District Singida Region	High	TNVS	1 Hospital 12 Dispensaries	Limited link with CHAT Phase 1	56,191 in 69 Parishes
Ndolage Hospital North-Western Diocese Muleba District Kagera Region	Very High Epidemic	World Vision TNVS NMCP research partners	1 Hospital 5 Dispensaries 1 MCH Clinic	Links with CHAT Phase 2	153,669 in 48 Parishes

3.4 ELCT's Links with GOT Policies, Strategies and Structures

Renewed concern about the impact of malaria in Tanzania encouraged the adoption in the mid 1990s of Tanzania as one of the target countries for the WHO Accelerated Plan of Action for Malaria Control. In 1997, a four-year Plan of Action was agreed upon, followed by the 2000-2001 Roll Back Malaria Plan of Action. In 2002, the Malaria Medium Term Strategic Plan (MMTSP) was developed, and in 2005, a National Package of Essential Health Interventions (NPEHI) classified malaria as a priority health problems and disease conditions causing the highest morbidity and mortality in the country and classifies it under Cluster 2, along with HIV/ AIDS and epidemics. Now, the National Malaria Medium Term Strategic Plan (NMMTSP) 2008-2012¹⁶ will build on the previous successes to further reduce the burden of malaria by 80% from

¹⁶ Draft. 4-2007

current levels, by the end of 2012. This second NMMTSP highlights many approaches that will assist in the attainment of the PMI targets.

ELCT's link to successfully contributing to both the NMMTSP and the PMI will be primarily through the GOT District structures, where the current system of decentralized health planning and budgeting takes place. The District Medical Officer (DMO) will be responsible for co-ordination and delivery of the health service components, and acts as chairperson for the Council Health Management Team (CHMT), the technical body which deals with all NMMTSP implementation details, including advocacy and resource mobilization for malaria control. The CHMT is responsible for supervision, monitoring and evaluation of the Health Plan in the district, including support of health facilities and communities in the implementation of malaria control activities. It appoints a District Malaria Focal Person (DMFP) who oversees the district planning for and supervision of community malaria prevention and control activities and provides the principle point of contact for malaria within the district. Other opportunities for malaria advocacy and co-ordination include liaising with the Full Council, the District Health Board, and the District PHC Committee with all key district level actors including development partners, private sector, NGOs and voluntary agencies, including FBOs.

At the community level, PHC committees, village councils and ward development committees are responsible for implementation and coordination of malaria control activities and provide assistance to development projects, community resource persons, traditional birth attendants, opinion leaders, leaders of FBOs, extension workers, teachers, and private providers of drugs and ITN commodities. ELCT will use its existing relationships through its various departments to link with these GOT structures wherever possible to maximize effectiveness and efficiency.

4. Project Strategy and Technically Appropriate Interventions

4.1 Goal and Objectives

With this project, LWR and ELCT will seek to leverage the power and reach of ELCT's extensive health care network and its relationship with PMI partners to expand malaria prevention and treatment services to 1.6 million underserved community members in 12 Dioceses by 2010.

This project is designed to directly fill key gaps in malaria prevention and control identified in areas covered by the ELCT health care network as related to the demand for malaria prevention and treatment services, the quality of those services, and the availability and rational use of malaria resources at ELCT health care facilities.¹⁷ In order to address the most crucial gaps, three parallel approaches will be developed in a complementary manner over the three

¹⁷ In designing this program, LWR met with the USAID mission and other government and PMI stakeholders to share ideas and strategies. Please see Attachment E for a list of stakeholders consulted in the project planning and design.

years of the project to mobilize and sensitize communities, empower health care providers, and build the capacity of 31 ELCT health facilities. Thus, the three objectives that will be pursued by this project are:

Objective 1: Contribute to the reduction in malaria transmission, improved malaria disease recognition, and standard case management through community mobilization of 1.6 million people.

Rationale: In the rural communities served by ELCT's health facilities and parish structures, limited knowledge about malaria prevention and control methods are linked to socio-economic barriers which contribute to low demand for proven prevention measures, and under-utilization of health facility services for fever management, malaria diagnosis and treatment. Community mobilization to increase knowledge of and demand for malaria prevention and control among rural populations in the 12 targeted Dioceses will be a critical contribution to the achievement of three PMI targets relating to ITNs, fever management and ACT use, and is in line with the NMMTSP 2008-2012 strategic approaches.

Strategy: The Community Mobilization approach will leverage ELCT's Diocesan structure to sensitize and increase knowledge about malaria prevention and control measures. Community-based initiatives involving the bishops along with the various parish departments and committees will explore barriers to using ITNs and develop indigenous and culturally appropriate IEC materials to share with the wider community, reaching young learners in Sunday school and ELCT preschools and other parish-based service groups. The demand for ITNs, managing fever effectively and seeking prompt treatment according to GOT guidelines for ACTs will be increased, and schemes such as TNVS will be promoted to increase the availability and accessibility of ITNs.

Objective 2: Empower health care providers to improve the quality and scope of malaria diagnosis, treatment and control services in 31 rural health facilities.

Rationale: Sensitizing and training health care providers and implementing quality control measures can assist in improving the overall utilization of health facilities. The resulting increase in early attendance for ANC services for the uptake of both IPTp_{1&2}, the introduction of new knowledge, skills and operating procedures for ACTs and the linkages of malaria prevention, diagnosis and treatment with ELCT's existing HIV and AIDS activities, are congruent with the NMCP strategic approaches and will contribute to three core PMI targets related to IPTp, ITNs and prompt malaria treatment.

Strategy: The Healthcare Provider Empowerment approach will use the existing structures and management of 31 ELCT health facilities, including five hospitals, 23 dispensaries, one MCH clinic and two nursing schools, to sensitize and train selected staff on the need for uptake of IPTp₂, introduce new guidelines for ACTs, and engage with

home-based care and PMTCT activities to tie-in with the focus on malaria.

Objective 3: Increase the institutional capacity of 31 ELCT health facilities for better malaria-related service delivery by scaling-up information systems and linking supply and demand stakeholders (MSD and appropriate PMI procurement partners), for accessibility and availability of essential commodities through ELCT's Mission for Essential Medical Supplies (MEMS).

Rationale: Throughout the targeted rural health facilities, stock outs of essential commodities regularly occur, resulting in underutilization of health facilities and in community members turning to unproven or inappropriate malaria control measures. Even when such commodities are theoretically available through national distributors, these facilities often lack the capacity to effectively assess their supply needs, build relationships with suppliers, including Medical Stores Department (MSD), or rationally use the supplies once acquired. These institutional capacity building efforts will complement the national MSD effort to comprehensively supply health care facilities with commodities critical for malaria control, which links to three of the PMI targets.

Strategy: The Institutional Capacity Building approach will use ELCT's MEMS project under the MHCP to target 31 health facilities (including 23 rural dispensaries) that are often the last leg of the supply chain, and due to their limited data collection and supply management capacity, the least able to take advantage of available malaria resources. MEMS will establish data collection, management and communication systems with the MSD; train and support health care staff on diagnostic, dispensary and rational use of medication; and advocate for ensured supply of essential commodities with appropriate partners.

4.2 Proposed Activities

Objective 1: Contribute to the reduction in malaria transmission, improved malaria disease recognition, and standard case management through community mobilization of 1.6 million people.

Activity 1: Sensitize the Executive Council on leveraging the ELCT Diocesan structure for spreading information about positive health seeking behavior for malaria control.

Using the regularly scheduled ELCT Executive Council Meeting and extending it by one day, Executive Council members, including the Dioceses' Bishops, Secretary Generals, Auditor General and the Department Heads of the ELCT HQ, will be sensitized about an integrated package of malaria control measures, including a focus on ITNs, home-based fever management and seeking timely and correct medical treatment utilizing ACTs. It will also promote the Tanzania National Voucher Scheme (TNVS) and its expansion to infants and the

"Equity/Safety Net" voucher. This meeting would facilitate the overall communication of ELCT as an organization to increase its success in meeting three of the PMI targets.

Activity 2: Build the capacity for Diocesan leaders to reach the community through delivering indigenous, culturally appropriate, and effective messages on an integrated package of malaria prevention.
For each of the 12 targeted Dioceses, the capacity of leaders will be strengthened through three workshops coordinated through the Diocese Malaria Focal Coordinators (DMFC) and involving a selection of members, targeting the bishop, assistant bishop, pastors, evangelists, PHC committee members, parish workers, church elders, and department members, who will explore traditional beliefs and taboos so as to identify barriers to ITN use, effective fever management and timely health seeking behaviors. They will then search for indigenous, culturally appropriate and effective messages to change people's behavior. Community opinion leaders and traditional healers from outside the church will be invited, which will link with the NMCP's strategy to collaborate with the Tanzanian Traditional Healers Association to strongly promote and ensure recognition and referral of patients with severe malaria to the nearest health facilities. The strategies developed to overcome barriers to positive health seeking behaviors will be shared during Sunday services and day-to-day activities through the churches organized activities, with the DMO and DMFP, with NGOs, CBOs and FBOs working in the wider community, plus SMARTNET, through NATNETS. As soon as the National Malaria Communication Strategy is in place, information will be included in the workshops all leading to an increase capacity on IEC. To the extent possible, existing national IEC materials will be utilized to ensure consistency and continuity of the messaging. By the project's third year, 2,220 Diocesan leaders and 180 senior Diocesan staff will be mobilized.

Activity 3: To conduct Training of Trainers (TOTs) for one trainer per parish who will train community members about an integrated package of malaria prevention measures.

PHC committee members, parish workers and church elders will be identified and trained as TOTs to become the Parish Malaria Focal Coordinators (PMFC) and train other members of the parish and/or sub-parish groups, including Sunday school teachers and pre-school teachers, all helping to establish and scale-up community-based initiatives. Training for the TOT will be facilitated through the Zonal Training Centers (ZTCs), with a possible link to training materials from the Centre for Enhancement of Effective Malaria Interventions (CEEMI).

Activity 4: Sensitize ELCT community Sunday school learners and pre-school learners about ITNs.

In cooperation with the DMFC, the PMFC will train Sunday school teachers and the pre-school teachers in their parish on how to incorporate malaria prevention messages focusing on use of ITNs, using

the strategies developed to overcome barriers along with culturally appropriate, age appropriate and effective messages. To integrate its childhood education activities related to malaria prevention with existing community-based HIV and AIDS projects, the teachers will support the identification of Most Vulnerable Children (MVC) and link them through the national MVC Identification process through the Department of Social Welfare and assist in the process of linking MVC to the TNVS Equity Voucher Scheme.

Activity 5: Conduct an IEC campaign each Africa Malaria Day on March 25th.

To mobilize the maximum number of community members through culturally appropriate and effective messages, IEC campaign activities will be planned by each DMFP and PHC committee and carried by the Women's and Children's department and the Youth and Christian Education department. Campaign materials and activities could include leaflets and posters, T-shirts with messages, songs, drama, games, etc. All materials will be sourced from organizations and agencies linked to PMI partners or other sources. The DMO, DMFP, ZMFP and other NGOs, CBOs and FBOs working in the wider community will also be invited. The sensitization campaign on Africa Malaria Day will be conducted in years two and three of the project.

Activity 6: Advocate for the availability of ITNs

After the demand has been created for ITNs in the community, it is possible that an adequate supply will not be sufficiently available. In response, ELCT, recognizing the Christian Social Services Commission's (CSSC) mandate and responsibilities, will liaise primarily with the Zonal CSSC representative to advocate with the GOT for ensured supplies in the FBO health facilities. MEMS will actively lead the advocacy efforts and make collaborative linkages between the supply and demand stakeholders, which will focus on linking with the TNVS. Advocacy on ITN availability will be conducted in years two and three of the project.

Activity 7: Mobilize business members of the Dioceses to procure and stock sufficient quantities of ITNs

The DMFC will work through the PMFC to identify business people who can be sensitized to the lack of supply of ITNs in the community with the intention to mobilize them to increase supply through a variety of possibilities including the private sector, linkages with the Equity Voucher scheme, or to the NMCP's new strategy for distribution of free nets (not yet clearly defined in the draft strategy). The possibility of MEMS linking up with this scheme will be investigated. As mentioned, advocacy on ITN availability will be conducted in years two and three of the project.

Objective 2: Empower health care providers to improve the quality and scope of malaria diagnosis, treatment and control services in 31 rural health facilities.

Activity 1: Sensitize all health care providers in the 31 health facilities on appropriate knowledge of IPTp_{1&2} and use of IEC materials to create demand.

The Project Director and the Hospital Malaria Focal Coordinator (HMFC) will lead the sensitization of targeted health care providers through the already established weekly continuing-education meetings at each of the five target hospitals. This will be done through the facilitation of the Zonal Training Center staff or the DMFP in each related district using NMCP IEC materials. The MCH health centre and dispensary staff will be invited to attend on a once monthly basis. Data will be collected through required HMIS registers on attendance and IPTp_{1 & 2}. Reports will be shared on a monthly basis with the Project Director, DMO and DMFP. The resulting quality care provided by the health care providers will create a demand for IPTp among pregnant women, which will contribute to the corresponding NMCP indicator and PMI target.

Activity 2: Train Maternal and Child Health nurses and midwives in ELCT's 31 health facilities in FANC and IPTp_{1&2}.

The Project Director and the HMFCs will organize the Focused Antenatal Care (FANC) training of the RCH staff from ELCT's health facilities including 6 RCH staff from each of the 5 hospitals and 3 RCH staff from each dispensary. A link will be made with ACCESS for the training and the resultant outcome will contribute to the provision of quality, comprehensive RCH services in line with the NMCP indicator and PMI target. ACCESS currently has a budget available for this activity. After the training, routine HMIS data will be collected and summarized and shared on a monthly basis with the Project Director, DMO and DMFP.

Activity 3: Train health care providers regarding early and correct diagnosis and treatment of malaria.

The HMFCs will organize the training of health care providers, including clinical officers, trained nurses, and technicians (8 from each hospital and 3 from each dispensary) about new NMCP National Guidelines for Malaria Diagnosis and Treatment. This will be facilitated at the ZTCs in Arusha, Iringa and Kigoma (and in the future, possibly Mwanza) linked with the PMI activities. Consequently, the resulting quality care provided by the health care providers will create a demand for effective and timely health seeking behavior in the community and contribute to the corresponding PMI target. The established HMIS will be used to collect data which shall be shared on a monthly basis with the Project Director and DMO and DMFP.

Activity 4: Develop systems to ensure quality control measures on provision of services

The Project Director, linking with ELCT's MHCP technical staff will develop a check list based on the NMCP M&E system that captures performance of the trained health care providers for use during supervision and incorporates it into the existing ELCT Medical Audit Tool which indicates a minimum of two visits a year per site. Data will be shared with the Project Director, DMOs and DMFP.

Activity 5: Train Home-based Care (HBC) teams in promotion of ITNs, appropriate fever management and seeking timely and effective medical treatment for malaria

The HMFCs will organize the training of HBC and Palliative Care teams based at and functioning from the 5 ELCT targeted hospitals on promoting ITNs, appropriate fever management and seeking timely and effective medical treatment, facilitated by the DMFPs and the ZTCs. The resulting quality care provided by the HBC and Palliative Care teams will create demand for positive health seeking behavior in the community and contribute to the corresponding PMI targets. Data collected monthly from each HBC/Palliative Care team will be reported to each HMFC, who will in turn share it with the Project Director, DMOs, and DMFP. Training for HBC teams will be conducted in the second year of the project, and will target 240 HBC providers.

Activity 6: Incorporate effective use of ITNs and IPTp into ELCT's Prevention of Mother to Child Transmission (PMTCT) projects

PMTCT project staff in the 5 ELCT focus hospitals will be provided with IEC materials promoting ITNs and will recommend the GOT schedule for IPTp distribution to pregnant women attending PMTCT clinics. Adequate IEC materials will be sourced from PMI partners. Data regarding number of pregnant women using ITNs and IPTp^{1&2} will be shared with the Project Director, DMOs, and DMFP. This activity will be implemented in year two of the project.

Objective 3: Increase the institutional capacity of 31 ELCT health facilities for better malaria-related service delivery by scaling-up information systems and linking supply and demand stakeholders (MSD and appropriate PMI procurement partners), for accessibility and availability of essential commodities through ELCT's Mission for Essential Medical Supplies (MEMS).

Activity 1: Conduct annual on-site supply forecasting with hospital staff at the five target hospitals and with dispensaries under their catchment areas.

Gather monthly consumption of ITNs, SP, and ACTs using an existing tool to quantify supply requirements focusing on stores and pharmacy stock. This contributes to quality data management for other procurement bodies and can be shared with MOHSW's Pharmaceutical Supply Unit (PSU), MSD and linked up with the Integrated Logistic System (ILS) currently being rolled out nationwide.

Activity 2: Train hospital and dispensary staff on data collection and input, reporting and simple analysis

Hospital and dispensary staff will be trained on site by MEMS staff about keeping records on bin cards and making monthly summaries. Pharmacy staff will be trained on inputting these summaries into the computerized records system. Analysis will include monthly data on consumption, days out of stock, annual consumption and adjusted annual consumption which will facilitate future forecasting.

Activity 3: Collect and analyze the information collected and produce reports per hospital and per geographical zone including dispensaries under their catchment area.

Further analysis will be carried out by MEMS staff including cross checking all data on consumption, stock and adjusted consumption on a quarterly basis. Analysis will contribute to quality and sustainable supply data collection for these rural health facilities.

Activity 4: Establish structure to: provide supply forecasts to MSD, DMO's and appropriate PMI procurement partners, set minimum and maximum stock levels and develop a schedule for ordering supplies
MEMS staff will work with MSD's zonal depot managers and the head of logistics at headquarters, and provide supply forecasting information on a quarterly basis through emails, as well as quarterly component manager meetings of health sector program support (DANIDA). MEMS will establish relationships with other appropriate PMI procurement partners, including TNVS stakeholders and collaborate with ELCT's MHCP's projects, as well as CSSC's Zonal coordinators and national office. A workshop will be held in the first year for 15 participants. After accurate supply forecasting, all partners will agree on lead time and minimum and maximum stock level for each facility in the project area. MEMS will also negotiate with the MSD zonal depot managers and logistics manager, as well as other appointed vendors, and establish an agreement with each supplier on schedule on receiving orders from target health facilities. A tool for monitoring hospital orders and deliveries will be developed to assess vendor performance in fulfilling hospital requirements on a monthly basis and shared with all suppliers, and PMI partners.

Activity 5: Establish agreements on supplier/vendor performance monitoring, share performance monitoring results with suppliers and identify solutions to emerging issues

MEMS will work with hospital/facilities staff to the share the supply monitoring tool's data with the vendor on a quarterly basis, by email, phone or through meetings if problems are identified and/or innovative successful work is highlighted. MEMS will also supply this information with the PSU via the quarterly component managers meetings. The same information will be shared at ELCT partners meetings, DMOs meetings, ELCT Advocacy Committee meetings, and CSSC annual meetings. MEMS staff will work with their established contact points at each supplier and MoH to identify potential problems and negotiate corrective and preventative measures.

Activity 6: Conduct baseline survey for five target hospitals and dispensaries under their catchment on current malaria prevention activities and ITN, SP and ACT use.

The baseline survey will include existence of treatment guidelines, reference materials, diagnostic apparatus and dispensing practices (time of interaction, information given to the patient on drug use). MEMS staff in conjunction with International Network for Rational Use of Drugs (INRUD) Tanzania Office, will carry out this assessment within the first six months of the project. MEMS and INRUD have

collaborated on similar exercises previously, and will design an appropriate malaria specific assessment together.

Activity 7: Link existing materials from NMCP, MoH and other agencies for distribution to target five hospitals and dispensaries.

In many cases, a key need identified will be for treatment guides and other diagnostic tools. However, when new materials are developed, they often only reach major towns and urban centers. MEMS will liaise with the NMCP to source the needed tools and distribute them to the identified health facilities, which will ensure that remote rural health facilities have accurate information and clear diagnostic guidelines.

Activity 8: Improve rational use of malaria supplies in targeted health facilities through hospital-level action plans

MEMS will conduct a workshop with focal persons from the five target hospitals to share results from the baseline survey, identify gaps and needs, and develop individual hospital action plans. MEMS will design and conduct this workshop in collaboration with INRUD Tanzania. MEMS will also seek to engage the Regional Pharmacist from MoH, to participate in the workshop. An accurate picture of current treatment and drug use practices, as well as identifying areas for improvement will help contribute to the NMMTSP indicator of access to early diagnosis and prompt treatment.

Activity 9: Train practitioners in targeted health facilities for effective and efficient diagnostic and dispensing practices. MEMS will develop on site training modules appropriate to malaria diagnosis and dispensing of drugs. Working with the HMFC in each hospital, diagnostic practices will be implemented and followed on a regular basis including organizing patient flow, taking vital signs and proper history, physical exam, stocking necessary equipment, fever assessment and management, malaria testing and appropriate prescriptions of ACT. Additionally MEMS staff will visit and assess the hospital's physical needs, such as acquiring needed equipment and ensuring mechanisms to maintain and replenish supplies. Training will be conducted in the second year of the project and target 100 health workers.

5. Performance Monitoring and Evaluation

5.1 Indicators and Means of Verification

The project's monitoring system will be built around indicators and data that is both obtainable, easy to manage, consistent with the needs and targets established by the Government and other actors, and relates directly to the targets and goals set forth by PMI in the Malaria Operational Plan (MOP) FY2007. Monitoring systems will be developed that are participatory and sustainable by ELCT structures and systems.

A baseline study using participatory methods will assess, among others, the current levels of ITN ownership by households with a pregnant woman and/or children under five, children under five and or/pregnant women sleeping under ITNs, children under five with suspected malaria receiving treatment with an antimalarial drug in accordance with national malaria treatment policies within 24 hours of onset of their symptoms, women who have given birth in the last two years receiving two or more doses of IPTp, and government health facilities in the project area that have ACTs available for treatment of uncomplicated malaria. Progress towards proposed program objectives will be measured against those baseline indicators.

For all three objectives - Community Mobilization, Health Provider Empowerment, and Institutional Capacity Strengthening - systems will be developed and data collection will be rolled out in the planned target areas in Year 1 with the assistance of an experienced M&E specialist. In Year 2, the system will be evaluated to ensure the correct data is being collected and that the optimal management systems to collect and disseminate the data are in place. Finally, data collected will be consolidated and pro-actively shared with the GOT and other actors through a range of coordination mechanisms including NMCP, GFATM, TaNAAM and others as determined. The M&E specialist will train the PMFCs and DMFCs in data collection and gathering systems and in data analysis and sharing.

In the Health Provider Empowerment objective a number of staff in the 31 health facilities will be sensitized and trained and a quality assurance tool will be developed to monitor client satisfaction and increased demand of hospital services, especially for IPTp_{1&2} and ACT. This data will be analyzed for trends and opportunities for improvement and shared with staff so that necessary improvements can be made. Data on service utilization will be collected through the normal HMIS. There will be a link with the PMTCT services through tracking IEC material distribution.

For the Institutional Capacity Building objective, a mechanism will be put in place for analyzing service level on each order sent to approved vendors for essential malaria prevention and treatment drugs and supplies. Health facility staff will collect information on stock out days of specific drugs and supplies and on expired drugs. This data will be shared with the NMCP, PSU, MSD, DMO, DMFP, all approved vendors, PMI and other development partners. WHO approved indicators of rational use of medicines will be used to monitor health facilities, prescribers' and dispensers' improved performance before and after the training.

LWR and its partner ELCT have built in mechanisms to utilize findings from monitoring activities to continuously assess progress, gather lessons, and strengthen project design on an on-going basis. This will be done through a semi-annual project review meeting in which information will be shared and factored into planning for the next two quarters. Meetings will take place with the Tanzania Country Program

Manager (CPM), the Project Director, each DMFC, the M&E specialist and key collaborators, as appropriate. Progress will be compiled and incorporated into project semi-annual reports which include a section on "lessons learned", encouraging all involved to continuously analyze the effectiveness of their approaches and documenting emerging good practices. A final evaluation will be produced by the M&E specialist using data gathered and lessons learned over the life of the project.

6. Management Plan

6.1 Organizational Structure and Human Resource Management

LWR works through a lean and efficient management system. The Africa Department is divided into two regions (West and East), each led by a Regional Representative based in Ouagadougou and Nairobi respectively. The Regional Representative supervises several Country Program Managers (CPMs), who are responsible for all LWR programming at the country level. This project will benefit from support and oversight from both LWR Headquarters (by the Africa Regional Team and the Finance Department staff), as well as this Regional staff structure.

Day-to-day responsibility for the project's management, however, will be held by the Malaria Project Director. The Project Director will direct all operations in the field and will be supported by the LWR Program and Finance management structure dedicated to this project. The Project Director will also supervise a Project Officer, who will be recruited to provide support and technical assistance to the project. In addition, the Project Director will coordinate directly with his counterpart at ELCT, Dr. Peter Kopwe, Health Director, in overall management and supervision of the ELCT subaward.

The Project Director will also supervise 12 ELCT DMFC, who will coordinate the efforts of 665 PMFC, as well as the five HMFC and conduct any relevant training of Church leaders and Diocesan departmental members, as well as be the link at the District level to the GOT, NMCP and other PMI actors. The PMFCs will be the front line for coordinating implementation of activities at parish levels. The HMFC will be responsible to the implementation of activities at the hospital level, including those in the Healthcare Provider Empowerment component, and those activities under the Institutional Capacity Building efforts. Finally, the LWR CPM and the Project Director will be responsible for collaborative relationships with the GOT, PMI partners and USAID. The proposed project organigram showing staff relationships and the management structure can be found in *Attachment F*.

The CPM, based in Dar-es-Salaam, and the Project Director, based in Arusha, will be key personnel assigned to the project. Mary Katabange, LWR's CPM in Tanzania, has over 20 years experience managing sustainable development initiatives in Tanzania. The Project Director, Dr. Sigsbert Patila Mkude, has worked for the Tanzania Ministry of Health since 1981, and has ten years of experience in malaria case

management training for health care personnel, assessment, capacity building, implementing national policy, and technical advising. Brief profiles and descriptions of responsibility for each of the key staff are in *Attachments G and H*. Full CVs from key staff are provided in *Attachments I and J*.

6.2 Communication/Coordination Plan

The CPM and the Project Director will establish contact immediately with the USAID mission, along with the NMCP and PMI team. Together, they will establish a communication linkage schedule that is most effective and efficient for all stakeholders. The CPM will be the primary contact for USAID, but the Project Director will also have consistent and open sharing with all interested parties. In addition, all stakeholders will be asked to participate in the Bi-annual meetings described in 5.2.3, and will receive semi-annual reports.

6.3 Year 1 Work Plan

The work plan for year one is provided in *Attachment K* and a detailed implementation plan can be found in *Attachment L*.

Training activities will be rolled out over three years, starting with five dioceses in the first year (Konde, Central, Mara, North-Western and Southern), followed by five more in the second year (Arusha, Meru, North-Eastern, Northern and Pare), and ending with Dodoma and Iringa dioceses as illustrated in table 2 on the next page. The choice of the first set of dioceses is justified by the fact that the Health care Empowerment and Capacity Strengthening activities will involve health facilities located in those dioceses. To ensure that training participants get a solid foundation and understanding of the subject matter, refresher trainings are planned. Those trained in year one will benefit from refresher trainings in year two and those trained in year two will also be trained once more in year three, at the same time as those that will start their trainings in year three.

Table 2: Roll out plan

YEAR 1			YEAR 2			YEAR 3		
Diocese	Participants	Parishes	Diocese	Participants	Parishes	Diocese	Participants	Parishes
Mara	9,869		Arusha	336,162		Dodoma	36,056	
North-Western	153,669		Northern	323,378		Iringa	76,615	
Central	62,923		North-Eastern	146,334				
Konde	113,817		Meru	69,074				
Southern	180,170		Pare	134,778				
Total	520,448	271	Total	1,009,726	348	Total	112,671	36
Three year total								
Participants: 1,642,845								
Parishes: 655								

ATTACHMENT C
BRANDING STRATEGY & MARKING PLAN

USAID/Organization Branding Strategy and Marking Plan

Date Submitted: August 31, 2007

Applicant Information: **Lutheran World Relief**
Office: 700 Light St., Baltimore, MD 21230
Contact Person: Alissa Karg
Contact Phone Number: 410-230-2820
Contact E-mail: akarg@lwr.org

For a New Award:
USAID Solicitation Number: USAID M/OAA/GH07858
USAID Solicitation Name (if applicable): Malaria Communities Program

BRANDING STRATEGY

1. Positioning

The intended name of the project is *USAID and LWR/ELCT's 'Faith in Action: Lutherans Partnering Against Malaria in Tanzania' Project.*

No logo will be developed for the project. Relevant materials and supplies will be marked with the USAID identity and, where possible, the phrase "Made possible by the generous support of the American people, implemented by LWR/ELCT".

2. Program Communications and Publicity

The primary audience for the project is ELCT parishioners and community members in 12 Dioceses who will be directly involved in and directly benefit from the project activities – community mobilization, health care empowerment and capacity strengthening. Specific attention will be given to PMI target groups, such as pregnant women and children under five. There is no designated secondary audience.

The communication materials that will be used in the program include a medical supply baseline survey report, educational materials for children and other public messaging. All of these items will be marked with the USAID identity and/or language "Made possible by the generous support of the American people, implemented by LWR/ELCT". The language will be printed in English on the baseline survey report; on all other public messaging, it will be printed in Swahili. Messaging will focus on promoting positive health-seeking behavior and demand for malaria prevention and control, particularly for pregnant women and children under five. In the second and third years of the project, LWR/ELCT will participate in public information campaigns on Africa Malaria Day to extend malaria prevention and control messaging to members of the host community; these campaigns will include the USAID identity and language.

3. Acknowledgements

While the project will collaborate with the government of Tanzania and other PMI actors, the only groups that will be identified on project materials are USAID, LWR and ELCT.

MARKING PLAN

I. PROGRAM DELIVERABLES TO BE MARKED

LWR plans to mark the following with the USAID Graphic Identity:

Public Communications

- Reports
- Information Products

A baseline survey on medical supplies at ELCT health structures may be shared with other PMI actors and the Medical Stores Department of the Tanzanian Ministry of Health. This report will be marked with the USAID identity and will include the disclaimer on “public communications” (22 C.F.R. 226.2). Sets of educational materials will be developed for young learners at ELCT Sunday schools and preschools; these materials will bear the USAID identity and language “Made possible by the generous support of the American people, implemented by LWR/ELCT”.

Events

- Africa Malaria Day
- Training Workshops

Africa Malaria Day will be celebrated in ELCT Dioceses in years 2 and 3 of the project. The celebrations may include speeches, songs and theater. Banners, signs or other print media bearing the USAID identity will also be displayed. Each Diocese will have at least one printed, project-related banner or signboard, marked with the USAID Identity, for display at training workshops.

Table: Summary of Marking Strategy

Program Activity	Program Deliverable	Type of Marking	Material Used for Marking	Location of Marking	When Marking will take place
<i>Objective 1: Community Mobilization</i>					
Build Malaria Capacity	Information Materials	USAID Identity	Printed information materials	At training site	Years 1-3
Train Trainers	Information Materials	USAID Identity	Printed information materials	At training site	Years 1-3
Sensitize learners	Educational Materials for Children	USAID Identity and language (see above)	Printed materials	On educational materials	Year 1
Africa Malaria Day IEC	Information Materials	USAID Identity	Printed information materials	At Africa Malaria Day Ceremonies in ELCT Dioceses	Years 2 and 3
<i>Objective 2: Healthcare Empowerment</i>					
Train MCH workers in IPTp	Information Materials	USAID Identity	Printed information materials	At training site	Year 1
Treatment training	Information Materials	USAID Identity	Printed information	At training site	Years 2 and 3

Program Activity	Program Deliverable	Type of Marking	Material Used for Marking	Location of Marking	When Marking will take place
HBC training	Information Materials	USAID Identity	materials Printed information materials	At training site	Years 2 and 3
<i>Objective 3: Institutional Capacity Strengthening</i>					
Data collection training	Information Materials	USAID Identity	Printed information materials	At training site	Years 1 and 2
Medical Supplies Baseline Survey	Baseline Survey Report	USAID Identity and language (see above)	Printed report	On printed report	Year 1
Train practitioners	Information Materials	USAID Identity	Printed information materials	At training site	Years 2 and 3

Table: Summary of Deliverables not to be Marked

Program Activity	Rationale
<i>Objective 1: Community Mobilization</i>	
Sensitize ELCT leadership	Sensitization will not include specific materials or resources that could bear the USAID identity.
ITN advocacy	Advocacy will not include specific materials or resources that could bear the USAID identity.
Business Leader Mobilization	Mobilization will not include specific materials or resources that could bear the USAID identity.
<i>Objective 2: Healthcare Empowerment</i>	
Sensitize Health Providers	Sensitization will not include specific materials or resources that could bear the USAID identity.
Quality Control Systems	Developing quality control systems will not include specific materials or resources that could bear the USAID identity.
PMTCT integration	Improving integration of malaria prevention and control in PMTCT will not include specific materials or resources that could bear the USAID identity.
<i>Objective 3: Institutional Capacity Strengthening</i>	
Supply forecasting	Supply forecasting will not include specific materials or resources that could bear the USAID identity.
Data collection	Data collection will not include specific materials or resources that could bear the USAID identity.
Enhance Structure	Enhancing structures will not include specific materials or resources that could bear the USAID identity.
Establish agreements	Agreements will not bear the USAID identity.
Link materials	National malaria control resources will be used; branding would undercut the ownership of the documents.
Improve rational use	Rational use strengthening will not include specific materials or resources that could bear the USAID identity.

Marking Plan Submitted By :



John Arthur Stunes
Date 08/31/2007

President
Lutheran World Relief

Marking Plan Approved By (USAID):

Printed Name
Date

Signature
Office

**ATTACHMENT D
STANDARD PROVISIONS**

STANDARD PROVISIONS FOR U.S., NONGOVERNMENTAL ORGANIZATIONS

(See [Standard Provisions for U.S., Nongovernmental Recipients](#) listed under Mandatory References in ADS 303.)

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 subrecipients which meet the definition of "Recipient" in Part 226, unless a section specifically excludes a subrecipient from coverage. The recipient shall assure that subrecipients have copies of all the attached standard provisions.

b. For any subawards made with Non-US subrecipients the Recipient shall include the applicable "Standard Provisions for Non-US Nongovernmental Recipients." Recipients are required to ensure compliance with monitoring procedures in accordance with OMB Circular A-133.

[END OF PROVISION]

2. *INELIGIBLE COUNTRIES (MAY 1986)*

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

[END OF PROVISION]

3. *NONDISCRIMINATION (MAY 1986)*

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

[END OF PROVISION]

4. *NONLIABILITY (NOVEMBER 1985)*

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

[END OF PROVISION]

5. AMENDMENT (NOVEMBER 1985)

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

[END OF PROVISION]

6. NOTICES (NOVEMBER 1985)

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

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

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

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

[END OF PROVISION]

7. NEGOTIATED INDIRECT COST RATES - PROVISIONAL (Nonprofit) (April 1998)

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

- d. The results of each negotiation shall be set forth in a written indirect cost rate agreement signed by both parties. Such agreement is automatically incorporated into this award and shall specify (1) the agreed upon final rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. The agreement shall not change any monetary ceiling, award obligation, or specific cost allowance or disallowance provided for in this award.
- e. Pending establishment of final indirect cost rate(s) for any fiscal year, the recipient shall be reimbursed either at negotiated provisional rates or at billing rates acceptable to the Agreement Officer, subject to appropriate adjustment when the final rates for the fiscal year are established. To prevent substantial overpayment or underpayment, the provisional or billing rates may be prospectively or retroactively revised by mutual agreement.
- f. Failure by the parties to agree on final rates is a 22 CFR 226.90 dispute.

[END OF PROVISION]

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.

[END OF PROVISION]

9. OMB APPROVAL UNDER THE PAPERWORK REDUCTION ACT (December 2003)

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

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

<u>22 CFR 226</u>	<u>Burden Estimate</u>
22 CFR 226.40-.49 Procurement	

of Goods and Services	1
22 CFR 226.30 - .36	
Property Standards	1.5

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

[END OF PROVISION]

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

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

- a. Ineligible and Restricted Goods and Services: USAID's policy on ineligible and restricted goods and services is contained in ADS Chapter 312.
 - (1) Ineligible Goods and Services. Under no circumstances shall the recipient procure any of the following under this award:
 - (i) Military equipment,
 - (ii) Surveillance equipment,
 - (iii) Commodities and services for support of police or other law enforcement activities,
 - (iv) Abortion equipment and services,
 - (v) Luxury goods and gambling equipment, or
 - (vi) Weather modification equipment.
 - (2) Ineligible Suppliers. Funds provided under this award shall not be used to procure any goods or services furnished by any firms or individuals whose name appears on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs." USAID will provide the recipient with a copy of these lists upon request.
 - (3) Restricted Goods. The recipient shall not procure any of the following goods and services without the prior approval of the Agreement Officer:
 - (i) Agricultural commodities,
 - (ii) Motor vehicles,
 - (iii) Pharmaceuticals,
 - (iv) Pesticides,
 - (v) Used equipment,
 - (vi) U.S. Government-owned excess property, or

- (vii) Fertilizer.

Prior approval will be deemed to have been met when:

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

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

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

- (1) For DFA funded awards or when the total procurement element during the life of this award is valued at \$250,000 or less, the following rules apply:
 - (i) The authorized source for procurement of all goods and services to be reimbursed under the award is USAID Geographic Code 935, "Special Free World," and such goods and services must meet the source, origin and nationality requirements set forth in 22 CFR Part 228 in accordance with the following order of preference:
 - (A) The United States (USAID Geographic Code 000),
 - (B) The Cooperating Country,
 - (C) USAID Geographic Code 941, and
 - (D) USAID Geographic Code 935.
 - (ii) Application of order of preference: When the recipient procures goods and services from other than U.S. sources, under the order of preference in paragraph (b)(1)(i) above, the recipient shall document its files to justify each such instance. The documentation shall set forth the circumstances surrounding the procurement

and shall be based on one or more of the following reasons, which will be set forth in the Recipient's documentation:

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

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

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

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

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

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

[END OF PROVISION]

**11. 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 cooperative agreement with a person or entity that is included on the Excluded Parties List System (<http://epls.arnet.gov>). The recipient further agrees to include the following provision in any subagreements or contracts entered into under this award:

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

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

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

[END OF PROVISION]

12. DRUG-FREE WORKPLACE (January 2004)

- a. The recipient agrees that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any Federal award. The statement must
 - (1) Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - (2) Specify the actions the recipient will take against employees for violating that prohibition; and
 - (3) Let each employee know that, as a condition of employment under any award, he or she
 - (i) Must abide by the terms of the statement, and
 - (ii) Must notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than five calendar days after the conviction.
- b. The recipient agrees that it will establish an ongoing drug-free awareness program to inform employees about
 - (i) The dangers of drug abuse in the workplace;
 - (ii) Your policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation and employee assistance programs; and
 - (iv) The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
- c. Without the Agreement Officer's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this award or the completion date of this award, whichever occurs first.
- d. The recipient agrees to immediately notify the Agreement Officer if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the number of each award on which the employee worked. The notification must be sent to the Agreement Officer within ten calendar days after the recipient learns of the conviction.
- e. Within 30 calendar days of learning about an employee's conviction, the recipient must either

- (1) Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - (2) Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- f. The policies and procedures applicable to violations of these requirements are set forth in 22 CFR Part 210.

[END OF PROVISION]

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

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

[END OF PROVISION]

14. *IMPLEMENTATION OF E.O. 13224 -- EXECUTIVE ORDER ON TERRORIST FINANCING (March 2002)*

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

[END OF PROVISION]

**15. 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 subagreement.

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

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

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

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

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

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

USAID Identity (Identity) means the official marking for the United States Agency for International Development (USAID), comprised of the USAID logo or seal and new brandmark, with the tagline that clearly communicates that our assistance is “from the American people.” The

USAID Identity is available on the USAID website at www.usaid.gov/branding and USAID provides it without royalty, license, or other fee to recipients of USAID-funded grants, or cooperative agreements, or other assistance awards

(b) Marking of Program Deliverables

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Implementation of marking requirements.

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

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

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

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

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

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

- (i) USAID marking requirements would compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials;
- (ii) USAID marking requirements would diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent;
- (iii) USAID marking requirements would undercut host-country government “ownership” of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications better positioned as “by” or “from” a cooperating country ministry or government official;
- (iv) USAID marking requirements would impair the functionality of an item;
- (v) USAID marking requirements would incur substantial costs or be impractical;
- (vi) USAID marking requirements would offend local cultural or social norms, or be considered inappropriate;
- (vii) USAID marking requirements would conflict with international law.

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

(d) Waivers.

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

(2) The request will describe the compelling political, safety, security concerns, or adverse impact that require a waiver, detail the circumstances and rationale for the waiver,

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

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

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

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

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

[END OF PROVISION]

16. REGULATIONS GOVERNING EMPLOYEES (AUGUST 1992)

- 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 cooperative agreement.
- 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 cooperative agreement award of any third country national when, in the discretion of the Ambassador, the interests of the United States so require.
- g. If it is determined, either under (e) or (f) above, that the services of such employee should be terminated, the recipient shall use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.

[END OF PROVISION]

**17. *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.

[END OF PROVISION]

18. *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 Recipient use of pouch facilities in accordance with this standard provision is available from the Post Communication Center at the Embassy or USAID Mission.

[END OF PROVISION]

19. INTERNATIONAL AIR TRAVEL AND TRANSPORTATION (JUNE 1999)

a. PRIOR BUDGET APPROVAL

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

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

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

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

b. NOTIFICATION

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

- (i) the primary purpose of the trip is to work with USAID Mission personnel, or
- (ii) the recipient expects significant administrative or substantive programmatic support from the Mission.

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

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

- (i) Send a written notice to the cognizant USAID Technical Office in the Mission. If the recipient's primary point of contact is a Technical Officer in USAID/W, the recipient may send the notice to that person. It will be the responsibility of the USAID/W Technical Officer to forward the notice to the field.
- (ii) The notice should be sent as far in advance as possible, but at least 14 calendar days in advance of the proposed travel. This notice may be sent by fax or e-mail. The recipient should retain proof that notification was made.
- (iii) The notification shall contain the following information: the award number, the cognizant Technical Officer, the traveler's name (if known), date of arrival, and the purpose of the trip.
- (iv) The USAID Mission will respond only if travel has been denied. It will be the responsibility of the Technical Officer in the Mission to contact the recipient within 5 working days of having received the notice if the travel is denied. If the recipient has not received a response within the time frame, the recipient will be considered to have met these standards for notification, and may travel.
- (v) If a subrecipient is required to issue a Notification, as per this section, the subrecipient may contact the USAID Technical Officer directly, or the prime may contact USAID on the subrecipient's behalf.

c. SECURITY ISSUES

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

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

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

Travel to certain countries shall, at USAID's option, be funded from U.S.-owned local currency. When USAID intends to exercise this option, USAID will either issue a U.S. Government S.F. 1169, Transportation Request (GTR) which the 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.

[END OF PROVISION]

20. OCEAN SHIPMENT OF GOODS (JUNE 1999)

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

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

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

- e. Shipments by voluntary nonprofit relief agencies (i.e., PVOs) shall be governed by this standard provision and by USAID Regulation 2, "Overseas Shipments of Supplies by Voluntary Nonprofit Relief Agencies" (22 CFR Part 202).
- f. Shipments financed under this cooperative agreement must meet applicable eligibility requirements set out in 22 CFR 228.21.

[END OF PROVISION]

21. LOCAL PROCUREMENT (April 1998)

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

- b. Locally financed procurements must be covered by source and nationality waivers as set forth in 22 CFR 228, Subpart F, except as provided for in mandatory standard provision, "USAID Eligibility Rules for Goods and Services," or when one of the following exceptions applies:
- (1) Locally available commodities of U.S. origin, which are otherwise eligible for financing, if the value of the transaction is estimated not to exceed \$100,000 exclusive of transportation costs.
 - (2) Commodities of geographic code 935 origin if the value of the transaction does not exceed the local currency equivalent of \$5,000.
 - (3) Professional Services Contracts estimated not to exceed \$250,000.
 - (4) Construction Services Contracts estimated not to exceed \$5,000,000.
 - (5) Commodities and services available only in the local economy (no specific per transaction value applies to this category). This category includes the following items:
 - (i) Utilities including fuel for heating and cooking, waste disposal and trash collection;
 - (ii) Communications - telephone, telex, fax, postal and courier services;
 - (iii) Rental costs for housing and office space;
 - (iv) Petroleum, oils and lubricants for operating vehicles and equipment;
 - (v) Newspapers, periodicals and books published in the cooperating country;
 - (vi) Other commodities and services and related expenses that, by their nature or as a practical matter, can only be acquired, performed, or incurred in the cooperating country, e.g., vehicle maintenance, hotel accommodations, etc.
- c. The coverage on ineligible and restricted goods and services in the mandatory standard provision entitled, "USAID Eligibility Rules for Goods and Services," also apply to local procurement.
- d. This provision will be included in all subagreements where local procurement of goods or services is a supported element.

[END OF PROVISION]

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

Requirements for Voluntary Sterilization Programs

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

Prohibition on Abortion-Related Activities:

- (1) No funds made available under this award will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term “motivate”, as it relates to family planning assistance, shall not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.
- (2) No funds made available under this award will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.

23. PUBLICATIONS AND MEDIA RELEASES (MARCH 2006)

- a. The recipient shall provide the USAID Cognizant Technical Officer one copy of all published works developed under the award with lists of other written work produced under the award. In addition, the recipient shall submit final documents in electronic format unless no electronic version exists at the following address:

Online (preferred)
<http://www.dec.org/submit.cfm>

Mailing address:
Document Acquisitions
USAID Development Experience Clearinghouse (DEC)
8403 Colesville Road Suite 210
Silver Spring, MD 20910-6368
Contract Information
Telephone (301) 562-0641
Fax (301) 588-7787
E-mail: docsubmit@dec.cdie.org

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

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

- b. In the event award funds are used to underwrite the cost of publishing, in lieu of the publisher assuming this cost as is the normal practice, any profits or royalties up to the amount of such cost shall be credited to the award unless the schedule of the award has identified the profits or royalties as program income.
- c. Except as otherwise provided in the terms and conditions of the award, the author or the recipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this award, but USAID reserves a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

[END OF PROVISION]

24. *PARTICIPANT TRAINING (April 1998)*

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

[END OF PROVISION]

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

- a. Except as modified by the schedule of this cooperative agreement, 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 cooperative agreement. The recipient shall take all reasonable steps to comply with all appropriate directions or instructions which the Agreement Officer may prescribe as reasonably necessary for the protection of the Government property.
- c. The recipient shall prepare and establish a program, to be approved by the appropriate USAID Mission, for the receipt, use, maintenance, protection, custody and care of equipment, materials and supplies for which it has custodial responsibility, including the establishment of reasonable controls to enforce such program. The recipient shall be guided by the following requirements:
 - (1) Property Control: The property control system shall include but not be limited to the following:
 - (i) Identification of each item of cooperating country property acquired or furnished under the award by a serially controlled identification number and by description of item. Each item must be clearly marked "Property of (insert name of cooperating country)."
 - (ii) The price of each item of property acquired or furnished under this award.
 - (iii) The location of each item of property acquired or furnished under this award.
 - (iv) A record of any usable components which are permanently removed from items of cooperating country property as a result of modification or otherwise.
 - (v) A record of disposition of each item acquired or furnished under the award.
 - (vi) Date of order and receipt of any item acquired or furnished under the award.
 - (vii) The official property control records shall be kept in such condition that at any stage of completion of the work under this award, the status of property acquired or furnished under this award may be readily ascertained. A report of current status of all items of property acquired or furnished under the award shall be submitted yearly concurrently with the annual report.
 - (2) Maintenance Program: The recipient's maintenance program shall be consistent with sound business practice, the terms of the award, and provide for:
 - (i) disclosure of need for and the performance of preventive maintenance,

- (ii) disclosure and reporting of need for capital type rehabilitation, and
- (iii) recording of work accomplished under the program:
 - (A) Preventive maintenance - Preventive maintenance is maintenance generally performed on a regularly scheduled basis to prevent the occurrence of defects and to detect and correct minor defects before they result in serious consequences.
 - (B) Records of maintenance - The recipient's maintenance program shall provide for records sufficient to disclose the maintenance actions performed and deficiencies discovered as a result of inspections.
 - (C) A report of status of maintenance of cooperating country property shall be submitted annually concurrently with the annual report.

d. Risk of Loss:

- (1) The recipient shall not be liable for any loss of or damage to the cooperating country property, or for expenses incidental to such loss or damage except that the recipient shall be responsible for any such loss or damage (including expenses incidental thereto):
 - (i) Which results from willful misconduct or lack of good faith on the part of any of the recipient's directors or officers, or on the part of any of its managers, superintendents, or other equivalent representatives, who have supervision or direction of all or substantially all of the recipient's business, or all or substantially all of the recipient's operation at any one plant, laboratory, or separate location in which this award is being performed;
 - (ii) Which results from a failure on the part of the recipient, due to the willful misconduct or lack of good faith on the part of any of its directors, officers, or other representatives mentioned in (i) above:
 - (A) to maintain and administer, in accordance with sound business practice, the program for maintenance, repair, protection, and preservation of cooperating country property as required by (i) above, or
 - (B) to take all reasonable steps to comply with any appropriate written directions of the Agreement Officer under (b) above;
 - (iii) For which the recipient is otherwise responsible under the express terms designated in the schedule of this award;
 - (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 Recipient is otherwise reimbursed, but only to the extent of such insurance or reimbursement;
 - (vi) Provided, that, if more than one of the above exceptions shall be applicable in any case, the recipient's liability under any one exception shall not be limited by any other exception.
- (2) The recipient shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance, or any provision for a reserve, covering the risk of loss of or damage to the cooperating country property, except to the extent that USAID may have required the recipient to carry such insurance under any other provision of this award.
- (3) Upon the happening of loss or destruction of or damage to the cooperating country property, the recipient shall notify the Agreement Officer thereof, shall take all reasonable steps to protect the cooperating country property from further damage, separate the damaged and undamaged cooperating country property, put all the cooperating country property in the best possible order, and furnish to the Agreement Officer a statement of:
- (i) The lost, destroyed, or damaged cooperating country property;
 - (ii) The time and origin of the loss, destruction, or damage;
 - (iii) All known interests in commingled property of which the cooperating country property is a part; and
 - (iv) The insurance, if any, covering any part of or interest in such commingled property.
- (4) The recipient shall make repairs and renovations of the damaged cooperating country property or take such other action as the Agreement Officer directs.
- (5) In the event the recipient is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to the cooperating country property, it shall use the proceeds to repair, renovate or replace the cooperating country property involved, or shall credit such proceeds against the cost of the work covered by the award, or shall otherwise reimburse USAID, as directed by the Agreement Officer. The recipient shall do nothing to prejudice USAID's right to recover against third parties for any such loss, destruction, or damage, and upon the request of the Agreement Officer, shall, at the Government's expense, furnish to USAID all reasonable assistance and cooperation (including assistance in the prosecution of suits and the execution of instruments or assignments in favor of the Government) in obtaining recovery.

- e. Access: USAID, and any persons designated by it, shall at all reasonable times have access to the premises wherein any cooperating country property is located, for the purpose of inspecting the cooperating country property.
- f. Final Accounting and Disposition of Cooperating Country Property: Within 90 days after completion of this award, or at such other date as may be fixed by the Agreement Officer, the recipient shall submit to the Agreement Officer an inventory schedule covering all items of equipment, materials and supplies under the recipient's custody, title to which is in the cooperating country or public or private agency designated by the cooperating country, which have not been consumed in the performance of this award. The recipient shall also indicate what disposition has been made of such property.
- g. Communications: All communications issued pursuant to this provision shall be in writing.

[END OF PROVISION]

26. PUBLIC NOTICES (MARCH 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.

[END OF PROVISION]

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

- a. If at the end of any funding period, the recipient has expended an amount of non-Federal funds less than the agreed upon amount or percentage of total expenditures, the Agreement Officer may apply the difference to reduce the amount of USAID incremental funding in the following funding period. If the award has expired or has been terminated, the Agreement Officer may require the recipient to refund the difference to USAID.
- b. The source, origin and nationality requirements and the restricted goods provision established in the Standard Provision entitled "USAID Eligibility Rules for Goods and Services" do not apply to cost sharing (matching) expenditures.

[END OF PROVISION]

28. *REPORTING OF FOREIGN TAXES (March 2006)*

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

[END OF PROVISION]

29. FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (January 2002)

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

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

[END OF PROVISION]

30. USAID DISABILITY POLICY - ASSISTANCE (DECEMBER 2004)

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

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

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

[END OF PROVISION]

31. ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (JUNE 2005)

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

[END OF PROVISION]

32. CONDOMS (JUNE 2005)

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

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

[END OF PROVISION]

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

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

b. Except as noted in the second sentence of this paragraph, as a condition of entering into this agreement or any subagreement, a non-governmental organization or public international organization recipient/subrecipient must have a policy explicitly opposing prostitution and sex trafficking. The following organizations are exempt from this paragraph: the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.

c. The following definition applies for purposes of this provision:

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

d. The recipient shall insert this provision, which is a standard provision, in all subagreements.

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

[END OF PROVISION]

34. PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (JUNE 1999)

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

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

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

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

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

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

[END OF PROVISION]

ATTACHMENT E:

**ENVIRONMENTAL COMPLIANCE
DETERMINATION**

**INITIAL ENVIRONMENTAL EXAMINATION
SUMMARY AND SIGNATURE PAGE**

PROGRAM/ACTIVITY DATA:

Program/Activity Number: (TBD)

Country/Region: Africa (Global Health Bureau), in President's Malaria Initiative countries

Program Title: Malaria Communities Program (MCP)

Funding Begin: FY 2007 **Funding End:** September 30, 2011

IEE Amendment (Y/N): N

Current Date: March 19, 2007

ENVIRONMENTAL ACTION RECOMMENDED:

Categorical Exclusion: X Negative Determination: X

Positive Determination: _____ Deferral: _____

ADDITIONAL ELEMENTS: (Place X where applicable)

CONDITIONS X

SUMMARY OF FINDINGS:

The activities under this Initial Environmental Examination (IEE) will provide support at the community level for malaria prevention activities. These activities will be carried out in collaboration with implementing partners for the President's Malaria Initiative (PMI). The PMI activities themselves are covered under their own IEEs, Programmatic Environmental Assessments (PEA), country-level Supplemental Environmental Assessments (SEA), and Pesticide Evaluation Report and Safer Use Action Plans (PERSUAP) and are not covered in this IEE.

A Categorical Exclusion is recommended for the following activities except to the extent that the activities directly affect the environment (such as construction of facilities), pursuant to 22 CFR 216.2(c)(1) and:

- a) 22 CFR 216.2(c)(2)(i), for activities involving education, training, technical assistance or training programs;
- b) 22 CFR 216.2(c)(2)(v), for activities involving document and information transfers;
- c) 22 CFR 216.2(c)(2)(viii), for programs involving nutrition, health care, or family planning services except to the extent designed to include activities directly affecting the environment (such as construction of facilities, water supply systems, waste water treatment, etc.);
- (d) 22 CFR 216.2(c)(2)(xiv), for studies, projects or programs intended to develop the capability of recipient countries and organizations to engage in development planning.

- Provide information, education and communication (IEC), including household and community mobilization, to support IRS spraying activities
- Support promotion of intermittent preventive treatment of pregnant women in government health facilities helping to increase the proportion of pregnant women who receive at least two doses of intermittent preventive therapy (IPT)

ADDITIONAL CLEARANCE FROM AFR REGIONAL BUREAU:

Africa Bureau Environmental Officer signed 3/22/07

INITIAL ENVIRONMENTAL EXAMINATION

PROGRAM/ACTIVITY DATA:

Program/Activity Number:

Country/Region: Africa (Global Health Bureau), in President's Malaria Initiative countries

Program Title: Malaria Communities Program (MCP)

Funding Begin: FY 2007 **Funding End:** September 30, 2011

IEE Amendment (Y/N): N

Current Date: March 19, 2007

1.0 BACKGROUND AND ACTIVITY/PROGRAM DESCRIPTION

1.1 Purpose and Scope of IEE

The purpose of this Initial Environmental Examination (IEE) is to comprehensively review the activities USAID anticipates implementing across the Africa region under the Malaria Communities Program (MCP) (a program to complement activities undertaken as part of the President's Malaria Initiative (PMI)), and provide threshold determinations of environmental impact and conditions for mitigation if appropriate. This IEE is intended to fulfill the environmental review requirements of the U.S. Agency for International Development's (USAID's) environmental regulations, found in 22CRF216.

The activities under this Initial Environmental Examination (IEE) will provide support at the community level for malaria prevention activities. These activities will be carried out in collaboration with implementing partners for the President's Malaria Initiative (PMI). The PMI activities themselves are covered under their own IEEs, Programmatic Environmental Assessments (PEA), country-level Supplemental Environmental Assessments (SEA), and Pesticide Evaluation Report and Safer Use Action Plans (PERSUAP) and are not addressed in this IEE.

1.2 Background

Malaria is one of the most common and serious tropical diseases. It causes at least a million deaths yearly, the majority of which occur in sub-Saharan Africa. More than half of the world's population is at risk of acquiring malaria, but young children and pregnant women have the highest risk of both malaria infection and malaria mortality. In addition to poverty and climate, other risk factors for malaria include poor quality health facilities and systems, drug and insecticide resistance for the pathogen and its vectors, and changing ecological conditions that support existence of the vectors at elevations that were previously malaria-free.

USAID's malaria program is part of the US government (USG) foreign assistance program and contributes to the USG goal of "Helping to build and sustain democratic, well-governed states that will respond to the needs of their people and conduct themselves responsibly in the international system." Malaria activities fall under Objective 3 - Investing in People, under the Health Program, and they are reported on under the Malaria element 1.3. The goal of the PMI is to prevent 50 percent of malarial deaths in 15 of the worst-hit countries in Africa. For more information on the President's Malaria Initiative, see <http://www.fightingmalaria.gov/index.html>.

1.3 Description of Activities

The MCP was announced by First Lady Laura Bush on December 14, 2006, at the White House Summit to offer opportunities specifically aimed at fostering new partners, including local community-based and indigenous groups in PMI focus countries. The MCP seeks to award individual small grants to new partners, both US-based and organizations indigenous to Africa PMI-focus countries, to implement malaria prevention and control activities. The grants to be awarded under the MCP will include one or more of the following elements:

- Support for distribution and promotion of correct and consistent use of insecticide treated nets (ITNs) in both routine and campaign settings in order to increase the overall number used by pregnant women and children under five;
- Partner in the promotion and implementation of bednet retreatment campaigns;
- Provide information, education and communication (IEC), including household and community mobilization, to support IRS spraying activities;
- Support promotion of intermittent preventive treatment of pregnant women in government health facilities helping to increase the proportion of pregnant women who receive at least two doses of IPT;
- Provide IEC aimed to support appropriate health seeking behavior and increasing early and effective treatment of malaria and treatment adherence;
- Support community health workers in malaria community case management (i.e. home-based management of fever) activities and promoting correct and consistent use of ITNs by members of their community; and
- Build malaria prevention and promotional activities on to existing community-based HIV/AIDS programs.

MCP recipient organizations will work with and in direct complement to existing USAID partners who are associated with and have undergone environmental assessments according to the Agency's regulations and who are following these findings and determinations.

MCP recipients are not expected to procure commodities including those associated with pesticides under this Program, and such procurement is not covered by this IEE. Instead, recipients will partner with the host country government, PMI and other malaria control partners who are currently supporting the procurement and distribution of malaria commodities. PMI-funded activities will be covered by their own environmental compliance documents. MCP recipients will focus on complementing these efforts by supporting the non-commodity aspects of a comprehensive malaria program (i.e. health education and promotion, community mobilization, and extending direct beneficiary reach of the PMI-supported interventions).

2.0 COUNTRY AND ENVIRONMENTAL INFORMATION

The activities funded under the MCP will occur only in the 15 President's Malaria Initiative focus countries, as these community-based activities will directly complement the more commodity-focused PMI activities of bednet procurement and indoor residual spraying. The PMI activities

themselves are covered under their own IEEs, Programmatic Environmental Assessments (PEA), country-level Supplemental Environmental Assessments (SEA), and Pesticide Evaluation Report and Safer Use Action Plans (PERSUAP) and are not covered in this IEE. The countries selected for PMI activities were those with the highest malaria mortality, and are shown below in Table 1.

Table 1. List of President’s Malaria Initiative (PMI) countries

Angola	Benin	Ethiopia
Ghana	Kenya	Liberia
Madagascar	Malawi	Mali
Mozambique	Rwanda	Senegal
Tanzania	Uganda	Zambia

3.0 EVALUATION OF ENVIRONMENTAL IMPACT POTENTIAL AND RECOMMENDED THRESHOLD DECISIONS AND PREVENTION/MITIGATION ACTIONS

The Environmental Determination for the MCP falls into two categories, and is presented below in Table 2. The activities related to training, health promotion and community mobilization justify Categorical Exclusions, pursuant to 22 CFR §216.2(c)(1) and (2), because the actions do not have an effect on the natural or physical environment.

The remaining activities may involve insecticide-treated materials (ITM) and/or medical waste that are not already covered by PMI environmental compliance documents, so these activities justify a negative determination, with the conditions as described below and summarized in Table 2.

The Africa Bureau has prepared a document entitled *Programmatic Environmental Assessment for Insecticide-treated Materials (PEA ITM) in USAID Activities in Sub-Saharan Africa*, which describes the risks associated with the use of ITMs, including bednets and curtains. Health and environmental risks from the use of ITMs include potential exposure of humans and the environment during production, distribution, storage, use, and disposal of pesticides, and a certain amount of exposure of persons using ITMs to pesticide vapors released from the materials. The CTO must work with the PMI country teams and the MCP implementing partners to ensure that the risks to humans and the environment are minimized, and that adequate safety precautions are observed, by following the guidance provided in the PEA ITM which can be found on the web at http://www.afr-sd.org/documents/iee/docs/32AFR2_ITM_PEA.doc

The public health community has taken the issue of risk from ITM pesticides seriously, and effective guidance documents are already available as resources for ITM program managers. WHO’s Roll Back Malaria web site hosts a collection of WHO and other documents on all the RBM program issues, including those related to effective and safe use of insecticides in ITM programs. (See <http://mosquito.who.int>, multiple prevention, insecticide-treated materials). An excellent resource for all aspects of ITM program management, including avoiding environmental or health problems with this technology, is a manual prepared for the

Malaria Consortium, titled, “Insecticide Treated Net Projects: A Handbook for Managers.”ⁱ

The CTO must also work with the PMI country health teams and their implementing partners to assure, to the extent possible, that the medical facilities and operations involved have adequate procedures and capacities in place to properly handle, label, treat, store, transport and properly dispose of blood, sharps and other medical waste associated with malaria diagnosis and treatment. The ability of the health teams to assure such procedures and capacity is understood to be limited by its level of control over the management of the facilities and operations that USAID PMI and MCP are supporting.

The USAID Bureau for Africa’s Environmental Guidelines for Small Scale Activities in Africa (EGSSAA) Chapter 8, “[Healthcare Waste: Generation, Handling, Treatment and Disposal](http://encapafrika.org/SmallScaleGuidelines.htm)” (found at this URL: <http://encapafrika.org/SmallScaleGuidelines.htm>) contains guidance which should inform the Team’s activities to promote proper handling and disposal of medical waste, particularly in the section titled, “Minimum elements of a complete waste management program.” The program is also encouraged to make use of the attached “Minimal Program Checklist and Action Plan” for handling healthcare waste, which was adapted from the above EGSSAA chapter and which should be further adapted for use in USAID/[country] programs. Another useful reference is “WHO’s Safe Management of Wastes from Healthcare Activities” found at http://www.who.int/water_sanitation_health/medicalwaste/wastemanag/en/

Table 2. Summary of Environmental Determinations and Conditions

Key Elements of Program/Activities	Threshold Determination & 22 CFR 216 Citation	Impact Issues & Mitigation Conditions and/or Proactive Interventions
------------------------------------	-----------------------------------------------	----------------------------------------------------------------------

Key Elements of Program/Activities	Threshold Determination & 22 CFR 216 Citation	Impact Issues & Mitigation Conditions and/or Proactive Interventions
<p>1. Provide information, education and communication (IEC), including household and community mobilization, to support IRS spraying activities</p> <p>2. Support promotion of intermittent preventive treatment of pregnant women in government health facilities helping to increase the proportion of pregnant women who receive at least two doses of intermittent preventive therapy (IPT)</p> <p>3. Provide IEC aimed to support appropriate health seeking behavior and increasing early and effective treatment of malaria and treatment adherence</p> <p>4. Support community health workers in malaria community case management (i.e. home-based management of fever) activities and promoting correct and consistent use of ITNs by members of their community</p>	<p>Categorical Exclusion pursuant to 22 CFR 216.2(c)(1) and:</p> <p>a) 22 CFR 216.2(c)(2)(i), for activities involving education, training, technical assistance or training programs;</p> <p>b) 22 CFR 216.2(c)(2)(v), for activities involving document and information transfers;</p> <p>c) 22 CFR 216.2(c)(2)(viii), for programs involving nutrition, health care, or family planning services</p> <p>(d) 22 CFR 216.2(c)(2)(xiv), for studies, projects or programs intended to develop the capability of recipient countries and organizations to engage in development planning.</p>	<p>No biophysical are interventions involved</p> <p>The categorical exclusion applies except to the extent that activities might directly affect the environment (such as construction of facilities, water supply systems, waste water treatment extent designed to include activities, etc.)</p>

Key Elements of Program/Activities	Threshold Determination & 22 CFR 216 Citation	Impact Issues & Mitigation Conditions and/or Proactive Interventions
<p>1. Support for distribution and promotion of correct and consistent use of insecticide treated nets (ITNs) in both routine and campaign settings in order to increase the overall number used by pregnant women and children under five</p> <p>2. Partner in the promotion and implementation of bednet retreatment campaigns</p> <p>3. Build malaria prevention and promotional activities on to existing community-based HIV/AIDS programs</p>	<p>Negative Determination with Conditions 22 CFR 216.3 (a)(2)(iii)</p> <p>Deferred: Treatment or retreatment of nets</p>	<p>If provision of supplies will include insecticide treated bednets (ITNs), the USAID Health Team in the mission and their partner organizations will be required to use reliable brands of long-lasting treated nets and adhere to the stipulations made in the USAID Africa Bureau Programmatic Environmental Assessment for Insecticide-Treated Materials in USAID Activities in Sub-Saharan Africa .</p> <p>If a need for net treatment or retreatment arises under this funding and is not already covered under the PMI activity, the USAID Health Team in the mission will draft and gain approval for a “Pesticide Evaluation Report and Safer Use Action Plan” (PERSUAP) for the ITN program.</p> <p>For activities that involve collection, storage and disposal of biological samples, the program must make reasonable efforts to assure development and implementation of an adequate medical waste management program. Consult EGSSA (www.encapafrika.org) and utilize the Minimal Program Checklist (Annex A).</p>

MONITORING AND COMPLIANCE ASSURANCE

Monitoring and compliance measures

As required by ADS 204.3.4, the MCP CTO and implementing partners will actively monitor and evaluate whether environmental consequences unforeseen under activities covered by this Request for Categorical Exclusion arise during implementation, and modify or end activities as appropriate. If additional activities are added that are not described in this document, an amended environmental examination must be prepared.

All grants or other monetary transfers of USAID funds (e.g., subgrants) to support this program's activities must incorporate provisions that the activities to be undertaken will comply with the environmental determinations and recommendations of this IEE. This includes assurance that the activities conducted with USAID funds fit within those described in the approved IEE or IEE amendment and that any mitigating measures required for those activities be followed. USAID PMI missions are responsible for assuring that implementing partners have the human capacity necessary to incorporate environmental considerations into program planning and implementation and to take on their role in the Environmental Screening Process. Implementing partners should seek training as needed, such as through participation in the Africa Bureau's regional ENCAP training courses.

Implementing partners' annual reports and, as appropriate, progress reports shall contain a brief update on mitigation and monitoring measures being implemented, results of environmental monitoring, and any other major modifications/revisions in the development activities, and mitigation and monitoring procedures.

ⁱ Chavasse DC, Reed C, Attawell K. 1999b. *Insecticide Treated Net Projects: A Handbook for Managers*. London, England: Malaria Consortium, London School of Tropical Hygiene and Tropical Medicine.