

MODIFICATION OF ASSISTANCE

Page 1 of 3

| | | | |
|-------------------------------------|--|---|--|
| 1. MODIFICATION NUMBER 16 | 2. EFFECTIVE DATE OF MODIFICATION SEE BLOCK 15 | 3. AWARD NUMBER: RRX-A-00-99-00016-00 | 4. EFFECTIVE DATE OF AWARD: 09-30-1999 |
|-------------------------------------|--|---|--|

| | |
|---|---|
| 5. GRANTEE: Academy for Educational Development 1825 Connecticut Avenue, NW Washington, DC 20009-5721 DUNS NO.: 071031260 TIN NO.: 136110212 LOC NO.: 72-00-1518 | 6. ADMINISTERED BY: US Agency for International Development Office of Acquisition and Assistance M/OAA/GH/HIDM Rm. 7.09-072 1300 Pennsylvania Avenue, NW Washington, DC 20523 |
|---|---|

| | |
|--|---|
| 7. FISCAL DATA: Amount Obligated: \$5,439,632.00 Budget Fiscal Year: 0 Operating Unit: Strategic Objective: Team/Division: Benefiting Geo Area: Object Class: | 8. TECHNICAL OFFICE: GH/HIDM/ID, Irene Koek 9. PAYMENT OFFICE: US Agency for International Development Office of Financial Management M/PM/CMP Rm. 7.07-104A 1300 Pennsylvania Avenue, NW Washington, DC 20523 |
|--|---|

| | | |
|------------------------------------|-------------------------|------------------------|
| 10. FUNDING SUMMARY: | <u>Obligated Amount</u> | <u>Total Est. Amt.</u> |
| Amount Prior to this Modification: | \$38,449,000.00 | \$65,422,176.00 |
| Change Made by this Modification: | \$ 5,439,632.00 | |
| New/Current Total: | \$43,888,632.00 | \$65,422,176.00 |

11. DESCRIPTION OF MODIFICATION:
 The purpose of this modification is (1) to provide incremental funding in the amount of \$5,439,632 which brings the amount obligated from \$38,449,000 to \$43,888,632 with \$21,533,544 remaining to be obligated; and (2) include the Marking Provision as per AAPD 05-11 requiring the recipient to propose and submit a plan for implementing the requirements of this provision within 45 days after the effective date of this modification.

Due to this modification, the specific changes are as follows:

1. ACCOUNTING AND APPROPRIATION DATA

1. In Section A, General, line 2, delete the Total Obligated USAID Amount of "\$38,449,000" and substitute in lieu thereof "\$43,888,632".

(Continue on Page 2)

12. THIS MODIFICATION IS ENTERED INTO PURSUANT TO THE AUTHORITY OF THE FOREIGN ASSISTANCE ACT OF 1961 AS AMENDED. EXCEPT AS SPECIFICALLY HEREIN AMENDED, ALL TERMS AND CONDITIONS OF THE GRANT REFERENCED IN BLOCK #3 ABOVE, AS IT MAY HAVE HERETOFORE BEEN AMENDED, REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

13. GRANTEE: IS IS NOT REQUIRED TO SIGN THIS DOCUMENT TO RECONFIRM ITS AGREEMENT WITH THE CHANGES EFFECTED HEREIN

14. GRANTEE:

BY: *M. Burns Parlato*
 Margaret Burns Parlato
(Name Typed or Printed)

TITLE: Senior Vice President

DATE: June 22, 2006

15. THE UNITED STATES OF AMERICA
 U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT

BY: *Bruce Baltas*
 Bruce Baltas
(Name Typed or Printed)

TITLE: Agreement Officer

DATE: 6/26/06



HRN-A-00-99-00016-00
Modification No. 16
Page 2 of 3

2. In Section B. Specific, add the following:

*NMS Request No.: 1657
Organization: 12603

Commitment Title: HRN-A-00-99-00016.A
Commitment Doc. Type/Number: FS / 06GH-AFR-HRN-A-00-99-00016.A
Line Nbr.: 1
BBFY: 2006
EBFY: 2007
Fund: CD
OP Unit: ETHIOPIA
Strategic Objective: 663-014
Distribution: 663-W
BGA: 663
SOC: 252910
Amount Obligated: \$741,000.00

Line Nbr.: 2
BBFY: 2006
EBFY: 2007
Fund: CD
OP Unit: TANZANIA
Strategic Objective: 621-011
Distribution: 621-W
BGA: 621
SOC: 252910
Amount Obligated: \$780,000.00

Line Nbr.: 3
BBFY: 2006
EBFY: 2007
Fund: CD
OP Unit: UGANDA
Strategic Objective: 617-008
Distribution: 617-W
BGA: 617
SOC: 252910
Amount Obligated: \$1,010,000.00

Commitment Title: HRN-A-00-99-00016.B
Commitment Doc. Type/Number: FS / 06GH-AFR-HRN-A-00-99-00016.B

HRN-A-00-99-00016-00
 Modification No. 16
 Page 3 of 3

| | |
|----------------------|----------------|
| Line Nbr.: | 1 |
| BBFY: | 2006 |
| EBFY: | 2007 |
| Fund: | CD |
| OP Unit: | ANGOLA |
| Strategic Objective: | 654-011 |
| Distribution: | 654-W |
| BGA: | 654 |
| SOC: | 252910 |
| Amount Obligated: | \$2,908,632.00 |

II. ATTACHMENTS

1. SCHEDULE, in Section 1.3, Amount of Award and Payment, paragraph (b), delete the obligated amount of "\$38,449,000" and substitute in lieu thereof "\$43,888,632".

3. STANDARD PROVISIONS, add 3.25. "MARKING UNDER USAID-FUNDED ASSISTANCE INSTRUMENT (December 2005)" which is hereby incorporated and attached (4 pages).

Except as herein modified, all other terms and conditions remain unchanged and in full force and effect.

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."

(1) 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 45 days after the effective date of this provision. The plan will include:

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

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

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

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

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

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

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

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

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

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

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

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

approved plan with the time specified by the Agreement Officer may be considered as noncompliance with the requirements of this provision.

(d) Waivers.

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

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

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

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

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

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