

MODIFICATION OF ASSISTANCE

Page 1 of 2

1. MODIFICATION NUMBER 05	2. EFFECTIVE DATE OF MODIFICATION See Block 15	3. AWARD NUMBER: 690-A-00-04-00254-00	4. EFFECTIVE DATE OF AWARD: 08-30-2004
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5. GRANTEE: Population Services International 1120 19th Street NW Suite 900 Washington DC 20036 USA DUNS NO.: 040054827 TIN NO.: 640942853 LOC NO.: 72-00-1584	6. ADMINISTERED BY: Regional Acquisition and Assistance Office USAID/Southern Africa 100 Totius Street P.O. Box 43 Pretoria, 0027, South Africa
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7. FISCAL DATA: Amount Obligated: \$2,677,000 Budget Fiscal Year: 2007 Operating Unit: Angola Strategic Objective: See page 3 for complete financial data Team/Division: Benefiting Geo Area: Object Class:	8. TECHNICAL OFFICE: USAID/Angola 9. PAYMENT OFFICE: M/FM/CMP/DCB USAID/WASHINGTON, RONALD REAGAN BUILDING 1300 PENNSYLVANIA AVE., N.W. WASHINGTON D.C 20520-7700 USA
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10. FUNDING SUMMARY:	Obligated Amount	Total Est. Amt.
Amount Prior to this Modification:	\$ 8,778,991.00	\$11,268,448.00
Change Made by this Modification:	\$ 2,677,000.00	\$ 187,543.00
New/Current Total:	\$11,455,991.00	\$11,455,991.00

11. DESCRIPTION OF MODIFICATION:

The purpose of this modification is to 1) increase the total estimated cost by \$187,543 from \$11,268,448 to \$11,455,991; 2) increase the total obligated amount by \$2,677,000 from \$8,778,991 to \$11,455,991; and 3) extend the period of performance by one year from 9/30/2007 to 9/30/2008.

Accordingly, the Cooperative Agreement is modified as follows:

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: <u>Doug K. Stevens</u> <i>Doug K. Stevens</i> (Name Typed or Printed) TITLE: <u>Chief Financial Officer</u> DATE: <u>07/24/2007</u>	15. THE UNITED STATES OF AMERICA U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT BY: <u>Kent Howard</u> <i>Kent Howard</i> (Name Typed or Printed) TITLE: <u>Regional Agreement Officer</u> DATE: <u>9/24/07</u>
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**MODIFICATION OF ASSISTANCE
CONTINUATION PAGE**

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Page 2 of 2

ASSISTANCE NO.

690-A-00-04-00254-00

MODIFICATION NO.

05

11. DESCRIPTION OF MODIFICATION (CONTINUED)

Page 5, A. GENERAL, 1. Total Estimated USAID Amount; delete "\$11,268,448" and replace with "\$11,455,991."

Page 5, A. GENERAL, 2. Total Obligated USAID Amount; delete "\$8,778,991" and replace with "\$11,455,991."

Page 5, B. Specific; include the following financial data:

(1) MAARD No.:	654-A11-3-70034	(2) MAARD No.:	654-A11-3-70034
Fund:	GD-X	Fund:	CD-AIDS
Funds BBFY:	2007/GD-X	Funds BBFY:	2007/2008-CD-AIDS
Program Area:	A11	Program Area:	A11
Distribution:	654-M	Distribution:	654-M
Program Element:	A047	Program Element:	A047
EOCC:	4100201	EOCC:	4100201
Amount:	\$400,000 *	Amount:	\$1,617,000 **
(3) MAARD No.:	654-A11-3-70034		
Fund:	CD		
Funds BBFY:	2007/2008-CD		
Program Area:	A11		
Distribution:	654-M		
Program Element:	A049		
EOCC:	4100201		
Amount:	\$660,000 ***		

* Gifts and Donations Funding from Banco de Fomento Angola for Jango Juvenil program component.

** HIV/AIDS Funding

*** Malaria Funding

Total Obligated Amount under Basic Award	\$ 3,245,000
Total Obligated Amount under Modification No. 2	\$ 2,683,212
Total Obligated Amount under Modification No. 3	\$ 900,000
Total Obligated Amount under Modification No. 4	\$ 1,950,779
Total Obligated Amount under Modification No. 5	\$ 2,677,000
Total Obligated Amount	\$11,455,991

All other terms and conditions of subject cooperative agreement, as have heretofore been amended, remain unchanged.

[End of Modification No. 05]

MODIFICATION OF ASSISTANCE

Page 1 of 2

1. MODIFICATION NUMBER 4	2. EFFECTIVE DATE OF MODIFICATION see Block 15	3. AWARD NUMBER: 690-A-00-04-00252-00	4. EFFECTIVE DATE OF AWARD: 08-30-2004												
5. GRANTEE: Population Services International 1120 19th Street NW Suite 800 Washington DC 20036 DUNS NO.: 040054827 TIN NO.: 560942853 LOC NO.: 72-00-1584		6. ADMINISTERED BY: Regional Contracting Office USAID/RCSA P.O. Box 2427 Plot 14818 Lebatlane Road Gaborone West Extension 6 Gaborone Botswana													
7. FISCAL DATA: Amount Obligated: \$1,950,779.00 Budget Fiscal Year: 2006 Operating Unit: Angola Strategic Objective: SO11 Team/Division: SO11 Benefiting Geo Area: Object Class:		8. TECHNICAL OFFICE: USAID Angola SO 11 9. PAYMENT OFFICE: USAID/Washington Office of Financial Management M/FM/CMP/GIS 1300 Pennsylvania Ave NW Washington DC 20523-7700													
10. FUNDING SUMMARY: <table style="width:100%; margin-left: 400px;"> <thead> <tr> <th></th> <th style="text-align: right;">Obligated Amount</th> <th style="text-align: right;">Total Est. Amt.</th> </tr> </thead> <tbody> <tr> <td>Amount Prior to this Modification:</td> <td style="text-align: right;">\$6,828,212.00</td> <td style="text-align: right;">\$11,268,448.00</td> </tr> <tr> <td>Change Made by this Modification:</td> <td style="text-align: right;">\$1,950,779.00</td> <td></td> </tr> <tr> <td>New/Current Total:</td> <td style="text-align: right;">\$8,778,991.00</td> <td style="text-align: right;">\$11,268,448.00</td> </tr> </tbody> </table>					Obligated Amount	Total Est. Amt.	Amount Prior to this Modification:	\$6,828,212.00	\$11,268,448.00	Change Made by this Modification:	\$1,950,779.00		New/Current Total:	\$8,778,991.00	\$11,268,448.00
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Amount Prior to this Modification:	\$6,828,212.00	\$11,268,448.00													
Change Made by this Modification:	\$1,950,779.00														
New/Current Total:	\$8,778,991.00	\$11,268,448.00													
11. DESCRIPTION OF MODIFICATION: The purpose of this modification is to: 1) provide incremental funding in the amount of \$1,950,779.00, thus increasing the total obligated amount from \$6,828,212 to \$8,778,991.00; 2) revise the "Key Personnel" section; and 3) revise/update noted standard provisions. Accordingly, the Cooperative Agreement is hereby modified as follows:															
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: <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT REQUIRED TO SIGN THIS DOCUMENT TO RECONFIRM ITS AGREEMENT WITH THE CHANGES EFFECTED HEREIN															
14. GRANTEE: BY: <u>Sally G Cowal</u> <u>COWAL</u> (Name Typed or Printed) TITLE: <u>Sr. Vice President</u> DATE: <u>9/7/06</u>		15. THE UNITED STATES OF AMERICA U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT BY: <u>Kent J. Howard</u> <u>Kent J. Howard</u> (Name Typed or Printed) TITLE: <u>Regional Agreement Officer</u> DATE: <u>8/22/06</u>													

MODIFICATION OF ASSISTANCE

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1. MODIFICATION NUMBER 4	2. EFFECTIVE DATE OF MODIFICATION see Block 15	3. AWARD NUMBER: 690-A-00-04-00252-00	4. EFFECTIVE DATE OF AWARD: 08-30-2004
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5. GRANTEE: Population Services International 1120 19th Street NW Suite 800 Washington DC 20036 DUNS NO.: 040054827 TIN NO.: 560942853 LOC NO.: 72-00-1584	6. ADMINISTERED BY: Regional Contracting Office USAID/RCSA P.O. Box 2427 Plot 14818 Lebatlane Road Gaborone West Extension 6 Gaborone Botswana
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7. FISCAL DATA: Amount Obligated: \$1,950,779.00 Budget Fiscal Year: 2006 Operating Unit: Angola Strategic Objective: SO11 Team/Division: SO11 Benefiting Geo Area: Object Class:	8. TECHNICAL OFFICE: USAID Angola SO 11 9. PAYMENT OFFICE: USAID/Washington Office of Financial Management M/FM/CMP/GIB 1300 Pennsylvania Ave NW Washington DC 20523-7700
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Amount Prior to this Modification:	\$6,828,212.00	\$11,268,448.00
Change Made by this Modification:	\$1,950,779.00	
New/Current Total:	\$8,778,991.00	\$11,268,448.00

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The purpose of this modification is to: 1) provide incremental funding in the amount of \$1,950,779.00, thus increasing the total obligated amount from \$6,828,212 to \$8,778,991.00; 2) revise the "Key Personnel" section; and 3) revise/update noted standard provisions.

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12. THIS MODIFICATION IS ENTERED INTO PURSUANT TO THE AUTHORITY OFThe 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: _____ _____ (Name Typed or Printed) TITLE: _____ DATE: _____	15. THE UNITED STATES OF AMERICA U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT BY: <u><i>Kent J. Howard</i></u> _____ Kent J. Howard (Name Typed or Printed) TITLE: Regional Agreement Officer DATE: <u>8/22/06</u>
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MODIFICATION OF ASSISTANCE
CONTINUATION PAGE

PAGE NO.
PAGE 2

ASSISTANCENO. 690-A-00-04-00252-00	MODIFICATION NO. 4		
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1. DESCRIPTION OF MODIFICATION (CONTINUED)

1. Page 5, A. General, 2. Total Obligated USAID Amount; delete "US\$6,828,212" and replace with "US\$8,778,991.00."
2. Page 5, B. Specific, modify to include the following fund cites:
 - "a) PROJECT#: 6540011.10
STRATEGIC OBJECTIVE: 654-011
FUND: CD-AIDS
FUNDS BBFY: CD-AIDS/2006/2007
DISTRIBUTION: 654-M
MAARD#: MAARD-654-0011-3-60048
EOCC: 4100201
AMOUNT: \$1,350,779.00
 - b) PROJECT#: 6540011.10
STRATEGIC OBJECTIVE: 654-011
FUND: CD
FUNDS BBFY: CD/2006/2007
DISTRIBUTION: 654-M
MAARD#: MAARD-654-0011-3-60048
EOCC: 4100201
AMOUNT: \$600,000.00"
3. Page 7, A.2, Period of Agreement, paragraph 2, delete the date "September 30, 2005" and replace with "January 31, 2007."
4. Page 7, A.3, Amount of Award and Payment, paragraph 2, delete "\$6,828,212" and replace with "US\$8,778,991.00."
5. Page 11. A.11, Key Personnel, delete the names of personnel designated as key in their entirety and replace with the following:
 - "a) Tim Neville, Country Representative
 - b) Diana Gourvenec, Communications Director"
6. Page 19, Attachment III, STANDARD PROVISIONS, revise/update and/or incorporate the standard provisions provided in the attachment to this modification.

Except as specifically herein amended, all terms and conditions of the subject cooperative agreement, as it may have heretofore been amended, remain unchanged and in full force and effect.

[END OF MODIFICATION NO. 4]

**MODIFICATION OF ASSISTANCE
CONTINUATION PAGE**

PAGE NO.
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ASSISTANCENO. 690-A-00-04-00252-00	MODIFICATION NO. 04
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I. DESCRIPTION OF MODIFICATION (CONTINUED)

**ATTACHMENT 1
REVISED & NEW STANDARD PROVISIONS**

Single asterisk "*" denotes a revised standard provision
Double asterisk "**" denotes a new standard provision

C.1. APPLICABILITY OF 22 CFR PART 226 (May 2005) *

- a. All provisions of 22 CFR Part 226 and all Standard Provisions attached to this agreement are applicable to the recipient and to 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]

C.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]

C.31. 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]

C.32. 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]

C.33. 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 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 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]

C.19. 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.

[END OF MANDATORY PROVISIONS]

**REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR U.S.,
NONGOVERNMENTAL RECIPIENTS**

C.17 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]

C.20 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]

C.34. VOLUNTARY POPULATION PLANNING ACTIVITIES - SUPPLEMENTAL REQUIREMENTS (MAY 2006)**

a. Voluntary Participation and Family Planning Methods: (1) The recipient agrees to take any steps necessary to ensure that funds made available under this award will not be used to coerce any individual to practice methods of family planning inconsistent with such individual's moral, philosophical, or religious beliefs. Further, the recipient agrees to conduct its activities in a manner which safeguards the rights, health and welfare of all individuals who take part in the program. (2) Activities which provide family planning services or information to individuals, financed in whole or in part under this agreement, shall provide a broad range of family planning methods and services available in the country in which the activity is conducted or shall provide information to such individuals regarding where such methods and services may be obtained.

b. Requirements for Voluntary Family Planning Projects: (1) A Family planning project must comply with the requirements of this paragraph. (2) A project is a discrete activity through which a governmental or nongovernmental organization or public international organization provides family planning services to people and for which

funds obligated under this award, or goods or services financed with such funds, are provided under this award, except funds solely for the participation of personnel in short-term, widely attended training conferences or programs.

(3) Service providers and referral agents in the project shall not implement or be subject to quotas or other numerical targets of total number of births, number of family planning acceptors, or acceptors of a particular method of family planning. Quantitative estimates or indicators of the number of births, acceptors, and acceptors of a particular method that are used for the purpose of budgeting, planning, or reporting with respect to the project are not quotas or targets under this paragraph, unless service providers or referral agents in the project are required to achieve the estimates or indicators. (4) The project shall not include the payment of incentives, bribes, gratuities or financial rewards to (i) any individual in exchange for becoming a family planning acceptor or (ii) any personnel performing functions under the project for achieving a numerical quota or target of total number of births, number of family planning acceptors, or acceptors of a particular method of contraception. This restriction applies to salaries or payments paid or made to personnel performing functions under the project if the amount of the salary or payment increases or decreases based on a predetermined number of births, number of family planning acceptors, or number of acceptors of a particular method of contraception that the personnel affect or achieve. (5) No person shall be denied any right or benefit, including the right of access to participate in any program of general welfare or health care, based on the person's decision not to accept family planning services offered by the project. (6) The project shall provide family planning acceptors comprehensible information about the health benefits and risks of the method chosen, including those conditions that might render the use of the method inadvisable and those adverse side effects known to be consequent to the use of the method. This requirement may be satisfied by providing information in accordance with the medical practices and standards and health conditions in the country where the project is conducted through counseling, brochures, posters, or package inserts. (7) The project shall ensure that experimental contraceptive drugs and devices and medical procedures are provided only in the context of a scientific study in which participants are advised of potential risks and benefits. (8) With respect to projects for which USAID provides, or finances the contribution of, contraceptive commodities or technical services and for which there is no subaward or contract under this award, the organization implementing a project for which such assistance is provided shall agree that the project will comply with the requirements of this paragraph while using such commodities or receiving such services. (9) i) The recipient shall notify USAID when it learns about an alleged violation in a project of the requirements of subparagraphs (3), (4), (5) or (7) of this paragraph; ii) the recipient shall investigate and take appropriate corrective action, if necessary, when it learns about an alleged violation in a project of subparagraph (6) of this paragraph and shall notify USAID about violations in a project affecting a number of people over a period of time that indicate there is a systemic problem in the project. Iii) The recipient shall provide USAID such additional information about violations as USAID may request.

c. Additional Requirements for Voluntary Sterilization Programs: (1) None of the funds made available under this award shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization. (2) The recipient shall ensure that any surgical sterilization procedures supported in whole or in part by funds from this award are performed only after the individual has voluntarily appeared at the treatment facility and has given informed consent to the sterilization procedure. Informed consent means the voluntary, knowing assent from the individual after being advised of the surgical procedures to be followed, the attendant discomforts and risks, the benefits to be expected, the availability of alternative methods of family planning, the purpose of the operation and its irreversibility, and the option to withdraw consent anytime prior to the operation. An individual's consent is considered voluntary if it is based upon the exercise of free choice and is not obtained by any special inducement or any element of force, fraud, deceit, duress, or other forms of coercion or

misrepresentation. (3) Further, the recipient shall document the patient's informed consent by (i) a written consent document in a language the patient understands and speaks, which explains the basic elements of informed consent, as set out above, and which is signed by the individual and by the attending physician or by the authorized assistant of the attending physician; or (ii) when a patient is unable to read adequately a written certification by the attending physician or by the authorized assistant of the attending physician that the basic elements of informed consent above were orally presented to the patient, and that the patient thereafter consented to the performance of the operation. The receipt of this oral explanation shall be acknowledged by the patient's mark on the certification and by the signature or mark of a witness who shall speak the same language as the patient. (4) The recipient must retain copies of informed consent forms and certification documents for each voluntary sterilization procedure for a period of three years after performance of the sterilization procedure.

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

*e. Ineligibility of Foreign Nongovernmental Organizations that Perform or Actively Promote Abortion as a Method of Family Planning: I. Grants and Cooperative Agreements with U.S. Nongovernmental Organizations: (1) The recipient agrees that it will not furnish assistance for family planning under this award to any foreign nongovernmental organization that performs or actively promotes abortion as a method of family planning in USAID-recipient countries or that provides financial support to any other foreign nongovernmental organization that conducts such activities. For purposes of this paragraph (e), a foreign nongovernmental organization is a nongovernmental organization that is not organized under the laws of any State of the United States, the District of Columbia or the Commonwealth of Puerto Rico. (2) Prior to furnishing funds provided under this award to another nongovernmental organization organized under the laws of any State of the United States, the District of Columbia, or the Commonwealth of Puerto Rico, the recipient shall obtain the written agreement of such organization that the organization shall not furnish assistance for family planning under this award to any foreign nongovernmental organization except under the conditions and requirements that are applicable to the recipient as set forth in this paragraph (e). (3) The recipient may not furnish assistance for family planning under this award to a foreign nongovernmental organization (the subrecipient) unless: (i) The subrecipient certifies in writing that it does not perform or actively promote abortion as a method of family planning in USAID recipient countries and does not provide financial support to any other foreign nongovernmental organization that conducts such activities; and (ii) The recipient obtains the written agreement of the subrecipient containing the undertakings described in subparagraph (4) below. (4) Prior to furnishing assistance for family planning under this award to a subrecipient, the subrecipient must agree in writing that: (i) The subrecipient will not, while receiving assistance under this award, perform or actively promote abortion as a method of family planning in USAID-recipient countries or provide financial support to other foreign nongovernmental organizations that conduct such activities; (ii) The recipient and authorized representatives of USAID may, at any reasonable time: (A) inspect the documents and materials maintained or prepared by the subrecipient in the usual course of its operations that describe the family planning

activities of the subrecipient, including reports, brochures and service statistics; (B) observe the family planning activity conducted by the subrecipient; (C) consult with family planning personnel of the subrecipient; and (D) obtain a copy of the audited financial statement or report of the subrecipient, if there is one; (iii) In the event that the recipient or USAID has reasonable cause to believe that a subrecipient may have violated its undertaking not to perform or actively promote abortion as a method of family planning, the recipient shall review the family planning program of the subrecipient to determine whether a violation of the undertaking has occurred. The subrecipient shall make available to the recipient such books and records and other information as may be reasonably requested in order to conduct the review. USAID may also review the family planning program of the subrecipient under these circumstances, and USAID shall have access to such books and records and information for inspection upon request; (iv) The subrecipient shall refund to the recipient the entire amount of assistance for family planning furnished to the subrecipient under this award in the event it is determined that the certification provided by the subrecipient under subparagraph (3), above, is false; (v) Assistance for family planning provided to the subrecipient under this award shall be terminated if the subrecipient violates any undertaking in the agreement required by subparagraphs (3) and (4), and the subrecipient shall refund to the recipient the value of any assistance furnished under this award that is used to perform or actively promote abortion as a method of family planning; and (vi) The subrecipient may furnish assistance for family planning under this award to another foreign nongovernmental organization (the sub-subrecipient) only if: (A) the sub-subrecipient certifies in writing that it does not perform or actively promote abortion as a method of family planning in USAID-recipient countries and does not provide financial support to any other foreign nongovernmental organization that conducts such activities; and (B) the subrecipient obtains the written agreement of the sub-subrecipient that contains the same undertakings and obligations to the subrecipient as those provided by the subrecipient to the recipient as described in subparagraphs (4)(i)-(v) above. (5) Agreements with subrecipients and sub-subrecipients required under subparagraphs (3) and (4) shall contain the definitions set forth in subparagraph (10) of this paragraph (e). (6) The recipient shall be liable to USAID for a refund for a violation of any requirement of this paragraph (e) only if: (i) the recipient knowingly furnishes assistance for family planning to a subrecipient who performs or actively promotes abortion as a method of family planning; or (ii) the certification provided by a subrecipient is false and the recipient failed to make reasonable efforts to verify the validity of the certification prior to furnishing assistance to the subrecipient; or (iii) the recipient knows or has reason to know, by virtue of the monitoring which the recipient is required to perform under the terms of this award, that a subrecipient has violated any of the undertakings required under subparagraph (4) and the recipient fails to terminate assistance for family planning to the subrecipient, or fails to require the subrecipient to terminate assistance to a sub-subrecipient that violates any undertaking of the agreement required under subparagraph 4(vi), above. If the recipient finds, in exercising its monitoring responsibility under this award, that a subrecipient or sub-subrecipient receives frequent requests for the information described in subparagraph (10)(iii)(A)(II), below, the recipient shall verify that this information is being provided properly in accordance with subparagraph (10)(iii)(A)(II) and shall describe to USAID the reasons for reaching its conclusion. (7) In submitting a request to USAID for approval of a recipient's decision to furnish assistance for family planning to a subrecipient, the recipient shall include a description of the efforts made by the recipient to verify the validity of the certification provided by the subrecipient. USAID may request the recipient to make additional efforts to verify the validity of the certification. USAID will inform the recipient in writing when USAID is satisfied that reasonable efforts have been made. If USAID concludes that these efforts are reasonable within the meaning of subparagraph (6) above, the recipient shall not be liable to USAID for a refund in the event the subrecipient's certification is false unless the recipient knew the certification to be false or misrepresented to USAID the efforts made by the recipient to verify the validity of the certification. (8) It is understood that USAID may make independent inquiries, in the community served by a subrecipient or sub-subrecipient, regarding whether it performs or actively promotes abortion as a method of

family planning. (9) A subrecipient must provide the certification required under subparagraph (3) and a sub-subrecipient must provide the certification required under subparagraph (4)(vi) each time a new agreement is executed with the subrecipient or sub-subrecipient in furnishing assistance for family planning under the award. (10) The following definitions apply for purposes of this paragraph (e): (i) Abortion is a method of family planning when it is for the purpose of spacing births. This includes, but is not limited to, abortions performed for the physical or mental health of the mother, but does not include abortions performed if the life of the mother would be endangered if the fetus were carried to term or abortions performed following rape or incest (since abortion under these circumstances is not a family planning act). (ii) To perform abortions means to operate a facility where abortions are performed as a method of family planning. Excluded from this definition are clinics or hospitals that do not include abortion in their family planning programs. Also excluded from this definition is the treatment of injuries or illnesses caused by legal or illegal abortions, for example, postabortion care. (iii) To actively promote abortion means for an organization to commit resources, financial or other, in a substantial or continuing effort to increase the availability or use of abortion as a method of family planning. (A) This includes, but is not limited to, the following: (I) Operating a family planning counseling service that includes, as part of the regular program, providing advice and information regarding the benefits and availability of abortion as a method of family planning; (II) Providing advice that abortion is an available option in the event other methods of family planning are not used or are not successful or encouraging women to consider abortion (passively responding to a question regarding where a safe, legal abortion may be obtained is not considered active promotion if the question is specifically asked by a woman who is already pregnant, the woman clearly states that she has already decided to have a legal abortion, and the family planning counselor reasonably believes that the ethics of the medical profession in the country requires a response regarding where it may be obtained safely); (III) Lobbying a foreign government to legalize or make available abortion as a method of family planning or lobbying such a government to continue the legality of abortion as a method of family planning; and (IV) Conducting a public information campaign in USAID recipient countries regarding the benefits and/or availability of abortion as a method of family planning. (B) Excluded from the definition of active promotion of abortion as a method of family planning are referrals for abortion as a result of rape or incest, or if the life of the mother would be endangered if the fetus were carried to term. Also excluded from this definition is the treatment of injuries or illnesses caused by legal or illegal abortions, for example, post-abortion care. (C) Action by an individual acting in the individual's capacity shall not be attributed to an organization with which the individual is associated, provided that the organization neither endorses nor provides financial support for the action and takes reasonable steps to ensure that the individual does not improperly represent that the individual is acting on behalf of the organization. (iv) To furnish assistance for family planning to a foreign nongovernmental organization means to provide financial support under this award to the family planning program of the organization, and includes the transfer of funds made available under this award or goods or services financed with such funds, but does not include the purchase of goods or services from an organization or the participation of an individual in the general training programs of the recipient, subrecipient or subsubrecipient. (v) To control an organization means the possession of the power to direct or cause the direction of the management and policies of an organization. (11) In determining whether a foreign nongovernmental organization is eligible to be a subrecipient or sub-subrecipient of assistance for family planning under this award, the action of separate nongovernmental organizations shall not be imputed to the subrecipient or sub-subrecipient, unless, in the judgment of USAID, a separate nongovernmental organization is being used as a sham to avoid the restrictions of this paragraph (e). Separate nongovernmental organizations are those that have distinct legal existence in accordance with the laws of the countries in which they are organized. Foreign organizations that are separately organized shall not be considered separate, however, if one is controlled by the other. The recipient may request USAID's approval to treat as separate the family planning activities of two or more organizations, that would not be considered separate under the preceding sentence, if the recipient believes, and provides

a written justification to USAID therefore, that the family planning activities of the organizations are sufficiently distinct so as to warrant not imputing the activity of one to the other. (12) Assistance for family planning may be furnished under this award by a recipient, subrecipient or sub-subrecipient to a foreign government event though the government includes abortion in its family planning program, provided that no assistance may be furnished in support of the abortion activity of the government and any funds transferred to the government shall be placed in a segregated account to ensure that such funds may not be used to support the abortion activity of the government. (13) The requirements of this paragraph are not applicable to child spacing assistance furnished to a foreign nongovernmental organization that is engaged primarily in providing health services if the objective of the assistance is to finance integrated health care services to mothers and children and child spacing is one of several health care services being provided by the organization as part of a larger child survival effort with the objective of reducing infant and child mortality.

II. Grants and Cooperative Agreements with Non-U.S., Nongovernmental Organizations: (1) The recipient certifies that it does not now and will not during the term of this award perform or actively promote abortion as a method of family planning in USAID-recipient countries or provide financial support to any other foreign nongovernmental organization that conducts such activities. For purposes of this paragraph (e), a foreign nongovernmental organization is a nongovernmental organization that is not organized under the laws of any State of the United States, the District of Columbia or the Commonwealth of Puerto Rico. (2) The recipient agrees that the authorized representative of USAID may, at any reasonable time: (i) inspect the documents and materials maintained or prepared by the recipient in the usual course of its operations that describe the family planning activities of the recipient, including reports, brochures and service statistics; (ii) observe the family planning activity conducted by the recipient, (iii) consult with the family planning personnel of the recipient; and (iv) obtain a copy of the audited financial statement or report of the recipient, if there is one. (3) In the event USAID has reasonable cause to believe that the recipient may have violated its undertaking not to perform or actively promote abortion as a method of family planning, the recipient shall make available to USAID such books and records and other information as USAID may reasonably request in order to determine whether a violation of the undertaking has occurred. (4) The recipient shall refund to USAID the entire amount of assistance for family planning furnished under this award in the event it is determined that the certification provided by the recipient under subparagraph (1), above, is false. (5) Assistance for family planning to the recipient under this award shall be terminated if the recipient violates any undertaking required by this paragraph (e), and the recipient shall refund to USAID the value of any assistance furnished under this award that is used to perform or actively promote abortion as a method of family planning. (6) The recipient may not furnish assistance for family planning under this award to a foreign nongovernmental organization (the subrecipient) unless: (i) the subrecipient certifies in writing that it does not perform or actively promote abortion as a method of family planning in USAID-recipient countries and does not provide financial support to any other foreign nongovernmental organization that conducts such activities; and (ii) the recipient obtains the written agreement of the subrecipient containing the undertakings described in subparagraph (7), below. (7) Prior to furnishing assistance for family planning under this award to a subrecipient, the subrecipient must agree in writing that: (i) The subrecipient will not, while receiving assistance under this award, perform or actively promote abortion as a method of family planning in USAID-recipient countries or provide financial support to other nongovernmental organizations that conduct such activities. (ii) The recipient and authorized representatives of USAID may, at any reasonable time: (A) inspect the documents and materials maintained or prepared by the subrecipient in the usual course of its operations that describe the family planning activities of the subrecipient, including reports, brochures and service statistics; (B) observe the family planning activity conducted by the subrecipient; (C) consult with family planning personnel of the subrecipient; and (D) obtain a copy of the audited financial statement or report of the subrecipient, if there is one. (iii) In the event the recipient or USAID has reasonable cause to believe that a subrecipient may have violated its undertaking not to perform or actively promote abortion as a method of family planning,

the recipient shall review the family planning program of the subrecipient to determine whether a violation of the undertaking has occurred. The subrecipient shall make available to the recipient such books and records and other information as may be reasonably requested in order to conduct the review. USAID may also review the family planning program of the subrecipient under these circumstances, and USAID shall have access to such books and records and information for inspection upon request. (iv) The subrecipient shall refund to the recipient the entire amount of assistance for family planning furnished to the subrecipient under this award in the event it is determined that the certification provided by the subrecipient under subparagraph (6), above, is false. (v) Assistance for family planning to the subrecipient under this award shall be terminated if the subrecipient violates any undertaking required by this paragraph (e), and the subrecipient shall refund to the recipient the value of any assistance furnished under this award that is used to perform or actively promote abortion as a method of family planning. (vi) The subrecipient may furnish assistance for family planning under this award to another foreign nongovernmental organization (the subsubrecipient) only if: (A) the sub-subrecipient certifies in writing that it does not perform or actively promote abortion as a method of family planning in USAID-recipient countries and does not provide financial support to any other foreign nongovernmental organization that conducts such activities; and (B) the subrecipient obtains the written agreement of the sub-subrecipient that contains the same undertakings and obligations to the subrecipient as those provided by the subrecipient to the recipient as described in subparagraphs (7)(i)-(v), above. (8) Agreements with subrecipients and sub-subrecipients required under subparagraphs (6) and (7) shall contain the definitions set forth in subparagraph (13) of this paragraph (e). (9) The recipient shall be liable to USAID for a refund for a violation by a subrecipient relating to its certification required under subparagraph (6) or by a subrecipient or a sub-subrecipient relating to its undertakings in the agreement required under subparagraphs (6) and (7) only if: (i) the recipient knowingly furnishes assistance for family planning to a subrecipient that performs or actively promotes abortion as a method of family planning; or (ii) the certification provided by a subrecipient is false and the recipient failed to make reasonable efforts to verify the validity of the certification prior to furnishing assistance to the subrecipient; or (iii) the recipient knows or has reason to know, by virtue of the monitoring that the recipient is required to perform under the terms of this award, that a subrecipient has violated any of the undertakings required under subparagraph (7) and the recipient fails to terminate assistance for family planning to the subrecipient, or fails to require the subrecipient to terminate assistance to a sub-subrecipient that violates any undertaking of the agreement required under subparagraph 7(vi), above. If the recipient finds, in exercising its monitoring responsibility under this award, that a subrecipient or sub-subrecipient receives frequent requests for the information described in subparagraph (13)(iii)(A)(II), below, the recipient shall verify that this information is being provided properly in accordance with subparagraph 13(iii)(A)(II) and shall describe to USAID the reasons for reaching its conclusion. (10) In submitting a request to USAID for approval of a recipient's decision to furnish assistance for family planning to a subrecipient, the recipient shall include a description of the efforts made by the recipient to verify the validity of the certification provided by the subrecipient. USAID may request the recipient to make additional efforts to verify the validity of the certification. USAID will inform the recipient in writing when USAID is satisfied that reasonable efforts have been made. If USAID concludes that these efforts are reasonable within the meaning of subparagraph (9) above, the recipient shall not be liable to USAID for a refund in the event the subrecipient's certification is false unless the recipient knew the certification to be false or misrepresented to USAID the efforts made by the recipient to verify the validity of the certification. (11) It is understood that USAID may make independent inquiries, in the community served by a subrecipient or sub-subrecipient, regarding whether it performs or actively promotes abortion as a method of family planning. (12) A subrecipient must provide the certification required under subparagraph (6) and a sub-subrecipient must provide the certification required under subparagraph (7)(vi) each time a new agreement is executed with the subrecipient or sub-subrecipient in furnishing assistance for family planning under this award. (13) The following definitions apply for purposes of paragraph (e): (i) Abortion is a method of

family planning when it is for the purpose of spacing births. This includes, but is not limited to, abortions performed for the physical or mental health of the mother but does not include abortions performed if the life of the mother would be endangered if the fetus were carried to term or abortions performed following rape or incest (since abortion under these circumstances is not a family planning act). (ii) To perform abortions means to operate a facility where abortions are performed as a method of family planning. Excluded from this definition are clinics or hospitals that do not include abortion in their family planning programs. Also excluded from this definition is the treatment of injuries or illnesses caused by legal or illegal abortions, for example, postabortion care. (iii) To actively promote abortion means for an organization to commit resources, financial or other, in a substantial or continuing effort to increase the availability or use of abortion as a method of family planning. (A) This includes, but is not limited to, the following: (I) Operating a family planning counseling service that includes, as part of the regular program, providing advice and information regarding the benefits and availability of abortion as a method of family planning; (II) Providing advice that abortion is an available option in the event other methods of family planning are not used or are not successful or encouraging women to consider abortion (passively responding to a question regarding where a safe, legal abortion may be obtained is not considered active promotion if the question is specifically asked by a woman who is already pregnant, the woman clearly states that she has already decided to have a legal abortion, and the family planning counselor reasonably believes that the ethics of the medical profession in the country requires a response regarding where it may be obtained safely); (III) Lobbying a foreign government to legalize or make available abortion as a method of family planning or lobbying such a government to continue the legality of abortion as a method of family planning; and (IV) Conducting a public information campaign in USAID recipient countries regarding the benefits and/or availability of abortion as a method of family planning. (B) Excluded from the definition of active promotion of abortion as a method of family planning are referrals for abortion as a result of rape or incest or if the life of the mother would be endangered if the fetus were carried to term. Also excluded from this definition is the treatment of injuries or illnesses caused by legal or illegal abortions, for example, post-abortion care. (C) Action by an individual acting in the individual's own capacity shall not be attributed to an organization with which the individual is associated, provided that the organization neither endorses nor provides financial support for the action and takes reasonable steps to ensure that the individual does not improperly represent the individual is acting on behalf of the organization. (iv) To furnish assistance for family planning to a foreign nongovernmental organization means to provide financial support under this award to the family planning program of the organization, and includes the transfer of funds made available under this award or goods or services financed with such funds, but does not include the purchase of goods or services from an organization or the participation of an individual in the general training programs of the recipient, subrecipient or subsubrecipient. (v) To control an organization means the possession of the power to direct or cause the direction of the management and policies of an organization. (14) In determining whether a foreign nongovernmental organization is eligible to be a recipient, subrecipient or sub-subrecipient of assistance for family planning under this award, the action of separate nongovernmental organizations shall not be imputed to the recipient, subrecipient or subsubrecipient, unless, in the judgment of USAID, a separate nongovernmental organization is being used as a sham to avoid the restrictions of this paragraph (e). Separate nongovernmental organizations are those that have distinct legal existence in accordance with the laws of the countries in which they are organized. Foreign organizations that are separately organized shall not be considered separate, however, if one is controlled by the other. The recipient may request USAID's approval to treat as separate the family planning activities of two or more organizations, which would not be considered separate under the preceding sentence, if the recipient believes, and provides a written justification to USAID therefore, that the family planning activities of the organizations are sufficiently distinct so as to warrant not imputing the activity of one of the other. (15) Assistance for family planning may be furnished under this award by a recipient, subrecipient or sub-subrecipient to a foreign government even though the government includes abortion in its

family planning program, provided that no assistance may be furnished in support of the abortion activity of the government and any funds transferred to the government shall be placed in a segregated account to ensure that such funds may not be used to support the abortion activity of the government. (16) The requirements of this paragraph are not applicable to child spacing assistance furnished to a foreign nongovernmental organization that is engaged primarily in providing health services if the objective of the assistance is to finance integrated health care services to mothers and children and child spacing is one of several health care services being provided by the organization as part of a larger child survival effort with the objective of reducing infant and child mortality. III. Exceptions: The paragraphs set forth in sections (I) and (II) above are not applicable in the situations described below: (1) While the paragraphs are to be used in grants and cooperative agreements (and assistance subagreements) that provide financing for family planning activity or activities, if family planning is a component of an activity involving assistance or other purposes, such as food and nutrition, health for education, paragraph (e), "Ineligibility of Foreign Nongovernmental Organizations that Perform or Actively Promote Abortion as a Method of Family Planning," applies only to the family planning component. (2) When health or child survival funds are used to provide assistance for child spacing as well as health purposes, these paragraphs are applicable to such assistance unless: (a) the foreign nongovernmental organization is one that primarily provides health services; (b) the objective of the assistance is to finance integrated health care services to mothers and children; and (c) child spacing is one of several health care services being provided as part of a larger child survival effort with the objective of reducing infant and child mortality. These paragraphs need not be included in the assistance agreement if it indicates that assistance for child spacing will be provided only in this way. USAID support under these circumstances is considered a contribution to a health service delivery program and not to a family planning program. In such a case, these paragraphs need not be included in an assistance agreement. (3) These paragraphs need not be included in assistance agreements with United States nongovernmental organizations for family planning purposes if implementation of the activity does not involve assistance to foreign nongovernmental organizations.


*f. The recipient shall insert paragraphs (a), (b), (c), (d), and (f) of this provision in all subsequent subagreements and contracts involving family planning or population activities that will be supported in whole or in part from funds under this award. Paragraph (e) shall be inserted in subagreements and sub-subagreements in accordance with the terms of paragraph (e). The term subagreement means subgrants and subcooperative agreements.

[END OF PROVISION]

[END OF ATTACHMENT NO. 1 TO MODIFICATION NO. 4]

MODIFICATION OF ASSISTANCE

Page 1 of

1. MODIFICATION NUMBER 3	2. EFFECTIVE DATE OF MODIFICATION see Block 15	3. AWARD NUMBER: 690-A-00-04-00254-00	4. EFFECTIVE DATE OF AWARD: 08-30-2004												
5. GRANTEE: Population Services International 1120 19th Street NW Suite 800 Washington DC 20036 DUNS NO.: 040054827 TIN NO.: 560942853 LOC NO.: 72-00-1584		6. ADMINISTERED BY: Regional Contracting Office USAID/RCSA P.O. Box 2427 Plot 14818 Lebatlane Road Gaborone West Extension 6 Gaborone Botswana													
7. FISCAL DATA: Amount Obligated: \$900,000.00 Budget Fiscal Year: 2006 Operating Unit: Angola Strategic Objective: S011 Team/Division: S011 Benefiting Geo Area: Object Class:		8. TECHNICAL OFFICE: USAID Angola SO 11 9. PAYMENT OFFICE: USAID/Washington Office of Financial Management M/FM/CMP/GIB 1300 Pennsylvania Ave NW Washington DC 20523-7700													
10. FUNDING SUMMARY: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;"></th> <th style="width: 20%; text-align: center; border-bottom: 1px solid black;">Obligated Amount</th> <th style="width: 20%; text-align: center; border-bottom: 1px solid black;">Total Est. Amt.</th> </tr> </thead> <tbody> <tr> <td>Amount Prior to this Modification:</td> <td style="text-align: right;">\$5,928,212.00</td> <td style="text-align: right;">\$11,268,448.00</td> </tr> <tr> <td>Change Made by this Modification:</td> <td style="text-align: right;">\$900,000.00</td> <td></td> </tr> <tr> <td>New/Current Total:</td> <td style="text-align: right; border-top: 1px solid black;">\$6,828,212.00</td> <td style="text-align: right; border-top: 1px solid black;">\$11,268,448.00</td> </tr> </tbody> </table>					Obligated Amount	Total Est. Amt.	Amount Prior to this Modification:	\$5,928,212.00	\$11,268,448.00	Change Made by this Modification:	\$900,000.00		New/Current Total:	\$6,828,212.00	\$11,268,448.00
	Obligated Amount	Total Est. Amt.													
Amount Prior to this Modification:	\$5,928,212.00	\$11,268,448.00													
Change Made by this Modification:	\$900,000.00														
New/Current Total:	\$6,828,212.00	\$11,268,448.00													
11. DESCRIPTION OF MODIFICATION: The purpose of this modification is to provide incremental funding in the amount of \$900,000, thus increasing the total obligated amount from \$5,928,212 to \$6,828,212, and incorporating malaria and youth center activities as described in Annex 1 of this modification, which is made part of Attachment II, Program Description, of subject cooperative agreement. Accordingly, the cooperative agreement is modified as follows: Page 5, A. GENERAL, 2. Total Obligated USAID Amount; delete "\$5,928,212" and replace with "\$6,828,212."															
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: <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT REQUIRED TO SIGN THIS DOCUMENT TO RECONFIRM ITS AGREEMENT WITH THE CHANGES EFFECTED HEREIN															
14. GRANTEE: BY: _____ Peter Clancy _____ (Name Typed or Printed) TITLE: Vice President and COO _____ DATE: _____		15. THE UNITED STATES OF AMERICA U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT BY:  _____ Kent J. Howard _____ (Name Typed or Printed) TITLE: Regional Agreement Officer _____ DATE: 8 MAY 2006 _____													

MODIFICATION OF ASSISTANCE
CONTINUATION PAGE

PAGE NO

PAGE 2

ASSISTANCENO

690-A-00-04-00254-00

MODIFICATION NO.

3

11 DESCRIPTION OF MODIFICATION (CONTINUED)

Page 5, B. SPECIFIC, add the following information:

MAARD No. 654-0011-3-60021
APP: 72X8824
RCN/ECN: F060007
BPC: GCDX-06-21654-KG13
EOCC: 6540011.00
Amount: \$400,000

MAARD No. 654-0011-3-60021
APP: 72X8824
RCN/ECN: F060008
BPC: GCDX-06-21654-KG13
EOCC: 6540011.00
Amount: \$500,000

Page 7, A.3, Amount of Award and Payment, 2., delete "\$5,928,212" and replace with "\$6,828,212."

Attachment II, Program Description, Annex 1 of this modification is hereby incorporated into the Program Description. Annex 1 includes two concept papers entitled "Malaria Prevention and Control in Angola" and "Jango Juvenil: Youth Centers with Integrated Voluntary Counseling and Testing."

All other terms and conditions of subject cooperative agreement remain unchanged.

MODIFICATION OF ASSISTANCE

1. MODIFICATION NUMBER 02	2. EFFECTIVE DATE OF MODIFICATION See Block 15	3. AWARD NUMBER: 690-A-00-04-00254-00	4. EFFECTIVE DATE OF AWARD: 08-30-2004
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5. GRANTEE: Population Services International 1120 19th Street, NW Suite 800 WASHINGTON D.C. DC 20036 DUNS NO.: 040054827 TIN NO.: 560942853 LOC NO.: 72-00-1584	6. ADMINISTERED BY: Regional Contracting Office USAID/RCSA P.O. Box 2427 Plot 14818 Lebatlane Road Gaborone West Extension 6 Gaborone, Botswana
--	---

7. FISCAL DATA: Amount Obligated: \$2,683,212.00 Budget Fiscal Year: 2005 Operating Unit: Strategic Objective: S07 Team/Division: Benefiting Geo Area: 654 Object Class:	8. TECHNICAL OFFICE: USAID Angola SO7 Cathy Bowes 9. PAYMENT OFFICE: Office of Financial Management USAID/Washington, M/FM/CMP/GIB 1300 Pennsylvania Ave. N.W. Washington DC 20523-7700
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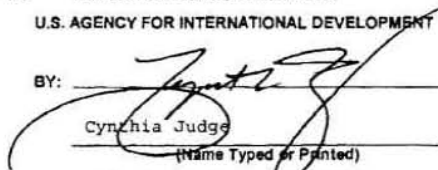
10. FUNDING SUMMARY:	<table border="1"> <thead> <tr> <th></th> <th align="right">Obligated Amount</th> <th align="right">Total Est. Amt.</th> </tr> </thead> <tbody> <tr> <td>Amount Prior to this Modification:</td> <td align="right">\$3,245,000.00</td> <td align="right">\$11,268,448.00</td> </tr> <tr> <td>Change Made by this Modification:</td> <td align="right">\$2,683,212.00</td> <td></td> </tr> <tr> <td>New/Current Total:</td> <td align="right">\$5,928,212.00</td> <td align="right">\$11,268,448.00</td> </tr> </tbody> </table>		Obligated Amount	Total Est. Amt.	Amount Prior to this Modification:	\$3,245,000.00	\$11,268,448.00	Change Made by this Modification:	\$2,683,212.00		New/Current Total:	\$5,928,212.00	\$11,268,448.00
	Obligated Amount	Total Est. Amt.											
Amount Prior to this Modification:	\$3,245,000.00	\$11,268,448.00											
Change Made by this Modification:	\$2,683,212.00												
New/Current Total:	\$5,928,212.00	\$11,268,448.00											

11. DESCRIPTION OF MODIFICATION:
 The purpose of this modification is to 1) Incrementally fund the agreement by \$2,683,612.00 increasing the total obligated amount from \$3,245,000.00 to \$5,928,212.00 and 2) Revise a Standard Provision as per AAPD 05-04
 Accordingly the Cooperative Agreement is modified as follows:
 1. i) Under Fiscal Data, A. General 2. Total Obligated USAID Amount, DELETE "\$3,245,000.00" and REPLACE with "\$5,928,212.00".
 ii) Under Fiscal Data, A. General 4. Remaining Amount to be Obligated, DELETE "\$6,467,365.00" and REPLACE with "\$5,340,236.00"

 See Continuation Page

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: <u></u> <u>Alex K Brown</u> (Name Typed or Printed) TITLE: <u>EVP/CEO</u> DATE: <u>7/05/05</u>	15. THE UNITED STATES OF AMERICA U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT BY: <u></u> <u>Cynthia Judge</u> (Name Typed or Printed) TITLE: <u>Regional Agreement Officer</u> DATE: <u>7/05/05</u>
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MODIFICATION OF COOPERATIVE AGREEMENT CONTINUATION PAGE		Page No: 2 of 3
Agreement No. 690-A-00-04-00254-00	Modification No. 02	

I iii) Under the Fiscal data, B. SPECIFIC Add the following fund cites:

“MAARD No. 654-0007-3-50039	MAARD No. 654-0007-3-50039
APP: 725/61095	APP: 725/61095
RCN: F050032	RCN: F050034
BPC: GCD5-05-21654-KG13	BPC: GCD5-05-21654-1G13
EOCC: 41000	EOCC: 41000
Amount: \$122,433.00	Amount: \$1,810,779.00

MAARD No. 654-0007-3-50039
APP: 725/61095
RCN: F050033
BPC: GCD5-05-21654-KG13
EOCC: 41000
Amount: \$750,000”

2a) Under the Schedule, Standard Provisions for US Non-Governmental Recipients, DELETE the Standard Provision C.23 Prohibition of the Use of Federal Funds to Promote Support or Advocate for the Legalization or Practice of Prostitution (July 2004) in its entirety and replace with the following:

“C.23 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.

MODIFICATION OF COOPERATIVE AGREEMENT CONTINUATION PAGE		Page No: 3 of 3
Agreement No. 690-A-00-04-00254-00	Modification No. 02	

(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."

2b) Under Attachment 3, Standard Provisions for US Non-Governmental Recipients, DELETE the Standard Provision C.24 "Organizations Eligible for Assistance (July 2004)" in its entirety and replace with the following:

"C.24 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 combatting 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."

2c) Under Attachment 3, Standard Provisions for US Non-Governmental Recipients, DELETE the Standard Provision C.25 "Condoms (July 2004)" in its entirety and replace with the following:

"C.25 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 Modification 02

MODIFICATION OF ASSISTANCE

Page 1 of 3

1. MODIFICATION NUMBER: 02	2. EFFECTIVE DATE OF MODIFICATION: See Block 15	3. AWARD NUMBER: 590-A-00-04-00254-00	4. EFFECTIVE DATE OF AWARD: 08-30-2004												
5. GRANTEE: Population Services International 1120 18th Street, NW Suite 800 WASHINGTON D.C. DC 20036 DUNS NO.: 042054927 TIN NO.: 568942853 LOC NO.: 73-02-1584		6. ADMINISTERED BY: Regional Contracting Office USAID/ACSA P.O. Box 2427 Plot 14818 Lebatlane Road Gaborone West Extension 6 Gaborone, Botswana													
7. FISCAL DATA: Amount Obligated: \$2,683,212.00 Budget Fiscal Year: 2005 Operating Unit: Strategic Objective: 807 Team/Division: Benefiting Geo Area: 654 Object Class:		8. TECHNICAL OFFICE: USAID Angola SO7 Cathy Bowes 9. PAYMENT OFFICE: Office of Financial Management USAID/Washington, M/PW/CMP/GIB 1100 Pennsylvania Ave. N.W. Washington DC 20523-7700													
10. FUNDING SUMMARY: <table border="1" style="width:100%; margin-top: 10px;"> <thead> <tr> <th style="width:60%;"></th> <th style="width:20%;">Obligated Amount</th> <th style="width:20%;">Total Est. Amt.</th> </tr> </thead> <tbody> <tr> <td>Amount Prior to this Modification:</td> <td align="right">\$1,245,000.00</td> <td align="right">\$11,268,448.00</td> </tr> <tr> <td>Change Made by this Modification:</td> <td align="right">\$2,683,212.00</td> <td></td> </tr> <tr> <td>New/Current Total:</td> <td align="right">\$5,928,212.00</td> <td align="right">\$11,258,448.00</td> </tr> </tbody> </table> <div style="margin-top: 10px; border: 2px solid black; padding: 5px; display: inline-block;"> FUNDS AVAILABILITY INITIALS: A.W. DATE: 06/30/05 </div>					Obligated Amount	Total Est. Amt.	Amount Prior to this Modification:	\$1,245,000.00	\$11,268,448.00	Change Made by this Modification:	\$2,683,212.00		New/Current Total:	\$5,928,212.00	\$11,258,448.00
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11. DESCRIPTION OF MODIFICATION: The purpose of this modification is to 1) Incrementally fund the agreement by \$2,683,612.00 increasing the total obligated amount from \$1,245,000.00 to \$5,928,212.00 and 2) Revise a Standard Provision as per AAPD 05-04 Accordingly the Cooperative Agreement is modified as follows: 1. i) Under Fiscal Data, A. General 2. Total Obligated USAID Amount, DELETE "\$1,245,000.00" and REPLACE with "\$5,928,212.00" ii) Under Fiscal Data, A. General 4. Remaining Amount to be Obligated, DELETE "\$6,467,165.00" and REPLACE with "\$5,340,236.00" See Continuation Page															
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 10 ABOVE, AS IT MAY HAVE HERETOFORE BEEN AMENDED, REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.															
13. GRANTEE: <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT REQUIRED TO SIGN THIS DOCUMENT TO RECONFIRM ITS AGREEMENT WITH THE CHANGES EFFECTED HEREIN															
14. GRANTEE: BY: _____ _____ (Name Typed or Printed) TITLE: _____ DATE: _____		15. THE UNITED STATES OF AMERICA U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT BY: _____ Cynthia Judge (Name Typed or Printed) TITLE: Regional Agreement Officer DATE: _____													

MODIFICATION OF ASSISTANCE

Page 1 of 3

1. MODIFICATION NUMBER 02	2. EFFECTIVE DATE OF MODIFICATION See Block 15	3. AWARD NUMBER: 690-A-00-04-00254-00	4. EFFECTIVE DATE OF AWARD: 08-30-2004												
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11. DESCRIPTION OF MODIFICATION: The purpose of this modification is to 1) Incrementally fund the agreement by \$2,683,212.00 increasing the total obligated amount from \$3,245,000.00 to \$5,928,212.00 and 2) Revise a Standard Provision as per AAPD 05-04 Accordingly the Cooperative Agreement is modified as follows: 1. 1) Under Fiscal Data, A. General 2. Total Obligated USAID Amount, DELETE "\$3,245,000.00" and REPLACE with "\$5,928,212.00". 1) Under Fiscal Data, A. General 4. Remaining Amount to be Obligated, DELETE "\$6,467,365.02" and REPLACE with "\$5,340,239.00" <p align="center">See Continuation Page</p>															
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.															
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14. GRANTEE: BY: _____ _____ (Name Typed or Printed) TITLE: _____ DATE: _____		15. THE UNITED STATES OF AMERICA U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT BY: _____ Cynthia Judge (Name Typed or Printed) TITLE: Regional Agreement Officer DATE: _____													

Agreement No. 690-A-00-04-00254-00

Modification No. 02

1 iii) Under the Fiscal data, B. SPECIFIC Add the following fund cites:

“MAARD No. 654-0007-3-50039	MAARD No. 654-0007-3-50039
APP: 725/61095	APP: 725/61095
RCN: F050032	RCN: F050034
BPC: GCD5-05-21654-KG13	BPC: GCD5-05-21654-1G13
EOCC: 41000	EOCC: 41000
Amount: \$122,433.00	Amount: \$1,810,779.00

MAARD No. 654-0007-3-50039
APP: 725/61095
RCN: F050033
BPC: GCD5-05-21654-KG13
EOCC: 41000
Amount: \$750,000”

2a) Under the Schedule, Standard Provisions for US Non-Governmental Recipients, DELETE the Standard Provision C.23 Prohibition of the Use of Federal Funds to Promote Support or Advocate for the Legalization or Practice of Prostitution (July 2004) in its entirety and replace with the following:

“C.23 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.

MODIFICATION OF COOPERATIVE AGREEMENT CONTINUATION PAGE		Page No: 3 of 3
Agreement No. 690-A-00-04-00254-00	Modification No. 02	

(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.”

2b) Under Attachment 3, Standard Provisions for US Non-Governmental Recipients, DELETE the Standard Provision C.24 “Organizations Eligible for Assistance (July 2004)” in its entirety and replace with the following:

“C.24 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 combatting 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.”

2c) Under Attachment 3, Standard Provisions for US Non-Governmental Recipients, DELETE the Standard Provision C.25 “Condoms (July 2004) ” in its entirety and replace with the following:

“C.25 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 Modification 02

MODIFICATION OF ASSISTANCE
CONTINUATION PAGE

PAGE NO
2

ASSISTANCE NO.
690-A-00-04-00254-00

MODIFICATION NO.
01

1) DESCRIPTION OF MODIFICATION (CONTINUED)

Under the Schedule, A.3 Amount of Award and Payment, 1., DELETE the total estimated amount of "\$9,712,365.00" and REPLACE with "\$11,268,448.00"

2) Under the Schedule, A.4 Budget, DELETE the budget in its entirety and replace with the following:
* A.4 BUDGET

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

DESIGNATION	AMOUNT
Personnel	\$2,080,403.00
Fringe Benefits	1,175,451.00
Travel	608,849.00
Equipment	156,574.00
Supplies	650,980.00
Sub grants	2,453,102.00
Other Direct Costs	3,172,684.00
Indirect Costs	970,405.00
TOTAL USAID AMOUNT	\$11,268,448.00
Cost Share	\$ 3,438,106.00
Total Program Amount	\$14,706,554.00

3) Under Attachment II Program Description, DELETE the original Program Description and REPLACE with the revised Program Description, contained as Attachment I to this modification.

4) Under Attachment III, Standard Provisions for US Non-Government Organizations, add the following:
*C.30 USAID Disability Policy (December 2004)

a) The objectives of the USAID Disability Policy are to 1) 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 non-discrimination 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 website: <http://www.usaid.gov/about/disability/DISABPOL.PIN.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 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 Modification 01
All other terms and conditions remain in full force and effect.

**PSI ANGOLA
REVISED PROGRAM DESCRIPTION**

Cooperative Agreement #690-A-00-04-00254-00

PROGRAM OVERVIEW

The overall aim of this program is to contribute significantly to the improvement of the health status of Angolans by reducing morbidity and mortality through two mutually reinforcing social marketing components: HIV/AIDS prevention and malaria prevention. The goals and proposed activities of PSI/Angola (PSI/A) directly contribute to the achievement of USAID's Strategic Objective Number 7.

The objectives of this program are to:

1. Implement effective behavior change communication strategies on HIV/AIDS prevention and malaria prevention to high risk groups and target populations in high risk areas.
2. Increase access to, and informed demand for, socially marketed products for HIV/AIDS prevention and malaria prevention.
3. Measure the health impact of the social marketing and behavior change communications strategies using regular research and up to date methods.

The program will utilize state-of-the-art social marketing strategies, interventions, methods and techniques based on the most current evaluation and research evidence and 'lessons learned' from program experiences in Angola and other countries. The program is intended to produce measurable results in the social marketing of health promotion and behavior change and of disease prevention, making the best use of USAID resources.

A. Objectives

The overall aim of this program is to contribute significantly to the improvement of the health status of Angolans through two social marketing components: HIV/AIDS prevention and malaria prevention. The goals and proposed activities of PSI/A directly contribute to the achievement of USAID's Strategic Objective Number 7.

The HIV/AIDS and malaria programs complement each other – infection with HIV/AIDS can increase the frequency of malaria episodes, as well as the severity of clinical malaria in adults in malaria endemic settings. HIV positive pregnant women co-infected with malaria infections have been shown to have worse pregnancy outcomes leading to increased risk of maternal, prenatal and infant death.

PSI/A's HIV/AIDS prevention interventions are designed to target both core transmitters, namely commercial sex workers (CSWs) and transporters, and at risk youth (primarily of low income and aged between 13 and 24). Malaria activities are

designed to target pregnant women and children under 5 (PWUF) and to grow the overall market for long lasting insecticide-treated nets (LLITNs) in Angola.

The objectives are to:

1. Implement effective behavior change communication strategies on HIV/AIDS prevention and malaria prevention to high risk groups and target populations in high risk areas and to support and build the capacity of partner organizations to do the same. Communications strategies will focus on increased knowledge of effective prevention strategies and increased risk perception and self-efficacy.
2. Increase access to, and informed demand for, socially marketed products for HIV/AIDS prevention and malaria prevention. PSI/A will refocus the distribution of condoms to high risks outlets and ensure increased availability outside Luanda. PSI/A will also launch LLITNs and develop a phased expansion plan for nets outside Luanda.
3. Measure the health impact of the social marketing and behavior change communication strategies using regular research and up to date methods.

B. Overall Program Priority Areas for Interventions and Results

The following program interventions and activities are intended to be illustrative and not to limit creative approaches.

HIV/AIDS Prevention

The areas of focus for HIV/AIDS prevention will include, but not be limited to, behavior change communication emphasizing all prevention methods and social marketing of condoms.

PSI/A aims to increase safer sexual behavior among the following target groups:

- CSWs
- Transporters
- Low income youth aged 13 to 24

The proposed intervention will have three key outputs which have been designed taking into account research findings for the target groups. The focus will be on increasing knowledge and awareness, self-efficacy and risk perception and increasing access.

Increased Knowledge:

Activities designed to achieve this increased HIV/AIDS knowledge will focus on raising awareness of effective prevention methods among low-income youth, (particularly out-of-school youth), and transporters. As noted above, information about this last group is so far limited in the Angolan context; however, preliminary work with transporters has found relatively low knowledge levels regarding safer sexual behavior. As PSI/A research has shown that prevention knowledge among

CSWs is already high, PSI/A will focus its activities among this target group in other areas of concern.

Transporters: Key themes for this target group will be prevention messages with a focus on partner reduction and correct and consistent condom use. PSI/A will continue to partner with local NGOs to conduct IPC activities and will increase condom distribution / sales to this group. PSI/A will conduct formative research to explore contextual and other barriers to safer behaviors among transporters. Insights from this research will be used to inform behavior change interventions.

Interventions will be focused along major transport routes into and within Angola, including Luanda and sites along border areas.

Low Income Youth:

Youth-centered activities will focus on promoting delayed sexual debut particularly among the younger age range (ages 13-17). Among sexually active youth (15-24), emphasis will be placed on the promotion of fidelity, partner reduction and correct and consistent condom use. Prevention information will be disseminated through generic mass media IEC messages and IPC activities, some of which will be focussed at the Jango Juvenil Youth Centers. Much of the communication will be through focused IPC activities, as the topics covered are sensitive and require careful treatment. With UNICEF funding, PSI/A has already developed a comprehensive set of training materials which will be rolled out and disseminated under this project. Messages will be crafted in gender specific ways to better address the unique needs and preconceptions of both sexes.

PSI/A collaborates with 4 partner NGOs to operate Jango Juvenil Youth Centers in Luanda Lubango, Cabinda, and Huambo which provide youth-friendly HIV/AIDS information and services. Youth who cannot access the centers are exposed to HIV/AIDS prevention messages through community outreach activities. Effective programs focus narrowly on changing the smallest set of key behaviours such as deferring sexual debut, avoiding older sexual partners, and using condoms correctly to reinforce and focus on these messages. NGO activists are trained in communications skills to engage youth as well as inform them through educational and entertaining classes, debates, one-on-one counselling, and recreational activities.

PSI's weekly magazine-style radio program for youth on Radio Nacional, highlights the risks of HIV, addresses sexual issues and decisions that young Angolans face, and provides a unique forum for the open discussion of responsibility and safe sex.

Increased Risk Perception and Self-Efficacy:

Activities designed to achieve this output will focus on increasing personal risk perception and improving each target group's ability to adopt preventative behaviors. IPC activities and branded communications will address issues of condom efficacy by de-stigmatizing condom use and positioning condoms as a respectable and socially responsible product for safer, healthier living.

The level of social support can highly influence an individual's motivation and self-perceived ability to adopt safer sexual behavior. PSI/A activities will work with potential influences of youth and other target groups to reinforce messages and enhance social support. Such influences include peers, sexual partners and popular cultural figures such as musicians and religious leaders.

Issues pertaining to risk perception and self-efficacy are often best addressed in small groups that allow for open discussion. PSI/A has developed a series of IPC training modules which stage condom negotiation role-plays, demonstrate useful strategies, and conduct condom use demonstrations. PSI/A will continue to develop new modules, particularly related to partner reduction and delay of sexual debut to improve self-efficacy among target groups. NGO partners will be trained to implement these new modules and will be provided with necessary materials to scale-up activities nation-wide.

Transporters and CSWs: Outreach activities conducted among these target groups will focus on increasing risk perception related to correct and consistent condom use and multiple partners. Among CSWs, IPC activities will focus on strengthening condom negotiation skills by encouraging collaboration amongst CSWs in refusing sex with partners who will not use a condom. Formative research will be conducted among transporters to determine specific risk and self-efficacy issues which will then be used in the design of IPC activities.

Youth: IPC activities conducted among youth will focus on the correlation between risky sexual behavior such as multiple partners and inconsistent condom use and will promote the A, B and C's of prevention as both effective and attainable. Youth focus groups will be conducted to better understand the specific barriers to adequate risk perception. These will help the program craft specific messages that address the unique social norms youth encounter. Partner NGOs will conduct skills building sessions with young women to improve their ability to refuse sex and negotiate condom use. Gender specific social norms will also be addressed in order to hone in on the perspectives of both girls and boys.

Jango Juvenil Youth Centers will be a key component of providing IPC activities to youth. BCC IPC activities of the Jango Juvenil Youth Center has been successful in schools, churches, and at "focus" in the community, gathering places where youth are often concentrated. Based on research regarding motivating factors in HIV/AIDS prevention among urban Angolan youth, a five day curricula has been developed for NGO Activists working under the Jango Juvenil Project. A list of major themes were identified – basic sexuality, negotiation of abstinence and condom use, STIs, VCT, avoiding unwanted pregnancies, fidelity, and personal risk perception. These compose discrete modules that are conducted by Activists. To further enhance self-efficacy among youth, other subjects such as building self-esteem and vocational training have been integrated into the program to empower youth and lead them to successfully negotiate safer sexual practices including abstinence and correct condom use.

Increased Informed Demand and Availability of Condoms:

Branded and generic mass media advertising including radio, television and billboard campaigns will expose the primary target group to safer sexual behavior messages in order to desensitize and normalize the subject. Point of sales materials and promotional items such as posters, and flags will be distributed to retail outlets and NGO partners to further support distribution and mass media efforts.

The major sales and distribution priority will be the continuation of the national roll out. From 2004 to 2007, PSI/A will continue to build sales outside Luanda in target provinces where the HIV/AIDS risk is likely to be highest.

In the greater Luanda area there are many untapped low-income districts and high risk outlets. The sales team will educate retailers located in these areas about the closest wholesaler of *Legal* condoms and facilitate the uplifting of stock. A distribution survey planned for 2004 will indicate the outlets in which growth has taken place and in which there is potential for further development over the next three years.

Currently there are no national distributors in Angola. For the time being PSI/A works through pharmaceutical and commercial wholesalers and uses its sales force to uplift stock. Distribution will continue to focus on non-traditional outlets that are accessed by high risk groups.

Malaria Prevention

The areas of focus for malaria prevention will include, but not be limited to, distribution of long-lasting insecticide treated nets (LLITNs) to target groups through health centers and commercial retail outlets.

PSI/A will focus on targeting low income pregnant women and children under five (PWUF) due to their biological and economic vulnerability. The goals of this project are consistent with USAID's Objective 7 and the National Malaria Control Program's (NMCP) goal of reducing the malaria burden by 25% by 2006 and 50% by 2010.

The project purpose will be achieved through two outputs that address the principal barriers to increased use of LLITNs in the intervention area:

- Increased informed demand for LLITNs. Preliminary research conducted by PSI/A shows that many Angolans are unaware of the risks that malaria poses for PWUF; awareness of the benefits of LLITN use is also low. Increased knowledge and awareness are the first steps toward behavior change that results in consistent use.
- Increased access to LLITNs among low income households with PWUF. Increasing access to LLITNs is essential to increase use among populations who have been made aware of the health risks of malaria. These groups face physical and financial obstacles to purchase and use as nets are not widely available, and where they are, they tend to be expensive, untreated and of variable quality.

Coverage Plus is PSI's approach to LLITN programming. The primary objective of Coverage Plus is to increase LLITN coverage for maximum health impact. The "Plus" refers to the approach's active collaboration with the commercial sector to enhance the prospects for commercially-priced products. PSI/A will be launching two

brands of LLITNs – one aimed specifically at the PWUF target group and sold at subsidized prices through ante-natal clinics and the other commercially priced and sold through commercial outlets. Income from the commercially priced nets is revolved to help fund further purchases of commercially-priced products and reduce the overall donor burden of net purchase.

Increased Informed Demand for LLITNs:

“Pull” activities to stimulate demand – PSI/A actively markets an LLITN brand to encourage product trial and increase LLITN coverage.

Although the subsidized nets will be branded and promoted as affordable and safe, the communication strategy will center on IPC rather than mass media. PSI/A will use IPC to educate consumers about the subsidized nets and the benefits of using LLITNs in preventing malaria. Interpersonal communicators at health centers will be trained to promote the use of LLITNs, reinforce generic malaria campaigns, and demonstrate appropriate use of the product. Printed materials will be produced on a highly targeted basis for distribution only within participating health centers.

Advertising and promotion of the cost recovery net will focus on the advantages of the technology, positioning the net as the premium brand. PSI/A will use mass media, including radio to disseminate these messages to a higher socio-economic market segment. The objective of these campaigns is to increase consumer demand for the net and to help lift the entire LLITN category.

MENTOR, under a sub-contract with PSI/A, will aid in increasing informed demand for LLITNs among the pregnant women through antenatal clinics. MENTOR will collaborate with NGOs and health center staff and community workers in Zaire and Huambo provinces to provide health education messages to encourage effective usage of LLITNs by the mothers.

Increased Access:

“Push” activities to stimulate supply - PSI/A will act as a retail developer by building trade networks (many of which are already established through the *Legal* sales networks), as a distributor by procuring product and setting prices and margins and restocking wholesalers and retailers.

Participation of Local Partners:

Implementation of field activities in Angola is via partner NGO/CBO staff, rather than directly by PSI/A staff. PSI/A has already trained numerous other organizations in Angola and PSI/A currently provides IPC training, materials and financial support to its implementing partners and is committed to continuing this model. PSI/A intends to continue to act as a resource to other organizations for HIV/AIDS interventions and to increase the level of training and interventions taking place outside Luanda and also to seek partners to implement focused interventions to high risk target groups.

F. LOCAL COLLABORATION

To date, PSI/A has worked closely with the PNLs, UNAIDS/WHO/UNICEF, the CDC, the Catholic and Protestant churches, the donor community and a number of local NGOs/CBOs on the development, implementation and evaluation of various

HIV/AIDS prevention initiatives in Angola. PSI/A will continue these existing partnerships and will expand partnerships with local and international NGOs and faith-based organizations active in the provinces. PSI/A is and will continue to be an active member of the Global Fund Country Coordinating Mechanism (CCM) and is committed to furthering national coordination on HIV/AIDS in Angola.

Faith-based organizations such as churches and religious organizations will remain a key part of PSI/A's communications strategy to address HIV/AIDS prevention – PSI/A will continue to take part in conferences and to work with faith-based organizations wherever possible in order to stimulate discussion, debate and understanding on issues surrounding HIV/AIDS prevention.

In years 1 and 2, PSI/A will collaborate closely with the international NGO MENTOR who will provide specific malaria control programs in Huambo and Zaire provinces. MENTOR will work with others in Huambo and Zaire to build the technical and operational capacity of health center staff and community health workers in recommended case management and prevention protocols (as recommended by RBM) in each province. Activities will include malaria prevention through the use of Intermittent Presumptive Treatment (IPT) to pregnant women through antenatal clinics, and the encouragement of LLITN use among the same women; reinforce malaria outbreak detection and response methods; and the provision of ACT for better case management of malaria.

RESULTS AND REPORTING

A. Magnitude and Nature of Expected Results

Key indicators have been identified to gauge the performance and guide the management of this project over the next three years. These indicators reflect specific behaviors, practices, knowledge and attitudes which have been selected as factors in determining the outcomes of the two intervention areas.

Project results will be measured by the following illustrative indicators and others outlined as goal, purpose and output level indicators shown in the project logframe.

- % of CSWs who report always using a condom with paying customers
- % of transporters who report using condoms at last sex with non-regular partner
- % of transporters reporting a decrease in the number of commercial partners in the last year
- Median age of sexual debut
- % of youth who have had sex with more than one partner in the last three months
- % of youth who report having used condoms during last sex act with casual (non-regular) partner
- % of transporters who can correctly identify three ways to prevent HIV transmission
- % of youth (15-24) who can correctly identify three ways to prevent HIV transmission
- % of CSWs who believe that they are at high risk for HIV because they do not always use condoms.
- % of CSWs who find it difficult to negotiate condom use with their clients

- % of transporters who know that a healthy looking person can have HIV
- % of transporters who believe that they are at risk for HIV
- % of youth (15-24) in Luanda who know that a healthy looking person can have HIV
- % of sexually active youth (15-24) who believe that they are at no risk of HIV
- % of youth (15-24) who believe proposing use of condoms indicates lack of trust.
- Sales of condoms in high risk settings for HIV transmission
- Sales of LLITNs
- % households owning at least one ITN
- % of PWUF who slept under a LLITN the night preceding the survey.
- % of Luanda adults who know that malaria is most dangerous for pregnant women
- % of Luanda adults who know that malaria is most dangerous for children
- % of Luanda adults who know that malaria is only transmitted through night biting mosquitoes
- % of mothers/caregivers who can correctly identify fever as the main symptom of malaria

B. Measuring Results

PSI/A's monitoring and evaluation plan endeavours to:

- 1) provide periodic data to project managers so that decisions are evidence-based and adapted to evolving situations;
- 2) track achievement of quantitative objectives; and
- 3) evaluate the effectiveness of project activities in achieving targets for health impact. Due to the general lack of availability of external research in Angola, PSI/A will use comprehensive internal research instruments in order to develop and pre-test concepts, segment, and monitor and evaluate the proposed interventions. Monthly sales data also enables PSI/Angola to monitor

Scanning Sheet

Date : 09/14/2005
Folder # : 690-A-00-04-00254-00
Folder Type : CONTRACT
Cabinet Name : BC_CO
Attachment Type : Award: Contract
Content Type : Letter
Staff Name : Hirschfeld, Winnie

Description :

Award - Basic



0000005947



U. S. AGENCY FOR INTERNATIONAL DEVELOPMENT
REGIONAL CENTER FOR SOUTH AFRICA
USAID/RCSA, BOTSWANA
REGIONAL CONTRACTING OFFICE



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P.O. Box 2427
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Fax: (267) 392-4486

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USAID/RCSA - Gaborone
Department of State
Washington, DC 20521-2170
United States of America

August 30, 2004

Mr. Alex Brown
Executive Vice President & Chief Financial Officer
Population Services International (PSI)
1120 19th St. NW, Suite 800
Washington D.C. 20038

Reference: APS 690-04-015

Subject: Cooperative Agreement No. 690-A-00-04-00254-00
Angola AIDS Prevention Expansion Program

Dear Mr. Brown:


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 Population Services International (PSI) (hereinafter referred to as the "Recipient"), the sum of \$9,712,365 to provide support for a program in "AIDS Prevention in Angola" as described in the Schedule of this award and in Attachment 2, entitled "Program Description."

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

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

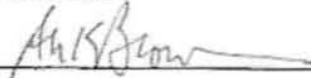
Please sign the original and all enclosed copies of this letter to acknowledge your receipt of the award, and return the original and all but one copy to the undersigned.

Sincerely yours,


Manuel Marroquin
Regional Agreement Officer
RCSA/Gaborone

- Attachments:
- A. Schedule
 - B. Program Description
 - C. Standard Provisions

ACKNOWLEDGED:

BY: 

TITLE: EVP/CFO

DATE: 9/9/04

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A. GENERAL

1. Total Estimated USAID Amount:	\$9,712,365.00
2. Total Obligated USAID Amount:	\$3,245,000.00
3. Total Program:	\$13,150,471.00
4. Remaining Amount to be Obligated:	\$6,467,365.00
5. Cost-Sharing Amount (Non-Federal):	\$3,438,106.00 (26.15%)
6. Activity Title:	Angola AIDS Prevention Expansion Program
7. USAID Technical Office:	USAID/Angola
8. Tax I.D. Number:	72-00-1548 56-0942853 <i>AKS</i>
9. DUNS No.:	04-005-4827
10. LOC Number:	72-00-1548 72-00-1584 <i>AKS</i>

B. SPECIFIC

MAARD No. 654-0007-3-40218
 APP: 723/41037
 RCN/ECN: F040040
 BPC: GES3-04-21654-4G13
 EOCC: 41000
 Amount: \$342,927.23

MAARD No. 654-0007-3-40218
 APP: 724/51095
 RCN: F040041
 BPC: GCD4-04-21654-IG13
 EOCC: 41000
 Amount: \$1,557,072.77

MAARD No. 654-0007-3-40218
 APP: 724/51095
 RCN: F040042
 BPC: GCD4-04-21654-KG13
 EOCC: 41000
 Amount: \$450,000

MAARD No. 654-0007-3-40230
 APP: 723/41095
 RCN: F040053
 BPC: GCD3-04-21654-RG13
 EOCC: 41000
 Amount: \$300,000

MAARD No. 654-0007-3-40230
APP: 724/51095
RCN: F040054
BPC: GCD4-04-21654-KG13
EOCC: 41000
Amount: \$350,000

MAARD No. 654-0008-3-40235
APP: 723/41021
RCN: F040060
BPC: GDV3-04-21654-KG13
EOCC: 41000
Amount: \$245,000

C. PAYMENT OFFICE

USAID/Washington
M/FM/CMP/GIB-LOC Unit
RRB Room 7.07-107/108
1300 Pennsylvania Avenue NW
Washington D.C., 10523-7700



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Department of State
Washington, DC 20521-2170
United States of America

August 30, 2004

Mr. Alex Brown
Executive Vice President & Chief Financial Officer
Population Services International (PSI)
1120 19th St. NW. Suite 800
Washington D.C. 20038

Reference: APS 690-04-015

Subject: Cooperative Agreement No. 690-A-00-04-00254-00
Angola AIDS Prevention Expansion Program

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

Sincerely yours,



Manuel Marroquin
Regional Agreement Officer
RCSA/Gaborone

Attachments:

- A. Schedule
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TITLE: _____

DATE: _____

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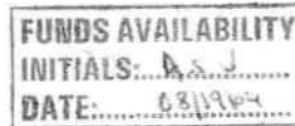
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A. GENERAL

1. Total Estimated USAID Amount:	\$9,712,365.00
2. Total Obligated USAID Amount:	\$3,245,000.00
3. Total Program:	\$13,150,471.00
4. Remaining Amount to be Obligated:	\$6,467,365.00
5. Cost-Sharing Amount (Non-Federal):	\$3,438,106.00 (26.15%)
6. Activity Title:	Angola AIDS Prevention Expansion Program
7. USAID Technical Office:	USAID/Angola
8. Tax I.D. Number:	72-00-1548
9. DUNS No.:	04-005-4827
10. LOC Number:	72-00-1548

B. SPECIFIC

MAARD No. 654-0007-3-40218
 APP: 723/41037
 RCN/ECN: F040040
 BPC: GES3-04-21654-4G13
 EOCC: 41000
 Amount: \$342,927.23



MAARD No. 654-0007-3-40218
 APP: 724/51095
 RCN: F040041
 BPC: GCD4-04-21654-IG13
 EOCC: 41000
 Amount: \$1,557,072.77

MAARD No. 654-0007-3-40218
 APP: 724/51095
 RCN: F040042
 BPC: GCD4-04-21654-KG13
 EOCC: 41000
 Amount: \$450,000

MAARD No. 654-0007-3-40230
 APP: 723/41095
 RCN: F040053
 BPC: GCD3-04-21654-RG13
 EOCC: 41000
 Amount: \$300,000

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EOCC: 41000
Amount: \$450,000

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APP: 723/41095
RCN: F040053
BPC: GCD3-04-21654-RG13
EOCC: 41000
Amount: \$300,000

MAARD No. 654-0007-3-40230
APP: 724/51095
RCN: F040054
BPC: GCD4-04-21654-KG13
EOCC: 41000
Amount: \$350,000

MAARD No. 654-0008-3-40235
APP: 723/41021
RCN: F040060
BPC: GDV3-04-21654-KG13
EOCC: 41000
Amount: \$245,000

C. PAYMENT OFFICE

USAID/Washington
M/FM/CMP/GIB-LOC Unit
RRB Room 7.07-107/108
1300 Pennsylvania Avenue NW
Washington D.C., 10523-7700

SCHEDULE

A.1 PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide support for the program described in Attachment 2 to this Agreement entitled "Program Description."

A.2 PERIOD OF AGREEMENT

1. The effective date of this Agreement is the date of cover letter. The estimated completion date of this Agreement is September 30, 2007.
2. Funds obligated hereunder are available for program expenditures for the estimated period from the effective date through September 30, 2005.

A.3 AMOUNT OF AWARD AND PAYMENT

1. The total estimated amount of this Award for the period shown in A.2.1 above is \$9,712,365.00.
2. USAID hereby obligates the amount of \$3,245,000.00 for program expenditures during the period set forth in A.2.2 above and as shown in the Budget below. The recipient will be given written notice by the Agreement Officer if additional funds will be added. USAID is not obligated to reimburse the recipient for the expenditure of amounts in excess of the total obligated amount.
3. Payment shall be made to the Recipient by Letter of Credit in accordance with procedures set forth in 22 CFR 226.
4. Additional funds up to the total amount of the grant shown in A.3.1 above may be obligated by USAID subject to the availability of funds, satisfactory progress of the project, and continued relevance to USAID programs.

A.4 BUDGET

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

DESIGNATION	AMOUNT
Personnel	\$ 2,271,698
Fringe Benefit	\$ 746,320
Travel	\$ 545,098
Equipment	\$ 85,300
Supplies	\$ 650,980
Subgrant	\$ 1,353,758
Other direct costs	\$ 3,102,669
Indirect costs	\$ 956,542
Total USAID funding	\$ 9,712,365
Matching funds	\$ 3,438,106
Total program	\$13,150,471

A.5 REPORTING AND EVALUATION

1. Financial Reporting

The Recipient shall submit original and (2) copies. Financial Reports shall be in keeping with 22 CFR 226.52.

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 (if necessary) must be submitted via electronic format to the U.S. Department of Health and Human Services (<http://www.dpm.psc.gov>) within 45 calendar days following the end of each quarter. A copy of this form shall also be submitted at the same time to the Cognizant Technical Officer.

2) The SF 269 or 269a (as appropriate) must be submitted to the Cognizant Technical 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/CMP-LOC Unit. The electronic version of the final SF 272 or 272a shall be submitted to HHS in accordance with paragraph (1) above.

2. Program Reporting

a. Annual Implementation Plan

The Recipient shall develop an annual implementation plan and operational budget with benchmarks and targets toward achieving overall goals. The annual implementation plan shall be submitted to the Cognizant Technical Officer no later than 30 days after the signing of the Cooperative Agreement. Subsequent annual implementation plans will be submitted no later than the anniversary date of the Cooperative Agreement or otherwise agreed upon date.

b. Semi-annual progress report

The Recipient shall submit the performance reports to the Cognizant Technical Officer. The performance reports are required to be submitted semi-annually and within 30 days of the end of the reporting period.

The program report shall briefly present the information contained in 22 CFR 226.51(d).

c. Annual performance report

The recipient shall submit the original and electronic copy of an annual performance report. Performance report shall contain in general brief information on: (i) a comparison of the actual vs. planned accomplishments of results and activities established for the period; (ii) the reason why established results were not met, if appropriate; and (iii) implementation issues and recommended solutions.

3. Final Report

The Recipient shall submit the original and one copy of the final report to the Cognizant Technical Officer and one copy to USAID Development Experience Clearinghouse, ATTN: Document Acquisitions, 1611 N. Kent Street, Suite 200, Arlington, VA 22209-2111 (or e-mail: docsubmit@dec.cdie.org).

The Final Report describes the program's achievement in accordance with the indicators identified in the Implementation Plan

4. Foreign taxes reporting

- (a) Annual report. The Contractor must annually submit a report on or before November 17 for each foreign country on the amount of foreign taxes charged, as of September 30 of the same year, by a foreign government on commodity purchase transactions valued at \$500 or more financed with FY 2003 or subsequent U.S. foreign assistance funds under this Cooperative Agreement during the prior U.S. fiscal year, and the amount reimbursed by the foreign government. Reports are required even if the Recipient did not pay any taxes during the reporting period.

(b) Terms. 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, supplies, 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.

(c) Where. The report is due in the Embassy by the deadline provided above. You are requested to submit the report to the Cognizant Technical Officer at least 7 days prior to the Embassy deadline to be forwarded to the Embassy.

(d) Contents of the reports. The reports must contain:

- (i) Contractor name;
- (ii) Contact name with phone, fax and e-mail;
- (iii) Agreement number(s) if reporting by agreement(s);
- (iv) Amount of foreign taxes assessed for each foreign government of any foreign taxes reimbursed by each foreign government;
- (v) Amount of any foreign taxes reimbursed by each foreign government.

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

A.6 INDIRECT COST RATE

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

Description	Rate	Base	Type	Period
Fringe Benefits	39.00%	1/	1/	1/
Overhead	129.00%	2/	2/	2/

1/Base of Application: Total US based direct and indirect labor dollars
Type of Rate: Provisional
Period: 01-01-03 until amended

2/Base of Application: Total US based direct labor and fringe benefit dollars
Type of Rate: Provisional
Period: 01-01-03 until amended

A.7 TITLE TO PROPERTY

Property Title will be vested in the U.S. Government subject to the requirements of 22 CFR 226 30 through 37.

A.8 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this award is 935.

A.9 COST SHARING

The Recipient agrees to expend an amount not less than 26.15% of the total activity costs.

A.10 SUBSTANTIAL INVOLVEMENT

USAID shall have substantial involvement in the following areas of program implementation:

- Review and approval of the annual implementation plan
- Approval of the monitoring and evaluation plan
- Approval of the key personnel detailed below.

A.11 KEY PERSONNEL

The position and individual has been designated as key to the successful completion of the objective of this award. In accordance with the substantial involvement clause of this award, these personnel are subject to the approval of the USAID Technical Officer.

- Louisa Norman, Country Representative
- Patricia Da Silva, Communications Director
- Denise Figueiredo, Training Coordinator
- Pedro Sapalalo, Research Coordinator

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 earned under this award shall be used to finance the non-Federal share.

A.13 EXECUTIVE ORDER ON TERRORISM FINANCING

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

A.14 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES

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 [<http://www.info.usaid.gov/pubs/ads/300/refindx3.htm>] or as approved by the AO.

ATTACHEMENT II PROGRAM DESCRIPTION

ANGOLA AIDS PREVENTION EXPANSION PROGRAM

PROGRAM DESCRIPTION

PROGRAM OVERVIEW

The overall aim of this program is to contribute significantly to the improvement of the health status of Angolans by reducing morbidity and mortality through two mutually reinforcing social marketing components: HIV/AIDS prevention and malaria prevention. The goals and proposed activities of PSI/Angola (PSI/A) directly contribute to the achievement of USAID's Strategic Objective Number 7.

The objectives of this program are to:

1. Implement effective behavior change communication strategies on HIV/AIDS prevention and malaria prevention to high risk groups and target populations in high risk areas.
2. Increase access to, and informed demand for, socially marketed products for HIV/Aids prevention and malaria prevention.
3. Measure the health impact of the social marketing and behavior change communication strategies using regular research and up to date methods.

The program will utilize state-of-the-art social marketing strategies, interventions, methods and techniques based on the most current evaluation and research evidence and 'lessons learned' from program experiences in Angola and other countries. The program is intended to produce measurable results in the social marketing of health promotion and behavior change and of disease prevention, making the best use of USAID resources.

A. Objectives

The overall aim of this program is to contribute significantly to the improvement of the health status of Angolans through two social marketing components: HIV/AIDS prevention and malaria prevention. The goals and proposed activities of PSI/A directly contribute to the achievement of USAID's Strategic Objective Number 7.

The HIV/AIDS and malaria programs are mutually reinforcing; infection with HIV/AIDS can increase the frequency of malaria episodes, along with the severity of clinical malaria in adults in malaria endemic settings. HIV positive pregnant women co-infected with malaria infections have been shown to have worse pregnancy outcomes and an increased risk of maternal, prenatal and infant death.

PSI/A's HIV/AIDS prevention interventions are designed to target both core transmitters namely commercial sex workers (CSWs) and transporters, and at risk youth (primarily of low income and aged between 13 and 24). Malaria activities are designed to target pregnant women and children under 5 (PWUF) and to grow the overall market for long lasting insecticide-treated nets (LLITNs) in Angola.

The objectives are to:

1. Implement effective behavior change communication strategies on HIV/AIDS prevention and malaria prevention to high risk groups and target populations in high risk areas and to support and build the capacity of partner organizations to do the same. Communications strategies will focus on increased knowledge of effective prevention strategies and increased risk perception and self-efficacy.
2. Increase access to, and informed demand for, socially marketed products for HIV/Aids prevention and malaria prevention. PSI/A will refocus the distribution of condoms to high risks outlets and ensure increased availability outside Luanda. PSI/A will also launch LLITNs and develop a phased expansion plan for nets outside Luanda.
3. Measure the health impact of the social marketing and behavior change communication strategies using regular research and up to date methods.

B. Overall Program Priority Areas for Interventions and Results

The following program interventions and activities are intended to be illustrative and not to limit creative approaches.

HIV/AIDS Prevention

The areas of focus for HIV/AIDS prevention will include, but not be limited to, behavior change communication emphasizing all prevention methods and social marketing of condoms.

PSI/A aims to increase safer sexual behavior among the following target groups:

- CSWs
- Transporters
- Low income youth aged 13 to 24

The proposed intervention will have three key outputs which have been designed taking into account research findings for the target groups. The focus will be on increasing knowledge and awareness, self-efficacy and risk perception and increasing access.

Increased Knowledge:

Activities designed to achieve this output will focus on raising awareness of effective prevention methods among low-income youth, (particularly out-of-school youth), and transporters. As noted above, information about this last group is so far limited in the Angolan context; however, preliminary work with transporters has found relatively low knowledge levels regarding safer

sexual behavior. As PSI/A research has shown that prevention knowledge among CSWs is already high, PSI/A will focus its activities with this group in other areas.

Transporters: Key themes for this target group will be prevention messages with a focus on partner reduction and correct and consistent condom use. PSI/A will continue to partner with local NGOs to conduct IPC activities and will increase condom distribution / sales to this group. PSI/A will conduct formative research to explore contextual and other barriers to safer behaviors among transporters. Insights from this research will be used to inform behavior change interventions.

Interventions will be focused along major transport routes into and within Angola, including Luanda and sites along border areas.

Low Income Youth: Youth-centered activities will focus on promoting delayed debut particularly among the younger age range (ages 13-17). Among sexually active youth (15-24), emphasis will be placed on the promotion of fidelity, partner reduction and correct and consistent condom use. Prevention information will be disseminated through generic mass media IEC messages and IPC activities. Much of the communication will be through focused IPC activities, as the topics covered are sensitive and require careful treatment. With UNICEF funding, PSI/A has already developed a comprehensive set of training materials which will be rolled out and disseminated under this project. Messages will be crafted in gender specific ways to better address the unique needs and preconceptions of both sexes.

PSI's weekly magazine-style radio program for youth on Radio National, highlights the risks of HIV, addresses sexual issues and decisions that young Angolans face, and provides a unique forum for the open discussion of responsibility and safe sex.

Increased Risk Perception and Self-Efficacy:

Activities designed to achieve this output will focus on increasing personal risk perception and improving each target group's ability to adopt preventative behaviors. IPC activities and branded communications will address issues of condom efficacy by de-stigmatizing condom use and positioning condoms as a respectable and socially responsible product for safer, healthier living.

The level of social support can highly influence an individual's motivation and self-perceived ability to adopt safer sexual behavior. PSI/A activities will work with potential influences of youth and other target groups to reinforce messages and enhance social support. Such influences include peers, sexual partners and popular cultural figures such as musicians and religious leaders.

Issues pertaining to risk perception and self-efficacy are often best addressed in small groups that allow for open discussion. PSI/A has developed a series of IPC training modules which stage condom negotiation role-plays, demonstrate useful strategies, and conduct condom use demonstrations. PSI/A will continue to develop new modules, particularly related to partner reduction and delay of sexual debut to improve self-efficacy among target groups. NGO partners

will be trained to implement these new modules and will be provided with necessary materials to scale-up activities nation-wide.

Transporters and CSWs: Outreach activities conducted among these target groups will focus on increasing risk perception related to correct and consistent condom use and multiple partners. Among CSWs, IPC activities will focus on strengthening condom negotiation skills by encouraging collaboration amongst CSWs in refusing sex with partners who will not use a condom. Formative research will be conducted among transporters to determine specific risk and self-efficacy issues which will then be used in the design of IPC activities.

Youth: IPC activities conducted among youth will focus on the correlation between risky sexual behavior such as multiple partners and inconsistent condom use and will promote the A, B and C's of prevention as both effective and attainable. Youth focus groups will be conducted to better understand the specific barriers to adequate risk perception. These will help the program craft specific messages that address the unique social norms youth encounter. Partner NGOs will conduct skills building sessions with young women to improve their ability to refuse sex and negotiate condom use. Gender specific social norms will also be addressed in order to hone in on the perspectives of both girls and boys.

Increased Informed Demand and Availability of Condoms:

Branded and generic mass media advertising including, for example, radio, television and billboard campaigns will expose the primary target group to safer sexual behavior messages in order to desensitize and normalize the subject. Point of sales materials and promotional items such as posters, and flags will be distributed to retail outlets and NGO partners to further support distribution and mass media efforts.

The major sales and distribution priority will be the continuation of the national roll out. From 2004 to 2007, PSI/A will continue to build sales outside Luanda in target provinces where the HIV/AIDS risk is likely to be highest.

In the greater Luanda area there are many untapped low-income districts and high risk outlets. The sales team will educate retailers located in these areas about the closest wholesaler of *Legal* condoms and facilitate the uplifting of stock. A distribution survey planned for 2004 will indicate the outlets in which growth has taken place and in which there is potential for further development over the next three years.

Currently there are no national distributors in Angola. For the time being PSI/A works through pharmaceutical and commercial wholesalers and uses its sales force to uplift stock. Distribution will continue to focus on non-traditional outlets that are accessed by high risk groups.

Malaria Prevention

The areas of focus for malaria prevention will include, but not be limited to:- distribution of long-lasting insecticide treated nets (LLITNs) to target groups through health centers and commercial retail outlets.

PSI/A will focus on targeting low income pregnant women and children under five (PWUF) due to their biological and economic vulnerability. The goals of this project are consistent with USAID's Objective 7 and the National Malaria Control Program's (NMCP) goal of reducing the malaria burden by 25% by 2006 and 50% by 2010.

The project purpose will be achieved through two outputs that address the principal barriers to increased use of LLITNs in the intervention area:

- Increased informed demand for LLITNs. Preliminary research conducted by PSI/A shows that many Angolans are unaware of the risks that malaria poses for PWUF; awareness of the benefits of LLITN use is also low. Increased knowledge and awareness are the first steps toward behavior change that results in consistent use.
- Increased access to LLITNs among low income households with PWUF. Increasing access to LLITNs is essential to increase use among populations who have been made aware of the health risks of malaria. These groups face physical and financial obstacles to purchase and use as nets are not widely available, and where they are, they tend to be expensive, untreated and of variable quality.

Coverage Plus is PSI's approach to LLITN programming. The primary objective of Coverage Plus is to increase LLITN coverage for maximum health impact. The "Plus" refers to the approach's active collaboration with the commercial sector to enhance the prospects for commercially-priced products. PSI/A will be launching two brands of LLITN – one aimed specifically at the PWUF target group and sold at subsidized prices through ante-natal clinics and the other commercially priced and sold through commercial outlets. Income from the commercially priced nets is revolved to help fund further purchases of commercially-priced products and reduce the overall donor burden of net purchase.

Increased Informed Demand for LLITNs:

"Pull" activities to stimulate demand – PSI/A actively markets an LLITN brand to encourage product trial and increase LLITN coverage.

Although the subsidized nets will be branded and promoted as affordable and safe, the communication strategy will center on IPC rather than mass media. PSI/A will use IPC to educate consumers about the subsidized nets and the benefits of using LLITNs in preventing malaria. Interpersonal communicators at health centers will be trained to promote the use of LLITNs, reinforce generic malaria campaigns, and demonstrate appropriate use of the product. Printed materials will be produced on a highly targeted basis for distribution only within participating health centers.

Advertising and promotion of the cost recovery net will focus on the advantages of the technology, positioning the net as the premium brand. PSI/A will use mass media, including radio to disseminate these messages to a higher socio-economic market segment. The objective of these campaigns is to increase consumer demand for the net and to help lift the entire LLITN category.

Increased Access:

“Push” activities to stimulate supply - PSI/A will act as a retail developer by building trade networks (many of which are already established through the *Legal* sales networks), as a distributor by procuring product and setting prices and margins and restocking wholesalers and retailers.

Participation of Local Partners:

As implementation of field activities in Angola is via partner NGO/CBO staff, rather than directly by PSI/A staff. PSI/A has already trained numerous other organizations in Angola and PSI/A currently provides IPC training, materials and financial support to its implementing partners and is committed to continuing this model. PSI/A intends to continue to act as a resource to other organizations for HIV/AIDS interventions and to increase the level of training and interventions taking place outside Luanda and also to seek partners to implement focused interventions to high risk target groups.

C. Local Collaboration

To date, PSI/A has worked closely with the PNLs, UNAIDS/WHO/UNICEF, the CDC, the Catholic and Protestant churches, the donor community and a number of local NGOs/CBOs on the development, implementation and evaluation of various HIV/AIDS prevention initiatives in Angola. PSI/A will continue these existing partnerships and will expand partnerships with local and international NGOs and faith-based organizations active in the provinces. PSI/A is and will continue to be an active member of the Global Fund Country Coordinating Mechanism (CCM) and is committed to furthering national coordination on HIV/AIDS in Angola.

Faith-based organizations such as churches and religious organizations will remain a key part of PSI/A’s communications strategy to address HIV/AIDS prevention – PSI/A will continue to take part in conferences and to work with faith-based organizations wherever possible in order to stimulate discussion, debate and understanding on issues surrounding HIV/AIDS prevention.

RESULTS AND REPORTING**A. Magnitude and Nature of Expected Results**

Key indicators have been identified to gauge the performance and guide the management of this project over the next three years. These indicators reflect specific behaviors, practices, knowledge and attitudes which have been selected as factors in determining the outcomes of the two intervention areas.

Project results will be measured by the following illustrative indicators and others outlined as goal, purpose and output level indicators shown in the project logframe.

- % of CSWs who report always using a condom with paying customers
- % of transporters reporting a decrease in the number of commercial partners in the last year
- Median age of sexual debut
- % of youth who have had sex with more than one partner in the last three months
- % of transporters who can correctly identify three ways to prevent HIV transmission
- % of youth (15-24) who can correctly identify three ways to prevent HIV transmission

- % of CSWs who believe that they are at high risk for HIV because they do not always use condoms.
- % of CSWs who find it difficult to negotiate condom use with their clients
- % of transporters who know that a healthy looking person can have HIV
- % of transporters who believe that they are at risk for HIV
- % of youth (15-24) in Luanda who know that a healthy looking person can have HIV
- % of sexually active youth (15-24) who believe that they are at no risk of HIV
- Sales of condoms in high risk settings for HIV transmission
- Sales of LLITNs
- % households owning at least one ITN
- % of PWUF who slept under a LLITN the night preceding the survey.
- % of Luanda adults who know that malaria is most dangerous for pregnant women
- % of Luanda adults who know that malaria is most dangerous for children
- % of Luanda adults who know that malaria is only transmitted through night biting mosquitoes
- % of mothers/caregivers who can correctly identify fever as the main symptom of malaria

B. Measuring Results

PSI/A's monitoring and evaluation plan endeavors to:

- 1) provide periodic data to project managers so that decisions are evidence-based and adapted to evolving situations;
- 2) track achievement of quantitative objectives; and
- 3) evaluate the effectiveness of project activities in achieving targets for health impact. Due to the general lack of availability of external research in Angola, PSI/A will use comprehensive internal research instruments in order to develop and pre-test concepts, segment, and monitor and evaluate the proposed interventions. Monthly sales data also enables PSI/Angola to monitor

**ATTACHMENT III
STANDARD PROVISIONS FOR U.S., NONGOVERNMENTAL RECIPIENTS**

C.1 APPLICABILITY OF 22 CFR PART 226 (APRIL 1998)

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

(b) For any subawards made with entities which fall outside of the definition of "Recipient" (such as Non-US organizations) the Recipient shall include the applicable "Standard Provisions for Non-US Nongovernmental Grantees" except for the "Accounting, Audit and Records" Standard Provision. Recipients are required to ensure compliance with subrecipient monitoring procedures in accordance with OMB Circular A-133 and shall insert an appropriate provision on accounting, audit and records.

C.2 INELIGIBLE COUNTRIES (MAY 1986)

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

C.3 NONDISCRIMINATION (MAY 1986)

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

C.4 INVESTMENT PROMOTION (JANUARY 1994)

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

C.5 NONLIABILITY (NOVEMBER 1985)

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

C.6 AMENDMENT (NOVEMBER 1985)

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

C.7 NOTICES (NOVEMBER 1985)

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

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

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

C.8 SUBAGREEMENTS (JUNE 1999)

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

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

Information collection requirements imposed by this grant are covered by OMB approval number 0412-0510; the current expiration date is 11/30/2000. Identification of the Standard Provision containing the requirement and an estimate of the public reporting burden (including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information) are set forth below.

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

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

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

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

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

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

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

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

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

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

Prior approval will be deemed to have been met when:

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

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

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

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

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

(A) The United States (USAID Geographic Code 000),

(B) The Cooperating Country,

(C) USAID Geographic Code 941, and

(D) USAID Geographic Code 935

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

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

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

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

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

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

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

(c) Printed or Audio-Visual Teaching Materials: If the effective use of printed or audio-visual teaching materials depends upon their being in the local language and if such materials are intended for technical assistance projects or activities financed by USAID in whole or in part and

if other funds including U.S.-owned or U.S.-controlled local currencies are not readily available to finance the procurement of such materials, local language versions may be procured from the following sources, in order of preference:

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

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

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

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

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

C.12 USE OF POUCH FACILITIES (AUGUST 1992)

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

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

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

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

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

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

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

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

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

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

C.13 INTERNATIONAL AIR TRAVEL AND TRANSPORTATION (JUNE 1999)

(a) PRIOR BUDGET APPROVAL

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

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

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

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

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

(b) NOTIFICATION

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

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

(ii) the recipient expects significant administrative or substantive programmatic support from the Mission. Neither the USAID Mission nor the Embassy will require Country Clearance of employees or contractors of USAID Recipients.

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

(i) Send a written notice to the cognizant USAID Technical Office in the Mission. If the recipient's primary point of contact is a Technical Officer in USAID/W, the recipient may send the notice to that person. It will be the responsibility of the USAID/W Technical Officer to forward the notice to the field.

(ii) The notice should be sent as far in advance as possible, but at least 14 calendar days in advance of the proposed travel. This notice may be sent by fax or e-mail. The recipient should retain proof that notification was made.

(iii) The notification shall contain the following information: the award number, the cognizant Technical Officer, the traveler's name (if known), date of arrival, and the purpose of the trip.

(iv) The USAID Mission will respond only if travel has been denied. It will be the responsibility of the Technical Officer in the Mission to contact the recipient within 5 working days of having received the notice if the travel is denied. If the recipient has not received a response within the time frame, the recipient will be considered to have met these standards for notification, and may travel.

(v) If a subrecipient is required to issue a Notification, as per this section, the subrecipient may contact the USAID Technical Officer directly, or the prime may contact USAID on the subrecipient's behalf.

(c) SECURITY ISSUES

Recipients are encouraged to obtain the latest Department of State Travel Advisory Notices before travelling. These Notices are available to the general public and may be obtained directly from the State Department, or via Internet. Where security is a concern in a specific region, recipients may choose to notify the US Embassy of their presence when they have entered the country. This may be especially important for long-term posting.

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

Travel to certain countries shall, at USAID's option, be funded from U.S.-owned local currency. When USAID intends to exercise this option, USAID will either issue a U.S. Government S.F. 1169, Transportation Request (GTR) which the grantee may exchange for tickets, or issue the tickets directly. Use of such U.S.-owned currencies will constitute a dollar charge to this grant.

(e) THE FLY AMERICA ACT

The Fly America Act (49 U.S.C. 40118) requires that all air travel and shipments under this award must be made on U.S. flag air carriers to the extent service by such carriers is available. The Administrator of General Services Administration (GSA) is authorized to issue regulations for purposes of implementation. Those regulations may be found at 41 CFR part 301, and are hereby incorporated by reference into this award.

(f) COST PRINCIPLES

The recipient will be reimbursed for travel and the reasonable cost of subsistence, post differentials and other allowances paid to employees in international travel status in accordance with the recipient's applicable cost principles and established policies and practices which are uniformly applied to federally financed and other activities of the grantee. If the recipient does not have written established policies regarding travel costs, the standard for determining the reasonableness of reimbursement for overseas allowance will be the Standardized Regulations (Government Civilians, Foreign Areas), published by the U.S. Department of State, as from time to time amended. The most current subsistence, post differentials, and other allowances may be obtained from the Agreement Officer.

(g) SUBAWARDS.

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

C.14 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 grantee may request a determination of non-availability from the USAID Transportation Division, Office of Procurement, Washington, D.C. 20523, giving the basis for the request which will relieve the grantee of the requirement to use U.S. flag vessels for the amount of tonnage included in the determination. Shipments made on non-free world ocean vessels are not reimbursable under this grant.

(d) The recipient shall send a copy of each ocean bill of lading, stating all of the carrier's charges including the basis for calculation such as weight or cubic measurement, covering a shipment under this agreement to:

U.S. Department of Transportation, Maritime Administration, Division of National Cargo, 400 7th Street, S.W., Washington, DC 20590, and U.S. Agency for International Development, Office of Procurement, Transportation Division 1300 Pennsylvania Avenue, N.W. Washington, DC 20523-7900

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

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

C.15 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 Eligible 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.

C.16 NEGOTIATED INDIRECT COST RATES - PROVISIONAL (NONPROFIT) (APRIL 1998)

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

(b) Within the earlier of 30 days after receipt of the A-133 audit report or nine months after the end of the audit period, the recipient shall submit to the cognizant agency for audit the required OMB Circular A-133 audit report, proposed final indirect cost rates, and supporting cost data. If USAID is the cognizant agency or no cognizant agency has been designated, the recipient shall submit four copies of the audit report, along with the proposed final indirect cost rates and supporting cost data, to the Overhead, Special Costs, and Closeout Branch, Office or Procurement, USAID, Washington, DC 20523-7802. The proposed rates shall be based on the recipient's actual cost experience during that fiscal year. Negotiations of final indirect cost rates shall begin soon after receipt of the recipient's proposal.

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

(d) The results of each negotiation shall be set forth in a written indirect cost rate agreement signed by both parties. Such agreement is automatically incorporated into this award and shall

specify (1) the agreed upon final rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. The agreement shall not change any monetary ceiling, award obligation, or specific cost allowance or disallowance provided for in this award.

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

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

C.17 PUBLICATIONS AND MEDIA RELEASES (JANUARY 2004)

(a) USAID shall be prominently acknowledged in all publications, videos or other information/media products funded or partially funded through this award, and the product shall state that the views expressed by the author(s) do not necessarily reflect those of USAID. Acknowledgements should identify the sponsoring USAID Office and Bureau or Mission as well as the U.S. Agency for International Development substantially as follows:

"This [publication, video or other information/media product (specify)] was made possible through support provided by the Office of _____ Bureau for _____, U.S. Agency for International Development, under the terms of Award No. _____. The opinions expressed herein are those of the author(s) and do not necessarily reflect the views of the U.S. Agency for International Development."

(b) Unless the recipient is instructed otherwise by the Cognizant Technical Officer, publications, videos or other information/media products funded under this award and intended for general readership or other general use will be marked with the USAID logo and/or U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT appearing either at the top or at the bottom of the front cover or, if more suitable, on the first inside title page for printed products, and in equivalent appropriate location in videos or other information/media products. Logos and markings of co-sponsors or authorizing institutions should be similarly located and of similar size and appearance.

(c) The recipient shall provide the USAID Cognizant Technical Officer one copy of all published works developed under the award with lists of other written work produced under the award. In addition, the recipient shall submit one electronic or one hard copy of final documents (electronic copies are preferred) to USAID's Development Clearing House (DEC) in to one of the following: (A) Via E-mail: docsubmit@dec.cdie.org; (B) Via US Postal Service: USAID Development Experience Clearinghouse (DEC) 8403 Colesville Road Suite 210 Silver Springs MD 20910 USA (C) Via Fax: (301) 588-7787 or (D) Online: <http://www.dec.org/index.cfm?useaction=docSubmit.home>

(d) Electronic documents may be submitted on 3.5" diskettes or as e-mail attachments, and should consist of only one electronic file that comprises the complete and final equivalent of the paper copy; otherwise, a hard copy should be sent. Acceptable software formats for electronic documents include Microsoft Word, WordPerfect, Microsoft Excel and Portable Document Format (PDF).

(e) Each document submitted to PPC/CDIE/DIO should include the following information: 1) descriptive title; 2) author(s) name; 3) award number; 4) sponsoring USAID office; 5) date of publication; 6) software name and version (if electronic document is sent).

(f) In the event award funds are used to underwrite the cost of publishing, in lieu of the publisher assuming this cost as is the normal practice, any profits or royalties up to the amount of such cost shall be credited to the award unless the schedule of the award has identified the profits or royalties as program income.

(g) Except as otherwise provided in the terms and conditions of the award, the author or the recipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this award, but USAID reserves a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

C.18 PARTICIPANT TRAINING (APRIL 1998)

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

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

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

C.19 VOLUNTARY POPULATION ACTIVITIES (MARCH 1999)

(Revised in accordance with "White House Memorandum" March 2001)

This provision is applicable to all awards involving any aspect of voluntary population activities

(a) Voluntary Participation and Family

Planning Methods

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

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

(b) Requirements for Voluntary Family

Planning Projects

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

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

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

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

decreases based on a predetermined number of births, number of family planning acceptors, or number of acceptors of a particular method of contraception that the personnel affect or achieve.

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

(6) The project shall provide family planning acceptors comprehensible information about the health benefits and risks of the methods chosen, including those conditions that might render the use of the method inadvisable and those adverse side effects known to be consequent to the use of the method.

This requirement may be satisfied by providing information in accordance with the medical practices and standards and health conditions in the country where the project is conducted through counseling, brochures, posters, or package inserts.

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

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

(9) (i) The recipient shall notify USAID when it learns about an alleged violation in a project of the requirements of subparagraphs (3), (4), (5) or (7) of this paragraph; (ii) the recipient shall investigate and take appropriate corrective action, if necessary, when it learns about an alleged violation in a project of subparagraph (6) of this paragraph and shall notify USAID about violations in a project affecting a number of people over a period of time that indicate there is a systemic problem in the project. (iii) The recipient shall provide USAID such additional information about violations as USAID may request.

(c) Additional Requirements for Voluntary Sterilization Programs

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

(2) The recipient shall ensure that any surgical sterilization procedures supported in whole or in part by funds from this award are performed only after the individual has voluntarily appeared at the treatment facility and has given informed consent to the sterilization procedure. Informed consent means the voluntary, knowing assent from the individual after being advised of the surgical procedures to be followed, the attendant discomforts and risks, the benefits to be expected, the availability of alternative methods of family planning, the purpose of the operation

and its irreversibility, and the option to withdraw consent anytime prior to the operation. An individual's consent is considered voluntary if it is based upon the exercise of free choice and is not obtained by any special inducement or any element of force, fraud, deceit, duress, or other forms of coercion or misrepresentation.

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

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

(d) Abortion Restrictions

(1) No funds made available under this award shall 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 women 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 abortion.

(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 in performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.

(e) Ineligibility of Foreign Nongovernmental Organizations that Perform or Actively Promote Abortion as a Method of Family Planning

(1) The recipient agrees that it will not furnish assistance for family planning under this award to any foreign nongovernmental organization that performs or actively promotes abortion as a method of family planning in USAID-recipient countries or that provides financial support to any other foreign nongovernmental organization that conducts such activities. For purposes of this paragraph (e), a foreign nongovernmental organization is a nongovernmental organization that is not organized under the laws of any State of the United States, District of Columbia or the Commonwealth of Puerto Rico.

(2) Prior to furnishing funds provided under this award to another nongovernmental organization organized under the laws of any State of the United States, the District of Columbia, or the Commonwealth of Puerto Rico, the recipient shall obtain the written agreement of such organization that the organization shall not furnish assistance for family planning under this award to any foreign nongovernmental organization except under the conditions and requirements that are applicable to the recipient as set forth in this paragraph (e).

(3) The recipient may not furnish assistance for family planning under this award to a foreign nongovernmental organization (the subrecipient) unless:

(i) The subrecipient certifies in writing that it does not perform or actively promote abortion as a method of family planning in USAID-recipient countries and does not provide financial support to any other foreign nongovernmental organization that conducts such activities; and

(ii) The recipient obtains the written agreement of the subrecipient containing the undertakings described in subparagraph (4) below.

(4) Prior to furnishing assistance for family planning under this award to a subrecipient, the subrecipient must agree in writing that:

(i) The subrecipient will not, while receiving assistance under this award, perform or actively promote abortion as a method of family planning in USAID-recipient countries or provide financial support to other foreign nongovernmental organizations that conduct such activities;

(ii) The recipient and authorized representatives of USAID may, at any reasonable time: (A) inspect the documents and materials maintained or prepared by the subrecipient in the usual course of its operations that describe the family planning activities of the subrecipient, including reports, brochures and service statistics; (B) observe the family planning activity conducted by the subrecipient; (C) consult with family planning personnel of the subrecipient; and (D) obtain a copy of the audited financial statement or report of the subrecipient, if there is one;

(iii) In the event that the recipient or USAID has reasonable cause to believe that a subrecipient may have violated its undertaking not to perform or actively promote abortion as a method of family planning, the recipient shall review the family planning program of the subrecipient to determine whether a violation of the undertaking has occurred. The subrecipient shall make available to the recipient such books and records and other information as may be reasonably requested in order to conduct the review. USAID may also review the family planning program of the subrecipient under these circumstances, and USAID shall have access to such books and records and information for inspection upon request;

(iv) The subrecipient shall refund to the recipient the entire amount of assistance for family planning furnished to the subrecipient under this award in the event it is determined that the certification provided by the subrecipient under subparagraph (3), above, is false;

(v) Assistance for family planning provided to the subrecipient under this award shall be terminated if the subrecipient violates any undertaking in the agreement required by subparagraphs (3) and (4), and the subrecipient shall refund to the recipient the value of any assistance furnished under this award that is used to perform or actively promote abortion as a method of family planning; and

(vi) The subrecipient may furnish assistance for family planning under this award to another foreign nongovernmental organization (the sub-subrecipient) only if: (A) the sub-subrecipient certifies in writing that it does not perform or actively promote abortion as a method of family planning in USAID-recipient countries and does not provide financial support to any other foreign nongovernmental organization that conducts such activities; and (B) the subrecipient obtains the written agreement of the sub-subrecipient that contains the same undertakings and obligations to the subrecipient as those provided by the subrecipient to the recipient as described in subparagraphs (4)(i)-(v) above.

(5) Agreements with subrecipients and sub-subrecipients required under subparagraphs (3) and (4) shall contain the definitions set forth in subparagraph (10) of this paragraph (e).

(6) The recipient shall be liable to USAID for a refund for a violation of any requirement of this paragraph (e) only if: (i) the recipient knowingly furnishes assistance for family planning to a subrecipient who performs or actively promotes abortion as a method of family planning; or (ii) the certification provided by a subrecipient is false and the recipient failed to make reasonable efforts to verify the validity of the certification prior to furnishing assistance to the subrecipient; or (iii) the recipient knows or has reason to know, by virtue of the monitoring which the recipient is required to perform under the terms of this award, that a subrecipient has violated any of the undertakings required under subparagraph (4) and the recipient fails to terminate assistance for family planning to the subrecipient, or fails to require the subrecipient to terminate assistance to a sub-subrecipient that violates any undertaking of the agreement required under subparagraph (4)(vi), above. If the recipient finds, in exercising its monitoring responsibility under this award, that a subrecipient or sub-subrecipient receives frequent requests for the information described in subparagraph (10)(iii)(A)(II), below, the recipient shall verify that this information is being provided properly in accordance with subparagraph (10)(iii)(A)(II) and shall describe to USAID the reasons for reaching its conclusion.

(7) In submitting a request to USAID for approval of a recipient's decision to furnish assistance for family planning to a subrecipient, the recipient shall include a description of the efforts made by the recipient to verify the validity of the certification provided by the subrecipient. USAID may request the recipient to make additional efforts to verify the validity of the certification. USAID will inform the recipient in writing when USAID is satisfied that reasonable efforts have been made. If USAID concludes that these efforts are reasonable within the meaning of subparagraph (6) above, the recipient shall not be liable to USAID for a refund in the event the subrecipient's certification is false unless the recipient knew the certification to be false or misrepresented to USAID the efforts made by the recipient to verify the validity of the certification.

(8) It is understood that USAID may make independent inquiries, in the community served by a subrecipient or sub-subrecipient, regarding whether it performs or actively promotes abortion as a method of family planning.

(9) A subrecipient must provide the certification required under subparagraph (3) and a sub-subrecipient must provide the certification required under subparagraph (4)(vi) each time a new agreement is executed with the subrecipient or sub-subrecipient in furnishing assistance for family planning under the award.

(10) The following definitions apply for purposes of this paragraph (e):

(i) Abortion is a method of family planning when it is for the purpose of spacing births. This includes, but is not limited to, abortions performed for the physical or mental health of the mother, but does not include abortions performed if the life of the mother would be endangered if the fetus were carried to term or abortions performed following rape or incest (since abortion under these circumstances is not a family planning act).

(ii) To perform abortions means to operate a facility where abortions are performed as a method of family planning. Excluded from this definition are clinics or hospitals that do not include abortion in their family planning programs. Also excluded from this definition is the treatment of injuries or illnesses caused by legal or illegal abortions, for example, post-abortion care.

(iii) To actively promote abortion means for an organization to commit resources, financial or other, in a substantial or continuing effort to increase the availability or use of abortion as a method of family planning.

(A) This includes, but is not limited to, the following:

(I) Operating a family planning counseling service that includes, as a part of the regular program, providing advice and information regarding the benefits and availability of abortion as a method of family planning;

(II) Providing advice that abortion is an available option in the event other methods of family planning are not used or are not successful or encouraging women to consider abortion (passively responding to a question regarding where a safe, legal abortion may be obtained is not considered active promotion if the question is specifically asked by a woman who is already pregnant, the woman clearly states that she has already decided to have a legal abortion, and the family planning counselor reasonably believes that the ethics of the medical profession in the country requires a response regarding where it may be obtained safely);

(III) Lobbying a foreign government to legalize or make available abortion as a method of family planning or lobbying such a government to continue the legality of abortion as a method of family planning; and

(IV) Conducting a public information campaign in USAID- recipient countries regarding the benefits and/or availability of abortion as a method of family planning.

(B) Excluded from the definition of active promotion of abortion as a method of family planning are referrals for abortion as a result of rape or incest, or if the life of the mother would be endangered if the fetus were carried to term. Also excluded from this definition is the treatment of injuries or illnesses caused by legal or illegal abortions, for example, post-abortion care.

(C) Action by an individual acting in the individual's capacity shall not be attributed to an organization with which the individual is associated, provided that the organization neither endorses nor provides financial support for the action and takes reasonable steps to ensure that the individual does not improperly represent that the individual is acting on behalf of the organization.

(iv) To furnish assistance for family planning to a foreign nongovernmental organization means to provide financial support under this award to the family planning program of the organization, and includes the transfer of funds made available under this award or goods or services financed with such funds, but does not include the purchase of goods or services from an organization or the participation of an individual in the general training program of the recipient, subrecipient or sub-subrecipient.

(v) To control an organization means the possession of the power to direct or cause the direction of the management and policies of an organization.

(11) In determining whether a foreign nongovernmental organization is eligible to be a subrecipient or sub-subrecipient of assistance for family planning under this award, the action of separate nongovernmental organizations shall not be imputed to the subrecipient or sub-subrecipient, unless, in the judgment of USAID, a separate nongovernmental organization is being used as a sham to avoid the restrictions of this paragraph (e). Separate nongovernmental organizations are those that have distinct legal existence in accordance with the laws of the countries in which they are organized. Foreign organizations that are separately organized shall not be considered separate, however, if one is controlled by the other. The recipient may request USAID's approval to treat as separate the family planning activities of two or more organizations, that would not be considered separate under the preceding sentence, if the recipient believes, and provides a written justification to USAID therefore, that the family planning activities of the organizations are sufficiently distinct so as to warrant not imputing the activity of one to the other.

(12) Assistance for family planning may be furnished under this award by a recipient, subrecipient or sub-subrecipient to a foreign government event though the government includes abortion in its family planning program, provided that no assistance may be furnished in support of the abortion activity of the government and any funds transferred to the government shall be placed in a segregated account to ensure that such funds may not be used to support the abortion activity of the government.

(13) The requirements of this paragraph are not applicable to child spacing assistance furnished to a foreign nongovernmental organization that is engaged primarily in providing health services if the objective of the assistance is to finance integrated health care services to mothers and children and child spacing is one of several health care services being provided by the organization as part of a larger child survival effort with the objective of reducing infant and child mortality.

(f) The recipient shall insert paragraphs (a), (b), (c), (d), and (f) of this provision in all subsequent subagreements and contracts involving family planning or population activities that will be supported in whole or in part from funds under this award. Paragraph (e) shall be inserted in subagreements and sub-subagreements in accordance with the terms of paragraph (e). The term subagreements means subgrants and subcooperative agreement.

C.20 PUBLIC NOTICES (AUGUST 1992)

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

"The U.S. Agency for International Development administers the U.S. foreign assistance program providing economic and humanitarian assistance in more than 80 countries worldwide."

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

C.21 COMMUNICATIONS PRODUCTS (OCT 1994)

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

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

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

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

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

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

C.22 COST SHARING (MATCHING) (JAN 2002)

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

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

C.23 PROHIBITION ON THE USE OF FEDERAL FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF PROSTITUTION - ASSISTANCE (JULY 2004)

(a) The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this agreement may be used to promote, support, or advocate the legalization or practice of prostitution. Nothing in the preceding sentence shall be construed to preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked.

(b) [This subsection (b) only applies to foreign non-governmental organizations and PIOs receiving U.S. Government funds to carry out programs that target victims of severe forms of trafficking as either prime awardees or subawardees.]

(1) For programs that target victims of severe forms of trafficking, as a condition of entering into this agreement or subagreement, the recipient/subrecipient agrees that in its activities outside of the United States and its possessions it does not promote, support, or advocate the legalization or practice of prostitution. The preceding sentence shall not apply to organizations that provide services to individuals solely after they are no longer engaged in activities that resulted from such victims being trafficked.

(2) The following definitions apply for purposes of this clause:

FOREIGN NON-GOVERNMENTAL ORGANIZATION – The term “foreign non-governmental organization” means an entity that is not organized under the laws of any State of the United States, the District of Columbia or the Commonwealth of Puerto Rico.

SEVERE FORMS OF TRAFFICKING IN PERSONS. -- The term “severe forms of trafficking in persons” means—

- (A) sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (B) the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- (c) The recipient shall insert this provision in all sub-agreements under this award.
- (d) This provision includes express terms and conditions of the agreement and any violation of it shall be grounds for unilateral termination, in whole or in part, of the agreement by USAID prior to the end of its term.

C.24 ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (ASSISTANCE) (JULY 2004)

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 combatting 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.

C.25 CONDOMS (ASSISTANCE) (JULY 2004)

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.

C.26 DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (JANUARY 2004)

- (1) The recipient agrees to notify the Agreement Officer immediately upon learning that it or any of its principals:
 - (a) Are presently excluded or disqualified from covered transactions by any Federal department or agency;
 - (b) Have been convicted within the preceding three-years period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;

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

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

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

C.27 DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (DECEMBER 2003)

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

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

C.28 DRUG-FREE WORKPLACE (JANUARY 2004)

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

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

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

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

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

(3) 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.

(4) The recipient agrees that it will establish an ongoing drug-free awareness program to inform employees about

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

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

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

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

(5) 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.

(6) 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.

(7) Within 30 calendar days of learning about an employee's conviction, the recipient must either

(a) Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
(b) Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

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

C.29 GOVERNING EMPLOYEES (AUGUST 1992)

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

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

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

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

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

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

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

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

MEMORANDUM OF NEGOTIATION

RECIPIENT: Population Services International
1120 19th Street NW Suite 800
Washington, D.C. 20036

TYPE OF AWARD: Cooperative Agreement
690-A-00-04-00252-00

MODIFICATION NUMBER: Four (4)

MAARD NO.: 654-0011-3-60048

AMOUNT OBLIGATED THIS ACTION: \$1,950,779.00

CUMULATIVE AMOUNT OBLIGATED: \$8,778,991.00

TOTAL AGREEMENT AMOUNT: \$11,268,448.00

AGREEMENT PERIOD: August 30, 2004 to Sept. 30, 2007

COGNIZANT TECHNICAL OFFICER: Judy Wiegert, USAID/Angola

REG. AGREEMENT OFFICER: Kent J. Howard

NEGOTIATOR: Hossana Agedew

AUTHORITY: The Foreign Assistance Act of 1961, as amended; E.O. 11223; and the Federal Grant and Cooperative Agreement Act of 1982, as amended.

- I. **PURPOSE:** The purpose of this modification is to provide incremental funding in the amount of US\$1,950,779.00, revise key personnel section of the cooperative agreement and update noted standard provisions.
- II. **DISCUSSION:** On July 26, 2006, the Regional Contracting Office received a MAARD requesting the RCO to provide incremental funding in the amount of US\$1,950,779.00. PSI was requested to provide pipeline information and review the draft modification on July 26, 2006 and this information was received on August 17, 2006. The pipeline information reveals that the actual expenditures as of July 2006 is \$4,728,126 with an average burn rate of 69%. PSI expects to spend \$1,690,088 between August 2006 to January 2007 and \$2,360,776.00 from February 2007 to September 2007. Although at this time, PSI has not fully exhausted the obligated amount of US\$6,828,212, the pipeline indicates that the program requires \$4,050,864, of which \$2,100,086 is funds remaining from previous obligation and \$1,950,779 is the new obligation. This modification will increase the total obligated amount from \$6,828,212 to \$8,778,991.

While completing this task, the Negotiator was informed that PSI had undergone changes in staffing and that Ms. Louisa Norma who was approved for the Country Representative position by the CTO was no longer with PSI. Therefore, this modification will replace Ms. Norma with Mr. Tim Neville.

The following standard provisions have also been revised in accordance with recently released AAPDs:

1. Applicability of 22 CFR Part 226 (May 2005)
2. OMB Approval under the Paperwork Reduction Act (December 2003)