



USAID | SOUTHERN AFRICA

FROM THE AMERICAN PEOPLE

July 10, 2006

Pamela Lane Baldwin
Senior Vice President
World Learning for International Development
1015 15th Street NW Suite 750
Washington DC 20005

**Subject: COOPERATIVE AGREEMENT NO. 690-A-00-06-00092-00
CIVIL SOCIETY STRENGTHENING PROGRAM IN ANGOLA**

Dear Ms. Baldwin:

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 World Learning for International Development (hereinafter referred to as the "Recipient" or "World Learning"), the sum set forth in A.3.1 to provide support for the Civil Society Strengthening Program in Angola as described in the Schedule of this award and in Attachment B, entitled "Program Description."

This Cooperative Agreement is effective and obligation is made as of the date of this letter and shall apply to expenditures made by the Recipient in furtherance of program objectives during the period set forth in Section A.2.1 of Attachment A of this Cooperative Agreement. USAID will not be liable for reimbursing the Recipient for any costs in excess of the obligated amount.

This cooperative agreement is made to the Recipient on condition that the funds will be administered in accordance with the terms and conditions as set forth in 22 CFR 226 entitled "Administration of Assistance Awards to U.S. Non-Governmental Organizations" which is incorporated herein by reference and made a part of this Cooperative Agreement, and in Attachments A through E, which together constitute the entire Cooperative Agreement document and 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,

Kent Howard
Regional Agreement Officer

Plot 14818 Lebatlane Road
P.O. Box 2427
Gaborone, Botswana

Tel: +267 392 4449
Fax: +267 392 4404/3924486
website: <http://rcsa.usaid.gov>

Attachments:

- A. Schedule
- B. Program Description
- C. Standard Provisions
- D. Standards for USAID-Funded Communications Products
- E. Marking Plan and Branding Strategy

ACKNOWLEDGED:

WORLD LEARNING FOR INTERNATIONAL DEVELOPMENT

BY:

Paul L. Baldwin

TITLE:

Sr. Vice President

DATE:

July 10, 2006

ACCOUNTING AND APPROPRIATION DATA

A. GENERAL

1. Total Estimated USAID Amount:	\$4,582,543.00
2. Cost-Sharing Amount (Non-Federal):	\$1,124,680.00
4. Total Program Amount	\$5,707,223.00
5. Total Obligated USAID Amount:	\$ 795,000.00
6. Activity Title:	Civil Society Strengthening Program
7. USAID Technical Office:	USAID/Angola
8. Tax I.D. Number:	030-179-592
9. DUNS No.:	07-396-1419
10. LOC Number:	72-00-1317/HHS 69A7P

B. SPECIFIC

1. MAARD NO.	654-0009-3-60040	3. MAARD NO.	654-0009-3-60040
Project No.:	6540009.10	Project No.:	6540009.10
Strategic Objective:	654-009	Strategic Objective:	654-009
Fund:	DV	Fund:	CD-AIDS
Funds BBFY:	DV/2006/2007	Funds BBFY:	CD-AIDS/2006/2007
Distribution:	654-M	Distribution:	654-M
EOCC:	4100201	EOCC:	4100201
Amount:	\$200,000	Amount:	\$95,000
2. MAARD NO.	654-0009-3-60040		
Project No.:	6540009.10		
Strategic Objective:	654-009		
Fund:	CD		
Funds BBFY:	CD/2006/2007		
Distribution:	654-M		
EOCC:	4100201		
Amount:	\$500,000		

C. PAYMENT OFFICE

Office of Financial Management
USAID/Washington
Ronald Reagan Building
M/FM/CMPD/DCB
1300 Pennsylvania Ave., N.W.
Washington, D.C. 20523

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ATTACHMENT A - SCHEDULE

A.1 PURPOSE OF AGREEMENT

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

A.2 PERIOD OF AGREEMENT

1. The effective date of this Agreement is July 10, 2006. The estimated completion date of this Agreement is July 09, 2009.
2. The period of this Cooperative Agreement may be extended to July 09, 2011 subject to availability of funds, satisfactory progress of the project, and continued relevance to USAID programs.
3. With reference to 22 CFR 226.25(e), the Recipient may not unilaterally extend the period of this Cooperative Agreement. Any extension of the period of this Cooperative Agreement must be approved by the Agreement Officer through a modification to this Cooperative Agreement.

A.3 AMOUNT OF AWARD AND PAYMENT

1. The total estimated USAID amount of this Award for the period shown in A.2.1 above is **\$4,582,543**.
2. USAID hereby obligates the amount of **\$795,000** for purposes of this Agreement and shall be used to fund program activities beginning with the effective date until July 09, 2009. The Agreement Officer will notify the Recipient, in writing, if funds will be added. USAID is not obligated to reimburse the Recipient for amounts expended in excess of the total obligated amount.
3. Payment shall be made to the Recipient via Letter of Credit in accordance with procedures set forth in 22 CFR 226.22.
4. Additional funds up to the total estimated USAID amount of the Cooperative Agreement 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

1. 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 226.25.

Personnel	\$ 759,808
Fringe Benefits	\$ 204,319
Contractual	\$ 12,030
Travel	\$ 271,388
Equipment	\$ 62,030
Supplies	\$ 20,956
Other Direct Costs	\$1,257,009
Sub-Grants	\$1,375,000
Indirect Costs	<u>\$ 620,003</u>
Total USAID Funding	\$4,582,543
Total Recipient Cost Share	\$1,124,680
TOTAL PROGRAM COST	\$5,707,223

2. Pursuant to 22 CFR 226.25, inclusion of any cost in the budget of this Cooperative Agreement constitutes prior approval under the applicable cost principles (see 22 CFR 226.27) unless specified elsewhere in the Cooperative Agreement.

A.5 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:

<u>Description</u>	<u>Rate</u>	<u>Base</u>	<u>Type</u>	<u>Period</u>
Indirect Cost	26.00%	1/	1/	1/
1/Base of Application:	Modified total direct costs (total direct costs minus office rent and equipment with unit cost of \$5,000 or more)			
Type of Rate:	Provisional			
Period:	07-01-04 until amended.			

A.6 COST SHARING

The Recipient agrees to expend an amount not less than 25% of USAID budget funds expended, up to \$1,124,680 as its cost share to the program. Elements of the Recipient’s cost share would include: salary and allowances of Democracy Fellow; salary and fringe benefit of Civil Society and Social Change Director; in-kind contributions from participant civil society organizations; in-kind contributions from sub-grantees; indirect costs associated with cost share elements; and indirect costs on sub-grants. Cost sharing contributions shall meet the criteria as set out in 22 CFR 226.23.

A.7 PROGRAM INCOME

The Recipient shall account for Program Income in accordance with 22 CFR 226.24. Program Income earned under this award shall be added to the project.

A.8 REPORTING AND EVALUATION

1. Financial Reporting

Financial reporting requirements shall be in accordance with 22 CFR 226.22 and/or 22 CFR 226.52 regarding Letter of Credit:

- a) The Recipient shall comply with instructions issued by the USAID/Washington Office of Financial Management regarding use of the Letter of Credit. The Recipient shall submit the Standard Form 272 and 272a (if necessary) via electronic format to the U.S. Department of Health and Human Services (<http://www.dpm.psc.gov>). A copy of these forms shall also be simultaneously submitted to the Controller and the Cognizant Technical Officer (CTO), USAID/Angola, 2550 Luanda Place, Washington, D. C. 20521-2550. These reports shall be submitted within 45 calendar days following the end of each quarter.
- b) The SF 269 or 269a (as appropriate) shall be submitted to the CTO and the Controller, USAID/Angola, 2550 Luanda Place, Washington, D. C. 20521-2550 within 30 calendar days from the end of each quarter, except that the final report shall be submitted within 90 calendar days from the estimated completion date of this Cooperative Agreement.

c) 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 (its address is shown below). The electronic version of the final SF 272 or 272a may be submitted to HHS in accordance with paragraph (a) above.

Office of Financial Management
USAID/Washington
Ronald Reagan Building
M/FM/CMPD/DCB
1300 Pennsylvania Ave., N.W.
Washington, D.C. 20523

d) The Recipient's financial report shall include expenditures of USAID Cooperative Agreement funds provided hereunder, as well as non-federal matching funds and any other contributions.

2. Program Performance Planning and Reporting

a) Annual Work plans

Within five months of the effective date of this Agreement, the Recipient shall submit to the USAID CTO (address in A.7.1.a) two copies of a draft annual work plan covering the first year of this Agreement, **delineated by quarterly periods**. The first annual work plan shall include the first-year activities that the Recipient will implement to achieve the results reflected in and consistent with the Program Description (Attachment B). USAID will review the draft first-year work plan and provide comments and suggestions within 30 days of receipt. The Recipient shall then submit two copies of the final first-year work plan to the USAID CTO for approval not later than 15 days from receipt of USAID's comments/suggestions. The Recipient shall also submit one copy of the final first-year work plan to the Regional Agreement Officer (RAO) (address in cover letter).

The Recipient shall submit two copies of subsequent draft annual work plans to the USAID CTO not later than 60 days prior to the start of the next Agreement year. These subsequent annual work plans shall include updates of the activities which the Recipient proposes to utilize in the coming year to achieve results. The work plans shall be **delineated by quarterly periods**. USAID will review the draft annual work plan and provide comments/suggestions within 15 days of receipt. The Recipient shall then submit two copies of the final annual workplan to the USAID CTO for approval not later than 7 days from receipt of USAID's comments/suggestions. The Recipient shall also submit one copy of the final annual workplan to the RAO.

The Recipient shall submit two copies of any significant workplan changes or revisions to the USAID CTO and one copy to the RAO, and shall obtain the USAID CTO's approval prior to implementing or undertaking such changes or revisions.

Annual workplans and changes/revisions thereto must be within the scope of the Program Description (Attachment B) of this Cooperative Agreement. Workplans and changes/revisions thereto shall describe activities to be conducted during the period at a greater level of detail than the Program Description, but shall not serve to change the Program Description in any way. Therefore, all workplans and changes/revisions thereto shall cross-reference the applicable section(s) in the Program Description.

b) Monitoring and Evaluation Plan

The Recipient shall submit two copies of a draft Monitoring and Evaluation (M&E) plan to the USAID CTO within five months of the effective date of this Agreement. The M&E plan shall cover the full period of this Cooperative Agreement and shall include, but not necessarily be limited to, the following: (1) the results to be achieved by the project; (2) the indicators to be used to measure achievement of the

results; (3) the method of data collection to be used to obtain the indicator data; and (4) targets for each indicator by year. The Recipient may consult with the USAID CTO in the development of the M&E plan.

Performance monitoring shall focus on whether and to what extent objectives of the Recipient's program are being achieved. The recipient shall establish a performance monitoring system to regularly collect and analyze data which will enable it to track performance and objectively report on its progress in achieving the program results, as described in the Program Description. Performance monitoring plans shall provide a detailed definition of the performance indicators that will be tracked; specify the source, method of collection, and schedule of collection for all required data. The frequency of data collection, as well as the level of detail and degree of comparability of the data collected, shall be proposed by the Recipient and articulated in the monitoring and evaluation plan. NOTE: the data collection process for monitoring critical assumptions and results supported by the Recipient is generally not expected to be as rigorous or systematic as the data collection process for monitoring performance indicators of USAID's Strategic Objectives (SO.) However, the information collected must be at a level of detail and quality that insures that the SO Team has an accurate understanding of the Recipient's progress toward its results and whether each critical assumption continues to hold.

Evaluation shall be used to ascertain why unexpected progress, positive or negative, is being made towards a planned result. When the performance monitoring system indicates that expected results are not being achieved, the Recipient shall seek to determine the reason, usually through the use of one or more evaluative activities. Evaluation shall also be used to explore issues related to sustainability and customer focus.

USAID will review the draft M&IE plan and provide comments/suggestions within 15 days of receipt. The Recipient shall then submit two copies of the final M&E plan to the USAID CTO for approval not later than 7 days from receipt of USAID's comments/suggestions.

c) Quarterly Program Performance Reports

The Recipient shall submit the original and one copy of quarterly program performance reports to the USAID CTO and one copy, in an electronic (preferred) or paper form of final documents to one of the following:

- (i) Via E-mail: docsubmit@dec.cdie.org ;
- (ii) Via U.S. Postal Service: Development Experience Clearinghouse,
8403 Colesville Road, Suite 210,
Silver Spring, MD 20910, USA;
- (iii) Via Fax: (301) 588-7787; or
- (iv) Online: <http://www.dec.org/index.cfm?fuseaction=docSubmit.home>

In accordance with 22 CFR 226.51, due dates for these quarterly program performance reports are not later than 30 days after the end of each quarterly period. These reports shall include the information described in 22 CFR 226.51(d):

- 1) A comparison of actual accomplishments with the goals and objectives established in the Annual Work Plan. Quantitative data should be clearly related to cost data for computation of unit costs;
- 2) Reasons why established goals were not met, if appropriate; and
- 3) Other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

d) Final Report

The Recipient shall submit one copy of a final program performance report to the USAID CTO and one (1) copy in an electronic (preferred) or paper form of final documents to one of the following:

- (i) Via E-mail: docsubmit@dec.cdie.org ;
- (ii) Via U.S. Postal Service: Development Experience Clearinghouse,
8403 Colesville Road, Suite 210,
Silver Spring, MD 20910, USA;
- (iii) Via Fax: (301) 588-7787; or
- (iv) Online: <http://www.dec.org/index.cfm?fuseaction=docSubmit.home>

In accordance with 22 CFR 226.51, the due date for the final program performance report is not later than 90 days after the estimated completion date of this Cooperative Agreement, and shall be submitted concurrently with the final financial report described in Section A.7.1 above. The final report shall include the information described in 22 CFR 226.51(d).

A.9 TITLE TO PROPERTY

Title to property will be vested with the Recipient, subject to the requirements of 22 CFR 226.30 through 37.

A.10 COGNIZANT TECHNICAL OFFICER

The Cognizant Technical Officer for this Agreement is Romulo Peixoto, USAID/Angola (address in A.7.1.a).

A.11 SUBSTANTIAL INVOLVEMENT

- a. The USAID CTO shall approve annual work plans, and all modifications, which describe the specific activities to be carried out under the Agreement;
- b. The USAID CTO shall approve the key personnel assigned to the positions listed below. All changes thereto must be submitted for the approval by the CTO;

Chief of Party: Fern Teodoro

- c. The USAID CTO shall approve monitoring and evaluation plans; and
- d. The USAID CTO shall be involved in monitoring progress toward achievement of the objectives and expected results during the course of the Agreement.

A.12 AUTHORIZED GEOGRAPHIC CODE

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

A.13 SPECIAL PROVISIONS

a) Equipment

- i) Pursuant to 22 CFR 226.2, "equipment" is defined as tangible nonexpendable personal property charged directly to this Cooperative Agreement which has a useful life of more than one year and an acquisition cost of US\$5,000 or more per unit (however, consistent with the Recipient's policies, lower limits may be established). Pursuant to 22 CFR 226.25(c)(6), and, by extension, Section J.16. of OMB Circular A-21 (for educational institutions) or Section 15 of Attachment B of OMB Circular A-122 (for nonprofit organizations other than educational institutions), the prior written approval of the Agreement Officer is required for the purchase of equipment, as defined above. Inclusion of costs in the budget of this Cooperative Agreement for the purchase of equipment or the long-term lease of motor vehicles constitutes prior budget subject to the additional approval requirements.

- ii) In furtherance of the foregoing, the Agreement Officer does hereby provide approval for the following purchases or long-term lease of motor vehicles, which shall not be construed as authorization to exceed the total estimated amount or the obligated amount of this Cooperative Agreement, whichever is less (see Section 1C. above):

<u>Quantity</u>	<u>Description</u>	<u>Est. Unit Price</u>
1	Photocopier	\$ 6,000
1	Vehicle	\$30,000

b) International Travel

- i) In accordance with paragraph (a) of the Standard Provision of this Cooperative Agreement entitled "International Air Travel and Transportation," the international air travel in support of the Program Description contained in Attachment B of this Cooperative Agreement has been identified and included in the budget of this Cooperative Agreement, and is therefore deemed to be approved.

- ii) In accordance with paragraph (a) of the Standard Provision of this Agreement entitled "International Air Travel and Transportation," whereunder the Recipient must obtain the Agreement Officer's prior written approval for all international travel under this Cooperative Agreement which has not been previously identified, incorporated into this Cooperative Agreement, and included in the budget of this Cooperative Agreement, the Agreement Officer does, hereby, provide said approval for such international travel; provided, however, that concurrence with all such international travel is obtained by the Recipient, in writing, from the USAID Cognizant Technical Officer prior to such international travel (to the extent that such international travel is "identified" [as described in paragraph [a] of the aforementioned Standard Provision] in annual workplans, the USAID Cognizant Technical Officer's approval of the workplan, if required pursuant this Cooperative Agreement, constitutes the USAID Cognizant Technical Officer's concurrence with such identified international travel). The USAID Cognizant Technical Officer's authority to provide concurrence is limited to travel which is directly for program purposes or which directly benefit the program, and therefore appropriate as a direct cost; if there is any doubt, the Agreement Officer must approve such travel. Such concurrence must be within the terms of this Cooperative Agreement; is subject to availability of funds, and shall not be construed as authorization to increase or exceed the total estimated amount or to exceed the obligated amount of this Cooperative Agreement, whichever is less; nor shall it be construed as authorization for any budget or program adjustment for which the Agreement Officer's approval is required pursuant to 22 CFR 226.25. A copy of each concurrence issued pursuant to this paragraph shall be retained by the Recipient for audit purposes.

c) Restricted Goods

The restricted goods listed in paragraph (a)(3) of the Standard Provision entitled "USAID Eligibility Rules for Goods and Services," must be specifically approved by the Agreement Officer in all cases. The Agreement Officer's approval is hereby provided for purchase of the following restricted goods (such approval shall not be construed as authorization to exceed the total estimated amount or the obligated amount of this Agreement, whichever is less):

<u>Description</u>	<u>Total Price</u>
1 Vehicle	\$30,000

A.14 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.15 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 Agreement Officer.

ATTACHMENT B

PROGRAM DESCRIPTION

The Recipient's final revised technical application entitled "Civil Society Strengthening Program" dated April 27, 2006 is hereby made part of this Agreement as its Program Description.

(Attached at back of Agreement)

ATTACHMENT C
STANDARD PROVISIONS FOR U.S., NONGOVERNMENTAL RECIPIENTS

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

a. All provisions of 22 CFR Part 226 and all Standard Provisions attached to this agreement are applicable to the recipient and to 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.2. INELIGIBLE COUNTRIES (MAY 1986)

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

[END OF PROVISION]

C.3. NONDISCRIMINATION (MAY 1986)

(This provision is applicable when work under the cooperative agreement is performed in the U.S. or when employees are recruited in the U.S.) No U.S. citizen or legal resident shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this award on the basis of race, color, national origin, age, handicap, or sex.

[END OF PROVISION]

C.4. NONLIABILITY (NOVEMBER 1985)

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

[END OF PROVISION]

C.5. AMENDMENT (NOVEMBER 1985)

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

[END OF PROVISION]

C.6. NOTICES (NOVEMBER 1985)

Any notice given by USAID or the recipient shall be sufficient only if in writing and delivered in person, mailed, or cabled as follows: To the USAID Agreement Officer, at the address specified in the award. To recipient, at recipient's address shown in the award or to such other address designated within the award

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

[END OF PROVISION]

C.7. SUBAGREEMENTS (June 1999)

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

[END OF PROVISION]

C.8. 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.9. USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (April 1998)

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

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

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

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

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

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

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

Prior approval will be deemed to have been met when:

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

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

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

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

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

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

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

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

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

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

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

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

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

[END OF PROVISION]

C.11. DRUG-FREE WORKPLACE (January 2004)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[END OF PROVISION]

C.12. 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.13. 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.14. 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.

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

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

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

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

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

d. If USAID determines that the recipient has procured any of these goods or services under this award contrary to the requirements of this provision, and has received payment for such purposes, the Agreement Officer may require the recipient to refund the entire amount of the purchase. This provision must be included in all subagreements which include procurement of goods or services which total over \$5,000.

[END OF PROVISION]

C.10. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (January 2004)

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

- (1) Are presently excluded or disqualified from covered transactions by any Federal department or agency;

(b) Marking of Program Deliverables

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

(2) The Recipient will mark all program, project, or activity sites funded by USAID, including visible infrastructure projects (for example, roads, bridges, buildings) or other programs, projects, or activities that are physical in nature (for example, agriculture, forestry, water management) with the USAID Identity. The

Recipient should erect temporary signs or plaques early in the construction or implementation phase. When construction or implementation is complete, the Recipient must install a permanent, durable sign, plaque or other marking.

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

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

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

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

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

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

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

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

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

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

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

(c) Implementation of marking requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Waivers.

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

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

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

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

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

(e) Non-retroactivity. The requirements of this provision do 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.15. REGULATIONS GOVERNING EMPLOYEES (AUGUST 1992)

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

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

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

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- c. Other than work to be performed under this award for which an employee is assigned by the recipient, no employee of the recipient shall engage directly or indirectly, either in the individual's own name or in the name or through an agency of another person, in any business, profession, or occupation in the foreign countries to which the individual is assigned, nor shall the individual make loans or investments to or in any business, profession or occupation in the foreign countries to which the individual is assigned.
- d. The recipient's employees, while in a foreign country, are expected to show respect for its conventions, customs, and institutions, to abide by its applicable laws and regulations, and not to interfere in its internal political affairs.
- e. In the event the conduct of any recipient employee is not in accordance with the preceding paragraphs, the recipient's chief of party shall consult with the USAID Mission Director and the employee involved and shall recommend to the recipient a course of action with regard to such employee.
- f. The parties recognize the rights of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this cooperative agreement award of any third country national when, in the discretion of the Ambassador, the interests of the United States so require.
- g. If it is determined, either under (e) or (f) above, that the services of such employee should be terminated, the recipient shall use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.

[END OF PROVISION]

C.16. CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY (NOVEMBER 1985)

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

[END OF PROVISION]

C.17. USE OF POUCH FACILITIES (AUGUST 1992)

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

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

- (1) Recipients and their employees are authorized use of the pouch for transmission and receipt of up to a maximum of .9 kgs per shipment of correspondence and documents needed in the administration of assistance programs.
- (2) U.S. citizen employees are authorized use of the pouch for personal mail up to a maximum of .45 kgs per shipment (but see (a)(3) below).
- (3) Merchandise, parcels, magazines, or newspapers are not considered to be personal mail for purposes of this standard provision and are not authorized to be sent or received by pouch.
- (4) Official and personal mail pursuant to a.1. and 2. above sent by pouch should be addressed as follows:

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

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

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

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

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

[END OF PROVISION]

C.18. INTERNATIONAL AIR TRAVEL AND TRANSPORTATION (JUNE 1999)

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

a. PRIOR BUDGET APPROVAL

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

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

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

b. NOTIFICATION

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

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

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

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

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

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

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

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

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

c. SECURITY ISSUES

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

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

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

e. THE FLY AMERICA ACT

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

f. COST PRINCIPLES

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

g. SUBAWARDS.

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

[END OF PROVISION]

C.19. OCEAN SHIPMENT OF GOODS (JUNE 1999)

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

a. At least 50% of the gross tonnage of all goods purchased under this agreement and transported to the cooperating countries shall be made on privately owned U.S. flag commercial ocean vessels, to the extent such vessels are available at fair and reasonable rates for such vessels.

b. At least 50% of the gross freight revenue generated by shipments of goods purchased under this agreement and transported to the cooperating countries on dry cargo liners shall be paid to or for the benefit of privately owned U.S. flag commercial ocean vessels to the extent such vessels are available at fair and reasonable rates for such vessels.

c. When U.S. flag vessels are not available, or their use would result in a significant delay, the Recipient may request a determination of non-availability from the USAID Transportation Division, Office of Procurement, Washington, D.C. 20523, giving the basis for the request which will relieve the Recipient of the requirement to use U.S. flag vessels for the amount of tonnage included in the determination.

Shipments made on non-free world ocean vessels are not reimbursable under this cooperative agreement.

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

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

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

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

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

[END OF PROVISION]

C.20. LOCAL PROCUREMENT (April 1998)

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

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

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

- (1) Locally available commodities of U.S. origin, which are otherwise eligible for financing, if the value of the transaction is estimated not to exceed \$100,000 exclusive of transportation costs.
- (2) Commodities of geographic code 935 origin if the value of the transaction does not exceed the local currency equivalent of \$5,000.
- (3) Professional Services Contracts estimated not to exceed \$250,000.
- (4) Construction Services Contracts estimated not to exceed \$5,000,000.
- (5) Commodities and services available only in the local economy (no specific per transaction value applies to this category). This category includes the following items:
 - (i) Utilities including fuel for heating and cooking, waste disposal and trash collection;
 - (ii) Communications – telephone, telex, fax, postal and courier services;
 - (iii) Rental costs for housing and office space;
 - (iv) Petroleum, oils and lubricants for operating vehicles and equipment;
 - (v) Newspapers, periodicals and books published in the cooperating country;
 - (vi) Other commodities and services and related expenses that, by their nature or as a practical matter, can only be acquired, performed, or incurred in the cooperating country, e.g., vehicle maintenance, hotel accommodations, etc.

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

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

[END OF PROVISION]

C.21. 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.22 NEGOTIATED INDIRECT COST RATES – PROVISIONAL (NONPROFIT)
(APRIL 1998)***

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

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

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

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

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

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

[END OF PROVISION]

C.23 COST SHARING (MATCHING) (JULY 2002)

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

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

[END OF PROVISION]

C.24 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.25 PARTICIPANT TRAINING (April 1998)

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

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

c. Orientation: In addition to the mandatory requirements in ADS 253, recipients are strongly encouraged to provide, in collaboration with the Mission training officer, predeparture orientation and orientation in Washington at the Washington International Center. The latter orientation program also provides the

opportunity to arrange for home hospitality in Washington and elsewhere in the United States through liaison with the National Council for International Visitors (NCIV). If the Washington orientation is determined not to be feasible, home hospitality can be arranged in most U.S. cities if a request for such is directed to the Agreement Officer, who will transmit the request to NCIV through EGAT/ED/PT.

[END OF PROVISION]

C.26 PUBLIC NOTICES (MARCH 2004)

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

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

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

[END OF PROVISION]

C. 27 ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (JUNE 2005)

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

[END OF PROVISION]

C.28 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/condom_factsheet.html

[END OF PROVISION]

C.29 PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (JUNE 2005)

a. The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the

provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

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

c. The following definition applies for purposes of this provision: Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act. 22 U.S.C. 7102(9).

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

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

[END OF PROVISION]

C.30 REPORTING OF FOREIGN TAXES (March 2006)

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

b. Contents of Report. The report must contain:

(i) Contractor/recipient name.

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

(iii) Agreement number(s).

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

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

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

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

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

c. Definitions. For purposes of this clause:

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

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

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

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

d. Where. Submit the reports to:

The Regional Controller
USAID/RCSA
Plot#14818 Lebatlane Road
P. O. Box 2427
Gaborone, Botswana

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

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

[END OF PROVISION]

[END OF ATTACHMENT C]

ATTACHMENT D

STANDARDS FOR USAID-FUNDED COMMUNICATIONS PRODUCTS

A. STANDARDS FOR USAID-FUNDED PUBLICATIONS

The following standards are intended as general guidelines for the production of USAID-funded publications that fall within the scope of those requiring USAID (LPA) approval.

The purpose of establishing basic standards is to enable LPA to work in a cooperative effort with agency bureaus and field missions to produce informative, professional and cost-effective products that meet the needs of a designated audience. The audience and distribution plans must be clearly defined and justification given that a real need exists for the proposed publication.

We are fully aware that there will be situations that warrant exceptions to these standards. Exceptions will be made by LPA on a case-by-case basis.

I. Publications Intended for a U.S. Audience, Including Congress:

- A. Use of color: Two-color maximum for both cover and text (black or blue ink, generally used for text, counts as one color). In the case of publications such as conference proceedings, one color is the standard.
- B. Paper: For both cover and text, use the most cost-effective stock that suits the publication's purpose. Make every effort to use recycled paper. Do not use heavy stock.
- C. Photos: Black-and-white.
- D. Content: Emphasize results achieved toward sustainable development through USAID programs. NOTE: In most cases, LPA will ask for a separate textual (ASCII) version of the final document for possible posting on USAID's Internet, which at present can support text only.
- E. Design: Avoid expensive folds/paper cuts, inserts/foldouts, die cuts, embossing, foil stamps and other design elements that add additional expense.

II. Reports Required by Congress

Most reports should be in typewritten, photocopy format and respond specifically to what is required by statute.

III. Use of Metric Units of Measurement

Unless a waiver is granted, metric units are to be used in accordance with Executive Order 12770. Traditional units may be shown in parentheses after metric.

IV. Use of Agency Logo

The USAID logo (or the name of the agency written out) should be displayed prominently, e.g., on the cover or title page.

V. Approval Form

LPA is developing a "request-for-approval" form that will be put on the agency-wide computer network as a macro to simplify and streamline the approval process. Information that will be required is as follows: type and design/format of

publication; justification for its need; clearly defined audience and distribution plans; print run; budget breakdown including costs for photographic services (if a contract photographer is used), writing, editing, design, layout and printing; whether OE or program funds are being used; and plans to evaluate the effectiveness of the product.

B. STANDARDS FOR USAID-FUNDED VIDEO PRODUCTIONS

The following standards are intended as general guidelines for USAID-funded video productions that require USAID (LPA) approval.

The purpose of establishing these basic standards is to enable LPA to work in cooperation with agency bureaus and field missions to produce informative, professional and cost-effective programs that meet the needs of the designated audience. The audience and distribution plans must be clearly defined. The purpose and production plans must be justified and must support a real need.

We are aware that USAID video productions generally fall into two categories--those produced for information/education of U.S. audiences, and those produced with program funds for largely foreign audiences. These guidelines will help missions decide which programs warrant video productions and how these should be produced.

We are also aware that certain situations will justify exceptions to these standards. Exceptions will be made by LPA on a case-by-case basis.

I. Basic Guidelines

A. Content: Videos intended for U.S. audiences, including Congress, should portray concrete results or chronicle a USAID success story. The video should not be a "promo" for a contractor or a specialized technical report aimed at a narrow audience of experts. Videos produced with program funds for foreign audiences would usually be training tapes or other instructional material. Also, LPA will not approve video recordings of conference proceedings that can more appropriately be shared as written transcripts or audiocassette recordings.

B. Format: The program should be shot in a professional television format: BETA, BETA-SP, or 3/4". Only viewing copies should be made in VHS. Programs may be shot in American TV standard (NTSC) or in PAL or SECAM TV standard.

C. Producers: Direct contracts must comply with OFPP Letter No. 79-4 which establish a "Government-Wide Contracting System for Motion Picture and Videotape Productions" (as required by OFPP by OFPP letter 79-4.) The designated production team must have a track record producing information/education programs or other professional broadcast products. A brief list of previously produced programs should be included.

D. Length: The video should be no more than 15 minutes, unless there is a strong justification.

E. Copies: The number should be determined by the bureau/mission and reflected in the production budget. Viewing copies for NGOs, PVOs and local officials should be in VHS. Copies for local TV placement must be in 3/4" or BETA. A copy of the master of the finished program must be sent to the LPA video archive.

II. Approval Form

To simplify the approval process, LPA is developing a macro for the "request-for-approval" form that will be put on the agency wide computer network. The following information will be required.

- A. A general description of the subject of the video.
- B. The intended audience and a detailed distribution plan.
- C. Whether OE or program funds will be used.
- D. Budget breakdown to include costs for the following items:

- Pre-production: research, script, shooting schedule (where the video will be shot);

- Production: how many shooting days (include travel days), how much per day for the crew plus equipment.

Please note: where possible, a local crew should be used; and Editing: how many hours, how much per hour, how much for graphics and titles.

- E. Discussion of plans to evaluate the script and the "rough cut" for the effectiveness of the product.

Note: All videos produced with USAID funds must be deposited in the LPA video archive. This includes all "source" tapes, plus a copy of the completed master program.

[END OF ATTACHMENT D]

ATTACHMENT E

MARKING PLAN AND BRANDING STRATEGY

MARKING PLAN:

From AAPD 05-11 Attachment 3:

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

World Learning looks forward to working with USAID/Angola to ensure that the support of the American people through USAID is appropriately acknowledged in our work in accordance with AAPD 05-11. We have presented formal details of this recognition in our Marking Plan for the Angola CSSP.

(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.

The CSSP anticipates establishing its presence at existing regional resource centers (e.g., the Huambo Resource Center and other centers/offices that the CSSP may use), and in facilities that may be funded through the expected 50 CSO grants under the CSSP. Physical facilities that are funded under the CSSP will be prominently marked with signs or plaques to acknowledge USAID assistance. In facilities that were not constructed or renovated with USAID funds, or where CSO grant recipients are not the sole occupants of the offices where they work, grant recipients will be required to mark the interior of their facilities with banners or signs that indicate the support of the American people through USAID.

(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.

World Learning will mark with the USAID identity its periodic CSSP technical reports, annual project performance reports, and the final report, as well as the printed materials and manuals developed for and distributed at project training events and workshops, educational seminars and conferences. Additionally, World Learning will include the USAID Identity on all letterhead used for project implementation communications, and on all public notices, announcements, flyers, media releases, solicitations, applications, brochures, pamphlets, and other publications.

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

All CSSP training events, workshops, national and regional conferences, and educational seminars will acknowledge the support of USAID in the form of a banner hung prominently in the venue that hosts the event. Any handouts, folders, posters, project manuals, materials etc. that distributed to participants will also be marked with the USAID identity. CSSP audio materials will contain appropriate language acknowledging the assistance of support of USAID.

(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.

Not applicable, as the project does not anticipate financing or distributing any commodities. If this should change, World Learning will assure that commodities and/or their shipping containers or packaging are appropriately marked with the USAID Identity.

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

World Learning looks forward to working with USAID/Angola to ensure that USAID and the Angolan government's support are acknowledged appropriately. Given that one of the objectives of the CSSP is to foster greater cooperation between Angolan CSOs and Angolan government authorities in the target provinces, World Learning believes that recognition of the Angolan government's participation will be essential. In addition, World Learning expects that some joint activities or events may arise directly from such government-civil society cooperation. These activities and resulting materials and publications will also acknowledge USAID assistance as appropriate. World Learning understands that there may be occasions when USAID/Angola may wish to maximize local Angolan governmental or organizational identities and participation, to achieve the goals of the CSSP.

(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.

World Learning looks forward to working with USAID/Angola to ensure that USAID and World Learning assistance and participation are acknowledged appropriately.

(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.

Wherever possible, World Learning will provide USAID/Angola with the opportunity to review public communications products before production and distribution.

(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."

World Learning will insure that all CSSP grant agreements with subrecipients include the logo and marking language required by AAPD 05-11.

(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."

Unless approved in advance by USAID, all audio-visual, printed or other media public communications produced under the CSSP project will contain the required disclaimer: *"This report [or other public communication] 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 World Learning 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.

World Learning will provide the USAID/Angola CTO or other USAID personnel designated in the cooperative agreement with two copies of all program and communications materials produced under the CSSP award. In addition, World Learning will submit one electronic or one hard copy of all final documents to USAID's Development Experience Clearinghouse.

In accordance with AAPD 05-11, Attachment 3, Section ©(2), the Marking Plan will include:

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

World Learning will mark with the USAID identity CSSP quarterly technical and annual performance reports, the final report, training and technical assistance materials and publications, training events and workshops, educational seminars and conferences, and community resource centers supported by USAID. Additionally, World Learning will include the USAID Identity on all CSSP project letterhead used for project implementation communications. **Table 1**, below, contains additional detail.

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

World Learning will use the complete USAID Identity, including the logo and tagline "From the American People" to mark all deliverables listed in **Table 1** below. For letterhead, reports and electronic materials, this will be accomplished by adding electronic images of the identity to project deliverables and communications before printing and/or distribution. In the case of training, workshops, educational seminars, community meetings, and similar events, this will be accomplished by hanging banners that include the USAID Identity in prominent locations for the duration of all activities. Physical facilities that are supported by the CSSP will display signs or plaques that acknowledge USAID grant assistance and display the USAID Identity.

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

Please refer to **Table 1** below for the timetable and location marking for the planned CSSP deliverables.

Table 1- Deliverables That Will Be Marked

Deliverable	Type of Marking	Timetable for Marking	Location of Marking
Pamphlets, brochures, workshop and other announcements, flyers and public notices.	USAID Identity * including tagline (also in Portuguese)	When printed materials are produced	Upper-left corner of cover or first page of each document.
USSP orientation and CSO identification workshops	USAID identity including tagline in Portuguese	When workshops are conducted	Banners hung in the venue; handouts, folders, posters, etc. to be marked with USAID identity.
USSP print, radio and TV announcements	Language in media notices acknowledging USAID assistance and containing the USAID Identity and tagline in Portuguese	When media notices are produced and distributed	Upper-left corner of cover or first page of printed documents. First or last paragraphs of radio or TV scripts/notices and e-mail communications.
USSP grant materials: solicitations for 4 grant windows, public announcements, explanatory materials, application forms, award letters, recipient grant agreement review materials, etc.	USAID identity including tagline (also in Portuguese)	When printed materials are produced	Upper-left corner of cover page or first page of each document
USSP grant recipients' office facilities	USAID identity including tagline in Portuguese	Within 45 days of award	External signs or plaques, and/or banners or signs inside buildings
Grant recipients' materials, activities and events supported by USSP	USAID identity including tagline in Portuguese	When printed materials are produced, and throughout activities	Banners hung in the venue; handouts, folders, posters, materials, etc. to be marked with USAID identity.
USSP survey instruments	USAID identity including tagline in Portuguese	When printed materials are produced	Upper-left of cover page

CSSP roundtables, trainings, workshops, educational seminars, regional and national conferences, community meetings, and other events	USAID identity including tagline (also in Portuguese)	Throughout each event	Banners hung in the venue; handouts, folders, posters, materials, etc. to be marked with USAID identity.
Project manuals, materials, publications, flyers, notices, etc. developed for CSSP	USAID identity including tagline (in Portuguese as appropriate)	When printed materials are produced	Upper-left of cover page
CSSP materials for CSO Mentoring activities	USAID identity including tagline in Portuguese	When printed materials are produced	Upper-left of cover page
Joint training activities with CSSP/CSOs and Angolan Government authorities	USAID identity including tagline in Portuguese	Throughout each event	Banners hung in the venue; CSSP handouts, folders, posters, materials, etc. to be marked with USAID identity.
Angolan CSO advocacy communications	Not to be marked with USAID Identity	N/A	N/A
Directory for Angolan CSOs on accessing private sector assistance	USAID identity including tagline in Portuguese	When printed materials are produced	Upper-left of cover page
CSSP media outreach activities (media releases, radio announcements, flyers, posters, brochures, meetings, etc.)	Language in media and other public notices acknowledging USAID assistance and containing the USAID Identity and tagline in Portuguese	When media notices are produced and distributed	Upper-left corner of cover or first page of each printed document. First paragraph of radio scripts or radio notices.
CSSP dramas, songs, dances and similar activities and presentations	USAID identity including tagline in Portuguese		Banners hung in the venue; brochures, programs, flyers, posters, etc. to be marked with USAID/Angola sub-brand identity.

CSSP provincial resource centers and project offices	USAID identity including tagline (in Portuguese)	When offices are established and/or CSSP grants are awarded to local CSOs	External signs or plaques, and/or banners or signs inside buildings
CSSP letterhead for project implementation communications	USAID identity including tagline	Within 30 days of CSSP award	Upper-left corner of first page of each document
CSSP grant recipients' letterhead for communications implementing CSSP project (if any)	USAID identity including tagline in Portuguese	Within 30 days of CSSP sub-award	Upper-left corner of first page of each document
CSSP Project Reports (WL's quarterly technical, and annual M&E or performance reports; CSSP final report)	USAID identity including tagline	Upon submission of reports	Upper-left of cover page

* **“USAID Identity” will include the USAID | Angola sub-brand in Portuguese where appropriate.**

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

World Learning requests that local *advocacy materials* that are developed by CSSP grant recipients not be marked with the USAID Identity. (Presumptive Exception (i): Public policy advocacy and reform).

The CSSP will provide training, technical assistance and project grants to various Angolan CSOs to help develop their advocacy capabilities and their capacity to engage government authorities on local or national issues. The CSSP should NOT require advocacy materials that may be developed by such recipient CSOs to be marked with the USAID Identity. World Learning believes that it would be inappropriate, and possibly counterproductive, for USAID (or the CSSP or World Learning) to be closely identified with the content or substance of an Angolan CSO's local advocacy efforts. The general organizational development and grant assistance to an advocacy CSO can be appropriately acknowledged elsewhere. But to avoid misunderstandings, the USAID Identity should not be included in the CSOs' issue-specific advocacy materials.

BRANDING STRATEGY:

The USAID Civil Society Strengthening Program (CSSP) is a project of the United States Agency for International Development (USAID) and World Learning, Inc. (WL). The project is intended to strengthen the capacity of Angolan civil society organizations, making them capable partners with government in providing the social services that are essential for the stabilization of Angolan society. The Branding Strategy and implementation plan for the Angola Civil Society Strengthening Program not only recognize the support of USAID in providing assistance from the American people, but also recognize the central fragility of the Angolan state, as well as the vulnerability of the social fabric that has been damaged by more than two decades of civil war.

The activities of the CSSP will help to bring greater normalcy to the country, and will also help to address the critical need for basic social services. The CSSP program is extraordinarily important and difficult, and it will depend upon civil society and the government working in partnership, with the support of USAID. Under the CSSP, World Learning will launch a comprehensive initiative to reach Civil Society Organizations (CSOs), government, and NGOs in fragile regions of the country, and engage them in capacity strengthening activities. These acutely stressed provinces include the *Huambo* and *Bié* provinces where post-conflict social reintegration is still occurring, as well as *Lunda Norte*, *Cabinda* and *Kuando Kubango*. In addition, the CSS will work in *Luanda* province, which encompasses a quarter of the country's population.

1. Positioning.

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

The program will be called the "USAID Civil Society Strengthening Program (CSSP)."

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

World Learning does not propose to develop a separate program logo or other separate identity for the CSSP. The program will use the USAID Identity, including the sub-brand for USAID | Angola programs, and World Learning's corporate logo in publications, activities, events and materials, as further described in the project Marking Plan.

2. Program Communications and Publicity.

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

The program's principal participants and beneficiaries are Angolan CSOs and NGOs in six provinces (*Huambo*, *Bié*, *Lunda Norte*, *Cabinda*, *Kuando Kubango*, and *Luanda*), as well as local government officials in these regions. World Learning anticipates working directly with 50 Angolan CSOs and NGOs, and with local governments in the target provinces.

Secondary CSSP project audiences and beneficiaries include the Angolan citizens, constituents, customers, and recipients of services and assistance provided by the participating CSOs, NGOs, and local government authorities. Other secondary audiences include the members, staff and associates of the CSOs, NGOs, and individual local and national government officials, as well as donors, and other Angolan NGOs/CSOs and government authorities that are not among the 50 organizations that will be directly involved in project activities. Another important secondary audience will be the Angolan media sector, which the CSSP will keep informed of project activities, events and success stories.

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

The USAID Civil Society Strengthening Program will use the following marketing tools: regional- and local-level flyers and notices; pamphlets and brochures; training manuals and materials; national and regional conferences and seminars; local training and technical assistance workshops; press conferences and media notices; grant announcements, solicitations and awards; community and CSO surveys; and event banners and posters displayed at all meetings, seminars, conferences.

What is the main program message?

The principal strategic message of the USAID Angola CSSP is that the project will help Angolan CSOs, working cooperatively with local government authorities, to strengthen and expand: their respective technical and organizational capabilities; their organizational vision and capacity; their technical and financial resources; and their ability to provide assistance to their constituents and beneficiaries in effective, cooperative, sustainable and accountable ways.

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

To increase awareness that the American people are supporting this program, World Learning will encourage subrecipient CSOs to develop their own local PR strategies and public awareness activities. Throughout the term of the CSSP, all important events and activities will include public announcements/press conferences recognizing the support of the American people through USAID.

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

In implementing the USAID Civil Society Strengthening Program, World Learning will use the following marketing tools: national and regional conferences; local seminars and technical assistance workshops; press conferences and media announcements; public flyers; notices, pamphlets and brochures; training manuals and materials; grant announcements, solicitations and awards; surveys; community meetings; and event banners and posters. Angolan CSO recipients of sub-grants from the CSSP will also display signs/plaques acknowledging USAID and the assistance of the American people.

3. Acknowledgements

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



The CSSP will work with the Angolan Ministry of Social Reinsertion, and with officials of various Angolan ministries assigned to the target provinces. The program will also invite parliamentary representatives and local government authorities to participate in conferences, meetings and seminars with local CSOs and NGOs.

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

All public events and materials will acknowledge the contribution of the American people through USAID, in partnership with World Learning. It is expected that a number of the fifty CSOs that will receive grant assistance will have their own logos, which they will continue to use. Program activities, materials and events that are jointly sponsored or provided by Angolan government authorities, other donors and technical assistance partners, etc., are expected to include those entities' own logos and identities in conjunction with the USAID Identity. For example, materials that are used in the CSSP, but were previously developed by Search for Common Ground, will display the corporate logo of Search for Common Ground.

MODIFICATION OF ASSISTANCE

Page 1 of 3

1. MODIFICATION NUMBER 04	2. EFFECTIVE DATE OF MODIFICATION See Block 15	3. AWARD NUMBER: 690-A-00-06-00092-00	4. EFFECTIVE DATE OF AWARD: 07-10-2006												
5. GRANTEE: World Learning for International Development 1015 15 th Street NW Suite 750 Washington DC 20005 USA DUNS NO.: 07-396-1419 TIN NO.: 030-179-592 LOC NO.: 72-00-1317/HHS 69A7P		6. ADMINISTERED BY: Regional Acquisition and Assistance Office USAID/Southern Africa 100 Totius Street P.O. Box 43 Pretoria, 0027, South Africa													
7. FISCAL DATA: Amount Obligated: \$2,885,000 Budget Fiscal Year: Operating Unit: Strategic Objective: See page 3 for complete financial data Team/Division: Benefiting Geo Area: Object Class:		8. TECHNICAL OFFICE: USAID/Argola 9. PAYMENT OFFICE: M/PM/CM/DCB USAID/WASHINGTON, RONALD REAGAN BUILDING 1300 PENNSYLVANIA AVE., N.W. WASHINGTON D.C. 20523-7700 USA													
10. FUNDING SUMMARY: <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:60%;"></th> <th style="width:20%; text-align: center;">Obligated Amount</th> <th style="width:20%; text-align: center;">Total Est. Amt.</th> </tr> </thead> <tbody> <tr> <td>Amount Prior to this Modification:</td> <td style="text-align: right;">\$6,500,174.00</td> <td style="text-align: right;">\$6,500,174.00</td> </tr> <tr> <td>Change Made by this Modification:</td> <td style="text-align: right;">\$2,885,000.00</td> <td style="text-align: right;">\$2,885,000.00</td> </tr> <tr> <td>New/Current Total:</td> <td style="text-align: right;">\$9,385,174.00</td> <td style="text-align: right;">\$9,385,174.00</td> </tr> </tbody> </table>					Obligated Amount	Total Est. Amt.	Amount Prior to this Modification:	\$6,500,174.00	\$6,500,174.00	Change Made by this Modification:	\$2,885,000.00	\$2,885,000.00	New/Current Total:	\$9,385,174.00	\$9,385,174.00
	Obligated Amount	Total Est. Amt.													
Amount Prior to this Modification:	\$6,500,174.00	\$6,500,174.00													
Change Made by this Modification:	\$2,885,000.00	\$2,885,000.00													
New/Current Total:	\$9,385,174.00	\$9,385,174.00													
11. DESCRIPTION OF MODIFICATION: The purpose of this modification is to 1) extend the completion date by one year from July 9, 2009 to July 9, 2010; 2) increase the total estimated cost by \$2,885,000 from \$6,500,174 to \$9,385,174; 3) increase the total obligated amount by \$2,885,000 from \$6,500,174 to \$9,385,174; and 4) revise the budget. 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: <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></u> Carol Jenkins (Name Typed or Printed) TITLE: Sr. Vice President Intl.Dev. Pgm DATE: 9/30/08		15. THE UNITED STATES OF AMERICA U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT BY: <u></u> Kent Howard (Name Typed or Printed) TITLE: Regional Agreement Officer DATE: 9/30/08													

**MODIFICATION OF ASSISTANCE
CONTINUATION PAGE**

PAGE NO
Page 2 of 3

ASSISTANCE NO * 690-A-00-06-00092-00	MODIFICATION NO 04		
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11 DESCRIPTION OF MODIFICATION (CONTINUED)

Page 3, A. GENERAL, 1. Total Estimated USAID Amount; delete "\$6,500,174" and replace with "\$9,385,174."

Page 3, A. GENERAL, 4. Total Program Amount; delete "\$7,988,854" and replace with "\$10,873,854."

Page 3, A. GENERAL, 5. Total Obligated USAID Amount; delete "\$6,500,174" and replace with "\$9,385,174."

Page 3, B. SPECIFIC; include the following financial data:

(1) MAARD No.: 654-A11-3-80049
Fund: GH-C
Funds BBFY: 2008/2009-GH-C-AIBS
Program Area: A11
Distribution: 654-M
Program Element: A047
EOCC: 4100201
Amount: \$310,000

FUNDS AVAILABLE 

(2) MAARD No.: 654-A11-3-80049
Fund: GH
Funds BBFY: 2008/2009-GH-C
Program Area: A11
Distribution: 654-M
Program Element: A049
EOCC: 4100201
Amount: \$2,575,000

Total Obligated Amount under Basic Award	\$ 795,000
Total Obligated Amount under Modification No. 1	\$ 981,174
Total Obligated Amount under Modification No. 2	\$ 500,000
Total Obligated Amount under Modification No. 3	\$4,224,000
Total Obligated Amount under Modification No. 4	\$2,885,000
Total Obligated Amount	\$9,385,174

Page 5, A.2, PERIOD OF AGREEMENT, paragraph 1, delete completion date of "July 09, 2009" and replace with "July 09, 2010."

Page 5, A.3, AMOUNT OF AWARD AND PAYMENT, paragraphs 1 and 2, delete "\$6,500,174" and replace with "\$9,385,174."

Page 5, A.4, BUDGET, delete this section in its entirety and replace with the following:

690-A-00-06-00092-00
Modification Number 4

Continuation Page 3

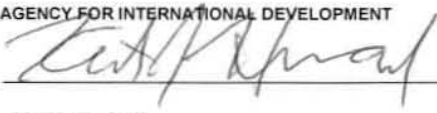
Personnel	\$ 639,572
Fringe Benefits	\$ 133,332
Contractual	\$ 56,942
Travel	\$ 103,377
Equipment	\$ 80,518
Supplies	\$ 22,803
Other Direct Costs	\$ 1,089,958
Subgrant	\$ 6,634,000
Indirect Costs	\$ 624,672
Total USAID Funding	\$ 9,385,174
Total Recipient Cost Share	\$ 1,488,680
Total Program	\$10,873,852

All other terms and conditions of subject cooperative agreement remain the same.

[End of Modification No. 04]

MODIFICATION OF ASSISTANCE

Page 1 of 3

1. MODIFICATION NUMBER 04	2. EFFECTIVE DATE OF MODIFICATION See Block 15	3. AWARD NUMBER: 690-A-00-06-00092-00	4. EFFECTIVE DATE OF AWARD: 07-10-2006												
5. GRANTEE: World Learning for International Development 1015 15 th Street NW Suite 750 Washington DC 20005 USA DUNS NO.: 07-396-1419 TIN NO.: 030-179-592 LOC NO.: 72-00-1317/HHS 69A7P		6. ADMINISTERED BY: Regional Acquisition and Assistance Office USAID/Southern Africa 100 Totius Street P.O. Box 43 Pretoria, 0027, South Africa													
7. FISCAL DATA: Amount Obligated: \$2,885,000 Budget Fiscal Year: Operating Unit: Strategic Objective: See page 2 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 20523-7700 USA													
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;">\$6,500,174.00</td> <td style="text-align: right;">\$6,500,174.00</td> </tr> <tr> <td>Change Made by this Modification:</td> <td style="text-align: right;">\$2,885,000.00</td> <td style="text-align: right;">\$2,885,000.00</td> </tr> <tr> <td>New/Current Total:</td> <td style="text-align: right;">\$9,385,174.00</td> <td style="text-align: right;">\$9,385,174.00</td> </tr> </tbody> </table>					Obligated Amount	Total Est. Amt.	Amount Prior to this Modification:	\$6,500,174.00	\$6,500,174.00	Change Made by this Modification:	\$2,885,000.00	\$2,885,000.00	New/Current Total:	\$9,385,174.00	\$9,385,174.00
	Obligated Amount	Total Est. Amt.													
Amount Prior to this Modification:	\$6,500,174.00	\$6,500,174.00													
Change Made by this Modification:	\$2,885,000.00	\$2,885,000.00													
New/Current Total:	\$9,385,174.00	\$9,385,174.00													
11. DESCRIPTION OF MODIFICATION: The purpose of this modification is to 1) extend the completion date by one year from July 9, 2009 to July 9, 2010; 2) increase the total estimated cost by \$2,885,000 from \$6,500,174 to \$9,385,174; 3) increase the total obligated amount by \$2,885,000 from \$6,500,174 to \$9,385,174; and 4) revise the budget. 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: <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:  _____ Kent Howard (Name Typed or Printed) TITLE: Regional Agreement Officer DATE: 9/30/08													

**MODIFICATION OF ASSISTANCE
CONTINUATION PAGE**

PAGE NO.
Page 2 of 3

ASSISTANCE NO.
690-A-00-06-00092-00

MODIFICATION NO.
04

11. DESCRIPTION OF MODIFICATION (CONTINUED)

Page 3, A. GENERAL, 1. Total Estimated USAID Amount; delete "\$6,500,174" and replace with "\$9,385,174."

Page 3, A. GENERAL, 4. Total Program Amount; delete "\$7,988,854" and replace with "\$10,873,854."

Page 3, A. GENERAL, 5. Total Obligated USAID Amount; delete "\$6,500,174" and replace with "\$9,385,174."

Page 3, B. SPECIFIC; include the following financial data:

(1) MAARD No.: 654-A11-3-80049
Fund: GH-C
Funds BBFY: 2008/2009-GH-C-AIDS
Program Area: A11
Distribution: 654-M
Program Element: A047
EOCC: 4100201
Amount: \$310,000

FUNDS AVAILABLE 

(2) MAARD No.: 654-A11-3-80049
Fund: GH
Funds BBFY: 2008/2009-GH-C
Program Area: A11
Distribution: 654-M
Program Element: A049
EOCC: 4100201
Amount: \$2,575,000

Total Obligated Amount under Basic Award	\$ 795,000
Total Obligated Amount under Modification No. 1	\$ 981,174
Total Obligated Amount under Modification No. 2	\$ 500,000
Total Obligated Amount under Modification No. 3	\$4,224,000
Total Obligated Amount under Modification No. 4	\$2,885,000
Total Obligated Amount	\$9,385,174

Page 5, A.2, PERIOD OF AGREEMENT, paragraph 1, delete completion date of "July 09, 2009" and replace with "July 09, 2010."

Page 5, A.3, AMOUNT OF AWARD AND PAYMENT, paragraphs 1 and 2, delete "\$6,500,174" and replace with "\$9,385,174."

Page 5, A.4, BUDGET, delete this section in its entirety and replace with the following:

Personnel	\$ 639,572
Fringe Benefits	\$ 133,332
Contractual	\$ 56,942
Travel	\$ 103,377
Equipment	\$ 80,518
Supplies	\$ 22,803
Other Direct Costs	\$ 1,089,958
Subgrant	\$ 6,634,000
Indirect Costs	\$ 624,672
Total USAID Funding	\$ 9,385,174
Total Recipient Cost Share	\$ 1,488,680
Total Program	\$10,873,852

All other terms and conditions of subject cooperative agreement remain the same.

[End of Modification No. 04]

MODIFICATION OF ASSISTANCE

1. MODIFICATION NUMBER 3	2. EFFECTIVE DATE OF MODIFICATION See Block 15 below	3. AWARD NUMBER: 690-A-00-06-00092-00	4. EFFECTIVE DATE OF AWARD : July 10, 2006
5. GRANTEE: World Learning for International Development 1015 15th Street NW Suite 750 Washington DC 20005 DUNS NO. : 07-396-1419 TIN NO. : 030-179-592 LOC NO. : 72-00-1317/HHS 89A7P		6. ADMINISTERED BY: USAID/Southern Africa Department of State Washington, D.C. 20521-9300	
7. FISCAL DATA: Amount Obligated: \$4,224,000.00 Budget Fiscal Year: 2007/2008 Operating Unit: USAID/Angola Strategic Objective: Team/Division: Benefiting Geo Area: 654 Object Class:		8. TECHNICAL OFFICE: USAID/Angola 9. PAYMENT OFFICE: M/FM/CMPD/DCB USAID/Washington 1300 Pennsylvania Ave. NW Washington, D.C. 20523	
10. FUNDING SUMMARY:			
	<u>Obligated Amount</u>	<u>Total Est. Amt.</u>	
Amount Prior to this Modification:	\$2,276,174.00	\$4,582,543.00	
Change Made by this Modification:	\$4,224,000.00	\$1,917,631.00	
New/Current Total:	\$6,500,174.00	\$6,500,174.00	
11. DESCRIPTION OF MODIFICATION: The purpose of this modification is to: 1) increase the total estimated amount by "\$1,917,631.00;" 2) provide incremental funding in the amount of \$4,224,000.00 thereby fully funding the Agreement; 3) increase the cost-sharing amount by \$364,000; and 4) revise the program description to incorporate Attachment 1 of this Modification entitled "Supplemental Program Description." Accordingly, this Cooperative Agreement is hereby modified as follows:			
12. THIS MODIFICATION IS ENTERED INTO PURSUANT TO THE AUTHORITY OF Foreign Assistance Act of 1961, Federal Grant and Cooperative Agreement Act of 1982 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>Mark Viso</u> Mark Viso (Name Typed or Printed) TITLE: <u>Senior Vice President</u> DATE: <u>September 28, 2007</u>		15. THE UNITED STATES OF AMERICA U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT BY: <u>Kent J. Howard</u> Regional Agreement Officer (Name Typed or Printed) TITLE: <u>Kent J. Howard</u> DATE: <u>9/28/07</u>	

MODIFICATION OF ASSISTANCE

Page 1 of 4

1. MODIFICATION NUMBER 3	2. EFFECTIVE DATE OF MODIFICATION See Block 15 below	3. AWARD NUMBER: 690-A-00-06-00092-00	4. EFFECTIVE DATE OF AWARD: July 10, 2006												
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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:  _____ Kent J. Howard _____ (Name Typed or Printed) TITLE: Regional Agreement Officer DATE: 9/28/07													

MODIFICATION OF ASSISTANCE
CONTINUATION PAGE

PAGE NO.
PAGE 2

ASSISTANCENO.
690-A-00-06-00092-00

MODIFICATION NO.
3

11 DESCRIPTION OF MODIFICATION (CONTINUED)

1. On Cover Letter, Accounting and Appropriation Data, delete A. General in its entirety and insert the following in lieu thereof:

"A. GENERAL

1. Total Estimated USAID Amount:	\$6,500,174.00
2. Cost-Sharing Amount (Non-Federal):	\$1,488,680.00
4. Total Program Amount	\$7,988,854.00
5. Total Obligated USAID Amount:	\$6,500,174.00
6. Activity Title:	Civil Society Strengthening Program
7. USAID Technical Office:	USAID/Angola
8. Tax I.D. Number:	030-179-592
9. DUNS No.:	07-396-1419
10. LOC Number:	72-00-1317/HHS 69A7P"

2. On Cover Letter, Accounting and Appropriation Data, B. Specific, modify to include the following fund cites:

"4.	GOVERNING JUSTLY & DEMOCRATICALLY:	CIVIL SOCIETY
	FUND:	DV
	FUNDS BBFY:	2007/ 2008-DV
	PROGRAM AREA:	A10
	DISTRIBUTION:	654-M
	PROGRAM ELEMENT:	A044
	MAARD#:	654-A10-3-70042
	EOCC:	4100201
	AMOUNT:	\$1,054,000.00
5.	GOVERNING JUSTLY & DEMOCRATICALLY:	RULE OF LAW & HUMAN RIGHTS
	FUND:	DV
	FUNDS BBFY:	2007/ 2008-DV
	PROGRAM AREA:	A07
	DISTRIBUTION:	654-M
	PROGRAM ELEMENT:	A032
	MAARD#:	MAARD-654-A10-3-70042
	EOCC:	4100201
	AMOUNT:	\$100,000.00
6.	HEALTH:	
	FUND:	GAI-X7
	FUNDS BBFY:	2007-GAI-X
	PROGRAM AREA:	A11
	DISTRIBUTION:	654-M
	PROGRAM ELEMENT:	A047
	MAARD#:	MAARD-654-A10-3-70042
	EOCC:	4100201
	AMOUNT:	\$320,000.00

**MODIFICATION OF ASSISTANCE
CONTINUATION PAGE**

ASSISTANCENO
690-A-00-06-00092-00

MODIFICATION NO.
3

11. DESCRIPTION OF MODIFICATION (CONTINUED)

7. HEALTH:
 FUND: CD
 FUNDS BBFY: 2007/2008-CD
 PROGRAM AREA: All
 DISTRIBUTION: 654-M
 PROGRAM ELEMENT: A049
 MAARD#: MAARD-654-A10-3-70042
 EOCC: 4100201
 AMOUNT: \$1,750,000.00

8. HEALTH:
 FUND: GD-X
 FUNDS BBFY: 2007/GD-X
 PROGRAM AREA: All
 DISTRIBUTION: 654-M
 PROGRAM ELEMENT: A049
 MAARD#: MAARD-654-A10-3-70042
 EOCC: 4100201
 AMOUNT: \$1,000,000.00"

3. Under Attachment 1, Schedule, Section A.3, AMOUNT OF AWARD AND PAYMENT, delete "\$4,582,543" and replace with "\$6,500,174.00" in lieu thereof.
4. Under Attachment 1, Schedule, Section A.3, AMOUNT OF AWARD AND PAYMENT, paragraph 2, delete the amount "\$795,000" and insert "\$6,500,174.00" in lieu thereof.
5. Under Attachment 1, Schedule, Section A.4 Budget, delete the budget table and insert the following in lieu thereof:

Budget Line Item	Amount
Personnel	\$963,589
Fringe Benefits	\$255,264
Contractual	\$12,030
Travel	\$271,388
Equipment	\$70,530
Supplies	\$20,956
Other Direct Costs	\$1,264,302
Sub-Grants	\$2,951,777
Total Direct Cost	\$5,809,836
Indirect Costs	\$690,338
Total Estimated Cost (USAID)	\$6,500,174
Recipient Cost Share	\$1,488,680
Total Program Cost	\$7,988,854

**MODIFICATION OF ASSISTANCE
CONTINUATION PAGE**

PAGE NO
PAGE 4

ASSISTANCENO.
690-A-00-06-00092-00

MODIFICATION NO.
3

11. DESCRIPTION OF MODIFICATION (CONTINUED)

6. Under Attachment A, Schedule, Section A.6, COST SHARING, delete the amount "\$1,124,680.00" and replace with "\$1,488,680.00" in lieu thereof.
7. Under Attachment B, Program Description, modify to include the supplemental program description which is Attachment 1 to this modification.
8. The address for the Regional Contracting Office is as follows:

Regional Acquisition & Assistance Office
USAID/Pretoria
P. O. Box 43
Groenkloof 0027, Pretoria
Republic of South Africa

or

Regional Acquisition & Assistance Office
USAID/Southern Africa
Department of State
9300 Pretoria PL
Washington, D.C. 20521-9300

Any reference made to the previous address in Gaborone, Botswana must be deleted and replaced with the above address.

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. 3]

MODIFICATION OF ASSISTANCE

Page 1 of 1

1. MODIFICATION NUMBER 2	2. EFFECTIVE DATE OF MODIFICATION See Block 15 below	3. AWARD NUMBER: 690-A-00-06-00092-00	4. EFFECTIVE DATE OF AWARD: July 10, 2006
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5. GRANTEE: World Learning for International Development 1015 15th Street NW Suite 750 Washington DC 20005 DUNS NO. : 07-396-1419 TIN NO. : 030-179-592 LOC NO. : 72-00-1317/HHS 69A7P	6. ADMINISTERED BY: Regional Contracting Office USAID/Southern Africa 2170 Gaborone PL Washington, D.C. 20521-2170
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7. FISCAL DATA: Amount Obligated: \$500,000.00 Budget Fiscal Year: 2006/2007 Operating Unit: USAID/Angola Strategic Objective: SO#9 Team/Division: SO#9 Benefiting Geo Area: 654 Object Class: See Block 11 below	8. TECHNICAL OFFICE: SO#9; USAID/Angola 9. PAYMENT OFFICE: M/FM/CMPD/DCB USAID/Washington 1300 Pennsylvania Ave. NW Washington, D.C. 20523
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10. FUNDING SUMMARY:	<u>Obligated Amount</u>	<u>Total Est. Amt.</u>
Amount Prior to this Modification:	\$ 1,776,174.00	\$4,582,543.00
Change Made by this Modification:	\$500,000.00	\$0.00
New/Current Total:	\$2,276,174.00	\$4,582,543.00

11. DESCRIPTION OF MODIFICATION:

The purpose of this modification is to provide incremental funding in the amount of \$500,000 thereby increasing the total obligated amount from "\$1,776,174.00" to "\$2,276,174.00." Accordingly, this Cooperative Agreement is hereby modified as follows:

1. On Cover Letter, Accounting and Appropriation Data, Section A. General, Total Obligated USAID Amount, delete "\$1,776,174.00" and replace with "\$2,276,174.00"; and
2. On Cover Letter, Accounting and Appropriation Data, Section B. Specific, add the following fiscal data:

"7. MAARD No.:	654-0007-3-60070,2
Strategic Objective:	654-007
Fund:	DV
Funds BBFY:	DV/2006/2007
Distribution:	654-M
EOCC:	4100201
Amount:	\$500,000.00"

[END OF MODIFICATION NO. 2]


12. THIS MODIFICATION IS ENTERED INTO PURSUANT TO THE AUTHORITY OF FAA 1961 & Federal Grant and Cooperative Agreement Act of 1982 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

<p>14. GRANTEE:</p> <p>BY: _____</p> <p style="text-align: center;">(Name Typed or Printed)</p> <p>TITLE: _____</p> <p>DATE: _____</p>	<p>15. THE UNITED STATES OF AMERICA</p> <p>U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT</p> <p>BY: _____</p> <p style="text-align: center;">Kent J. Howard (Name Typed or Printed)</p> <p>TITLE: <u>Regional Agreement Officer</u></p> <p>DATE: <u>9/13/2006</u></p>
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MODIFICATION OF ASSISTANCE

Page 1 of 1

1. MODIFICATION NUMBER 1	2. EFFECTIVE DATE OF MODIFICATION See Block 15 below	3. AWARD NUMBER: 690-A-00-06-00092-00	4. EFFECTIVE DATE OF AWARD: July 10, 2006																												
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7. FISCAL DATA: Amount Obligated: \$981,174.00 Budget Fiscal Year: 2006/2007 Operating Unit: USAID/Angola Strategic Objective: SO#9 Team/Division: SO#9 Benefiting Geo Area: 654 Object Class: See Block 11 below		8. TECHNICAL OFFICE: SO#9; USAID/Angola 9. PAYMENT OFFICE: M/FM/CMPD/DCB USAID/Washington 1300 Pennsylvania Ave. NW Washington, D.C. 20523																													
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;">\$795,000.00</td> <td style="text-align: right;">\$4,582,543.00</td> </tr> <tr> <td>Change Made by this Modification:</td> <td style="text-align: right; border-top: 1px solid black;">\$981,174.00</td> <td style="text-align: right; border-top: 1px solid black;">\$0.00</td> </tr> <tr> <td>New/Current Total:</td> <td style="text-align: right; border-top: 1px solid black; border-bottom: 3px double black;">\$ 1,776,174.00</td> <td style="text-align: right; border-top: 1px solid black; border-bottom: 3px double black;">\$4,582,543.00</td> </tr> </tbody> </table>					Obligated Amount	Total Est. Amt.	Amount Prior to this Modification:	\$795,000.00	\$4,582,543.00	Change Made by this Modification:	\$981,174.00	\$0.00	New/Current Total:	\$ 1,776,174.00	\$4,582,543.00																
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<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">*4. MAARD No.: 654-0009-3-60063;1</td> <td style="width: 25%;">5. MAARD No.: 654-0009-3-60063;1</td> <td style="width: 25%;">6. MAARD No.: 654-0009-3-60062;1</td> <td style="width: 25%;"></td> </tr> <tr> <td>Strategic Objective: 654-009</td> <td>Strategic Objective: 654-009</td> <td>Strategic Objective: 654-009</td> <td></td> </tr> <tr> <td>Fund: DV</td> <td>Fund: CD-AIDS</td> <td>Fund: CD</td> <td></td> </tr> <tr> <td>Funds BBFY: DV/2006/2007</td> <td>Funds BBFY: CD-AIDS/2006/2007</td> <td>Funds BBFY: CD/2006/2007</td> <td></td> </tr> <tr> <td>Distribution: 654-M</td> <td>Distribution: 654-M</td> <td>Distribution: 654-M</td> <td></td> </tr> <tr> <td>EOCC: 4100201</td> <td>EOCC: 4100201</td> <td>EOCC: 4100201</td> <td></td> </tr> <tr> <td>Amount: \$386,174.00</td> <td>Amount: \$95,000.00</td> <td>Amount: \$500,000.00*</td> <td></td> </tr> </table> <p style="text-align: center;">[END OF MODIFICATION NO. 1]</p>				*4. MAARD No.: 654-0009-3-60063;1	5. MAARD No.: 654-0009-3-60063;1	6. MAARD No.: 654-0009-3-60062;1		Strategic Objective: 654-009	Strategic Objective: 654-009	Strategic Objective: 654-009		Fund: DV	Fund: CD-AIDS	Fund: CD		Funds BBFY: DV/2006/2007	Funds BBFY: CD-AIDS/2006/2007	Funds BBFY: CD/2006/2007		Distribution: 654-M	Distribution: 654-M	Distribution: 654-M		EOCC: 4100201	EOCC: 4100201	EOCC: 4100201		Amount: \$386,174.00	Amount: \$95,000.00	Amount: \$500,000.00*	
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