



USAID | INDONESIA

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**Subject: Request for Applications (RFA) No. RFA-497-11-000002,
EXPANDING MATERNAL AND NEONATAL SURVIVAL (EMAS)**

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the United States Agency for International Development Mission in Indonesia (USAID/Indonesia) is seeking applications from U.S. and non-U.S. non-governmental organizations (NGOs) for a program to improve the quality of Indonesia's health system. U.S. universities, including those carrying a "state" in their title, are considered to be U.S. NGOs for purposes of this program.

The program to be implemented is the "Expanding Maternal and Neonatal Survival (EMAS)" for which the Recipient will be responsible for ensuring achievement of the program objectives. Full program details are provided in the Program Description, Section A, of this RFA which is to have an estimated life of project of five years. The funding for this project is not to exceed \$55.0 million over the life of project. Funding will be made on an incremental basis over the period of the project. USAID reserves the right to fund any or none of the applications submitted.

Subject to the availability of funds, USAID/Indonesia intends to award one Cooperative Agreement as a result of this solicitation to achieve the objectives identified in this RFA. Please note that while funds are available to allow an award of an Agreement, funds are not currently available for the life of the project; however, USAID/Indonesia fully expects that funds will be available. Should for any reason funds not be made or become available, USAID/Indonesia will be unable to enter into a Cooperative Agreement. In such an instance, USAID/Indonesia is not liable for any costs incurred in the preparation and submission of applications.

Pursuant to 22 CFR 226.81, it is USAID policy not to award fee or profit under assistance instruments. However, all reasonable, allocable, and allowable expenses, both direct and indirect, which are related to the Grant program and are in accordance with applicable cost standards (22 CFR 226, OMB Circular A-122 for non-profit organization, OMB Circular A-21 for universities, and the Federal Acquisition Regulation (FAR) Part 31 for-profit organizations) may be paid under the agreement.

Applicants are advised that the anticipated funding level of the project as stated herein is not provided with the intent of Applicants purposefully maximizing this amount in their applications. Rather Applicants should submit applications which represent the most effective and efficient use of this anticipated funding.

Applicants are also notified that as a general policy in designing and negotiating assistance activities, USAID seeks the largest possible financial participation from an assistance Recipient. Accordingly, USAID requires Applicants to include in their applications a cost share amount of a minimum of fifteen percent (15%) of the total program amount (combined Federal and non-Federal). Cost-sharing in cash is highly encouraged and USAID will favorably consider applications - all other things being equal – which plan to use the anticipated funds to leverage other resources for the benefit of the program. Examples of cost sharing, in this program, might be cash or in-kind contributions from the Government of Indonesia (GoI) and intermediary organizations, GDA-type private sector contributions, expertise of U.S. partner organizations or reductions from ceiling on the applicant’s negotiated cost recovery rate (assuming the consistency with the guidelines of the organization’s cognizant government audit agency). The application should identify the amount and types of cost sharing and is advised that the cost principles which apply to the Agreement equally apply to cost sharing.

This RFA is being issued and consists of this cover letter and the following:

- (a) Section A Program Description;
- (b) Section B Cooperative Agreement Application Format;
- (c) Section C Selection Criteria;
- (d) Section D Certifications, Assurances, and Other Statements of Applicant/Grantee;
- (e) Section E Draft Cooperative Agreement and applicable Standard Provisions

For the purpose of this RFA, the term “Grant” is synonymous with “Cooperative Agreement”; “Grantee” is synonymous with “Recipient”; and “Grant Officer” is synonymous with “Agreement Officer”.

If you decide to submit an application, it must be received by the closing date and time indicated at the top of this cover letter at the place designated below for receipt of applications. Facsimile submissions are not authorized nor will be accepted. USAID/Indonesia requires one original and five (5) copies of the Applicant’s Technical Proposal as well as one original and two (2) copies of the Cost Proposal. **The Applicant shall submit the applications both in hard copies and electronically, as follows:**

- (a) Electronically – internet e-mail with attachments compatible with MS Word, Excel, Adobe Acrobat in MS Windows environment to RFA-497-11-000002@usaid.gov with copy to Ms. Johanna Gardjito at jgardjito@usaid.gov, and

- (b) Hard Copies –

By U.S. Mail
Mr. Dale Lewis
Office of Procurement
American Embassy Jakarta
Unit 8135 USAID
FPO AP 96520-8135
Mark: RFA-497-11-000002

By Courier
Mr. Dale Lewis
Office of Procurement, USAID/Indonesia
American Embassy
Jl. Medan Merdeka Selatan 3
Jakarta, Indonesia 10110
Mark: RFA-497-11-000002

Applicants should retain for their records of all enclosures which accompany their application.

Technical and Cost/Business applications must be kept separate from each other. Technical applications must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit. Award will be made to that responsible Applicant whose application is determined to present the best value for the Government.

Issuance of this RFA does not constitute an award commitment on the part of the Government, nor does it commit the Government to pay for costs incurred in the preparation and submission of an application. In addition, final award of any resultant Cooperative Agreement cannot be made until funds have been fully appropriated, allocated, and committed through internal USAID procedures. While it is anticipated that these procedures will be successfully completed, potential Applicants are hereby notified of these requirements and conditions for award. Applications are submitted at the risk of the Applicant; should circumstances prevent award of a Cooperative Agreement, all preparation and submission costs are at the Applicant's expense.

The preferred method of distribution of USAID procurement information is via Grants.gov on the World Wide Web (www). This RFA and any future amendments can be downloaded from <http://Indonesia.usaid.gov/en/opportunities/procurement> and <http://www.grants.gov>. Click on "Find Grant Opportunities", then click on "Browse by Agency" and choose "Agency for International Development". If you have difficulty registering or accessing the Grants.gov, please contact the Grants.gov Contact Center at 1-800-518-4726 or via e-mail at support@grants.gov for technical assistance. Receipt of this RFA through Grants.gov must be confirmed by written notification to the contact person noted below. It is the responsibility of the Recipient of the application document to ensure that it has been received from Grants.gov in its entirety and USAID bears no responsibility for data errors resulting from transmission or conversion processes.

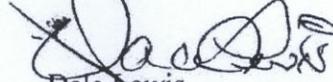
In the event of an inconsistency between the documents comprising this RFA, it shall be resolved by the following descending order of precedence:

- (a) Section C Selection Criteria;
- (b) Section B Cooperative Agreement Application Format;
- (c) Section A Program Description;
- (d) This Cover Letter.

Any questions concerning this RFA should be submitted in writing to Mr. Dale Lewis, via email at RFA-497-11-000002@usaid.gov with copy to Ms. Johanna Gardjito at jgardjito@usaid.gov. **Questions and inquiries seeking clarifications must be submitted to the email addresses no later than January 3, 2011.**

Thank you for your consideration of this USAID initiative. We look forward to your participation.

Sincerely,



Dale Lewis
Agreement Officer
USAID Indonesia

Atch: RFA-497-11-000002

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SECTION A - PROGRAM DESCRIPTION

I. INTRODUCTION

This document describes USAID Indonesia's Office of Health (USAID/Indonesia/Health) new activity "Expanding Maternal and Neonatal Survival" (Project EMAS). Project EMAS – or, 'gold' in Indonesian – is designed as an element within USAID/Indonesia's Strategic Objective Agreement with the Government of Indonesia Ministry of Social Welfare and has the objective of reducing maternal and neonatal deaths.

This reduction in maternal and newborn mortality will require the achievement of two interrelated components supported by sound governance and accountability as well as the use of communications technology. These two components are:

- (1) Improved public and private sector hospital quality of care for maternal and neonatal health service delivery, ensuring the right treatment at the right time; and
- (2) Increased efficiency and effectiveness of referral systems at the community health center and catchment areas, such that the right referrals are provided to the right place.

This project will primarily focus on improving quality of services within four key departments of private and public hospitals at the district level and selected teaching hospitals at the provincial level. These departments include: Emergency, Operating Room, Maternity Ward, Neonatal/Pediatric Ward. The project will promote evidence-based standards of care and clinical management of obstetric and newborn emergencies that will improve health outcomes while addressing most of the leading causes of death and decrease the number of facility-based deaths in at least 150 hospitals. This decrease in facility-based deaths should substantially contribute to an overall national reduction in maternal mortality.

Project EMAS will also focus on Community Health Centers (*Puskesmas*) which serve as the front line of referral to hospital settings and which can provide basic emergency care. This second component will promote coherence in a fragmented referral system with the objective of providing the right referral to the right place as soon as possible. A secondary objective is to improve the functioning of the health centers so they can increase the number of cases they handle and also prevent further complications when clients arrive in need. The project will reduce the maternal deaths at the community health center level through timely referrals to adequately resourced facilities.

Improvements at the facility level are expected to be supported by good governance, both within the institutional setting and in the larger district management setting. In addition, the information, communication and technology activities of the project will capitalize on

Indonesia's rapidly growing use of social networks, mobile phones and the internet to improve referral, foster accountability and generate responsiveness.

These activities will be directed at achieving the following project objectives:

- At least 8,000 newborn lives saved over the life of project from asphyxia, hypothermia associated with low birth weight, and infection
- An overall 25% decline in national maternal mortality because of significant reduction in facility deaths in project areas.
- At least 150 hospitals will have improved quality and standards based care in maternity, neonatal/pediatric, operating and emergency wards. This represents approximately 25% of the hospitals in the selected project areas.
- 300 Basic Emergency Obstetric and Neonatal Care (BEONC) *Puskesmas* will be functioning as referral centers and will offer improved clinical services for maternal health.

USAID/Indonesia anticipates awarding a Cooperative Agreement to implement this project with a period of five years from mid-2011 through 2016. The total amount of project funding is expected to be approximately \$55.0 million dollars.

II. BACKGROUND

Indicators for maternal and child health in Indonesia lag behind those of similar neighboring countries, and public health expenditure account for little over 1.4% of GDP as planned for in the 2011 budget. Although Indonesia is a middle income country, nearly 650,000 women suffer from maternal health complications annually, resulting in almost 10,000 maternal deaths a year from preventable causes. Data show that nationally 44% of maternal deaths occur in hospitals. Indonesia is in the midst of epidemiological shift, there was a 30% increase in utilization of hospitals for delivery from 2004 to 2008. Use of any facility, including private midwife practices, has doubled in the last 15 years according to Demographic Health Survey (DHS) data. In 2002, only 7% of deliveries in hospitals were for maternal and neonatal complications but by 2007, 47% of deliveries in hospitals were for complicated cases. Nationally, more Indonesians are still choosing public hospitals over private hospitals for all inpatient services. Demand for hospital services is not limited to the higher economic quintiles, in an East Java project site, 50% of admissions for emergency obstetric services were from women in the two lowest economic quintiles.

Since the introduction of *Askeskin* insurance for the poor and near poor, hospital utilization for all services has increased 106% in spite of the poor quality of care at all levels of public and private sector facilities and a noted lack of health sector regulatory enforcement of standards and policies. Despite investments by the government in the capacity of community health centers to address maternal complications and emergencies, they still

refer a significant number of cases upward. In South Sulawesi, one district could handle only 25% of the cases and referred the other 75% to the regional hospital.

There remain significant challenges to maternal and neonatal survival. There are delays in referring women to the appropriate level of service and thus when women arrive in hospitals, they are in extremely critical condition. Hospital implementation of regulations, policies and standards is sub-par and contributes to poor maternal outcomes in some cases. Newborns are at risk because of the declining breastfeeding rates and poor implementation of essential newborn care, although very recently, there does appear to be an increase in the initiation of immediate breastfeeding.

Compounding the clinical difficulties are governance and oversight issues. Because of decentralization, there has been constant shifting of authorities for regulation and oversight between the center, province and district. Permission to practice and to open hospitals is currently mandated at the district level and limits the capacity of the central authority to intervene. In addition, hospitals and community health centers are managed by different sections of the government which contributes to difficulties in coordination for referral and reimbursement. There is also still only a minor role for consumers or community organizations to engage in monitoring and keeping authorities accountable for what they have promised to deliver.

Thus, while Indonesia has made progress in maternal health, as evident in its declining maternal mortality ratio, there still remain extensive issues that need to be addressed. The EMAS project is designed to address some of the critical issues and to support the Government of Indonesia's maternal health program.

A. Government of Indonesia's Health Programs

The Government of Indonesia (GOI) has requested that USAID and other partners to provide technical support for the implementation of its Medium Term Development Plan 2010-2014, which sets out the main goals and targets to be achieved in the government's vision for health care in Indonesia. It also details what is necessary to reach the Millennium Development Goals.

Indonesia's Medium Term Development Plan that will be operational during the life of this project has four primary objectives:

- (1) Improve the quality of Human Resources,
- (2) Develop the capability of Technological Sciences,
- (3) Improve the economic competitiveness
- (4) Focus on under-developed and isolated regions of the country

“A healthy community that is self-reliant and living in a just society” is the current vision of the Ministry of Health. In their mission statement, they delineate four aspects of the vision:

- Improve the health of the community, through community empowerment which includes the private sector and civil societies.
- Protect the health of the public by ensuring the availability of a comprehensive widespread quality and fair health effort.
- Ensure the availability and equitable distribution of health resources.
- Establish good governance

Specifically, in the maternal health sector the GoI are working to ensure:

- All pregnant women have at least 4 ANC examinations with a health professional
- All childbirth should be assisted by trained health providers (doctors or midwives).
- The Maternal Mortality Ratio should be reduced from the current status of 228 to 118 per 100,000 live births,
- The Infant Mortality Rate should be reduced from 34 to 24 per 1,000 live births,
- The Neonatal Mortality Rate should be reduced from 19 to 15 per 1,000 live births.
- The health system has adequate numbers of Centers for Comprehensive Emergency Obstetric and Neonatal Care (CEONC) and Centers for Basic Emergency Obstetric and Neonatal Care

CEONC certification is a designation only available to hospitals that have the capacity to do c-sections, provide blood and which are able to provide services 24 hours a day, every day of the year. Certification includes determining human resources available and competency of staff. BEONC certification involves a seven-day training for a team of a doctor, nurse, and midwife from each health center and covers topics such as pre-eclampsia, shoulder dystocia, vacuum extraction, postpartum hemorrhage, management of low birth weight (LBW) newborn, neonatal convulsion, referral and transportation. The government has certified 2500 *Puskesmas* as able to deliver basic emergency care for obstetric and maternal complications but only 1600 are operational. Despite certification, the Government acknowledges there is still a wide variability in the ability of health centers to deliver these services, in part because of staffing constraints and human resource limitations. In addition to these efforts, the government’s maternal health services framework is the WHO Making Pregnancy Safer approach first adopted in 2002. Using a multi-media campaign at the national level, the government has also pushed for birth preparedness and emergency readiness with its *Desa Siaga* program.

The government insurance program for the poor (*Askeskin*), which covers labor and delivery, including c-sections for treatment of complications, began widespread implementation in 2004 and added additional services in 2007. This program has been credited with increasing the use of facilities for delivery. In 2009, extensive legislation

was passed that supported exclusive breastfeeding and there is growing support within facilities for immediate initiation of breastfeeding as part of core maternal health services. In 2010 the Government of Indonesia pledged to provide free maternal health care: “The government, Minister Endang added, will provide the service free of charge to women who deliver their babies with assistance from midwives, or doctors at community health centers or hospitals. The free hospital service is given to either normal or caesarian births.” The implementation of this new policy is expected to increase the number of deliveries at facilities and adds to the urgency of improving the quality of services.

B. USAID Prior Experience in the Maternal and Child Health Sector

In addition to the extensive family planning programs which USAID implemented in Indonesia, USAID has had a bilateral maternal health program with the Government of Indonesia for at least two decades. Beginning with a project in Kalimantan in the early 1990s, USAID focused on improving the lifesaving skills of midwives and increasing the utilization of skilled providers. In the late 1990s, USAID focused its efforts on responding to the devastating Asian financial crisis and supporting interventions for the social safety net. The Maternal Neonatal Health Project (MNH) followed in 1999, the primary contributions of that project were an improvement in the management skills for normal delivery; the development of a manual that supported normal delivery and which became the national standard; and changing the paradigm from high risk pregnancies to all pregnancies are at risk and therefore need planning. In 2005, USAID’s new maternal health flagship project, the Health Services Project, began. Its focus was to improve quality of service delivery among midwives, increase the use of skilled birth attendants and in the last year of the project, focus on the improvement of hospital services. This project closed in September 2010 after six years of implementation. A bridging maternal health project, the Maternal and Child Health Integrated Project (MCHIP), has been implemented in Indonesia since March 2010 and will finish at the end of 2012. During implementation in three districts, it will continue initiatives in support of normal delivery, using evidence based interventions to promote quality of services and increasing the use of skilled providers.

C. Current USAID Strategic Framework

Maternal Health in Indonesia constitutes a priority for USAID because of Indonesia’s large population, inequity in health indicators, and high maternal mortality ratio. USAID’s global Maternal and Child Health strategy, prepared at the request of Congress, identified Indonesia as one of the priority countries in 2008. This strategy committed to provide steady or increased funding to priority countries over the next several years. The USAID/Indonesia Program Strategy for 2009-2014 responds to the promise of Indonesia’s remarkable democratic transformation: a strong, prospering and inclusive national. The strategy calls upon U.S. and Indonesian resources to diminish Indonesian poverty and to mitigate global threats. Specifically, the USAID Indonesia Strategic Framework for Health will improve outcomes through:

- Relying on evidence based interventions wherever possible to prevent or treat illness
- Strengthening the capacity of the health system to deliver quality services
- Supporting civil society engagement to better understand, value and promote good health practices.

Life-of-strategy investments will reduce child and maternal mortality rates in populations most at risk and will result in the improved quality of obstetric and newborn care. Against this strategic framework, Project EMAS will shift away from normal delivery, managing all births and delivering within a community setting with a skilled birth attendant. Instead, it will focus on women who receive services within facilities, either community health centers or hospitals and will focus on women experiencing complications and emergencies. Within that institutional context, EMAS will focus on the prevention of complications and early recognition and management of complications. It also includes good governance and information communication technology, which is an expansion of the strategic focus.

III. PROGRAM DESCRIPTION

A. Programmatic Structure

The EMAS project is comprised of two components: the first is improved quality of hospital care for maternal and neonatal emergencies and complications, and the second component is increased efficiency and effectiveness in referral systems at the community health center level.

These two components will be supported through good governance, which supports quality improvements both within the targeted institutions and also within the greater governance environment. These two components will also capitalize on technology advances in computers, telephones and social networks to advance progress towards results. Technology and governance must be considered as an integral part of the project and not ancillary add-ons.

(continued on next page)

<u>USAID Intermediate Result One</u> Lowered Maternal, Neonatal and Child Mortality Rates	
IR1.1 Improved Quality of Obstetric and Newborn Care	
<u>Component One</u> Improved Quality of Hospital Care for Maternal and Neonatal Health Service Delivery	<u>Component Two</u> Increased Efficiency & Effectiveness in Referral Systems between Community Health Centers and Hospitals
<u>Cross Cutting Theme One</u> Improved Governance in the Health Sector Contributing to Improved Quality and Referral	
<u>Cross Cutting Theme Two</u> Increased Use of Technology to Improve Referral Efficiency and Quality of Health Service Delivery in the Hospital Setting	

Component 1 will focus on increasing the consistent use of evidence based standards of care within at least 150 private and public hospitals in four departments: emergency room, operating theatre, maternity ward and pediatrics ward. Accredited hospitals and hospitals which have the capacity to provide comprehensive services in response to neonatal and obstetric emergencies will be the sites for most project interventions. Hospital sites that benefited from technical assistance under the Health Services Project, USAID's prior maternal health project, will be eligible either for continued assistance or they may be used as models for what should be achieved under EMAS. The project is expected to achieve the following results:

- A roll-out of the standards and training manuals for managing maternal and neonatal complications and improving quality in hospitals that have been developed and field tested and which now need to be taken to national scale;
- An increased proportion of private and public sector hospitals implementing standards-based management for emergency obstetric and neonatal care leading to decreased mortality within the hospital setting;
- An improvement in the financial, administrative and regulatory environments which support the maternal clinical services; including licensing and accreditation practices;
- Continued quality improvement in hospitals already CEONC-certified by the government and which have invested their own funds in improving services;
- Ensuring that implementation of quality of care includes respectful and equitable care;

- Support to the Ministry of Health in its goal to increase the number of institutions which are CEONC and BEONC certified and delivering care according to standards; and
- Innovations in the field, which may be clinical, managerial or related to communication technology.

Component 2 is directed at achieving increased efficiency and effectiveness of the referral systems at the community health center level, particularly those centers which have already been certified as capable of delivering basic care in response to neonatal and obstetric emergencies. The emphasis on referral from the community health center is due to the following:

- (1) Health centers are one of the primary conduits for upwards referral for complicated emergencies,
- (2) Delay in referral is one of the major contributing factors in maternal death, and
- (3) Community health centers are not operating at an optimal level and thus remain a contributing factor to maternal death instead of a solution.

The right referral to the right place at the right time will initiate earlier treatment for complications and support improved health outcomes. Work in the community health center will result in the following:

- Improved linkages between the Hospital and Community health center which leads to shortened referral time;
- Reduced financial and policy barriers at the community health center level for immediate treatment, stabilization and referral;
- Improved implementation of first line measures in accordance with the established BEONC policies and increased appropriate utilization of higher care facilities if required;
- Improved implementation of proven interventions to increase early recognition of and prevention of complications;
- Use of technologies such as smart phones and internet programs that promote clinical linkages between health centers and hospitals and improve standards of care at the health center for improved clinical outcomes.
- Utilization of internet, cellular phone and other technology for greater oversight and accountability in governance.

Prevention of maternal complications is an integral part of a comprehensive approach to maternal care. Under the EMAS project, prevention will be addressed by improving the quality of care at the *Puskesmas* level. As providers have an increased capacity and skill

through the technical assistance offered by the EMAS project, they will have a better ability to anticipate possible maternal complications and reduce the escalation of some conditions and improve maternal health outcomes.

As many Indonesian women use the community health system to receive antenatal care, increased competency among clinical staff and a greater adherence to established evidence based interventions will support prevention of complications. As many of these providers also operate within the private sector, they should take their improved competency and skill set to private clients, thus reaching the greatest number of women. In addition, EMAS will improve the ability of *Puskesmas* staff to apply interventions they have already been trained in but as of yet are not using. Thus, women who are delivering at a *Puskesmas* within the project area will encounter staff that screen for preeclampsia and also implement the active management of the third stage of labor as tools to prevent complications.

Unlike previous USAID projects, which focused on individual midwives and neighborhood *posyandus*, EMAS focuses on the supervisory midwives associated with each *Puskesmas* who already have outreach responsibilities within their job descriptions. The EMAS project will invest in the catchment area management systems of the *Puskesmas* and is not intended to focus at the village or individual level. Any suggested approaches must be linked to the institutional capacity of the community health center to improve referral systems and to better treat clients in situ. The improvement of the outreach capacity of the individual community health center staff is within the scope of EMAS as it allows the centers to improve outreach systems and be responsive to client needs within their specified catchment areas.

B. Project Technical and Management Approach

Project EMAS will include the identification and testing of innovative strategies that can improve maternal and neonatal health outcomes as well as governance approaches. Innovations can be pursued in any number of areas: new governance approaches that can improve the regulatory environment or consumer satisfaction with services; use of smart phones to improve clinical outcomes or the development of clinical tools (either practical or related to policy) used in hospitals departments. Indonesia is very focused on addressing maternal and neonatal mortality and has a dynamic development sector, as well as solid economic growth and a thriving private sector. All these factors serve to create a positive environment which fosters innovation. Applicants are encouraged to be as innovative as possible in their suggested technical and management approaches.

USAID expects that this project will be implemented through partnerships that include not only US organizations but also Indonesian (local) partners. These partnerships may include U.S. and non-U.S. NGOs, local civil society organizations, universities, professional organizations, private sector companies or any other group that can contribute successfully to the goals of the project. Because this project emphasizes improvements within the hospital setting, there are a number of professional organizations focused on hospital care

within Indonesia that should be considered as possible partners. These partnership arrangements will be clearly delineated under the Agreement to depict which member of the partnership/which organization will assume which role in implementing the project and how the partnership structure will be implemented particularly at the field site level.

C. Project Components

1. Component 1: Hospital Quality Improvement

The technical interventions implemented under this project will improve the quality of care within four selected hospital departments: the maternity ward, the emergency room, the operating theatre and the neonatal/pediatrics unit. Clinical interventions which support improved quality of care include the immediate initiation of breast feeding, treatment of postpartum hemorrhage, assessment and treatment of eclampsia, antenatal steroid use for improved survival of preterm babies, newborn resuscitation, maternal and newborn infection management and the initiation of the kangaroo mother care method. The application and implementation of other appropriate standards of care to address identified problems within the Indonesian context is also expected. Collectively, the technical interventions implemented under Project EMAS will address the leading causes of maternal and neonatal mortality in Indonesian. All proposed technical interventions should be evidence-based and reflect the current best practices in the maternal and newborn health field.

The project's four hospital departments are the expected primary areas for intervention. However, in some hospitals, because of the interplay between hospital administrative units and maternal and newborn health, technical assistance should be extended to improve quality in those other departments. Hospitals have existing committees and standing teams such as the Maternal and Perinatal Audit Team and the CEONC team which are accountable to hospital management for implementing quality improvement changes. Liaison with these teams to increase accountability and better governance within hospitals is important in securing the overall improvement in quality that is the goal of Project EMAS.

In addition to implementing interventions that directly address the causes of maternal and newborn death, quality improvement efforts should address those system failures that are currently endemic to Indonesian hospitals and which contribute significantly to maternal and newborn deaths. Examples of hospital systems failure include:

- Refusing to provide emergency services until prepayment has been made when a woman arrives with maternal complications and has little time left for interventions.
- No standing orders in an emergency room for dealing with the most common obstetric emergencies, coupled with a limited rotation of midwives or other clinicians that can deliver the necessary services.

- No sinks or running water in the maternity wards to help maintain infection prevention practices.
- Disregard of existing standards and policies which would deliver the better level of care
- Allowing or condoning disrespectful care and abuse
- Not always following early initiation of breast feeding and still allowing formula companies to have access to new mothers.

A fundamental part of EMAS is assessing in greater detail the problems within the Indonesian hospital system that need to be addressed in order to improve the management of obstetrical and neonatal complications. For every identified system failure that impacts maternal health at the facility level or within the referral system, technical strategies will be identified to address the problem.

Each of the technical strategies will have a timeline for implementation, including the need for further facility assessment, baseline data collection and plan of action. Project EMAS is working in four priority areas and the clinical areas of intervention can be simultaneous in all four key areas or phased in. One of the Project EMAS results will be an enhanced capacity within the institutional setting which will result in graduation from technical assistance. Thus each of the technical strategies used must include benchmarks of quality within proposed activities, as well as an exit plan for when hospital administration is able to implement the quality initiatives independently.

Detailed below are the required and illustrative activities which serve as the basis for the technical approach under EMAS. Other activities are also expected to be added based on assessment of need and an understanding of the Indonesia context. These activities should by no means serve as a limitation as to what can be technically accomplished.

Assessment of Facilities (Required): Description of the facility assessment process at project start to determine what are the clinical needs within each selected facility, including medical and interpersonal care and systems for quality improvement; assessment of a facility can include an equipment procurement plan for such essential items as incubators and autoclaves but overall equipment should be a contribution of either hospital administration or the Government of Indonesia;

Review of Medical Records (Illustrative): Compile and analyze medical record reviews to ensure accurate classification of all maternal deaths and neonatal complications. Medical records within hospital facilities are often inappropriately coded and under report the number of maternal deaths.

Improvement in Clinical Practice (Required): Provide training or mentoring approaches will support acquisition of appropriate clinical skills. Either expatriate or Indonesian clinical staff may be used in mentoring roles. If using expatriate staff, there should be negotiation with the government and permission for clinical practice from

the relevant professional organization. Any training initiatives must have an illustrative training plan detailing which clinician, what technical area, which training partner and what materials will be used as well as follow-up supervision. Under EMAS, the use of a wide variety of training resources within Indonesia is encouraged and is not limited to any one provider of clinical training.

Purchasing of Equipment (Illustrative): Equipment purchasing will be limited to those items required to support quality clinical services. Possible equipment includes items such as neonatal resuscitation masks or operating room surgical tools.

Review and Revision of Policy Regulations (Required): At the district level particularly, EMAS will revise policies and regulations to support desired clinical changes as well as methods for implementing the policy and getting institutional buy-in to the necessary changes. Policy review may also be a part of overall hospital performance improvement.

Expand Governance Options (Illustrative): Governance in the hospital is broadly defined and may include identifying the role of professional organizations in supporting hospital quality initiatives; identifying governance interventions to resolve identified barriers to care; liaison with the *Bupati* office or engaging community members to identify what they perceive as access or equity issues.

Existing tools and resources for standards-based management have been developed by USAID, the GOI and other partner and donor projects. These are the tools that EMAS will use to begin quality improvement activities. Most of the materials available were reviewed as late as 2007 and only approximately 30% of the existing materials need to be updated. It is possible that a revision and updating of the tools will occur in the second half of EMAS but it is important that the immediate implementation of standards-based management begin without delay, irrespective of any planned revision of manuals.

2. Component 2: Referral Networks

The second component of the project, improved quality and increased efficiency and effectiveness of referral from BEONC community health centers, will reduce maternal deaths at the community health center through timely referral to adequately resourced facilities. In addition, the round the clock availability of competent personnel and a better delivery of first-line assistance at the health centers will also contribute to improved quality and clinical outcomes. This first line assistance will emphasize the prevention of complications and utilization of skills to immediately address the identified problem. The utilization of the technology of mobile phones to promote greater efficiency will also promote maternal survival. The Government of Indonesia has recognized that a coherent referral system is important and in late 2010 is undergoing a re-organization and restructuring of its health service delivery systems within the central ministry such that the services of hospital and health center will be better linked.

EMAS will address as a minimum the following limitations in the existing referral network:

- Referrals to multiple facilities because of no advance communication and because selected facilities have limited ability to address the complication;
- Delayed referral into the appropriate level of the health care system;
- Provision of inappropriate treatment, negating the impact of referral;
- Not delivering services despite having the equipment and training to do so;
- Strong economic disincentives against timely referral because of a lack of transparency in government reimbursement practices when there are multiple levels of providers involved in client care, (including private midwives);
- Low utilization of community health centers because staff do not educate consumers on the services available and how to access them (outreach);
- Poor adherence to protocols or staffing patterns despite certification as a site capable of delivering basic emergency obstetric and neonatal emergency care.
- Great variability within community health centers as to their ability to implement the BEONC training they received.
- Limited use of available technology to improve the timeliness of referral and the coordination with higher level institutions.

Although USAID recognizes that the referral network begins within the village and family setting, USAID believes there are sufficient numbers of government resources already being programmed at the community level. Under Project EMAS, interventions will only begin with the community health center and will focus on the system and institution. These may include helping health centers to develop systems of community outreach that address identified barriers to utilization, drawing in greater numbers of women who will use maternal health services. It will also include building up the competency of existing health center staff. The emphasis in component two will be to increase the capacity of local managers to oversee the catchment area of each *Puskesmas*, which includes several villages. Emphasis will be place on improving the skills of midwife supervisors (*bidan koridantor*) who are attached to the *Puskesmas* and who conduct supervisory outreach to village midwives.

Detailed below are required and illustrative activities which serve as the basis for the technical approach under EMAS. Other activities are also expected to be added based on assessment of need and an understanding of the Indonesia context. These illustrative activities should by no means serve as a limitation to what can be technically accomplished.

Identifying and Mapping Referral Networks (Required): EMAS will identify the operative referral network between community health centers and the district hospitals in the provisionally selected districts; map the BEONC level facilities within a district,

including elements such as the level at which they are functioning, the quality of obstetric and newborn services at these facilities, and local initiatives aimed at increasing the coverage and quality of the BEONC services. Once this information is analyzed, strategies will include streamlining the referral network to avoid multiple referrals to different institutions and ensuring that the appropriate care is delivered within optimal time frameworks. The referral network should also look at referral back to the community health center, once the obstetric and neonatal emergency has been resolved, for continued follow-up and support.

Analyzing Barriers to Use (Required): EMAS will determine what current barriers exist to accessing community health centers: transportation availability, lack of information on services, disrespectful treatment, staffing patterns etc. This analysis must also address what prevents women from seeking services in the event of newborn illness or difficulty with breastfeeding. EMAS will then determine what appropriate institutional responses should be to address those barriers. Of strategic importance is to determine which of these barriers hinder referral upwards to hospitals.

Using Mobile Phone and other Electronic Media (Illustrative): EMAS will test and use mobile phone technology so as to improve referral times and increase effective triage. It will access the rapid changes in SMART phone technology to improve clinical efficiency and it will test and use social networks and mobile phone technology to promote better accountability among district level managers.

Promotion of Local Initiatives (Illustrative): Indonesia is promoting midwife-traditional birth attendant partnerships as an appropriate tool to increase facility-based births and more timely referrals for the management of complications. EMAS will examine this initiative and document its impact on maternal health outcomes as well seeing if there can be any improvements to the practice. Similarly, EMAS will use the existing Maternal Audits to discover trends and patterns within the district, i.e., are there certain hospitals that consistently reject referrals with limited ability to pay? Despite established government policies that provide free maternal health care to those with demonstrated need and who have access to government insurance for the poor, there remain significant barriers at the individual hospital level which nullify the intended benefits from such systems. Once the trends are noted, appropriate strategies will be put in to place.

Expand Governance Approaches (Illustrative): EMAS will concentrate on supporting district managers to provide coherence to the fragmented referral system between hospitals and health centers, including increased communication and better coordination between the different sector management units. This support should also anticipate how the new central level reorganization will impact the delivery of services at the local level. It is beyond the scope of EMAS to address salary compensation as a governance option but the project can look at local incentives and policy options to

optimize staff performance, for example supporting the *Bupati* when they issue regulations that limit staff private practice hours to after official work hours.

All project technical strategies will be linked to actual problems within the existing referral systems in the suggested districts. They will not be linked to generic problems in referral (such as the “three delays”) that are often the basis for intervention within Indonesia. Strategies must include detail on the linkages between the community health centers and hospitals where EMAS is focusing interventions and the nature of those interventions, i.e., policy change, training, outreach programs to community members etc.

Community organizations or professional organizations that will be able to generate an earlier referral to the appropriate facility should also be engaged by the project team to assist in obtaining the desired results. Among some of the groups that could be useful are women’s organizations, NGOs that are focused on consumer rights and professional organizations such as the Indonesian Midwifery Association.

USAID is expanding its government partner base within the Ministry of Health and in addition to the Directorate for Community Health, the Directorate for Hospital Services is expected to be involved in the implementation of this project. As of late 2010, a significant re-organization within the Ministry of Health was in process which will impact the structure of those two directorates and which will be in effect by early 2011. This planned re-organization must be taken into account as the project team develops their partnership strategies with the Ministry of Health. In addition, because of the focus on governance, there might be district level management units that become partners in implementation.

Furthermore, the increased use of technology that is such a key piece of project EMAS will also demand new partnerships; telecommunication firms can play a large role in promoting technology for better health service delivery. The use of technology to improve the referral system and to drive accountability among district governments is key to obtaining success under this project and must be part of any technical strategies.

3. Cross-cutting Concerns

Governance Practices

There are only two formal components to this project, quality improvement at hospitals and improved referral networks. Both of these components will be supported through improved good governance practices. Governance practices refer not only to systems within an institution (such as the management of service delivery for indigent populations) but also to district level management practices that support better services in the health sector. Under prior USAID governance projects, a number of approaches such as citizen charters and accountability agreements have been tried with good results.

In EMAS, governance, in all its extensive applications, is integral to the implementation of the project. Good governance strategies will amplify the results achieved from clinical, technological and technical interventions. EMAS is expected to have explicit governance strategies in use to improve the overall health service delivery system. Within the overall governance approach, the project team will need to consider addressing elements of policy formulation, social participation, government accountability and regulation.

The concept of governance is broadly interpreted to mean both within the institutional setting and within the greater district management system. Within hospitals, EMAS will examine how the existing governance structures can be supported to improve their accountability and management of their domain. Two likely groups for technical assistance are the Clinical Governance Group and the BEONC Team, both of which are found within most hospitals. Outside of the hospital, EMAS will consider how the Ministry of Health in its reorganization of function and structure can be supported as this change is intended to promote quality improvement in hospital services.

Activities which EMAS will implement in support of governance initiatives are listed below. As with the project's two components, this list is neither exhaustive nor limiting and additional activities based on an assessment of the environment may be added over time.

Developing partnerships for Governance Support: Engagement with NGOs in the development of accountability mechanisms for local government and partnering with professional organizations to ensure district based policies and regulations support efficient referral.

Monitoring government policies and practices: EMAS will monitor the implementation of the newly announced government policy to have free maternal health care and establish transparency within the district accounting systems to document if there are hidden costs that still impede access. EMAS will support to the national working group (*Kelompok Kerja Nasional*) that the Directorate of Hospital Services is using to guide the expansion of CEONC. EMAS will also manage inputs into key maternal health departments to increase the possibility of accreditation by the Indonesian Hospital Accreditation Committee.

Supporting District Managers: EMAS will work with district managers to seek improvements in the existing government BEONC certification approach. EMAS will assess existing district based social insurance schemes for their contribution, if any, to improving quality or facilitating referral.

Providing Advisors: EMAS may facilitate the placement of a technical advisor, either expatriate or national, within the Ministry of Health to support the organizational restructuring and four year work plan designed to improve hospital quality. This would only be done on the invitation of the Ministry of Health.

Using Mobile Phone and other Electronic Media: EMAS will test and use social networks and mobile phone technology to promote better accountability among district level managers.

Information, Technology and Communication Approaches

Due to its economic growth, Indonesia is rapidly incorporating technology into all sectors of development. The bullets below demonstrate how “wired” and linked-in Indonesia is as a nation:

- An estimated 30 million internet users in 2010 in Indonesia, which is 12.5 percent of the country’s estimated population of 241 million and enough to make Indonesia the country with the 13th highest online presence.
- Twitter grew its global base by 109 percent in June 2010 over the previous year to clock nearly 92.9 million users. Indonesia has the world's highest penetration rate.
- By the end of 2009, Wireless Intelligent Indonesia recorded that more than 135 million of the country's population have used cell phones, which ranked it sixth globally in cell phone users. By 2011, almost 98% of the population will have access to cell phones.

During the last three years in Indonesia, consumers have used text messaging and social networking to mitigate the prosecution of dissatisfied client by an international hospital and to raise funds for indigent children in need of expensive operations. EMAS will seek to harness the dynamism of this technology to provide greater information to consumers on timely referrals and to monitor how district governments are performing. Drawing on global experience, including from the USAID project Mobiles for Health (M4H), development experience with cell phones in Africa and other donor initiatives, EMAS will use these technologies to promote better outcomes in maternal health.

Detailed below are illustrative activities which serve as the basis for the expected technical approach in EMAS. Other activities are also expected to be added based on assessment of need and an understanding of the Indonesia context. These illustrative activities should by no means serve as a limitation to what can be technically accomplished.

- Starting an Indonesian Facebook account in support of maternal health with information about the program and what is expected at facilities
- Developing a 24 hour hotline and support service for midwives managing complications
- Using telephone systems to have midwives direct referrals to the appropriate BEONC level facilities.

- Using phone networks to triage where clients should go and provide an early alert to have hospital staff ready and on standby.
- Applying new applications in SMART phones and PDAs to improve clinical efficiency.
- Using phone networks to provide clinical support in the treatment of complications from hospital staff to community health center staff.
- Use of phones to follow up new mothers with breastfeeding support and other relevant information,
- Use phones and text messaging as a system for follow-up care when women and newborns are released from the hospital.

Precedence exists for the successful use of cell phones to improve midwifery skills in Indonesia. In the aftermath of the tsunami in Aceh, a project in Aceh Besar equipped midwives with smart phones. In 2007, the test group with mobile phones was more likely to turn to health center personnel for medical information needed for their work and to get access to health information from the health center using their mobile phones. Mobile phones not only provided an efficient means of communication, but also improved access to information, particularly in conjunction with the computer-based data delivery system. The ease of communication enabled helped to improve communication and enhance relationships among healthcare workers and with the community. There was also better collaboration within the healthcare system, a stronger referral system and more efficient data collection.

EMAS will use a variety of approaches, such as blogging and web page design, data collection via phone, delivery of key health messages via text messaging, hotline support for referral etc., to reach out to consumers, clinicians and managers. EMAS will also widen the pool of potential partners in technology by identifying media companies, technology departments of universities and the private sector to be part of project activities. EMAS will focus on how media utilization can serve as a tool to improve service delivery outcomes; EMAS will also not limit its technical approaches to computer software programs but will look at the use of Twitter, Facebook and other social networking programs to maximize communication for quality care and improved governance.

4. Exclusions to the Technical Approach

Under the EMAS project, the focus will be on interventions at the hospital level and the community health center within the referral network. It is important to understand the parameters of this approach and recognize that there are typical maternal health activities and wider policy approaches that will not be a part of this project. Below is a list of the interventions and technical approaches that are **not** expected to be the focus of this project:

- (1) Pre-service education is not the focus for this program. Other donors, as well as the Government of Indonesia, are working in this area.
- (2) The project is not expected to work on health manpower deployment issues in the larger sense that there are insufficient numbers of providers deployed in remote areas or that government pay scales contribute to the difficulty in placing staff. However, if under the governance approach, a restructuring of existing resources within a district would contribute to increasing access, such as ensuring there is 24 hour midwifery coverage, then the project would be able to work in that area.
- (3) Clinical standards and manuals already exist, have been recently updated and reflect current best practices. There is no anticipated need to develop materials but there is the possible need to update some materials. However, this should not be a priority and should not prevent the immediate implementation of improvements in standards of quality.
- (4) Traditional public health multi-media communication campaigns are not intended to be a part of this program. Resources should be focused on exploiting social networks, cell phones and the internet. The focus will be on information to service delivery centers, ensuring accountability among providers and making sure consumers have the information they need on referrals.
- (5) The project will look at data resources, such as the perinatal and maternal audits and will look for ways to improve existing HMIS systems in place but will not develop new systems. The emphasis will be on using the existing data to analyze weaknesses in the referral system and to address those weaknesses
- (6) The project will not address drug safety or logistics, except as where it falls under improving the hospital and facilities standards-based management.
- (7) The project will not be a health insurance reform project and will not tackle such issues as capitation, risk-pooling and reimbursement rates. It will look at the existing health insurance programs in districts and try to identify opportunities to make those systems more consumer friendly, more efficient and more responsive to quality indicators.
- (8) The project will consider policy issues and regulations but only as a means to improve standards-based management, increase access and improve the referral system.

D. Geographic Focus and Facility Selection

Forty-eight percent of all maternal deaths in Indonesia occur in six provinces: North Sumatra, Central Java, West Java, East Java, Banten and South Sulawesi. These are expected to serve as the core geographic focus areas for Project EMAS, however other geographic areas may be included over the life of the program if resources and time permit. Within the six focus provinces, the EMAS team will identify between two to five (2 – 5) districts where they will propose to work. More districts may be added if resources and time permit. The final selection of the project target districts will be jointly accomplished by the Recipient, the GOI, and USAID following award of the Agreement. The Recipient

is required to acquire the specific written approval of the Agreement Officer's Technical Representative (AOTR) of the selected target hospitals under this project.

Criteria for district selection include:

- the existence of a proactive local government,
- budget support from the local government for the health sector,
- hospitals with a high proportion of maternal deaths and high case fatality rate,
- innovative financing schemes for maternal health coverage, or the existence for potential innovative schemes from the local government,
- active professional organizations,
- Hospitals willing to engage in quality improvement efforts, and

The existence of CEONC and BEONC facilities, even if they are not currently operating at an optimal level.

D.1 Facility Identification-Hospitals

There are 631 hospitals in the identified provinces – 212 public and 419 private. In considering where to work, the Recipient will consider:

- (1) Prioritizing hospitals that are already accredited on the assumption that accreditation can serve as a proxy indicator for management interest in resolving service delivery constraints.
- (2) Focusing on both private and public hospitals that offer maternity services, all specialty hospitals should be excluded from interventions.
- (3) Military hospitals may be included only if applicable USAID waivers are allowed.
- (4) Once there is a defined subset, hospitals with the highest number of maternal deaths should be given first consideration.

Although very small clinics run by private sector midwives are not excluded, economies of scale are important and the focus of EMAS is on hospitals where there are significant numbers of deliveries on a monthly basis as the principal result from this project is a 25% reduction in national maternal and neonatal death. Some teaching hospitals as intervention sites may also be a part of EMAS, as teaching hospitals have the potential to reach future generations of medical students and would lead to an extended impact of the project. Under EMAS, the project will consider aligning hospital selection in accordance with the Government of Indonesia's support to "vertical hospitals." These are hospitals owned by the Ministry of Health which have already been identified for quality improvement initiatives and which might be fertile ground to promote standards in policies and practices. The hospital selection process will be phased in over time.

Under the first year work plan, the Recipient is to identify 30 hospitals for immediate investment. An additional forty hospitals will be identified under the subsequent years work plans (i.e., years two, three and four). By the end of the fourth year of the project, the Recipient will be expected to have identified 150 hospitals with improved services in the four key wards. The fifth year of the project will be dedicated to consolidation and replication by Indonesian partners. The Recipient will adhere to a consultative hospital selection process which will require the coordination of these selections with USAID and with the Government of Indonesia's plans to improve quality at hospitals. The Recipient is required to acquire the specific written approval of the Agreement Officer's Technical Representative (AOTR) of the selected target hospitals under this project.

D.2 Facility Identification-Community Health Center

There are approximately 387 BEONC *Puskesmas* in the project defined geographic area which may be considered for selection. Criteria that EMAS will use in finalizing the selection of Community Health Centers are:

- The centers are in the catchment areas of the identified hospitals
- The centers have all be designated for inpatient care and have at least 20 births a month.
- They have been certified as a BEONC *Puskesmas* by the government.
- The level of functioning of the centers in responding to maternal and neonatal emergencies and complications (i.e., are they implementing BEONC standards?)
- The management of the health center has expressed an interest in improving referral networks and may already be trying different strategies to improve referral, such as outreach to traditional birth attendants.

EMAS will have both high functioning and poorly functioning *Puskesmas* within their selection list. High-functioning *Puskesmas* may be used as demonstration sites for modeling appropriate referral practices. However, the project will not limit interventions to only high functioning sites as there are gains to be made in improving low-functioning sites. As well, variability in competency is a reality in Indonesia and these inequities should be mitigated by including a wide selection of centers, with different levels of functioning. The final selection of *Puskesmas* will be jointly accomplished by the Recipient, the district governments (GOI), and USAID following award of the Agreement. The Recipient is required to acquire the specific written approval of the Agreement Officer's Technical Representative (AOTR) of the selected target hospitals under this project.

E. Illustrative Indicators and Monitoring and Evaluation Plans

The Recipient is responsible for submitting with its application an illustrative monitoring plan that demonstrates how progress toward achieving the project objectives will be measured. These objectives include:

- At least 8,000 newborn lives saved over the life of project from asphyxia, hypothermia associated with low birth weight, and infection
- An overall 25% decline in maternal mortality because of significant reduction in facility deaths in project areas.
- 150 hospitals will have improved quality and standards based care in maternity, neonatal/pediatric, operating and emergency wards. This represents approximately 25% of the hospitals in the selected areas.
- 300 BEONC *Puskesmas* will be functioning as referral centers and will offer improved clinical services for maternal health.

The indicators listed herein are illustrative and are provided to assist the Applicant/Recipient in developing and submitting its proposed indicators. Following award of the Agreement, the Recipient will collaborate with USAID, the Government of Indonesia, as well as key partners such as UNICEF, to finalize the choice of indicators. The Recipient is required to acquire the specific written approval of the Agreement Officer's Technical Representative (AOTR) of the project's indicators.

The final selected indicators will be able to track progress toward project goals, will be able to provide information to USAID's overall strategic goals and will provide information to the Government of Indonesia, particularly in its priority areas of maternal health. Illustrative indicators include:

- (1) **Functioning** referral networks leading to:
 - a. Increased number of referrals to hospitals for patients experiencing obstetric and newborn emergencies and complications
 - b. Improved management of referral systems from community health center to hospitals
 - c. Reduced times between complication, referral and treatment
 - d. Decreased number of multi-institution referrals
- (2) **Increased** use of facilities for emergency obstetric and newborn care:
 - a. Increased percentage of poor women (lower two economic quintiles) using existing insurance mechanisms to deliver at hospitals
 - b. Use by all women of facilities for delivery, even if they experience a normal birth

- c. Increased percentage of facility based deliveries able to manage for complications, both in private and public hospitals
- (3) Improved** quality of services within key hospital units: emergency room, operating room, obstetrics, and neonatology:
- a. Increased proportion of standards based management of care
 - b. Increased percentage of hospitals delivering standards-based care in the emergency room, obstetric and neonatology services as well as the operating theatre.
 - c. Decreased proportion of deaths occurring in hospitals as a proportion of all maternal deaths
 - d. Decreased hospital case fatality rate
 - e. Decreased number of “near-miss” cases admitted to hospitals
 - f. Increased number of medically necessary C-sections among poor women, commensurate with internationally accepted norms
- (4) Increased** use of standards to promote new-born survival:
- a. Increased proportion of neonates with asphyxia successfully resuscitated
 - b. Increased proportion of Low Birth Weight neonates managed according to standard including Kangaroo Mother Care.
 - c. Increased proportion of newborns receiving immediate essential newborn care (breastfeeding, warmth, clean cord care)
 - d. Increased proportion of mothers and newborns receiving postnatal care according to standard.
 - e. Increased proportion of hospitals with explicit policies prohibiting milk formula in neonatal wards
 - f. Increased percent of facilities that implement policies in support of initiating immediate and exclusive breastfeeding
 - g. Increased proportion of women initiating immediate breast feeding in both surgical and non-surgical births
- (5) Improved** governance capacity demonstrated by:
- a. Implementation of existing national and district insurance schemes to increase access
 - b. Increased use of results from the maternal & perinatal audits as accountability tool
 - c. Development of number of local regulations specific to providing incentives for improved hospital care and improved referral.
 - d. Hospital regulations promoting adequate postpartum and newborn care for the 48 hour postnatal period.
 - e. Increased number of civil society and/or local media forum created or established to measure social participation in holding the government accountable for the services provided.

- f. Increased capacity of district government to regulate and manage an integrated public and private health system with greater efficiency

The USAID Kinerja project has seven indicators for governance in health. The Applicant/Recipient should select key indicators for governance and health that will be included in the Project EMAS monitoring plan. Among the suggested indicators from Kinerja that are relevant to the health sector are listed below:

- (1) Improved district governance processes and capacity that respond to stakeholder needs within the health sector.
- (2) Clients of health, education and business services regularly meet and provide feedback to facility managers or relevant department heads and other district officials
- (3) Number of service delivery units or providers that are rewarded or penalized based on actual performance
- (4) Number of local government health centers that have institutionalized improved practice for health services.
- (5) Number and coverage of healthcare facilities
- (6) Citizen access to and use of public healthcare facilities
- (7) Quality of medical care provided, measured in terms of trained medical personnel per person; availability of trained medical personnel; availability of medicines, vaccines, and contraceptives supplies; waiting times, and facility conditions

In addition to the routine monitoring, an independent mid-term evaluation will be conducted by USAID in late 2013 or early 2014 to assess project performance and progress, to recommend any necessary corrective actions for the remaining years of the project, and to assess the sustainability and feasibility of replication of the project activities.

IV. KEY PERSONNEL

It is expected that the Recipient will recruit and establish a small team of resident experts and supporting staff to develop and implement the project. Where possible, the Applicant/Recipient is encouraged to minimize the use of expatriate staff and use Indonesian staff where feasible to build local capacity. Beyond the required Key Personnel, the Applicant/Recipient may propose a staffing and management structure and a mix and balance of expatriate and Indonesian personnel they believe will be the most efficacious for achieving the objectives of Project EMAS.

The following positions are those to be considered among the project's staffing pattern:

- a. The Chief of Party

- b. Clinicians from at least one of the key areas of intervention: obstetrics, neonatology, pediatrics or maternal emergency room services
- c. An Information, Communications and Technology Expert
- d. A Governance Advisor
- e. An Operations Manager
- f. A Finance Manager
- g. A Monitoring and Evaluation Specialist

A. Key Personnel

The Agreement will include/includes a “Key Personnel” clause for which the qualifications of the proposed personnel will be considered during award evaluation. The Applicant must include as part of its proposal a signed letter of commitment from the candidate proposed as key personnel, confirming his/her present intention to serve in the stated position during the term of the Agreement period.

The Mission reserves the right to check the references of any and all personnel proposed for this activity. A minimum of three references for each proposed candidate as key personnel is required. The Mission may also use other sources as reference checks, such as USAID personnel who worked with identified candidates on other projects.

Amongst the project positions, the following positions are deemed “Key Personnel”:

- Chief of Party
- Clinical Advisor (s),
- ICT Advisor and
- Governance Advisor.

The Recipient may propose more than one Clinician as “key personnel” within its application. Candidates for any of these positions may be drawn from United States, other regions, or Indonesia. If two clinicians are proposed for the Clinical Advisor roles, it would be preferable that at least one be a Cooperating Country National (CCN). CCNs proposed for any of the “key personnel” positions must meet the English language requirements and the mandatory ability to communicate at the equivalent of an FS “three” for speaking and reading.

Chief of Party: Responsible for project inputs, program strategy, external representation and coordination with project counterparts, USAID, GOI contacts, other donors within the sector and other programs as necessary. The Chief of Party must have strong technical skills and be able to contribute technical guidance to the project as well as technical assistance to partners. Given the expected level of involvement with the most senior

Indonesian counterparts and the highest levels of government, the Chief of Party must be sufficiently credentialed that their policy information and guidance as well as technical expertise is well received by counterparts. The Chief of Party is ultimately responsible for compliance with the agreement results and the oversight of project activities which will meet the stated objectives of the project. Criteria for the Chief of Party include:

- Demonstrated ability to manage a large and complex program including the ability to manage sub-grantees and resolve differences. Previous experience as a COP desirable. At a minimum, 15 years of progressively responsible experience in managing donor projects within the health sector and preferably multi-regional experience, demonstrating a familiarity with a wide variety of health systems. Some of that experience should be specific to maternal health.
- Demonstrated track record of progressively responsible managerial experience implementing complex donor-funded projects with multiple activities including managing staff, funding, activities and partnerships ,
- Familiarity with the demands of the hospital environment either clinically, administratively or managerially,
- An advanced degree in public health or related field and may be a clinician,
- Fluent in written and verbal English to oversee all the written work products,
- Demonstrated management skills in building inter-cultural teams and evidence of being able to flourish in a multicultural setting
- Indonesian language skills are strongly desired. For candidates that are lacking in this capacity, the Applicant must detail how they will facilitate language acquisition.

Clinical Advisor(s): Responsible for coordinating all the project inputs within the hospital settings and developing networks with the professional organizations, accrediting bodies and other groups which oversee the development of high quality services within facilities. The clinician will also work in tandem with the governance /systems advisor to manage the referral networks inputs. Applicants are encouraged to consider Indonesian clinicians when identifying candidates for this role (s). Criteria for Clinicians include:

- 15 years of clinical experience in obstetrics, midwifery, neonatology, or pediatrics. A nursing background will be considered if there is significant experience such as serving as a director of nursing within a complex health system. A general medical background will also be considered if there is later relevant maternal health specialization. Academic background may be a university degree in nursing, midwifery, medicine or public health, preferably to a Master's Degree level.
- Up to date knowledge and a strong clinical base in order to demonstrate and model the desired practices. Membership in internationally recognized professional organizations would be preferred.

- Familiarity with the Indonesian medical system and its training practices would be desirable, knowledge of the referral systems and *Puskesmas* capacity would also be desirable.
- Strong management skills in building inter-cultural teams and evidence of being able to flourish in a multicultural setting
- If the proposed candidates are expatriate, Indonesian language skills would be desirable. For candidates that are lacking in this capacity, the Applicant must detail how they will facilitate language acquisition. If the nominated candidate (s) is Indonesian, the Applicant must use a defined rating scale, such as the Stated Department rating system or a TOEFL score, to indicate their level of proficiency in speaking and reading in English.

The Information, Communication and Technology (ICT) Advisor will be responsible for developing strategies that exploit the existing telecommunications and internet systems in Indonesia to support the objective of decreasing maternal mortality. These systems might be used to develop consumer demand, to hold district officials accountable for services or to relay data to health managers. Because this position is interdisciplinary and reflects the newest approaches to information management, candidates may come from a wide variety of academic backgrounds, including computer programming, social sciences and communications or related disciplines. Applicants should have at least three years of working experience after University, but it does not have to be as an ICT advisor as this is a relatively new field. Criteria for the ICT Advisor include:

- Ability to conceptualize and implement public health messages aimed at influencing public opinion on health and increasing consumer demands for responsive governance
- Training and experience in the use of computers, web pages, networks for information sharing; formal IT experience is useful but not essential as the emphasis is on technology as a tool, not an end in itself.
- Ability to adapt health data needs to smart phone platforms would be desirable
- Experience with previous donor efforts to harness technology to drive social change would be desirable, experiences outside the health sector would still be relevant
- A background in using and managing new media such as Twitter, Facebook, My Space, blogging and establishing them as communication platforms
- Fluency in both English and Indonesian desirable, strong communication skills and ability to translate “techno-bytes” into accessible language is also desirable
- Demonstrated ability to work on multi-cultural teams is necessary as they will be fully integrated into the team and expected to make contributions to how technology can be used in furthering the quality improvement and referral efficiency objectives.

The Governance Advisor's role will be to address governance and accountability issues within the health sector that adversely impact maternal health. They will be responsible for meeting with appropriate counterparts in the district (including facility managers) and for identifying ways that the project can improve transparency in governance. They will liaise with counterparts from other projects who are implementing programs under USAID's democracy and governance portfolio (such as Kinerja) and will be the main resource to ensure effective implementation of service quality improvement approaches. Criteria for the Governance Advisor include:

- An advanced degree in a relevant field such as anthropology, government, politics, public administration. Other social science fields will be considered.
- 7 years of experience working with local governments on district planning and public service management, experience outside the health sector is relevant
- Adaptability to varied working environments is desired as they will develop linkages to many different groups
- Good knowledge of management processes and systems, and elements intrinsic to good governance
- Prior experience working with Civil Society Organizations, including local NGOs, would be desirable
- Knowledge of the decentralization of Indonesian systems and the public budgeting system used within the health sector is strongly preferred.
- If the proposed candidate is an expatriate, Indonesian language skills would be desirable. For candidates that are lacking in this capacity, the Applicant must detail how they will facilitate language acquisition. If the nominated candidate is Indonesian, the Applicant must use a defined rating scale, such as the Stated Department rating system or a TOEFL score, to indicate their level of proficiency in speaking and reading in English.

B. Short-term and Principal Advisors

In addition to the project required "Key Personnel", long-term personnel may be included in the project staffing who serve as principal advisors. Applicants should also detail the title of these positions, the candidates who might fill the position and a recruitment plan if there are no identified candidates. In the instance of the proposed placement of a long-term advisor within the Ministry of Health, Applicants should note if they (the Applicant) has had prior experience placing technical staff within Ministries as technical advisors and where they would recruit to fill such positions.

Applicants will specify the profiles of the short term consultants to be recruited, the balance between permanent staff and short-term advisors, the anticipated duration of short-term consultancies and the how the anticipated profile of the staff (permanent and short-

term) will enable the Applicant to maximize results. USAID expects that throughout the implementation of the project, the Recipient will use a judicious mix of Indonesian and international short-term consultants. Consultants can be drawn from a large pool, including regional experts and include the following areas of expertise:

- Health insurance regulatory experts
- Hospital quality improvement experts
- Web page designers
- Gender experts
- Midwives familiar with teaching hospitals
- Clinical trainers in obstetric and newborn care
- Performance Management Specialists
- Citizen Participation Advisors
- Decentralization Policy Advisors
- City and Regency Specialists

V. Performance Monitoring Plan (PMP)

The Recipient's application will include specific, detailed plans to monitor and document program performance within its Performance Monitoring Plan (PMP). USAID/ Indonesia will assess progress against selected performance indicators (see above) that measure the achievement of targeted program objectives, as specified in this Program Description. The Recipient's Performance Monitoring Plan will clearly state how proposed activities relate to the program objectives and how data will be tracked, collected, verified and reported to document progress toward these objectives. As part of the PMP, the Recipient should, in consultation with the AOTR, develop applicable indicators and targets on an annual and life of project basis. The Recipient should be prepared for revisions in required program indicators on the basis of USAID assessment of actual reform results during the lifetime of the award.

VI. SUBSTANTIAL INVOLVEMENT

USAID/Indonesia anticipates a close working partnership and substantial involvement in the Recipient's program. USAID's substantial involvement in the program will extend to those items identified below:

- (a) Approval by the Agreement Officer's Technical Representative (AOTR) of annual work plans and modifications that describe the specific activities to be carried out under the Agreement;
- (b) Approval by the Agreement Officer's Technical Representative (AOTR) of Performance Management Plans, including indicators.
- (c) Concurrence by the Agreement Officer's Technical Representative (AOTR) in the assignment of specified Key Personnel and any changes thereto with the prior written approval by the Agreement Officer;
- (d) Approval by the Agreement Officer of the selection of sub-award Recipients which the Recipient will execute under the project subject to the review and concurrence of the AOTR. The AOTR will be substantially involved as follows:
 - i. Participation in preparation of solicitation documents including the topics, program descriptions, match requirements, selection criteria and funding levels for applications, and
 - ii. Participation on technical review panels for sub-grants and sub-contracts, and selection of the final list of applications accepted for funding.
- (e) Review and approval by the Agreement Officer's Technical Representative (AOTR) of target project hospitals, districts and *Puskesmas* to include selection criteria.
- (f) Technical collaboration by/with the Agreement Officer's Technical Representative (AOTR) for specific program interventions.

VII. REPORTING REQUIREMENTS

A. Annual Work plan

Within 30 days of award, the Recipient will submit an Initial Year work plan. The work plan will be subject to the approval in writing by the Agreement Officer's Technical Representative (AOTR). For each subsequent year, the Recipient will submit a 12-month work plan 60 days prior to the end of the program year thereby allowing sufficient time for review, consultation and approval before the start of the new work plan year.

B. Monitoring and Evaluation

Specific and objective performance measures which meet USAID Indonesia's strategic objectives and performance monitoring plan will be developed by the Recipient in

consultation with USAID. A combination of common and custom indicators will be developed and reported by the Recipient for inclusion in the Mission's Operational Plan. The Recipient will acquire the Agreement Officer's Technical Representative (AOTR) approval of the Performance Monitoring Plan (PMP) and will have implemented the Plan within three months of award of the Agreement.

C. Progress Reports

The Recipient will submit three fiscal year quarterly performance reports and fourth quarter annual report per fiscal year. These reports will include a data table for indicators and indicate progress achieved towards benchmarks, highlight tangible results and achievements identify any problems encountered in implementation and propose remedial actions as appropriate. Regardless of start date all reporting is based upon the USG fiscal year and quarters. Progress reports are due 30 days after the end of the fiscal quarter.

The annual reports will include progress against work plan projections. Annual report will be submitted 30 days after the end of the U.S. Government fiscal year. Each annual report will cover activities completed during the preceding 12-month period and will be submitted to the AOTR. Annual reports will include data collected to measure progress against the Performance Monitoring Plan (PMP). All reporting should be based upon the U.S. Government fiscal year calendar, and must include relevant Strategic Objective and Immediate result indicators as outlined in USAID/Indonesia's Strategy.

D. Financial Reports

Financial Reports shall be in keeping with 22 CFR 226.52. In accordance with 22 CFR 226.52, the SF 425 "Federal Financial Form" will be required on a quarterly basis, to coincide with USAID's fiscal year calendar. The first quarterly report will cover the period from the award date through March 2010. Subsequent reports will cover the three month periods ending in June, September, December and March.

- (a) The Recipient must submit a signed and electronic copy of the SF 425 "Federal Financial Form" to the Agreement Officer Technical Representative (AOTR) with one copy to the Agreement Officer (AO). Quarterly financial SF 425 reports are due 30 calendar days, after the reporting period.
- (b) In accordance with 22 CFR 226.70-72, the Recipient shall submit the original of the final financial report to Financial Management Office, one copy to the Agreement Officer, one copy to the Agreement Officer Technical Representative.

E. Final Report

Within 60 days after the Agreement's completion date, the Recipient shall submit a final completion report. The final report is to contain a summary and discussion of all activities

conducted under this Cooperative Agreement; a detailed measurement of the result achieved – measured against the indicators in the Performance Monitoring Plan (PMP); and an assessment of the overall impact of the program on the broader goal of improving maternal and neonatal survival in Indonesia.

VIII. GENDER CONSIDERATION

Indonesia lags behind much of the rest of the region in terms of gender equality. Fifty percent of Indonesian women are economically active and 70% of them work in agriculture, women are disproportionately underrepresented in service and industrial employment. Women are also similarly underrepresented in local government leadership positions. The 2005 introduction of local elections resulted in only 19 women being voted into local government leadership positions: one governor, one deputy governor, six district heads (*Bupatis*) and 11 mayors or deputy mayors. Women represent only about 11% of local legislators. For local legislatures to make decisions truly representative of the population, more women need to become involved. This is especially important in regards to decisions made on public health services, which women are typically more reliant upon than men because of their reproductive role.

Specific to the maternal health sector, one of the frequently cited reasons that women delay seeking referral is that they do not feel they are empowered to make health care decisions themselves. They often wait for their husband to come home from the fields to make the decision to spend money on seeking advanced health care and this wastes valuable time. In the 2007 Demographic Health Survey, 9% of women in the lowest economic quintile and with the least education reported a problem in getting permission to go for treatment. Another gender consideration noted in the DHS is that 11% of ever married women are concerned that there will not be a female provider available to them, which is one reason they don't access the health service system.

Given that this project focuses on the institutional improvement of community health centers, hospitals and district governance, as well as the use of technology, EMAS staff will need to be creative in determining approaches that can increase women's utilization of referral services. Possible programming approaches are:

- Analyzing how gender based budgeting at the district level can be optimized to improve access to referral;
- Outreach and dialogue from community health center staff with key community members about women's rights in accessing health care;
- Removal of barriers at the hospital such as demanding that a woman's husband give permission for Caesarean birth;
- Partnership with local women's organization to increase awareness and accountability;

- Partnership with local women’s organizations to promote women’s rights and the ability to make independent decisions around health care;
- Policy change promoting explicit rights of women to make health care decisions.

EMAS has no prescribed approach for the integration of gender into the technical assistance program because the expectation is that there will be a period of exploration and consultation before a final determination can be made of what will be the most appropriate approach. However, as it is a mandatory element in all USAID assistance, over the five year period of project implementation, the Recipient is expected to document what it has accomplished to promote gender equity.

IX. INITIAL ENVIRONMENTAL EXAMINATION (IEE)

An IEE has been prepared and approved in accordance with 22 CFR 216.2 (c) (2) (i) for education, technical assistance or training programs and in accordance with 22 CFR 216.2 (c) (2) (iii) for analysis, studies, academic or research workshops and meeting activities of the EMAS Program. The EMAS Program is not expected to have a significant direct or indirect adverse impact on the natural or physical environment it will qualify for a categorical exclusion and the IEE will request the exclusion be applied.

[End of Section A]

SECTION B – COOPERATIVE AGREEMENT APPLICATION FORMAT

B.1 PREPARATION AND SUBMISSION GUIDELINES

All applications, in hard copies and electronic, received by the solicitation's specified deadline will be reviewed for responsiveness to the specifications outlined in these guidelines and the application format. Section C addresses the award evaluation procedures for the applications. Applications which are submitted late or are incomplete run the risk of not being considered in the review process. "Late applications will not be considered for award". Facsimile submission is not authorized nor will be accepted.

Applications shall be submitted in two separate parts: (a) technical and (b) cost or business application. Technical portions of applications should be submitted in **one original and five copies** and cost portions of applications in **one original and two copies**.

All applications shall be in English. Applications must be submitted no later than the date and time indicated on the cover page of this RFA, to the location indicated on the cover letter accompanying this RFA.

Technical applications should be specific, complete and presented concisely. The applications should demonstrate the Applicant's capabilities and expertise with respect to achieving the goals of this program. The applications should take into account the evaluation criteria found in Section C.

Applicants should retain for their records one copy of the application and all enclosures which accompany their application. Erasures or other changes must be initialed by the person signing the application. To facilitate the competitive review of the applications, USAID will consider only applications conforming to the format prescribed below.

B.2 GOVERNMENT OBLIGATION

Issuance of this RFA does not constitute a commitment on the part of the U.S. Government to make an award nor does it commit the Government to pay for any costs incurred in the preparation and submission of an application. Further, the U.S. Government reserves the right to reject any or all applications received.

B.3 TECHNICAL APPLICATION FORMAT

The Technical Application will be the most important item of consideration in selection for award of the proposed activity. It should demonstrate the Applicant's capabilities and expertise with respect to achieving the goals of this program. Therefore, it should be

specific, complete, and presented concisely. It should take into account and be arranged in the order of the technical evaluation criteria specified in Section C. SELECTION CRITERIA.

The Technical Application is limited to 35 pages and shall be written in English. Applicant shall use only 8 ½" x 11" paper, single spaced, 12pt font Times New Roman or similar font with margins no less than one inch on each border. Number each page consecutively.

Note: A page in the Technical Application that contains a table, chart, graph, etc., not otherwise excluded below, is included within the above page limitation.

Not included in this page limitation are the following:

- Cover page;
- Table of Contents;
- Dividers;
- Table summarizing qualifications of proposed personnel;
- Appendix attachments which contain biographical information (i.e., resumes and other documentation provided by the Applicant) for proposed candidates;
- Monitoring and Evaluation Plan;
- Branding Strategy and Marking Plan;
- Applicant/sub-grantee Past Performance Listing; and
- Charts, such as Organizational Chart(s), etc.

All critical information from appendices should be summarized in the Technical Application.

Applicant must organize the Technical Application to follow the information set forth below:

1. Cover Page

A single page with the program title and RFA number, the names of the organizations/institutions involved, and the lead or primary Applicant, clearly identified. Any proposed sub grantees (or implementing partners) should be listed separately. In addition, the Cover Page should provide a contact person for the prime Applicant, including this individual's name (both typed and his/her signature), title or position with the organization/institution, address, telephone and fax numbers, and e-mail address. State whether the contact person is the person with authority to contract for the Applicant, and if not, that person should be also listed with contact information. If applicable, the TIN (Tax Identification Number) and DUNS (Data Universal Numbering System), LOC numbers of the Applicant should also be listed on the Cover Page.

2. Executive Summary

This summary should describe the key elements of the Applicant's strategy, approach, methodologies, personnel and implementation plan. Describe how the overall program will be managed.

3. Technical Proposal

Applicants are encouraged to identify project activities to supplement required activities. Applicants should focus on describing how they propose to achieve the program objective(s), including the use of evidence-based interventions reflecting current best practice and ensure that they respond to the guidance offered in the program description of this RFA. The Technical Proposal should present the Applicant's innovative ideas, approaches, strategies and management plan to implement the project components and achieve the results of the program. The applications should take into account the technical evaluation criteria found in Section C.

The Applicant should include a case study to illustrate how the technical approaches suggested will work within the Indonesia context. The Applicant must ensure that their approaches to integrating governance efforts and harnessing technology are explicitly explained in each component. While the Applicant may include the illustrative activities that have been suggested in the RFA, they are requested not to merely repeat what is already described in the RFA.

At a minimum, the Technical Proposal must include the conceptual approach, methodology and results to be achieved by the Applicant. The rationale for the appropriateness of each suggested approach must be explicit and identify how the technical strategy addresses existing health system failures (elaborated in the Program Description). The Applicant should explain what existing factors within the Indonesian hospital and health system will need to be managed in order to obtain the best results.

The proposal must detail its outreach to Government of Indonesia institutions as well as describe how it will establish partnerships with professional organizations, NGOs, women's groups, universities, non-Indonesian institutions (such as regional groups) and ICT partners, expanding on the intended role of each organization. Applicants should detail in the technical proposal what professional organizations besides POGI (*Perkumpulan Obstetri & Ginekologi Indonesia*), IDAI (*Ikatan Dokter Anak Indonesia*), IBI (*Ikatan Bidan Indonesia*) and IDI (*Ikatan Dokter Indonesia*) they intend to work with, as well as partners for training and for implementing the governance activities that are integral to the project. Given that this project has a hospital focus, there are many new partners who could be useful in meeting the project objectives and the Applicant should ensure that they look widely when identifying potential partners.

When discussing the district selection process as well as the initial hospital and community health center selection, the Applicant must refer to the criteria in Section III.C of the Program Description when they propose districts. The Applicant may suggest other additional criteria as long as they are clearly stated and defined. Along with delineating the district selection process, the Applicant should provide a preliminary plan on how they will engage provincial counterparts in the program so they will be able to replicate the activities in other districts.

The Applicant must detail how it will manage the quickly evolving field of Information, Communication and Technology and what their approaches will be to harness this technology in support of maternal health, including testing possible strategies and approaches.

Gender integration is an important part of programmatic plan/approach. The Applicant must also be explicit about how they will begin work on the identified gender barriers to health care as elaborated in Section XI of the Program Description and how they will incorporate gender into many of their project activities. Discussing gender considerations in the design is a mandatory element in all USAID assistance and the implementation of the same must be reflected in the technical proposal submitted by the Applicant.

4. Key personnel and Staffing

The application shall name candidates for “Key Personnel” positions. In the annex on personnel, it shall provide a brief biographical sketch including the pertinent biographical data that demonstrates how the proposed candidates meet the requirements detailed for each “Key Personnel” position. Include a Curriculum Vitae (no longer than four pages) for each candidate. Applicants are required to comply with the instructions included under the “Key Personnel” requirements when they propose candidates.

The Applicant is strongly encouraged to include Indonesians (local personnel) as principal staff members – to include “Key Personnel” - and may include regional candidates as well; the resulting mix of nationalities will be part of the overall evaluation criteria. Drawing from private sector and academic in addition to government pools is encouraged. The Recipient should seek to include both man and woman candidates for the key posts and principal positions.

Each Key Personnel’s resume shall be accompanied by a signed letter of commitment from the candidate indicating his/her availability to serve in the stated position, in terms of period (i.e., years or months) after award. Any candidate that is proposed and who currently is in the employ of the Government of Indonesia must have a letter stipulating they will draw no salary from the government during the time they participate in the project.

As references will be checked for proposed key personnel, a minimum of three references is required. Applicants shall provide current telephone, fax and email address of references.

The Applicant will address its proposed staffing pattern for the implementation of the project. The staffing pattern will outline the types and numbers of each of the proposed categories of staff, the physical placement and reporting relationship of the staff. The staffing pattern should present a proper balance of long term and short term staff as well as skills and talents which will effectively and efficiently execute and carry forward the project.

The Applicant should include in the main body of the proposal illustrative names for the short-term position and principle advisor positions, their skill sets and their contractual relationship with the Applicant, i.e., permanent staff or recruited specifically for the project. All other information on personnel should be detailed in an annex.

5. Management Plan

Applicants are required to submit a Management Plan which outlines their overall management approach toward planning and implementation and clearly specifies the roles of the staff and the relationships between partners, particularly those that are based outside of Indonesia. The application must include a clear description of how project activities will be managed, whether the applicant proposes regional offices, and how the project will be cost efficient.

The Management Plan will:

- Provide position descriptions of core team members;
 - Explain the role and responsibilities of each partner proposed;
 - The extent of the COP authority to manage the partners and provide direction in the case of any management issues that arise,
- Explain the project core staff roles and organizational structure of project team;
- Explain the plan for managing all components of the program and how each component will work together to achieve the results of the program
- Explain planned financial management of project
- Explain the support capabilities and anticipated role of home office support team (if applicable);
- Provide calendar of mobilization in country of all core team members;
- Provide an implementation calendar for the proposed program and activities;
- Explain methodology used to recruit best qualified international and cooperating country national (Indonesian) STTA (Short Term Technical Assistance).
- Plan for engaging with USAID and other key partners

6. Annexes

The Technical Application should contain at the minimum the following annexes:

i. Detailed Personnel Plan

ii. Curriculum vitae/resumes – should be provided for each “Key Personnel”, long term principal advisors, and principal long term technical and home office personnel as well as a minimum of 3 references for each candidate including telephone and email addresses for each reference. Curriculum vitae are limited to a maximum of four pages per person.

iii. A list of the names of short-term consultants who would be available for services and what contractual relationship exists between the consultants and Applicants, i.e. are they permanent staff who would come out for short term periods or are they external experts who would be contracted to deliver specific tasks. A short (maximum one paragraph) description of their key expertise should also be provided.

iv. Past Performance References – should present all contracts, grants, and Cooperative Agreements in which the primary Applicant (as well as any partners substantially involved in implementation) has implemented similar or related programs during the past five (5) years. This information is to include project of similar complexity and magnitude involving technical assistance to justice or legal education sectors. Prior experience in the region and in civil law country contexts will be seen as significant additional assets. Applicants must supply a matrix illustrating previous experience which is to include the following for each award listed: name and address of the organization for which the work was performed; current telephone number and e-mail address of the responsible representative of the organization for which the work was performed include the Contractor/Agreement Officer or other contact person; contract/grant name and number (if any); annual amount received for each of the last three years; term of award, i.e., beginning and ending dates; and a brief description of the program.

v. Signed letters of commitment – should be provided by all proposed implementing partners. Such letters do not have to be exclusive to one Applicant.

7. Sub-agreements – Applicants shall identify and describe potential sub-Recipients and/or sub-contractors, where possible, indicating the extent of utilization intended, and the tasks/functions they will perform. Describe how organizations were or will be selected and how they will effectively contribute to the activities under this Cooperative Agreement. Technical Application information for proposed sub-Recipients and/or subcontractors should follow the same format as that submitted

by the Applicant. Applicants must clearly identify which inputs (especially staff) will be provided by sub-grantees or contractors. Applicants shall describe their plans, systems, resources, and prior experience in coordinating and managing sub-agreements.

B.4 COST/BUSINESS APPLICATION FORMAT

The Cost or Business Application is to be submitted under separate cover from the technical application. Certain documents are required to be submitted by an Applicant in order for the Agreement Officer to make a determination of responsibility. However, it is USAID policy not to burden Applicants with undue reporting requirements if that information is readily available through other sources.

All proposed costs will be evaluated for cost realism, reasonableness, allowability, allocability, and cost effectiveness based on the applicable cost principles.

USAID requires that a cost share of fifteen percent (15%) of the total estimated program amount be provided by the Applicant/Recipient. Cost-sharing can be contributions in-kind from the local district governments or other intermediary organizations, private sector contributions, expertise of US partner organizations or reductions from the ceiling of the Applicant's/Recipient's negotiated cost recovery rate (assuming consistency with the guidelines of the organization's cognizant government audit agency). The Applicant/Recipient is to identify the amount and types of cost sharing to be offered.

The following sections describe the documentation that Applicants must submit to USAID. While there is no page limit for this portion, Applicants are encouraged to be as concise as possible and provide the necessary detail to address the following:

1. Include a budget with an accompanying budget narrative which provides **in detail** the total costs for implementation of the program. The budget narrative must provide detailed budget notes and supporting justification of all proposed budget line items. It must clearly identify the basis of all costs, such as price quotations, current salaries, historical experience, etc. A summary of the budget must be submitted using Standard Form 424, 424A and 424B which can be downloaded from http://www.grants.gov/agencies/approved_standard_forms.jsp . The full budget must include:
 - a. The breakdown of all costs associated with the program according to costs of, if applicable, headquarters, regional and/or country offices;
 - b. The breakdown of all costs according to each partner organization involved in the program;
 - c. The costs associated with external, expatriate technical assistance and those

- associated with local in-country technical assistance;
- d. The breakdown of the financial and in-kind contributions (cost-share) of all organizations involved in implementing this Cooperative Agreement;
 - e. Potential contributions of non-USAID or private commercial donors (cost-share) to this Cooperative Agreement;
 - f. The name, position title, proposed annual salary, and expected level of effort of each person charged to the activity. Provide resumes showing work experience and annual salary history for at least the three most recent years for all principal long-term technical and home office personnel. For CCN and other Local Staff, the salary information and proposed initial salary should be indicated in Indonesian Rupiah. Please also indicated in the cost application the exchange rate use for the calculation;
 - g. If not included in an indirect cost rate agreement negotiated with the U.S. Government, the applicable fringe benefit rates for each category of employees, and an explanation of the benefits included in the rate;
 - h. The same individual information for consultants must be provided as for the Applicant's personnel;
 - i. A breakdown of allowances by specific type and by person, which must be in accordance with the Applicant's policies;
 - j. Travel, per diem and other transportation expenses detailed to include number of international trips, expected itineraries, number of per diem days and per diem rates;
 - k. Financial plans for all proposed sub-grants and subcontract; with the same format and level of detail as those of the Applicant.
 - l. Separate cost line items for other direct costs such as supplies, communication costs, photocopying, visas, passports and other general costs.
2. A current Negotiated Indirect Cost Rate Agreement (NICRA)
Applicants who do not currently have a NICRA from their cognizant government agency shall submit the following information:
- a. Copies of the Applicant's financial reports for the previous 3-year period, which have been audited by a certified public accountant or other auditor satisfactory to USAID;
 - b. Projected budget, cash flow and organizational chart;

- c. A copy of the organization's accounting manual.
3. Required Certifications and Representations, included in Section D – U.S. Agency For International Development Certifications, Assurances and Other Statements of Recipient;
4. Details regarding the level of cost share your organization is proposing for this activity. USAID encourages Applicants to contribute cost sharing. Cost sharing may be proposed from any available and interested local and international funding sources, including but not limited to, government and public institutions, individuals, corporations, NGOs and foundations. Applicants are encouraged to give serious consideration to the amount they propose as a signal of the Applicant's commitment to the activity. See also Section C – Selection Criteria, under costs.
5. Applicants that have never received a grant, Cooperative Agreement, or contract from the U.S. Government are required to submit a copy of their accounting manual. If a copy has already been submitted to the U.S Government, the Applicant should advise which Federal Office has a copy.
6. Certificate of Compliance – submit a copy of your Certificate of Compliance if your organization's systems have been certified by the USAID/Washington's Office of Acquisition and Assistance (M/OAA).

The following information should be taken into consideration when developing the budget:

Direct Labor - Direct salaries and wages for each year of the Agreement shall be in accordance with the organization's established personnel policies and the applicable cost principles. To be considered adequate, the policies must be in writing, applicable to all employees of the organization, be subject to review and approval at a high enough organizational level to assure its uniform enforcement, and result in costs which are reasonable and allowable in accordance with applicable cost principles. The narrative should include a level of effort analysis specifying personnel, rate of compensation, and amount of time proposed. Anticipated salary increases during the period of the Agreement should be included.

Additional Requirements for Personnel Compensation

a. Limitations

- (1) The reasonableness of proposed salaries will be evaluated applying the factors set forth in the applicable cost principles OMB Circular A-122 (Cost Principles for Non-Profit Organizations) and OMB Circular A-21 (Cost Principles for

Educational Institutions). In particular with regard to these factors, the Agreement Officer will consider the “market value” of each proposed position and the associated minimum qualifications as defined in the solicitation. The reasonableness of compensation (salaries) will be determined by the Agreement Officer.

- (2) Salaries and wages must be reflective of the “market value” for each position. By example, the determined “market value” for an expatriate Chief of Party is in the range of \$94,000 to \$130,000. Salaries and wages may not exceed the Applicant’s established policy and practice, including the Applicant’s established pay scale for equivalent classifications of employees, which shall be certified to by the Applicant. No individual salary or wage may exceed the employee’s current salary or wage, or the highest rate of annual salary or wage received during any full year of the immediately preceding three (3) years without the approval of the Agreement Officer. In the instance where the Applicant/Recipient believes that a particular salary cannot be accommodated within the “market value”, the Applicant/Recipient bears the burden of factually substantiating the need to exceed the established value. Such presentation may not solely rest upon prior salary history and/or organizational policy.
- (3) Base pay, or base salary, is defined as the employee’s basic compensation (salary) for services rendered. Taxes which are a responsibility or liability of the employee are inclusive of, and not additive to, the base pay or salary. The base pay excludes benefit and allowances, bonuses, profit sharing arrangements, commission, consultant fees, extra or overtime payments, overseas differential or quarters, cost of living or dependent education allowances, etc.
- (4) In addition to base pay or salary, the following benefits mandated under Government of Indonesia (GOI) Labor Law are allocable for CCN staff: (a) JAMSOSTEK, which includes medical and life insurance and pension; (b) Lebaran (13th month) bonus; (c) leave mandated under law which is applicable to the individual; and (d) payments made at the conclusion of an employee’s employment consistent with law and demonstrated within the employee’s employment agreement. Fixed allowances that are not mandated by GOI law are not allocable, e.g., transportation and meals.

In addition to the medical benefits provided within the JAMSOSTEK, an Applicant/the Recipient may provide reasonable supplemental medical benefits provided they do not exceed the following monthly premium amounts:

Male employee/male spouse – Rp.304,238/person

Female employee/female spouse over 45 years of age – RP.337,175/person

Female employee/female spouse less than 45 years of age – Rp.443,713/person

Children, a maximum of three, up to 21 years of age – Rp.250,033/child.

Employee benefits that are not addressed above require the prior written approval of the Agreement Officer (AO).

- (5) This USAID-funded program implemented under the anticipated Grant will be for a specified period of five (5) years; also referred to as the Grant Period. Unless the Applicant/Grantee demonstrates otherwise to the USAID Agreement Officer's satisfaction, Cooperating Country Nationals (CCNs) employed by the Applicant/Grantee solely to work under the USAID-funded program under this Grant are considered by USAID as employed by the Applicant/Grantee for a specified period not to exceed the Grant Period. This provision shall be interpreted in accordance with applicable cost standards including OMB Circular A-122 (Cost Principles for Non-Profit Organizations) and OMB Circular A-21 (Cost Principles for Educational Institutions), as applicable, including, but not limited to Selected Items of Cost - Compensation for Personal Services, and 22 CFR 226.
- (6) The USAID-funded program implemented under this Cooperative Agreement is for a specified period as set forth in the solicitation and award documents, also referred to as the period of the Agreement. Accordingly, USAID considers cooperating country nationals (CCNs) employed by the Grantee/Recipient exclusively to work under this USAID Cooperative Agreement as employed by the Grantee/Recipient for a specified or fixed period. The Grantee/Recipient, however, at its sole discretion, may employ CCNs to work exclusively under this Cooperative Agreement for either a specified period (a specified period employee) or for an unspecified period (a permanent employee), in accordance with Indonesian law. If the Grantee/Recipient elects, at its sole discretion, to employ CCNs exclusively to work under this fixed period Cooperative Agreement for an unspecified period, the Grantee/Recipient will be responsible for the payment of any benefits that may be due and owing to such employees under Indonesian law if the Grantee/Recipient then elects, at its sole discretion, to terminate their employment at the conclusion of this Cooperative Agreement. The USAID Agreement Officer will determine which costs, if any, associated with the Grantee's/Recipient's termination of a CCN under an unspecified period employment agreement with it under this fixed term Cooperative Agreement are allowable and allocable costs under this Cooperative Agreement in accordance with relevant cost standards including, as applicable, OMB Circular A-122 (Cost Principles for Non-Profit Organizations), OMB Circular A-21 (Cost Principles for Educational Institutions), including, but not limited to Selected Items of Cost – Compensation for Personal Services, and 22 C.F.R. 226.

b. Initial Salaries

- (1) The initial starting salaries of all long term US, TCN and CCN professional staff whose salaries are charged as a direct cost to the Agreement must be approved, in advance and in writing, by the Agreement Officer. Any initial starting salaries included in the awarded Applicant's/Recipient's proposal are deemed approved upon the Agreement's execution.
- (2) To-Be-Determined (TBD) Positions: The initial starting salaries for TBD positions whose salaries are charged as direct costs to this Agreement for long term US, TCN and CCN professional staff (LTTA & STTA) must be approved, in advance and in writing, by the Agreement Officer.
- (3) Replacement Staff: With the exception of "Key Personnel," initial salaries of new staff replacing those previously approved in the Applicant's/Recipient's awarded proposal do not require prior approval by the Agreement Officer provided that the following conditions are met:
 - the position has been authorized in the Agreement; and
 - the initial salary shall not exceed either the individual's recent long-term salary by 5%, as evidenced in the employee's certified employment history (or, USAID Form AID 1420-17), or the approved salary for the particular position in the final proposal revision, whichever is less.

c. Annual Salary Increases

International Staff: One annual salary increase of not more than 5% (including promotional increase) may be granted after the employee's completion of each twelve months of satisfactory services under the USAID award.

CCN Staff: One annual salary increase of not more than 5% (includes promotional increase) may be granted after the employee's completion of each twelve months of satisfactory services under the USAID award.

Fringe Benefits - If accounted for as a separate item of cost, fringe benefits should be based on the Applicant's audited fringe benefit rate, supported by a Negotiated Indirect Cost Rate Agreement (NICRA) or historical cost data. If the latter is used, the narrative should include a detailed breakdown comprised of all items of fringe benefits (e.g. health and life insurance, FICA, etc.) and the costs of each, expressed in dollars and as a percentage of salaries.

Supplies and Equipment - Differentiate between expendable supplies and nonexpendable equipment (NOTE: Equipment is defined as tangible nonexpendable

personal property including exempt property charged directly to the award having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit, unless the Applicant's established policy establishes nonexpendable equipment anticipated to be required to implement the program, specifying quantities and unit cost.)

Allowances, if any, must be broken down by specific type and by person and must be in accordance with the Applicant's established policies.

Travel and Per Diem - The narrative should indicate the purpose of each trip, number of trips, domestic and international, and the estimated unit cost of each. Specify the origin and destination for each proposed trip, duration of travel and number of individuals traveling. Proposed per diem rates must be in accordance with the Applicant's established policies and practices that are uniformly applied to federally-financed and other activities of the Applicant.

Other Direct Costs (ODC) - ODC's could include any miscellaneous costs such as communications, report preparation costs, passports, visas, medical exams and inoculations, insurance (other than the Applicant's normal coverage), etc. The narrative, or supporting schedule, should provide a complete breakdown and support for each item of other direct costs.

Proposed (Sub) contracts/agreements - Applicants who intend to utilize sub-contractors or sub Recipients should indicate the extent intended and a complete cost breakdown, as well as all the information required herein for the Applicant. Extensive (sub) contract/agreement financial plans should follow the same cost format as submitted by the Applicant.

B.5 RESPONSIBILITY DETERMINATION

Applicants should be prepared to submit any additional evidence of responsibility deemed necessary for the Agreement Officer to make a determination of responsibility. The information submitted should substantiate that the Applicant:

- a. Has adequate financial, management and personnel resources and systems, or the ability to obtain such resources as required during the performance of the award;
- b. Has the ability to comply with the award conditions, taking into account all existing and currently prospective commitments of the Applicant, nongovernmental and governmental.
- c. Has a satisfactory record of performance. Past relevant unsatisfactory performance is ordinary sufficient to justify a finding of non-responsibility, unless there is clear

evidence of subsequent satisfactory performance.

d. Has a satisfactory record of integrity and business ethics; and

e. Is otherwise qualified and eligible to receive an award under applicable laws and regulations (e.g. EEO).

An award will be made only when the Agreement Officer has made a positive determination that the Applicant possesses, or has the ability to obtain, the necessary management competence in planning and carrying out the assistance program and that it will practice mutually agreed upon methods of accountability for funds and other assets provided by USAID. For the organizations which have had no prior or few USAID awards, or organizations with outstanding audit findings, it may be necessary to perform a pre-award survey prior to Agreement Officer making this determination or establishing conditions under the award.

B.6 PRE-AWARD SURVEYS (GRANT WORTHINESS ASSESSMENT)

The Agreement Officer's responsibility is to ensure that a Recipient has the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them, in order to achieve the objectives of the program.

(1) For a U.S. organization, the Agreement Officer applies the standards in 22 CFR 226.22, to include 22 CFR 226.20 (Financial and Program Management), 22 CFR 226.30-37 (Property Standards), 22 CFR 226.40-49 (Procurement Standards), and 22 CFR 226.50-53 (Reports and Records).

To establish whether the potential Recipient is responsible, the Agreement Officer or a representative will conduct a detailed analysis of the applicant's systems that addresses whether:

- The Applicant's accounting, record-keeping, and overall financial management systems meet the applicable standards in 22 CFR 226;
- The Applicant's system of internal controls, including segregation of duties, handling of cash, contracting procedures, personnel and travel policies, is reasonable and in accordance with the applicable cost principles;
- The Applicant's property management system, if applicable, meets the property standards in 22 CFR 226;
- The Applicant meets the responsibilities in OMB Circular A-133 for the administration and monitoring of subawards; and
- The Applicant's procurement system, if procurement is significant to the award, meets the standards set forth in 22 CFR 226.

(2) For a non-U.S. applicant, although 22 CFR 226 does not directly apply, the Agreement Officer will use the standards of 22 CFR 226 in determining whether a potential non-U.S. Recipient is responsible.

B.7 OTHER GUIDELINES

In addition to the aforementioned guidelines, the Applicant is requested to take note of the following:

1. **Unnecessarily Elaborate Applications** - Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective application in response to this RFA are not desired and may be construed as an indication of the Applicant's lack of cost consciousness. Elaborate art work, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor wanted.
2. **Acknowledgement of Amendments to the RFA** - Applicants shall acknowledge receipt of any amendment to this RFA by signing and returning the amendment within its application package. The Government must receive the acknowledgement by the time specified for receipt of applications.
3. **Receipt of Applications** - Applications must be received at the place designated and by the date and time specified in the cover letter of this RFA.
4. **Delivery Instructions**
 - a. The Applicant shall submit the application both in hard copies **and** electronically. All applications (hard copies and electronic) must be received at the place designated and by the deadline specified in the Cover Letter of this RFA and must be considered valid for a period of **90 days** from the solicitation closing date. Applications which are submitted late or are incomplete run the risk of not being considered in the review process.
 - b. Hard copies applications (one original and five (5) copies of the Applicant's Technical Proposal as well as one original and two (2) copies of the Cost Proposal) shall be submitted in sealed envelopes addressed to the office specified in the Cover Letter of this RFA, and showing the time specified for receipt, the RFA number, and the name and address of the Applicant.
 - c. Electronic applications shall be submitted by E-mail to RFA-497-11-000002@usaid.gov with a copy to Ms. Johanna Gardjito at jgardjito@usaid.gov.
 - (i) Before sending your documents to USAID as an e-mail attachments, convert

them into Microsoft Word (for narrative text), Excel (for tables), and Adobe Acrobat (for scanned document, picture, graphics, etc.). Documents requiring signature may be sent as scanned document.

(ii) The attachment should be formatted with a 3MB limit per e-mail. Because of our system restrictions, do not send zipped files as part of the file name.

(iii) Applicants are advised that any risk of loss of information or data a part of or the Applicant's application in its entirety during any electronic transmission (e-mail) is fully assumed by the Applicant and that USAID will only evaluate that which it receives through such transmissions.

5. **Preparation of Applications**

- a. Applicants are expected to review, understand, and comply with all aspects of this RFA. Failure to do so will be at the Applicant's risk.
- b. Applicant should include on the cover page of both technical and cost applications (1) the printed or type name and title of the authorized representative; (2) information regarding the person to be contacted both during the period of evaluation of applications and for negotiations leading to award. This information is to include name, title, address, phone number, internet e-mail and facsimile number.
- c. Each Applicant shall furnish the information required by this RFA. The Applicant shall sign the application and print or type its name on the Cover Page of the technical and cost applications. Erasures or other changes must be initialed by the person signing the application. Applications signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office. Similarly, the cost application of the Applicant's applications must identify the individual(s) having authority to bind the Applicant.
- d. Applicants who include data that they do not want disclosed to the public for any purpose or used by the U.S. Government except for evaluation purposes, should:
 - (i) Mark the title page with the following legend:

“This application includes data that shall not be disclosed outside the U.S. Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this application. If, however, a grant is awarded to this Applicant as a result of -or in connection with - the submission of this data, the U.S. Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting

grant. This restriction does not limit the U.S. Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets ____."; and

(ii) Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this application."

6. **Explanation to Prospective Applicants** - Any prospective Applicant desiring an explanation or interpretation of this RFA must request it in writing by the deadline for receipt of questions indicated on the cover letter of this RFA to the e-mail address set forth in the RFA cover letter. Oral explanations or instructions given before award of a Cooperative Agreement will not be binding. Any information given to a prospective Recipient concerning this RFA will also be furnished to all other prospective Recipients as an amendment to this RFA if that information is necessary in submitting applications or if the lack of it would be prejudicial to any other prospective Recipients.

B.8 COOPERATIVE AGREEMENT AWARD

- a. The Government will award one (1) Cooperative Agreements resulting from this RFA to the responsible Applicant whose application conforming to this RFA offers the greatest value (see also Section C of this RFA). The Government may (a) reject any or all applications, (b) accept other than the lowest cost application, (c) accept more than one application, (d) accept alternate applications, and (e) waive informalities and minor irregularities in applications received.
- b. The Government will award the Cooperative Agreement on the basis of initial applications received and may elect not conduct discussions or negotiations. Therefore, each initial application should contain the Applicant's best terms from a cost and technical standpoint.
- c. Neither financial data submitted with an application nor representations concerning facilities or financing will form a part of the resulting Cooperative Agreement unless explicitly stated otherwise in the Agreement or determined to be necessary by the Agreement Officer.

B.9 AUTHORITY TO OBLIGATE THE GOVERNMENT

The Agreement Officer is the only individual who may legally commit the Government to

the expenditure of public funds. No costs chargeable to the proposed Agreement may be incurred before receipt of either a fully executed Cooperative Agreement or a specific, written authorization from the Agreement Officer.

B.10 MANDATORY AWARD REQUIREMENTS

B.10.1 IMPLEMENTATION OF E.O.13224 -- EXECUTIVE ORDER ON TERRORISM FINANCING (MAR 2002)

The Recipient/subRecipient(s) 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/subRecipient(s) to ensure compliance with these Executive Orders and laws. This provision must be included in all subawards issued under this agreement.

B.10.2 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCE (JAN 2002)

Funds in this [agreement, amendment] may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences [http://www.info.usaid.gov/pubs/ads/300/refindx3.htm] or as approved by the [AO/AOTR].

B.10.3 USAID DISABILITY POLICY-- ASSISTANCE (DEC 2004)

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

(b) USAID therefore requires that the Recipient not discriminate against people with disabilities in the implementation of USAID funded programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing the program

under this grant or Cooperative Agreement. To that end and to the extent it can accomplish this goal within the scope of the program objectives, the Recipient should demonstrate a comprehensive and consistent approach for including men, women and children with disabilities.”

**B.10.4 DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY
MATTERS (JAN 2004)**

(1) The Recipient agrees to notify the Agreement Officer immediately upon learning that it or any of its principals:

- (a) Are presently excluded or disqualified from covered transactions by any Federal department or agency;
- (b) Have been convicted within the preceding three-years period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- (c) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b); and
- (d) Have had one or more public transactions (Federal, State, or local) terminated for cause or default within the preceding three years.

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

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

B.10.5 DRUG-FREE WORKPLACE (JAN 2004)

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

- (a) Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
- (b) Specify the actions the Recipient will take against employees for violating that prohibition; and
- (c) Let each employee know that, as a condition of employment under any award, he or she (1) Must abide by the terms of the statement, and (2) 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.

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

- (a) The dangers of drug abuse in the workplace;
- (b) Your policy of maintaining a drug-free workplace;
- (c) Any available drug counseling, rehabilitation and employee assistance programs; and
- (d) The penalties that you may impose upon them for drug abuse violations occurring in the workplace.

(3) 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.

(4) 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.

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

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

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

B.10.6 ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (JUL 2004)

The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this agreement may be used to promote, support or advocate the legalization or practice of prostitution. Nothing in the preceding sentence shall be construed to preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked. Foreign organizations, whether prime or subRecipients, that receive U.S. Government funds to fight trafficking in persons cannot promote, support or advocate the legalization or practice of prostitution when they are engaged on overseas activities. The preceding sentence shall not apply to organizations that provide services to individuals solely after they are no longer engaged in activities that resulted from such victims being trafficked.

B.10.7 HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-12 (HSPD-12) (SEP 2006) - ASSISTANCE

In response to the general threat of unauthorized access to federal facilities and information systems, the President issued Homeland Security Presidential Directive-12. HSPD-12 requires all Federal agencies to use a common Personal Identity Verification (PIV) standard when identifying and issuing access rights to users of Federally-controlled facilities and/or Federal Information Systems. USAID is applying the requirements of HSPD-12 to applicable assistance awards. USAID will begin issuing HSPD-12 “smart card” IDs to applicable Recipients (and Recipient employee), using a phased approach. Effective October 27, 2006, USAID will begin issuing new “smart card” IDs to new Recipients (and Recipient employees) requiring routine access to USAID controlled facilities and/or access to USAID’s information systems. USAID will begin issuance of the new smart card IDs to existing Recipients (and existing Recipient employees) on October 27, 2007. (Exceptions would include those situations where an existing Recipient (or Recipient employees) loses or damages his/her existing ID and would need a replacement ID prior to October 27, 2007. In those situations, the existing Recipient (or Recipient employee) would need to follow the PIV process described below and be issued one of the new smart cards.)

Accordingly, before a Recipient (including a Recipient employee) may obtain a USAID ID (new or replacement) authorizing him/her routine access to USAID facilities, or logical access to USAID’s information systems, the individual must provide two forms of identity source documents in original form and a passport size photo. One identity source document must be a valid Federal or state government-issued picture ID. (Overseas foreign nationals must comply with the requirements of the Regional Security Office.) USAID/W Recipients (and Recipient employee) must contact the USAID Security Office to obtain the list of acceptable forms of documentation, and Recipients working in overseas Missions must obtain the acceptable documentation list from the Regional

Security Officer. Submission of these documents, and related background checks, are mandatory in order for the Recipient (or employee) to receive a building access ID, and before access will be granted to any of USAID's information systems. All Recipients (or employees) must physically present these two source documents for identity proofing at their USAID/W or Mission Security Briefing. The Recipient (or employee) must return any issued building access ID and remote authentication token to USAID custody upon termination of the individual's employment with the Recipient or completion of the award, whichever occurs first.

The Recipient must comply with all applicable HSPD-12 and PIV procedures, as described above, as well as any subsequent USAID or government-wide HSPD-12 and PIV procedures/policies, including any subsequent applicable USAID General Notice, Office of Security Directives and/or Automated Directives System (ADS) policy directives and required procedures. This includes HSPD-12 procedures established in USAID/Washington and those procedures established by the overseas Regional Security Office. In the event of inconsistencies between this clause and later issued Agency or government-wide HSPD-12 guidance, the most recent issued guidance should take precedence, unless otherwise instructed by the Agreement Officer.

The Recipient is required to include this clause in any subawards (including subcontracts) that require the subawardee or subawardee's employee to have routine physical access to USAID space or logical access to USAID's Information Systems.

B.10.8 EQUAL PROTECTION OF THE LAWS FOR FAITH-BASED AND COMMUNITY ORGANIZATION (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 Section B]

SECTION C - SELECTION CRITERIA

C.1 APPLICANT ELIGIBILITY/QUALIFICATIONS

US and non-U.S. non-governmental organizations (NGOs) and U.S. universities actively engaged in activities consistent with the program objectives may submit applications based upon this RFA.

C.2 REVIEW PROCESS

All applications which meet the eligibility and program requirements, and conform to the application preparation and submission instructions, will be reviewed and scored by a panel of USAID reviewers in accordance with the evaluation criteria set forth in this section.

The budget narrative of all applications under consideration for award will be reviewed for what are necessary and reasonable costs to support the program. Upon completion of the initial review of applications, USAID may, as it deems necessary and appropriate, conduct written and/or oral discussions with those Applicants whose applications remain in the competitive range. The decision to conduct such discussions should not be considered a reflection of a final decision about which organization will receive an award, but rather would be part of the evaluation process.

C.3 BEST VALUE DECISION

Award will be made to the Applicant whose application offers the best value to the Government. Best value is defined as the expected outcome of a procurement that, in the Government's estimation, provides the greatest overall benefit in response to the requirement.

For this RFA, technical proposal merits are considered significantly more important than cost relative to deciding which Applicant best might perform the work. Cost realism and reasonableness, as well as the amount of cost sharing, will however be important criteria and may be the determining factor in the event that the applications receiving the highest ratings are closely ranked. Therefore, after the final evaluation of the application, the Agreement Officer will make the award to the Applicant whose application offers the best value to the Government considering both technical and cost factors.

C.4 TECHNICAL EVALUATION CRITERIA

The evaluation criteria prescribed herein have been tailored to the requirements of this particular RFA. Applicants should note that these criteria serve to: (a) identify the significant matters which Applicants should address in their applications and (b) set the

standard against which all applications will be evaluated.

Technical, cost and other factors will be evaluated relative to each other, as described herein and prescribed by Section C.3 – Best Value Decision above.

1. The technical application will be scored by a Technical Evaluation Committee (TEC) using the criteria shown in this Section.
2. The cost application will not be scored but will be considered as described in this Section.
3. The selection criteria below are presented by major category, with relative order of importance, so that applications will know which areas require emphasis in the preparation of applications. The criteria below reflect the requirements of this particular RFA. Applicants should note that these criteria: (a) serve as the standard against which all applications will be evaluated, and (b) serve to identify the significant matters which Applicants should address in their applications.
4. Prospective Applicants are forewarned that an application with the lowest estimated cost may not be selected if award to a higher priced application affords the Government a greater overall benefit. All evaluation factors other than cost or price, when combined, are significantly more important than cost. However, estimated cost is an important factor and the estimated cost to the Government increases in importance as competing applications approach equivalence and may become the deciding factor when technical applications are approximately equivalent in merit.
5. Cost estimates will be analyzed as part of the Applicant evaluation process. Proposed costs may be adjusted, for purposes of evaluation, based on results of the cost analysis and its assessment of reasonableness, completeness, and credibility.

TECHNICAL EVALUATION CRITERIA

Technical applications will be evaluated according to the criteria prescribed below. The relative importance of each criterion is indicated by approximate weight by points. A total of **100 points** is possible for the complete application. Applicants are advised that the bulleted sub-criteria are intended to broadly inform the scoring process and will not be individually scored or equally weighted.

To facilitate the review of applications, narrative portions of applications should be organized in the same order as the broad evaluation criteria. In evaluating the different components of the technical application, USAID/Indonesia will examine the overall merit and feasibility of the applications, as well as specific criteria relevant to each component as elaborated below.

A summary of technical evaluation criteria follows:

Evaluation Criteria	
1. Technical Approach	45 points
2. Proposed Personnel and Staffing Patterns	30 points
2a. Key Personnel [KP]	(20 points)
2b. Principals and Short Term Staff [PSTS]	(10 points)
3. Management Plan	15 points
4. Past Performance	10 points
TOTAL	100 points

The following are the Technical Application evaluation criteria in descending order of importance against which application will be evaluated:

1. Technical Approach 45 points

The technical approach is the most important criterion in evaluating proposals and has been accorded 45% of the overall score. Applications will be evaluated to the degree to which the technical approach:

- Demonstrates a clear plan that is well conceived, creative, logical and feasible to meet the objectives set out in Section A
- Encompasses both maternal health and newborn health and stresses the use of evidence-based clinical interventions as the foundation for quality improvement.
- Encompasses not only the two key components but also governance initiatives and innovative uses of information communication and technology to further the project goals.
- Identifies local initiatives which are supporting clinical quality improvement as possible strategies to explore.
- The plan for ICT encompasses all the available technologies within in Indonesia and reflects wide ranging use of technology for improving both clinical outcomes and governance efforts.

- Includes innovative thinking and solutions to the identified problems specific to the Indonesia context.
- Demonstrates an understanding of how decentralization in the Indonesian context affects governance approaches, particularly at the district level, and how the different parts of the health care system will be included to provide the best possible referral systems and quality health care.
- Includes partnerships that are drawn from a wide selection pool and clearly describes the contributions that these partners will bring to obtaining the desired results.
- The proposed monitoring and evaluation plan reflects a clear and strategic approach to collecting and using data for continuous improvement of project activities.

2. **Proposed Personnel and Staffing Patterns** **30 points total**

Proposed staff will be evaluated on the degree to which they meet the requirements outlined in Section VI. Integral to evaluation of this criteria and each of its subcriteria the evaluation will assess the proposed project staffing pattern as to its balance of long term and short term staff and the effectiveness and efficiency in executing and carrying forward the project. The evaluation will consider the mix of Indonesian and international staff proposed for key project positions. Key personnel are the most instrumental in implementing the program agenda for which their evaluation is weighted accordingly.

- Key personnel will be evaluated as to how well their qualifications meet the requirements described in Section VI of the Program Description. **20 points**
- Identified long term principal (technical and advisory) staff and short term technical staff will be evaluated as to the degree to which they meet the requirements outlined in Section VI of the Program Description, the relevancy of their skill set to the identified task and their prior experience working within Indonesia. **10 points**

3. **Management Plan** **15 points**

Applications will be evaluated as to:

- Degree to which the management structure and relationships reflect an effective and efficient approach to managing the program and is an effective structure for achieving results.

- Effectiveness of the approach for obtaining results in the two project components as well as incorporating cross cutting components
- Ability of the applicant to quickly establish project management structures and launch program activities
- Clarity of the specific role and project management inter-relationship of each entity under the application where partnerships and/or subwardees are proposed
- Extent of the Chief of Party authority to manage the partners and provide direction in the case of any management issues that arise
- Clarity of the role of the lead applicant's home office in providing technical and administrative support for the field, including the expected level of engagement between the partner home office, either US based or regionally based

4. **Past Performance**

10 points

Past performance will be evaluated as to the Applicant's demonstrated capacity, sound financial and programmatic management practices in implementing programs of similar complexity and prior experience establishing good working relationships with host country governments. Among the elements used to evaluate past performance are the following:

- Quality of product and or service, including consistency of meeting goals and targets;
- Cost control, including forecasting costs as well as accuracy in financial reporting;
- Business relations, including the history of professional behavior and overall relationships with host country institutions, coordination with partners, cooperative attitude in remedying problems and timely completion of all administrative requirements;
- Overall timeliness of performance, including adherence to schedules and other time-sensitive project conditions, effectiveness of home and field office management to make prompt decisions and ensure efficient completion of tasks;
- Effectiveness of key personnel, including appropriateness of personnel for the job, and prompt and satisfactory changes in personnel when problems with clients are identified.

- Previous history of working within a decentralized environment and with host government and host country counterparts

C.5 COST EVALUATION CRITERIA

Evaluation points will not be awarded for cost. Cost will primarily be evaluated for realism, allowability and reasonableness. This evaluation will consist of a review of the cost portion of an Applicant's application to determine if the overall costs proposed are realistic for the work to be performed, if the costs reflect the Applicant's understanding of the requirements, and if the costs are consistent with the Technical Application.

Evaluation of Cost Applications will consider, but not be limited to, the following:

- Cost reasonableness, cost realism and completeness of the cost application and supporting documentation;
- Overall cost control/cost savings evidenced in the application (avoidance of excessive salaries, excessive home office visits, and other costs in excess of reasonable requirements).

Cost realism is an assessment of accuracy with which proposed costs represent the most probable cost of performance, within each Applicant's technical and management approach. A cost realism evaluation shall be performed as part of the evaluation process as follows:

- Verify the Applicant's understanding of the requirements.
- Assess the degree to which the Cost Applications accurately reflect the technical and management approach as well as the risk that the Applicant will be successful in providing the supplies or services for the costs proposed.
- Assess the degree to which the costs included in the Costs Applications accurately represent the work effort included in the respective Technical Applications.
- Applicant meeting the cost-share requirements specified herein (fifteen-percent) and the Applicant's ability to sustain the cost-sharing.

The results of the cost realism analysis will be used as part of the Agency's best value/tradeoff analysis. Although technical evaluation criteria are significantly more important than cost, the closer the technical evaluation scores of the various applications are to one another, the more important cost considerations will become. Therefore, the evaluation of costs proposed may become a determining factor in making the award.

C.6 BRANDING AND MARKING REQUIREMENTS FOR ASSISTANCE AWARDS

USAID policy on the branding and marking of the work products of this program is contained in the USAID Automated Directive System (ADS), Chapter 320.

BRANDING STRATEGY - ASSISTANCE (DEC 2005)

(a) Definitions

Branding Strategy means a strategy that is submitted at the specific request of a USAID Agreement Officer by an Apparently Successful Applicant after evaluation of an application for USAID funding, describing how the program, project, or activity is named and positioned, and how it is promoted and communicated to beneficiaries and host country citizens. It identifies all donors and explains how they will be acknowledged.

Apparently Successful Applicant(s) means the Applicant(s) for USAID funding recommended for an award after evaluation, but who has not yet been awarded a grant, Cooperative Agreement or other assistance award by the Agreement Officer. The Agreement Officer will request that the Apparently Successful Applicants submit a Branding Strategy and Marking Plan. “Apparently Successful Applicant” status confers no right and constitutes no USAID commitment to an award.

USAID Identity (Identity) means the official marking for the Agency, comprised of the USAID logo and new brandmark, which clearly communicates that our assistance is from the American people. The USAID Identity is available on the USAID website and is provided without royalty, license, or other fee to Recipients of USAID-funded grants or Cooperative Agreements or other assistance awards or subawards.

(b) Submission.

The Apparently Successful Applicant, upon request of the Agreement Officer, will submit and negotiate a Branding Strategy. The Branding Strategy will be included in and made a part of the resulting grant or Cooperative Agreement. The Branding Strategy will be negotiated within the time that the Agreement Officer specifies. Failure to submit and negotiate a Branding Strategy will make the Applicant ineligible for award of a grant or Cooperative Agreement. The Apparently Successful Applicant must include all estimated costs associated with branding and marking USAID programs, such as plaques, stickers, banners, press events and materials, and the like.

(c) Submission Requirements

At a minimum, the Apparently Successful Applicant’s Branding Strategy will address the following:

(1) Positioning

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

Guidelines: USAID prefers to have the USAID Identity included as part of the program or project name, such as a "title sponsor," if possible and appropriate.

It is acceptable to "co-brand" the title with USAID's and the Apparently Successful Applicant's identities. For example: "The USAID and [Apparently Successful Applicant] Health Center."

If it would be inappropriate or is not possible to "brand" the project this way, such as when rehabilitating a structure that already exists or if there are multiple donors, please explain and indicate how you intend to showcase USAID's involvement in publicizing the program or project. *For example: School #123, rehabilitated by USAID and [Apparently Successful Applicant]/ [other donors].*

Note: the Agency prefers "made possible by (or with) the generous support of the American People" next to the USAID Identity in acknowledging our contribution, instead of the phrase "funded by." USAID prefers local language translations.

Will a program logo be developed and used consistently to identify this program? If yes, please attach a copy of the proposed program logo.

Note: USAID prefers to fund projects that do NOT have a separate logo or identity that competes with the USAID Identity.

(2) Program Communications and Publicity

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

Guidelines: Please include direct beneficiaries and any special target segments or influencers. *For Example: Primary audience: schoolgirls age 8-12, Secondary audience: teachers and parents—specifically mothers.*

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

Guidelines: These include training materials, posters, pamphlets, Public Service Announcements, billboards, websites, and so forth.

What is the main program message(s)?

Guidelines: *For example: "Be tested for HIV-AIDS" or "Have your child inoculated."*

Please indicate if you also plan to incorporate USAID's primary message – this aid is "from the American people" – into the narrative of program materials. This is optional; however, marking with the USAID Identity is required.

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

Guidelines: These may include media releases, press conferences, public events, and so forth. Note: incorporating the message, "USAID from the American People", and the USAID Identity is required.

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

Guidelines: One of our goals is to ensure that both beneficiaries and host-country citizens know that the aid the Agency is providing is "from the American people."

Please provide any initial ideas on how to further this goal.

(3) Acknowledgements

Will there be any direct involvement from a host-country government ministry? If yes, please indicate which one or ones. Will the Recipient acknowledge the ministry as an additional co-sponsor?

Note: it is perfectly acceptable and often encouraged for USAID to "co-brand" programs with government ministries.

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

Guidelines: Please indicate if they are also a donor or why they will be visibly acknowledged, and if they will receive the same prominence as USAID.

(d) Award Criteria.

The Agreement Officer will review the Branding Strategy for adequacy, ensuring that it contains the required information on naming and positioning the USAID-funded program, project, or activity, and promoting and communicating it to cooperating country beneficiaries and citizens. The Agreement Officer also will evaluate this information to ensure that it is consistent with the stated objectives of the award; with the Apparently Successful Applicant's cost data submissions; with the Apparently Successful Applicant's project, activity, or program performance plan; and with the regulatory requirements set out in 22 CFR 226.91. The Agreement Officer may obtain advice and recommendations from technical experts while performing the evaluation.

MARKING PLAN – ASSISTANCE (DEC 2005)

(a) Definitions

Marking Plan means a plan that the Apparently Successful Applicant submits at the specific request of a USAID Agreement Officer after evaluation of an application for USAID funding, detailing the public communications, commodities, and program

materials and other items that will visibly bear the USAID Identity. Recipients may request approval of Presumptive Exceptions to marking requirements in the Marking Plan.

Apparently Successful Applicant(s) means the Applicant(s) for USAID funding recommended for an award after evaluation, but who has not yet been awarded a grant, Cooperative Agreement or other assistance award by the Agreement Officer. The Agreement Officer will request that Apparently Successful Applicants submit a Branding Strategy and Marking Plan. Apparently Successful Applicant status confers no right and constitutes no USAID commitment to an award, which the Agreement Officer must still obligate.

USAID Identity (Identity) means the official marking for the Agency, comprised of the USAID logo and new brandmark, which clearly communicates that our assistance is from the American people. The USAID Identity is available on the USAID website and USAID provides it without royalty, license, or other fee to Recipients of USAID funded grants, Cooperative Agreements, or other assistance awards or subawards.

A ***Presumptive Exception*** exempts the Applicant from the general marking requirements for a *particular* USAID-funded public communication, commodity, program material or other deliverable, or a *category* of USAID-funded public communications, commodities, program materials or other deliverables that would otherwise be required to visibly bear the USAID Identity. The Presumptive Exceptions are:

Presumptive Exception (i). USAID marking requirements may not apply if they 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, such as election monitoring or ballots, and voter information literature; political party support or public policy advocacy or reform; independent media, such as television and radio broadcasts, newspaper articles and editorials; and public service announcements or public opinion polls and surveys (22 C.F.R. 226.91(h)(1)).

Presumptive Exception (ii). USAID marking requirements may not apply if they would diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent (22 C.F.R. 226.91(h)(2)).

Presumptive Exception (iii). USAID marking requirements may not apply if they 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 (22 C.F.R. 226.91(h)(3)).

Presumptive Exception (iv). USAID marking requirements may not apply if they would impair the functionality of an item, such as sterilized equipment or spare parts (22 C.F.R. 226.91(h)(4)).

Presumptive Exception (v). USAID marking requirements may not apply if they would incur substantial costs or be impractical, such as items too small or otherwise unsuited for individual marking, such as food in bulk (22 C.F.R. 226.91(h)(5)).

Presumptive Exception (vi). USAID marking requirements may not apply if they would offend local cultural or social norms, or be considered inappropriate on such items as condoms, toilets, bed pans, or similar commodities (22 C.F.R. 226.91(h)(6)).

Presumptive Exception (vii). USAID marking requirements may not apply if they would conflict with international law (22 C.F.R. 226.91(h)(7)).

(b) **Submission.** The Apparently Successful Applicant, upon the request of the Agreement Officer, will submit and negotiate a Marking Plan that addresses the details of the public communications, commodities, program materials that will visibly bear the USAID Identity. The marking plan will be customized for the particular program, project, or activity under the resultant grant or Cooperative Agreement. The plan will be included in and made a part of the resulting grant or Cooperative Agreement. USAID and the Apparently Successful Applicant will negotiate the Marking Plan within the time specified by the Agreement Officer. Failure to submit and negotiate a Marking Plan will make the Applicant ineligible for award of a grant or Cooperative Agreement. The Applicant must include an estimate of all costs associated with branding and marking USAID programs, such as plaques, labels, banners, press events, promotional materials, and so forth in the budget portion of its application. These costs are subject to revision and negotiation with the Agreement Officer upon submission of the Marking Plan and will be incorporated into the Total Estimated Amount of the grant, Cooperative Agreement or other assistance instrument.

(c) **Submission Requirements.** The Marking Plan will include the following:

(1) A description of the public communications, commodities, and program materials that the Recipient will produce as a part of the grant or Cooperative Agreement and which will visibly bear the USAID Identity. These include:

- (i) program, project, or activity sites funded by USAID, including visible infrastructure projects or other programs, projects, or activities that are physical in nature;
- (ii) technical assistance, studies, reports, papers, publications, audiovisual productions, public service announcements, Web sites/Internet activities and other promotional, informational, media, or communications products funded by USAID;
- (iii) events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences, and other public activities; and
- (iv) 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.

(2) A table specifying:

- (i) the program deliverables that the Recipient will mark with the USAID Identity,
- (ii) the type of marking and what materials the Applicant will be used to mark the program deliverables with the USAID Identity, and
- (iii) when in the performance period the Applicant will mark the program deliverables, and where the Applicant will place the marking.

(3) A table specifying:

- (i) what program deliverables will not be marked with the USAID Identity, and
- (ii) the rationale for not marking these program deliverables.

(d) Presumptive Exceptions.

(1) The Apparently Successful Applicant may request a Presumptive Exception as part of the overall Marking Plan submission. To request a Presumptive Exception, the Apparently Successful Applicant must identify which Presumptive Exception applies, and state why, in light of the Apparently Successful Applicant's technical proposal and in the context of the program description or program statement in the USAID Request For Application or Annual Program Statement, marking requirements should not be required.

(2) Specific guidelines for addressing each Presumptive Exception are:

- (i) For Presumptive Exception (i), identify the USAID Strategic Objective, Interim Result, or program goal furthered by an appearance of neutrality, or state why the program, project, activity, commodity, or communication is 'intrinsically neutral.' Identify, by category or deliverable item, examples of program materials funded under the award for which you are seeking an exception.
- (ii) For Presumptive Exception (ii), state what data, studies, or other deliverables will be produced under the USAID funded award, and explain why the data, studies, or deliverables must be seen as credible.
- (iii) For Presumptive Exception (iii), identify the item or media product produced under the USAID funded award, and explain why each item or product, or category of item and product, is better positioned as an item or product produced by the cooperating country government.
- (iv) For Presumptive Exception (iv), identify the item or commodity to be marked, or categories of items or commodities, and explain how marking would impair the item's or commodity's functionality.
- (v) For Presumptive Exception (v), explain why marking would not be cost beneficial or practical.
- (vi) For Presumptive Exception (vi), identify the relevant cultural or social norm, and explain why marking would violate that norm or otherwise be inappropriate.
- (vii) For Presumptive Exception (vii), identify the applicable international law violated by marking.

(3) The Agreement Officer will review the request for adequacy and reasonableness. In consultation with the Cognizant Technical Officer and other agency personnel as necessary, the Agreement Officer will approve or disapprove the requested Presumptive Exception. Approved exceptions will be made part of the approved Marking Plan, and will apply for the term of the award, unless provided otherwise.

(e) **Award Criteria:** The Agreement Officer will review the Marking Plan for adequacy and reasonableness, ensuring that it contains sufficient detail and information concerning public communications, commodities, and program materials that will visibly bear the USAID Identity. The Agreement Officer will evaluate the plan to ensure that it is consistent with the stated objectives of the award; with the Applicant's cost data submissions; with the Applicant's actual project, activity, or program performance plan; and with the regulatory requirements of 22 C.F.R.226.91. The Agreement Officer will approve or disapprove any requested Presumptive Exceptions (see paragraph (d)) on the basis of adequacy and reasonableness. The Agreement Officer may obtain advice and recommendations from technical experts while performing the evaluation.

MARKING UNDER USAID-FUNDED ASSISTANCE INSTRUMENTS (DEC 2005)

(a) Definitions

Commodities mean any material, article, supply, goods or equipment, excluding Recipient offices, vehicles, and non-deliverable items for Recipient's internal use, in administration of the USAID funded grant, Cooperative Agreement, or other agreement or subagreement.

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

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

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

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

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

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

USAID Identity (Identity) means the official marking for the United States Agency for International Development (USAID), comprised of the USAID logo or seal and new brandmark, with the tagline that clearly communicates that our assistance is “from the American people.” The USAID Identity is available on the USAID website at www.usaid.gov/branding and USAID provides it without royalty, license, or other fee to Recipients of USAID-funded grants, or Cooperative Agreements, or other assistance awards

(b) Marking of Program Deliverables

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

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

construction or implementation is complete, the Recipient must install a permanent, durable sign, plaque or other marking.

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

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

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

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

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

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

(9) SubRecipients. To ensure that the marking requirements "flow down" to subRecipients of subawards, Recipients of USAID funded grants and Cooperative Agreements or other assistance awards will include the USAID-approved marking provision in any USAID funded subaward, as follows:

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

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

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

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

(c) Implementation of marking requirements.

(1) When the grant or Cooperative Agreement contains an approved Marking Plan, the Recipient will implement the requirements of this provision following the approved Marking Plan.

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

- (i) A description of the program deliverables specified in paragraph (b) of this provision that the Recipient will produce as a part of the grant or Cooperative Agreement and which will visibly bear the USAID Identity.
- (ii) the type of marking and what materials the Applicant uses to mark the program deliverables with the USAID Identity,
- (iii) when in the performance period the Applicant will mark the program deliverables, and where the Applicant will place the marking,

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

- (i) USAID marking requirements would compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials;
- (ii) USAID marking requirements would diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent;

- (iii) USAID marking requirements would undercut host-country government “ownership” of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications better positioned as “by” or “from” a cooperating country ministry or government official;
- (iv) USAID marking requirements would impair the functionality of an item;
- (v) USAID marking requirements would incur substantial costs or be impractical;
- (vi) USAID marking requirements would offend local cultural or social norms, or be considered inappropriate;
- (vii) USAID marking requirements would conflict with international law.

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

(d) Waivers.

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

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

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

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

(5) Determinations regarding waiver requests are subject to appeal to the Principal Officer’s cognizant Assistant Administrator. The Recipient may appeal by submitting a

written request to reconsider the Principal Officer's waiver determination to the cognizant Assistant Administrator.

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

[End of Section C]

**SECTION D - U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT
CERTIFICATIONS, ASSURANCES, AND OTHER STATEMENTS OF
RECIPIENT**

PART I - CERTIFICATIONS AND ASSURANCES

1. ASSURANCE OF COMPLIANCE WITH LAWS AND REGULATIONS GOVERNING NON-DISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS
 - (a) The Recipient hereby assures that no person in the United States shall, on the bases set forth below, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity receiving financial assistance from USAID, and that with respect to the grant for which application is being made, it will comply with the requirements of:
 - (1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. 2000-d), which prohibits discrimination on the basis of race, color or national origin, in programs and activities receiving Federal financial assistance;
 - (2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving Federal financial assistance;
 - (3) The Age Discrimination Act of 1975, as amended (Pub. L. 95-478), which prohibits discrimination based on age in the delivery of services and benefits supported with Federal funds;
 - (4) Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance (whether or not the programs or activities are offered or sponsored by an educational institution); and
 - (5) USAID regulations implementing the above nondiscrimination laws, set forth in Chapter II of Title 22 of the Code of Federal Regulations.
 - (b) If the Recipient is an institution of higher education, the Assurances given herein extend to admission practices and to all other practices relating to the treatment of students or clients of the institution, or relating to the opportunity to participate in the provision of services or other benefits to such individuals, and shall be applicable to the entire institution unless the Recipient establishes to the satisfaction of the USAID Administrator that the institution's practices in designated parts or programs of the

institution will in no way affect its practices in the program of the institution for which financial assistance is sought, or the beneficiaries of, or participants in, such programs.

- (c) This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the Recipient by the Agency, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance, and that the United States shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the Recipient, its successors, transferees, and assignees, and the person or per This Assurance is binding on the Recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Recipient.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

(a) Instructions for Certification

- (1) By signing and/or submitting this application or grant, the Recipient is providing the certification set out below.
- (2) The certification set out below is a material representation of fact upon which reliance was placed when the agency determined to award the grant. If it is later determined that the Recipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
- (3) For Recipients other than individuals, Alternate I applies.
- (4) For Recipients who are individuals, Alternate II applies.

(b) Certification Regarding Drug-Free Workplace Requirements

Alternate I

- (1) The Recipient certifies that it will provide a drug-free workplace by:
- (A) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is

prohibited in the Applicant's/grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

- (B) Establishing a drug-free awareness program to inform employees about--
 - 1. The dangers of drug abuse in the workplace;
 - 2. The Recipient's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (C) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (b) (1) (A);

- (D) Notifying the employee in the statement required by paragraph (b) (1) (A) that, as a condition of employment under the grant, the employee will--
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

- (E) Notifying the agency within ten days after receiving notice under subparagraph (b) (1) (D) 1, from an employee or otherwise receiving actual notice of such conviction;

- (F) Taking one of the following actions, within 30 days of receiving notice under subparagraph (b) (1)(D)2., with respect to any employee who is so convicted--
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(G) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (b)(1)(A), (b)(1)(B), (b)(1)(C), (b)(1)(D), (b)(1)(E) and (b)(1)(F).

(2) The Recipient shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Alternate II

The Recipient certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity with the grant.

3. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

(a) Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into

this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. [4] You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," [5] provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the methods and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the No procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a

participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

(b) Certification Regarding Debarment, Suspension, and Other Responsibility Matters--Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(A) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(B) Have not within a 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, or receiving stolen property;

(C) Are not 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) of this certification;

(D) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Solicitation No. _____

Application/Proposal No. _____

Date of Application/Proposal _____

Name of Applicant/Subgrantee _____

Typed Name and Title _____

Signature _____

- 1/ See ADS Chapter 303, 22 CFR 208.
- 2/ For USAID, this clause is entitled "Debarment, Suspension, Ineligibility, and Voluntary Exclusion (March 1989)" and is set forth in the USAID grant standard provision for U.S. nongovernmental organizations entitled "Debarment, Suspension, and Related Matters" (see ADS Chapter 303), or in the USAID grant standard provision for non-U.S. nongovernmental organizations entitled "Debarment, Suspension, and Other Responsibility Matters" (see ADS Chapter 303).

4. CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any Cooperative Agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or Cooperative Agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and

contracts under grants, loans, and Cooperative Agreements) and that all sub Recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5. PROHIBITION ON ASSISTANCE TO DRUG TRAFFICKERS FOR COVERED COUNTRIES AND INDIVIDUALS (ADS 206)

USAID reserves the right to terminate this [Agreement/Contract], to demand a refund or take other appropriate measures if the [Grantee/ Contractor] is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140. The undersigned shall review USAID ADS 206 to determine if any certifications are required for Key Individuals or Covered Participants.

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

The Recipient has reviewed and is familiar with the proposed grant format and the applicable regulations, and takes exception to the following (use a continuation page as necessary):

Solicitation No. _____

Application/Proposal No. _____

Date of Application/Proposal _____

Name of Recipient _____

Typed Name and Title _____

Signature _____ Date _____

[1] FORMATS\GRNTCERT: Rev. 06/16/97 (ADS 303.6, E303.5.6a) [2] When these Certifications, Assurances, and Other Statements of Recipient are used for Cooperative Agreements, the term "Grant" means "Cooperative Agreement". [3] The Recipient must obtain from each identified sub grantee and (sub) contractor, and submit with its application/proposal, the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Transactions, set forth in Attachment A hereto. The Recipient should reproduce additional copies as necessary. [4] See ADS Chapter E303.5.6a, 22 CFR 208, Annex1, App A. [5] For USAID, this clause is entitled "Debarment, Suspension, Ineligibility, and Voluntary Exclusion (March 1989)" and is set forth in the grant standard provision entitled "Debarment, Suspension, and Related Matters" if the Recipient is a U.S. nongovernmental organization, or in the grant standard provision entitled "Debarment, Suspension, and Other Responsibility Matters" if the Recipient is a non-U.S. nongovernmental organization.

6. KEY INDIVIDUAL CERTIFICATION NARCOTICS OFFENSES AND DRUG TRAFFICKING

I hereby certify that within the last ten years:

1. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.

- 2. I am not and have not been an illicit trafficker in any such drug or controlled substance.
- 3. I am not and have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

Signature: _____

Date: _____

Name: _____

Title/Position: _____

Organization: _____

Address: _____

Date of Birth: _____

NOTICE:

- 1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain key individuals of organizations must sign this Certification.
- 2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

7. PARTICIPANT CERTIFICATION NARCOTICS OFFENSES AND DRUG TRAFFICKING

- 1. I hereby certify that within the last ten years:
 - a. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.

- b. I am not and have not been an illicit trafficker in any such drug or controlled substance.
- c. I am not or have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.
2. I understand that USAID may terminate my training if it is determined that I engaged in the above conduct during the last ten years or during my USAID training.

Signature: _____

Name: _____

Date: _____

Address: _____

Date of Birth: _____

NOTICE:

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain participants must sign this Certification.
2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

FORMATS\GRNTCERT: Rev. 06/16/97 (ADS 303.6, E303.5.6a) When these Certifications, Assurances, and Other Statements of Recipient are used for Cooperative Agreements, the term "Grant" means "Cooperative Agreement". The Recipient must obtain from each identified sub grantee and (sub) contractor, and submit with its application/proposal, the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Transactions, set forth in Attachment A hereto. The Recipient should reproduce additional copies as necessary. See ADS Chapter E303.5.6a, 22 CFR 208, Annex1, App A. For USAID, this clause is entitled "Debarment, Suspension, Ineligibility, and Voluntary Exclusion (March 1989)" and is set forth in the grant standard provision entitled "Debarment, Suspension, and Related Matters" if the Recipient is a U.S. nongovernmental organization, or in the grant standard provision entitled "Debarment, Suspension, and Other Responsibility Matters" if the Recipient is a non-U.S. nongovernmental organization.

8. CERTIFICATION REGARDING MATERIAL SUPPORT AND RESOURCES

As a condition of entering into the referenced agreement, _____ hereby certifies that it has not provided and will not provide material support or resources to any individual or entity that it knows, or has reason to know, is an individual or entity that advocates, plans, sponsors, engages in, or has engaged in terrorist activity, including but not limited to the individuals and entities listed in the Annex to Executive Order 13224 and other such individuals and entities that may be later designated by the United States under any of the following authorities: § 219 of the Immigration and Nationality Act, as amended (8 U.S.C. § 1189), the International Emergency Economic Powers Act (50 U.S.C. § 1701 et seq.), the National Emergencies Act (50 U.S.C. § 1601 et seq.), or § 212(a)(3)(B) of the Immigration and Nationality Act, as amended by the USA Patriot Act of 2001, Pub. L. 107-56 (October 26, 2001) (8 U.S.C. §1182). _____ further certifies that it will not provide material support or resources to any individual or entity that it knows, or has reason to know, is acting as an agent for any individual or entity that advocates, plans, sponsors, engages in, or has engaged in, terrorist activity, or that has been so designated, or will immediately cease such support if an entity is so designated after the date of the referenced agreement.

For purposes of this certification, "material support and resources" includes currency or other financial securities, financial services, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

For purposes of this certification, "engage in terrorist activity" shall have the same meaning as in section 212(a) (3) (B) (IV) of the Immigration and Nationality Act, as amended (8 U.S.C. § 1182(a) (3) (B) (IV)).

For purposes of this certification, "entity" means a partnership, association, corporation, or other organization, group, or subgroup.

This certification is an express term and condition 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.

Signature: _____

Name: _____

Date: _____

Address: _____

NOTICE:

If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

9. CERTIFICATION REGARDING TERRORIST FINANCING

By signing and submitting this application, the prospective Recipient provides the certification set out below:

1. The Recipient, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.
2. The following steps may enable the Recipient to comply with its obligations under paragraph 1:
 - a. Before providing any material support or resources to an individual or entity, the Recipient will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at Oak's website :
<http://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf> or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Recipient.
 - b. Before providing any material support or resources to an individual or entity, the Recipient also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Recipient should refer to the consolidated list available online at the Committee's website:
<http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.
 - c. Before providing any material support or resources to an individual or entity, the Recipient will consider all information about that individual or entity of which it is

aware and all public information that is reasonably available to it or of which it should be aware.

- d. The Recipient also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

3. for purposes of this Certification-

- a. “Material support and resources” means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.”
- b. “Terrorist act” means-
 - (I) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>); or
 - (ii) An act of premeditated, politically motivated violence perpetrated against noncombatant targets by sub national groups or clandestine agents; or
 - (iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.
- c. “Entity” means a partnership, association, corporation, or other organization, group or subgroup.
- d. References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as Recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Recipient has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.
- e. The Recipient’s obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Recipient that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Recipient has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or

participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

This Certification is an express term and condition of any agreement issued as a result of this application, and any violation of it shall be grounds for unilateral termination of the agreement by USAID prior to the end of its term.

Signed: _____
(*Typed Name and Title*)
(*Name of Organization*)

_____ Date

PART II - OTHER STATEMENTS OF RECIPIENT

1. AUTHORIZED INDIVIDUALS

The Recipient represents that the following persons are authorized to negotiate on its behalf with the Government and to bind the Recipient in connection with this application or grant:

Name	Title	Telephone No.	Facsimile No.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

2. TAXPAYER IDENTIFICATION NUMBER (TIN)

If the Recipient is a U.S. organization, or a foreign organization which has income effectively connected with the conduct of activities in the U.S. or has an office or a place of business or a fiscal paying agent in the U.S., please indicate the Recipient's TIN:

TIN: _____

3. CONTRACTOR IDENTIFICATION NUMBER - DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER

- (a) In the space provided at the end of this provision, the Recipient should supply the Data Universal Numbering System (DUNS) number applicable to that name and address. Recipients should take care to report the number that identifies the Recipient's name and address exactly as stated in the proposal.
- (b) The DUNS is a 9-digit number assigned by Dun and Bradstreet Information Services. If the Recipient does not have a DUNS number, the Recipient should call Dun and Bradstreet directly at 1-800-333-0505. A DUNS number will be provided immediately by telephone at no charge to the Recipient. The Recipient should be prepared to provide the following information:
 - (1) Recipient's name.
 - (2) Recipient's address.
 - (3) Recipient's telephone number.

- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the organization was started.
- (7) Number of people employed by the Recipient.
- (8) Company affiliation.

- (c) Recipients located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbisna.com/dbis/customer/custlist.htm>. If an offer or is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dbisma.com.

The DUNS system is distinct from the Federal Taxpayer Identification Number (TIN) system.

DUNS: _____

4. LETTER OF CREDIT (LOC) NUMBER

If the Recipient has an existing Letter of Credit (LOC) with USAID, please indicate the LOC number:

LOC: _____

5. PROCUREMENT INFORMATION

- (a) Applicability. This applies to the procurement of goods and services planned by the Recipient (i.e., contracts, purchase orders, etc.) from a supplier of goods or services for the direct use or benefit of the Recipient in conducting the program supported by the grant, and not to assistance provided by the Recipient (i.e., a sub grant or sub agreement) to a sub grantee or sub Recipient in support of the sub grantee's or sub Recipient's program. Provision by the Recipient of the requested information does not, in and of itself, constitute USAID approval.
- (b) Amount of Procurement. Please indicate the total estimated dollar amount of goods and services which the Recipient plans to purchase under the grant:
\$ _____
- (c) Nonexpendable Property. If the Recipient plans to purchase nonexpendable equipment which would require the approval of the Agreement Officer, please indicate below (using a continuation page, as necessary) the types, quantities of

each, and estimated unit costs. Nonexpendable equipment for which the Agreement Officer's approval to purchase is required is any article of nonexpendable tangible personal property charged directly to the grant, having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

TYPE/DESCRIPTION (Generic)	QUANTITY	ESTIMATED UNIT COST
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- (d) Source, Origin, and Component of Goods. If the Recipient plans to purchase any goods/commodities which are not of U.S. source and/or U.S. origin, please indicate below (using a continuation page, as necessary) the types and quantities of each, estimated unit costs of each, and probable source and/or origin. "Source" means the country from which a commodity is shipped to the cooperating country or the cooperating country itself if the commodity is located therein at the time of purchase. However, where a commodity is shipped from a free port or bonded warehouse in the form in which received therein, "source" means the country from which the commodity was shipped to the free port or bonded warehouse. Any commodity whose source is a non-Free World country is ineligible for USAID financing. The "origin" of a commodity is the country or area in which a commodity is mined, grown, or produced. A commodity is produced when, through manufacturing, processing, or substantial and major assembling of components, commercially recognized new commodity results, which is substantially different in basic characteristics or in purpose or utility from its components. Merely packaging various items together for a particular procurement or relabeling items does not constitute production of a commodity. Any commodity whose origin is a non-Free World country is ineligible for USAID financing. "Components" are the goods which go directly into the production of a produced commodity. Any component from a non-Free World country makes the commodity ineligible for USAID financing.

TYPE/ DESCRIPTION (Generic)	QUANTITY	EST. UNIT COST	GOODS COMPONENTS	PROBABLE SOURCE	GOODS COMPONENTS	PROBABLE ORIGIN
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- (e) Restricted Goods. If the Recipient plans to purchase any restricted goods, please indicate below (using a continuation page, as necessary) the types and quantities of each, estimated unit costs of each, intended use, and probable source and/or origin. Restricted goods are Agricultural Commodities, Motor Vehicles, Pharmaceuticals, Pesticides, Rubber Compounding Chemicals and Plasticizers, Used Equipment, U.S. Government-Owned Excess Property, and Fertilizer.

TYPE/	QUANTITY	ESTIMATED	PROBABLE	PROBABLE	INTENDED
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EXPANDING MATERNAL AND NEONATAL SURVIVAL (EMAS)

DESCRIPTION (Generic)	UNIT COST	SOURCE	ORIGIN	USE
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- (f) **Supplier Nationality.** If the Recipient plans to purchase any goods or services from suppliers of goods and services whose nationality is not in the U.S., please indicate below (using a continuation page, as necessary) the types and quantities of each good or service, estimated costs of each, probable nationality of each non-U.S. supplier of each good or service, and the rationale for purchasing from a non-U.S. supplier. Any supplier whose nationality is a non-Free World country is ineligible for USAID financing.

TYPE/ DESCRIPTION (Generic)	QUANTITY	ESTIMATED UNIT COST	PROBABLE SUPPLIER (Non-US Only)	NATIONALITY	RATIONALE for NON-US
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- (g) **Proposed Disposition.** If the Recipient plans to purchase any nonexpendable equipment with a unit acquisition cost of \$5,000 or more, please indicate below (using a continuation page, as necessary) the proposed disposition of each such item. Generally, the Recipient may either retain the property for other uses and make compensation to USAID (computed by applying the percentage of federal participation in the cost of the original program to the current fair market value of the property), or sell the property and reimburse USAID an amount computed by applying to the sales proceeds the percentage of federal participation in the cost of the original program (except that the Recipient may deduct from the federal share \$500 or 10% of the proceeds, whichever is greater, for selling and handling expenses), or donate the property to a host country institution, or otherwise dispose of the property as instructed by USAID.

TYPE/DESCRIPTION (Generic)	QUANTITY	ESTIMATED UNIT COST	PROPOSED	DISPOSITION
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6. TYPE OF ORGANIZATION

The Recipient, by checking the applicable box, represents that -

- (a) If the Recipient is a U.S. entity, it operates as a corporation incorporated under the laws of the State of, an individual, a partnership, a nongovernmental nonprofit organization, a state or local governmental organization, a private college or university, a public college or university, an international organization, or a joint venture; or
- (b) If the Recipient is a non-U.S. entity, it operates as a corporation organized under the laws of _____ (country), an individual, a partnership, a nongovernmental nonprofit organization, a nongovernmental

educational institution, a governmental organization, an international organization, or a joint venture.

7. ESTIMATED COSTS OF COMMUNICATIONS PRODUCTS

The following are the estimate(s) of the cost of each separate communications product (i.e., any printed material [other than non- color photocopy material], photographic services, or video production services) which is anticipated under the grant. Each estimate must include all the costs associated with preparation and execution of the product. Use a continuation page as necessary.

8. SURVEY ON ENSURING EQUAL OPPORTUNITY FOR APPLICANTS

Completion of the Survey on Ensuring Equal Opportunity for Applicants is voluntary. Applicants are asked to review the purpose of the survey and, if the organization chooses to complete the form, please follow the Instructions for Submitting the Survey.

Survey on Ensuring Equal Opportunity for Applicants

OMB No. 1890-0014 Exp. 1/31/2006

Purpose: The Federal government is committed to ensuring that all qualified applicants, small or large, non-religious or faith-based, have an equal opportunity to compete for Federal funding. In order for us to better understand the population of applicants for Federal funds, we are asking nonprofit private organizations (not including private universities) to fill out this survey.

Upon receipt, the survey will be separated from the application. Information provided on the survey will not be considered in any way in making funding decisions and will not be included in the Federal grants database. While your help in this data collection process is greatly appreciated, completion of this survey is voluntary.

Instructions for Submitting the Survey: If you are applying using a hard copy application, please place the completed survey in an envelope labeled "Applicant Survey." Seal the envelope and include it along with your application package. If you are applying electronically, please submit this survey along with your application.

Applicant's (Organization) Name: _____

Applicant's DUNS Number: _____

Grant Name: _____ **CFDA Number:** _____

1. Does the applicant have 501(c)(3) status?

Yes No

2. How many full-time equivalent employees does the applicant have? *(Check only one box).*

3 or Fewer 15-50
 4-5 51-100
 6-14 over 100

3. What is the size of the applicant's annual budget?

(Check only one box.)

Less Than \$150,000
 \$150,000 - \$299,999
 \$300,000 - \$499,999
 \$500,000 - \$999,999
 \$1,000,000 - \$4,999,999
 \$5,000,000 or more

4. Is the applicant a faith-based/religious organization?

Yes No

5. Is the applicant a non-religious community-based organization?

Yes No

6. Is the applicant an intermediary that will manage the grant on behalf of other organizations?

Yes No

7. Has the applicant ever received a government grant or contract (Federal, State, or local)?

Yes No

8. Is the applicant a local affiliate of a national organization?

Yes No

Survey Instructions on Ensuring Equal Opportunity for Applicants

Provide the applicant's (organization) name and DUNS number and the grant name and CFDA number.

1. 501(c)(3) status is a legal designation provided on application to the Internal Revenue Service by eligible organizations. Some grant programs may require nonprofit applicants to have 501(c)(3) status. Other grant programs do not.
2. For example, two part-time employees who each work half-time equal one full-time equivalent employee. If the applicant is a local affiliate of a national organization, the responses to survey questions 2 and 3 should reflect the staff and budget size of the local affiliate.
3. Annual budget means the amount of money your organization spends each year on all of its activities.
4. Self-identify.
5. An organization is considered a community-based organization if its headquarters/service location shares the same zip code as the clients you serve.
6. An "intermediary" is an organization that enables a group of small organizations to receive and manage government funds by administering the grant on their behalf.
7. Self-explanatory.
8. Self-explanatory.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 1890-0014. The time required to complete this information collection is estimated to average five (5) minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. **If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to:** U.S. Department of Education, Washington, D.C. 2202-4651.

If you have comments or concerns regarding the status of your individual submission of this form, write directly to the USAID Agreement Officer.

OMB No. 1890-0014 Exp. 1/31/2006

Paperwork Burden Statement

**SECTION E – COOPERATIVE AGREEMENT FORMAT
(SAMPLE)**

NOTE: Attachment 1 – SCHEDULE is provided as a format sample only. Upon award the Recipient will receive a document tailored to the specifics of their proposal and the applicable regulations. The actual document may contain more or less than the provisions listed within this attachment. The sample is provided to familiarize potential Applicants with USAID's Agreement format.

Subject: _____
Award No.: _____

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development (hereinafter referred to as "USAID" or "Grantor") hereby intends to grant to _____ (hereinafter referred to as ___ or "Recipient"), the sum of \$_____ to provide support for a program in _____ as described in the Schedule of this award and the Attachment 2, entitled "Program Description". As this award is incrementally funded, only the amount shown in Section 1.3.b. of the Agreement schedule has been obligated for use hereunder.

This award is effective and obligation is made as of the date of this letter and shall apply to commitments made by the Recipient in furtherance of program objectives during the period beginning with the effective date and ending on the date shown in Section 1.2 of Attachment 1, Schedule. USAID shall not be liable for reimbursing the Recipient for any costs in excess of the obligated amount.

This award is made to the Recipient on condition that the funds will be administered in accordance with the terms and conditions as set forth in 22 CFR 226, entitled "Administration of Assistance Awards to U.S. Non-Governmental Organizations"; Attachment 1, entitled "Schedule"; Attachment 2, entitled "Program Description"; and Attachment 3 entitled "Standard Provisions."

Please sign the original and each copy of this letter to acknowledge your receipt of this award, and return the original and all but one copy to the Agreement Officer.

Sincerely,

Dale Lewis
Agreement Officer
USAID/Indonesia

Attachments:

1. Schedule
2. Program Description
3. Standard Provisions

ACKNOWLEDGED:

By: _____

Title: _____

Date: _____

ACCOUNTING AND APPROPRIATION DATA**A. GENERAL**

1. Total USAID Agreement Amount : \$_____
2. Total Program Amount : \$_____
3. Total USAID Obligated Amount : \$_____
4. Cost-Sharing
(Non-Federal) : \$_____
5. Activity Title :
6. USAID Technical Office : Office of Health
7. Tax I.D. Number :
8. DUNS No. :

B. SPECIFIC

1. MAARD Number :
2. Appropriation Number :
3. Budget Plan Code :

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ACCOUNTING AND APPROPRIATION DATA

ATTACHMENT 1

SCHEDULE

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- 1.2 PERIOD OF AGREEMENT
- 1.3 AMOUNT OF AWARD AND PAYMENT
- 1.4 BUDGET
- 1.5 REPORTING AND EVALUATION
 - 1.5.1 Financial Reporting
 - 1.5.2 Program Performance Reporting
- 1.6 SUBSTANTIAL INVOLVEMENT UNDERSTANDINGS
- 1.7 KEY PERSONNEL
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ATTACHMENT 2 PROGRAM DESCRIPTION

ATTACHMENT 3 STANDARD PROVISIONS

Attachment 1

SCHEDULE

1.1 PURPOSE OF AGREEMENT

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

1.2 PERIOD OF AGREEMENT

The effective date of this Agreement is the date of the Cover Letter and the estimated completion date is _____. Funds obligated hereunder are available for program expenditures for the estimated period beginning the effective date of this Agreement through _____.

1.3 AMOUNT OF AWARD AND PAYMENT

- (a) The total estimated amount of this Award is \$_____.
- (b) USAID hereby obligates the amount of \$_____ for program expenditures during the period set forth in 1.2 above and as shown in the Budget below.
- (c) Payment shall be made to the Grantee by Payment - Letter of Credit in accordance with procedures set forth in 22 CFR 226.22.
- (d) Additional funds up to the total estimated amount may be obligated by USAID subject to the availability of funds, satisfactory progress of the project, and continued relevance to USAID programs.

1.4 BUDGET

The following is the Agreement Budget, including local cost financing items, if authorized. Revisions to this budget shall be made in accordance with 22 CFR 226.25.

THE BUDGET BELOW IS PROVIDED AS A SAMPLE ONLY

BUDGET	FEDERAL	NON-FEDERAL
Personnel Salary	\$	\$
Fringe Benefit	\$	\$
Travel, Transportation and Per Diem	\$	\$
Equipment	\$	\$
Supplies	\$	\$

Contractual	\$	\$
Allowances	\$	\$
Other Direct Costs	\$	\$
TOTAL Direct Charges	\$	\$
Indirect Charges	\$	\$
COMBINED TOTAL	\$	\$

Note: Format budget is to be similarly applied to all sub-awardee's budget.

1.5 REPORTING AND EVALUATION

1.5.1 Financial Reporting

- (a) The Recipient shall submit in original and one copy. Financial reports shall be in keeping with 22 CFR 226.52. In accordance with 22 CFR 226.52, the SF 425 will be required by the end of this Agreement. The Recipient shall submit these forms in the following manner:
- (b) The SF 425 will be submitted via electronic format to the U.S. Department of Health and Human Services (<http://www.dpm.psc.gov>). A copy of this form shall also be simultaneously submitted to the Agreement Officer Technical Representative (AOTR).
- (c) In accordance with 22 CFR 226.70-72, the original and two copies of final financial reports shall be submitted as follows: M/FM, the Agreement Officer (if requested) and the AOTR. The electronic version of the final SF 425 shall be submitted to HHS in accordance with paragraph (b) above.

1.5.2 Program Performance Reporting

- (a) Final Report – The Recipient shall submit an original and one copy of a final performance report no later than 90 calendar days after the expiration or termination of this Agreement. The Recipient shall submit the report to the:

Agreement Officer Technical Representative (AOTR)
 Attn: USAID/Indonesia
 Health Office
 c/o American Embassy, Unit 8135
 FPO AP 96520-8135

One copy, in electronic (preferred) or paper form of final documents to one of the following: (a) Via e-mail: docsubmit@dec.cdie.org ; (b) Via U.S. Postal Service: Development Experience Clearinghouse, 8403 Colesville Road, Suite

210, Silver Spring, MD 20910, USA; (c) Via Fax: (301) 588-7787; or (d) Online: <http://www.dec.org/index.cfm?fuseaction=docSubmit.home>.

- (b) Contents. The performance report shall briefly present the information contained in 22 CFR 226.51(d).

1.6 SUBSTANTIAL INVOLVEMENT UNDERSTANDINGS

The following provisions constitute USAID's substantial involvement in the Recipient's program in order to assure that program requirements are met and that mutual program objectives are achieved.

The Agreement Officer Technical Representative (AOTR), USAID/Indonesia, shall be responsible for:

- (a)
- (b)
- (c)
- (d)

1.7 KEY PERSONNEL

The following positions have been designated as key to the successful completion of the objectives of this Agreement. In accordance with the Substantial Involvement clause of this Agreement, these personnel are subject to the approval of the AOTR.

1.8 TITLE TO AND CARE OF PROPERTY

Title to all property financed under this award shall vest in the Recipient subject to the requirements of 22 CFR 226.30 through 37.

1.9 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this award is the United States (000) and Indonesia.

1.10 INDIRECT COSTS

Pursuant to the Standard Provision of this Award entitled "Negotiated Indirect Cost Rates - Provisional (Nonprofits)," an indirect cost rate or rates shall be established for each of the Recipient's accounting periods which apply to this Award. Pending establishment of final or revised provisional indirect cost rates, provisional payments on account of allowable costs shall be made on the basis of the following negotiated provisional rate(s) applied to the base(s) which is (are) set forth below:

Type	Rate	Base	Period
------	------	------	--------

1.11 RESOLUTION OF CONFLICTS

Conflicts between any of the Attachments of this Agreement shall be resolved by applying the following descending order of precedence:

- Attachment 1 – Schedule
- Attachment 2 - Program Description
- Attachment 3 - Standard Provisions
- Attachment 4 – 22 CFR 226

1.12 COST SHARING

The Recipient agrees to expend an amount not less than ____% of the total program amount (combined Federal and Non-Federal). Cost sharing contributions shall meet the criteria as set out in 22 CFR 226.23.

1.13 PAYMENT OFFICE

USAID/ FM/CMP – LOC Unit
Ronald Reagan Building (RRB)
Room 7.07 -108 or 134
1300 Pennsylvania Avenue, NW
Washington, D.C., 20523-7700

1.14 PROGRAM INCOME (If Applicable)

The Recipient shall account for Program Income in Accordance with 22 CFR 226.24. Pursuant to 22 CFR 226.24(1), Program Income earned under this

Agreement shall be applied and used as additive to the Agreement to further Program objectives.

1.15 SPECIAL PROVISIONS

1. Hiring of Government of Indonesia (GOI) Employees

Honoraria may be paid to university employees and to members of research institutions, who are GOI employees solely by virtue of their position in a university or research institutions, carrying out project-related activities outside their normal duties where the normal practice of the GOI condones this type of additional work. [Only nominal and occasional payments of honoraria to other GOI employees under similar circumstances may be paid provided such payments are clearly for functions outside their normal duties and do not take place during normal working hours or otherwise conflict with official duties in which case they are not considered salary supplements. Frequent recurring payments are prohibited except for university and research institution employees.]

2. **Terrorist Financing** – 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 subcontracts/sub awards issued under this Agreement.

3. Foreign Government Delegations to International Conferences

Funds in this Agreement may not be used to finance the travel, per diem, hotel expenses, meals, conference 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

[\[http://www.info.usaid.gov/pubs/ads/300/refindx3.htm\]](http://www.info.usaid.gov/pubs/ads/300/refindx3.htm)" or as approved by the CTO.

4. USAID Disability Policy – Assistance (December 2004)

- (a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of

United States Government foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in

USAID policy, country and sector strategies, activity designs and implementation;

(2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies,

host country counterparts, governments, implementing organizations and other

donors in fostering a climate of nondiscrimination against people with disabilities;

and (4) to support international advocacy for people with disabilities. The full text

of the policy paper can be found at the following website: <http://www.usaid.gov/about/disability/DISABPOL.FIN.html>.

(b) USAID therefore requires that the Recipient not discriminate against people with disabilities in the implementation of USAID funded programs and that it make

every effort to comply with the objectives of the USAID Disability Policy in performing the program under this associate Cooperative Agreement. To that end

and to the extent it can accomplish this goal within the scope of the program objectives, the Recipient should demonstrate a comprehensive and consistent approach

for including men, women and children with disabilities.

5. REPORTING OF FOREIGN TAXES

(a) The Contractor must annually submit a report by April 16 of every year after award for the duration of the contract.

(b) Contents of Report. The reports must contain:

(1) Contractor name.

(2) Contact name with phone, fax and e-mail.

(3) Agreement number(s).

(4) 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.

- (5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes by a third party foreign government are not to be reported.
- (6) Any reimbursements received by the Contractor during the period in (iv) regardless of when the foreign tax was assessed plus, for the interim report, any reimbursements on the taxes reported in (iv) received by the Contractor through October 31 and for the final report, any reimbursements on the taxes reported in (iv) received through March 31.
- (7) The final report is an updated cumulative report of the interim report
- (8) Reports are required even if the Contractor did not pay any taxes during the report period.
- (9) Cumulative reports may be provided if the Contractor is implementing more than one program in a foreign country.
- (c) Definitions. For purposes of this clause:
- (1) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
 - (2) "Commodity" means any material, article, supply, goods, or equipment.
 - (3) "Foreign government" includes any foreign governmental entity.
 - (4) "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 Office of Financial Management, USAID/Indonesia,
- (e) Subagreements. The Contractor 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>.
6. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (January 2004)
- (1) The Recipient agrees to notify the Agreement Officer immediately upon learning that it or any of its principals:
- (a) Are presently excluded or disqualified from covered transactions by any Federal department or agency;
 - (b) Have been convicted within the preceding three-years period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery,

bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;

- (c) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b); and
 - (d) Have had one or more public transactions (Federal, State, or local) terminated for cause or default within the preceding three years.
- (2) The Recipient agrees that, unless authorized by the Agreement Officer, it will not knowingly enter into any subagreements or contracts under this grant with a person or entity that is included on the Excluded Parties List System (<http://epls.arnet.gov>). The Recipient further agrees to include the following provision in any subagreements or contracts entered into under this award: 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.
- (3) The policies and procedures applicable to debarment, suspension, and ineligibility under USAID-financed transactions are set forth in 22 CFR Part 208.
7. DRUG-FREE WORKPLACE (January 2004)
- (1) The Recipient agrees that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any Federal award. The statement must
- (a) Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - (b) Specify the actions the Recipient will take against employees for violating that prohibition; and
 - (c) Let each employee know that, as a condition of employment under any award, he or she (1) Must abide by the terms of the statement, and (2) 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.
- (2) The Recipient agrees that it will establish an ongoing drug-free awareness program to inform employees about
- (a) The dangers of drug abuse in the workplace;
 - (b) Your policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation and employee assistance programs; and

- (d) The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
- (3) 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.
- (4) 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.
- (5) Within 30 calendar days of learning about an employee's conviction, the Recipient must either
 - (a) Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - (b) Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- (6) The policies and procedures applicable to violations of these requirements are set forth in 22 CFR Part 210.

Attachment 2

PROGRAM DESCRIPTION

The Recipient will implement the “_____” as prescribed herein and in accordance with the terms and conditions of this Cooperative Agreement as addressed in the Recipient’s Technical Applications Section _____ dated _____.

Attachment 3

**MANDATORY STANDARD PROVISIONS FOR
U.S., NONGOVERNMENTAL RECIPIENTS**

I. MANDATORY STANDARD PROVISIONS FOR U.S. NONGOVERNMENTAL RECIPIENTS

1. APPLICABILITY OF 22 CFR PART 226 (May 2005)
2. INELIGIBLE COUNTRIES (MAY 1986)
3. NONDISCRIMINATION (MAY 1986)
4. NONLIABILITY (NOVEMBER 1985)
5. AMENDMENT (NOVEMBER 1985)
6. NOTICES (NOVEMBER 1985)
7. SUBAGREEMENTS (June 1999)
8. OMB APPROVAL UNDER THE PAPERWORK REDUCTION ACT
(December 2003)
9. USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (April 1998)
10. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
(January 2004)
11. DRUG-FREE WORKPLACE (January 2004)
12. EQUAL PROTECTION OF THE LAWS FOR FAITH-BASED AND COMMUNITY ORGANIZATIONS (February 2004)
13. IMPLEMENTATION OF E.O. 13224 -- EXECUTIVE ORDER ON TERRORIST FINANCING (March 2002)
14. MARKING UNDER USAID-FUNDED ASSISTANCE INSTRUMENTS
(December 2005)
15. REGULATIONS GOVERNING EMPLOYEES (AUGUST 1992)
16. CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY
(NOVEMBER 1985)
17. USE OF POUCH FACILITIES (AUGUST 1992)
18. INTERNATIONAL AIR TRAVEL AND TRANSPORTATION (JUNE 1999)
19. OCEAN SHIPMENT OF GOODS (JUNE 1999)
20. LOCAL PROCUREMENT (April 1998)
21. VOLUNTARY POPULATION PLANNING ACTIVITIES – MANDATORY REQUIREMENTS (MAY 2006)

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

1. NEGOTIATED INDIRECT COST RATES - PREDETERMINED (April 1998)
2. NEGOTIATED INDIRECT COST RATES - PROVISIONAL (Nonprofit) (April 1998)
3. NEGOTIATED INDIRECT COST RATE - PROVISIONAL (Profit) (April 1998)

4. PUBLICATIONS AND MEDIA RELEASES (MARCH 2006)
5. PARTICIPANT TRAINING (April 1998)
6. VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (JANUARY 2009)
7. TITLE TO AND CARE OF PROPERTY (COOPERATING COUNTRY TITLE) (NOVEMBER 1985)
8. PUBLIC NOTICES (MARCH 2004)
9. COST SHARING (MATCHING) (July 2002)
10. PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (JUNE 1999)
11. INVESTMENT PROMOTION (NOVEMBER 2003)
12. REPORTING OF FOREIGN TAXES (March 2006)
13. FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (January 2002)
14. ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (JULY 2004)
15. PROHIBITION ON THE USE OF FEDERAL FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF PROSTITUTION - ASSISTANCE (JULY 2004)
16. USAID DISABILITY POLICY - ASSISTANCE (DECEMBER 2004)

I. MANDATORY STANDARD PROVISIONS FOR U.S. NONGOVERNMENTAL RECIPIENTS

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 Grantees." Recipients are required to ensure compliance with monitoring procedures in accordance with OMB Circular A-133.

[END OF PROVISION]

2. INELIGIBLE COUNTRIES (MAY 1986)

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

[END OF PROVISION]

3. NONDISCRIMINATION (MAY 1986)

(This provision is applicable when work under the grant 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]

4. NONLIABILITY (NOVEMBER 1985)

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

[END OF PROVISION]

5. AMENDMENT (NOVEMBER 1985)

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

[END OF PROVISION]

6. NOTICES (NOVEMBER 1985)

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

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

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

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

[END OF PROVISION]

7. 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]

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

Information collection requirements imposed by this grant 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

Standard Provision Burden Estimate

Air Travel and Transportation 1 (hour)

Ocean Shipment of Goods .5

Patent Rights .5

Publications .5

Negotiated Indirect Cost Rates -
(Predetermined and Provisional) 1

Voluntary Population Planning .5

Protection of the Individual as a 1

Research Subject

22 CFR 226 Burden Estimate

22 CFR 226.40-.49 Procurement
of Goods and Services 1

22 CFR 226.30 - .36

Property Standards 1.5

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]

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.

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

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

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

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

currencies are not readily available to finance the procurement of such materials, local language versions may be procured from the following sources, in order of preference:

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

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

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

[END OF PROVISION]

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;
- (2) Have been convicted within the preceding three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- (3) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b); and
- (4) Have had one or more public transactions (Federal, State, or local) terminated for cause or default within the preceding three years.

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

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

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

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

[END OF PROVISION]

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]

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]

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]

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 landmark, with the tagline that clearly communicates that our assistance is “from the American people.” The USAID Identity is available on the USAID website at www.usaid.gov/branding and USAID provides it without royalty, license, or other fee to Recipients of USAID-funded grants, or Cooperative Agreements, or other assistance awards

(b) Marking of Program Deliverables

(1) All Recipients must mark appropriately all overseas programs, projects, activities, public communications, and commodities partially or fully funded by a USAID grant or Cooperative Agreement or other assistance award or subaward with the USAID Identity, of

a size and prominence equivalent to or greater than the Recipient's, other donor's, or any other third party's identity or logo.

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

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

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

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

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

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

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

(9) SubRecipients. To ensure that the marking requirements "flow down" to subRecipients of subawards, Recipients of USAID funded grants and Cooperative Agreements or other assistance awards will include the USAID-approved marking provision in any USAID funded subaward, as follows:

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

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

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

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

(c) Implementation of marking requirements.

(1) When the grant or Cooperative Agreement contains an approved Marking Plan, the Recipient will implement the requirements of this provision following the approved Marking Plan.

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Waivers.

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

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

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

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

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

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

[END OF PROVISION]

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 grant.

- b. The sale of personal property or automobiles by Recipient employees and their dependents in the foreign country to which they are assigned shall be subject to the same limitations and prohibitions which apply to direct-hire USAID personnel employed by the Mission, including the rules contained in 22 CFR Part 136, except as this may conflict with host government regulations.
- c. Other than work to be performed under this award for which an employee is assigned by the Recipient, no employee of the Recipient shall engage directly or indirectly, either in the individual's own name or in the name or through an agency of another person, in any business, profession, or occupation in the foreign countries to which the individual is assigned, nor shall the individual make loans or investments to or in any business, profession or occupation in the foreign countries to which the individual is assigned.
- d. The Recipient's employees, while in a foreign country, are expected to show respect for its conventions, customs, and institutions, to abide by its applicable laws and regulations, and not to interfere in its internal political affairs.
- e. In the event the conduct of any Recipient employee is not in accordance with the preceding paragraphs, the Recipient's chief of party shall consult with the USAID Mission Director and the employee involved and shall recommend to the Recipient a course of action with regard to such employee.
- f. The parties recognize the rights of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this grant award of any third country national when, in the discretion of the Ambassador, the interests of the United States so require.
- g. If it is determined, either under (e) or (f) above, that the services of such employee should be terminated, the Recipient shall use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.

[END OF PROVISION]

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]

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 grantee 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]

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 travelling. These Notices are available to the general public and may be obtained directly from the State Department, or via Internet.

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

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

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

e. THE FLY AMERICA ACT

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

f. COST PRINCIPLES

The Recipient will be reimbursed for travel and the reasonable cost of subsistence, post differentials and other allowances paid to employees in international travel status in accordance with the Recipient's applicable cost principles and established policies and practices which are uniformly applied to federally financed and other activities of the grantee.

If the Recipient does not have written established policies regarding travel costs, the standard for determining the reasonableness of reimbursement for overseas allowance will be the Standardized Regulations (Government Civilians, Foreign Areas), published by the U.S. Department of State, as from time to time amended. The most current subsistence, post differentials, and other allowances may be obtained from the Agreement Officer.

g. SUBAWARDS.

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

[END OF PROVISION]

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 grantee may request a determination of non-availability from the USAID Transportation Division, Office of Procurement, Washington, D.C. 20523, giving the basis for the request which will relieve the grantee of the requirement to use U.S. flag vessels for the amount of tonnage included in the determination. Shipments made on non-free world ocean vessels are not reimbursable under this grant.
- d. The Recipient shall send a copy of each ocean bill of lading, stating all of the carrier's charges including the basis for calculation such as weight or cubic measurement, covering a shipment under this agreement to:
U.S. Department of Transportation,
Maritime Administration, Division of National Cargo,
400 7th Street, S.W.,
Washington, DC 20590, and
U.S. Agency for International Development,
Office of Procurement, Transportation Division
1300 Pennsylvania Avenue, N.W.
Washington, DC 20523-7900
- e. Shipments by voluntary nonprofit relief agencies (i.e., PVOs) shall be governed by this standard provision and by USAID Regulation 2, "Overseas Shipments of Supplies by Voluntary Nonprofit Relief Agencies" (22 CFR Part 202).
- f. Shipments financed under this grant must meet applicable eligibility requirements set out in 22 CFR 228.21.
- [END OF PROVISION]

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.

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

[END OF PROVISION]

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 PROVISION]

[END OF MANDATORY PROVISIONS]

**Required As Applicable
Standard Provisions for
U.S., Nongovernmental Recipients**

The following standard provisions are required to be used when applicable. Applicability statements are contained in the parenthetical statement preceding the standard provision. When a standard provision is determined to be applicable in accordance with the applicability statement, the use of such standard provision is mandatory unless a deviation has been approved in accordance with ADS 303.3.4.

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

1. NEGOTIATED INDIRECT COST RATES - PREDETERMINED (April 1998)

APPLICABILITY: This provision is applicable to educational or nonprofit institutions whose indirect cost rates under this award are on a predetermined basis.

NEGOTIATED INDIRECT COST RATES - PREDETERMINED (April 1998)

- a. The allowable indirect costs shall be determined by applying the predetermined indirect cost rates to the bases specified in the schedule of this 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 predetermined 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, the proposed predetermined 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 predetermined 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 an indirect cost rate agreement signed by both parties. Such agreement is automatically incorporated into this award and shall specify (1) the agreed upon predetermined rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the specific items treated as direct costs. The indirect cost rate agreement shall not change any monetary ceiling, award obligation, or specific cost allowance or disallowance provided for in this award.
 - e. Pending establishment of predetermined indirect costs rates for any fiscal year, the Recipient shall be reimbursed either at the rates fixed for the previous fiscal year or at billing rates acceptable to the USAID Agreement Officer, subject to appropriate adjustment when the final rates for the fiscal year or other period are established.
- [END OF PROVISION]

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

APPLICABILITY: This provision is applicable to any nonprofit organizations whose indirect cost rates under this award are on a provisional basis.

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

- a. Provisional indirect cost rates shall be established for each of the Recipient's accounting periods during the term of this award. Pending establishment of revised provisional or final

rates, allowable indirect costs shall be reimbursed at the rates, on the bases, and for the periods shown in the schedule of the award.

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

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

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

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

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

[END OF PROVISION]

3. NEGOTIATED INDIRECT COST RATE - PROVISIONAL (Profit) (April 1998)

APPLICABILITY: This provision applies to for-profit organizations whose indirect cost rates under this award are on a provisional basis.

NEGOTIATED INDIRECT COST RATE - PROVISIONAL (Profit) (April 1998)

a. Provisional indirect cost rates shall be established for 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 this award. Indirect cost rates and the appropriate bases shall be established in accordance with FAR Subpart 42.7.

b. Within six months after the close of the Recipient's fiscal year, the Recipient shall submit to the cognizant agency for audit the 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 three copies of the proposed final indirect cost rates and supporting cost data, to the Overhead, Special Costs, and Closeout Branch, Office or

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

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

d. The results of each negotiation shall be set forth in an 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 rates 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]

4. PUBLICATIONS AND MEDIA RELEASES (MARCH 2006)

APPLICABILITY: This provision is applicable when publications are financed under the award.

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]

5. PARTICIPANT TRAINING (April 1998)

APPLICABILITY: This provision is applicable when any participant training is financed under the award.

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]

***6. VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (JANUARY 2009)**

APPLICABILITY: This provision is applicable to all awards involving any aspect of voluntary population planning activities.

VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (JANUARY 2009)

a. Voluntary Participation and Family Planning Methods:

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

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

b. Requirements for Voluntary Family Planning Projects

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

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

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

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

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

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

information in accordance with the medical practices and standards and health conditions in the country where the project is conducted through counseling, brochures, posters, or package inserts.

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

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

(9) The Recipient shall notify USAID when it learns about an alleged violation in a project of the requirements of subparagraphs (3), (4), (5) or (7) of this paragraph;

the Recipient shall investigate and take appropriate corrective action, if necessary, when it learns about an alleged violation in a project of subparagraph (6) of this paragraph and shall notify USAID about violations in a project affecting a number of people over a period of time that indicate there is a systemic problem in the project.

The Recipient shall provide USAID such additional information about violations as USAID may request.

c. Additional Requirements for Voluntary Sterilization Programs

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

(2) The Recipient shall ensure that any surgical sterilization procedures supported in whole or in part by funds from this award are performed only after the individual has voluntarily appeared at the treatment facility and has given informed consent to the sterilization procedure. Informed consent means the voluntary, knowing assent from the individual after being advised of the surgical procedures to be followed, the attendant discomforts and risks, the benefits to be expected, the availability of alternative methods of family planning, the purpose of the operation and its irreversibility, and the option to withdraw consent anytime prior to the operation. An individual's consent is considered voluntary if it is based upon the exercise of free choice and is not obtained by any special inducement or any element of force, fraud, deceit, duress, or other forms of coercion or misrepresentation.

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

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

d. Prohibition on Abortion-Related Activities:

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

(2) No funds made available under this award will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.

*e. The Recipient shall insert this provision in all subsequent subagreements and contracts involving family planning or population activities that will be supported in whole or in part from funds under this award. The term subagreement means subgrants and subcooperative agreements.

[END OF PROVISION]

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

APPLICABILITY: This provision is applicable to property titled in the name of the cooperating country or such public or private agency as the cooperating country government may designate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) recording of work accomplished under the program:

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

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

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

d. Risk of Loss:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

f. Final Accounting and Disposition of Cooperating Country Property: Within 90 days after completion of this award, or at such other date as may be fixed by the Agreement Officer, the Recipient shall submit to the Agreement Officer an inventory schedule covering all items of equipment, materials and supplies under the Recipient's custody, title to which is in the cooperating country or public or private agency designated by the cooperating country, which have not been consumed in the performance of this award. The Recipient shall also indicate what disposition has been made of such property.

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

[END OF PROVISION]

8. PUBLIC NOTICES (MARCH 2004)

APPLICABILITY: This provision is applicable when the cognizant Activity Manager or SO Team determines that the award is of public interest and requests that the provision be included in the award.

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]

9. COST SHARING (MATCHING) (July 2002)

APPLICABILITY: This provision, along with 22 CFR 226, is applicable when the Recipient has agreed or is required to cost share or provide a matching share.

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]

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

APPLICABILITY: This provision is applicable where performance of the award will take place in "Covered" Countries, as described in ADS 206 (see 206.5.3)

PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (JUNE 1999)

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

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

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

c. (1) The Recipient agrees not to disburse, or sign documents committing the Recipient to disburse, funds to a subRecipient designated by USAID ("Designated SubRecipient") until advised by USAID that: (i) any United States Government review of the Designated SubRecipient and its key individuals has been completed; (ii) any related certifications have been obtained; and (iii) the assistance to the Designated SubRecipient has been approved. Designation means that the subRecipient has been unilaterally selected by

USAID as the subRecipient. USAID approval of a subRecipient, selected by another party, or joint selection by USAID and another party is not designation.

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

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

[END OF PROVISION]

11. INVESTMENT PROMOTION (NOVEMBER 2003)

APPLICABILITY: The following clause is required for grants and Cooperative Agreements when the program includes gray-area activities or investment-related activities where specific activities are not identified at the time of obligation but could be for investment-related activities, as described in ADS 225 (see 225.3.1.8)

INVESTMENT PROMOTION (NOVEMBER 2003)

a. Except as specifically set forth in this award or otherwise authorized by USAID in writing, no funds or other support provided hereunder may be used for any activity that involves investment promotion in a foreign country.

b. In the event the Recipient is requested or wishes to provide assistance in the above area or requires clarification from USAID as to whether the activity would be consistent with the limitation set forth above, the Recipient must notify the Agreement Officer and provide a detailed description of the proposed activity. The Recipient must not proceed with the activity until advised by USAID that it may do so.

c. The Recipient must ensure that its employees and sub-Recipients and contractors providing investment promotion services hereunder are made aware of the restrictions set forth in this clause and must include this clause in all contracts and other sub-agreements entered into hereunder.

[END OF PROVISION]

12. REPORTING OF FOREIGN TAXES (March 2006)

APPLICABILITY: This provision is applicable to all USAID agreements that obligate or subobligate FY 2003 or later funds except for agreements funded with Operating Expense, Pub. L. 480 funds, or trust funds, or agreements where there will be no commodity transactions in a foreign country over the amount of \$500.

REPORTING OF FOREIGN TAXES (March 2006)

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

b. Contents of Report. The report must contain:

- (i) Contractor/Recipient name.
- (ii) Contact name with phone, fax and email.
- (iii) Agreement number(s).
- (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
- (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
- (vi) Any reimbursements received by the Recipient during the period in (iv) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (iv) received through March 31.
- (vii) Report is required even if the Recipient did not pay any taxes during the report period.
- (viii) Cumulative reports may be provided if the Recipient is implementing more than one program in a foreign country.
- c. Definitions. For purposes of this clause:
- (i) "Agreement" includes USAID direct and country contracts, grants, Cooperative Agreements and interagency agreements.
- (ii) "Commodity" means any material, article, supply, goods, or equipment.
- (iii) "Foreign government" includes any foreign governmental entity.
- (iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.
- d. Where. Submit the reports to: [insert address and point of contact at the Embassy, Mission or FM/CMP as appropriate. see b. below] [optional with a copy to]
- e. Subagreements. The Recipient must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements.
- f. For further information see <http://www.state.gov/m/rm/c10443.htm>.
- [END OF PROVISION]

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

APPLICABILITY: Include this provision in agreements funded from the following accounts:

- Development Assistance, including assistance for sub-Saharan Africa,
- Child Survival and Disease Programs Fund, and
- Micro and Small Enterprise Development Program Account.

FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (January 2002)

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

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

[END OF PROVISION]

14. ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (JULY 2004)

APPLICABILITY: This provision must be included in any Request for Application (RFA) or Annual Program Statement (APS) that could lead to a grant or Cooperative Agreement for activities related to human trafficking funded from any year program resources.

ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (JULY 2004)

The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this agreement may be used to promote, support or advocate the legalization or practice of prostitution. Nothing in the preceding sentence shall be construed to preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked. Foreign organizations, whether prime or subRecipients, that receive U.S. Government funds to fight trafficking in persons cannot promote, support or advocate the legalization or practice of prostitution when they are engaged in overseas activities. The preceding sentence shall not apply to organizations that provide services to individuals solely after they are no longer engaged in activities that resulted from such victims being trafficked.

[END OF PROVISION]

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

APPLICABILITY: This provision must be included in any grant or Cooperative Agreement that uses funds made available for activities related to human trafficking funded from any year program resources.

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

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

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

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

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

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

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

(A) sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(B) the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(C) The Recipient shall insert this provision in all sub-agreements under this award.

(D) This provision includes express terms and conditions of the agreement and any violation of it shall be grounds for unilateral termination, in whole or in part, of the agreement by USAID prior to the end of its term.

[END OF STANDARD PROVISION]

16. USAID DISABILITY POLICY - ASSISTANCE (DECEMBER 2004)

APPLICABILITY: This provision must be included in Request for Applications (RFAs), and in awards.

USAID DISABILITY POLICY - ASSISTANCE (DECEMBER 2004)

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

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

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

[END OF PROVISION]

[END OF STANDARD PROVISIONS]