

**USAID Avian and Pandemic Influenza and  
Zoonotic Disease Program**

**PREDICT**

**Request for Applications (RFA)**

**Posting Date: June 15, 2009**

**RFA Number: USAID/M/OAA/GH/HSR-09-877**

**Information Submission Closing Date:  
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 FY- 2009 USAID Avian and Pandemic Influenza and Zoonotic Disease Program

The United States Agency for International Development (USAID) Bureau for Global Health, Office of Health, Infectious Disease and Nutrition (GH/HIDN) anticipates entering into a Cooperative Agreement under its Avian and Pandemic Influenza and Zoonotic Disease Program. This activity, entitled PREDICT is described in Section I of this RFA.

To this end, USAID is seeking applications from eligible institutions as described in Section III of the RFA, Eligibility Requirements.

For the purposes of this RFA, the term "Grant" is synonymous with "Cooperative Agreement"; "Grantee" is synonymous with "Recipient"; and "Grant Officer" is synonymous with "Agreement Officer".

The authority for the RFA is found in the Foreign Assistance Act of 1961, as amended.

Pursuant to 22 CFR 226.81, it is USAID policy not to award profit under assistance instruments. However, all reasonable, allocable and allowable expenses, both direct and indirect, which are related to the agreement 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.

For the purposes of this program, this RFA is being issued and consists of this cover letter and the following:

1. Section I Program Description;
2. Section II Award and Administration Information;
3. Section III Eligibility Requirements;
4. Section IV Cooperative Agreement Application Format;

5. Section V Selection Criteria Information;
6. Section VI Standard Provisions;
7. Section VII Certificates, Assurances, and Other Statements of Recipient

The preferred method of distribution of USAID RFA information is via the Internet. This RFA and any future amendments can be downloaded from <http://www.grants.gov>.

Applications 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. No late applications will be accepted.

Applications submitted via mail or courier service shall be submitted in two separate parts and delivered in two separate envelopes: (a) technical and (b) cost or business application. The technical application shall consist of one (1) original, five (5) copies and an electronic (CD-ROM) copy. The cost or business application shall also consist of one (1) original, two (2) copies and an electronic (CD-ROM) copy. Applications shall be submitted with the name and address of the applicant and RFA # (referenced above) inscribed thereon, to:

**(By Mail)**

U.S. Agency for International Development  
Attn: Patricia E. Bradley  
Agreement Specialist  
RRB 7.09-094, M/OAA/GH/HSR  
1300 Pennsylvania Avenue, NW  
Washington, D.C. 20523-3700

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1300 Pennsylvania Avenue, NW  
Ronald Reagan Building, 14<sup>th</sup> Street Entrance  
Washington, DC 20523-3700  
Please use the phone at the visitor's desk to contact:  
**Ms. Patricia E. Bradley, Ext. 2-5421**

**Applications submitted via fax or email will not be accepted.** Applicants should retain for their records one copy of all enclosures which accompany their application.

The federal grant process is now web-enabled, allowing for applications to be received on-line on the grants.gov website, <http://www.grants.gov>. USAID bears no responsibility for data errors resulting from transmission or conversion processes associated with electronic submissions. Instructions for submitting applications on-line can be found under Section V, Application and Submission Instructions. Hard copies are acceptable in addition to on-line applications but not required.

USAID reserves the right to fund any or none of the applications submitted in response to this RFA. Awards will be made subject to the availability of funds. This FY 2009 RFA does not commit USAID to funding a specific number of applications.

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. Further, the Government reserves the right to reject any or all applications received. In addition, final award of any resultant grant(s) 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.

Any prospective applicant who **has questions concerning the contents of this RFA** should submit them **in writing** to **Patricia E. Bradley** at [pbradley@usaid.gov](mailto:pbradley@usaid.gov) and a copy to myself at [bbaltas@usaid.gov](mailto:bbaltas@usaid.gov) by **4:30 PM EST on June 22, 2009**. Any additional information regarding this RFA will be furnished through an amendment to this RFA.

Thank you for your interest in USAID programs.

Sincerely,

A handwritten signature in black ink, appearing to read "Bruce Baltas". The signature is fluid and cursive, with a stylized "B" and "B".

Bruce Baltas  
Agreement Officer  
USAID

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**ABBREVIATIONS AND ACRONYMS**

AFENET	African Field Epidemiology Network
AIMEBA	Avian Influenza Monitoring, Evaluation, and Budget
Analysis	
AOTR	Agreement Officer's Technical Representative
API	Avian and Pandemic Influenza
CDC	Centers for Disease Control and Prevention
CA	Cooperating Agency
DOD	US Department of Defense
DOS	US Department of State
FAO	The Food and Agriculture Organization
GH/HIDN and Nutrition	Global Health, Office of Health, Infectious Disease, and Nutrition
HHS	US Department of Health and Human Services
HIV	Human Immunodeficiency Virus
H5N1	Highly Pathogenic Avian Influenza
NGO	Non-Governmental Organization
OIE	Organization for Animal Health
OWOH	One World One Health
RFA	Request for Application
RFI	Request for Information
TIGER Response	The International Group for Epidemiology and Response
UNICEF	The United Nations Children's Fund
USAID	United States Agency for International Development
USDA	United States Department of Agriculture
WHO	The World Health Organization

**SECTION I: PROGRAM DESCRIPTION****USAID AVIAN AND PANDEMIC INFLUENZA AND ZOOONOTIC DISEASE PROGRAM****PREDICT****A. INTRODUCTION**

The U.S. Agency for International Development (USAID) has been a major leader in the global response to the emergence and spread of highly pathogenic avian influenza (HPAI). Since mid-2005, USAID has programmed \$543 million to build capacities in more than 50 countries for monitoring the spread of HPAI among wild bird populations, domestic poultry, and humans, and to mount a rapid and effective containment of the virus when it is found. Recent analyses indicate that these efforts have contributed to significant downturns in reported poultry outbreaks and human infections, and a dramatic reduction in the number of countries affected. At the peak of its spread in 2006, HPAI had been reported in 53 countries across three continents<sup>1</sup>. By the end of 2008, however, the number of countries affected had shrunk to 20; five of these countries, four of which were in Asia, accounted for more than 80% of all reported outbreaks<sup>2</sup>. Although these apparent successes are significant, HPAI remains a serious threat: it continues to spread in poultry, the mortality rate among infected humans remains above 60%<sup>3</sup>, new genetic variants continue to emerge<sup>4</sup>, and the potential for it to again spread rapidly across the globe remains.

Considering these factors, it is critical that USAID and its global partners maintain vigilance in the fight against HPAI. At the same time, the successes in Africa, Europe and Eurasia, and large parts of Asia in containing the spread of HPAI suggest an opportunity for USAID to begin rethinking its current “emergency” focus on the H5N1 virus in favor of a transitional strategy that addresses the broader threats posed by other emergent diseases of animal origin (also known as “zoonotic” diseases). The emergence of the HPAI H5N1 virus in the mid-1990s was part of a broader dynamic that has given rise to a stream of new and increasingly deadly zoonotic diseases. Of these new zoonotic diseases, nearly three-quarters have been caused by pathogens originating in wildlife<sup>5</sup>, for example, SARS, which emerged in Guangdong Province, China; Nipah virus in Perak State, Malaysia; and HIV in Central Africa. Domestic animals, which are the other major source of zoonotic pathogens, account for approximately 20% of all new zoonotic

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<sup>1</sup> OIE: Avian Influenza: Facts and Figures 2003-2009

<sup>2</sup> Andrew Clements, (2009): Unpublished analysis of OIE reports

<sup>3</sup> Andrew Clements, (2009): Unpublished analysis of WHO data

<sup>4</sup> Tien Dung Nguyen et al (2008): *Multiple Sublineages of Influenza A Virus (H5N1), Vietnam, 2005–2007: Emerging Infectious Diseases*: Vol 14:4

<sup>5</sup> Kate Jones et al (2008): *Global trends in emerging infectious diseases*: Nature, Vol 451:21

diseases. RNA viruses like the highly pathogenic H5N1 influenza virus are the most common pathogens, owing to their high rates of mutation and their higher capacity to adapt to new hosts.

The convergence of people, animals and our environment has led to a growing consensus among the scientific and public health communities that the emergence of new, deadly zoonotic disease threats will increase steadily in the coming decades. As evidenced by HPAI and SARS before it, the speed with which these diseases can spread across the increasingly interconnected globe puts a premium on identification and launch of rapid containment and response as early as possible when new diseases emerge. Driven by these growing concerns public- and animal-health professionals, conservationists and ecologists have recently formulated a new global health paradigm, called “One World One Health”™ (OWOH)<sup>6</sup>, which identifies the future well-being of humans, animals and the environment as inextricably linked.

USAID has adopted a strategic approach that, while consistent with the OWOH™ concept, specifically draws on the current USAID package of cross-sectoral investments to combat HPAI to address the broader threats of other emergent zoonotic diseases. The explicit **objective of this approach is to pre-empt or combat, at their source, the first stages of the emergence of zoonotic diseases that pose a significant threat to public health.** To be successful, this approach will require a significant improvement in the capacity of countries to identify candidate pathogens while they are still limited to circulating among non-human hosts. In addition, the countries most likely affected must have the capacity to mount rapid containment at the point of emergence. Ultimately, the success of these efforts will be measured by the ability to detect and respond early to not only acute diseases like Ebola Hemorrhagic Fever and influenzas, where the time lag between infection and illness is measured in days, but also to the emergent diseases where this gap can span decades, as is the case for HIV.

To build upon investments made in response to HPAI threat, five lines of work surface: (1) Expansion of current surveillance of wild birds to more broadly address the role played by wildlife in facilitating the emergence and spread of new pathogens; (2) enhancement of field epidemiological training for relevant animal- and human-health teams to address the threat posed by other newly emergent zoonotic diseases in addition to HPAI; (3) strengthened support for animal- and public-health diagnostic laboratories to more fully address a broader array of infectious disease threats; (4) broaden ongoing behavior change and communications efforts to prevent H5N1 transmission from poultry to humans to include potential transmission of other emergent wildlife pathogens; and, (5) expand our support for simulations and field tests of national, regional and local pandemic preparedness plans to include threats posed by other zoonotic disease threats. USAID will use a “risk-based” strategy discussed in this paper to target its package of

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<sup>6</sup> *Contributing to One World, One Health: A Strategic Framework for Reducing Risk of Infectious Diseases at the Animal-Human-Ecosystem Interface*, [FAO/OIE/WHO/UNICEF/UNSIC/World Bank](#), October 14, 2008

interventions towards those places, populations, times or situations where the risk of zoonotic disease emergence is greatest and the likelihood of impacting on it is highest.

## B. BACKGROUND

Over the past several decades, many previously unknown human infectious diseases have emerged from animal reservoirs, including agents such as human immunodeficiency virus (HIV), Ebola Hemorrhagic Fever virus, Nipah virus, and Hanta virus. In fact, more than three-quarters of new, emerging, or re-emerging human diseases at the beginning of the 21<sup>st</sup> century have been caused by pathogens originating from animals or animal products<sup>5</sup>. These newly emergent threats, such as the Ebola and Marburg outbreaks in Central Africa<sup>7</sup> or the 2003 outbreak of SARS in East Asia<sup>8</sup>, frequently appear suddenly and spread quickly, and after a brief time they often disappear almost as quickly as they appeared. Other newly emergent diseases, such as the HIV virus, have emerged less dramatically and have proven far more robust in their ability to survive and infect over long periods of time.

Multiple factors contribute to the emergence of new zoonotic infectious diseases, particularly the increased interaction between human and animal populations driven by growth in human population, new trends in animal production practices, changing patterns of wildlife populations, human intrusion on new ecosystems, and transborder mobility of humans, animals, food and feed products. A wide variety of animal species, both wild and domesticated, can serve as reservoirs for these pathogens.

While new global markets have created unprecedented economic opportunities and growth, the health risks of our increasingly interconnected world continue to grow. Over the past century, notable reminders of just how vulnerable the world is to the growing risk of emerging zoonotic diseases include the 1918 influenza pandemic, which was caused by an influenza virus that initially jumped from birds to humans and killed over 50 million people<sup>9</sup> globally; HIV, which originated as a simian virus and now infects more than 33 million individuals<sup>10</sup>; and the more recent threats posed by SARS and the HPAI H5N1 virus. Increasingly, all populations are vulnerable to new diseases emerging in other countries; it is in our collective interest to strengthen the capacity of all high-risk countries to prevent the emergence and spread of these new disease threats.

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<sup>5</sup> Kate Jones et al (2008): *Global trends in emerging infectious diseases*: Nature, Vol 451.21

<sup>7</sup> *Ebola and Marburg Hemorrhagic Fevers: African Hemorrhagic Fever* (2008): The Center for Food Security and Public Health, Iowa State University: Update December 19, 2008

<sup>8</sup> David D. Bell (2004): *Public Health Interventions and SARS spread, 2003*: Emerging Infectious Diseases 2004:10(11):1900-6

<sup>9</sup> Jeffery K. Taubenberger and David M. Morens (2006): *1918 Influenza: the Mother of All Pandemics*: Emerging Infectious Diseases: 12(1)

<sup>10</sup> UNAIDS/WHO Global HIV/AIDS on-line database (2009)

Recent studies suggest that in a global pandemic caused by a virus similar to the one that caused the 1918 pandemic, a quarter of the world's population would be infected and between 51-81 million people would die, with the toll in the United States exceeding 400,000 casualties<sup>11</sup>. Related studies also forecast that the toll on the world's economy would exceed \$4 trillion and result in a five percent loss of GDP in the United States<sup>12</sup>. Even short-lived outbreaks of recent zoonotic diseases have been devastating; SARS in 2003, for example, cost the economies of East Asia an estimated \$50 billion<sup>13</sup>. While no one can predict with any certainty when the next global pandemic will occur, historical records spanning the past 300 years show a cycle of a global pandemics every 30-40 years<sup>14</sup>. Mindful of this threat, having in place capacities for early detection of and rapid response to new emergent disease threats will be central to minimizing their potential impact on our social and economic well-being.

### Emerging Infectious Diseases and the Threat Posed by “Zoonotics”

Among the 1,461 pathogens recognized to cause of diseases in humans, nearly 60% are of animal origin<sup>15</sup>. An analysis of the more than 300 infectious diseases that have emerged since 1940<sup>5</sup>, shows that more than 65% were caused by zoonotic pathogens. Of these new infectious diseases, nearly three-quarters have emerged from a limited number of agents of wildlife origin, with bats (the Corona virus, responsible for SARS, and the Nipah virus), rodents (Hanta virus) and non-human primates (HIV) serving as the most frequently implicated hosts for spread of new infectious agents to humans.

The other major source of zoonotic pathogens, domestic animals, has been shown to account for approximately 20% of all new zoonotic diseases<sup>5</sup>. Viral pathogens, especially avian RNA viruses like HPAI H5N1, were the principal pathogens identified. Due to their often high rates of nucleotide substitution, poor mutation error-correction ability, and their higher capacity to adapt to new hosts, including humans, they have proven particularly deadly.

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<sup>11</sup> Christopher J. Murray et al (2006): *Estimation of Potential Global Pandemic Influenza Mortality on the Basis of Vital Registry Data from the 1918-1920 Pandemic: A Quantitative Analysis*: The Lancet: 368:2211-18

<sup>12</sup> Congressional Business Office (2006): *A Potential Influenza Pandemic: Possible Macroeconomic Effects and Policy Issues*

<sup>13</sup> Asia Development Bank (2003): *Assessing the Impact and Cost of SARS in Developing Asia*: Asia Development Outlook 2003 Update, Hong Kong, China, Oxford University Press for the Asia Development Bank

<sup>14</sup> David M. Morens and Anthony S. Fauci (2007): *The 1918 Influenza Pandemic: Insights for the 21<sup>st</sup> Century*: Journal of Infectious Diseases: 195:1018-1028

<sup>15</sup> E.F. Torrey and R.H. Yolkan (2005): *Beasts on the Earth*: New Brunswick, J.J., Rutgers University Press

<sup>5</sup> Kate Jones et al (2008): *Global trends in emerging infectious diseases*: Nature, Vol 451.21

While the emergences of new zoonotic infectious diseases are difficult to forecast, a strong enough pattern has been established to instill confidence that the regular appearance of new infectious diseases or syndromes is virtually inevitable. Recent studies have indicated that the number of new zoonotic diseases has been steadily increasing over the past several decades<sup>16</sup>. As such, unless measures are put in place for more effective detection and control of new emerging disease threats, their economic and human toll over the coming decades could prove unprecedented.

### “Drivers” of Emergence

Until recently our understanding of the process of diseases emergence has been poor. Advances in understanding the risk factors for their emergence and the environmental factors that drive them, however, has led to the following observations<sup>17</sup>: the risk for emergence of new zoonotic agents from wildlife depends largely on three factors, (1) the diversity of wildlife microbes in a region (the “zoonotic pool”); (2) the effects of environmental change on the prevalence of pathogens in wild populations; and (3) the frequency of human and domestic animal contact with wildlife reservoirs of potential zoonoses.

The emergence of a successful zoonotic pathogen such as SARS or HIV requires three steps<sup>17</sup>. First the pathogen must be successfully transmitted between a wild reservoir and humans or their domestic animals. Several recently emerging zoonoses have achieved this stage without further transmission, e.g. Hendra virus. Second, the pathogen must be directly transmitted between humans. Finally, the pathogen must move from a local epidemic into the global population. Understanding and predicting the global emergence of pathogens require knowledge of the drivers of each of these steps.

Evidence suggests that many pathogens are transmitted between their animal reservoirs and humans but fail to be transmitted efficiently from human-to-human. However, there is some concern that repeated transmission of nonhuman viruses to humans, such as the H5N1 virus, most of which results in no human-to-human transmission, will increase the diversity of viruses and sequence variants moving into humans<sup>17</sup>. This situation, could in turn, increase the probability of transmission of a pathogen that can successfully replicate, and ultimately increase the ability of a human-adapted virus to emerge. Minimizing the opportunity for repeated transmission of nonhuman viruses to humans will be critical to pre-empting the emergence of new zoonotic pathogens.

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<sup>16</sup> Woolhouse MEJ, Dye C, eds. (2001): *Population biology of emerging and re-emerging pathogens: Philosophical Transactions of the Royal Society for Biological Sciences*, 2001, 356:981--982

<sup>17</sup> Nathan D. Wolfe et al (2005): *Bushmeat Hunting: Deforestation, and Prediction of Zoonotic Disease Emergence: Emerging Infectious Diseases: Vol 11: 12:1822-1827*

One example of how wildlife is increasingly a source of new infections comes from the consumption of “bush meat” in sub-Saharan Africa<sup>18</sup>. In this region, people are increasingly turning to wild animals to meet their nutritional needs, particularly in the face of growing food insecurity. In the Congo Basin, this trend has fueled an increase in outbreaks of zoonotic diseases such as Ebola Hemorrhagic Fever. Ebola, like the HIV virus that causes AIDS, passes into the human population through contact with blood from infected primates, such as gorillas and chimpanzees, as well as other primates like monkeys, which regularly form part of the bush-meat trade. The consumption of bush meat is particularly acute across west and central Africa where there are still large equatorial forests with up to five million tonnes of bush meat consumed annually. The multi-billion dollar bush meat industry is a key contributor to local economies throughout the developing world. It is also among the most immediate threats to tropical wildlife.

In contrast, the emergence of zoonotic diseases from domesticated animals is predicted by a combination of animal population density, farming practices, human population density and human population growth. The explosion in poultry produced across Asia since the 1970s has been a key factor in the rapid spread of HPAI virus among domesticated animals in recent years. China typifies the dramatic changes in poultry production. In 1969, an estimated 500 million poultry were being raised in China to feed a population of 750 million. To meet the growing human population, increased household wealth, and a corresponding rise in demand for animal protein, the number of poultry had risen to 15 billion<sup>19</sup> by 2000. In China, this dramatic increase in poultry farming has taken place largely on non-industrial farms following traditional animal husbandry practices, particularly those involving the informal animal-production sector of “backyard farmers”. This sector is largely unregulated and biosecurity is low. High human and poultry population densities, coupled with the employment of poor farming practices, have proven a lethal combination in facilitating the rapid spread of poultry diseases such as HPAI over the past few years, not only in China but also in other countries and regions with similar profiles. As a consequence, new zoonotic threats of domestic animal origin, such as HPAI and the more recent H9N2 avian influenza virus, have arisen with increasing frequency. Given that the demand for animal-based protein is expected to increase by 50% by 2020<sup>20</sup>, there is a greater risk for past trends to continue, further fueling conditions for increased emergence of new disease threats.

### Using Risk-based Forecasting for Early Detection of Rare Events

Even as the risk of new zoonotic diseases is increasing, their emergences remain relatively rare whose occurrences have proven difficult to predict. One of the biggest obstacles to early detection of these diseases is the lack of sufficient, sensitive surveillance capacity geared toward rapid and reliable detection of highly unusual

<sup>18</sup> H.E. Eves et al. (2002) : The Bushmeat Crises Taskforce Collaboration Across Sectors and Continents to Address the Bushmeat Crisis: *Communique*, November 2002

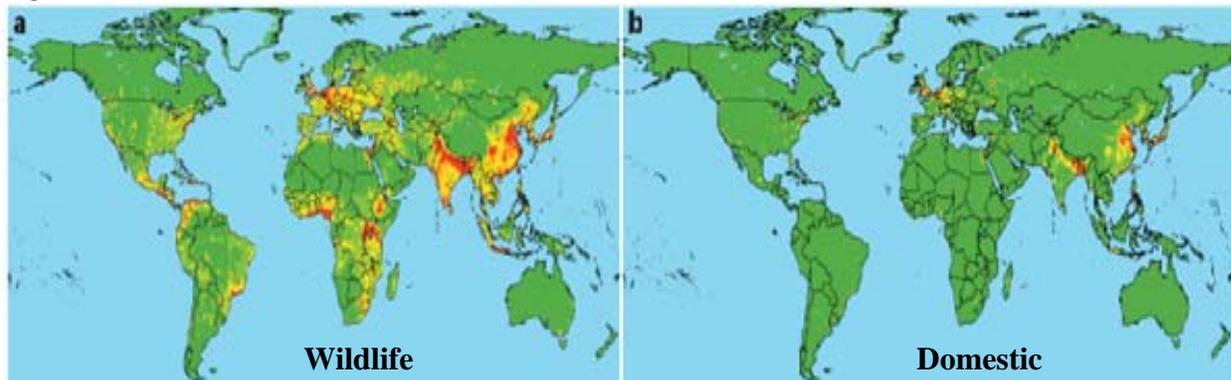
<sup>19</sup> Food and Agricultural Organization – Livestock production

<sup>20</sup> C. Delgado et al: *Livestock to 2020: the next food revolution*: Food, Agriculture, and Environment Discussion paper 28, Washington D.C.

pathogens. Traditional disease-surveillance approaches tend to assume disease risks are relatively homogenous across populations or geographic areas; applying traditional disease surveillance to monitoring for rare events, such as emergent diseases, however, would be exceedingly cost- and infrastructure prohibitive. However, recent advances in the understanding of factors that drive the emergence of zoonotic diseases have led to the development of new risk-based models for forecasting new zoonotic diseases, therefore opening opportunities to bring greater focus to emergent-disease surveillance. The origins of newly emergent diseases have been found to strongly correlate with specific geographic areas, animal hosts, microbial agents, and people.

*Geographic “Hot Spots”*: In a retrospective analysis of outbreaks of new diseases over the past 50 years, the highest risk for new emerging zoonotic pathogens<sup>5</sup> from wildlife were found to be most concentrated in lower-latitude regions of tropical Africa, Asia and Latin America, with high risk foci in eastern China, the Gangetic and Indus River plains of the India sub-continent, Congo Basin, and the neighboring Rift Valley regions of East Africa, the Niger delta of West Africa, and the northwest region of South America (Figure 1a). Wildlife host-species richness was shown to be a significant predictor for the emergence of zoonotic diseases. Significantly, this study showed a substantial risk of wildlife zoonotics originating at lower geographical latitudes where there are very limited surveillance and response capacities.

Figure 1



In this same study, zoonotic pathogens from domestic animals were found to be highly concentrated in eastern China, the Gangetic plain of the India sub-continent, and along the Nile River in Egypt. Not surprisingly, these are the same areas where the HPAI virus is principally concentrated (Figure 1b).

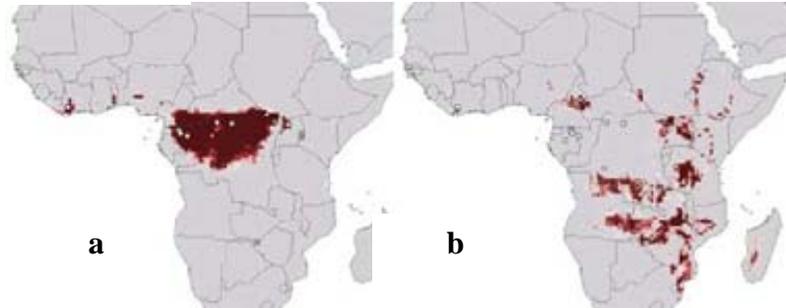
While retrospective studies can provide important insight into the general distribution of past zoonotic “hot spots”, the maps illustrated in figure 1, do not necessarily serve as predictors for where future diseases might emerge. Another study (Figure 2)<sup>21</sup>, which used ecologic niche modeling of outbreaks and sporadic cases of filovirus-associated hemorrhagic fever, provides the first large-scale “predictive map” on

<sup>5</sup> Kate Jones et al (2008): *Global trends in emerging infectious diseases*: *Nature*, Vol 451.21

<sup>21</sup> A. Townsend Peterson et al (2004): *Ecological and Geographic Distribution of Filovirus Disease: Emerging Infectious Diseases*” 10 (1)

the most likely geographic and ecologic distributions of Ebola (2a) and Marburg virus (2b). The significance of predictive modeling is that it provides greater insight into where emergent pathogens may be circulating but are undetected; they also highlight geographic areas that may currently be free of a particular pathogen but possess the requisite ecological risk factors to make them highly vulnerable to its introduction. Most importantly, predictive models allow for more strategic focusing of resources for monitoring for the emergence and spread of zoonotic threats.

**Figure 2**



*High-risk host species:* There are an estimated 50,000 vertebrate species that are potential reservoirs for viruses, bacteria, and other pathogens that could potentially infect humans<sup>22</sup>. Very few of these species, however, will ever have the kind of direct or even indirect contact with people or domestic animals that allow for the transfer of animal pathogens to humans, with the “hot spots” representing some of the most remote and least-accessed regions of the earth. Yet, over the past several decades, there has been an almost exponential growth in the frequency of these contacts as new human settlements and roadways increasingly infringe on once-pristine wildlife domains.

The frequency of interaction, therefore, is the critical factor in weighing the risk specific animal hosts pose to transferring potentially dangerous new microbial agents to humans. Animal host-to-human and animal host-to-domestic animal interactions provide ideal circumstances for pathogens that initially affect only animals to evolve first into agents that can cause primary infections in humans through direct animal-to-human contact to agents that can cause limited outbreaks through both human-to-human contact and animal-human contact<sup>23</sup>. The numbers of species that account for the majority of these transfers, however, appear limited; rodents have proved highly adaptive in their ability to spread pathogens to humans, such as Hanta virus through their feces and urine. Conversely, bats have infected people with Nipah virus directly through contaminated fecal droppings and indirectly by infecting pigs who are later consumed by humans. In

<sup>22</sup> W. Ian Lipkin (2009): *Microbe Hunting in the 21<sup>st</sup> Century*: PNAS: Vol 106/1

<sup>23</sup> Nathan D. Wolfe et al (2004): *Naturally Acquired Simian Retrovirus Infections in Central African Hunters*: The Lancet: 363:932-937

the case of the Ebola and Marburg viruses, infected non-human primates (which were most likely infected by bats) have been the source of human infections when consumed as bush meat<sup>24</sup>.

While other species of wild animals have undoubtedly been involved in either the direct or indirect infection of humans with novel animal pathogens, there is an emerging consensus that it is a limited sub-set of infected wildlife that has frequent interactions with humans that poses the greatest risk for enabling the infection of humans with potentially new and deadly pathogens. This suggests that these “high-risk host species” should be prioritized for monitoring for the emergence and spread of potential microbial threats.

*High-Risk microbial agents:* Wildlife is a reservoir of an extraordinarily deep and diverse pool of microbial agents. There are an estimated 1 million different viruses, alone, circulating among wildlife of which 99% have yet to be recorded<sup>25</sup>. Even considering such overwhelming diversity, the actual numbers of microbial agents that have been reported to infect humans and cause disease are limited. RNA viruses, such as retro-viruses (AIDS) and influenza A viruses (influenza), Corona viruses (SARS), and Filoviruses (Ebola and Marburg) are examples of families of pathogens that have proven capable of human-to-human transmission. As such, families of viruses with demonstrated capacities to infect humans provide a first, but not exclusive, line for focused monitoring and surveillance. By tracking their movement within and among animal species, including domestic animals and humans, and monitoring for key genetic changes can prove a critical tool for an early identification of emergent threats. As illustrated less than ten years ago by the Corona virus, however, new disease threats can emerge from families of viruses that previously have not been known for posing threats to humans. It will be important to monitor other microbes circulating within the “high-risk” animal hosts for their ability to diversify their host range or for changes in their epidemiologic profile.

*High-Risk populations:* Ultimately, the key event in the transfer of a novel animal pathogen is either direct or indirect exposure of an individual to an infected animal host. Individuals and populations with frequent exposure to wild animals or their products, such as hunters and related butchers of wild game, bush meat traders and consumers, as well as those whose economic activities lead to incursions in wild life areas, such as loggers, miners and road builders are at particular risk of infection of new microbial threats<sup>26</sup>. In addition, domestic animals that live in close proximity to wildlife habitats can act as an intermediary source of infection; for example, the infection of domesticated pigs by bats or the hunting/scavenging of wild game by domesticated dogs. It is likely

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<sup>24</sup> M.C. Georges-Courbot et al (1997): *Isolation and Phylogenetic Characterization of Ebola Viruses Causing Different Outbreaks in Gabon*: Emerging Infectious Diseases: 1997:3:59-63

<sup>25</sup> W. Ian Lipkin (2009): *Microbe Hunting in the 21<sup>st</sup> Century*: PNAS: Vol 106/1

<sup>26</sup> Nathan D. Wolfe et al (2007): *Origins of Major Human Infectious Diseases*: Nature: Vol 447/17

that monitoring of population settlements where human and domestic animals have high levels of exposure to wild animals will provide the earliest insight into events involving the transfer of a new microbial threat from a wild animal host.

Together, these observations about the relationship between “risk” and geographic “hot spots”, animal hosts, microbial agents, and vulnerable populations demonstrate that the emergence of new zoonotic diseases strongly correlates with socio-economic, environmental, genetic, biological, and ecological factors. Importantly “risk-based” intervention strategies can be used to provide the basis for a highly cost-effective and strategic allocation of resources to pre-empt or combat the first stages of disease emergence. In effect, risk-based interventions allow the use of knowledge about the heterogeneity of risk to target disease detection to those places, populations, times or situations where risk of disease is greatest and the likelihood of finding it is highest. The result is more efficient use of limited resources in detecting a rare “emergent” event.

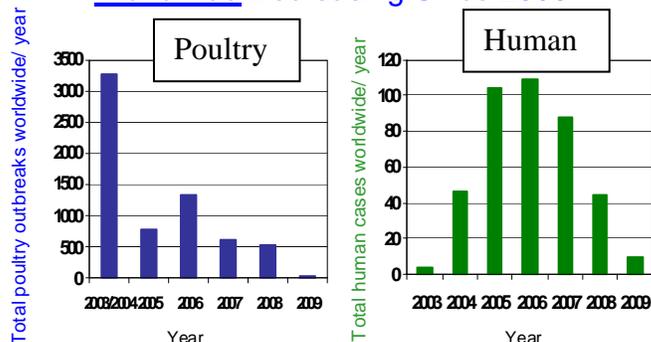
### C. STRATEGIC FRAMEWORK

USAID efforts to control the HPAI virus have been focused on improving developing- country capacities to contain the virus and limit its opportunities to develop the properties that would allow it to move efficiently and continuously among humans. USAID recently conducted a series of strategic reviews to determine whether the goals and strategies of its Avian and Pandemic Influenza (API) program needed to be modulated or significantly changed in light of lessons learned in efforts to fight HPAI over the past three years. The reviews strongly concluded that significant progress has been achieved in controlling the HPAI threat in many parts of the world, but that the virus still remains a serious threat: It continues to spread in poultry, new genetic variants continue to emerge, the mortality rate among infected humans remains above 60%, and possibility remains that the virus could once again spread around the globe as it did in 2006. As such, maintaining vigilance in the fight against the HPAI virus is critical.

The exercise highlighted the important contribution made by improving disease surveillance and response capacities, particularly in those areas in Africa and Asia most vulnerable to the emergence of other zoonotic threats. Specifically, it was concluded:

- (1) *The overall magnitude of the H5N1 avian pandemic has diminished, with reported numbers of poultry outbreaks and human cases having decreased since their peak in 2006.*

**Figure 3**  
Reported Poultry Outbreaks and Human Cases  
Worldwide Decreasing Since 2006



Over the past three years, the total numbers of reported poultry outbreaks and human cases have decreased. In 2006, nearly 1,500 H5N1 outbreaks in poultry were reported, compared to 600 in 2007 and 500 in 2008; with 2009

→ Decrease in poultry outbreaks and human cases in 2007 and 2008 after apparent peaks in 2006

on pace for even further reductions.

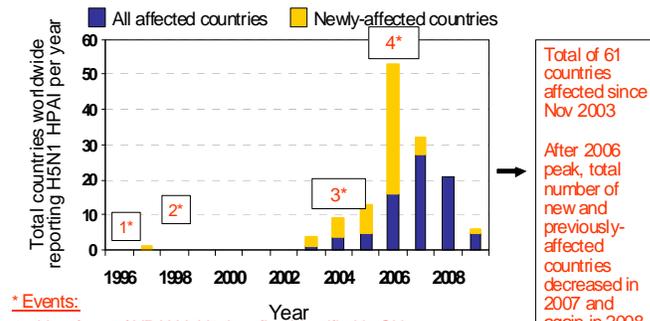
Similarly, while more human cases were reported between November 2005 and October 2007 than in the previous three-year period, the number of human cases has been on the decline these past two years. There were fewer cases reported in 2007 than 2006, and 50% fewer cases in 2008. In addition, there has been an 81% reduction in human cases during the peak influenza period of November 2008 to February 2009 compared to November 2007 to February 2008<sup>27</sup>.

Progress has been particularly significant in Thailand and Vietnam, two of the most affected countries. Between December 2003 and December 2005, both countries accounted for a total of 3,447 reported H5N1 outbreaks in poultry, or 86% of the global total. After an aggressive package of control measures was introduced in both countries in 2005, total poultry outbreaks between January 2006 and June 2008 fell to 182. On the human-health side, results have been equally remarkable. During the same 2003-2005 period, both countries reported 115 human cases, or 78% of the global total. Since 2006, there have been 16 human cases in both countries (through February 2009)<sup>24</sup>.

*(2) H5N1 appears to have not only stopped spreading to new countries, but there has also been a dramatic contraction of its geographic range.*

With the exception of Nepal which had its first limited (and quickly contained) outbreaks

**Figure 4**  
Number of H5N1 Affected Countries Increased Rapidly Through 2006 then Decreased Since



**\* Events:**

1. New form of HPAI H5N1 virus first identified in China
2. Poultry outbreaks and human cases in Hong Kong; all poultry culled
3. New H5N1 genotype emerges and spreads across Southeast Asia
4. Additional H5N1 genotypes identified in China; clade 2.2 virus spreads to Eurasia, Europe, Near East, Africa, South Asia

Sources: WHO, OIE reports through 26/09. Each affected country had at least 1 outbreak or case in poultry, wild birds, or humans.

this past December, H5N1 appears largely to have stopped spreading to new countries, at least for now. Between 2003 and mid-2005, nine countries in Southeast Asia reported H5N1 outbreaks. Beginning in late 2005, there was an explosive movement of the virus outside of Southeast Asia to Europe, the Middle East, South Asia, and Africa. At the height of the poultry pandemic in 2006, a total of 53 countries had reported outbreaks. By the end of 2008, the number of countries affected shrank to 20, with five of these countries (Bangladesh, China, Egypt, India, and Vietnam) accounting for more than 80% of all reported outbreaks<sup>24</sup>.

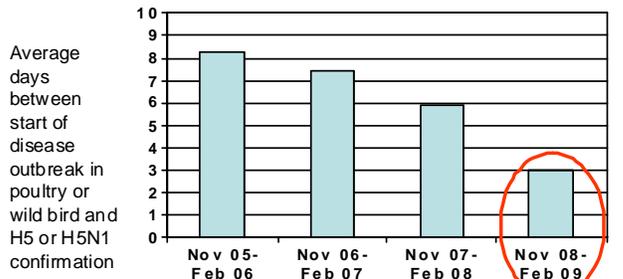
<sup>27</sup> Andrew Clements (2009): Unpublished analysis of WHO/FAO/OIE data

<sup>24</sup> Andrew Clements (2009): Unpublished analysis of WHO/FAO/OIE data

(3) Affected countries have strengthened their capacities to identify and respond to future poultry outbreaks.

**Figure 5**

### Comparison of Recent AI Seasons: All Developing Countries Worldwide



→ So far in Nov 08-Feb 09 AI season, average H5N1 detection time faster than previous years.

Data from OIE and WHO reports through 2/18/09. Poultry outbreak data from Indonesia and Egypt not complete, respectively. China data includes HongKong.

USAID has focused on strengthening the capacity of affected countries in three key areas: early identification of H5N1 outbreaks involving the H5N1 virus in both poultry and people, promotion of timely and effective response in containment and elimination of the virus, and education of the general population on the risks associated with avian influenza and steps they can take to protect themselves. These investments have led to improved capacities in

early-warning surveillance for HPAI outbreaks in domestic poultry, wild birds, and humans, have strengthened capacities of veterinary and human health laboratory diagnosis of the H5N1 virus, and have established rapid response teams involving veterinary and public health professionals trained in core principals of field epidemiology. All of these are key capacities that could prove the backbone of any effort to address the larger threats posed by emerging zoonotic diseases. Per the adjacent figure, a comparison of recent AI seasons (November through February) indicates that the average number of days between the start of disease outbreak in poultry or wild birds and H5 or H5N1 confirmation has fallen from in excess of eight days (in November 2005-February2006) to three days (during the current 2008-2009 season)<sup>24</sup>. This is a strong indicator that the worldwide response to HPAI outbreaks has dramatically improved.

### A “Package” for Control of Emergent Zoonotic Threats: Building on HPAI Control Platforms

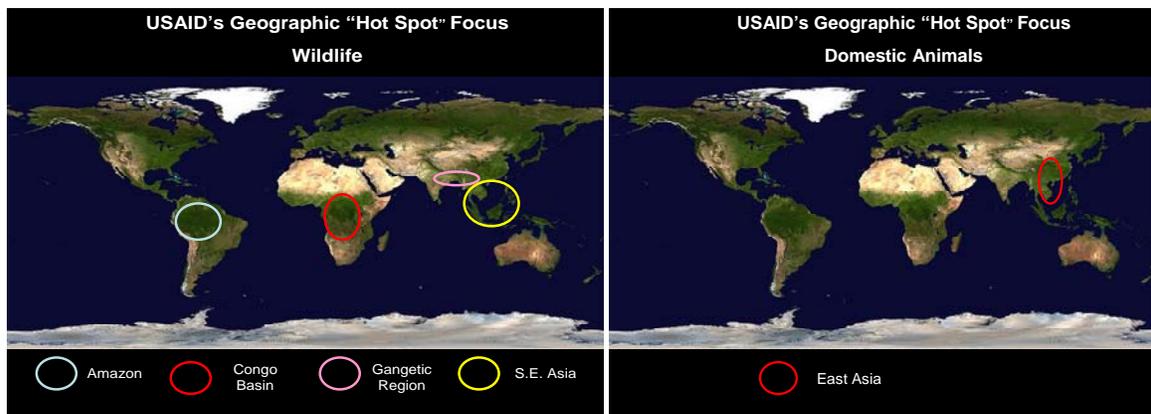
Over the past three years, USAID’s HPAI program has focused on building capacities for monitoring the spread of the H5N1 virus among wild bird populations, domestic poultry and humans, and to mount rapid and effective containment of the virus when found. The successes in Africa, Europe and Eurasia and large parts of Asia in containing the spread of the HPAI virus have begun to signal the opportunity to begin rethinking our current exclusive “emergency” focus on the HPAI virus in favor of a transitional strategy to address the broader threats of other emergent diseases of animal origin. Specifically, **we describe a multi-year effort that will use risk-based modeling to target a package of highly cost-effective surveillance and response interventions. Importantly, this effort builds on the HPAI control platforms to establish a global**

<sup>24</sup> Andrew Clements (2009): Unpublished analysis of WHO/FAO/OIE data

**early warning system for disease emergence to address the broader threats posed by other emergent diseases of animal origin as the urgency for an exclusive HPAI effort subsides.**

To address the rising threat posed by new emergent diseases, USAID will build on its current HPAI portfolio to develop an intervention package that includes five main lines of work: (1) expand our current monitoring of wild birds to more broadly address the role played by wildlife in facilitating the emergence and spread of new pathogens; (2) enhance support for field epidemiological training of relevant animal and human health teams beyond HPAI to more broadly address the threat posed by other newly emergent zoonotic diseases; (3) enhance our support for animal- and public-health diagnostic laboratories to more fully address a broader array of infectious disease threats; (4) broaden ongoing behavior change and communications efforts to prevent H5N1 transmission from poultry to humans to include potential transmission of other emergent wildlife pathogens; and, (5) expand our support for simulations and field tests of national, regional and local pandemic preparedness plans to include threats posed by other zoonotic disease threats. Using risk-based modeling, our focus will be on delivering this package in geographic “hotspots” for the emergence of new infectious disease threats originating from both wild animals (the Amazon region, the Congo Basin, the Gangetic Plain, and Southeast Asia) and domestic animals (East and Southeast Asia) (Figure 6).

**Figure 6**



The USAID strategy envisions five primary mechanisms. These mechanisms will, together, form a comprehensive program. However, due to the fact that each mechanism requires specific skills, they will be implemented through different existing grants or new separate procurements. A brief description of the five is presented in the table below.

## USAID Emergent Zoonotic Disease Program

Area of focus	Project name	Implementing group	Description
Planning	PREPARE	CA	A cooperative agreement to provide technical support for simulations and field tests of national, regional and local pandemic preparedness plans. The primary objective will be to ensure that countries have the ability to actually implement national response plans in an effective and efficient manner.
Surveillance	PREDICT	CA	A cooperative agreement to monitor for the emergence of new infectious diseases in high-risk wildlife (e.g. bats, rodents and non-human primates) that could pose a major threat to human health. Particular focus would be placed on establishing an enhanced wildlife monitoring capacity in those geographic “hotspots” that pose a particular risk for the emergence of new infectious disease threats. The monitoring would include wildlife in their natural habitats, market trade of wildlife, wildlife products and foods, including characterizing the risks associated with “bush meat”.
Laboratory	IDENTIFY	WHO, FAO, and OIE	The intent of this area of work is to support the development of a laboratory network and strengthening of diagnostic capacity that can facilitate the identification of newly emergent pathogens of animal origin. This work will be undertaken through grants that USAID has with the World Health Organization (WHO) and the Food and Agriculture Organization (FAO). Also included in this activity as a sub-grant from FAO to the World Organization for Animal Health (OIE).
Response	RESPOND	CA	A cooperative agreement that will

			strengthen the human capacity of countries to respond to outbreaks of newly emergent diseases of animal origin in a timely and sustainable manner. The agreement will focus on the development of field epidemiology training in long term settings as well as short term in-service training programs. That training will emphasize the merging of animal and human health dynamics into a comprehensive capacity for disease detection and outbreak response.
Communications & Behavior Change	PREVENT	CA	A cooperative agreement that will address other disease threats of animal origin, including supporting efforts to characterize “high risk” practices that increase the potential for new disease threats from wildlife or wildlife products to spread and infect people; identify high-risk groups that need to be targeted for communication / behavior change messages; and formulate behavior change / communication strategies and interventions that are consistent with meeting the challenges posed by “rare” events, such as the emergence of a new infectious disease.

**D. PREDICT GOALS AND OBJECTIVES**

USAID is issuing this cooperative agreement with the goal of establishing a global early warning system for disease emergence that detects, tracks and predicts the emergence of new infectious diseases in high-risk wildlife (e.g. bats, rodents and non-human primates) that could pose a major threat to human health. Particular focus will be placed on establishing an enhanced wildlife monitoring capacity in those geographic “hotspots” that pose a particular risk for the emergence of new infectious disease threats. Surveillance will focus on specific priority pathogens. Agents such as retroviruses, influenza, corona viruses, filoviruses are examples of agents that would be tracked by this agreement. The final list will be identified by the recipient of this award and USAID. The monitoring will include wildlife in their natural habitats, market trade of wildlife, wildlife products and foods, including characterizing the risks associated with “bush meat”.

Below are five (5) objectives and illustrative activities for each objective. The activities are only examples and are not intended to limit what the applicant might propose. The core of this project will consist of these objectives and the activities that the recipient proposes and develops.

**1. Objective I: Assess existing capacity and develop plans for the implementation of wildlife surveillance support.**

The PREDICT project will assess the capability of each country/region to conduct wildlife surveillance and develop a plan of action that identifies the inputs needed from this project to achieve the other objectives described in this RFA.

A wide range of laboratory and data surveillance platforms, systems and capabilities of various levels exist across the geographic areas of interest and these assets may be important parts of the overall effort to develop systems for the surveillance of disease in wild animals. For example, WHO, FAO, OIE, and the U.S. Government (to include CDC, DOD, and USAID) have provided resources and technical assistance within key countries and regions to develop analytical (laboratory) capacity and to implement surveillance systems. Many of these labs and systems are primarily focused on specific diseases, however, these assets may be available and useful to include. Also, these assets may currently be used to varying levels of capacity, and the utility may change predictably (e.g., seasonally) or unpredictably (e.g., outbreaks, changes in organizational priority). Utilizing these existing assets and capabilities will require close coordination and a clear understanding of organizations, workloads and priorities.

This objective should result in a comprehensive understanding of the existing capacity in the countries and regions targeted through this project. It will describe the existing capabilities, their current utility, and any opportunities to use those capabilities for broader surveillance of diseases in wild animals that are of potential public health impact. Close coordination with the organizations that own, support, and/or operate these assets will help to understand the true potential for use in this wild animal surveillance project. Gaps in systems will be identified and options for solutions will be developed and presented. Barriers to implementation of a wild animal surveillance system will be identified and addressed.

**Illustrative Activities:** The activities listed below are only examples and not intended to limit what the applicant might propose.

- Development of an assessment tool to capture information on key capabilities and systems.
- Development of a report that describes capabilities and their potential use for broader wild animal disease surveillance.

- Analyses of gaps in systems and barriers to implementation.
- Meetings with key partners in the target countries and regions that increase the understanding of capabilities and the practical opportunities for expanding their use for broader wild animal disease surveillance.

**2. Objective II: Develop models of disease occurrence and spread as well as determining specific areas at high risk.**

Zoonotic disease emergence and spread is difficult to predict because there are several dynamic factors and relationships that affect the occurrence and spread of disease. Relationships among humans, domestic animals and wild animals are varied, and they are changing rapidly in some areas of the world. Therefore, it is necessary to focus efforts based on the risks of host animals that carry pathogens of known public health impact having close and frequent contact with people or their domestic animals. These conditions most often occur in what can be described as geographic “hot zones” for emerging infectious disease. They are areas of high biodiversity and high human population density which may be changing the human-animal-ecosystem interface with increasingly frequent and complex contact.

Some human-driven factors affecting increased and complex human-animal interaction include genetic and biological factors, social, political and economic factors, human health, behavior and attitudes, and activities such as transport and trade of animals and animal products. For example, the world’s human population has nearly doubled since 1950, and this growth has increased the demand for animal protein. Larger numbers of farmers in resource-poor countries are raising food animals in concentrated animal feed operations, and there is a lack of consistent, safe animal husbandry practices such as vaccination. These conditions greatly increase the risk of zoonotic disease spread to humans. Also, the increased demand for animal protein has led to an increased demand for “bushmeat” – the meat of terrestrial wild animals such as elephants, non-human primates, rodents and birds. Hunting, trading, handling and consuming wild animals may expose people to emerging infectious diseases such as Ebola. Furthermore, gender dynamics that prescribe certain roles to men and women (e.g., animal husbandry) may increase their risk of infection.

Environmental-driven factors such as changes in weather patterns and climate may affect the spread of emerging zoonotic diseases. Also, the great expansion of human habitat into areas that were previously dominated or even exclusively inhabited by wild animals adds to the frequency and complexity of interaction among humans, their domestic animals, and wild animals. Animal habitats, feeding habits, reproductive patterns and other characteristics may change as their environment changes.

This objective should produce computational models of disease occurrence and spread that will aid in the development of wild animal surveillance systems

and risk-based forecasting for early disease events. Using existing data sets, historical information, scientific publications and other credible, relevant information, these models will identify geographic areas and animal species to target for surveillance activities, identify the factors and conditions most likely to influence the spread of disease from wild animals to domestic animals and/or humans, describe the strengths and weaknesses of differing levels of detection and reporting, and assess the potential impacts (e.g, health, social) of disease and disease control measures. Efforts should focus on pathogens that have known public health impact (e.g., RNA viruses, such as retro-viruses (AIDS) and influenza A viruses (influenza), Corona viruses (SARS), and Filoviruses (Ebola and Marburg), and Nipah virus, are examples of pathogens that have proven capable of acquiring human-to-human transmission, and therefore pose special risks to humans.). The pathogens listed previously are relevant examples; however, the list of pathogens may need to be expanded requiring work on disease surveillance activities for any pathogen that may have significant public health impact.

**Illustrative Activities:** The activities listed below are only examples and not intended to limit what the applicant might propose.

- Identify and mine data sets and other information useful for modeling disease occurrence and spread
- Identify key factors affecting the occurrence and spread of emerging zoonotic disease in geographic focus areas and/or target species
- Identify key factors affecting the spread of disease from specific species of wild life
- Produce mathematical models that illustrate the occurrence and spread of disease from wild life based on key factors

**3. Objective III: Establish a wildlife surveillance capacity in selected countries and regions that targets specific microbial agents**

There are several strategies to consider for developing surveillance capacity to detect disease among wild animals. These include analysis of pathogens, surveillance of markets, trade of wild animals, movement of animal products, behavior of people handling animals and animal products, and indicators or “triggers” for disease outbreaks. It is critical that selected strategies provide timely information on the greatest threats to domestic animal populations and ultimately public health. Strategies must also be supportable in the environments in which they are established. For example, surveillance of pathogens may require the development and sustaining of diagnostic capacity in resource-restrained countries. Laboratories with adequate bio-safety levels are too expensive to maintain in many low-resource countries, and it is difficult to assure ongoing adherence to bio-safety practices that protect workers and prevent spread of disease. Furthermore, laboratory analyses alone do not provide adequate information on disease threats or their prevention. Surveillance of behaviors,

socially/culturally prescribed roles based on gender, practices, and indicators or triggers must be carefully planned so that they produce useful information on risk of disease spread. Such surveillance strategies must also provide useful feedback to participants so that the work is valued and sustainable.

This objective will detect disease outbreaks, forecast early disease events and implement enhanced surveillance during un-forecasted outbreaks. Routine surveillance of disease occurrence and spread in wild animals will be developed and/or improved. The monitoring of the routine surveillance data will help to indicate that an outbreak (a relatively rare event) may occur or is beginning to occur. Also, through modeling and other strategies, countries will also be able to prepare for events (e.g., drought, flood, changes in livestock production, changes in trade, movement of high-density human populations into new areas) that increase the risk for outbreaks. Furthermore, countries will be able to use information from intensified routine surveillance and/or broadened surveillance strategies to detect outbreaks of one or more disease threats and then mount a timely and effective response.

This objective will improve the ability of countries and regions to monitor key risk factors for disease spread. Ministries of Health, Agriculture and others will be able to use surveillance information to communicate risk and prevention information to key groups and to inform policy decisions that protect human health and economic well-being.

This objective will also improve the capability of animal and human health workers at various levels (Central to Local) to safely collect samples at field sites and ensure that samples reach appropriate laboratories in suitable condition for analysis. The collection and transport of specimens in resource-restrained countries is one of the greatest challenges for laboratory surveillance. Collectors must be well trained and equipped to safely collect proper samples. Virus isolation is laborious, expensive and slow – results are generally not available for one to two weeks after submission. Therefore, the proper collection and transport of useable specimens is critical to timely feedback of results. In most cases, specimens require strict environmental conditions and timeframes for transport from collection to an appropriate laboratory environment. Conditions such as “cold chain” (a series of storage and transport links through a network of refrigerators, freezers and cold boxes that keep specimens at a safe temperature throughout their journey) require delicate logistical support, and a break in that system effectively destroys samples. The recipient is responsible for the safe collection and transport of the samples collected under this cooperative agreement.

This objective will also improve capacity within target countries to conduct analysis of data from the wild animal surveillance system and interpret the results. Ongoing review and analysis of surveillance data will be necessary to understand

emerging disease issues in wild animal populations, to provide input to models that predict occurrence and spread of disease, and to predict and track any spillover from wild animal populations to domestic animals or humans. As this project matures, there will be large amounts of data and multiple sets of data, depending on the types of surveillance strategies employed. The project must ensure that analysts are identified, properly trained, and equipped to conduct data analysis and provide clear interpretations of the data.

USAID expects that the recipient of this cooperative agreement will include host country governments, host country nationals, and other appropriate local stakeholders as they develop and implement wild animal surveillance. While this objective is focused on wild animal disease detection, it is critical that the recipient work towards a sustainable system for countries and regions.

The recipient is expected to comply with relevant international standards, laws and regulations regarding the humane and ethical treatment of animals.

**Illustrative Activities:** The activities listed below are only examples and not intended to limit what the applicant might propose.

- Identify existing surveillance systems that could be broadened to include the monitoring of disease in wildlife.
- Identify gaps in systems and resources that are necessary for a functioning surveillance system.
- Develop and improve protocols that results in more efficient and effective sampling
- Provide training and technical assistance to countries in developing, expanding, and maintaining surveillance systems.
- Develop evaluation methodologies to assess and improve surveillance systems.
- Use modeling results to forecast events and plan surveillance strategies
- Increase capacity to “bank” samples and data during periods of routine surveillance and retrieve them for use during outbreak occurrences.
- Coordination with USAID for equipment and supplies needed for safe specimen collection
- Collect and transport useable samples to appropriate laboratories
- Development and implementation of systems to track sample transports
- Assessment of cold chain and other transport capabilities in-country and plans and activities to improve and extend those capabilities
- Work with field epidemiology training programs on disease investigations, data collection, analysis and interpretation
- Ongoing engagement of stakeholders in developing policy that supports the surveillance system
- Developing communication loops that inform stakeholders of results and gather stakeholder feedback on the system

- Monitoring and evaluation of the impact of policy decision on surveillance activities

**4. Objective IV: Introduce new technologies where they are appropriate and sustainable.**

Technological advances have extended the ability to conduct disease surveillance in developing countries. For example, disease reporting can occur through text messaging or SMS. Also, field diagnostic technology can help reduce logistical issues for specimen transport and laboratory backlogs. This project will capitalize on the practical, sustainable application of technology to support and streamline surveillance of targeted microbial agents among wild animals. It will focus on technologies that are proven effective, adaptable to low-resource countries, sustainable and promising for long-term use. The applicant should assure that women and men have equal access to mastering these technologies and that neither women nor men are disadvantaged due to cultural, context-specific gender differences concerning access to technology training and usage. Appropriate surveillance staff in focus countries will receive training and support for the integration of selected technologies into wild animal surveillance and they will provide feedback and suggestions for improvement to these applications.

**Illustrative Activities:** The activities listed below are only examples and not intended to limit what the applicant might propose.

- Reporting of wild animal illnesses and/or die offs through phone technology, digital photo/video, or email.
- Working with USAID on validating field test kits and integration of test kits for use in national surveillance systems.
- Surveillance of wild animal illnesses and/or die offs through review of local/regional media (to include informal sources such as blogs).
- Tracking of lab samples and ordering of consumables (lab and field).

**5. Objective V: Improve the flow and handling of information, specimens and samples resulting from the surveillance activities.**

The flow of information from surveillance systems through appropriate channels to decision makers who can then take action to reduce and prevent the spread of disease is critical to success. One of the great challenges in monitoring zoonotic diseases of potential public health impact is that success requires close coordination and sharing of information among animal and public health sectors. Emerging zoonotic diseases among domestic animal populations have tremendous and often immediate economic consequences (e.g., domestic consumption, imports and exports) while the public health impacts are not always as immediate or clear. These challenges also vary among countries. This objective will

develop the policy considerations around notification of emerging diseases and ensure timely, parallel flows of communication through animal and public health sectors so that timely decisions and actions can occur. It will also develop communication and feedback channels to support and strengthen wild animal surveillance systems. Key partners and participants will be engaged to understand how surveillance information can be used at different levels. Communication methods and formats will be designed to provide participants with timely and useful feedback. Barriers to communication among key participants will be identified and addressed according to the specific context.

Specimen samples (disease-positive, disease-negative, and untested) can be valuable resources for future surveillance and epidemiological studies. For example, when an unusual disease event occurs, retrieval and analysis of stored samples may aid in aberration detection – defining an observed value (such as appearance of disease) as being greater than an historical value for that same period. Proper storing and maintenance of samples provides the necessary background information for such studies. Likewise, surveillance data must be managed for quality and completeness and maintained for future use. This objective will improve countries’ capacity to maintain data and specimen samples for continued retrieval and use.

Finally, this objective will ensure that findings from the wild animal surveillance project will be promptly shared with the public health community so that timely responses can be formed and implemented.

**Illustrative Activities:** The activities listed below are only examples and not intended to limit what the applicant might propose.

- Translate surveillance information into useful guidance and recommendations for countries and regions.
- Provide technical assistance to ministries and other stakeholders on using surveillance information to inform animal and human health activities and policy decisions.
- Design systems and protocols for handling information and samples and the timely sharing of information
- Engage key participants and partners to understand how surveillance information can be used.
- Assist countries in formulating policy and protocols for disease notification.
- Provide forums for partners to discuss and exercise the notification of surveillance findings.
- Provide material support (e.g., equipment, systems, supplies) for storage and long-term maintenance of samples and data
- Institute quality control systems for processing, tracking, storage, maintenance and retrieval of samples and data
- Provide training and technical assistance for processing, tracking, storage and maintenance of samples and data

## E. MONITORING AND EVALUATION

The evaluation plan should: (1) address the overall program goal; (2) have measurable, achievable and time-phased objectives; (3) focus on programmatic outcome/impact; (4) include the name and qualifications of the person(s) responsible for conducting the evaluation; (5) specify how often evaluation will be conducted; and (6) discuss how the results of the evaluation and lessons learned will be used on an on-going basis during project implementation. Evaluation should be designed and implemented at the beginning of the project and occur throughout the project. The applicant will use an external advisory panel to assist with and guide the evaluation.

The applicant should also provide a plan for evaluating the wild animal surveillance system. This evaluation should be compatible with existing standards for the evaluation of surveillance systems located at <http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5013a1.htm>

Throughout the program as required, the recipient will input programmatic information into USAID monitoring and evaluation systems such as the Avian Influenza Monitoring, Evaluation and Budget Analysis (AIMEBA) system or other system as directed by the Agreement Officer's Technical Representative (AOTR).

## F. STAFFING

Applicants are expected to develop a comprehensive staffing plan that will enable achievement of the PREDICT results and demonstrates an appropriate balance of skills. The staffing pattern should include highly experienced individuals that are renowned in their fields.

**Key Personnel.** The Applicant shall designate three key personnel for the following positions. The proposed Key Personnel must have the demonstrated ability to address the objectives of the PREDICT Project and implement state-of-the-art of wildlife surveillance.

**Director.** The Director must have:

- A minimum of a PhD or DrPH in science, public health or an equivalent field, or a DVM;
- A minimum of 10 years experience working on international projects related to the subject area of this RFA;
- At least 5 years experience as Chief of Party or Director for international projects with similar scale and complexity;
- Demonstrated ability to work with multiple partners on collaborative projects;
- Demonstrated ability to create and maintain effective working relations with senior Government personnel, international organizations, NGO partners, host country governments, and U.S. Government Agencies.

**Deputy Director.** The Deputy Director must have:

- A Bachelors Degree in a relevant field or equivalent work experience.
- A minimum of 10 years experience working on international projects related to the subject area of this RFA;
- At least 2 years experience as Deputy Chief of Party or Deputy Director for international projects with similar scale and complexity;
- Demonstrated ability to work with multiple partners on collaborative projects;
- Demonstrated ability to manage staff and decentralized branch/field offices.
- Demonstrated ability to create and maintain effective working relations with senior Government personnel, international organizations, NGO partners, host country governments, and U.S. Government Agencies.

**Senior Technical Officer.** The Senior Technical Officer must have:

- A minimum of a doctoral degree in veterinary medicine, related science or an equivalent field;
- A minimum of 5 years of experience working on international projects related to the subject area of this RFA; demonstrated ability to work with multiple partners on collaborative projects;
- A demonstrated ability to create and maintain effective working relations with senior Government personnel, international organizations, NGO partners, host country governments, and U.S. Government Agencies.

**Other Staff.** In addition to the Key Personnel, the Applicant must design a staffing pattern to include core team members and individuals available for short-, medium-, and long-term technical assistance assignments. These individuals should bring technical expertise, innovation, and the capacity to build and maintain successful partnerships. Staff should have extensive experience in the area of wildlife surveillance as well as working in a developing country context.

## **G. CROSS-CUTTING THEMES**

USAID expects that the implementer of PREDICT will embrace the following critical themes when designing and implementing activities in this Program.

### **1. Technical Leadership**

This project should provide technical expertise, innovation, and the capacity to build and maintain successful partnerships. State-of-the-art approaches using cutting-edge technologies and methodologies will be employed to achieve the objectives. The applicant should propose individuals who bring the highest level of technical leadership and expertise possible. Extensive experience among proposed staff in the area of wildlife surveillance as well as working within the developing world is highly valued. Special attention will be given to the significant involvement of host country nationals. The capacity built through

their involvement leads to more sustainable results and this is an area where USAID is particularly concerned.

## **2. Coordination**

The work that USAID is proposing under this RFA requires extensive coordination and collaboration with other partners. As is noted in section I of this RFA, USAID will integrate this agreement into the overall emerging zoonotic disease program. Coordination within that program is critical. In addition, USAID works closely with other USAID programs, other U.S. Government agencies (e.g., DOS, HHS, USDA, and DOD), national governments, key international organizations including the World Health Organization (WHO), UNICEF, the U.N. Food and Agriculture Organization (FAO), the World Organization for Animal Health (OIE), and other U.N. agencies, and many private sector and non-governmental organizations. It is anticipated that coordination among these partners will be a critical factor for successful implementation of this project.

## **3. Capacity Building**

This program is intended to increase the global capability to detect emerging diseases of zoonotic origin among wild animals while building capacity towards improved technical and operational knowledge, resources, leadership, and systems within the country of operation. It is expected that this project will lead to significant, sustainable improvements in the country's ability to conduct surveillance in wild animals and reduce and prevent the spread of dangerous pathogens to domestic animals and humans. These improvements will require investments in human capital and infrastructure as well as attention to gender equity in strengthening human resources. USAID anticipates that the applicant will demonstrate how they will meet the objectives of this RFA while they are building sustainable capacity.

## **4. Build on existing platforms**

USAID and other organizations have made significant investments in various national and international platforms over the last three years to reduce the threat posed by H5N1. It is the expectation of USAID that the PREDICT project will build on those control platforms, to include existing laboratories and laboratory networks to address the broader threats posed by other emergent diseases of animal origin as the urgency for an exclusive HPAI effort subsides. It is, therefore, expected that a successful applicant will demonstrate their ability to build on current API investments as much as possible and to also utilize existing platforms that may not have been incorporated into the USAID API program but which offer constructive platforms from which to implement activities.

Relevant to the scope of work for this project is the work of several important field epidemiology training regional networks that would be valuable partners in implementing activities such as those outlined in this RFA. The African Field Epidemiology Network (**AFENET**) is a non-profit organization

based in Kampala, Uganda that works in partnership with Ministries of Health, non-governmental organizations, international agencies, private sector, and other public health agencies to help African nations enhance and develop their own applied epidemiology capacity. The International Group for Epidemiology and Response (**TIGER**) is a recently established network designed to strengthen disease surveillance and response systems to provide timely and effective interventions for health emergencies in Southeast Asia. Central and South American countries have formed a similar organization called **REDSUR** to facilitate the development and use of field epidemiology training programs in that region. These networks could provide unique partnership opportunities to enhance implementation.

### **5. Programmatic Focus**

This project will have three critical programmatic foci: 1) a risk-based approach for the early detection of emerging zoonotic diseases that have significant public health impact; 2) geographic focus on areas where these diseases are most likely to emerge -for example, the Amazon Region, the Congo Basin, the Gangetic Plain, and Southeast Asia - and where host species are likely to have significant interaction with domestic animals and high density human populations within these geographic areas; 3) a focus on pathogens that are likely to be of significant public health impact- for example RNA viruses such as retroviruses (AIDS) and influenza A viruses (influenza), Corona viruses (SARS), Filoviruses (Ebola and Marburg), and Nipah virus. Please note that the applicant should address, at a minimum, the geographic areas and pathogens listed above, but applicants may propose others along with adequate justification.

### **6. Gender Considerations**

The ability to identify and address gender constraints is an important element in the design of appropriate and sustainable programs. The cultural norms and values associated with being male or female may affect opportunities for training and participation in zoonotic disease surveillance. The applicant will be expected to implement approaches to improve opportunities for women and men in zoonotic disease surveillance training and participation.

## **H. AUTHORIZED GEOGRAPHIC CODE**

Cooperative Agreement resources will be available in all geographic regions. The actual selection of countries and/or regions will be made in coordination with the AOTR and USAID's API Unit.

The authorized geographic code for procurement of goods and services under this award is 935. The authorized geographic code for procurement of commodities is 000.

## I. REPORTING REQUIREMENTS

The Recipient will adhere to all reporting requirements listed below. All reports as required under Substantial Involvement shall be submitted by the due date for approval of the USAID Agreement Officer's Technical Representative (AOTR) designated by the Bureau for Global Health. Recipient will consult the AOTR on the format and expected content of reports prior to submission.

### 1. Financial Reporting

- a. Financial reporting requirements will be in accordance with 22 CFS 226. The implementer shall submit an original and two copies of completed form SF-269, SF 269A, SF-270 or SF0272, as appropriate, on a quarterly basis to AOTR and M/FM/CMP-LOC Unit.
- b. The Recipient must provide financial data every 6 months in accordance with the information required of the USAID API Unit Budget and Monitoring Evaluation Database (AIMEBA) including planned, obligated and expenditure data.

### 2. Plans and Reporting

The Recipient will submit reports to the USAID AOTR as described below. The exact format for preparation of and timing for, submission of all reports will be determined in collaboration with the AOTR.

- a. ***Implementation plan.*** Within 30 days following Agreement award, the Recipient will submit an annual implementation plan that outlines the geographic focus and type of activities planned with corresponding timelines and benchmarks. This implementation plan will also cover all sub-agreements that may be developed under this cooperative agreement.
- b. ***Monitoring and Evaluation Plan.*** Within 30 days following Agreement award, the Recipient will submit a Monitoring and Evaluation Plan that provides indicators and outcomes as well as a process for incorporating both lessons learned and results from relevant data analysis.
- c. ***Quarterly Performance Reports.*** The Recipient will submit Quarterly Performance Reports to the AOTR to document major actions taken during the reporting period. These reports are due to the AOTR no later than the 10<sup>th</sup> working day after the end of the quarter and will also include activities carried out by any sub-agreements. The reports should cover all activities proposed in the Annual Implementation plan and be congruent with the Monitoring and Evaluation Plan. The Quarterly Report should be submitted electronically, in

PDF format, via e-mail attachment, addressed to the AOTR. The Quarterly Report will include at minimum the following information:

- i. Summary of activities and achievements in the reporting period;
  - ii. Update on resolution of issues raised in previous reports;
  - iii. Anticipated activities/plan for the next quarter
  - iv. Progress toward results; and
  - v. Financial reports including accrued expenditures against budget elements, pipeline, funds remaining and planned expenditures (on original financial report will also be submitted to the USAID/Controller's office on a quarterly basis). The financial report should be consistent with the requirements of the AI data tracking system (AIMEBA).
- d. ***Data Updates/Reports.*** This activity will be collecting and analyzing a wide range of data that is relevant not only to the implementation of this project, but also to national and/or regional surveillance and response systems, international organizations such as the OIE, FAO, and WHO, and the international donor community. Therefore, information dissemination is a key element of this activity.

A report of key data findings, analysis, and recommendations resulting from Project activities (collected in the Project's Database and/or Information Dissemination System) may be requested by the AOTR on a monthly basis. The specific contents of these reports will be agreed upon with the AOTR after award of the Agreement; however, it is anticipated that the following information will be required: wildlife surveillance activities, specimen collection and chain-of-custody data; diagnostic test results, animal population survey data/migratory patterns, disease outbreak and investigation reports, situational awareness analyses, and linkages to gene sequencing data.

## SECTION II AWARD AND ADMINISTRATION INFORMATION

### A. ANTICIPATED AWARD SCHEDULE

USAID anticipates that the Cooperative Agreement will be awarded on or before the end of the fiscal year 2009.

### B. IMPLEMENTATION MECHANISM

The PREDICT Project is a Cooperative Agreement with a five-year term. The USAID Avian and Pandemic Influenza Unit within the Bureau for Global Health will manage the Cooperative Agreement.

Applicants are encouraged to propose creative collaborative partnerships with other U.S. and/or international organizations, NGOs, private voluntary organizations, higher education and/or research institutes, and/or firms to implement activities under this project.

### C. USAID MANAGEMENT

USAID/Washington's Avian and Pandemic Influenza (API) Unit assumes responsibility of overall management of this activity. The AOTR will be designated by the Agreement Officer (AO) upon award. All technical interpretations and re-directions of the Program Description (PD) will require AOTR concurrence and will be subject to AO approval. The AOTR will serve as the official USAID representative for the AO on this agreement and will work with the Recipient's staff to facilitate implementation.

USAID is launching a coordinated and comprehensive program designed to minimize the impact of specific newly emergent diseases of animal origin which pose a significant threat to human health and development. This program will be managed by the USAID Avian and Pandemic Influenza Unit. USAID will work closely with international, host governments, USG, and private sector entities to coordinate activities and ensure that USAID's involvement is consistent with that of the global health community. USAID's contracts, grants and agreements will be expected to conform to the direction that USAID officials provide and ensure that they are working within the programmatic parameters that have been established by the USAID API Unit. It is expected that coordination will involve participation at several levels and that all USAID contracts, grants and agreements will work through the API Unit to ensure the maximum degree of collaboration and coordination. The major levels of coordination are:

2. International: USAID will continue to work in close coordination with international organizations such as FAO, WHO, and OIE to build on relative strengths and comparative advantages to strengthen the world's capacity to detect

and respond to specific zoonotic diseases which pose a significant threat to human health.

3. Host governments: USAID will work closely with relevant host government Ministries and Agencies to ensure that activities are consistent with national objectives and plans.

4. USG: USAID will continue to work with the relevant USG Departments and Agencies such as the Departments of Health and Human Services/CDC, Agriculture, Defense and State to ensure that the appropriate areas of expertise within the US government are properly involved in the implementation of activities under this program.

5. Private sector: USAID will continue to seek out innovative relationships with private sector organizations to supplement and complement activities developed under this program.

Within the constellation of USAID funded grants, agreements and contracts, USAID has established five primary mechanisms to implement different aspects of the newly emergent infections program. Those five mechanisms are:

1. **PREPARE**: This is a cooperative agreement that will provide technical support for simulations and field tests of national, regional and local pandemic preparedness plans. The primary objective will be to ensure that countries have the ability to actually implement national response plans in an effective and efficient manner.

2. **PREDICT**: This is a cooperative agreement that will establish surveillance capacity for detecting, tracking and monitoring selected zoonotic microbial agents in wild animals in selected hotspots around the world. This agreement will focus attention on high risk microbes that pose a threat to human populations. It will monitor their movement and interaction with humans and also model their potential to become serious human health problems.

3. **IDENTIFY**: The intent of this area of work is to support the development of a laboratory network and strengthening of diagnostic capacity that can facilitate the identification of newly emergent pathogens of animal origin. This work will be undertaken through grants that USAID has with the World Health Organization (WHO) and the Food and Agriculture Organization (FAO). Also included in this activity as a sub-grant from FAO to the World Organization for Animal Health (OIE).

4. **RESPOND**: This is a cooperative agreement that will strengthen the human capacity of countries to respond to outbreaks of newly emergent diseases of

animal origin in a timely and sustainable manner. The agreement will focus on the development of field epidemiology training in long term settings as well as short term in-service training programs. That training will emphasize the merging of animal and human health dynamics into a comprehensive capacity for disease detection and outbreak response.

**5. PREVENT:** A cooperative agreement that will address other disease threats of animal origin, including supporting efforts to characterize “high risk” practices that increase the potential for new disease threats from wildlife or wildlife products to spread and infect people; identify high-risk groups that need to be targeted for communication / behavior change messages; and formulate behavior change / communication strategies and interventions that are consistent with meeting the challenges posed by “rare” events, such as the emergence of a new infectious disease.

To facilitate the proper management and coordination of this zoonotic program, USAID will establish a **Program Coordination Group (PCG)**. The PCG will include USAID API Unit staff and the chiefs of party of each of the above mentioned grants and agreements. The PCG will be chaired by the Director of the API Unit and will meet at regular intervals to establish overall direction of the program and coordinate activities of and interfaces between the various grants and agreements. Participation in the PCG will be mandatory for each recipient of USAID funding.

In addition to participation in the PCG, USAID will expect each grant and agreement to indicate in their annual implementation plans how their activities will link with other mechanisms. Each project must coordinate with other projects within the overall program to ensure that activities maximize the impact of the USAID investment while achieving the maximum level of efficiency. This level of collaboration and coordination is essential to achieving the long-term objectives of USAID and the global public health community.

#### **D. SUBSTANTIAL INVOLVEMENT**

USAID shall be substantially involved during the implementation of the Agreement in the following ways:

1. Approval of all annual implementation plans, budgets, and all modifications which describe the specific activities to be carried out under the Agreement and sub-agreements, and progress reports;
2. Approval of key personnel and any changes;
3. Approval of Monitoring and Evaluation Plans; USAID involvement of monitoring progress toward achievement of the Objective and Expected Results during the course of the Agreements and in monitoring financial expenditures;

4. Collaboration or joint participation of USAID with the Recipient in accomplishing specific elements in the program description; where there are specific elements in the Program Description for which USAID's technical knowledge would benefit the Recipient's successful accomplishment of stated program objectives, to include:
  - a. Concurrence on the substantive provisions of sub-awards, including implementation plans, monitoring and evaluation plans, budgets, timelines, personnel, reporting (programmatic and financial), and any modifications.
  - b. Collaborative involvement in the selection of advisor committee members, and when relevant, USAID may participate as a member of this type of committee.
  - c. USAID will be involved in the substantive direction/re-direction of inter-relationships with other projects as described in section D, USAID Management.
5. As appropriate, other monitoring as described in 22 CFR 226.

#### **E COST SHARE**

Applicants under this RFA are encouraged to leverage their own non-U.S. Government resources to contribute to the total cost of the PREDICT Project.

#### **F. TOTAL FUNDING LEVELS**

USAID funding for this Cooperative Agreement is estimated to be \$75 million over the five-year implementation period. This activity will be incrementally funded over the life of the project subject to the availability of funds.

#### **G. USE OF CORE FUNDS**

It is anticipated that this Cooperative Agreement will be predominately funded with Global Health core funds. Field support funds may be accepted with the concurrence of the AOTR and subject to approval of the AO.

### SECTION III ELIGIBILITY REQUIREMENTS

To be eligible to receive this Cooperative Agreement, an organization must:

- A. Be a U.S. based institution of higher education or research institution, for profit, non-profit, or private voluntary organization (PVO). All applicants must be registered with the Central Contractor Registration (CCR) [www.ccr.gov](http://www.ccr.gov). PVOs (as defined in 22 CFR part 203) must also be registered with USAID; For more information on PVO registration please go to the USAID website, [www.usaid.gov](http://www.usaid.gov) key work PVO registration.
- B. Have demonstrated capacity in wildlife surveillance, epidemiology, data analysis and reporting, modeling, threat detection and forecasting, and other related activities described in the program description;
- C. Agree to work with and hire individuals who have technical expertise to design, plan, and implement wildlife surveillance activities internationally; who bring credibility and international recognition to the activity; and who have the managerial, technical, and institutional capacities to achieve the results outlined in this program description;
- D. Propose a collaborative relationship among other organizations and groups.

## SECTION IV COOPERATIVE AGREEMENT APPLICATION FORMAT

### A. GENERAL INSTRUCTIONS

Applications submitted via mail or courier service shall be submitted in two separate parts and delivered in two separate envelopes: (a) technical and (b) cost or business application. The technical application shall consist of one (1) original, five (5) copies and an electronic (CD-ROM) copy. The cost or business application shall consist of one (1) original, two (2) copies and an electronic (CD-ROM) copy. Applications should reference the total proposed funding level on the cover page. Any graphics/tables must be formatted in MS Word 2000 or Excel 2000.

USAID may decide to conduct oral interviews with potential applicants. In this case, USAID would specify who would participate.

### B. TECHNICAL APPLICATION

The technical proposal is limited to a total of 43 pages, including the cover page and executive summary. An outline format using lists and/or other matrices, whenever possible, is recommended. Font size should be Times New Roman 12 or higher.

The Technical Proposal shall be prepared using the following format:

- **Cover Page** (1 page): Title, name of the organization(s) submitting the application, contact person, telephone and fax numbers, and e-mail
- **Executive Summary** (not to exceed 2 pages): Briefly describe the proposed activities, goals, purposes, and anticipated results. Briefly describe the technical and managerial resources of your organization and describe how the overall program will be managed.
- **Narrative** (not to exceed 40 pages, excluding annexes): The narrative section of the proposal should contain the following elements:

#### 1. Technical Approach (20 pages)

- a. **Vision.** This section is intended to demonstrate the applicant's vision for achieving the overall goal of wild life surveillance in critical regions of the world as described in this RFA. USAID wants to partner with and support an organization or group of organizations that has a realistic and innovative vision of the challenges of conducting wild life surveillance and a viable plan to achieve the project's goal. The applicant should, therefore, present a brief description of its vision for achieving the goal of this RFA.

- b. **Technical approach.** This section is intended to focus on how the applicant would operationalize its approach to the challenges set forth in this RFA. Given the objectives and cross-cutting themes provided, applicants will describe their proposed approach to plan and implement this global project. The applicant should demonstrate a clear, operational approach that shows how the applicant intends to accomplish each objective and any supporting activities. For each objective in the program description, the applicant should identify key issues, describe in operational terms the proposed strategic approach, and identify partners and proposed strategies to engage them. The applicant should also demonstrate how they will incorporate the cross-cutting themes, including gender, into their approach to achieve each objective. For application purposes, the applicant should assume that, at a minimum the project will be working in the following regions:
- i. The Gangetic Plain
  - ii. The Congo Basin
  - iii. The Amazon basin
  - iv. Southeast Asia

The applicant may propose additional areas with adequate justification.

For each of these regions, the applicant should describe the program that it would put in place to meet the objectives of this RFA and what resources the applicant would bring to bear in those regions. For application purposes, the applicant should assume that the surveillance systems would focus, at a minimum, on the following pathogens:

- i. Retroviruses
- ii. Influenza
- iii. Corona viruses
- iv. Filoviruses
- v. Nipah virus

The applicant may propose additional pathogens with adequate justification.

The applicant should describe the specific skill areas that will be needed in addressing the objectives and identify the organizations that they would partner with in providing these skills. The applicant should be aware that USAID anticipates a coalition of organizations would be the best response to the needs expressed in this RFA.

- c. **Monitoring and Evaluation.** This section should describe the how the applicant will develop the monitoring and evaluation component to the project. The applicant should present sample indicators that it will use for

evaluating the project and describe the data sources that will be used and the way in which progress against these indicators will be presented.

## **2. Staff (5 pages)**

- a. ***Key staff.*** The applicant should include in the body of the Technical Approach a summary of key personnel (short bios) and how these individuals fit into the overall staffing/management plan. In an annex, the applicant must provide the following information for all Key Personnel: name, position title, level of effort, resume, a minimum of three references, signed letters of commitment, and the date the proposed individual is available to begin work.
- b. ***Other staff.*** The applicant should identify other staff members that would be designated for work on this project. The applicant should include in the body of the Technical Approach a summary and a table that identifies all proposed staff members and includes the percent of time each person would work on this project, the organization from which each person comes, the person's title, areas of expertise and geographic regions of experience. CVs should be provided in an annex for these staff.

## **3. Organization and management (10 pages)**

- a. ***Organization chart.*** The applicant should provide an organizational chart that clearly defines the channels of authority and demonstrates how the various components of the project (including sub-agreements, USAID API Unit and other external partners) will relate to each other.
- b. ***Management plan and organizational capacity.*** The applicant should specify clear lines of supervision, accountability, decision-making, and responsibility among staff and partner organizations. Special attention should be paid to ensuring efficiencies in operational and financial management. The applicant should describe how it intends to hold down costs and maximize the impact derived from the funds put into this activity.
- c. ***Partners.*** The applicant should name each partner organization that it intends to be involved with and describe the capacity of those organizations and how it will manage the relationship. Applicants should address how they intend to manage partnerships in order to maximize the input and expertise of all partner organizations in a collaborative and effective manner. This should include other USAID projects as well as other USG and international organizations that are working in this area.

#### **4. Past Performance (5 pages)**

This section of the application provides information about the applicant organization and any sub-partners' previous experience that demonstrates a proven track record of developing and implementing effective programs. This section provides evidence that the applicant has the ability to carry out a successful community-based malaria project.

As an annex, please complete past performance information (form attached at **Annex C**) for three (3) past performance references which describe any contracts, grants, cooperative agreements which the applicant organization, as well as any substantive sub-grantee partners, has implemented involving similar or related programs over the past three years. Please include the following information: name and address of the organization for which the work was performed; name and current telephone number and email address of responsible representative from the organization for which the work was performed; contract/grant name and number (if any), the period of contract/grant performance, annual amount received for each of the last three years and beginning and end dates; brief description of the project/assistance activity and key project accomplishments / results achieved to date.

It is recommended that the applicant alert the contacts that their names have been submitted and that they are authorized to provide past performance information when requested.

Please note that USAID reserves the right to obtain past performance information from other sources including those not named in this application.

### **C. COST/BUSINESS APPLICATION**

The cost/business application must be completely separate from the technical application. The application must be submitted using SF-424 and SF 424A "Application for Federal Assistance." The form is downloadable on USAID's website at: [http://www.usaid.gov/procurement\\_bus\\_opp/procurement/forms/](http://www.usaid.gov/procurement_bus_opp/procurement/forms/).

The cost/business application should be for a period of 5 years using the budget format shown in the SF-424A. The anticipated amount of the award is \$75 million. In addition to hard copies, technical and Cost/Business applications must be submitted on separate CDs in MS Word 2000 or latest versions. Graphic/tables must be formatted in Microsoft Excel 2000 (or later versions).

If the Applicant has established a consortium or another legal relationship among its partners, the Cost/Business application must include a copy of the document establishing the parameters of the legal relationship between the parties. The agreement should include a full discussion of the relationship between the Applicants including identification of the Applicant with which USAID will treat for purposes of Agreement

administration, identity of the Applicant which will have accounting responsibility, how Agreement effort will be allocated and the express agreement of the principals thereto to be held jointly and severally liable for the acts or omissions of the other.

**New Recipients:** 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 and procurement/management handbook relating to personnel and travel policies.

To support the proposed costs, please provide detailed budget notes/narrative for all costs that explain how the costs were derived. The following provides guidance on what is needed.

1. The breakdown of all costs associated with the program.
2. The breakdown of all costs according to each partner organization involved in the program.
3. The costs associated with external, expatriate technical assistance and those associated with local in-country technical assistance.
4. The breakdown of any financial and in-kind contributions of all organizations involved in implementing this program.
5. Potential contributions of non-USAID or private commercial donors to this program.
6. Procurement plan for commodities, goods and services (if applicable).

**The cost application should contain the following budget categories:**

1. Salary and Wages: Direct salaries and wages should be proposed in accordance with the applicant's personnel policies;
2. Fringe Benefits: If the Applicant has a fringe benefit rate that has been approved by an agency of the U.S. Government, such rate should be used and evidence of its approval should be provided. If a fringe benefit rate has not been so approved, the application should propose a rate and explain how the rate was determined. If the latter is used, the narrative should include a detailed breakdown comprised of all items of fringe benefits (e.g., unemployment insurance, workers compensation, health and life insurance, retirement, FICA, etc.) and the costs of each, expressed in dollars and as a percentage of salaries;
3. Travel and Transportation: The application should indicate the number of trips, domestic, regional, and international, and the estimated costs. Specify

the origin and destination for proposed trips, duration of travel, and number of individuals traveling. Per Diem should be based on the Applicant's normal travel policies;

4. Equipment: Estimated types of equipment (i.e., model #, cost per unit, quantity);
5. Supplies: Supply items related to this activity (e.g., specimen collection, sample transport, administrative);
6. Contractual: Any goods and services being procured through a contract mechanism;
7. Other Direct Costs: This includes communications, report preparation costs, passports, visas, medical exams and inoculations, insurance (other than insurance included in the applicant's fringe benefits), equipment, office rent, etc. The narrative should provide a breakdown and support for all other direct costs;
8. Indirect Costs: The Applicant should support the proposed indirect cost rate with a letter from a cognizant U.S. Government audit agency, a Negotiated Indirect Cost Agreement (NICRA), or with sufficient information for USAID to determine the reasonableness of the rates (For example, a breakdown of labor bases and overhead pools, the method of determining the rate, etc).

#### **D. 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 an agreement signed by the Agreement Officer or a specific, written authorization from the Agreement Officer.

#### **E. ADDITIONAL CONSIDERATIONS**

##### 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 artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor wanted.

Cooperative Agreement Award

The Government may, without discussions or negotiations, award an agreement resulting from this RFA to the responsible Applicant whose application conforming to this RFA offers the best value. Therefore, the initial application should contain the Applicant's best terms from a cost and technical standpoint. The Government may reject any or all applications, accept other than the lowest cost application, and waive informalities and minor irregularities in applications received.

Although technical evaluation factors are significantly more important than cost factors, the closer the technical evaluations of the various applications are to one another, the more important cost considerations become. The Agreement Officer may determine what a highly ranked application based on the technical evaluation factors would mean in terms of performance and what it would cost the Government to take advantage of it in determining the best overall value to the Government.

If recommended for award, the Applicant must submit a Branding Strategy and Marking Plan according to the guidelines set in AAPD 05-11 in the Standard Provision for U.S. Nongovernmental Recipients, MARKING UNDER USAID-FUNDED ASSISTANCE INSTRUMENTS (DECEMBER 2005). The Standard Provisions for U.S., Nongovernmental Recipients have been included in Attachment I of the RFA. Additionally, a link to the applicable Standard Provisions has been included in the section entitled 'References' on the preceding page.

Applications should respond directly to the terms, conditions, specifications and clauses of this RFA (including all portions of the Program Description). Applications not conforming to this RFA may be categorized as non-responsive, thereby eliminating them from further consideration.

Preparation of Applications:

1. 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:
  - (a) 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
  - (b) 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.”

## **F. BRANDING & MARKING REQUIREMENTS**

### **BRANDING & MARKING STRATEGY - ASSISTANCE (December 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 brand mark, 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 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 (December 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 brand mark, 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.

(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 application 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 Agreement Officer's Technical Representative 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 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 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.

**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 sub recipients, 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 brand mark, 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](http://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) Sub recipients. To ensure that the marking requirements "flow down" to sub recipients 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, sub recipient'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 45 days after the effective date of this provision. The plan will include:

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

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

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

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

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

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

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

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

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

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

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

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

**(d) Waivers.**

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

## **MARKING PLAN – ASSISTANCE (December 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 brand mark, 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.

(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 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 Agreement Officer's Technical Representative 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 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.

## G. ENVIRONMENTAL CONSIDERATIONS

### 1. Definitions:

- a. 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.
- b. Initial Environmental Examination.* An Initial Environmental Examination is the first review of the reasonably foreseeable effects of a proposed action on the environment. Its function is to provide a brief statement of the factual basis for a Threshold Decision as to whether an Environmental Assessment or an Environmental Impact Statement will be required.
- c. Threshold Decision.* A formal Agency decision which determines, based on an Initial Environmental Examination, whether a proposed Agency action is a major action significantly affecting the environment.
- d. Environmental Assessment.* A detailed study of the reasonably foreseeable significant effects, both beneficial and adverse, of a proposed action on the environment of a foreign country or countries.
- e. Environmental Impact Statement.* A detailed study of the reasonably foreseeable environmental impacts, both positive and negative, of a proposed A.I.D. action and its reasonable alternatives on the United States, the global environment or areas outside the jurisdiction of any nation as described in §216.7 of these procedures. It is a specific document having a definite format and content, as provided in NEPA and the CEQ Regulations. The required form and content of an Environmental Impact Statement is further described in §216.7 infra.

- 2. The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID's activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and

<http://www.usaid.gov/policy/ADS/200/>), which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities.

3. As such, no activity funded under this Cooperative Agreement will be implemented unless an initial environmental impact assessment and subsequent threshold determination, as defined by 22 CFR 216, and signed by the Bureau Environmental Officer (BEO) has been reached for that activity.
4. Because the specific information required for meaningful environmental analysis is not available for the proposed activity at this time (22 CFR 216.3 (a)(7), an Initial Environmental Evaluation (IEE) threshold decision will be deferred. The deferral will identify a process for ensuring that the substantive requirements and intent of 22 CFR 216 are implemented. The Apparently Successful Applicant will include the requirements established in this Initial Environmental Evaluation (IEE) prior to final award. The Apparently Successful Applicant should be prepared to analyze, document and budget for environmental planning and compliance associated with this program.

**The Apparently Successful Applicant will be required to develop an Environmental Assessment and secure USAID clearance of Environmental Assessment prior to funding**

- a. The Apparently Successful Applicant will be required to include as part of the initial Implementation Plan, and all subsequent Implementation Plans, all ongoing and planned activities under this Cooperative Agreement and the subsequent 22 CFR 216 documentation.
- b. This evaluation will be done in collaboration with the Agreement Officer's Technical Representative (AOTR) and Mission Environmental Officer and Bureau Environmental Officer.
- c. A complete environmental mitigation and monitoring plan (EMMP) or a project mitigation and monitoring (M&M) plan shall be prepared by the recipient as part of the program implementation plan and integrated into each annual implementation plan.
  - i. This plan shall describe how the recipient will, in specific terms, implement all IEE and/or EA conditions that apply to proposed project activities within the scope of the award.
  - ii. The EMMP or M&M Plan shall include monitoring the implementation of the conditions and their effectiveness.
  - iii. The results of the EMMP will be reported to the AOTR and the BEO annually, NLT Oct 1 of each year

## SECTION V SELECTION CRITERIA

The selection criteria have been tailored to the requirements of this RFA, to allow USAID to choose the highest quality application. These criteria: a) identify the significant areas that Applicants should address in their applications and b) serve as the standard against which all applications will be evaluated.

USAID will award to the one applicant whose proposal best meets the program description and represents the best value to the Government, all factors considered. Proposals for PREDICT will be evaluated and scored based on the following 100 point scale. Any sub-criteria are listed in descending order of importance.

### **A. Technical Approach (35 points)**

#### **1. Vision (5 points)**

- a. Proposed technical vision is innovative, yet feasible and clearly conveys how this activity will contribute to improving wildlife surveillance to detect and forecast zoonotic diseases.

#### **2. Technical Approach (25 points)**

- a. Proposal presents an innovative and comprehensive approach for achieving each objective of the project in the four target regions.
- b. Technical approach is risk-based and concentrates activity in the areas within the target regions with the greatest degree of risk.
- c. Extent to which the proposal demonstrates an effective approach to translating data obtained through surveillance programs into useful recommendations and response.
- d. Extent to which proposal incorporates cross cutting themes into the approach for each objective.
- e. The extent to which the applicant demonstrates an understanding of gender roles/norms in countries where this project will occur and proposes approaches to improve training and participation opportunities for women and men that are appropriate to the country context.

#### **3. Monitoring and Evaluation Plan (5 points)**

- a. An understanding of the issues and challenges associated with the execution of the planned activities and a clear description of the process of translating lessons learned and M&E data into project implementation on an ongoing basis.

### **B. Staffing (35 points)**

#### **1. Key Personnel (20 points)**

- a. Proposed key personnel have the requisite skills, are placed appropriately in the organizational chart, and have the defined duties that will enable the Applicant to effectively implement the project.

#### **2. Other Staff (15 points)**

- a. A demonstrated ability to secure key technical resources in wildlife surveillance, veterinary medicine, data management, public health, medicine, information technology, and other relevant technical fields.

**C. Organization and Management (20 points)**

**1. Organization Chart (5 points)**

- a. Extent to which the proposal presents a clear and efficient organizational structure that maximizes the use of key partner organizations to achieve the project's objectives.

**2. Management and Institutional Capacity (5 points)**

- a. Extent to which the proposal presents a clear and efficient management plan and organizational structure for accomplishing all aspects of project implementation.
- b. Demonstrated institutional capacity to coordinate and collaborate with a diverse set of projects and organizations working in the same technical areas including, but not limited to other USG agencies, NGOs, international organizations, and host governments.
- c. Extent to which the proposal presents a realistic method for minimizing excess costs and capacity during periods of low activity.

**3. Partners (10 points)**

- a. The Applicant clearly describes the capacity of the partner organizations and how it will manage the relationship in order to maximize the input and expertise of all partner organizations in a collaborative and effective manner.

**D. Past Performance (10 points)**

- a. The applicant and subcontractors have experience implementing activities that are similar in matter, size, scope and complexity to this proposed activity.
- b. Demonstrated past performance as described in Section IV, B 4 including provision of required 3 past performance references with descriptions of significant achievements and relevance of past program work.

USAID reserves the right to obtain past performance information from other sources including those not named in this application.

## SECTION VI. STANDARD PROVISIONS

### STANDARD PROVISIONS FOR U.S. NON-GOVERNMENTAL RECIPIENTS

#### U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT

#### **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 (MAY 2006)
7. PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT (APRIL 1998)
8. CARE OF LABORATORY ANIMALS (MARCH 2004)
9. TITLE TO AND CARE OF PROPERTY (COOPERATING COUNTRY TITLE) (NOVEMBER 1985)
10. PUBLIC NOTICES (MARCH 2004)
11. (RESERVED)
- \*12. COST SHARING (MATCHING) (JULY 2002)
13. PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (JUNE 1999)
- \*14. INVESTMENT PROMOTION (NOVEMBER 2003)
- \*15. REPORTING OF FOREIGN TAXES (MARCH 2006)
- \*16. FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JANUARY 2002)
17. ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (JULY 2004)
18. PROHIBITION ON THE USE OF FEDERAL FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF PROSTITUTION - ASSISTANCE (JULY 2004)
- \*19. ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (JUNE 2005)
- \*20. CONDOMS (JUNE 2005)
- \*21. PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (JUNE 2005)
22. USAID DISABILITY POLICY - ASSISTANCE (DECEMBER 2004)
23. STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID ASSISTANCE AWARDS INVOLVING CONSTRUCTION (SEPTEMBER 2004)

\*An asterisk indicates that the adjacent information is new or substantively revised.

**I. MANDATORY STANDARD PROVISIONS FOR US 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 sub recipients which meet the definition of "Recipient" in Part 226, unless a section specifically excludes a sub recipient from coverage. The recipient shall assure that sub recipients have copies of all the attached standard provisions.

(b) For any sub awards made with Non-US sub recipients the Recipient shall include the applicable "Standard Provisions for Non-US Nongovernmental Grantees." Recipients are required to ensure compliance with sub recipient monitoring procedures in accordance with OMB Circular A-133.

**(END OF MANDATORY STANDARD 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 MANDATORY STANDARD PROVISION)**

**3. NONDISCRIMINATION (MAY 1986)**

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

**(END OF MANDATORY STANDARD PROVISION)**

**4. NONLIABILITY (NOVEMBER 1985)**

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

**(END OF MANDATORY STANDARD 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 MANDATORY STANDARD 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 MANDATORY STANDARD 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 MANDATORY STANDARD 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:

<u>Standard Provision</u>	<u>Burden Estimate</u>
Air Travel and Transportation	1.0 (hour)
Ocean Shipment of Goods	.5
Patent Rights	.5
Publications	.5
Negotiated Indirect Cost Rates - (Predetermined and Provisional)	1.0
Voluntary Population Planning	.5
Protection of the Individual as a Research Subject	1.0
<u>22 CFR 226</u>	<u>Burden Estimate</u>
22 CFR 226.40-.49 Procurement of Goods and Services	1.0
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 MANDATORY STANDARD 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 MANDATORY STANDARD 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.

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

**(END OF MANDATORY STANDARD 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 MANDATORY STANDARD 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 MANDATORY STANDARD 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 MANDATORY STANDARD PROVISION)**

**\*14. MARKING UNDER USAID-FUNDED ASSISTANCE INSTRUMENTS (December 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 brand mark, 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 (December 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 brand mark, 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 Agreement Officer's Technical Representative 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 (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 brand mark, 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](http://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 MANDATORY STANDARD 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 MANDATORY STANDARD 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 MANDATORY STANDARD 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 MANDATORY STANDARD 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) 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 Agreement Officer's Technical Representative, 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 MANDATORY STANDARD 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/NGOs) 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 STANDARD 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.
- d. This provision will be included in all subagreements where local procurement of goods or services is a supported element.

**(END OF MANDATORY STANDARD 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 MANDATORY STANDARD PROVISIONS]**

**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 Agreement Officer's Technical Representative 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: [docssubmit@dec.cdie.org](mailto:docssubmit@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 (MAY 2006)**

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

**VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL  
REQUIREMENTS (MAY 2006)**

- a. Voluntary Participation and Family Planning Methods:
- (1) The recipient agrees to take any steps necessary to ensure that funds made available under this award will not be used to coerce any individual to practice methods of family planning inconsistent with such individual's moral, philosophical, or religious beliefs. Further, the recipient agrees to conduct its activities in a manner which safeguards the rights, health and welfare of all individuals who take part in the program.
  - (2) Activities which provide family planning services or information to individuals, financed in whole or in part under this agreement, shall provide a broad range of family planning methods and services available in the country in which the activity is conducted or shall provide information to such individuals regarding where such methods and services may be obtained.
- b. Requirements for Voluntary Family Planning Projects
- (1) A Family planning project must comply with the requirements of this paragraph.
  - (2) A project is a discrete activity through which a governmental or nongovernmental organization or public international organization provides family planning services to people and for which funds obligated under this award, or goods or services financed with such funds, are provided under this award, except funds solely for the participation of personnel in short-term, widely attended training conferences or programs.
  - (3) Service providers and referral agents in the project shall not implement or be subject to quotas or other numerical targets of total number of births, number of family planning acceptors, or acceptors of a particular method of family planning. Quantitative estimates or indicators of the number of births, acceptors, and acceptors of a particular method that are used for the purpose of budgeting, planning, or reporting with respect to the project are not quotas or targets under

this paragraph, unless service providers or referral agents in the project are required to achieve the estimates or indicators.

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

c. Additional Requirements for Voluntary Sterilization Programs

- (1) None of the funds made available under this award shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.
- (2) The recipient shall ensure that any surgical sterilization procedures supported in whole or in part by funds from this award are performed only after the individual has voluntarily appeared at the treatment facility and has given informed consent to the sterilization procedure. Informed consent means the voluntary, knowing assent from the individual after being advised of the surgical procedures to be followed, the attendant discomforts and risks, the benefits to be expected, the availability of alternative methods of family planning, the purpose of the operation and its irreversibility, and the option to withdraw consent anytime prior to the operation. An individual's consent is considered voluntary if it is based upon the exercise of free choice and is not obtained by any special inducement or any element of force, fraud, deceit, duress, or other forms of coercion or misrepresentation.
- (3) Further, the recipient shall document the patient's informed consent by (i) a written consent document in a language the patient understands and speaks, which explains the basic elements of informed consent, as set out above, and which is signed by the individual and by the attending physician or by the authorized assistant of the attending physician; or (ii) when a patient is unable to read adequately a written certification by the attending physician or by the authorized assistant of the attending physician that the basic elements of informed consent above were orally presented to the patient, and that the patient thereafter consented to the performance of the operation. The receipt of this oral explanation shall be acknowledged by the patient's mark on the certification and by the signature or mark of a witness who shall speak the same language as the patient.
- (4) The recipient must retain copies of informed consent forms and certification documents for each voluntary sterilization procedure for a period of three years after performance of the sterilization procedure.

d. Prohibition on Abortion-Related Activities:

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

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

\*e. Ineligibility of Foreign Nongovernmental Organizations that Perform or Actively Promote Abortion as a Method of Family Planning.

I. Grants and Cooperative Agreements with U.S. Nongovernmental Organizations

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

prepared by the subrecipient in the usual course of its operations that describe the family planning activities of the subrecipient, including reports, brochures and service statistics; (B) observe the family planning activity conducted by the subrecipient; (C) consult with family planning personnel of the subrecipient; and (D) obtain a copy of the audited financial statement or report of the subrecipient, if there is one;

- (iii) In the event that the recipient or USAID has reasonable cause to believe that a subrecipient may have violated its undertaking not to perform or actively promote abortion as a method of family planning, the recipient shall review the family planning program of the subrecipient to determine whether a violation of the undertaking has occurred. The subrecipient shall make available to the recipient such books and records and other information as may be reasonably requested in order to conduct the review. USAID may also review the family planning program of the subrecipient under these circumstances, and USAID shall have access to such books and records and information for inspection upon request;
  - (iv) The subrecipient shall refund to the recipient the entire amount of assistance for family planning furnished to the subrecipient under this award in the event it is determined that the certification provided by the subrecipient under subparagraph (3), above, is false;
  - (v) Assistance for family planning provided to the subrecipient under this award shall be terminated if the subrecipient violates any undertaking in the agreement required by subparagraphs (3) and (4), and the subrecipient shall refund to the recipient the value of any assistance furnished under this award that is used to perform or actively promote abortion as a method of family planning; and
  - (vi) The subrecipient may furnish assistance for family planning under this award to another foreign nongovernmental organization (the sub-subrecipient) only if: (A) the sub-subrecipient certifies in writing that it does not perform or actively promote abortion as a method of family planning in USAID-recipient countries and does not provide financial support to any other foreign nongovernmental organization that conducts such activities; and (B) the subrecipient obtains the written agreement of the sub-subrecipient that contains the same undertakings and obligations to the subrecipient as those provided by the subrecipient to the recipient as described in subparagraphs (4)(i)-(v) above.
- (5) Agreements with subrecipients and sub-subrecipients required under subparagraphs (3) and (4) shall contain the definitions set forth in subparagraph (10) of this paragraph (e).
- (6) The recipient shall be liable to USAID for a refund for a violation of any requirement of this paragraph (e) only if: (i) the recipient knowingly furnishes assistance for family planning to a subrecipient who performs or actively promotes abortion as a method of family planning; or (ii) the certification

provided by a subrecipient is false and the recipient failed to make reasonable efforts to verify the validity of the certification prior to furnishing assistance to the subrecipient; or (iii) the recipient knows or has reason to know, by virtue of the monitoring which the recipient is required to perform under the terms of this award, that a subrecipient has violated any of the undertakings required under subparagraph (4) and the recipient fails to terminate assistance for family planning to the subrecipient, or fails to require the subrecipient to terminate assistance to a sub-subrecipient that violates any undertaking of the agreement required under subparagraph 4(vi), above. If the recipient finds, in exercising its monitoring responsibility under this award, that a subrecipient or subsubrecipient receives frequent requests for the information described in subparagraph (10)(iii)(A)(II), below, the recipient shall verify that this information is being provided properly in accordance with subparagraph (10)(iii)(A)(II) and shall describe to USAID the reasons for reaching its conclusion.

- (7) In submitting a request to USAID for approval of a recipient's decision to furnish assistance for family planning to a subrecipient, the recipient shall include a description of the efforts made by the recipient to verify the validity of the certification provided by the subrecipient. USAID may request the recipient to make additional efforts to verify the validity of the certification. USAID will inform the recipient in writing when USAID is satisfied that reasonable efforts have been made. If USAID concludes that these efforts are reasonable within the meaning of subparagraph (6) above, the recipient shall not be liable to USAID for a refund in the event the subrecipient's certification is false unless the recipient knew the certification to be false or misrepresented to USAID the efforts made by the recipient to verify the validity of the certification.
- (8) It is understood that USAID may make independent inquiries, in the community served by a subrecipient or sub-subrecipient, regarding whether it performs or actively promotes abortion as a method of family planning.
- (9) A subrecipient must provide the certification required under subparagraph (3) and a sub-subrecipient must provide the certification required under subparagraph (4)(vi) each time a new agreement is executed with the subrecipient or sub-subrecipient in furnishing assistance for family planning under the award.
- (10) The following definitions apply for purposes of this paragraph (e):
  - (i) Abortion is a method of family planning when it is for the purpose of spacing births. This includes, but is not limited to, abortions performed for the physical or mental health of the mother, but does not include abortions performed if the life of the mother would be endangered if the fetus were carried to term or abortions performed following rape or incest (since abortion under these circumstances is not a family planning act).
  - (ii) To perform abortions means to operate a facility where abortions are performed as a method of family planning. Excluded from this definition are clinics or hospitals that do not include abortion in their family planning programs. Also excluded from this definition is the treatment of injuries or illnesses caused by legal or illegal abortions, for example, postabortion care.

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

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

- (I) Operating a family planning counseling service that includes, as part of the regular program, providing advice and information regarding the benefits and availability of abortion as a method of family planning;
- (II) Providing advice that abortion is an available option in the event other methods of family planning are not used or are not successful or encouraging women to consider abortion (passively responding to a question regarding where a safe, legal abortion may be obtained is not considered active promotion if the question is specifically asked by a woman who is already pregnant, the woman clearly states that she has already decided to have a legal abortion, and the family planning counselor reasonably believes that the ethics of the medical profession in the country requires a response regarding where it may be obtained safely);
- (III) Lobbying a foreign government to legalize or make available abortion as a method of family planning or lobbying such a government to continue the legality of abortion as a method of family planning; and
- (IV) Conducting a public information campaign in USAID recipient countries regarding the benefits and/or availability of abortion as a method of family planning.

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

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

(iv) To furnish assistance for family planning to a foreign nongovernmental organization means to provide financial support under this award to the family planning program of the organization, and includes the transfer of funds made available under this award or goods or services financed with such funds, but does not include the purchase of goods or

services from an organization or the participation of an individual in the general training programs of the recipient, subrecipient or subsubrecipient.

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

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

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

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

## II. Grants and Cooperative Agreements with Non-U.S., Nongovernmental Organizations

(1) The recipient certifies that it does not now and will not during the term of this award perform or actively promote abortion as a method of family planning in USAID-recipient countries or provide financial support to any other foreign nongovernmental organization that conducts such activities. For purposes of this paragraph (e), a foreign nongovernmental organization is a nongovernmental organization that is not organized under the laws of any State of the United States, the District of Columbia or the Commonwealth of Puerto Rico.

(2) The recipient agrees that the authorized representative of USAID may, at any reasonable time: (i) inspect the documents and materials maintained or prepared by the recipient in the usual course of its operations that describe the family planning activities of the recipient, including reports, brochures and service statistics; (ii) observe the family planning activity conducted by the recipient, (iii) consult with the family planning

personnel of the recipient; and (iv) obtain a copy of the audited financial statement or report of the recipient, if there is one.

(3) In the event USAID has reasonable cause to believe that the recipient may have violated its undertaking not to perform or actively promote abortion as a method of family planning, the recipient shall make available to USAID such books and records and other information as USAID may reasonably request in order to determine whether a violation of the undertaking has occurred.

(4) The recipient shall refund to USAID the entire amount of assistance for family planning furnished under this award in the event it is determined that the certification provided by the recipient under subparagraph (1), above, is false.

(5) Assistance for family planning to the recipient under this award shall be terminated if the recipient violates any undertaking required by this paragraph (e), and the recipient shall refund to USAID the value of any assistance furnished under this award that is used to perform or actively promote abortion as a method of family planning.

(6) The recipient may not furnish assistance for family planning under this award to a foreign nongovernmental organization (the subrecipient) unless: (i) the subrecipient certifies in writing that it does not perform or actively promote abortion as a method of family planning in USAID-recipient countries and does not provide financial support to any other foreign nongovernmental organization that conducts such activities; and (ii) the recipient obtains the written agreement of the subrecipient containing the undertakings described in subparagraph (7), below.

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

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

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

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

under these circumstances, and USAID shall have access to such books and records and information for inspection upon request.

(iv) The subrecipient shall refund to the recipient the entire amount of assistance for family planning furnished to the subrecipient under this award in the event it is determined that the certification provided by the subrecipient under subparagraph (6), above, is false.

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

(vi) The subrecipient may furnish assistance for family planning under this award to another foreign nongovernmental organization (the subsubrecipient) only if: (A) the sub-subrecipient certifies in writing that it does not perform or actively promote abortion as a method of family planning in USAID-recipient countries and does not provide financial support to any other foreign nongovernmental organization that conducts such activities; and (B) the subrecipient obtains the written agreement of the sub-subrecipient that contains the same undertakings and obligations to the subrecipient as those provided by the subrecipient to the recipient as described in subparagraphs (7)(i)-(v), above.

- (8) Agreements with subrecipients and sub-subrecipients required under subparagraphs (6) and (7) shall contain the definitions set forth in subparagraph (13) of this paragraph (e).
- (9) The recipient shall be liable to USAID for a refund for a violation by a subrecipient relating to its certification required under subparagraph (6) or by a subrecipient or a sub-subrecipient relating to its undertakings in the agreement required under subparagraphs (6) and (7) only if: (i) the recipient knowingly furnishes assistance for family planning to a subrecipient that performs or actively promotes abortion as a method of family planning; or (ii) the certification provided by a subrecipient is false and the recipient failed to make reasonable efforts to verify the validity of the certification prior to furnishing assistance to the subrecipient; or (iii) the recipient knows or has reason to know, by virtue of the monitoring that the recipient is required to perform under the terms of this award, that a subrecipient has violated any of the undertakings required under subparagraph (7) and the recipient fails to terminate assistance for family planning to the subrecipient, or fails to require the subrecipient to terminate assistance to a sub-subrecipient that violates any undertaking of the agreement required under subparagraph 7(vi), above. If the recipient finds, in exercising its monitoring responsibility under this award, that a subrecipient or sub-subrecipient receives frequent requests for the information described in subparagraph (13)(iii)(A)(II), below, the recipient shall verify that this information is being provided properly in accordance with subparagraph 13(iii)(A)(II) and shall describe to USAID the reasons for reaching its conclusion.

- (10) In submitting a request to USAID for approval of a recipient's decision to furnish assistance for family planning to a subrecipient, the recipient shall include a description of the efforts made by the recipient to verify the validity of the certification provided by the subrecipient. USAID may request the recipient to make additional efforts to verify the validity of the certification. USAID will inform the recipient in writing when USAID is satisfied that reasonable efforts have been made. If USAID concludes that these efforts are reasonable within the meaning of subparagraph (9) above, the recipient shall not be liable to USAID for a refund in the event the subrecipient's certification is false unless the recipient knew the certification to be false or misrepresented to USAID the efforts made by the recipient to verify the validity of the certification.
- (11) It is understood that USAID may make independent inquiries, in the community served by a subrecipient or sub-subrecipient, regarding whether it performs or actively promotes abortion as a method of family planning.
- (12) A subrecipient must provide the certification required under subparagraph (6) and a sub-subrecipient must provide the certification required under subparagraph (7)(vi) each time a new agreement is executed with the subrecipient or sub-subrecipient in furnishing assistance for family planning under this award.
- (13) The following definitions apply for purposes of paragraph (e):
- (i) Abortion is a method of family planning when it is for the purpose of spacing births. This includes, but is not limited to, abortions performed for the physical or mental health of the mother but does not include abortions performed if the life of the mother would be endangered if the fetus were carried to term or abortions performed following rape or incest (since abortion under these circumstances is not a family planning act).
- (ii) To perform abortions means to operate a facility where abortions are performed as a method of family planning. Excluded from this definition are clinics or hospitals that do not include abortion in their family planning programs. Also excluded from this definition is the treatment of injuries or illnesses caused by legal or illegal abortions, for example, postabortion care.
- (iii) To actively promote abortion means for an organization to commit resources, financial or other, in a substantial or continuing effort to increase the availability or use of abortion as a method of family planning.
- (A) This includes, but is not limited to, the following:
- (I) Operating a family planning counseling service that includes, as part of the regular program, providing advice and information regarding the benefits and availability of abortion as a method of family planning;
- (II) Providing advice that abortion is an available option in the event other methods of family planning are not used or are not successful or encouraging women to consider abortion

(passively responding to a question regarding where a safe, legal abortion may be obtained is not considered active promotion if the question is specifically asked by a woman who is already pregnant, the woman clearly states that she has already decided to have a legal abortion, and the family planning counselor reasonably believes that the ethics of the medical profession in the country requires a response regarding where it may be obtained safely);

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

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

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

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

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

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

(14) In determining whether a foreign nongovernmental organization is eligible to be a recipient, subrecipient or sub-subrecipient of assistance for family planning under this award, the action of separate nongovernmental organizations shall not be imputed to the recipient, subrecipient or subsubrecipient, unless, in the judgment of USAID, a separate nongovernmental organization is being used as a sham to avoid the restrictions of this paragraph (e). Separate nongovernmental organizations are those that have distinct legal existence in accordance with the laws of the countries in which they are organized. Foreign organizations that are

separately organized shall not be considered separate, however, if one is controlled by the other. The recipient may request USAID's approval to treat as separate the family planning activities of two or more organizations, which would not be considered separate under the preceding sentence, if the recipient believes, and provides a written justification to USAID therefore, that the family planning activities of the organizations are sufficiently distinct so as to warrant not imputing the activity of one of the other.

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

### III. Exceptions

The paragraphs set forth in sections (I) and (II) above are not applicable in the situations described below:

- (1) While the paragraphs are to be used in grants and cooperative agreements (and assistance subagreements) that provide financing for family planning activity or activities, if family planning is a component of an activity involving assistance or other purposes, such as food and nutrition, health for education, paragraph (e), "Ineligibility of Foreign Nongovernmental Organizations that Perform or Actively Promote Abortion as a Method of Family Planning," applies only to the family planning component.
- (2) When health or child survival funds are used to provide assistance for child spacing as well as health purposes, these paragraphs are applicable to such assistance unless: (a) the foreign nongovernmental organization is one that primarily provides health services; (b) the objective of the assistance is to finance integrated health care services to mothers and children; and (c) child spacing is one of several health care services being provided as part of a larger child survival effort with the objective of reducing infant and child mortality. These paragraphs need not be included in the assistance agreement if it indicates that assistance for child spacing will be provided only in this way. USAID support under these circumstances is considered a contribution to a health service delivery program and not to a family planning program. In such a case, these paragraphs need not be included in an assistance agreement.
- (3) These paragraphs need not be included in assistance agreements with United States nongovernmental organizations for family planning purposes if implementation of the activity does not involve assistance to foreign nongovernmental organizations.

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

**(END OF PROVISION)**

**7. PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT  
(APRIL 1998)**

**APPLICABILITY:** This provision is applicable when human subjects are involved in research financed by the award.

**PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT (APRIL 1998)**

- a. Safeguarding the rights and welfare of human subjects involved in research supported by USAID is the responsibility of the organization to which support is awarded. USAID has adopted the Common Federal Policy for the Protection of Human Subjects, Part 225 of Title 22 of the Code of Federal Regulations (the "Policy"). Additional interpretation, procedures, and implementation guidance of the Policy are found in USAID General Notice entitled "Procedures for the Protection of Human Subjects in Research Supported by USAID," issued April 19, 1995, as from time to time amended. USAID's Cognizant Human Subjects Officer (CHSO) in USAID/W has oversight, guidance, and interpretation responsibility for the Policy.
- b. Recipient organizations must comply with USAID policy when humans are the subject of research, as defined in 22 CFR 225.102(d), funded by the grant and recipients must provide "assurance", as required by 22 CFR 225.103, that they follow and abide by the procedures in the Policy. See also Section 5 of the April 19, 1995, USAID General Notice which sets forth activities to which the Policy is applicable. The existence of a bona fide, applicable assurance approved by the Department of Health and Human Services (HHS) such as the "multiple project assurance" (MPA) will satisfy this requirement. Alternatively, organizations can provide an acceptable written assurance to USAID as described in 22 CFR 225.103. Such assurances must be determined by the CHSO to be acceptable prior to any applicable research being initiated or conducted under the award. In some limited instances outside the U.S., alternative systems for the protection of human subjects may be used provided they are deemed "at least equivalent" to those outlined in Part 225 (See 22 CFR 225.101[h]). Criteria and procedures for making this determination are described in the General Notice cited in the preceding paragraph.
- c. Since the welfare of the research subject is a matter of concern to USAID as well as to the organization, USAID staff consultants and advisory groups may independently review and inspect research and research processes and procedures involving human subjects, and based on such findings, the CHSO may prohibit research which presents unacceptable hazards or otherwise fails to comply with USAID procedures. Informed consent documents must include the stipulation that the subject's records may be subject to such review.

**(END OF PROVISION)****8. CARE OF LABORATORY ANIMALS (MARCH 2004)**

**APPLICABILITY:** This provision is applicable when laboratory animals are involved in research performed in the U.S. and financed by the award.

**CARE OF LABORATORY ANIMALS (MARCH 2004)**

- a. Before undertaking performance of any grant involving the use of laboratory animals, the recipient shall register with the Secretary of Agriculture of the United States in accordance with Section 6, Public Law 89-544, Laboratory Animal Welfare Act, August 24, 1966, as amended by Public Law 91-579, Animal Welfare Act of 1970, December 24, 1970. The recipient shall furnish evidence of such registration to the Agreement Officer.
- b. The recipient shall acquire animals used in research under this award only from dealers licensed by the Secretary of Agriculture, or from exempted sources in accordance with the Public Laws enumerated in (a) above.
- c. In the care of any live animals used or intended for use in the performance of this grant, the recipient shall adhere to the principles enunciated in the Guide for Care and Use of Laboratory Animals prepared by the Institute of Laboratory Animals Resources, National Academy of Sciences - National Research Council, and in the United States Department of Agriculture's (USDA) regulations and standards issued under the Public Laws enumerated in a. above. In case of conflict between standards, the higher standard shall be used. The recipient's reports on portions of the award in which animals were used shall contain a certificate stating that the animals were cared for in accordance with the principles enunciated in the Guide for Care and Use of Laboratory Animals prepared by the Institute of Laboratory Animal Resources, NAS-NRC, and/or in the regulations and standards as promulgated by the Agricultural Research Service, USDA, pursuant to the Laboratory Animal Welfare Act of 24 August 1966, as amended (P.L. 89-544 and P.L. 91-579). NOTE: The recipient may request registration of the recipient's facility and a current listing of licensed dealers from the Regional Office of the Animal and Plant Health Inspection Service (APHIS), USDA, for the region in which the recipient's research facility is located. The location of the appropriate APHIS Regional Office as well as information concerning this program may be obtained by contacting the Senior Staff Office, Animal Care Staff, USDA/APHIS, 4700 River Road Unit 84, Riverdale, MD 20737-1234 and at <http://www.aphis.usda.gov/ac/>.

**(END OF PROVISION)****9. 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;
  - (iv) 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)**

#### **10. 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.

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 Agreement Officer's Technical Representative and to USAID's Bureau for Legislative and Public Affairs as far in advance of release as possible.

**(END OF PROVISION)**

#### **11. (RESERVED)**

**\*12. 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)****13. 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)**

**\*14. 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)**

**\*15. 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
  - (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)

**\*16. 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. nongovernmental organization financed with FY04 HIV/AIDS funds or modification to an existing grant or cooperative agreement that adds FY04 HIV/AIDS.

**(END OF PROVISION)**

**17. 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)**

**18. 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 nongovernmental 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 PROVISION)**

**\*19. ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (JUNE 2005)**

**APPLICABILITY:** This provision must be included in any agreement financing HIV/AIDS activities.

**ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (JUNE 2005)**

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

**(END OF PROVISION)**

**\*20. CONDOMS (JUNE 2005)**

**APPLICABILITY:** This provision must be included in any agreement financing HIV/AIDS activities.

**CONDOMS (JUNE 2005)**

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

[http://www.usaid.gov/our\\_work/global\\_health/aids/TechAreas/prevention/condomfactsheet.html](http://www.usaid.gov/our_work/global_health/aids/TechAreas/prevention/condomfactsheet.html)

**(END OF PROVISION)**

**\*21. PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (JUNE 2005); as Amended in AAPD 05-04 amendment 1 issued 7/23/2007.**

**APPLICABILITY:** This provision must be included in any agreement financing HIV/AIDS activities.

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

- a. The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.
- b. Except as noted in the second sentence of this paragraph, as a condition of entering into this agreement or any subagreement, a non-governmental organization or public international organization recipient/subrecipient must have a policy explicitly opposing prostitution and sex trafficking. The following organizations are exempt from this paragraph: the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.
- c. The following definition applies for purposes of this provision:  
Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act. 22 U.S.C. 7102(9).
- d. The recipient shall insert this provision, which is a standard provision, in all subagreements.
- e. This provision includes express terms and conditions of the agreement and any violation of it shall be grounds for unilateral termination of the agreement by USAID prior to the end of its term.

**(END OF PROVISION)**

**22. 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](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)**

**23. STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN  
USAID ASSISTANCE AWARDS INVOLVING CONSTRUCTION  
(SEPTEMBER 2004)**

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

**STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID  
ASSISTANCE AWARDS INVOLVING CONSTRUCTION (SEPTEMBER 2004)**

- a. One of the objectives of the USAID Disability Policy is 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. As part of this policy USAID has established standards for any new or renovation construction project funded by USAID to allow access by people with disabilities (PWDs). The full text of the policy paper can be found at the following website: [http://pdf.dec.org/pdf\\_docs/PDABQ631.pdf](http://pdf.dec.org/pdf_docs/PDABQ631.pdf).
- b. USAID requires the recipient to comply with standards of accessibility for people with disabilities in all structures, buildings or facilities resulting from new or renovation construction or alterations of an existing structure.
- c. The recipient will comply with the host country or regional standards for accessibility in construction when such standards result in at least substantially equivalent accessibility and usability as the standard provided in the Americans with Disabilities Act (ADA) of 1990 and the Architectural Barriers Act (ABA) Accessibility Guidelines of July 2004. Where there are no host country or regional standards for universal access or where the host country or regional standards fail to meet the ADA/ABA threshold, the standard prescribed in the ADA and the ABA will be used.
- d. New Construction. All new construction will comply with the above standards for accessibility.
- e. Alterations. Changes to an existing structure that affect the usability of the structure will comply with the above standards for accessibility unless the recipient obtains the Agreement Officer's advance approval that compliance is technically infeasible or constitutes an undue burden or both. Compliance is technically infeasible where structural conditions would require removing or altering a load-bearing member that is an essential part of the structural frame or because other existing physical or site constraints prohibit modification or addition of elements, spaces, or features that are in full and strict compliance with the minimum requirements of the standard. Compliance is an undue burden where it entails either a significant difficulty or expense or both.

- f. Exceptions. The following construction related activities are excepted from the requirements of paragraphs (a) through (d) above:
- (1) Normal maintenance, re-roofing, painting or wall papering, or changes to mechanical or electrical systems are not alterations and the above standards do not apply unless they affect the accessibility of the building or facility; and
  - (2) Emergency construction (which may entail the provision of plastic sheeting or tents, minor repair and upgrading of existing structures, rebuilding of part of existing structures, or provision of temporary structures) intended to be temporary in nature. A portion of emergency construction assistance may be provided to people with disabilities as part of the process of identifying disaster- and crisis-affected people as “most vulnerable.”

**(END OF PROVISION)**

**SECTION VII. CERTIFICATIONS, ASSURANCES, AND OTHER  
STATEMENTS OF RECIPIENT**

**REQUIRED FORMS, CERTIFICATIONS, ASSURANCES, AND  
OTHER STATEMENTS OF RECIPIENT (MAY 2006)**

- I. Certifications
  - 1. Assurance of Compliance with Laws and Regulations Governing Nondiscrimination in Federally Assisted Programs
  - 2. Certification Regarding Lobbying
  - 3. Prohibition on Assistance to Drug Traffickers for Covered Countries
  - 4. Terrorist Financing
  - 5. Certification of Recipient
- II. Key Individual Certification Narcotics Offenses and Drug Trafficking
- III. Participant Certification Narcotics Offenses and Drug Trafficking
- IV. Certification of Compliance with the Standard Provisions entitled “Condoms” and “Prohibition of the Promotion or Advocacy of the Legalization or Practice of Prostitution or Sex Trafficking.”
- V. Survey on Ensuring Equal Opportunity for Applicants
- VI. Other Statements of Recipient
  - 1. Authorized Individuals
  - 2. Taxpayer Identification Number
  - 3. Contractor Identification Number – Data Universal Numbering System Number
  - 4. Letter of Credit Number
  - 5. Procurement Information
  - 6. Past Performance Reference
  - 7. Type of Organization
  - 8. Estimated Cost of Communication Products

**CERTIFICATIONS, ASSURANCES, AND OTHER STATEMENTS OF THE  
RECIPIENT**

**(MAY 2006)**

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NOTE: When these Certifications, Assurances, and Other Statements of Recipient are used for cooperative agreements, the term "Grant" means "Cooperative Agreement".

**PART I - CERTIFICATIONS AND ASSURANCES**

**1. ASSURANCE OF COMPLIANCE WITH LAWS AND REGULATIONS  
GOVERNING NON-DISCRIMINATION IN FEDERALLY ASSISTED  
PROGRAMS**

*Note: This certification applies to Non-U.S. organizations if any part of the program will be undertaken in the United States.*

(1) 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 Cooperative Agreement for which application is being made, it will comply with the requirements of:

- (a) 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;
- (b) 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;
- (c) 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;
- (d) 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
- (e) USAID regulations implementing the above nondiscrimination laws, set forth in Chapter II of Title 22 of the Code of Federal Regulations.

(2) 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.

(3) 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 was 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 persons whose signatures appear below are authorized to sign this Assurance on behalf of the recipient.

## **2. 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 Cooperative Agreement, 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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.

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

USAID reserves the right to terminate this Agreement, to demand a refund or take other appropriate measures if the Grantee 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 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.

### **4. CERTIFICATION REGARDING TERRORIST FINANCING IMPLEMENTING EXECUTIVE ORDER 13224**

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 OFAC'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 subnational 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.

**5. CERTIFICATION OF RECIPIENT**

By signing below the recipient provides certifications and assurances for (1) the Assurance of Compliance with Laws and Regulations Governing Non-Discrimination in Federally Assisted Programs, (2) the Certification Regarding Lobbying, (3) the Prohibition on Assistance to Drug Traffickers for Covered Countries and Individuals (ADS 206) and (4) the Certification Regarding Terrorist Financing Implementing Executive Order 13224 above.

RFA/APS No. \_\_\_\_\_

Application No. \_\_\_\_\_

Date of Application \_\_\_\_\_

Name of Recipient \_\_\_\_\_

Typed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**PART II - 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.

**PART III - 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.

**PART IV - CERTIFICATION OF COMPLIANCE WITH THE STANDARD PROVISIONS ENTITLED “CONDOMS” AND “PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING.”**

*Applicability: This certification requirement only applies to the prime recipient. Before a U.S. or non-U.S. non-governmental organization receives FY04-FY08 HIV/AIDS funds under a grant or cooperative agreement, such recipient must provide to the Agreement Officer a certification substantially as follows:*

“[Recipient's name] certifies compliance as applicable with the standard provisions entitled “Condoms” and “Prohibition on the Promotion or Advocacy of the Legalization or Practice of Prostitution or Sex Trafficking” included in the referenced agreement.”

RFA/APS No. \_\_\_\_\_

Application No. \_\_\_\_\_

Date of Application \_\_\_\_\_

Name of Applicant/Subgrantee \_\_\_\_\_

Typed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

**PART V - SURVEY ON ENSURING EQUAL OPPORTUNITY FOR APPLICANTS**

*Applicability: All RFA’s must include the attached Survey on Ensuring Equal Opportunity for Applicants as an attachment to the RFA package. Applicants under unsolicited applications are also to be provided the survey. (While inclusion of the survey by Agreement Officers in RFA packages is required, the applicant’s completion of the survey is voluntary, and must not be a requirement of the RFA. The absence of a completed survey in an application may not be a basis upon which the application is determined incomplete or non-responsive. Applicants who volunteer to complete and submit the survey under a competitive or non-competitive action are instructed within the text of the survey to submit it as part of the application process.)*

**PART VI - 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. 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 offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@dbisma.com](mailto: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 subgrant or subagreement) to a subgrantee or subrecipient in support of the subgrantee's or subrecipient'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 Components of Goods. If the recipient plans to purchase any goods/commodities which are not of U.S. source and/or U.S. origin, and/or does not contain at least 50% components, which are not at least 50% U.S. source and 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, to include the probable source and/or origin of the components if less than 50% U.S. components will be contained in the commodity. "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, a 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 do 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	QUANTITY	ESTIMATED	GOODS	PROBABLE	GOODS
PROBABLE					
(Generic)	UNIT COST	COMPONENTS	SOURCE	COMPONENTS	ORIGIN

(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/DESCRIPTION	QUANTITY	ESTIMATED	PROBABLE	INTENDED USE
(Generic)	UNIT COST	SOURCE	ORIGIN	

(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	QUANTITY	ESTIMATED	PROBABLE	SUPPLIER
NATIONALITY	RATIONALE			
(Generic)	UNIT COST	(Non-US Only)		for NON-US

(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				

**6. PAST PERFORMANCE REFERENCES**

On a continuation page, please provide past performance information requested in the RFA.

## 7. 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.

## 8. 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.

**ANNEX A. – REFERENCES**

**A. Applicable Regulations & References**

- Mandatory Standard Provisions for U.S., Nongovernmental Recipients  
<http://www.usaid.gov/pubs/ads/300/303maa.pdf>
- Mandatory Standard Provisions for Non-U.S. Nongovernmental Recipients:  
<http://www.usaid.gov/policy/ads/300/303mab.pdf>
- 22 CFR 226  
[http://www.access.gpo.gov/nara/cfr/waisidx\\_02/22cfr226\\_02.html](http://www.access.gpo.gov/nara/cfr/waisidx_02/22cfr226_02.html)
- OMB Circular A-122  
<http://www.whitehouse.gov/omb/circulars/a122/a122.html>
- OMB Circular A-110  
<http://www.whitehouse.gov/omb/circulars/a110/a110.html>
- ADS Series 300 Acquisition and Assistance  
<http://www.usaid.gov/pubs/ads/>
- SF-424 Downloads  
[http://www.grants.gov/agencies/aapproved\\_standard\\_forms.jsp](http://www.grants.gov/agencies/aapproved_standard_forms.jsp)

**ANNEX B. - SF- 424 FORMS**

SF-424, Application for Federal Assistance  
SF-424A, Budget Information, Non-construction Programs  
SF-424B, Assurances, Non-construction Programs

This form can be downloaded from the website:  
<http://www.usaid.gov/forms/sf424.pdf>.

**ANNEX C - PAST PERFORMANCE INFORMATION.**

PERFORMANCE REPORT - SHORT FORM
PART I: Award Information (to be completed by Prime)
1. Name of Awarding Entity:
2. Award Number:
3. Award Type:
4. Award Value (TEC): (if subagreement, subagreement value)
<b>5. Problems: (if problems encountered on this award, explain corrective action taken)</b>
6. Contacts: (Name, Telephone Number and E-mail address)
6a. Agreement Officer:
6b. Technical Officer (AOTR/COTR):
6c. Other:
7. Recipient:
8. Title/Brief Description of Product/Service Provided:
9. Information Provided in Response to RFA/RFP No. :
PART II: Performance Assessment (to be completed by Agency)
1. Quality of product or service, including consistency in meeting goals and targets, and cooperation and effectiveness of the Prime in fixing problems. Comment:
2. Cost control, including forecasting costs as well as accuracy in financial reporting. Comment:
3. Timeliness of performance, including adherence to contract schedules and other time-sensitive project conditions, and effectiveness of home and field office management to make prompt decisions and ensure efficient operation of tasks. Comment:
4. Customer satisfaction, including satisfactory business relationship to clients, initiation and management of several complex activities simultaneously, coordination among subcontractors and developing country partners, prompt and satisfactory correction of problems, and cooperative attitude in fixing problems. Comment:
5. Effectiveness of key personnel including: effectiveness and appropriateness of personnel for the job; and prompt and satisfactory changes in personnel when problems with clients were identified. Comment:

[Note: The actual dollar amount of subagreement, if any, (awarded to the Prime) must be listed in Block 4 instead of the Total Estimated Cost (TEC) of the overall contract. In addition, a Prime may submit attachments to this past performance table if the spaces provided are inadequate; the evaluation factor(s) must be listed on any attachments.]