



**USAID**  
FROM THE AMERICAN PEOPLE

Mr. Samson Hailu  
Concern Universal  
PO Box 1535  
Blantyre  
MALAWI

Reference: Malaria Communities Program RFA No: M/OAA/GH-08-147

Subject: Cooperative Agreement No. GHS-A-00-08-00007-00

Dear Mr. Hailu:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development (USAID) hereby awards to Concern Universal hereinafter referred to as the "Recipient", the sum of \$1,312,353.00 to provide support for a program in Malawi as described in the Schedule of this award and in Attachment B, entitled "Phalombe Malaria Communities Project."

This Cooperative Agreement is effective and obligation is made as of the date of the signature of the Agreement Officer and shall apply to expenditures made by the Recipient in furtherance of program objectives during the period beginning with the effective date September 30, 2008 and ending September 29, 2012. USAID will not be liable for reimbursing the Recipient for any costs in excess of the obligated amount.

This Cooperative Agreement is made to the Recipient Concern Universal, on condition that the funds will be administered in accordance with the terms and conditions as set forth in Attachment A (the Schedule), Attachment B (the Program Description), Attachment C (Branding Strategy and Marking Plan), Attachment D (Standard Provisions) and Attachment E (Initial Environmental Examination), all of which have been agreed to by your organization.

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

Sincerely

Jamie Alissa Beck  
USAID  
Agreement Officer

30 September 2008

Attachments:

- A. Schedule
- B. Program Description
- C. Branding Strategy & Marketing Plan
- D. Standard Provisions
- E. Initial Environmental Examination

ACKNOWLEDGED:

BY: SAMSON HAILU  
TITLE: COUNTRY DIRECTOR  
DATE: 29 SEPT 2008



## **A. GENERAL**

1. Appropriation:
2. Amount Obligated this Action: \$550,000.00
3. Total Estimated USAID Amount: \$1,312,353.00
4. Total Obligated USAID Amount: \$550,000.00
5. Cost-Sharing Amount (Non-Federal): \$ -0-
6. Activity Title: Phalombe Malaria Communities Project
7. USAID Technical Office: GH/HIDN/ID
8. Tax I.D. Number: N/A
9. DUNS No.: 506824903
10. LOC Number: N/A

## **B. SPECIFIC**

For AID/W Actions:

1. Budget Fiscal Year: 2008
2. Fund: GH-C
3. Operating Unit: GH/HIDN
4. Strategic Objective: A11
5. Distribution: 936-3100
6. Management: A049
7. Benefiting Geo Area: 612
8. Object Class: 4100201
9. Amount Obligated: \$550,000.00

## **C. PAYMENT OFFICE**

U.S. Agency for International Development  
Office of Financial Management  
M/CFO/CMP/DC, RRB 7.07-98B  
1300 Pennsylvania Ave. NW  
Washington, DC 20523

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I. *MANDATORY STANDARD PROVISIONS FOR NON U.S.*

*NONGOVERNMENTAL RECIPIENTS*

II. *REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR NON U.S.*

*NONGOVERNMENTAL RECIPIENTS*

ATTACHMENT E \_\_\_\_\_ INITIAL ENVIRONMENTAL EXAMINATION

## ATTACHMENT A: THE SCHEDULE

### A.1 PURPOSE OF COOPERATIVE AGREEMENT

The purpose of this Cooperative Agreement is to provide support for the program described in Attachment 2 to this Cooperative Agreement entitled "Phalombe Malaria Communities Project."

### A.2 PERIOD OF COOPERATIVE AGREEMENT

The effective date of this Cooperative Agreement is September 30, 2008. The estimated completion date of this Cooperative Agreement is September 29, 2012.

### A.3 AMOUNT OF COOPERATIVE AGREEMENT AND PAYMENT

1. The total estimated amount of this Cooperative Agreement for the period shown in A.2 above is \$1,312,353.00.
2. USAID hereby obligates the amount of \$550,000.00 for program expenditures during the period set forth in A.2 as shown in the Budget below. The Recipient will be given written notice by the Agreement Officer if additional funds will be added. USAID is not obligated to reimburse the Recipient for the expenditure of amounts in excess of the total obligated amount.
3. Payment shall be made to the Recipient in accordance with procedures set forth in 22 CFR 226 and the provisions entitled "Payment – Reimbursement (May 1986)."

### A.4 COOPERATIVE AGREEMENT BUDGET

The following is the Agreement Budget, including local cost financing items, if authorized. Revisions to this budget shall be made in accordance with the Mandatory Standard Provision entitled "Revision of Award Budget (October 1998)."

#### TOTAL BUDGET

Cost Element	Cost in USD
Direct Costs:	\$1,312,353.00
Indirect Costs:	\$ - 0 -
<b>TOTAL:</b>	<b>\$1,312,353.00</b>

## **A.5 REPORTING AND EVALUATION**

### **1. Financial Reporting**

The Recipient must submit one original and two copies. Financial Reports shall be in keeping with 22 CFR 226.

### **2. Program Reporting**

The Recipient shall submit one original and two copies of an annual performance report to, the Cognizant Technical Officer (CTO). Annual performance report guidelines will be provided to the recipient post award.

In addition, the recipient shall submit quarterly project updates to the CTO thirty days following the end of the quarter. Guidelines for quarterly updates will be provided to the recipient post award.

### **3. Final Report**

The Recipient must submit the original and one copy to M/FM, the Agreement Officer, and the CTO and one copy, in electronic (preferred) or paper form of final documents to one of the following: (a) Via E-mail: [docsubmit@dec.cdie.org](mailto:docsubmit@dec.cdie.org) ; (b) Via U.S. Postal Service: Development Experience Clearinghouse, 8403 Colesville Road, Suite 210 Silver Spring, MD 20910, USA; (c) Via Fax: (301) 588-7787; or (d) Online:

<http://www.dec.org/index.cfm?fuseaction=docSubmit.home>

Guidelines for the final reports will be provided by the CTO.

## **A.6 INDIRECT COST RATE**

The Recipient has not proposed any indirect costs under this Cooperative Agreement.

## **A.7 TITLE TO PROPERTY**

Property Title will be vested with the Cooperating Country.

## **A.8 AUTHORIZED GEOGRAPHIC CODE**

The authorized geographic code for procurement of services under this Cooperative Agreement is 935. The authorized geographic code for procurement of commodities under this Cooperative Agreement is 000.

## **A.9 COST SHARING**

The Recipient agrees to contribute cost share in accordance with their approved budget. Please refer to Section A.4 for detailed cost share information

## **A.10 SUBSTANTIAL INVOLVEMENT**

Substantial involvement during the implementation of this Agreement must be limited to approval of the elements listed below:

- a. approval of annual workplans and modifications that describe the specific activities to be carried out under the Agreement;
- b. approval of specified key personnel assigned to the positions listed below. The personnel currently listed have been approved. All changes thereto must be submitted for the approval by the Cognizant Technical Officer;

**Title:** Project Director

- c. approval of monitoring and evaluation plans, and USAID involvement in monitoring progress toward achieving expected results and outcomes;
- d. concurrence with the selection of sub-award recipients.

## **A.11 PROGRAM INCOME**

Program income is not anticipated under this project. Should income be generated under this project, it will be added to the project in accordance with 22 CFR 226.24.

## **A.12 SPECIAL PROVISIONS**

### **A.12.1 USAID DISABILITY POLICY (DEC 2004)**

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

(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.

#### **A.12.2 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)**

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

#### **A.12.3 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JAN 2002)**

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

#### **A.12.4 ACCOUNTING SYSTEM SURVEY**

The Recipient shall undergo an accounting system survey after the award of the grant. The survey will be performed by USAID's Contract Audit Management Branch, Office of Acquisition and Assistance, Cost, Audit and Support Division. The survey is meant to determine if the Recipient's accounting system is in accordance with Generally Accepted Accounting Principles and if it is capable of accumulating costs for government contracting. The Recipient is required to implement recommendation(s) that may result from accounting system deficiencies noted during the survey of the accounting system. Payments for services rendered by the Recipient will be on a reimbursable basis during this period until the system is deemed adequate for government contracting.

#### **A.12.5 WORKPLAN APPROVAL PROCESS**

A workplan template will be provided to the Recipient within fifteen (15) days after award of this Cooperative Agreement. Final workplans will be due to the CTO approximately sixty (60) days after award of this Cooperative Agreement.

#### **A.12.6 ENVIRONMENTAL CONCERNS**

During the life of the Agreement, the Recipient will follow the approved environmental mitigation measures described in the Initial Environmental Examination, attached as Attachment E.

**ATTACHMENT B**  
**PROGRAM DESCRIPTION**

## Phalombe Malaria Communities Project

### 1. Executive Summary

Concern Universal (CU) proposes to implement the Malaria Communities Programme (MCP) in Phalombe District in the southern region of Malawi in partnership with the Holy Family Hospital (Christian Health Association of Malawi (CHAM)) and the District Health Office (DHO). Proposed start and end dates of the project are **1<sup>st</sup> October 2008 and 30<sup>th</sup> September 2012**. The total cost of the project and the request from USAID is **US\$1,351,538**. Estimated number of total population in Phalombe District is 300,451 people. The project will target under-five children and pregnant mothers who are the most vulnerable to malaria. The proposed primary beneficiaries in the proposed target area are 66,000 people comprising 51,000 under-five children and 15,000 pregnant mothers (expected pregnancies). The project will also target People Living with HIV and AIDS (PLWHA). Phalombe has a high HIV and AIDS prevalence of 18.8% (CU, 2006)<sup>1</sup> (compared to the national prevalence of 14%) in the district as well as the poorest of the poor (i.e. the elderly, child-headed households, Orphans and other Vulnerable Children (OVCs)).

The overall objective of the proposed project is to reduce malaria associated mortality and morbidity by 50% compared to the current level. The project specific objectives are: (i) Increased community awareness and knowledge on malaria prevention, treatment and case management; (ii) Promotion of correct and consistent use and treatment of Insecticide-Treated Nets (ITNs); (iii) Increased access to Intermittent Preventive Treatment (IPT); and, (iv) Building the capacity of indigenous organisations in malaria management. Key activities to be implemented include community and local leaders malaria education and sensitisation workshops; knowledge, attitudes and practices on malaria assessment and community based strategy development in the fight against malaria; community and school campaigns and competitions and health talks; development and distribution of malaria IEC materials; ITN correct use and treatment demonstrations; support to malaria week; formation of community based organisations to support IPT; and training and capacity building of community based organisations in the fight against malaria. Issues of Gender, HIV and AIDS and environment will also be mainstreamed.

Malaria is a major health problem in Malawi, especially among under-five children and pregnant women. It is the commonest cause of outpatient visits, hospitalisation and death. Phalombe District has been chosen as the target district because of high under-five children malaria cases (62%), high malaria cases of total population pegged at 21% and an increased percentage of malaria cases in out patient attendance of 23% (HMIB, 2007<sup>2</sup>). These statistics indicate low adoption of malaria prevention practices. This project fits very well with the President's Malaria Initiative (PMI) Malaria Operational Plan and Strategy for Malawi and it addresses National Malaria Control Programme (NMCP) identified needs and gaps. The project will achieve this by increasing malaria awareness at community level, promoting correct and consistent use of ITNs and IPT, and by building the capacity of indigenous organisations in malaria control and management. CU will implement the proposed project in partnership with CHAM and the DHO and in collaboration with the Phalombe District Assembly, the NMCP, the PMI Team (United States Agency for International Development (USAID) and Centres for Disease Control and Prevention (CDC)), Village Health Committees (VHCs), and Community/Faith Based Organisations (C/FBO) (approximately 15).

<sup>1</sup> Concern Universal (2006), *Mkhumba Boundary Communities Livelihoods Improvement Project: HIV and AIDS Situation Analysis*. Draft Report 1. August 2006.

<sup>2</sup> Health Management Information Bulletin (2007) *Annual Report: July 2005-June 2006*. Ministry of Health Planning Department Health Management Information Unit.

According to the 2006-11 strategy, CU will focus its efforts in five of Malawi's 28 districts while maintaining flexibility to respond to emergencies wherever it can make a significant difference. The five districts are among the poorest and densely populated central (Dedza and Ntcheu) and southern (Balaka, Phalombe and Thyolo) region districts of Malawi. The proposed malaria project will be implemented in Phalombe where most of the malaria indicators are low and below the national average.

### **Main Methods of Operation**

CU's main mode of operation is partnership with existing local structures including government (national and local), NGOs, C/FBOs, the private sector, etc. Partnerships usually include participatory development of projects and joint implementation, monitoring and evaluation. The most appropriate partners for each initiative are determined based on the context of the project, the structures that exist on the ground and the overall and specific objectives of the project. Each project idea is scrutinised to check if it fits well with local, national and international policies, priorities and targets (for example, MDGs, Malawi Growth and Development Strategy {MGDS}, NMCP, etc). Then the most appropriate role that CU could play is determined after taking into consideration what other stakeholders are already doing and the major gaps that CU could effectively fill. In this particular project, CU will work in collaboration with a range of organisations including Phalombe District Assembly, the District Health Office (DHO), CHAM health centres, C/FBOs, etc.

### **Experience in Community-Level Health Programmes**

CU has more than a decade of experience in designing, implementing and monitoring community-level health programmes in Africa and Asia including Malawi. CU strives to adopt and use national and international monitoring indicators and systems. CU's comparative advantage is related to its extensive experience in community mobilisation, sensitisation and education, especially in the relevant areas of targeted nutrition, HIV and AIDS, and Hygiene Education and Sanitation Promotion (HESP). CU has been implementing HESP initiatives in Malawi since the early 1990s and HIV and AIDS and targeted nutrition in the last six years. In relation to malaria, CU has been supporting ITN distribution through health centres in Dedza District and through village committees in Thyolo District. It has also participated in the Southern Africa Development Community (SADC) mosquito net dipping campaign and it supports distribution of malaria drugs with HIV and AIDS home based care packs. Three past performance references are summarised and attached (**Attachment 1**).

### **Relationships with the Host Country Government and Other Organisations**

CU started to operate in Malawi in 1989 under an agreement signed with the Government of Malawi (GoM). CU is a member of the Council for Non-Governmental Organisations of Malawi (CONGOMA) and it is registered with the NGO Board of Malawi under the NGO Act. The GoM, through ministries of Health; Irrigation and Water Development; Agriculture and Food Security; Women and Child Development; etc. has been our most important partner.

CU involves potential participating communities and GoM personnel in a participatory design of new projects and letters of support are usually received from the relevant local government official or a GoM department confirming support to the project. Please find attached letters of support from the DHO in Phalombe and from the Holy Family Hospital in Phalombe (**Attachment 2**). Once funding is secured, a district project management committee will be established comprising CU and GoM personnel to plan, implement, and monitor the project by integrating the project activities within the district plan. In most cases, CU employs only key personnel that will complement existing GoM extension workers in order to avoid setting up parallel structures, prevent duplication and maximise the use of project resources. This has been a highly successful approach as most GoM personnel have the

addressing this important deficiency through awareness raising and dissemination of health information in remote rural areas of the district.

**Table 1: ITN Ownership and Use (%)**

Area	HH with at least one ITN	HH who slept under ITN
Malawi	35.0	23.0
Southern	34.5	24.2
Phalombe	28.7	21.4

Source: MICS, 2006

Trend data for malaria in Phalombe District is illustrative of data collected and used at district level. The trend data in the Table 2 highlights that Phalombe District continues to encounter significant malaria problems. In as much as there has been an increase in ITN distribution in 2006, the impact on malaria burden has been limited due to relatively low level of ITN use and due to lack of distribution to the remote and impoverished areas. This is another reason to implement the proposed project in order to maximise the impact of ITN distribution and other malaria control initiatives.

**Table 2: Malaria Occurrence in Phalombe District (2005-2007)**

Occurrence	2005	2006	2007
Malaria in pregnancy (Out-patient cases)	817	1,154	927
Malaria in pregnancy (In-patient cases)	27	33	40
Malaria in pregnancy (In-patient deaths)	1	0	2
Malaria in under-fives (Lab confirmed cases)	-	2026	1776
Malaria in under-fives (Out-patient)	-	-	-
Malaria in under-fives (In-patient)	633	1030	982
Malaria in under-fives severe Anaemia (In-patient cases)	153	173	316
Malaria in under-fives severe Anaemia (In-patient deaths)	2	13	29
ITN distribution	2500	32,813	6463

(Source: collected from Phalombe District, 2007)

Although malaria incidence is not related to malnutrition, fatality from malaria is directly related. Indeed, the nutritional status of children impacts on disease outcomes and vulnerability. Phalombe District shows higher underweight, wasting, and stunting statuses than the national average putting many children at risk of contracting complicated malaria leading to mortality (see Table 3). A 10-year survey (1997-2006) indicates that Phalombe is one of the three districts in Malawi with under-five mortality rates above 150; this is higher than the national average (77) (MICS, 2006).

**Table 3: Comparative Nutritional Status Data (%)**

Nutrition Status	National Level	Southern Region	Phalombe
Stunting	45.9	46.3	46.7
Wasting	3.3	3.0	4.0
Underweight	19.4	19.0	20.2

Source: MICS, 2006

### Current status of health care service delivery

As per the Decentralisation Policy, the District Commissioner is the head of the District Assembly Secretariat and oversees all District Assembly activities including health. The District Health Office (DHO) coordinates all district health activities undertaken by various stakeholders and reports to the national Ministry. Phalombe District has one CHAM hospital, 12 health centres, one dispensary and 66 outreach clinics that are managed by the Ministry of Health or CHAM. Table 4 illustrates the different types of malaria intervention implemented by institutions in Phalombe district. The district has no government hospital, and there are no adequate health facilities, thus posing the problem of long distance to the nearest health facilities. This has also increased mortality rates in communities and late accessibility to treatment of diseases (especially malaria). Patients in the district are referred to a fee paying Phalombe mission hospital run by CHAM. Along with preventive and curative services, the hospital also offers minor surgery units, laboratory, radiography and HIV and AIDS testing equipment. Health centres in the district have maternity wings. Preventive and curative services are provided in the health centre. The Dispensary mainly offers out patient services. Other important services like under-five growth monitoring, information education and communication services are also offered. Minor ailments are treated in the health posts. Diseases commonly treated include malaria, eye infections, diarrhoea and intestinal worms. As outlined earlier, the district also has TBAs who assist with reproductive health services at community level.

**Table 4: Type of Malaria Intervention by Institution**

<b>Institution</b>	<b>Type of malaria intervention/service</b>
Government health facilities and CHAM hospital / health centres	1. Community sensitisation on malaria 2. Training of health workers in antenatal care including IPT 3. Malaria treatment

Poor road infrastructure, long distances to health facilities, shortage of health personnel, lack of medical supplies at health facilities, and the requirement of fees at CHAM facilities make access to health care difficult for the vulnerable segments in rural and poor communities in Phalombe. As an alternative, many people frequent traditional healers as a source of medical care. These are some of the factors that lead to low adoption of services that could help to reduce malaria by vulnerable segments of the population in these districts. Self-medication is another dangerous practice that is observed in the district.

### **Local Partner Organisations and Process Used to Involve Relevant Stakeholders**

Private sector includes the CHAM that provides health care services for a fee. C/FBOs and NGOs provide mostly public health services in the form of education and awareness raising and they also promote demand for health care services. The Malawi health sector is heavily reliant on development partners for financial support and technical advice. The Global Fund for HIV and AIDS, Tuberculosis and Malaria has provided resources to MoH for malaria control activities. The DHO, the CHAM coordinator and their assistants have been consulted on the gaps in malaria control that this project would address. They have been fully supportive and provided data and contributed ideas to the development of the project. A memorandum of understanding will be drawn if the proposal is successful. However, for now, two support letters are attached (see **Attachment 3**) from Holy Family Hospital (CHAM facility) and Phalombe DHO on project partnership with CU.

During these consultations, stakeholders identified the following activities that are required in Phalombe District to reduce existing gaps in malaria prevention: a district wide survey on net usage;

insecticide residual sprays in community households; malaria Information, Education and Communication (IEC) materials in the communities; quarterly review meetings with health workers on case management; monitoring and supervision of activities; the provision of ITNs; training volunteers to recognise signs and symptoms for malaria and take appropriate treatment within 24 hours of the onset of symptoms; and, scaling up IPT for pregnant women. This CU projects proposes to address the majority of these existing gaps (with the exception of insecticide residual sprays in community households and the provision of ITNs).

Population Services International (PSI), a US-based NGO, was consulted and they expressed an opinion that although they have a national network to distribute ITNs, infiltrating deep into the remote areas with ITNs as well as education and public awareness has been a serious challenge and this project could focus on that niche. Successful implementation of this project would produce valuable lessons regarding strategies and approaches for a national and international malaria communities' programme.

#### **4. Programme Strategy and Technically-Appropriate Interventions**

##### **Goal and Objectives of the Proposed Project**

The goal of the proposed project is to reduce malaria associated mortality and morbidity by 50% compared to the pre-initiative level. The project specific objectives are to: (i) increase malaria awareness at community level; (ii) promote correct and consistent use and treatment of ITN's; (iii) increase access to IPT; and, (iv) build the capacity of indigenous organisations in malaria management. These objectives will have a primary emphasis and focus on pregnant women, children under five, PLWHA, and other vulnerable groups (i.e. the elderly, child-headed households, OVCs), as well as at general Phalombe community as appropriate. The goal of the proposed project is similar to the PMI goal and MDGs while focusing on Phalombe District. The objectives of the programme are also directly related to the NMCP strategy that advocates scaling up of ITNs, IPT, case management for treatment of malaria cases, etc. and the proposed project provides an excellent opportunity for penetration into remote rural areas through community mobilisation, sensitisation and education, and by making linkages with other specialised organisations who provide services such as ITN distribution by PSI.

##### **Overview of Proposed Project Strategy**

As illustrated in the situation analysis, the adoption of malaria prevention practices in Phalombe District is below both national and regional averages. This implies that both under-five children and pregnant women are at high risk of contracting malaria. In order to meet the goals of the PMI and NMCP, the project will work in partnership with all stakeholders in the district (MoH staff at district and community levels, CHAM, PSI, VHCs, Ministry of Women and Child Development, etc) to conduct malaria awareness campaigns through the yellow van, theatre for development, songs and other relevant media in rural communities. It will also enhance malaria intervention in the home-based care groups that exist in the district.

As the facilitating agent, CU plans to work with health surveillance assistants, CBOs (see Table 7), and other extension staff to reach out to communities to train, inform, raise awareness and fill knowledge gaps on malaria management and prevention, in order to increase adoption of existing and improved malarial treatment and administration, particularly for pregnant women and under-five children, PLWHA etc, as well as build community and institutional capacity. The ultimate goal is to empower communities (particularly target groups) and increase sustainable local ownership to reduce the prevalence of malaria in Phalombe District, as well as assist service providers to provide quality and timely services.

CU will work with VHCs that are already in the communities, and will facilitate formation or strengthening of such committees where they are non-existent or weak. Each village will have a VHC as well as volunteers who will be trained in basic malaria information. Regular village meetings on health issues, especially malaria will be conducted. Information will be provided on how to prevent malaria infection and where to go to seek assistance if symptoms of malaria are observed. CU will network with other service providers such as PSI and MoH to expand distribution of ITNs to remote rural areas and potentially advocate for procurement of nets by the private sector. CU understands that there are policy issues that are currently limiting subsidised ITN distribution to poor households except those households that have under-five children or pregnant women. Therefore, CU will work with the GoM to encourage the development of ITN distribution systems at affordable prices that could benefit the poorest segments of the community. CU will use existing community structures to implement activities under this initiative, especially building on the HIV and AIDS activities and food security projects that CU is already implementing in the district. Malaria activities will start in areas where there are ongoing CU activities within the district and gradually scale up and move into new areas ultimately covering the entire district by the second year of the project.

These approaches ensure a pragmatic, systematic and cost effective scale up strategy and lessons learned can be applied to speed up implementation in the new areas. Increasing awareness in a sustained manner and building capacity of local population will enhance demand for services and commodities necessary for malaria control. These approaches are key to sustainability of programmes under the initiative because communities will understand their purpose and benefit and will, therefore, appreciate and value the programmes as their own. With concerted effort from the initiative and willingness of beneficiaries to participate in the programmes, the targets can be achieved.

### **Description of Proposed Key Malaria Activities**

#### **(i) To increase community awareness and knowledge on malaria prevention, treatment and case management.**

The plan is to work with communities to raise awareness of the risks if malaria is left uncontrolled, the signs of malaria and treatment issues. There are myths about malaria in the communities that need to be corrected. Discussions with the Phalombe DHO revealed that they mainly treat severe malaria cases because people seek treatment too late; this results in greater difficulty treating malaria, and may result in death. The following are some of the key activities that will be implemented to achieve the specific objective:

- Orient traditional leaders, traditional healers and VHCs on malaria prevention and control via workshops, panel discussions and open days. Knowledge, Attitude and Practice (KAP) assessments on malaria will also be conducted to assist in participatory development of relevant malaria strategies for the communities in the fight against malaria.
- Facilitate community campaigns and health talks in all public community forums to raise awareness of the new malaria drugs, and access to drugs.
- Develop malaria disease cycle posters and distribute. The project will facilitate production and distribution of malaria control IEC materials at health centres, schools and market centres that contain basic information on prevention, control and treatment of malaria as well as symptoms of malaria.
- The project will facilitate community and school campaigns to raise awareness on health seeking behaviour, prevention and treatment of malaria. Campaigns on malaria management at community level will be conducted with men, women, boys and girls during regular village meetings and youth meetings. This activity will also stimulate behaviour changes on health seeking. CU will also work with education institutions especially primary schools to enhance young people's understanding of

- Train home based care volunteers in the new malaria drug administration and drug management in their drug kits.
- Train indigenous groups and school youths in theatre for development in malaria diagnosis, disease cycle, prevention and development of effective community based IEC materials.
- Train Government and CHAM health staff in malaria case management.
- Training health CBOs in malaria data collection and utilisation. The volunteers, VHCs and home based care groups will also be trained in data collection and participatory M&E.
- Train TBAs in malaria prevention interventions including IPT & correct use and treatment of ITNs.

### **The Decision-making Process for the Selected Approach**

#### Rationale for selected population and district:

The proposed project will be located in Phalombe District in the southern region of Malawi (See **Attachment 3** for a map of the area). Phalombe is one of the 13 districts of the southern region. It borders Mozambique on the eastern side, Zomba District in the North and Mulanje District in the west and southern part. Phalombe District has been chosen as the target district because of low adoption of malaria prevention practices, high malnutrition levels for under-five children, and high HIV and AIDS prevalence (18.8%) among others. A 10-year period (1997-2006) survey indicates that Phalombe is one of the three districts in Malawi with under-five mortality rate above 150, higher than the national average of 77 (MICS, 2006). Major diseases in Phalombe District include malaria, HIV and AIDS, malnutrition, diarrhoea, respiratory infections, Anaemia, Meningitis, Tuberculosis, Obstetric complications and Malignancies. Out of all these diseases, the leading causes of hospitalisation in the district for all patients are malaria and upper respiratory infection (SEP, 2006). Phalombe is predominantly rural with a few semi-urban centres. CU has substantial development activities in the district and the proposed project will build on these activities and relationships and complement and add value to its current development work in HIV and AIDS, food security and sustainable livelihoods.

Although CU has been implementing the above activities, there remains a gap in addressing problems of malaria, and this is a timely opportunity to include malaria prevention and control activities. The simultaneous and integrated implementation of these interrelated activities is expected to result in a significant improvement in the health status and livelihoods of communities. The malaria intervention will also build on, and add value to current CU's projects.

CU has gained extensive experience in working with and targeting under-five children, pregnant mothers and other vulnerable groups such as PLWHAs (the same target group for the malaria project). CU is already working with these vulnerable groups and this project will provide an opportunity to add a malaria prevention and control component that has been largely missing so far. CU also has experience in distributing ITNs in therapeutic feeding centres, especially in Dedza District. This project will advocate for scaling up of ITN distribution at affordable prices, especially in remote rural areas, in collaboration with MoH and CBOs, as well as lobbying the private sector for financial contributions.

Adoption of good health practices (such as sleeping under ITNs) will help to control malaria in the most vulnerable segments of the population in the southern region, which is generally below the national average (see Table 1). Similarly, the target district falls below the regional average of ITN ownership and use highlighting the priority that this district deserves priority assistance. CU has established good relationships with key government and NGOs in the district. Therefore, it will be easy for CU to start and implement the project with stakeholder support. CU has gained trust from its partners, making it easy to mobilise partners and to gain support.

### Population

Phalombe District has six Traditional Authorities (TAs), 46 VDCs, and 445 villages. Phalombe has a population of 300,451 people. Table 5 provides a breakdown of the population and Table 6 illustrates positive HIV tests and AIDS cases from 1998-2005.

**Table 5: Population by Group and District**

Population Group	Phalombe	Malawi
Women of child bearing age	69,104	2,934,313
Under-five children	51,077	2,168,840
Total population	300,451	12,757,883

Source: HMIB, 2007

**Table 6: Positive HIV tests and AIDS cases (1998 – 2005)**

Description	1998	2000	2005
HIV positive tests	19,800	24,060	29,938
New AIDS cases	964	1359	2180
AIDS deaths	864	1261	2112
New orphans	960	1428	2115
HIV +ve children	1241	1709	2608

Source: Collected from Phalombe DHO, 2005

### Factors in the community that led to choice of community mobilisation and behaviour change approaches:

- Inadequate knowledge of malaria as a disease, its prevention and control practices. There is much misconception of the causes of malaria and disease epidemiology, and a lack of awareness regarding the new drug for malaria treatment. The communities are also not aware of the mortality and morbidity levels that malaria causes and how it impacts on their social and economic lives. However, it can be prevented and treated. Local leaders are instrumental in guiding the communities in both development and health issues. Involving them will not only sustain the interventions, it will also stimulate participation of all members of the communities. The involvement of school going children will educate future generations to reduce the knowledge gap and fight malaria. Developing their own community strategy on malaria will enhance ownership and interest as well as participation in the project both now and in the future. The correct use of ITNs and treatment will also ensure proper prevention of malaria.
- Beliefs in traditional medicine for treatment of malaria. The belief in traditional medicines and witchcraft causes delays in seeking conventional medical treatment often resulting in mortality. The communities will be educated on the signs and symptoms of malaria and treatment.
- Poor health seeking behaviour. Most communities visit health services too late and practice drug administration at home. This leads to drug abuse and drug resistance problems.
- Pregnant women not accessing IPT. Communities are still not aware of the dangers of contracting malaria for pregnant women and its effects. Communities will be involved to encourage pregnant women to attend a health facility to have IPT, even if they attend antenatal clinics run by TBAs. Moreover, communities will be empowered to ensure that pregnant women enrol for antenatal clinics early enough to avoid complications related to malaria infections.

### Roles and Responsibilities of Local Partners

The key local partners are the Phalombe DHO and the Holy Family Hospital under CHAM. CU's main role will be facilitating the planning, implementation, monitoring, evaluation and reporting of the project. CU will employ a small number of well-qualified and experienced personnel to work with the above-mentioned key partners and other collaborators such as the MoH, the NMCP, the PMI Team (USAID and CDC). CU will ensure that the plans developed are reasonable and appropriate to help the achievement of the project objectives and will follow up implementation to assure high standards. In addition, CU will support the local partners in their efforts to develop their capacity to provide effective services to the district population. Finally, CU will ensure that cash flows are prepared to allow smooth implementation of plans and all project resources are effectively utilised and accounted for.

The Phalombe DHO and the Holy Family Hospital will be the main implementers of the project with support from CU. Their key responsibilities will be around diagnosis and treatment of malaria, administration of appropriate drug regimes, and participating in the monitoring of malaria prevalence and effectiveness of services provided by their institutions and by the project. Health Surveillance Assistants from the DHO will be the key implementers of community education and awareness raising including campaigns and field days. The Holy Family Hospital will administer IPT.

MoH/NMCP along with the PMI Team (USAID and CDC) will provide leadership on all PMI malaria control activities. They will take the lead to determine research to be conducted, coordinate all malaria control programs and help mobilise resources for malaria control. The MoH/NMCP will disseminate malaria control research, updates and best practices. C/FBOs will participate in implementing MoH developed malaria control programmes. Their activities are mostly community based and tend to provide people level impact programmes, and they help to fill the human resource gap at community level. USAID Malawi has substantial involvement in: the approval of key personnel, work plans and programme modifications; approval of monitoring and evaluation plans and participating in monitoring progress towards achieving expected results and outcomes; and, in the concurrence with the selection of sub awards. The PMI Team will collaborate with the NMCP and assist with the building of local capacity to address malaria and promote sustainability of host country efforts. In order to move towards sustainability of efforts to control malaria, there is need for local ownership of the programme. VHCs could mobilise communities; disseminate IEC messages; acquire, store and distribute ITNs; and promote re-treatment of nets where long lasting nets are not available. The committees will participate in supervision of volunteers and monitoring and evaluation of their local programs.

As outlined earlier, key stakeholders (including the MoU, CHAM, CBOs) have identified the existing gaps and limitations in malaria prevention and treatment in Phalombe District, and support this CU project proposal. Agreed and identified roles and responsibilities are outlined in Table 7. Community Home Based Care (HBC) groups provide chronically ill patients with comprehensive care from home and community to institutional services in order to ensure that their diverse needs and those of families are met. Key interventions include: medical care; basic nursing, psychosocial and palliative care; transfer of skills to the primary care giver; monitoring of the patient in ARV and TB treatment; and discharge planning and referral to appropriate services. So far, HBC groups in the district have focused mainly on HIV and AIDS care and support. Therefore, the project will build the capacity of HBC groups to include malaria diagnosis and treatment within their roles and responsibilities. For example, the project will take advantage of the existing drug box to enhance malaria case management. Drug kits will be strengthened or established to ensure availability of malaria control supplies within the communities.

**Table 7: Roles and responsibilities of stakeholders**

Stakeholders	Role	Responsibility
CU	Facilitating and managing agency	Capacity building for stakeholders and community mobilisation, gender mainstreaming, and monitoring and evaluation (M&E)
Phalombe District Health Office	Implementing agency	Diagnosis, malaria treatment, community awareness, IPT, M&E
Holy Family Hospital (CHAM)	Implementing agency	Diagnosis, malaria treatment and IPT, M&E
CBOs - Thandizo, Mpassa, Bwanaisa, Linguni, Masangano, Migowi CCAP <sup>9</sup> and HBC, Chikondano, Sambanjati, Dindi, Mlambala, Tigwirizane, Mileme, Chisomo Orphan and Disability, Michesi Tiwoloke, & Namakhuwa	Implementing agencies	Community case management, drug kit management and malaria referrals, M&E
Target groups/community	Implementing agencies/recipients	Community participatory monitoring, malaria activities and competitions

**Work Plan Matrix****Table 8: Year 1 Work Plan**

Objective / Activity	Outputs Year 1	PMI Target (s) to which outputs will contribute	Timeline	Key sub partners (GoM, NGOs etc)	Location (at least at district level)
<b>Objective 1: Increase community awareness and knowledge on malaria prevention, treatment and case management</b>					
1. Activity: Conduct 6 traditional leaders and VHC orientation workshops on malaria prevention and treatment including IEC material	<ul style="list-style-type: none"> <li>460 local leaders are aware of malaria prevention and treatment, and encourage community members to seek timely malaria treatment.</li> <li>50% of households</li> </ul>	<ul style="list-style-type: none"> <li>85% of under-5 children with suspected malaria will have received treatment with an anti-malarial drug in accordance with national malaria treatment policies within 24 hours of onset of their symptoms</li> </ul>	Community campaigns: Nov – Oct	MoH, CHAM, CU	Phalombe

<sup>9</sup> Church of Central Africa Presbyterian

**ATTACHMENT C**

**BRANDING STRATEGY AND MARKING PLAN**

## Concern Universal (CU) / USAID Branding Strategy

**Date submitted:** 19 September 2008

**CU Information:**

CU Office: CU Malawi  
CU Contact Person: Samson Hailu, Country Director  
Contact Phone Number: +265 1823761 / 1823262  
Contact E-mail: [samson.hailu@concern-universal.org](mailto:samson.hailu@concern-universal.org)

**For a New Award:**

USAID Solicitation Number: USAID M/OAA/GH-08-147  
USAID Solicitation Name: Malaria Communities Program (MCP)

**Describe how the project, or individual activities, will address the following:**

### Positioning

**1. Programme, project or activity name –**

The project name is "Phalombe Malaria Communities Project". At the activity level, marking will include logos of the President's Malaria Initiative (PMI), CU and, in exceptional cases, other relevant local implementing partners.

**2. Program logo –**

CU has received a sample of a special PMI program logo that contains USAID and other partners' logos (Department of Health & Human Services, CDC and Department of State). CU will use this PMI logo.

### Program Communications and Publicity

**3. Primary and secondary audiences –**

The **primary** audience for this project is the direct beneficiaries in the proposed target area – 66,000 people comprising 51,000 under-five children and 15,000 pregnant mothers (expected pregnancies). The project will also target People Living with HIV and AIDS (PLWHA) (Phalombe has a high HIV and AIDS prevalence) as well as the poorest of the poor (i.e. the elderly, child-headed households, orphans and other vulnerable children (OVCs)). The **secondary** audience is the rest of the population in the district who will benefit from improved understanding of malaria prevention and management by members of the family and from public campaigns.

**4. Communication or program materials to be used to explain or market the program to beneficiaries –**

These include public campaigns, IEC materials, training materials, brochures, banners, and band and drama performances. These materials will have a dual function of publicising the program to beneficiaries and educating program participants about simple actions that need to be taken to prevent, treat and manage malaria.

**5. Main program messages –**

Main program messages include importance of:

- Correct and consistent use and treatment of ITNs.
- Anti malaria treatment during the second and third trimester in order to have a safe and better pregnancy outcome.
- Prevention, control and treatment of malaria as well as symptoms of malaria.

**6. Will there be public promotion of the program to host country citizens –**

Yes. Public promotion of the program to potential beneficiaries will happen through local government and traditional leaders and through health centres in Phalombe District.

**Acknowledgements**

**7. Direct involvement from host country government ministries –**

CU successfully partners with local government authorities in various districts of Malawi. In relation to this program, CU will collaborate with the Phalombe District Health Office, Holy Family Hospital (a Christian Health Association of Malawi hospital) and a number of community-based organisations.

**8. Any other logos or identities to be used on program materials or communications –**

Only CU and PMI logos or identities will be used on program materials or communications.

## Concern Universal (CU) / USAID Marking Plan

**Date submitted:** 19 September 2008

**CU Information:**

CU Office: CU Malawi  
CU Contact Person: Samson Hailu, Country Director  
Contact Phone Number: +265 1823761 / 1823262  
Contact E-mail: [samson.hailu@concern-universal.org](mailto:samson.hailu@concern-universal.org)

**For a New Award:**

USAID Solicitation Number: USAID M/OAA/GH-08-147  
USAID Solicitation Name: Malaria Communities Program (MCP)

### I. PROGRAM DELIVERABLES TO BE MARKED

CU plans to mark the following with the President's Malaria Initiative (PMI) Graphic Identity:

#### B. Public Communications

- Reports
- Public Service announcements
- Promotional Materials
- Information Products

**More information:** The above listed communication materials, plus others such as job and consultancy (e.g. evaluations) advertisements in national daily newspapers, will have the logos of CU and the PMI displayed in equal size and prominence. The appropriate logo for such purposes will either be downloaded from USAID website or obtained from USAID-Malawi. Financial support from the American people will be acknowledged in reports and other appropriate materials with a disclaimer that the views expressed in these reports do not necessarily reflect the views of USAID or the US Government.

#### C. Events

- Training workshops

**More information:** There will be a number of training workshops and public awareness raising events during the implementation of this project. Workshop materials will display the PMI identity and communities who will attend public awareness raising events will be informed of the financial support from the American people. Equipment such as vehicles, motorcycles and computers that will be used at such events will have a sticker with the PMI logo.

**D. Commodities**

- Equipment (non Administrative)
- Program Materials (non Administrative)

**More information:** There are motorcycles (5), a vehicle, computer sets (5) and a photocopier that will be procured with the project grant. These will have stickers of CU and the PMI displayed on them. CU will approach USAID Malawi if the PMI stickers are available for collection. If not, CU has experience of getting such stickers made locally and we will make the necessary arrangement to get them made. There is a health centre that will be maintained as part of the project implementation and a placard stating the contribution of the US Government will be displayed in a prominent location.

**Table: Summary of Marking Strategy**

Program Activity	Program Deliverable	Type of Marking	Material Used for Marking	Location of Marking	When Marking will take place
<i>Objective 1: Increase malaria awareness at community level</i>					
Workshops & campaigns	IEC materials	Print	PMI logo	Top cover	At the time of printing
<i>Objective 2: Promote correct and consistent use and treatment of ITNs</i>					
Public campaigns	IEC materials	Print	PMI logo	Top cover	At the time of printing
Drama	Performances	Banners & verbal	PMI logo; acknowledgement of US Government support	Banners	At the time of printing; at the beginning/end of performance
<i>Objective 3: Increase access to IPT</i>					
Antenatal care	IEC materials & posters	Print	PMI logo	Top cover/top	At the time of printing
<i>Objective 4: Build the capacity of indigenous organisations and stakeholders in malaria management</i>					
Training	Training materials	Print	PMI logo	Top cover	At the time of printing

**Marking Plan Submitted By (CU):**

Samson Hailu



Printed Name:  
Date 19 Sept 2008

Signature  
Office

**Marking Plan Approved By (USAID):**

Printed Name  
Date

Signature  
Office

**I. MANDATORY STANDARD PROVISIONS FOR NON-U.S. NONGOVERNMENTAL RECIPIENTS**

**1. ALLOWABLE COSTS (OCTOBER 1998)**

a. The recipient shall be reimbursed for costs incurred in carrying out the purposes of this award which are determined by the Agreement Officer to be reasonable, allocable, and allowable in accordance with the terms of this award and the applicable\* cost principles in effect on the date of this award. The recipient may obtain a copy from the Agreement Officer. Brief definitions of what may be considered as reasonable, allocable, and allowable costs are provided below, however, it is the recipient's responsibility to ensure that costs incurred are in accordance with the applicable set of Cost Principles.

(1) Reasonable. Shall mean those costs which are generally recognized as ordinary and necessary and would be incurred by a prudent person in the conduct of normal business.

(2) Allocable Costs. Shall mean those costs which are incurred specifically for the award.

(3) Allowable Costs. Shall mean those costs which conform to any limitations in the award.

b. Prior to incurring a questionable or unique cost, the recipient shall obtain the Agreement Officer's written determination on whether the cost will be allowable.

c. It is USAID policy that no funds shall be paid as profit or fee to a recipient under this agreement or any subrecipient. This restriction does not apply to contractual relationships under this agreement.

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\*NOTE: For educational institutions use OMB Circular A-21; for all other non-profit organizations use OMB Circular A-122; and for profit making firms use Federal Acquisition Regulation 31.2 and USAID Acquisition Regulation 731.2.

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[END OF PROVISION]

**2. ACCOUNTING, AUDIT, AND RECORDS (OCTOBER 1998)**

a. The recipient shall maintain financial records, supporting documents, statistical records and all other records pertinent to the award in accordance with generally accepted accounting principles formally prescribed by the U.S., the cooperating country, or the International Accounting Standards Committee (an affiliate of the International Federation of Accountants) to sufficiently substantiate charges to this award. Accounting records that are supported by documentation will as a minimum be adequate to show all costs incurred under the award, receipt, and use of goods and services acquired under the award, the costs of the

program supplied from other sources, and the overall progress of the program. Unless otherwise notified, the recipient records and subrecipient records which pertain to this award shall be retained for a period of three years from the date of submission of the final expenditure report and may be audited by USAID and/or its representatives.

- b. Foreign for-profit and non-profit organizations that expend \$300,000 or more per their fiscal year in "USAID awards", i.e. as recipients or subrecipients of USAID grants or cooperative agreements, or as cost reimbursable subcontractors of USAID grants or cooperative agreements, shall have an annual audit conducted in accordance with the "Guidelines for Financial Audits Contracted by Foreign Recipients" issued by the USAID Inspector General.
- c. Foreign for-profit and non-profit organizations expending less than \$300,000 per their fiscal year under USAID cost-reimbursable contracts, grants, cooperative agreements, or agreements with host governments shall be exempt from the above financial audit requirements, but are subject to the requirement to make records available upon request for review by USAID officials or their designees.
- d. USAID shall retain the right to conduct a financial review, require an audit, or otherwise ensure adequate accountability of organizations expending USAID funds regardless of the audit requirement.
- e. Foreign organizations that provide USAID resources to other organizations to carry out the USAID program and activities shall be responsible for monitoring their subcontractors or subgrantees. Allowable costs for limited scope subrecipient audits charged to USAID funds shall be limited to one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; matching, level of effort; earmarking; and reporting.
- f. The audit report shall be submitted to USAID within 30 days after completion of the audit; the audit shall be completed, and the report submitted, not later than 9 months after the close of the recipient's fiscal year. The USAID Inspector General will review this report to determine whether it complies with the audit requirements of this award. No audit costs may be charged to this award if audits have not been made in accordance with the terms of this provision. In cases of continued inability or unwillingness to have an audit performed in accordance with the terms of this provision, USAID will consider appropriate sanctions which may include suspension of all or a percentage of disbursements until the audit is satisfactorily completed.
- g. This provision in its entirety shall be incorporated into all subawards with non-U.S. organizations which meet the \$300,000 threshold as described at paragraph (b) of this Provision. Subawards to non-U.S. organizations which are for more than \$10,000 but do not meet the \$300,000 threshold shall at a minimum incorporate paragraph (d) of this Provision. Subawards of grants and cooperative agreements made to U.S. organizations shall state that the U.S. organization is subject to the audit requirements contained in OMB Circular A-133.

[END OF PROVISION]

**3. PAYMENT ADVANCES AND REFUNDS (OCTOBER 1998)**

- a. Recipients shall maintain advances of USAID funds in interest bearing accounts, unless:
- (1) the recipient receives less than \$120,000 in U.S. Government awards per year;
  - (2) the best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on U.S. Government cash balances; or
  - (3) the depository would require an average or minimum balance so high that it would not be practical to maintain the advance in an interest bearing account.
- b. Interest earned on advances will be remitted to USAID. However, the recipient may retain up to \$250 of interest earnings per account per year, for administrative expenses.
- c. At the time the award expires or is terminated, the following types of funds shall immediately revert to USAID:
- (1) USAID has obligated funds to the award, but has not disbursed them to the recipient; or
  - (2) USAID has advanced funds to the recipient, but the recipient has not expended them.

Notwithstanding (c) (1) and (2) above, funds which the recipient has obligated in legally binding transactions applicable to this award will not revert to USAID.

- d. USAID reserves the right to require refund by the recipient of any amount which the recipient did not spend in accordance with the terms and conditions of this award. In the event that a final audit has not been performed prior to the closeout of this award, USAID retains the right to a refund until all claims which may result from the final audit have been resolved between USAID and the recipient.

[END OF PROVISION]

**4. REVISION OF AWARD BUDGET (OCTOBER 1998)**

- a. The approved award budget is the financial expression of the recipient's program as approved during the award process.
- b. The recipient is required to report deviations from budget and program plans, and request prior approvals from the Agreement Officer for any of the following reasons:
- (1) To change the scope or the objectives of the project and/or revise the funding allocated among project objectives.
  - (2) To change a key person where specified in the award, or allow a 25% reduction in time devoted to the project.

- (3) Additional funding is needed.
  - (4) Where indirect costs have been authorized, the recipient plans to transfer funds budgeted for indirect costs to absorb increases in direct costs or vice versa.
  - (5) The inclusion of costs that require prior approval in accordance with the applicable set of Cost Principles.
  - (6) The transfer of funds allotted for training allowances (direct payment to trainees) to other categories of expense.
  - (7) The recipient intends to contract or subaward any of the work under this award, and such contracts or subawards were not included in the approved award budget.
- c. If specified in the Schedule of the award, the recipient may be further restricted from transferring funds among cost categories. Such a restriction would require the recipient to get the prior approval of the Agreement Officer before making budget shifts which expect to exceed 10% of the total budget.
  - d. USAID is under no obligation to reimburse the recipient for costs incurred in excess of the total amount obligated under the award. If the total obligated amount under the award has been increased, the Agreement Officer will notify the recipient in writing of the increase and specify the new total obligated award amount.

[END OF PROVISION]

**5. *TERMINATION AND SUSPENSION (OCTOBER 1998)***

- a. The Agreement Officer may terminate this award at any time, in whole or in part, upon written notice to the recipient, whenever it is determined that the recipient has materially failed to comply with the terms and conditions of the award.
- b. This award may be terminated at any time, in whole or in part, by the Agreement Officer with the consent of the recipient. Both parties shall agree upon termination conditions, including the effective date and, in the case of partial terminations, the portion of the award to be terminated. The agreement to terminate shall be set forth in a letter from the Agreement Officer to the recipient.
- c. This award may be terminated at any time in whole or in part by the recipient upon sending written notification to the Agreement Officer with the following information: the reasons for the termination, the effective date, and, in the case of a partial termination, the portion to be terminated. However, if USAID determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, USAID may terminate the award in its entirety in accordance with paragraphs (a) or (b) above.
- d. If at any time USAID determines that continuation of all or part of the funding for a program should be suspended or terminated because such assistance would not be in the

national interest of the United States or would be in violation of an applicable law, then USAID may, following notice to the recipient, suspend or terminate this award in whole or part and prohibit the recipient from incurring additional obligations chargeable to this award other than those costs specified in the notice of suspension during the period of suspension. If the situation causing the suspension continues for 60 days or more, then USAID may terminate this award on written notice to the recipient and cancel that portion of this award which has not been disbursed or irrevocably committed to third parties.

- e. Termination and Suspension Procedures. Upon receipt of and in accordance with a termination notice as specified above, the recipient shall take immediate action to minimize all expenditures and obligations financed by this award and shall cancel such unliquidated obligations whenever possible. Except as provided below, the recipient shall not incur costs after the effective date of termination.

The recipient shall within 30 calendar days after the effective date of such termination repay to the U.S. Government all unexpended USAID funds which are not otherwise obligated by a legally binding transaction applicable to this award. Should the funds paid by USAID to the recipient prior to the effective date of the termination of this award be insufficient to cover the recipient's obligations in the legally binding transaction, the recipient may submit to the Government within 90 calendar days after the effective date of such termination a written claim covering such obligations. The Agreement Officer shall determine the amount(s) to be paid by USAID to the recipient under such claim in accordance with the applicable Cost Principles.

This provision must be included in all subagreements.

[END OF PROVISION]

**6. *DISPUTES (OCTOBER 1998)***

- a. Any dispute under this award shall be decided by the USAID Agreement Officer. The Agreement Officer shall furnish the recipient a written copy of the decision.
- b. Decisions of the USAID Agreement Officer shall be final unless, within 30 days of receipt of the decision of the Agreement Officer, the recipient appeals the decision to USAID's Assistance Executive. Any appeal made under this provision shall be in writing and addressed to the Assistance Executive, U.S. Agency for International Development, Office of Procurement, 1300 Pennsylvania Ave, N.W., Washington, D.C. 20523. A copy of the appeal shall be concurrently furnished to the Agreement Officer.
- c. In order to facilitate review on the record by the Assistance Executive, the recipient shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.
- d. A decision under this provision by the Assistance Executive shall be final.

[END OF PROVISION]

**7. *INELIGIBLE COUNTRIES (MAY 1986)***

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

[END OF PROVISION]

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

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

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

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

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

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

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

[END OF PROVISION]

**9. DRUG-FREE WORKPLACE (JANUARY 2004)**

- a. The recipient agrees that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any Federal award. The statement must
  - (1) Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
  - (2) Specify the actions the recipient will take against employees for violating that prohibition; and
  - (3) Let each employee know that, as a condition of employment under any award, he or she
    - (i) Must abide by the terms of the statement, and
    - (ii) Must notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than five calendar days after the conviction.
- b. The recipient agrees that it will establish an ongoing drug-free awareness program to inform employees about
  - (i) The dangers of drug abuse in the workplace;
  - (ii) Your policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation and employee assistance programs; and
  - (iv) The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
- c. Without the Agreement Officer's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this award, or the completion date of this award, whichever occurs first.
- d. The recipient agrees to immediately notify the Agreement Officer if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the number of each award on which the employee worked. The notification must be sent to the Agreement Officer within ten calendar days after the recipient learns of the conviction.

- e. Within 30 calendar days of learning about an employee's conviction, the recipient must either
- (1) Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
  - (2) Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- f. The policies and procedures applicable to violations of these requirements are set forth in 22 CFR Part 210.

[END OF PROVISION]

**10. *NONLIABILITY (NOVEMBER 1985)***

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

[END OF PROVISION]

**11. *AMENDMENT (OCTOBER 1998)***

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

[END OF PROVISION]

**12. *NOTICES (OCTOBER 1998)***

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

To the USAID Agreement Officer and Cognizant Technical Officer, at the addresses 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 effective date of the notice, whichever is later.

[END OF PROVISION]

**13. *METRIC SYSTEM OF MEASUREMENT (AUGUST 1992)***

Wherever measurements are required or authorized, they shall be made, computed, and recorded in metric system units of measurement, unless otherwise authorized by the Agreement Officer in writing when it has found that such usage is impractical or is likely to cause U.S. firms to experience significant inefficiencies or the loss of markets. Where the metric system is not the predominant standard for a particular application, measurements may be expressed in both the metric and the traditional equivalent units, provided the metric units are listed first.

[END OF PROVISION]

**\*14. *EQUAL PROTECTION OF THE LAWS FOR FAITH-BASED AND COMMUNITY ORGANIZATIONS (FEBRUARY 2004)***

- a. The recipient may not discriminate against any beneficiary or potential beneficiary under this award on the basis of religion or religious belief. Accordingly, in providing services supported in whole or in part by this agreement or in its outreach activities related to such services, the recipient may not discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice;
- b. The Federal Government must implement Federal programs in accordance with the Establishment Clause and the Free Exercise Clause of the First Amendment to the Constitution. Therefore, if the recipient engages in inherently religious activities, such as worship, religious instruction, and proselytization, it must offer those services at a different time or location from any programs or services directly funded by this award, and participation by beneficiaries in any such inherently religious activities must be voluntary.
- c. If the recipient makes subawards under this agreement, faith-based organizations should be eligible to participate on the same basis as other organizations, and should not be discriminated against on the basis of their religious character or affiliation.

[END OF PROVISION]

**15. *IMPLEMENTATION OF E.O. 13224 -- EXECUTIVE ORDER ON TERRORIST FINANCING (MARCH 2002)***

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

[END OF PROVISION]

**\*16. *MARKING UNDER USAID-FUNDED ASSISTANCE INSTRUMENTS (DECEMBER 2005)***

**(a) Definitions**

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

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

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

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

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

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

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

**USAID Identity (Identity)** means the official marking for the United States Agency for International Development (USAID), comprised of the USAID logo or seal and new brandmark, with the tagline that clearly communicates that our assistance is "from the American people." The USAID Identity is available on the USAID website at [www.usaid.gov/branding](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 Cognizant Technical Officer (CTO) or other USAID personnel designated in the grant or cooperative agreement with two copies of all program and communications materials produced under the award. In addition, the recipient will submit one electronic or one hard copy of all final documents to USAID's Development Experience Clearinghouse.

### **(c) Implementation of marking requirements.**

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

(2) When the grant or cooperative agreement does not contain an approved Marking Plan, the recipient will propose and submit a plan for implementing the requirements of this provision within 30 days after the effective date of this provision. The plan will include:

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

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

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

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

- (i) USAID marking requirements would compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials;
- (ii) USAID marking requirements would diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent;
- (iii) USAID marking requirements would undercut host-country government "ownership" of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications better positioned as "by" or "from" a cooperating country ministry or government official;
- (iv) USAID marking requirements would impair the functionality of an item;
- (v) USAID marking requirements would incur substantial costs or be impractical;
- (vi) USAID marking requirements would offend local cultural or social norms, or be considered inappropriate;
- (vii) USAID marking requirements would conflict with international law.

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

**(d) Waivers.**

- (1) The recipient may request a waiver of the Marking Plan or of the marking requirements of this provision, in whole or in part, for each program, project, activity, public communication or commodity, or, in exceptional circumstances, for a region or country, when USAID required marking would pose compelling political, safety, or security concerns, or when marking would have an adverse impact in the cooperating country. The recipient will submit the request through the Cognizant Technical Officer. The Principal Officer is responsible for approvals or disapprovals of waiver requests.
- (2) The request will describe the compelling political, safety, security concerns, or adverse impact that require a waiver, detail the circumstances and rationale for the waiver, detail the specific requirements to be waived, the specific portion of the Marking Plan to be waived, or specific marking to be waived, and include a description of how program materials will be marked (if at all) if the USAID Identity is removed. The request should also provide a rationale for any use of recipient's own identity/logo or that of a third party on materials that will be subject to the waiver.

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

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

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

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

[END OF PROVISION]

**\*17. VOLUNTARY POPULATION PLANNING ACTIVITIES – MANDATORY REQUIREMENTS (MAY 2006)**

Requirements for Voluntary Sterilization Programs

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

Prohibition on Abortion-Related Activities:

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

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

[END OF PROVISION]

[END OF MANDATORY PROVISIONS]

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

***1. PAYMENT – REIMBURSEMENT (MAY 1986)***

- a. The recipient shall submit to the USAID Controller noted in the Schedule of the award an original and 2 copies of SF 1034, "Public Voucher for Purchases and Services Other Than Personal" and SF 1034A, Continuation of SF 1034, on a monthly basis and in no event no later than on a quarterly basis. Each voucher shall be identified by the award number and shall state the total costs for which reimbursement is being requested.
- b. Copies of SF 1034 and 1034A may be obtained from the Controller.

[END OF PROVISION]

***2. INTERNATIONAL AIR TRAVEL AND TRANSPORTATION (JUNE 1999)***

**a. PRIOR BUDGET APPROVAL**

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

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

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

**b. NOTIFICATION**

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

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

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

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

- (i) Send a written notice to the USAID Cognizant Technical Officer 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 Cognizant Technical Officer to forward the notice to the field.
- (ii) The notice should be sent as far in advance as possible, but at least 14 calendar days in advance of the proposed travel. This notice may be sent by fax or e-mail. The recipient should retain proof that notification was made.
- (iii) The notification shall contain the following information: the award number, the cognizant Technical Officer, the traveler's name (if known), date of arrival, and the purpose of the trip.
- (iv) The USAID Mission will respond only if travel has been denied. It will be the responsibility of the Cognizant 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 Cognizant Technical Officer directly, or the prime may contact USAID on the subrecipient's behalf.

c. SECURITY ISSUES

Recipients are encouraged to obtain the latest Department of State Travel Advisory Notices before traveling. These Notices are available to the general public and may be obtained directly from the State Department, or via Internet.

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

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

Travel to certain countries shall, at USAID's option, be funded from U.S.-owned local currency. When USAID intends to exercise this option, USAID will either issue a U.S. Government S.F. 1169, Transportation Request (GTR) which the 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 recipient.

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

g. SUBAWARDS

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

[END OF PROVISION]

**3. OCEAN SHIPMENT OF GOODS (JUNE 1999)**

- a. At least 50% of the gross tonnage of all goods purchased under this award 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.
- b. At least 50% of the gross freight revenue generated by shipments of goods purchased under this award and transported to the cooperating countries on dry cargo liners shall be paid to or for the benefit of privately owned U.S. flag commercial ocean vessels to the extent such vessels are available at fair and reasonable rates for such vessels.
- c. When U.S. flag vessels are not available, or their use would result in a significant delay, the recipient may request a determination of non-availability from the USAID, Transportation and Commodities Division, Office of Procurement, 1300 Pennsylvania Avenue, N.W.,

Washington, D.C. 20523, giving the basis for the request which will relieve the recipient of the requirement to use U.S. flag vessels for the amount of tonnage included in the determination. Shipments made on non-free world ocean vessels are not reimbursable under this award.

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

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

and

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

- e. Shipments by voluntary nonprofit relief agencies (i.e., PVOs) shall be governed by this standard provision and by USAID Regulation 2, "Overseas Shipments of Supplies by Voluntary Nonprofit Relief Agencies" (22 CFR 202).
- f. Shipments financed under this award must meet applicable eligibility requirements set out in 22 CFR 228.21.
- g. This provision will be included in all subagreements which will finance goods to be shipped on ocean vessels.

[END OF PROVISION]

#### **4. *PROCUREMENT OF GOODS AND SERVICES (OCTOBER 1998)***

The recipient may use its own procurement policies and practices for the procurement of goods and services under this award, provided they conform to all of USAID's requirements listed below and the standard provision entitled "USAID Eligibility Rules For Goods and Services".

- a. General Requirements:

(1) The recipient shall maintain a written code or standards of conduct that shall govern the performance of its employees engaged in the awarding and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such conflict would arise when the employee, officer or agent, or any member of the employee's immediate family, the employee's partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in

the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subagreements. However, recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

(2) All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The recipient shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contracts shall be made to the offeror whose offer is responsive to the solicitation and is most advantageous to the recipient, price, quality, and other factors considered. Solicitations shall clearly establish all requirements that the bidder or offeror shall fulfill in order to be evaluated by the recipient. Any and all offers may be rejected when it is in the recipient's interest to do so.

(3) All recipients shall establish written procurement procedures. These procedures shall provide, at a minimum, that:

- (i) Recipients avoid purchasing unnecessary items,
- (ii) Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement, and
- (iii) Solicitations for goods and services provide for all of the following:
  - (A) A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
  - (B) Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
  - (C) A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
  - (D) The specific features of "brand name or equal" descriptions that bidders are required to meet when such items are included in the solicitation.
  - (E) The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.

(F) Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.

(iv) Positive efforts shall be made by the recipients to utilize U.S. small business, minority owned firms, and women's business enterprises, whenever possible. Recipients of USAID awards shall take all of the following steps to further this goal:

(A) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises. To permit USAID, in accordance with the small business provisions of the Foreign Assistance Act of 1961, as amended, to give United States small business firms an opportunity to participate in supplying commodities and services procured under the award, the recipient shall to the maximum extent possible provide the following information to the Office of Small and Disadvantaged Business Utilization (OSDBU/MRC), USAID, Washington, D.C. 20523, at least 45 days prior to placing any order or contract in excess of \$100,000:

- (a) Brief general description and quantity of goods or services;
- (b) Closing date for receiving quotations, proposals, or bids; and
- (c) Address where solicitations or specifications can be obtained.

(B) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

(C) Encourage contracting with consortiums of small businesses, minority-owned firms, and women's business enterprises when a contract is too large for one of these firms to handle individually.

(D) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms, and women's business enterprises.

(v) The type of procurement instruments used, (e.g. fixed price contracts, cost reimbursable contracts, purchase orders, incentive contracts), shall be determined by the recipient but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting shall not be used.

(vi) Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor

integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources. Contracts shall not be made with firms or individuals whose name appears on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs." USAID will provide the grantee with copy of this list upon request.

(vii) Recipients shall, on request, make available for USAID, pre-award review and procurement documents, such as request for proposals or invitations for bids, independent cost estimates, etc., when any of the following conditions apply:

(A) A recipient's procurement procedures or operation fails to comply with the procurement standards in this part, and

(B) The procurement is expected to exceed \$10,000.

(viii) The recipient shall document some form of price or cost analysis in its procurement files in connection with every procurement action. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, and market prices, together with discounts. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability, and allowability.

(ix) Procurement records and files for purchases in excess of the recipient's own small purchase threshold shall include the following at a minimum:

(A) Basis for contractor selection;

(B) Justification for lack of competition when competitive bids or offers are not obtained, and;

(C) Basis for award cost or price.

(x) A system for contract administration shall be maintained to ensure contractor conformance with terms, conditions, and specifications of the contract and to ensure adequate and timely follow up of all purchases. Recipients shall evaluate contractor performance and document, as appropriate, whether contractors have met the terms, conditions, and specifications of the contract.

b. The recipient shall include, in addition to provisions to define a sound and complete contract, the following provisions in all contracts. The following provisions shall also be applied to subcontracts.

(1) Contracts in excess of \$10,000 shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms, and provide for such remedial actions as may be appropriate.

(2) All contracts in excess of \$10,000 shall contain suitable provisions for termination by the recipient, including the manner by which termination will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

(3) All negotiated contracts (except those for less than the recipient's small purchase threshold) awarded by the recipient shall include a provision to the effect that the recipient, USAID, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific program for the purpose of making audits, examinations, excerpts and transcriptions.

(4) In all contracts for construction or facility improvement awarded for more than \$100,000, the recipient shall observe generally accepted bonding requirements.

(5) Contracts, the principal purpose of which is to create, develop, or improve products, processes, or methods; or for exploration into fields that directly concern public health, safety, or welfare; or contracts in the fields of science or technology in which there has been little significant experience outside of work funded by the U.S. Government, shall contain a notice to the effect that matters regarding rights to inventions, intellectual property, and materials generated under the contract are subject to the regulations included in these grant provisions. The contractor shall be advised as to the source of additional information regarding these matters.

[END OF PROVISION]

**5. USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (SEPTEMBER 1998)**

a. Ineligible and Restricted Goods and Services: USAID's policies on ineligible and restricted goods and services are contained in ADS Chapter 312. (See ADS 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 firm or individual whose name appears on the "Lists

of Parties Excluded from Federal Procurement and Nonprocurement Programs." USAID will provide the recipient with this list 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, Origin, and Nationality: The eligibility rules for goods and services based on source, origin, 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 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. A copy will be provided upon request.

(1) For DFA funded awards or when the total procurement element during the life of the 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 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 recipient's documentation:

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

(2) When the total procurement element exceeds \$250,000, (unless funded by DFA), the following applies: Except as may be specifically approved or directed in advance by the Agreement Officer, all goods and services financed with U.S. dollars, which will be reimbursed under this award must meet the source, (including origin) and nationality requirements set forth in 22 CFR 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),

- (4) "Special Free World" countries (USAID Geographic Code 899).
- d. If USAID determines that the recipient has procured any of these specific restricted goods under this award without the prior written authorization of the Agreement Officer, and has received payment for such purposes, the Agreement Officer may require the recipient to refund the entire amount of the purchase.
- e. This provision will be included in all subagreements which include procurement of goods or services which total over \$5,000.

[END OF PROVISION]

**6. SUBAGREEMENTS (OCTOBER 1998)**

- a. Subawards shall be made only with responsible recipients who possess the potential ability to perform successfully under the terms and conditions of a proposed agreement. Consideration shall be given to such matters as integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources. Awards shall not be made to firms or individuals whose name appears on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs." USAID will provide the grantee with a copy of this list upon request.
- b. All subagreements shall at a minimum contain provisions to define a sound and complete agreement in addition to those that are specifically required by any other provisions in this award. Whenever a provision within this award is required to be inserted in a subagreement, the recipient shall insert a statement in the subagreement that in all instances where USAID is mentioned, the recipient's name will be substituted. If subagreements are being made to U.S. organizations, a suggested subaward format incorporating 22 CFR 226 and Standard Provisions will be provided.

[END OF PROVISION]

**7. LOCAL PROCUREMENT (OCTOBER 1998)**

- a. Financing local procurement involves the use of appropriated funds to finance the procurement of goods and services supplied by local businesses, dealers, or producers, with payment normally being in the currency of the cooperating country. Regardless of which source, origin, and nationality rules in paragraph (b) of the Provision entitled "USAID Eligibility Rules for Goods and Services" apply, these rules may be followed for local procurement. Rules on Ineligible and Restricted goods continue to apply.
- 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 the 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 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 will be financed with USAID funds.

[END OF PROVISION]

**8. PUBLICATIONS AND MEDIA RELEASES (MARCH 2006)**

- a. The recipient shall provide the USAID Cognizant Technical Officer one copy of all published works developed under the award with lists of other written work produced under the award. In addition, the recipient shall submit final documents in electronic format unless no electronic version exists at the following address:

Online (preferred):  
<http://www.dec.org/submit.cfm>

Mailing address:  
Document Acquisitions  
USAID Development Experience Clearinghouse (DEC)  
8403 Colesville Road Suite 210  
Silver Spring, MD 20910-6368  
Contract Information  
Telephone (301) 562-0641  
Fax (301) 588-7787  
E-mail: [docsubmit@dec.cdie.org](mailto:docsubmit@dec.cdie.org)

Electronic documents must consist of only one electronic file that comprises the complete and final equivalent of a hard copy. They may be submitted online (preferred); on 3.5" diskettes, a Zip disk, CD-R, or by e-mail. Electronic documents should be in PDF (Portable Document Format). Submission in other formats is acceptable but discouraged.

Each document submitted should contain essential bibliographic elements, such as 1) descriptive title; 2) author(s) name; 3) award number; 4) sponsoring USAID office; 5) strategic objective; and 6) date of publication;

- b. In the event award funds are used to underwrite the cost of publishing, in lieu of the publisher assuming this cost as is the normal practice, any profits or royalties up to the amount of such cost shall be credited to the award unless the schedule of the award has identified the profits or royalties as program income.
- c. Except as otherwise provided in the terms and conditions of the award, the author or the recipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this award, but USAID reserves a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

[END OF PROVISION]

**9. *NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS (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 PROVISION]

**10. *REGULATIONS GOVERNING EMPLOYEES (JUNE 1993)***

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

[END OF PROVISION]

## ***11. PARTICIPANT TRAINING (OCTOBER 1998)***

- a. Definitions: 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 (including TrainNet requirements), except to the extent that specific exceptions to ADS 253 have been provided in this award with the concurrence of the Global Bureau's Center for Human Capacity Development. (See ADS 253) (ADS 253 may be obtained by submitting a request to the Agreement Officer.)
- 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 U.S. through liaison with the National Council for International Visitors (NCIV). If the Washington orientation is determined not to be

feasible, home hospitality can be arranged in most U.S. cities if a request for such is directed to the Agreement Officer, who will transmit the request to NCIV through R&O/IT.

[END OF PROVISION]

**12. TITLE TO AND CARE OF PROPERTY (COOPERATING COUNTRY TITLE)  
(OCTOBER 1998)**

- a. Except as modified by the Schedule of this award, 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 Government 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, but 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 prepare and establish a program, 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 requirements of 22 CFR Part 226.30 through 226.36.
- c. 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 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.

[END OF PROVISION]

**13. PUBLIC NOTICES (JUNE 1993)**

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

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

The recipient may call on USAID's Office of External Affairs for advice regarding public notices. The recipient is requested to provide copies of notices or announcements to the cognizant technical

officer and to USAID's Office of Legislative and Public Affairs as far in advance of release as possible.

[END OF PROVISION]

**14. PROGRAM INCOME (OCTOBER 1998)**

- a. The Recipient shall apply the standards set forth in this Provision to account for program income earned under the award.
- b. Program Income earned during the project period shall be retained by the recipient and, in accordance with USAID regulations, other implementing guidance, or the terms and conditions of the award, shall be used in one or more of the following ways:
  - 1) Added to funds committed by USAID and the recipient to the project or program, and used to further eligible project or program objectives.
  - 2) Used to finance the non-U.S. Government share of the project or program.
  - 3) Deducted from the total project or program allowable cost in determining the net allowable costs on which the U.S. Government share of costs is based.
- c. When the agreement authorizes the disposition of program income as described in paragraph (b)(1) or (b)(2) of this section, program income in excess of any limits stipulated shall be used in accordance with paragraph (b)(3) of this section.
- d. If the terms and conditions of the award do not specify how program income is to be used, paragraph (b)(2) of this section shall apply automatically; program income in excess of the cost share amount may be applied in accordance with paragraph (b)(1). Recipients which are commercial organizations may not apply paragraph (b)(1) of this section.
- e. Unless the terms and conditions of the award provide otherwise, recipients shall have no obligation to the U.S. Government regarding program income earned after the end of the project period.
- f. Costs incident to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the award and they comply with the applicable Cost Principles.
- g. Unless the terms and conditions of the award provide otherwise, recipients shall have no obligation to the U.S. Government with respect to program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced under an award. However, Patent and Trademark Amendments (35 U.S.C. 18) apply to inventions made under an experimental, developmental, or research awards.

[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) Reports are required even if the recipient did not pay any taxes during the report period.
  - (viii) Cumulative reports may be provided if the recipient is implementing more than one program in a foreign country.
- c. Definitions. For purposes of this clause:
  - (i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
  - (ii) "Commodity" means any material, article, supply, goods, or equipment.
  - (iii) "Foreign government" includes any foreign governmental entity.
  - (iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

- d. Where. Submit the reports to: [insert address and point of contact at the Embassy, Mission or FM/CMP as appropriate. see b. below] [optional with a copy to ]
- e. Subagreements. The recipient must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements.
- f. For further information see <http://www.state.gov/m/rm/c10443.htm>

[END OF PROVISION]

**16. 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.

[END OF PROVISION]

**17. 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]

[END OF STANDARD PROVISIONS]

**ATTACHMENT E**  
**INITIAL ENVIRONMENTAL EXAMINATION**

**INITIAL ENVIRONMENTAL EXAMINATION  
SUMMARY AND SIGNATURE PAGE**

**PROGRAM/ACTIVITY DATA:**

**Program/Activity Number:** (TBD)

**Country/Region:** Africa (Global Health Bureau), in President's Malaria Initiative countries

**Program Title:** Malaria Communities Program (MCP)

**Funding Begin:** FY 2007     **Funding End:** September 30, 2011

**IEE Amendment (Y/N):** N

**Current Date:** March 19, 2007

**ENVIRONMENTAL ACTION RECOMMENDED:**

Categorical Exclusion:       X       Negative Determination:       X  

Positive Determination:     \_\_\_\_\_     Deferral:     \_\_\_\_\_

**ADDITIONAL ELEMENTS:** (Place X where applicable)

CONDITIONS   X  

**SUMMARY OF FINDINGS:**

The activities under this Initial Environmental Examination (IEE) will provide support at the community level for malaria prevention activities. These activities will be carried out in collaboration with implementing partners for the President's Malaria Initiative (PMI). The PMI activities themselves are covered under their own IEEs, Programmatic Environmental Assessments (PEA), country-level Supplemental Environmental Assessments (SEA), and Pesticide Evaluation Report and Safer Use Action Plans (PERSUAP) and are not covered in this IEE.

A Categorical Exclusion is recommended for the following activities except to the extent that the activities directly affect the environment (such as construction of facilities), pursuant to 22 CFR 216.2(c)(1) and:

- a) 22 CFR 216.2(c)(2)(i), for activities involving education, training, technical assistance or training programs;
- b) 22 CFR 216.2(c)(2)(v), for activities involving document and information transfers;
- c) 22 CFR 216.2(c)(2)(viii), for programs involving nutrition, health care, or family planning services except to the extent designed to include activities directly affecting the environment (such as construction of facilities, water supply systems, waste water treatment, etc.);
- (d) 22 CFR 216.2(c)(2)(xiv), for studies, projects or programs intended to develop the capability of recipient countries and organizations to engage in development planning.

- Provide information, education and communication (IEC), including household and community mobilization, to support IRS spraying activities
- Support promotion of intermittent preventive treatment of pregnant women in government health facilities helping to increase the proportion of pregnant women who receive at least two doses of intermittent preventive therapy (IPT)

- Provide IEC aimed to support appropriate health seeking behavior and increasing early and effective treatment of malaria and treatment adherence
- Support community health workers in malaria community case management (i.e. home-based management of fever) activities and promoting correct and consistent use of ITNs by members of their community
- Build malaria prevention and promotional activities on to existing community-based HIV/AIDS programs

A **negative determination (with conditions)** is recommended per 22CFR216.3(a)(2)(iii) for the remaining activities that may be carried out under the MCP.

- Support for distribution and promotion of correct and consistent use of insecticide treated nets (ITNs) in both routine and campaign settings in order to increase the overall number used by pregnant women and children under five
- Partner in the promotion and implementation of bednet retreatment campaigns

The conditions include that implementing partners adhere to the stipulations made in the USAID Africa Bureau's Programmatic Environmental Assessment for Insecticide-Treated Materials in USAID Activities in Sub-Saharan Africa. If a need for net treatment or retreatment arises under this funding and is not already covered under the PMI activity, the USAID Health Team in the mission will draft and gain approval for a "Pesticide Evaluation Report and Safer Use Action Plan" (PERSUAP) for the ITN program.

For activities that involve collection, storage and disposal of biological samples, the program must make reasonable efforts to assure development and implementation of an adequate medical waste management program. Consult EGSSA ([www.encapafrika.org](http://www.encapafrika.org)) and utilize the Minimal Program Checklist (Annex A).

As required by ADS 204.3.4, the SO team managing this program must actively monitor ongoing activities for compliance with approved IEE recommendations, and modify or end activities that are not in compliance. If additional activities not described in this document are added to this program, then amended or new environmental documentation must be prepared. The SO team must also ensure that provisions of the IEE concerning mitigative measures and the conditions specified herein along with the requirement to monitor be incorporated in all contracts, cooperative agreements, grants and sub-grants.

## INITIAL ENVIRONMENTAL EXAMINATION

### PROGRAM/ACTIVITY DATA:

**Program/Activity Number:**

**Country/Region:** Africa (Global Health Bureau), in President's Malaria Initiative countries

**Program Title:** Malaria Communities Program (MCP)

**Funding Begin:** FY 2007    **Funding End:** September 30, 2011

**IEE Amendment (Y/N):** N

**Current Date:** March 19, 2007

### 1.0 BACKGROUND AND ACTIVITY/PROGRAM DESCRIPTION

#### 1.1 Purpose and Scope of IEE

The purpose of this Initial Environmental Examination (IEE) is to comprehensively review the activities USAID anticipates implementing across the Africa region under the Malaria Communities Program (MCP) (a program to complement activities undertaken as part of the President's Malaria Initiative (PMI)), and provide threshold determinations of environmental impact and conditions for mitigation if appropriate. This IEE is intended to fulfill the environmental review requirements of the U.S. Agency for International Development's (USAID's) environmental regulations, found in 22CFR216.

The activities under this Initial Environmental Examination (IEE) will provide support at the community level for malaria prevention activities. These activities will be carried out in collaboration with implementing partners for the President's Malaria Initiative (PMI). The PMI activities themselves are covered under their own IEEs, Programmatic Environmental Assessments (PEA), country-level Supplemental Environmental Assessments (SEA), and Pesticide Evaluation Report and Safer Use Action Plans (PERSUAP) and are not addressed in this IEE.

#### 1.2 Background

Malaria is one of the most common and serious tropical diseases. It causes at least a million deaths yearly, the majority of which occur in sub-Saharan Africa. More than half of the world's population is at risk of acquiring malaria, but young children and pregnant women have the highest risk of both malaria infection and malaria mortality. In addition to poverty and climate, other risk factors for malaria include poor quality health facilities and systems, drug and insecticide resistance for the pathogen and its vectors, and changing ecological conditions that support existence of the vectors at elevations that were previously malaria-free.

USAID's malaria program is part of the US government (USG) foreign assistance program and contributes to the USG goal of "Helping to build and sustain democratic, well-governed states that will respond to the needs of their people and conduct themselves responsibly in the international system." Malaria activities fall under Objective 3 - Investing in People, under the Health Program, and they are reported on under the Malaria element 1.3. The goal of the PMI is to prevent 50 percent of malarial deaths in 15 of the worst-hit countries in Africa. For more information on the President's Malaria Initiative, see <http://www.fightingmalaria.gov/index.html>.

### 1.3 Description of Activities

The MCP was announced by First Lady Laura Bush on December 14, 2006, at the White House Summit to offer opportunities specifically aimed at fostering new partners, including local community-based and indigenous groups in PMI focus countries. The MCP seeks to award individual small grants to new partners, both US-based and organizations indigenous to Africa PMI-focus countries, to implement malaria prevention and control activities. The grants to be awarded under the MCP will include one or more of the following elements:

- Support for distribution and promotion of correct and consistent use of insecticide treated nets (ITNs) in both routine and campaign settings in order to increase the overall number used by pregnant women and children under five;
- Partner in the promotion and implementation of bednet retreatment campaigns;
- Provide information, education and communication (IEC), including household and community mobilization, to support IRS spraying activities;
- Support promotion of intermittent preventive treatment of pregnant women in government health facilities helping to increase the proportion of pregnant women who receive at least two doses of IPT;
- Provide IEC aimed to support appropriate health seeking behavior and increasing early and effective treatment of malaria and treatment adherence;
- Support community health workers in malaria community case management (i.e. home-based management of fever) activities and promoting correct and consistent use of ITNs by members of their community; and
- Build malaria prevention and promotional activities on to existing community-based HIV/AIDS programs.

MCP recipient organizations will work with and in direct complement to existing USAID partners who are associated with and have undergone environmental assessments according to the Agency's regulations and who are following these findings and determinations.

MCP recipients are not expected to procure commodities including those associated with pesticides under this Program, and such procurement is not covered by this IEE. Instead, recipients will partner with the host country government, PMI and other malaria control partners who are currently supporting the procurement and distribution of malaria commodities. PMI-funded activities will be covered by their own environmental compliance documents. MCP recipients will focus on complementing these efforts by supporting the non-commodity aspects of a comprehensive malaria program (i.e. health education and promotion, community mobilization, and extending direct beneficiary reach of the PMI-supported interventions).

## 2.0 COUNTRY AND ENVIRONMENTAL INFORMATION

The activities funded under the MCP will occur only in the 15 President's Malaria Initiative focus countries, as these community-based activities will directly complement the more commodity-focused PMI activities of bednet procurement and indoor residual spraying. The PMI activities themselves are covered under their own IEEs, Programmatic Environmental Assessments (PEA), country-level Supplemental Environmental Assessments (SEA), and Pesticide Evaluation Report

and Safer Use Action Plans (PERSUAP) and are not covered in this IEE. The countries selected for PMI activities were those with the highest malaria mortality, and are shown below in Table 1.

Table 1. List of President's Malaria Initiative (PMI) countries

1. Angola	2. Benin	3. Ethiopia
4. Ghana	5. Kenya	6. Liberia
7. Madagascar	8. Malawi	9. Mali
10. Mozambique	11. Rwanda	12. Senegal
13. Tanzania	14. Uganda	15. Zambia

### 3.0 EVALUATION OF ENVIRONMENTAL IMPACT POTENTIAL AND RECOMMENDED THRESHOLD DECISIONS AND PREVENTION/MITIGATION ACTIONS

The Environmental Determination for the MCP falls into two categories, and is presented below in Table 2. The activities related to training, health promotion and community mobilization justify Categorical Exclusions, pursuant to 22 CFR §216.2(c)(1) and (2), because the actions do not have an effect on the natural or physical environment.

The remaining activities may involve insecticide-treated materials (ITM) and/or medical waste that are not already covered by PMI environmental compliance documents, so these activities justify a negative determination, with the conditions as described below and summarized in Table 2.

The Africa Bureau has prepared a document entitled *Programmatic Environmental Assessment for Insecticide-treated Materials (PEA ITM) in USAID Activities in Sub-Saharan Africa*, which describes the risks associated with the use of ITMs, including bednets and curtains. Health and environmental risks from the use of ITMs include potential exposure of humans and the environment during production, distribution, storage, use, and disposal of pesticides, and a certain amount of exposure of persons using ITMs to pesticide vapors released from the materials. The CTO must work with the PMI country teams and the MCP implementing partners to ensure that the risks to humans and the environment are minimized, and that adequate safety precautions are observed, by following the guidance provided in the PEA ITM which can be found on the web at [http://www.afri-sd.org/documents/iee/docs/32AFR2\\_ITM\\_PEA.doc](http://www.afri-sd.org/documents/iee/docs/32AFR2_ITM_PEA.doc)

The public health community has taken the issue of risk from ITM pesticides seriously, and effective guidance documents are already available as resources for ITM program managers. WHO's Roll Back Malaria web site hosts a collection of WHO and other documents on all the RBM program issues, including those related to effective and safe use of insecticides in ITM programs. (See <http://mosquito.who.int>, multiple prevention, insecticide-treated materials). An excellent resource for all aspects of ITM program management, including avoiding environmental or health problems with this technology, is a manual prepared for the Malaria Consortium, titled, "Insecticide Treated Net Projects: A Handbook for Managers."

The CTO must also work with the PMI country health teams and their implementing partners to assure, to the extent possible, that the medical facilities and operations involved have adequate

Key Elements of Program/Activities	Threshold Determination & 22 CFR 216 Citation	Impact Issues & Mitigation Conditions and/or Proactive Interventions
<p>1. Provide information, education and communication (IEC), including household and community mobilization, to support IRS spraying activities</p> <p>2. Support promotion of intermittent preventive treatment of pregnant women in government health facilities helping to increase the proportion of pregnant women who receive at least two doses of intermittent preventive therapy (IPT)</p> <p>3. Provide IEC aimed to support appropriate health seeking behavior and increasing early and effective treatment of malaria and treatment adherence</p> <p>4. Support community health workers in malaria community case management (i.e. home-based management of fever) activities and promoting correct and consistent use of ITNs by members of their community</p>	<p>Categorical Exclusion pursuant to 22 CFR 216.2(c)(1) and:</p> <p>a) 22 CFR 216.2(c)(2)(i), for activities involving education, training, technical assistance or training programs;</p> <p>b) 22 CFR 216.2(c)(2)(v), for activities involving document and information transfers;</p> <p>c) 22 CFR 216.2(c)(2)(viii), for programs involving nutrition, health care, or family planning services</p> <p>(d) 22 CFR 216.2(c)(2)(xiv), for studies, projects or programs intended to develop the capability of recipient countries and organizations to engage in development planning.</p>	<p>No biophysical are interventions involved</p> <p>The categorical exclusion applies except to the extent that activities might directly affect the environment (such as construction of facilities, water supply systems, waste water treatment extent designed to include activities, etc.)</p>

Key Elements of Program/Activities	Threshold Determination & 22 CFR 216 Citation	Impact Issues & Mitigation Conditions and/or Proactive Interventions
<p>1. Support for distribution and promotion of correct and consistent use of insecticide treated nets (ITNs) in both routine and campaign settings in order to increase the overall number used by pregnant women and children under five</p> <p>2. Partner in the promotion and implementation of bednet retreatment campaigns</p> <p>3. Build malaria prevention and promotional activities on to existing community-based HIV/AIDS programs</p>	<p>Negative Determination with Conditions 22 CFR 216.3 (a)(2)(iii)</p> <p><b>Deferred:</b> Treatment or retreatment of nets</p>	<p>If provision of supplies will include insecticide treated bednets (ITNs), the USAID Health Team in the mission and their partner organizations will be required to use reliable brands of long-lasting treated nets and adhere to the stipulations made in the USAID Africa Bureau <u><a href="#">Programmatic Environmental Assessment for Insecticide-Treated Materials in USAID Activities in Sub-Saharan Africa</a></u> .</p> <p>If a need for net treatment or retreatment arises under this funding and is not already covered under the PMI activity, the USAID Health Team in the mission will draft and gain approval for a “Pesticide Evaluation Report and Safer Use Action Plan” (PERSUAP) for the ITN program.</p> <p>For activities that involve collection, storage and disposal of biological samples, the program must make reasonable efforts to assure development and implementation of an adequate medical waste management program. Consult EGSSA (<a href="http://www.encapafrika.org">www.encapafrika.org</a>) and utilize the Minimal Program Checklist (Annex A).</p>

#### 4. MONITORING AND COMPLIANCE ASSURANCE

##### Monitoring and compliance measures

As required by ADS 204.3.4, the MCP CTO and implementing partners will actively monitor and evaluate whether environmental consequences unforeseen under activities covered by this Request for Categorical Exclusion arise during implementation, and modify or end activities as appropriate. If additional activities are added that are not described in this document, an amended environmental examination must be prepared.

All grants or other monetary transfers of USAID funds (e.g., subgrants) to support this program's activities must incorporate provisions that the activities to be undertaken will comply with the environmental determinations and recommendations of this IEE. This includes assurance that the activities conducted with USAID funds fit within those described in the approved IEE or IEE amendment and that any mitigating measures required for those activities be followed. USAID PMI missions are responsible for assuring that implementing partners have the human capacity necessary to incorporate environmental considerations into program planning and implementation and to take on their role in the Environmental Screening Process. Implementing partners should seek training as needed, such as through participation in the Africa Bureau's regional ENCAP training courses.

Implementing partners' annual reports and, as appropriate, progress reports shall contain a brief update on mitigation and monitoring measures being implemented, results of environmental monitoring, and any other major modifications/revisions in the development activities, and mitigation and monitoring procedures.

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<sup>1</sup> Chavasse DC, Reed C, Attawell K. 1999b. *Insecticide Treated Net Projects: A Handbook for Managers*. London, England: Malaria Consortium, London School of Tropical Hygiene and Tropical Medicine.