

A. GENERAL

1. Amount Obligated this Action: \$ 7,678,280.00
2. Total Estimated USAID Amount: \$173,764,030.00
3. Total Obligated USAID Amount: \$ 7,678,280.00

6. Activity Title: Partnership for Health and Development
Communication (PHDC)
7. USAID Technical Office: USAID/GH/PRH/PEC
8. [REDACTED]
9. DUNS No.: 07-103-1280
10. [REDACTED]

B. SPECIFIC

1. Commitment Doc. Type/Number: : FS/07GH-AFR-TBD-GH-07-2007.A
2. NMS Request ID: : 1516
3. Org. ID: : 12602
4. Budget Fiscal Year : 2007/2008
5. Fund : CD-AIDS
6. Operating Unit : Lesotho
7. Strategic Objective : A11
8. Distribution : 632-W
9. Benefiting Geo Area : 632
10. SOC : 4100201
11. Amount : \$150,000.00

1. Commitment Doc. Type/Number: : FS/07GH-AFR-TBD-GH-07-2007.A
2. NMS Request ID: : 1516
3. Org. ID: : 12602
4. Budget Fiscal Year : 2007
5. Fund : GAI-X7
6. Operating Unit : Namibia
7. Strategic Objective : A11
8. Distribution : 673-W
9. Benefiting Geo Area : 673
10. SOC : 4100201
11. Amount : \$1,499,889.00

1. Commitment Doc. Type/Number: : FS/07GH-AFR-TBD-GH-07-2007.B
2. NMS Request ID: : 1516
3. Org. ID: : 12602
4. Budget Fiscal Year : 2007/2008
5. Fund : CD-AIDS

6. Operating Unit	:	South_Africa
7. Strategic Objective	:	A11
8. Distribution	:	690-W
9. Benefiting Geo Area	:	674
10. SOC	:	4100301
11. Amount	:	\$300,000.00
1. Commitment Doc. Type/Number:	:	FS/07GH-ANE- TBD-GH-07-2007.A
2. NMS Request ID:	:	1516
3. Org. ID:	:	12602
4. Budget Fiscal Year	:	2007/2008
5. Fund	:	CD-AIDS
6. Operating Unit	:	ANE/SPO
7. Strategic Objective	:	A11
8. Distribution	:	498-W
9. Benefiting Geo Area	:	498
10. SOC	:	4100301
11. Amount	:	\$245,000.00
1. Commitment Doc. Type/Number:	:	FS/07GH-E+E-TBD-GH-07-2007.A
2. NMS Request ID:	:	1516
3. Org. ID:	:	12602
4. Budget Fiscal Year	:	2007/2008
5. Fund	:	AI
6. Operating Unit	:	E+E/DGST
7. Strategic Objective	:	A11
8. Distribution	:	180-W
9. Benefiting Geo Area	:	110
10. SOC	:	4100301
11. Amount	:	\$7,000.00
1. Commitment Doc. Type/Number:	:	FS/07GH-E+E-TBD-GH-07-2007.A
2. NMS Request ID:	:	1516
3. Org. ID:	:	12602
4. Budget Fiscal Year	:	2007/2008
5. Fund	:	AI
6. Operating Unit	:	E+E/DGST
7. Strategic Objective	:	A11
8. Distribution	:	180-W
9. Benefiting Geo Area	:	110
10. SOC	:	4100301
11. Amount	:	\$28,000.00
1. Commitment Doc. Type/Number:	:	FS/07GH-E+E-TBD-GH-07-2007.A
2. NMS Request ID:	:	1516

3. Org. ID:	:	12602
4. Budget Fiscal Year	:	2007/2008
5. Fund	:	NI
6. Operating Unit	:	E+E/DGST
7. Strategic Objective	:	A11
8. Distribution	:	110-W
9. Benefiting Geo Area	:	110
10. SOC	:	4100301
11. Amount	:	\$15,000.00
1. Commitment Doc. Type/Number:	:	FS/07GH-E+E-TBD-GH-07-2007.A
2. NMS Request ID:	:	1516
3. Org. ID:	:	12602
4. Budget Fiscal Year	:	2007/2008
5. Fund	:	NI
6. Operating Unit	:	E+E/DGST
7. Strategic Objective	:	A11
8. Distribution	:	110-W
9. Benefiting Geo Area	:	110
10. SOC	:	4100301
11. Amount	:	\$75,000.00
1. Commitment Doc. Type/Number:	:	FS/07GH-E+E-TBD-GH-07-2007.B
2. NMS Request ID:	:	1516
3. Org. ID:	:	12602
4. Budget Fiscal Year	:	2007/2008
5. Fund	:	AI-POP
6. Operating Unit	:	E+E/DGST
7. Strategic Objective	:	A11
8. Distribution	:	180-W
9. Benefiting Geo Area	:	110
10. SOC	:	4100301
11. Amount	:	\$25,000.00
1. Commitment Doc. Type/Number:	:	FS/07GH-E+E-TBD-GH-07-2007.B
2. NMS Request ID:	:	1516
3. Org. ID:	:	12602
4. Budget Fiscal Year	:	2007/2008
5. Fund	:	NI-POP
6. Operating Unit	:	E+E/DGST
7. Strategic Objective	:	A11
8. Distribution	:	110-W
9. Benefiting Geo Area	:	110
10. SOC	:	4100301
11. Amount	:	\$70,000.00

1. Commitment Doc. Type/Number: : PR/GH/PRH/001516
2. NMS Request ID: : 1516
3. Org. ID: : 12602
4. Budget Fiscal Year : 2007/2008
5. Fund : CD-POP
6. Operating Unit : GH/PRH
7. Strategic Objective : A11
8. Distribution : 936-3091
9. Benefiting Geo Area : 997
10. SOC : 4100201
11. Amount : \$3,655,000.00

1. Commitment Doc. Type/Number: : PR/GH/PRH/001516.A
2. NMS Request ID: : 1516
3. Org. ID: : 12602
4. Budget Fiscal Year : 2006/2007
5. Fund : CD-AIDS-07
6. Operating Unit : GH/OHA
7. Strategic Objective : A11
8. Distribution : 936-3091
9. Benefiting Geo Area : 997
10. SOC : 4100201
11. Amount : \$1,380,000.00

1. Commitment Doc. Type/Number: : FS/GPO-A-00-07-00004.A
2. NMS Request ID: : 1516
3. Org. ID: : 12602
4. Budget Fiscal Year : 2007
5. Fund : GAI-X7
6. Operating Unit : Namibia
7. Strategic Objective : A11
8. Distribution : 673-W
9. Benefiting Geo Area : 673
10. SOC : 4100201
11. Amount : \$228,391.00

C. PAYMENT OFFICE

US Agency for International Development
M/FM/CMP - LOC, Room 7.07-134
1300 Pennsylvania Avenue, NW
Washington, DC 20523

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SCHEDULE

A.1 PURPOSE OF COOPERATIVE AGREEMENT

The purpose of this Leader with Associate (LWA) agreement is to provide support for the program described in Attachment B to this Agreement entitled "Program Description."

A.2 PERIOD OF COOPERATIVE AGREEMENT

The effective date of this Award is Month, date, 2007. The estimated completion date of this Award is Month, date, 2012.

A.3 AMOUNT OF AWARD AND PAYMENT

1. The total estimated amount of this Award for the period shown in A.2 above is \$173,764,030.00
2. USAID hereby obligates the amount of \$7,678,280.00 for program expenditures. 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 will be made to the Recipient by Letter of Credit in accordance with procedures set forth in 22 CFR 226.
4. Additional funds up to the total amount of the Cooperative Agreement shown in A.3.1 above may be obligated by USAID subject to the availability of funds, satisfactory progress of the project, and continued relevance to USAID programs.

A.4 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 22 CFR 226.

ITEMS	AMOUNTS
Total Direct Costs	
Total Indirect Costs	
Total Costs	
Cost Share	
Total Program Amount	

A.5 REPORTING AND EVALUATION

1. Financial Reporting

In accordance with 22 CFR 226.52, the SF 269 and SF 272 will be required on a quarterly basis.

In addition, Recipients shall list each country included in the program and the total amount expended for each country under the award for the reporting period in the “Remarks” block on the “Financial Status Report SF-269 or SF-269A, or on a separate sheet of paper with the “Request for Advance or Reimbursement” SF-272.

The recipient shall submit these forms in the following manner:

(1) The SF 272 and 272a (if necessary) must be submitted via electronic format to the U.S. Department of Health and Human Services (<http://www.dpm.psc.gov>). A copy of this form shall also be submitted at the same time to the Agreement Officer and the Cognizant Technical Officer.

(2) The SF 269 or 269a (as appropriate) shall be submitted to the Cognizant Technical officer with one copy to the Agreement Officer.

(3) In accordance with 22 CFR 226.70-72, the original and two copies of all final financial reports shall be submitted to M/FM, the Agreement Officer and the CTO. The electronic version of the final SF 272 or 272a shall be submitted to HHS in accordance with paragraph (1) above.

2. Program Reporting

The Recipient shall submit an original and two copies of a performance report to the Cognizant Technical Officer, USAID. The performance reports are required to be submitted quarterly and shall contain the following information listed below:

Quarterly Progress Reports will include at least one success story for each component, preferably one per target geographic area. Reports should also describe the extent to which women, youth or other target groups were participants or beneficiaries; where applicable, data must be disaggregated by gender; will summarize progress in relation to agreed targets or milestones contained in the Program Work Plan, will specify any problems encountered and indicate resolutions or proposed corrective actions. (For each corrective action, the recipient will designate responsible parties and establish a timeframe for completion.). The report will include funds allocated by year; each quarterly report will include previous reports of each activity until the activity is complete; the report shall include key outputs, organizations involved, expected publications, PHDC indicator(s), and USAID indicator(s). The report will list activities proposed for the next quarter, noting where they deviate from the approved Plan and will provide information on accrued expenditures to date. The recipient shall include a listing of all sub-agreements, including a description of the related program, in force during the reporting quarter.

3. Final Report

The Recipient shall 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;
- (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>.

The final report shall be submitted no later than 90 calendar days after the expiration of the award and shall include a description of the cumulative results achieved, an assessment of the impact of the program, including gender information, a summary of lessons learned, and any particularly important success stories.

A.6 INDIRECT COST RATE

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

Type	From	Through	Fringe Benefits (a)	Overhead (b)	Subcontract/ Subrecipient Management (c)

Base of Application:

- (a) Total salaries excluding overseas employees paid in local currencies and Third Country Nationals working in a country other than the United States.
- (b) Total direct costs excluding pass-through grant, subcontract/subrecipient, operational expert (OPEXCER; host and third country nationals who are primarily employees of host country governments) and other administrated funds, overseas allowance, participant support, purchased equipment and in-kind contribution costs.
- (c) Total subcontract/subrecipient expenses including operational experts (OPEXER) and other administrated funds and excluding subcontractor pass-through costs related to pass-through grants, participant support and purchased equipment.

A.7 TITLE TO PROPERTY

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

A.8 AUTHORIZED GEOGRAPHIC CODE

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

A.9 COST SHARING

[REDACTED]. These costs should specifically support the objectives of the program. The cost should adhere to the requirements as specified in the 22 CFR 226.23 Cost Sharing.

A.10 SUBSTANTIAL INVOLVEMENT

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

- 1. Approval of Recipient Implementation Plans.
- 2. 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
Deputy Project Director
Research and Evaluation Director

- 3. Agency and recipient collaboration or joint participation.
 - a. Concurrence on the substantive provisions of the subawards and the selection of the subawards. The CTO has signing authority to approve sub-awards, not to exceed \$100,000. Sub-awards exceeding \$100,000, requires Agreement Officer’s approval. The Recipient must complete and submit a Sub-Award Certification form, for each request, to the CTO.
 - b. Approval of the recipient's monitoring and evaluation plans.

All approvals must be in writing with originals sent to the recipient, a copy retained with the CTO, and a copy sent to the Agreement Officer.

Any involvement that results in a change in the Program Description or approved budget must be approved by the Agreement Officer.

A.11 PROGRAM INCOME

The Recipient shall account for Program Income in accordance with 22 CFR 226.24 (or the Standard Provision entitled Program Income for non-U.S. organizations). Program Income earned under this award shall be added to the project.

A.12 ASSOCIATE AWARDS

Procedures for issuing an Associate Award

After the AO awards the Leader Award, the AO sends a copy of the award to all Missions, along with any necessary guidance or instructions regarding issuance of Associate Awards. Agreement Officers responsible for the program of the requesting activity, within the limits of their authority, may issue Associate Awards. Leader Awards are also posted on the USAID Business and Acquisition and Assistance Internet site (http://www.usaid.gov/business/business_opportunities/iqc/iqc_leadassoc.html).

Before requesting the Agreement Officer to issue an Associate Award, the Activity Manager must consult with the CTO of the Leader Award. After receiving the CTO's concurrence, the Activity Manager asks the Leader Award recipient to provide an application. The request will include a background statement, a discussion of the area of activity, host country involvement, funds, and period limitation, and description how the activity falls under the Leader Award. The application for an Associate Award contains a specific Program Description and budget.

An SF-424 is not required. The Activity Manager reviews the application, and provides his/her comments to the Agreement Officer responsible for the Associate Award. The Agreement Officer issuing the Associate Award must ensure that the Associate Award is within the scope of the Leader Award, when reviewing the recipient's proposed costs, and negotiating the final award. The Agreement Officer has the discretion to decide whether or not to award the Associate Award.

An Associate Award may be a grant or a cooperative agreement, independent of whether the Leader Award is a grant or cooperative agreement. An Associate cooperative agreement must spell out the terms of any substantial involvement. Such substantial involvement must be consistent with the requirements of **303.3.11** and the program description for the particular Associate Award. The Associate Award will use the standard grant or cooperative agreement award format.

The Agreement Officer must include appropriate language in the schedule of the Associate Award, requiring the recipient to provide copies of all program and financial reports to the CTO for the Associate Award and copies of all programmatic reports to the

CTO for the Leader Award. The schedule of the Associate Award must also specify the following:

- Authorized Geographic Code for procurement if it is different from the Leader Award,
- Any cost sharing requirements, and
- Any additional standard provisions, such as Title to and Care of Property (Cooperating Country), that are not included in the Leader Award, but are necessary to the Associate Award.

In addition to the distribution required by **303.3.16**, the AO must provide a copy of the Associate Award to the CTO of the Leader Award.

File Documentation:

The Agreement Officer's file documentation for Associate Awards must include:

- (1) A copy of the Activity Manager's consultation with the CTO for the Leader award;
- (2) The request for the recipient's application;
- (3) The recipient's application with affirmation of certifications;
- (4) A memorandum of negotiation, including a cost analysis; and
- (5) A copy of the final Associate Award (a copy must be sent to the CTO for the Leader Award); and a copy of the Leader Award.

A.13 FIELD SUPPORT APPROVAL PROCESS

The interested mission should contact the Leader or Associate CTO to express interest in putting field support into the Leader or Associate Award. If the Leader or Associate CTO determines that the requested assistance is within the scope of the overall Leader or Associate Award, the mission will be asked to provide the CTO a Government Cost Estimate.

The activity manager in the requesting mission or bureau will contact the recipient and explain the requirements, asking that the recipient develop a detailed activity budget and a draft workplan.

The recipient provides the detailed activity budget and draft workplan and completes the checklist below giving information on the summary budget, LOE, and other requested contractual information.

The recipient or awardee submits a draft workplan, the signed checklist and detailed activity budget to the Leader or Associate CTO and the mission or bureau activity manager. The Leader or Associate CTO and the mission technical manager review the documents.

Upon approval, the Leader or Associate CTO and the requesting bureau/mission activity manager sign the checklist and send the Mission's Government Cost Estimate, the draft workplan, and detailed budget to the Leader/Associate Agreement Officer.

If the activity budget is less than \$500,000 or for centrally procured commodities, a unilateral modification of the Leader or Associate Award is executed by the Leader or Associate Agreement Officer and distribution occurs. If the assistance budget is for \$500,000 or more of work, the Leader or Associate Agreement Officer may require additional budget detail from the mission or the recipient.

The Leader or Associate Agreement Officer will review these documents and within a reasonable response time (10 days) will either execute the modification or request further clarification from the recipient.

“Checklist

Budget Line Items & Checklist for Field Support under Leader and Associate Awards

(Submitted by Leader/Associate Recipient for all field-support funded activities)

Labor*	\$ _____
Fringe Benefits**	\$ _____
Consultants	\$ _____
Allowances	\$ _____
Travel and Transportation	\$ _____
Subagreements	\$ _____
Other Direct Costs	\$ _____
Overhead**	\$ _____
G&A**	\$ _____
Subtotal	\$ _____
<i>Total Estimated Cost of Activity</i>	\$ _____

*List of labor categories (or estimated daily rates) and Level of Effort (LOE) proposed for this activity.

<u>Labor Category</u>	<u>LOE</u>
-----------------------	------------

** Agreement Officer will verify that indirect rates are in accordance with established cooperative agreement rates.

Checklist for Field Support activity

- Total LOE for field support labor not exceeded
- No deviation from Leader or Associate Award SOW
- Local Salaries are in accordance with the Local compensation plan
- Source Origin waivers are in place if necessary

The information contained above is true and accurate and reflects our best estimate of the total activity’s cost.

_____	_____
Recipient/Awardee	Date

I have reviewed the SOW and find that it is within the overall Leader/Associate Award Scope of Work. I have reviewed the proposed workplan and budget associated with this activity and find them to be reasonable.

Leader and Associate Award CTO Date

I have reviewed the proposed workplan and budget associated with this activity and find them to be reasonable.

Mission Activity Manager Date

-End of Schedule-

Attachment B

PROGRAM DESCRIPTION

The following attachments are attached hereto as the Program Description:

1. The Recipient's Cost and Technical Applications (attached at the end of this document) entitled "Partnership for Health and Communication" and dated April 17, 2007.
2. The Recipient's response to USAID's questions regarding the Technical Application and dated June 21, 2007.
3. The Recipient's response to USAID's questions regarding the Cost Application and dated September 7, 2007
4. The Recipient's response updating Cost Application dated September 7, 2007.
5. The Recipient's response to further USAID questions regarding the Cost Application and updating the Cost Application dated September 19, 2007.
6. The Branding and Marking Plans submitted by the Academy for Educational Development on September 21, 2007 are hereby incorporated as Attachments to this award and made an integral part of this award.

STANDARD PROVISIONS FOR U.S., NONGOVERNMENTAL ORGANIZATIONS

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

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

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

b. For any subawards made with Non-US subrecipients the Recipient shall include the applicable "Standard Provisions for Non-US Nongovernmental Recipients." Recipients are required to ensure compliance with monitoring procedures in accordance with OMB Circular A-133.

[END OF PROVISION]

2. *INELIGIBLE COUNTRIES (MAY 1986)*

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

[END OF PROVISION]

3. *NONDISCRIMINATION (MAY 1986)*

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

[END OF PROVISION]

4. *NONLIABILITY (NOVEMBER 1985)*

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

[END OF PROVISION]

5. AMENDMENT (NOVEMBER 1985)

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

[END OF PROVISION]

6. NOTICES (NOVEMBER 1985)

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

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

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

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

[END OF PROVISION]

7. SUBAGREEMENTS (June 1999)

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

[END OF PROVISION]

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

*Information collection requirements imposed by this cooperative agreement are covered by OMB approval number 0412-0510; the current expiration date is 04/30/2005. The Standard Provisions containing the requirement and an estimate of the public reporting burden (including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information) are

<u>Standard Provision</u>	<u>Burden Estimate</u>
Air Travel and Transportation	1 (hour)
Ocean Shipment of Goods	.5
Patent Rights	.5

Publications	.5
Negotiated Indirect Cost Rates - (Predetermined and Provisional)	1
Voluntary Population Planning	.5
Protection of the Individual as a Research Subject	1

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

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

[END OF PROVISION]

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

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

- a. Ineligible and Restricted Goods and Services: USAID's policy on ineligible and restricted goods and services is contained in ADS Chapter 312.
 - (1) Ineligible Goods and Services. Under no circumstances shall the recipient procure any of the following under this award:
 - (i) Military equipment,
 - (ii) Surveillance equipment,
 - (iii) Commodities and services for support of police or other law enforcement activities,
 - (iv) Abortion equipment and services,
 - (v) Luxury goods and gambling equipment, or
 - (vi) Weather modification equipment.
 - (2) Ineligible Suppliers. Funds provided under this award shall not be used to procure any goods or services furnished by any firms or individuals whose name appears on the "Lists of Parties Excluded from Federal Procurement

and Nonprocurement Programs." USAID will provide the recipient with a copy of these lists upon request.

- (3) Restricted Goods. The recipient shall not procure any of the following goods and services without the prior approval of the Agreement Officer:
 - (i) Agricultural commodities,
 - (ii) Motor vehicles,
 - (iii) Pharmaceuticals,
 - (iv) Pesticides,
 - (v) Used equipment,
 - (vi) U.S. Government-owned excess property, or
 - (vii) Fertilizer.

Prior approval will be deemed to have been met when:

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

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

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

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

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

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

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

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

- c. Printed or Audio-Visual Teaching Materials: If the effective use of printed or audio-visual teaching materials depends upon their being in the local language and if such materials are intended for technical assistance projects or activities financed by USAID in whole or in part and if other funds including U.S.-owned or U.S.-controlled local currencies are not readily available to finance the procurement of such materials, local language versions may be procured from the following sources, in order of preference:
- (1) The United States (USAID Geographic Code 000),
 - (2) The Cooperating Country,
 - (3) "Selected Free World" countries (USAID Geographic Code 941), and
 - (4) "Special Free World" countries (USAID Geographic Code 899).
- d. If USAID determines that the recipient has procured any of these goods or services under this award contrary to the requirements of this provision, and has received payment for such purposes, the Agreement Officer may require the recipient to refund the entire amount of the purchase.

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

[END OF PROVISION]

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

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

- (3) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b); and
 - (4) Have had one or more public transactions (Federal, State, or local) terminated for cause or default within the preceding three years.
- b. The recipient agrees that, unless authorized by the Agreement Officer, it will not knowingly enter into any subagreements or contracts under this cooperative agreement with a person or entity that is included on the Excluded Parties List System (<http://epls.arnet.gov>). The recipient further agrees to include the following provision in any subagreements or contracts entered into under this award:

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

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

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

[END OF PROVISION]

11. DRUG-FREE WORKPLACE (January 2004)

- a. The recipient agrees that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any Federal award. The statement must
 - (1) Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - (2) Specify the actions the recipient will take against employees for violating that prohibition; and
 - (3) Let each employee know that, as a condition of employment under any award, he or she
 - (i) Must abide by the terms of the statement, and
 - (ii) Must notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than five calendar days after the conviction.

- b. The recipient agrees that it will establish an ongoing drug-free awareness program to inform employees about
 - (i) The dangers of drug abuse in the workplace;
 - (ii) Your policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation and employee assistance programs; and
 - (iv) The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
- c. Without the Agreement Officer's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this award or the completion date of this award, whichever occurs first.
- d. The recipient agrees to immediately notify the Agreement Officer if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the number of each award on which the employee worked. The notification must be sent to the Agreement Officer within ten calendar days after the recipient learns of the conviction.
- e. Within 30 calendar days of learning about an employee's conviction, the recipient must either
 - (1) Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - (2) Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- f. The policies and procedures applicable to violations of these requirements are set forth in 22 CFR Part 210.

[END OF PROVISION]

12. *EQUAL PROTECTION OF THE LAWS FOR FAITH-BASED AND COMMUNITY ORGANIZATIONS (February 2004)*

- a. The recipient may not discriminate against any beneficiary or potential beneficiary under this award on the basis of religion or religious belief. Accordingly, in providing services supported in whole or in part by this

agreement or in its outreach activities related to such services, the recipient may not discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice;

- b. The Federal Government must implement Federal programs in accordance with the Establishment Clause and the Free Exercise Clause of the First Amendment to the Constitution. Therefore, if the recipient engages in inherently religious activities, such as worship, religious instruction, and proselytization, it must offer those services at a different time or location from any programs or services directly funded by this award, and participation by beneficiaries in any such inherently religious activities must be voluntary.
- c. If the recipient makes subawards under this agreement, faith-based organizations should be eligible to participate on the same basis as other organizations, and should not be discriminated against on the basis of their religious character or affiliation.

[END OF PROVISION]

13. IMPLEMENTATION OF E.O. 13224 -- EXECUTIVE ORDER ON TERRORIST FINANCING (March 2002)

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

[END OF PROVISION]

14. MARKING UNDER USAID-FUNDED ASSISTANCE INSTRUMENTS (December 2005)

(a) Definitions

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

Principal Officer means the most senior officer in a USAID Operating Unit in the field, e.g., USAID Mission Director or USAID Representative. For global programs managed from Washington but executed across many countries, such as disaster relief and assistance to internally displaced persons, humanitarian emergencies or immediate post

conflict and political crisis response, the cognizant Principal Officer may be an Office Director, for example, the Directors of USAID/W/Office of Foreign Disaster Assistance and Office of Transition Initiatives. For non-presence countries, the cognizant Principal Officer is the Senior USAID officer in a regional USAID Operating Unit responsible for the non-presence country, or in the absence of such a responsible operating unit, the Principal U.S Diplomatic Officer in the non-presence country exercising delegated authority from USAID.

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

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

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

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

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

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

(b) Marking of Program Deliverables

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

USAID grant or cooperative agreement or other assistance award or subaward with the USAID Identity, of a size and prominence equivalent to or greater than the recipient's, other donor's, or any other third party's identity or logo.

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

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

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

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

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

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

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

(9) Subrecipients. To ensure that the marking requirements "flow down" to subrecipients of subawards, recipients of USAID funded grants and cooperative

agreements or other assistance awards will include the USAID-approved marking provision in any USAID funded subaward, as follows:

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

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

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

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

(c) Implementation of marking requirements.

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

(2) When the grant or cooperative agreement does not contain an approved Marking Plan, the recipient will propose and submit a plan for implementing the requirements of this provision within 45 days after the effective date of this provision. The plan will include:

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

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

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

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

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

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

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

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

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

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

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

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

(d) Waivers.

(1) The recipient may request a waiver of the Marking Plan or of the marking requirements of this provision, in whole or in part, for each program, project, activity, public communication or commodity, or, in exceptional circumstances, for a region or country, when USAID required marking would pose compelling

political, safety, or security concerns, or when marking would have an adverse impact in the cooperating country. The recipient will submit the request through the Cognizant Technical Officer. The Principal Officer is responsible for approvals or disapprovals of waiver requests.

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

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

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

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

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

[END OF PROVISION]

15. REGULATIONS GOVERNING EMPLOYEES (AUGUST 1992)

- a. The recipient's employees shall maintain private status and may not rely on local U.S. Government offices or facilities for support while under this cooperative agreement.
- b. The sale of personal property or automobiles by recipient employees and their dependents in the foreign country to which they are assigned shall be subject to

the same limitations and prohibitions which apply to direct-hire USAID personnel employed by the Mission, including the rules contained in 22 CFR Part 136, except as this may conflict with host government regulations.

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

[END OF PROVISION]

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

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

[END OF PROVISION]

17. USE OF POUCH FACILITIES (AUGUST 1992)

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

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

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

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

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

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

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

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

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

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

[END OF PROVISION]

18. INTERNATIONAL AIR TRAVEL AND TRANSPORTATION (JUNE 1999)

a. PRIOR BUDGET APPROVAL

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

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

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

b. NOTIFICATION

- (1) As long as prior budget approval has been met in accordance with paragraph (a) above, a separate Notification will not be necessary unless:
 - (i) the primary purpose of the trip is to work with USAID Mission personnel, or
 - (ii) the recipient expects significant administrative or substantive programmatic support from the Mission.

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

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

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

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

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

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

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

c. SECURITY ISSUES

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

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

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

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

exchange for tickets, or issue the tickets directly. Use of such U.S.-owned currencies will constitute a dollar charge to this cooperative agreement.

e. THE FLY AMERICA ACT

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

f. COST PRINCIPLES

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

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

g. SUBAWARDS.

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

[END OF PROVISION]

19. OCEAN SHIPMENT OF GOODS (JUNE 1999)

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

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

[END OF PROVISION]

20. LOCAL PROCUREMENT (April 1998)

- a. Financing local procurement involves the use of appropriated funds to finance the procurement of goods and services supplied by local businesses, dealers or producers, with payment normally being in the currency of the cooperating country.
- b. Locally financed procurements must be covered by source and nationality waivers as set forth in 22 CFR 228, Subpart F, except as provided for in mandatory standard provision, "USAID Eligibility Rules for Goods and Services," or when one of the following exceptions applies:
 - (1) Locally available commodities of U.S. origin, which are otherwise eligible for financing, if the value of the transaction is estimated not to exceed \$100,000 exclusive of transportation costs.

- (2) Commodities of geographic code 935 origin if the value of the transaction does not exceed the local currency equivalent of \$5,000.
- (3) Professional Services Contracts estimated not to exceed \$250,000.
- (4) Construction Services Contracts estimated not to exceed \$5,000,000.
- (5) Commodities and services available only in the local economy (no specific per transaction value applies to this category). This category includes the following items:
 - (i) Utilities including fuel for heating and cooking, waste disposal and trash collection;
 - (ii) Communications - telephone, telex, fax, postal and courier services;
 - (iii) Rental costs for housing and office space;
 - (iv) Petroleum, oils and lubricants for operating vehicles and equipment;
 - (v) Newspapers, periodicals and books published in the cooperating country;
 - (vi) Other commodities and services and related expenses that, by their nature or as a practical matter, can only be acquired, performed, or incurred in the cooperating country, e.g., vehicle maintenance, hotel accommodations, etc.
- c. The coverage on ineligible and restricted goods and services in the mandatory standard provision entitled, "USAID Eligibility Rules for Goods and Services," also apply to local procurement.
- d. This provision will be included in all subagreements where local procurement of goods or services is a supported element.

[END OF PROVISION]

21. VOLUNTARY POPULATION PLANNING ACTIVITIES – MANDATORY REQUIREMENTS (MAY 2006)

Requirements for Voluntary Sterilization Programs

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

Prohibition on Abortion-Related Activities:

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

22. ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (JUNE 2005)

ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (JUNE 2005)

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

[END OF PROVISION]

23. *CONDOMS (JUNE 2005)*

CONDOMS (JUNE 2005)

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

http://www.usaid.gov/our_work/global_health/aids/TechAreas/prevention/condomfactsheet.html

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

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

a. The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

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

c. The following definition applies for purposes of this provision:

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act. 22 U.S.C. 7102(9).

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

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

[END OF PROVISION]

25. AAPD 05-04 AMENDMENT 1, IMPLEMENTATION OF THE UNITED STATES LEADERSHIP AGAINST HIV/AIDS, TUBERCULOSIS AND MALARIA ACT OF 2003 – ELIGIBILITY LIMITATION ON THE USE OF FUNDS AND OPPOSITION TO PROSTITUTION AND SEX TRAFFICKING (AUG 2007)

Organizational Integrity Guidance:

USAID contractors, grantees and recipients of cooperative agreements (“Recipients”) must have objective integrity and independence from any affiliated organization that engages in activities inconsistent with a policy opposing prostitution and sex-trafficking (“restricted activities”). A Recipient will be found to have objective integrity and independence from such an organization if:

- (1) The affiliated organization is a legally separate entity;
- (2) The affiliated organization receives no transfer of Leadership Act funds, and Leadership Act funds do not subsidize restricted activities; and
- (3) The Recipient is physically and financially separate from the affiliated organization. Mere bookkeeping separation of Leadership Act funds from other funds is not sufficient. USAID will determine, on a case-by-case basis and based on the totality of the facts, whether sufficient physical and financial separation exists. The presence or absence of any one or more factors will not be determinative. Factors relevant to this determination shall include but will not be limited to:
 - (i) The existence of separate personnel, management, and governance;
 - (ii) The existence of separate accounts, accounting records, and timekeeping records;
 - (iii) The degree of separation from facilities, equipment and supplies used by the affiliated organization to conduct restricted activities, and the extent of such restricted activities by the affiliate;
 - (iv) The extent to which signs and other forms of identification which distinguish the Recipient from the affiliated organization are present, and signs and materials

that could be associated with the affiliated organization or restricted activities are absent; and

(v) The extent to which USAID, the U.S. Government and the project name are protected from public association with the affiliated organization and its restricted activities in materials such as publications, conferences and press or public statements.

NB: For the purposes of this section, the Federal Acquisition Regulation (FAR) subpart 2.101 defines “Affiliates” as follows:

“Affiliates” means associated business concerns or individuals if, directly or indirectly—

- (1) Either one controls or can control the other; or
- (2) A third party controls or can control both.

[END OF MANDATORY PROVISIONS]

II. Required As Applicable Standard Provisions for U.S. Nongovernmental Recipients

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

- a. Provisional indirect cost rates shall be established for each of the recipient's accounting periods during the term of this award. Pending establishment of revised provisional or final rates, allowable indirect costs shall be reimbursed at the rates, on the bases, and for the periods shown in the schedule of the award.
- b. Within the earlier of 30 days after receipt of the A-133 audit report or nine months after the end of the audit period, the recipient shall submit to the cognizant agency for audit the required OMB Circular A-133 audit report, proposed final indirect cost rates, and supporting cost data. If USAID is the cognizant agency or no cognizant agency has been designated, the recipient shall submit four copies of the audit report, along with the proposed final indirect cost rates and supporting cost data, to the Overhead, Special Costs, and Closeout Branch, Office of Procurement, USAID, Washington, DC 20523-7802. The proposed rates shall be based on the recipient's actual cost experience during that fiscal year. Negotiations of final indirect cost rates shall begin soon after receipt of the recipient's proposal.
- c. Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable cost principles.
- d. The results of each negotiation shall be set forth in a written indirect cost rate agreement signed by both parties. Such agreement is automatically incorporated into this award and shall specify (1) the agreed upon final rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. The agreement shall not change any monetary ceiling, award obligation, or specific cost allowance or disallowance provided for in this award.
- e. Pending establishment of final indirect cost rate(s) for any fiscal year, the recipient shall be reimbursed either at negotiated provisional rates or at billing rates acceptable to the Agreement Officer, subject to appropriate adjustment when the final rates for the fiscal year are established. To prevent substantial overpayment or underpayment, the provisional or billing rates may be prospectively or retroactively revised by mutual agreement.
- f. Failure by the parties to agree on final rates is a 22 CFR 226.90 dispute.

[END OF PROVISION]

2. PUBLICATIONS AND MEDIA RELEASES (MARCH 2006)

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

Online (preferred)

<http://www.dec.org/submit.cfm>

Mailing address:

Document Acquisitions

USAID Development Experience Clearinghouse (DEC)

8403 Colesville Road Suite 210

Silver Spring, MD 20910-6368

Contract Information

Telephone (301) 562-0641

Fax (301) 588-7787

E-mail: docsubmit@dec.cdie.org

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

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

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

[END OF PROVISION]

3. PARTICIPANT TRAINING (April 1998)

- a. Definition: A participant is any non-U.S. individual being trained under this award outside of that individual's home country.
- b. Application of ADS Chapter 253: Participant training under this award shall comply with the policies established in ADS Chapter 253, Participant Training, except to the extent that specific exceptions to ADS 253 have been provided in this award with the concurrence of the Office of International Training.
- c. Orientation: In addition to the mandatory requirements in ADS 253, recipients are strongly encouraged to provide, in collaboration with the Mission training officer, predeparture orientation and orientation in Washington at the Washington International Center. The latter orientation program also provides the opportunity to arrange for home hospitality in Washington and elsewhere in the United States through liaison with the National Council for International Visitors (NCIV). If the Washington orientation is determined not to be feasible, home hospitality can be arranged in most U.S. cities if a request for such is directed to the Agreement Officer, who will transmit the request to NCIV through EGAT/ED/PT.

[END OF PROVISION]

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

- a. Except as modified by the schedule of this cooperative agreement, title to all equipment, materials and supplies, the cost of which is reimbursable to the recipient by USAID or by the cooperating country, shall at all times be in the name of the cooperating country or such public or private agency as the cooperating country may designate, unless title to specified types or classes of equipment is reserved to USAID under provisions set forth in the schedule of this award. All such property shall be under the custody and control of recipient until the owner of title directs otherwise or completion of work under this award or its termination, at which time custody and control shall be turned over to the owner of title or disposed of in accordance with its instructions. All performance guarantees and warranties obtained from suppliers shall be taken in the name of the title owner.
- b. The recipient shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, and preservation of Government property so as to assure its full availability and usefulness for the performance of this cooperative agreement. The recipient shall take all reasonable steps to comply with all appropriate directions or instructions which the Agreement Officer may prescribe as reasonably necessary for the protection of the Government property.
- c. The recipient shall prepare and establish a program, to be approved by the appropriate USAID Mission, for the receipt, use, maintenance, protection, custody and care of equipment, materials and supplies for which it has custodial responsibility, including the

establishment of reasonable controls to enforce such program. The recipient shall be guided by the following requirements:

- (1) Property Control: The property control system shall include but not be limited to the following:
 - (i) Identification of each item of cooperating country property acquired or furnished under the award by a serially controlled identification number and by description of item. Each item must be clearly marked "Property of (insert name of cooperating country)."
 - (ii) The price of each item of property acquired or furnished under this award.
 - (iii) The location of each item of property acquired or furnished under this award.
 - (iv) A record of any usable components which are permanently removed from items of cooperating country property as a result of modification or otherwise.
 - (v) A record of disposition of each item acquired or furnished under the award.
 - (vi) Date of order and receipt of any item acquired or furnished under the award.
 - (vii) The official property control records shall be kept in such condition that at any stage of completion of the work under this award, the status of property acquired or furnished under this award may be readily ascertained. A report of current status of all items of property acquired or furnished under the award shall be submitted yearly concurrently with the annual report.
- (2) Maintenance Program: The recipient's maintenance program shall be consistent with sound business practice, the terms of the award, and provide for:
 - (i) disclosure of need for and the performance of preventive maintenance,
 - (ii) disclosure and reporting of need for capital type rehabilitation, and
 - (iii) recording of work accomplished under the program:
 - (A) Preventive maintenance - Preventive maintenance is maintenance generally performed on a regularly scheduled basis to prevent the occurrence of defects and to detect and correct minor defects before they result in serious consequences.

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

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

d. Risk of Loss:

- (1) The recipient shall not be liable for any loss of or damage to the cooperating country property, or for expenses incidental to such loss or damage except that the recipient shall be responsible for any such loss or damage (including expenses incidental thereto):
 - (i) Which results from willful misconduct or lack of good faith on the part of any of the recipient's directors or officers, or on the part of any of its managers, superintendents, or other equivalent representatives, who have supervision or direction of all or substantially all of the recipient's business, or all or substantially all of the recipient's operation at any one plant, laboratory, or separate location in which this award is being performed;
 - (ii) Which results from a failure on the part of the recipient, due to the willful misconduct or lack of good faith on the part of any of its directors, officers, or other representatives mentioned in (i) above:
 - (A) to maintain and administer, in accordance with sound business practice, the program for maintenance, repair, protection, and preservation of cooperating country property as required by (i) above, or
 - (B) to take all reasonable steps to comply with any appropriate written directions of the Agreement Officer under (b) above;
 - (iii) For which the recipient is otherwise responsible under the express terms designated in the schedule of this award;
 - (vi) Which results from a risk expressly required to be insured under some other provision of this award, but only to the extent of the insurance so required to be procured and maintained, or to the extent of insurance actually procured and maintained, whichever is greater; or
 - (v) Which results from a risk which is in fact covered by insurance or for which the Recipient is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

- (vi) Provided, that, if more than one of the above exceptions shall be applicable in any case, the recipient's liability under any one exception shall not be limited by any other exception.
 - (2) The recipient shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance, or any provision for a reserve, covering the risk of loss of or damage to the cooperating country property, except to the extent that USAID may have required the recipient to carry such insurance under any other provision of this award.
 - (3) Upon the happening of loss or destruction of or damage to the cooperating country property, the recipient shall notify the Agreement Officer thereof, shall take all reasonable steps to protect the cooperating country property from further damage, separate the damaged and undamaged cooperating country property, put all the cooperating country property in the best possible order, and furnish to the Agreement Officer a statement of:
 - (i) The lost, destroyed, or damaged cooperating country property;
 - (ii) The time and origin of the loss, destruction, or damage;
 - (iii) All known interests in commingled property of which the cooperating country property is a part; and
 - (iv) The insurance, if any, covering any part of or interest in such commingled property.
 - (4) The recipient shall make repairs and renovations of the damaged cooperating country property or take such other action as the Agreement Officer directs.
 - (5) In the event the recipient is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to the cooperating country property, it shall use the proceeds to repair, renovate or replace the cooperating country property involved, or shall credit such proceeds against the cost of the work covered by the award, or shall otherwise reimburse USAID, as directed by the Agreement Officer. The recipient shall do nothing to prejudice USAID's right to recover against third parties for any such loss, destruction, or damage, and upon the request of the Agreement Officer, shall, at the Government's expense, furnish to USAID all reasonable assistance and cooperation (including assistance in the prosecution of suits and the execution of instruments or assignments in favor of the Government) in obtaining recovery.
- e. Access: USAID, and any persons designated by it, shall at all reasonable times have access to the premises wherein any cooperating country property is located, for the purpose of inspecting the cooperating country property.

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

[END OF PROVISION]

5. PUBLIC NOTICES (MARCH 2004)

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

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

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

[END OF PROVISION]

6. COST SHARING (MATCHING) (July 2002)

- a. If at the end of any funding period, the recipient has expended an amount of non-Federal funds less than the agreed upon amount or percentage of total expenditures, the Agreement Officer may apply the difference to reduce the amount of USAID incremental funding in the following funding period. If the award has expired or has been terminated, the Agreement Officer may require the recipient to refund the difference to USAID.
- b. The source, origin and nationality requirements and the restricted goods provision established in the Standard Provision entitled "USAID Eligibility Rules for Goods and Services" do not apply to cost sharing (matching) expenditures.

[END OF PROVISION]

7. *PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (JUNE 1999)*

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

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

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

c. (1) The recipient agrees not to disburse, or sign documents committing the recipient to disburse, funds to a subrecipient designated by USAID ("Designated Subrecipient") until advised by USAID that: (i) any United States Government review of the Designated Subrecipient and its key individuals has been completed; (ii) any related certifications have been obtained; and (iii) the assistance to the Designated Subrecipient has been approved. Designation means that the subrecipient has been unilaterally selected by USAID as the subrecipient. USAID approval of a subrecipient, selected by another party, or joint selection by USAID and another party is not designation.

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

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

[END OF PROVISION]

8. *INVESTMENT PROMOTION (NOVEMBER 2003)*

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

b. In the event the recipient is requested or wishes to provide assistance in the above area or requires clarification from USAID as to whether the activity would be consistent with the

limitation set forth above, the recipient must notify the Agreement Officer and provide a detailed description of the proposed activity. The recipient must not proceed with the activity until advised by USAID that it may do so.

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

[END OF PROVISION]

9. *REPORTING OF FOREIGN TAXES (March 2006)*

- a. The recipient must annually submit a report by April 16 of the next year.
- b. Contents of Report. The report must contain:
 - (i) Contractor/recipient name.
 - (ii) Contact name with phone, fax and email.
 - (iii) Agreement number(s).
 - (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
 - (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
 - (vi) Any reimbursements received by the Recipient during the period in (iv) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (iv) received through March 31.
 - (vii) Report is required even if the recipient did not pay any taxes during the report period.
 - (viii) Cumulative reports may be provided if the recipient is implementing more than one program in a foreign country.
- c. Definitions. For purposes of this clause:

- (i) “Agreement” includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
 - (ii) “Commodity” means any material, article, supply, goods, or equipment.
 - (iii) “Foreign government” includes any foreign governmental entity.
 - (iv) “Foreign taxes” means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.
- d. Where. Submit the reports to: [insert address and point of contact at the Embassy, Mission or FM/CMP as appropriate. see b. below] [optional with a copy to]
 - e. Subagreements. The recipient must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements.
 - f. For further information see <http://www.state.gov/m/rm/c10443.htm>.

[END OF PROVISION]

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

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

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

[END OF PROVISION]

11. ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (JULY 2004)

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

trafficked. Foreign organizations, whether prime or subrecipients, that receive U.S. Government funds to fight trafficking in persons cannot promote, support or advocate the legalization or practice of prostitution when they are engaged in overseas activities. The preceding sentence shall not apply to organizations that provide services to individuals solely after they are no longer engaged in activities that resulted from such victims being trafficked.

[END OF PROVISION]

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

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

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

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

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

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

SEVERE FORMS OF TRAFFICKING IN PERSONS. -- The term “severe forms of trafficking in persons” means— (A) sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or (B) the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

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

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

[END OF PROVISION]

13. USAID DISABILITY POLICY – ASSISTANCE (DEC 2004)

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

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

[END OF PROVISION]

14. VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (MAY 2006)

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

VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (MAY 2006)

a. Voluntary Participation and Family Planning Methods:

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

- (2) Activities which provide family planning services or information to individuals, financed in whole or in part under this agreement, shall provide a broad range of family planning methods and services available in the country in which the activity is conducted or shall provide information to such individuals regarding where such methods and services may be obtained.
- b. Requirements for Voluntary Family Planning Projects (1) A Family planning project must comply with the requirements of this paragraph.
- (2) A project is a discrete activity through which a governmental or nongovernmental organization or public international organization provides family planning services to people and for which funds obligated under this award, or goods or services financed with such funds, are provided under this award, except funds solely for the participation of personnel in short-term, widely attended training conferences or programs.
- (3) Service providers and referral agents in the project shall not implement or be subject to quotas or other numerical targets of total number of births, number of family planning acceptors, or acceptors of a particular method of family planning. Quantitative estimates or indicators of the number of births, acceptors, and acceptors of a particular method that are used for the purpose of budgeting, planning, or reporting with respect to the project are not quotas or targets under this paragraph, unless service providers or referral agents in the project are required to achieve the estimates or indicators.
- (4) The project shall not include the payment of incentives, bribes, gratuities or financial rewards to (i) any individual in exchange for becoming a family planning acceptor or (ii) any personnel performing functions under the project for achieving a numerical quota or target of total number of births, number of family planning acceptors, or acceptors of a particular method of contraception. This restriction applies to salaries or payments paid or made to personnel performing functions under the project if the amount of the salary or payment increases or decreases based on a predetermined number of births, number of family planning acceptors, or number of acceptors of a particular method of contraception that the personnel affect or achieve.
- (5) No person shall be denied any right or benefit, including the right of access to participate in any program of general welfare or health care, based on the person's decision not to accept family planning services offered by the project.
- (6) The project shall provide family planning acceptors comprehensible information about the health benefits and risks of the method chosen, including those conditions that might render the use of the method inadvisable and those adverse side effects known to be consequent to the use of the method. This requirement may be satisfied by providing information in accordance with the medical practices and standards and health conditions in the country where the project is conducted through counseling, brochures, posters, or package inserts.

- (7) The project shall ensure that experimental contraceptive drugs and devices and medical procedures are provided only in the context of a scientific study in which participants are advised of potential risks and benefits.
- (8) With respect to projects for which USAID provides, or finances the contribution of, contraceptive commodities or technical services and for which there is no subaward or contract under this award, the organization implementing a project for which such assistance is provided shall agree that the project will comply with the requirements of this paragraph while using such commodities or receiving such services.
- (9)
 - i) The recipient shall notify USAID when it learns about an alleged violation in a project of the requirements of subparagraphs (3), (4), (5) or (7) of this paragraph;
 - ii) the recipient shall investigate and take appropriate corrective action, if necessary, when it learns about an alleged violation in a project of subparagraph (6) of this paragraph and shall notify USAID about violations in a project affecting a number of people over a period of time that indicate there is a systemic problem in the project.
 - iii) The recipient shall provide USAID such additional information about violations as USAID may request.

c. Additional Requirements for Voluntary Sterilization Programs

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

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

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

d. Prohibition on Abortion-Related Activities:

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

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

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

- (2) Prior to furnishing funds provided under this award to another nongovernmental organization organized under the laws of any State of the United States, the District of Columbia, or the Commonwealth of Puerto Rico, the recipient shall obtain the written agreement of such organization that the organization shall not furnish assistance for family planning under this award to any foreign nongovernmental organization except under the conditions and requirements that are applicable to the recipient as set forth in this paragraph (e).
- (3) The recipient may not furnish assistance for family planning under this award to a foreign nongovernmental organization (the subrecipient) unless:
- (i) The subrecipient certifies in writing that it does not perform or actively promote abortion as a method of family planning in USAID-recipient countries and does not provide financial support to any other foreign nongovernmental organization that conducts such activities; and
 - (ii) The recipient obtains the written agreement of the subrecipient containing the undertakings described in subparagraph (4) below.
- (4) Prior to furnishing assistance for family planning under this award to a subrecipient, the subrecipient must agree in writing that:
- (i) The subrecipient will not, while receiving assistance under this award, perform or actively promote abortion as a method of family planning in USAID-recipient countries or provide financial support to other foreign nongovernmental organizations that conduct such activities;
 - (ii) The recipient and authorized representatives of USAID may, at any reasonable time: (A) inspect the documents and materials maintained or prepared by the subrecipient in the usual course of its operations that describe the family planning activities of the subrecipient, including reports, brochures and service statistics; (B) observe the family planning activity conducted by the subrecipient; (C) consult with family planning personnel of the subrecipient; and (D) obtain a copy of the audited financial statement or report of the subrecipient, if there is one;
 - (iii) In the event that the recipient or USAID has reasonable cause to believe that a subrecipient may have violated its undertaking not to perform or actively promote abortion as a method of family planning, the recipient shall review the family planning program of the subrecipient to determine whether a violation of the undertaking has occurred. The subrecipient shall make available to the recipient such books and records and other information as may be reasonably requested in order to conduct the review. USAID may also review the family planning program of the subrecipient under these circumstances, and USAID shall have access to such books and records and information for inspection upon request;

- (iv) The subrecipient shall refund to the recipient the entire amount of assistance for family planning furnished to the subrecipient under this award in the event it is determined that the certification provided by the subrecipient under subparagraph (3), above, is false;
 - (v) Assistance for family planning provided to the subrecipient under this award shall be terminated if the subrecipient violates any undertaking in the agreement required by subparagraphs (3) and (4), and the subrecipient shall refund to the recipient the value of any assistance furnished under this award that is used to perform or actively promote abortion as a method of family planning; and
 - (vi) The subrecipient may furnish assistance for family planning under this award to another foreign nongovernmental organization (the subsubrecipient) only if: (A) the sub-subrecipient certifies in writing that it does not perform or actively promote abortion as a method of family planning in USAID-recipient countries and does not provide financial support to any other foreign nongovernmental organization that conducts such activities; and (B) the subrecipient obtains the written agreement of the sub-subrecipient that contains the same undertakings and obligations to the subrecipient as those provided by the subrecipient to the recipient as described in subparagraphs (4)(i)-(v) above.
- (5) Agreements with subrecipients and sub-subrecipients required under subparagraphs (3) and (4) shall contain the definitions set forth in subparagraph (10) of this paragraph (e).
- (6) The recipient shall be liable to USAID for a refund for a violation of any requirement of this paragraph (e) only if: (i) the recipient knowingly furnishes assistance for family planning to a subrecipient who performs or actively promotes abortion as a method of family planning; or (ii) the certification provided by a subrecipient is false and the recipient failed to make reasonable efforts to verify the validity of the certification prior to furnishing assistance to the subrecipient; or (iii) the recipient knows or has reason to know, by virtue of the monitoring which the recipient is required to perform under the terms of this award, that a subrecipient has violated any of the undertakings required under subparagraph (4) and the recipient fails to terminate assistance for family planning to the subrecipient, or fails to require the subrecipient to terminate assistance to a sub-subrecipient that violates any undertaking of the agreement required under subparagraph 4(vi), above. If the recipient finds, in exercising its monitoring responsibility under this award, that a subrecipient or sub-subrecipient receives frequent requests for the information described in subparagraph (10)(iii)(A)(II), below, the recipient shall verify that this information is being provided properly in accordance with subparagraph (10)(iii)(A)(II) and shall describe to USAID the reasons for reaching its conclusion.

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

information regarding the benefits and availability of abortion as a method of family planning;

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

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

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

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

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

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

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

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

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

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

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

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

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

planning activity conducted by the recipient, (iii) consult with the family planning personnel of the recipient; and (iv) obtain a copy of the audited financial statement or report of the recipient, if there is one.

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

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

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

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

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

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

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

(iii) In the event the recipient or USAID has reasonable cause to believe that a subrecipient may have violated its undertaking not to perform or actively promote abortion as a method of family planning, the recipient shall review the family planning program of the subrecipient to determine whether a violation of the

undertaking has occurred. The subrecipient shall make available to the recipient such books and records and other information as may be reasonably requested in order to conduct the review. USAID may also review the family planning program of the subrecipient under these circumstances, and USAID shall have access to such books and records and information for inspection upon request.

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

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

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

(8) Agreements with subrecipients and sub-subrecipients required under subparagraphs (6) and (7) shall contain the definitions set forth in subparagraph (13) of this paragraph (e).

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

information described in subparagraph (13)(iii)(A)(II), below, the recipient shall verify that this information is being provided properly in accordance with subparagraph 13(iii)(A)(II) and shall describe to USAID the reasons for reaching its conclusion.

(10) In submitting a request to USAID for approval of a recipient's decision to furnish assistance for family planning to a subrecipient, the recipient shall include a description of the efforts made by the recipient to verify the validity of the certification provided by the subrecipient. USAID may request the recipient to make additional efforts to verify the validity of the certification. USAID will inform the recipient in writing when USAID is satisfied that reasonable efforts have been made. If USAID concludes that these efforts are reasonable within the meaning of subparagraph (9) above, the recipient shall not be liable to USAID for a refund in the event the subrecipient's certification is false unless the recipient knew the certification to be false or misrepresented to USAID the efforts made by the recipient to verify the validity of the certification.

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

(12) A subrecipient must provide the certification required under subparagraph (6) and a sub-subrecipient must provide the certification required under subparagraph (7)(vi) each time a new agreement is executed with the subrecipient or sub-subrecipient in furnishing assistance for family planning under this award.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. Exceptions

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

(1) While the paragraphs are to be used in grants and cooperative agreements (and assistance subagreements) that provide financing for family planning activity or activities, if family planning is a component of an activity involving assistance or other purposes, such as food and nutrition, health for education, paragraph (e), "Ineligibility of Foreign Nongovernmental Organizations that Perform or Actively Promote Abortion as a Method of Family Planning," applies only to the family planning component.

(2) When health or child survival funds are used to provide assistance for child spacing as well as health purposes, these paragraphs are applicable to such assistance unless: (a) the foreign nongovernmental organization is one that primarily provides health services; (b) the objective of the assistance is to finance integrated health care services to mothers and children; and (c) child spacing is one of several health care services being provided as part of a larger child survival effort with the objective of reducing infant and child mortality. These paragraphs need not be included in the assistance agreement if it indicates that assistance for child spacing will be provided only in this way. USAID support under these circumstances is considered a contribution to a health service delivery program and not to a family planning program. In such a case, these paragraphs need not be included in an assistance agreement.

(3) These paragraphs need not be included in assistance agreements with United States nongovernmental organizations for family planning purposes if implementation of the activity does not involve assistance to foreign nongovernmental organizations.

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

[END OF PROVISION]

[END OF STANDARD PROVISIONS]

EXECUTIVE SUMMARY

AED has been privileged to partner with USAID for the past 30 years in implementing groundbreaking development communication programs across many sectors. We are excited to take what we have learned from these programs and move USAID's ambitious agenda forward with an expanded partnership of communication organizations from developing countries. We are pleased to offer the services of 5 outstanding regional organizations as full partners with AED in helping USAID make communication an indispensable tool for achieving results at scale across multiple foreign assistance programs.

Our field-focused approach to development communication is evidenced in each IR:

- **IR1** – We will build system-wide coalitions and harness the power of new communication technologies in partnership with the private sector to help programs achieve results at scale.
- **IR2** – We will expand the supply of host country communication expertise by cultivating excellence in a network of institutions and offer universities new resources including online courses.
- **IR3** – We will strengthen the demand for communication by delivering SOTA workshops and tools and awards for excellence to senior managers from across all development sectors.
- **IR4** – We will utilize senior developing country researchers supported by leading U.S. experts to carry out project research and use cost-effective technology for disseminating results.

Our *Communication for System-Wide Change* approach emphasizes the expansion of:

- **Objectives** – from change *not only* in individuals, but in social norms, social networks, and social systems that reach beyond and influence the individual.
- **Audiences** – from *not only* high-risk populations and their influencers, but also a wide range of stakeholders including journalists, policymakers, and the private sector.
- **Messages** – from *not only* vertical “do this” messages, but also horizontal communication among organizational networks and interpersonal networks.
- **Channels** – from media *not only* as channels, but also as partners – and from traditional broadcasting to inclusion of new media technologies.
- **Management** – from capacity building of a few organizations, to strengthening networks of many organizations in multiple regions, as well as expanding skills training of middle managers to include leadership, business management, and new management models for large-scale programs.

Our regional partners include the **Centre for Media Studies** of India (research/M&E), **New Concept** of India (communications), **Social Surveys** of South Africa (research/M&E), **Soul City** of South Africa (innovative media, social mobilization), and **Straight Talk** of Uganda (communications).

These partners will draw on selected TA from our U.S.-based partners: **CARE** will lead community-based approaches, support work on RH/FP and gender norms, and strengthen NGO capacity building. **IDEO**, a new USAID partner, will bring creative methods to program design and research. **Internews** will lead journalist training. **Ohio University** (OHIO) will lead TA to universities. **University of Washington, I-TECH** will lead HIV/AIDS training and community-based HIV/AIDS activities. Almost 50% of the total project budget will go to our 10 partners and other sub recipients.

Select resource groups will provide support as needed, including BBC World Trust, Communication for Social Change Consortium, Communication Initiative, Equal Access, Intel, Ogilvy/India, Population Media Center, Qualcomm, Rapid Results Institute, Tata Consulting, and University of Capetown School of Business.

II. TECHNICAL UNDERSTANDING AND APPROACH

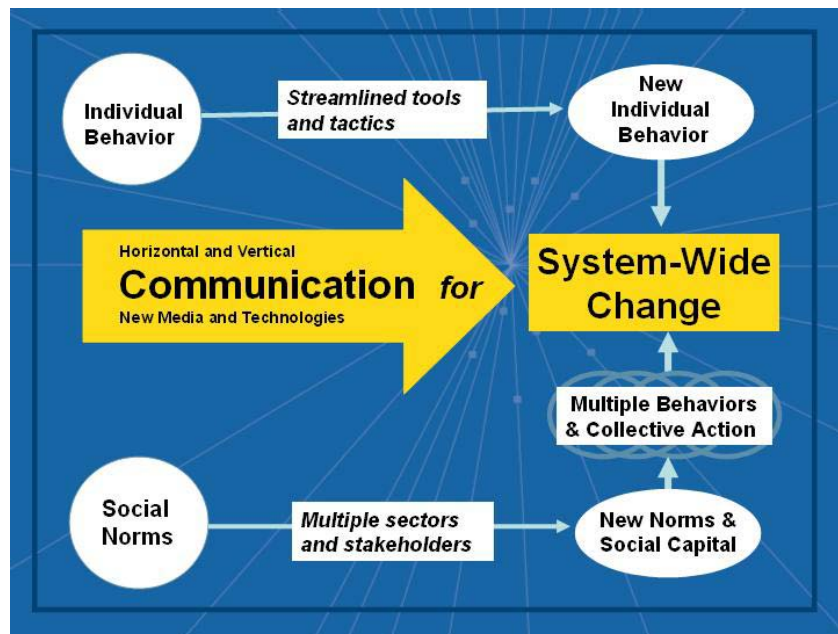
A. Overall Approach. Vision: By 2012 developing country professionals will be in charge of delivering and evaluating communication programs. There will be 10-15 financially viable national/regional firms providing BCC services and available to USAID and other donors for the next wave of communication efforts. In 12-20 countries, communication will be an indispensable and adequately-budgeted tool for achieving foreign assistance goals across sectors. Countries will routinely implement communication efforts that integrate the best strategies for changing social norms and for changing individual behavior, and sectors will work together to tackle pressing problems. Media strategies will catch up to those in the private sector. We will see messages developed by different audiences, dissemination transformed by new electronic technologies, and the press playing a vital role in shaping health information and holding government and business accountable.

Philosophy: Southern partners take the lead. Communication talent and energy exist in every country, and developing countries have in fact pioneered some of the most exciting applications of new communication approaches. Our team has worked with many of the most promising local partners; we will extend our collaboration with them and help link their efforts together to achieve a critical mass of communication leadership. We will strengthen *existing* institutions (universities, research agencies, and communication firms) and foster networks that address the full range of needed development communication skills. Our capacity building programs will focus on leadership, business plans and management, and advocacy skills as well as communication skills – enabling groups to engage successfully with clients and run their businesses effectively. We will work with our 5 regional implementing partners to learn from their successes while broadening their organizational skill sets – relying on them to provide leadership and assistance to smaller organizations in a region.

Strategic approach:
communication to catalyze system-wide change.

Recognizing that communication for any social issue occurs within a complex system, our team’s approach combines the best of what we have learned from individual behavior change approaches, with a stronger emphasis on shifting social norms to influence multiple behaviors and collective action. Our approach adheres to 5 principles:

1. Embrace a systems perspective. The best and most effective health communication



programs have always addressed multiple levels. AED's social marketing approach to CDD and EPI programs in the 1980s brought a systems approach to individual behavior change by considering the product, place (distribution and provider systems), price, promotion, and policy in the design of the program. Our work in the environmental sector developing the SCALE™ approach is based on evidence that solutions emerge from increases in *social capital* – mutually beneficial actions among multiple stakeholder over an extended period of time. For example, to improve watershed management, industries must apply cleaner production technologies, while farmers apply best farming practices, communities improve their water and sanitation systems, and households manage waste disposal over an extended time.

2. Target collective as well as individual behaviors and social determinants. Many behaviors require strategies that go beyond the individual. AED's work under HIP has underscored how maintaining a community water pump depends upon *collective action* and commitment. A couple's ability to discuss and adopt a modern contraceptive method requires supportive community expectations that help mitigate complex barriers. Recently, in Mindanao, we helped "tip" *family planning norms* by supporting discourse among Muslim religious leaders, while promoting accurate information by providers and family dialogue about preferences. Changes in public tolerance for cross-generational sex will only take place over the long term as a result of multiple, creative lines of attack addressing norms, or through *social movements* (e.g., White Ribbon Alliance) that address the power relationships in society.

3. Streamline communication tactics and tools. Models for communication planning and implementation have become complex and costly, making it difficult to transfer skills and bring programs to scale. Under PHDC we will streamline formative research and pretesting methods, and create easy-to-use front-line teaching tools and short skills-based training. We will apply LQAS techniques to evaluate multiple health indicators in a cost-effective way, as we have in Madagascar under FANTA. To achieve program scale, communication materials must be honed to the essentials and made adaptable for multiple audiences and uses. We have demonstrated in Madagascar that a simple, well-tested tool like the family health card can give a program both focus and agility. We will draw on the experience of our private sector partner IDEO to consolidate a set of tools for faster, streamlined work.

4. Achieve both rapid results and long-term change. A strong results focus and USAID's short-term funding cycles create inevitable tension with strategies for long-term change and approaches geared to sustainability. Our challenge is to demonstrate short-term results while effectively advocating the power of social factors in stimulating and sustaining social change. We will employ methods (such as 100-day projects) proven to achieve rapid results and also energize organizations for longer-term change programs. In our M&E and research programs, we will establish clear milestones and measures for shifts in underlying social determinants, strengthened social networks, and other factors necessary for long-term impact. We will also complete retrospective and prospective research to measure the cumulative effects and long-term impact of communication programs.

5. Engage the media as a catalyst for change. We will engage journalists and other media professionals as full partners in the process of social change, and in doing so increase many fold USAID's return on investment in media. Years of experience have demonstrated the value of a strategic media mix. Now we must embrace the emerging world of new media and viral messaging, in which the speed, cost – and especially the control – of communication have been revolutionized. The power of SMS, YouTube, and other new media means that communication takes place increasingly through horizontal, rather than vertical channels. We will exploit this breathtaking array of

opportunities throughout the project's 4 IRs. AED brings the resources and practical experience of our own strong communication technology group, including AED-SATELLIFE, and our commercial partners, Qualcomm and Intel, to ensure that PHDC realizes the promise of this technological and social revolution.

Interrelationship of SO, IRs, Challenges and Cross-Cutting Issues. PHDC's *strategic objective* requires that we improve both the effectiveness and sustainability of communication strategies. The project challenges us to look at the underlying social determinants of behavior, develop strategies that will bring about real change (*Challenge 1*), and measure change over the long term (*Challenge 3*). Our approaches will integrate the best of what we have learned over 30 years about influencing individual and collective behavior and social norms in several sectors: health, environment, and civil society and governance (*Cross-cutting Issue 1*). From civil society, in particular, we bring approaches to strengthen the role of the media as an independent institution and a force for moving forward (*Challenge 2*). Our work in-country to implement a powerful array of best practices at scale (*IR1*) and harness the power of new communication technologies (*Cross-cutting Issue 2*) will directly inform and be informed by the research agenda we carry out with our partners and share throughout the development community to advance the state of the art (*IR4*). We will bring a new energy to fostering development communication capacity within local institutions (*IR2*) – strengthening the supply of individual skills, organizations, and networks of institutions – via strategies that are appropriate to unique contexts. We will put an equal focus on creating educated demand for this capacity. The challenge of *IR3* and *Cross-cutting Issue 3* is to transfer USAID's long-term view of development change to organizations at multiple levels: other donors, other USAID projects, ministries, and even school systems, churches, and women's groups must all become our partners in bringing about change.

Applying Feasible Approaches to Cross-sector BCC programming. Models for integrating across "vertical" health areas have been critical to results: cross-referral systems for HIV and TB; FP counseling at "gateway" moments (prenatal and postpartum visits, post-abortion care); and introduction of nutrition and hygiene into care and support for PLWA. Our team has identified many such opportunities for natural synergy *across sectors*. Our Champion Community Initiative in Madagascar used health (FP and EPI) as community entry points and was expanded to include natural resource management. Our Ambassador Girls Program in Africa uses the school system as a locus for integration. High-performing students receive scholarships and participate in HIV/AIDS workshops; they also learn to become "ambassadors" and conduct outreach to their peers. In Jordan, AED's Health Competent Schools Initiative (under HCP) engages students in selecting from an "activity menu" around 4 themes – nutrition, exercise, not smoking, and hygiene. The program is a collaboration between the ministries of health and education. CARE's BCC work is routinely implemented in the context of its integrated community development approach, which often includes credit or enterprise development components.

AED-led work under HCP in Ethiopia specifically illustrates several of the successful modalities through which PHDC can work with other USAID projects. The project is designated by the Mission as the communications lead for its entire health portfolio, providing communications support and coordination for several of the Mission's bilateral health projects. The project's Kokeb Kebele (or "star community") Initiative works in formal partnership with the Mission's education bilateral projects, effectively integrating health and education at the community level.

B. Statement of the Expected Results

IR1: Evidence-based scaled-up health and development communication programs implemented and best practices for behavior change applied

The fundamental purpose of PHDC is to achieve large-scale impact while simultaneously developing local capacity to expand the progress achieved. Our team will apply its extensive array of best practices, drawn from decades of documented field successes in the health, environment, and civil society sectors, to country situations according to the behavioral, political, financial, and logistical challenges the project will meet.

1. Achieving scale through integrated approaches. Large-scale impact can best be achieved through integrated approaches that tap the numerous resources available in a country. PHDC will build on the “Principle of the Multiples” – *catalyzing action* among multiple players (public agencies, PVOs, media, the private sector) at multiple levels (national, district, community), through multiple interventions (social marketing, community mobilization), and offer multiple behavioral options – so that individuals, families, and other “target groups” can choose among efficacious practices that are doable and appealing. AED’s integrated scale framework will include the following key elements:

Building system-wide coalitions and commitment. Originally developed for environmental and hygiene programs, AED’s SCALE™ approach will be applied to RH/FP and other health challenges. It is a practical methodology for stimulating system-wide change by mobilizing action among various groups. It starts with mapping of the given problem and identifies players from different sectors who must be part of the solution, going beyond the confines of the usual “health community” to encompass resources like the media, business, faith-based institutions, and representatives of vulnerable and marginalized groups. The Whole System in a Room (WSR)¹ planning process is used to move people to a common vision. Groups with different mandates and constituencies commit to self-defined sets of rapid results (within 100 days) and longer-term results (1,000 days). PHDC resources will be applied to fill key gaps affecting overall impact, including seed funding for local organizations that should be strengthened. A monitoring process is agreed upon as well as follow-up meetings to assess progress in meeting commitments. Significant progress by any group will be reported through the PHDC Management Portal, local e-mail, and text messaging to reinforce the collaborative spirit of “team” success.

Strengthening district and community planning. PHDC will help devolve systems analysis, planning, advocacy, implementation, and monitoring skills at the district and sub-district levels. In the Ghana Sustainable Change Project, AED is providing 30 districts with participatory training, simple tools, and planning support through health authorities in concert with District Assemblies and civil society groups. Sub-district teams mobilize NGOs, farmer associations, local businesses, and leaders around shared goals. *Local media* are included in training and planning activities to enhance coverage and prepare for any adverse events.

Enlisting NGO networks. NGOs are a vital channel for reaching the rural poor and marginalized populations and mobilizing

Barriers: Scaling-up communication from district to national level requires not only funding and staff, but entirely new management systems and tools for system-wide planning.

Solutions: Our resource partner, Tata, will help develop operational management models for working at multiple levels in political units. We will create practical training materials and systems focused on tasks best carried out at different levels; advocate for more staff support and training; demonstrate how other resources can be tapped and coalitions created.

¹ Adapted from the Future Search Workshop. Copyright 2004 by Future Search Network. A Program of Resources for Human Development, Inc. Used with permission.

grassroots groups. CARE will strengthen NGO networks and their ability to conduct effective community behavior change programs at greater scale.

Engaging media to stimulate broad social action. Journalists must be recognized and encouraged as primary stakeholders in the process of social change. AED’s civil society programs have used a “3 track” approach with the press, stimulating broad citizen participation, policy reform, and involvement by diverse institutions. Internews will lead media programs to build social movements around gender equity and other vital social norms. (See also Challenge 2.)

2. Systematic implementation of tested communication methods led by local partners. Over the last 3 decades, AED and others have proven the effectiveness of the basic principles of audience segmentation, formative research, pre-testing, monitoring, and evaluation. Our regional partners will mentor country counterparts in these processes. It will be imperative that real breakthroughs are achieved in streamlining steps, simplifying tools, and reaching diverse audiences. IDEO will help revolutionize how to do **formative research and design messages**. Their 4-phase process gains quick insights through direct observation and limited discussion with “extreme behavior” groups and uncovers the emotional drivers of behavior to “disrupt” social norms. **Pre-test methods** will be improved with the use of PDAs with rural audiences and posting of spots to the local YouTube for “vote-ins” to select winners. AED’s Champion Community approach will be used to help groups with **collective goal-setting and self-monitoring**. Simple monitoring tools will empower communities to measure progress.

3. Successful strategies to influence individual and collective behavior and social norms.

Successful approaches that will be employed are: **(1) Supporting enabling policy changes.** “Regional Action Forums” will allow experts to build on mutual experience and develop consistent policies across borders, drawing on our success in stimulating national HIV/AIDS policies. Computer modeling can be used to provide the evidence needed for advocacy. “Press Champions” will be trained to present compelling positions to the public and legislative bodies. **(2) Facilitating trusted peer channels.** PHDC will develop creative peer education tools, such as clinic invitation cards given by satisfied FP users to their friends, and increase peer outreach to most-at-risk populations such as sex workers, IDUs, and HIV-positive people. **(3) Engaging “at-risk” youth as forces of change.** Effective youth programs reduce risky behavior, promote reflection on harmful gender norms, improve life skills, and mobilize community outreach. AED’s youth curricula and CARE’s gender equity programs for men and boys will be adapted where appropriate. Expanded access to youth-friendly RH services will be a priority. **(4) Partnering with the commercial sector.** DHS data show that the lowest SES quintiles seek care and products from private providers – pharmacists, traditional healers, rural drug vendors. Our team will build on lessons from Nigeria and Uganda to develop negotiation-based training programs and counseling materials for private providers. We will also apply what we have learned about helping the public sector develop partnerships for product and service delivery with the commercial sector. One such partnership, a malaria prevention initiative by the NetMark Project involving 40 companies, has generated \$42 million of cost share.

<p>Barrier: There is often mutual distrust between government officials and the commercial sector that prevents mutually beneficial collaboration.</p> <p>Solution: PHDC will be a catalyst to help them find Win-Win situations that can benefit both parties through a Joint</p>
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(5) Infusing popular media with educational content. In selected countries, Population Media Center and Soul City will help organizations develop serialized dramas for local media, YouTube sites,

and DVDs. PHDC will build local media capacity through provision and training in the use of WorldSpace satellite network equipment.

4. Harnessing the power of Information Communication Technologies (ICTs). AED's SATELLIFE Center for Health Information and Technology is helping countries utilize ICTs to reach at-risk and marginalized groups; empower peer groups to tailor messages for each other; engage service providers in a two-way stream of routine data collection and tailored learning; and "infect" the popular media that drive social change. Understanding the level of access to these new tools in countries with rapidly changing ICT environments will be a focus of PHDC planning. These technologies will help communities craft BCC messages that are specific to their language and culture. A key target audience in many campaigns – youth – can be active participants in creating local media. For example, where use of cell phones is high, hotlines using SMS text may be established. In remote areas with high maternal and newborn mortality, community access to single cell phones for emergency transport and life-saving information can be introduced. To improve disease surveillance and quality of health services, hand-held and solar powered tools that convey data to the district office and download protocols and personal Q&A for counseling patients can be used, as in the Uganda Health Information Network built by SATELLIFE (now self-sustaining and providing TA throughout Africa). Technology partners Intel and Qualcomm are eager to collaborate with PHDC to make ICTs more usable and affordable.

IR1 – 2.5 Year/5 Year Results and Indicators

- 25% increase/50% increase over baseline in proposed "Scale index" (measure of geographic size, diversity of target audience, adoption of communication approach by new organizations and different sectors; and policy change) that occur as a result of PHDC activities.
- 15/35 of PHDC national/sub-national communications programs reach over 80% of the intended audiences.
- 15%/40% of PHDC program activity costs for design and implementation met by public and private non-donor revenue.
- 100%/100% of PHDC activities that meet federal compliance on restrictions on the use of FP/RH and HIV/AIDS funds.

IR2: HEALTH AND DEVELOPMENT COMMUNICATION SKILLS AND KNOWLEDGE TRANSFERRED TO DEVELOPING COUNTRY INSTITUTIONS

1. Developing Local Networks of Communication Excellence. Our overall approach will be to strengthen local networks of organizations rather than a single one, favoring viable existing private sector groups as partners. We will move beyond a skills-based approach to a competency-based approach that helps partners build their business and a solid job base. We will also invest in capacity development of local journalists and other media organizations as critical new partners in development communication. We will work through our regional partners – Soul City, Straight Talk, New Concept, Centre for Media Studies, and Social Surveys – devolving both technical and management support roles to them over the life of the project.

Implementing organizations. Even in resource-poor countries, a wide range of local groups are engaged in aspects of health and development communication.

Barriers: USAID Missions and their national counterparts have been reluctant to use Southern partners as sources of capacity building or TA.

Solutions: We are committed to devolving implementation and capacity building to the field and have selected a group of qualified Southern partners with strong capabilities and track records. Our country and HQ offices will assure quality control to Missions, and that we stand behind our partners' work. We will also upgrade their skills.

These include research, advertising and public relations firms, in addition to government agencies and NGOs – many of whom we have worked with before. We will engage a core group of agencies that have an existing skills base and leadership to grow their businesses. We will map out an explicit capacity building strategy with each, including measurable benchmarks of achievement – a practice AED has followed since pioneering the use of Communication Institutionalization Strategies under the HealthCom Project. We will emphasize on-the-job training, working with the local PHDC team on specific project activities; participation in PHDC workshops for the extended network of local partner organizations; and establishment of a mentoring relationship with one or more of our regional implementing partners and resource groups. Thus, Soul City, would be called on to help a new communication partner in Malawi (where Soul City already has an office), and Social Surveys to assist a local research group in Lesotho to do an evaluation.

Tata Consulting and the University of Capetown School of Business will provide TA to these groups to strengthen their business practices and enhance their prospects for long-term financial viability. They will provide targeted mentoring in developing business plans, writing funding proposals, and assisting with client engagements (including report writing for USAID). We will explore possibilities for collaborating with leadership development initiatives in Southern Africa supported by the Kellogg Leadership Regional Network for Southern Africa (see Kellogg letter in Annex A).

Academic Institutions. To accelerate the growth of the next generation of local communication experts, we will assist universities, journalist training institutes, and other training organizations to strengthen their faculty and courses through collaboration with Ohio University (OHIO) and the Communication for Social Change Consortium (CFSC). We have identified a core set of universities engaged in development

communication who are willing to serve as resources in their own countries and for others in the region. They include: Makerere University in Uganda, Witwatersrand University in South Africa, Kasetsart University in Thailand, the Catholic University of Peru, and Institut Supérieur des Sciences de l'Information et de la Communication (ISSIC) in Senegal. We will build on the promising work begun with Makerere and several other universities by HCP under the AfriComNet activity. We will also support the new health communication program Witwatersrand University is developing with Soul City.

Applying the model they developed in Ghana, OHIO's communication scholars will offer mentoring and training to faculty using a "blended" learning strategy – combining on-site training and online and telecast sessions. Depending on the local skill set, the format will be a 2-week in-country training followed by 8-10 weeks of distance learning. Building on the success of its existing online curriculum in development communication, OHIO will work with universities in offering online courses in participatory communication, strategic communication in development, field research, evaluation and assessment, and communication within organizations. CFSC will work with one or more universities to adapt their master's degree curriculum in communication for social change. We will extend AED-SATELLIFE's electronic journal articles to these institutions (via HealthNet) and recruit more publishers in BCC to join those in this public private partnership. Our Management Portal will include

Barriers: Too often, capacity building has focused exclusively on a set of communication skills (e.g., producing press releases, designing radio spots), without attention to broader competencies or to building organizations that attract, grow, and retain talent.

Solutions: We propose a dual focus on equipping individuals with the competencies to perform their jobs including skills, knowledge, and attitudes, and building communication enterprises that are in business for the long term.

information on research and fellowship grants. If resources permit, we will also explore the development of a Health and Development Communication Fellowship or Intern program, allowing the exchange of students and scholars among participating universities.

2. Deepen Focus on Creating an Enabling Environment. Our discussion of IR3 lays out our framework for creating an enabling environment. PHDC will support the adoption of national level BCC policies and frameworks and (see Challenge 2) strengthen the capacity of the media. Internews will offer short courses on reporting development issues for journalists that will include working with sources, understanding data, investigative methods, and technical aspects of health and development issues. The courses will also highlight the evolving role of media as advocates for critical social issues and as a key voice in efforts to influence needed changes in social norms.

3. Exit Strategy. Our capacity building strategy for each PHDC country will include an explicit exit strategy. Above all, these will be realistic projections of what is achievable given the project time frame, the baseline capacity, and the resources available from USAID and other donors. They will be consistent with our vision of *distributed capacity* – i.e., excellence cultivated in a network of institutions rather than a single institutional clone.

Barriers: Missions are reluctant to fund activities like capacity building for which there are few short-term results.

Solutions: We will work jointly with AID to advocate for Mission support. We will seek private sector sponsorship of courses. AED is working on strategic communication training under contract with the World Bank, and we will seek to leverage the Bank’s funding and that of UNICEF and other donors.

IR2 – 2.5 Year/5 Year Results and Indicators

- 8/16 Southern partners/resource groups plan and evaluate a national or sub-national BCC intervention on an emerging health and development issue.
- 3/6 organizations per PHDC country have enhanced communication capacity in one or more functional areas.
- 4/10 partners become financially viable and self-sustaining.

IR3: HEALTH AND DEVELOPMENT COMMUNICATION INTEGRATED WITHIN THE WIDE PUBLIC HEALTH AND DEVELOPMENT AGENDAS

PHDC will generate *increased engagement and collaborative action* for communications programming across development sectors. We will approach IR3 with an entrepreneurial spirit – growing the market for communication by demonstrating how SOTA tools and models boost program impact. These activities will be the “pull,” or *educated demand creation*, for critical investments in both capacity building and field implementation. Emphasis on social norms as gateways to sustained behavior change will also thrive under cross-sector involvement of stakeholders. Support will be provided to Missions/Operating Units to:

- Introduce SOTA communication tools from other sectors (e.g., One Text Approach from Sri Lanka’s Peace Support Sector) to enhance BCC interventions and programs in family planning, reproductive health or HIV/AIDS.
- Link priority USAID and other donor health communication initiatives with complementary development sector initiatives (e.g., anti-trafficking, NGO-strengthening) to increase impact and reduce duplication of effort and management burdens.
- Support the consolidation and standardization of communication efforts among active bilateral or centrally-funded health and non-health programs through contracts and cooperative agreements,

task orders, etc., as listed on p. 40 of the RFA.

- In “*advanced*” country settings where program officers are predisposed to act collaboratively and pool resources to achieve broader development objectives, help facilitate the development of joint, intersectoral communication programs and initiatives.

Given the multitude of different contracting vehicles active in a USAID-presence country at any given time, one of PHDC’s first tasks will be to rapidly determine the portfolio composition of all sectors. Once known, staff will identify possible opportunities for Mission consideration to create synergies for streamlining and unifying development communication initiatives.

1. PHDC serving as a SOTA reference center.

PHDC will “*re-brand*” health and development communication, elevating it to a prominent role as a transformational development tool. Our strategy will be two-fold: to establish PHDC as a preeminent SOTA resource of “*first*” resort by introducing innovative yet practical models; and to launch processes of engagement and self-learning that “puts the project out of a job.”

Regional/Country SOTA workshops. In the first 6 months, PHDC will offer 2-3 three-day, regional workshops to Mission staff and their counterparts on Strategic Communications at Scale to stimulate dialogue across sectors and showcase the power and importance of communication to their development agenda. Up to 4 tailored workshops for Missions will be added each year. Our partner, IDEO, will help engage Mission staff and their counterparts in analyzing their needs, perceived barriers to, and potential strategies for implementing SOTA programs.

Cross-sector SOTA working groups. PHDC will initiate a cross-sector working group in each country – with USAID program officers, other CAs, and key counterparts – to identify synergies and direct limited funds for communication across Mission portfolios. These groups will facilitate information flow, develop national communication policies, and improve readiness of agencies to quickly respond to emergencies.

Establish a virtual “SOTA center.” PHDC’s Management Portal will also be a central *meetinghouse* for local partners, and a space for multiple SOTA uses. We will create country-level areas that enable both project and public conversations and document sharing, facilitate dialogue about promising approaches, and enable uploading of video/audio clips for comment.

2. Supporting and strengthening improved quality and sustainability.

Organizational assessments and strengthening. PHDC will assist “client organizations” (i.e., Missions, ministries, public and private agencies) to improve their planning and contracting of communication services. Assistance to ministries typically focuses on the health education unit; however, program and research units, budgetary processes, and regional and district linkages are critical to effective communication programs. We will strengthen these management functions, rather than focus on skills that are better outsourced.

Innovation awards. PHDC will launch a series of annual award schemes to mobilize all sectors of society to act on behalf of a national public health or development priority. Media publicity will

Barriers: Mission staff and stakeholders are most familiar with highly focused, “campaign-style” BCC approaches.

Solutions: Introduce SOTA health and development communication training to USAID Mission personnel and country decision makers. Actively disseminate results/experiences to additional countries.

Barriers: The traditionally low status of communication presents barriers to organizational change (e.g., within a MOH).

Solutions: Demonstrate added value of SOTA communication. Recruit high-level champions in organization. Recommend doable actions.

showcase promising initiatives. We will also propose new categories in existing national awards programs (e.g., national media awards) that promote cross-sector communication strategies. Private sector sponsorship or donation of awards will be a central element of any scheme, helping with cost share.

Dissemination through “Living Universities.” PHDC will identify locations of best practice strategies (e.g., clinic-based programs, school or sports activities) that can be used as “living universities” for observation and learning by other practitioners. This will provide incentives for participants, program designers, and local authorities, and encourage “south-to-south” dissemination. Video streaming of “living university” events will be a feature of our Management Portal.

3. Broadening the types of public and private organizations.

PHDC will broaden its reach beyond the traditional actors in a communication program or BCC initiative in any sector.

“Horizontal” communication at local and project levels. Our field programs will emphasize horizontal communication by engaging a wide array of formal groups and informal social networks to saturate society with consistent messages. These will include businesses as well as civil society group. An example is our work with the Muslim women’s association Fatayat in Indonesia to distribute vitamin A capsules and messages in urban slums to reach families fearful of government contact.

Low-cost, flexible tools. To support these new actors, we will develop tailored packages of low-cost training materials on how to: integrate communication into programs; plan, work, and monitor impact at scale; maximize development impact; and work cross-sectorally. Included among new tools will be the incorporation of GIS technology into RH/FP, HIV/AIDS, and other sectors to help communication programs better target populations, display and examine resources available by location, and monitor progress. Spatial information on disease prevalence and diffusion, demographics, environmental factors, partnerships, health infrastructure, and other social indicators can be examined in new ways in a GIS, leading to better informed decision making and policy recommendations.

4. Increasing the quality and quantity of national resources.

Facilitate cross-sector, cross-donor investment. Cross-sector involvement is a new “product” promising benefits to local stakeholders, including the facilitation of communication policy. PHDC will promote such capacity building initiatives and benefits and build on successful models. For example, the HIP project leveraged funds from World Bank activities in Madagascar to gain commitment from 3 ministries to invest in a water and sanitation program, and helped facilitate MOUs among them.

Challenge Awards. Based on our successes in USAID’s GreenCOM and HIP projects, AED will offer “Challenge Awards” to interested USAID Missions to stimulate cross-sectoral Associate Awards. Interested countries will submit 2-page concept papers that seek PHDC support to develop a SOTA communication initiative engaging 2 or more sectors. We will offer up to \$100,000 (of matching funds) for each activity. Up to 2 Challenge Awards will be issued each year, with findings/outcomes disseminated widely.

IR3 – 2.5 Year/5 Year Results and Indicators

- 6/18 USAID Missions/Operating Units and National/Regional/Local Government counterparts understand the importance of, and allocate resources for, effective BCC and SOTA communication programming.
- 24/54 agencies working in health and development have the ability to develop or contract for SOTA communication programming.
- 4/8 Ministries understand the essential elements of effective SOTA strategic communications programming.

- 4/12 policies related to health and development communication are formulated, financed, and implemented with public and private sector backing.

IR4: EFFECTIVE SOCIAL AND BEHAVIOR CHANGE COMMUNICATION KNOWLEDGE GENERATED AND SHARED TO ADDRESS EMERGING HEALTH AND DEVELOPMENT ISSUES

The main activity of IR4 will be a program of rapid, mid-term, and long-term prospective research, as well as reviews of best practices, re-analyses of existing data such as that from the Malawi Diffusion and Ideational Change Project, and meta-analyses. (Our budget includes sample research topics). Research will focus on practice, but will be theory-based and when possible, will take advantage of PHDC implementations. We will build researcher and institutional capacity, ensure that ethical standards are met, and disseminate research results.

A Research Resource Group (RRG) will guide development of the research agenda. The core of the RRG will be experts in equity and behavior change (Abbas Bhuiya, ICDDR, B); HIV/AIDS (Joseph Konde-Lule, Makerere University Institute of Public Health, Uganda); RH/FP and program evaluation (Dominique Meekers, Tulane University) and development communications (Bob Hornik, Annenberg School for Communication; John Mayo, Florida State University). To ensure that it responds to concerns of Missions and other stakeholders, the RRG will update the agenda annually after inviting input from the wider health and development communications community using a modified Delphi procedure. Types of research to be carried out include:

Analysis of the effectiveness of campaign programming. Our overall objective is to provide guidance for carrying out communications interventions in resource-scarce environments. **Channels:** To determine the value of *additional channels*, we will compare cost-effectiveness of selected minimum packages of interventions with the same package plus one additional element. We will also address the question of attribution of effect when multiple channels are used (see box). **Messages:** To generate guidance regarding types of messages, we will piggyback qualitative research on PHDC interventions to answer questions such as: who do people actually talk to when a “creating a buzz” approach is used? How does the frequency of exposure relate to the amount or content of conversation? We will also compare different approaches for changing social norms – correcting a misperception of the norm, presenting role models of high-profile people who “practice what they preach” and approaches that redefine aspired roles. **Developing analytical models/theories to address social change across multiple behaviors, cultures, and populations:** We will examine the interaction of communication programs and

Barriers: The difficulty of clearly identifying the channel through which respondents received information based only on self-reports.

Solutions: PHDC will explore possible technical solutions – for example, by providing a series of pictures of posters (both actually used and some not used), asking respondents to indicate which they have seen and measuring time taken to select as a proxy of familiarity.

subgroup status by routinely calculating and reporting concentration indexes (similar to the Gini coefficient) for the distributions of use of specific services or reported practice of promoted behaviors. We will also explore alternatives to demographic segmentation, and will develop ways to tailor interventions to individuals. Finally, we will compare the effectiveness of different approaches to diversity: developing a common-denominator message, using the same fundamental message with varying executions for different groups, and developing distinct messages for them. Using the results of these data collection activities, PHDC will revisit the questions posed in IOM’s “Speaking of Health” and present a conceptual framework summarizing SOTA about addressing social change in diversity.

Ethical concerns. PHDC will reduce ethical risks of communications programs to individuals (e.g., stigmatization, unwarranted anxiety) in 3 ways: involving researched groups in the program planning stage; applying SOTA techniques for identifying sub-groups and carrying out formative research; and implementing “watchful” monitoring systems to track potential adverse effects. To reduce community-level risks, we will apply and disseminate CARE’s “benefits-harm” approach. Our insights into mitigating ethical risks will be a particular focus for KM efforts. We will ensure that all research protocols are reviewed by IRBs both in the U.S.² and in the country of implementation, and will strengthen ethical review competencies by developing a researcher’s job aid based on the guiding questions in “Speaking of Health;” supporting access to computer-based orientations leading to certification; holding workshops on research ethics; and supporting IRBs at research centers of excellence.

Strengthen the ability of local researchers and research institutions. No research will be led solely by a northern institution. Most of the institutions that will do research will be either university-based (e.g., Center for Reproductive Health at the University of Malawi) or NGOs such as the African Population and Health Research Center in Nairobi.

The RRG experts and their institutions, project research staff, and our partners Soul City and OHIO will work with regional/local partners to ensure quality of research design, implementation, analysis, and reporting.

Dissemination. Processes will be streamlined and focused on supporting *existing* KM mechanisms and building *local* capacities. We will post all project documents on USAID’s DEC and will disseminate abstracts and linked alerts to multiple key listservs (e.g., Drumbeat) and major portals (e.g., Development Gateway, IRC, Repro Health Gateway, the Implementing Best Practices Initiative, etc.) Our Management Portal will include a content management function to enable easy upload of media materials. It will include a sophisticated search function for easy navigation of results. We will highlight local creators/collaborators so that interested site visitors can make contact with in-country producers of materials.

Barrier: There are few experienced communications researchers in most countries, especially in Africa.

Solutions: There *are* good social science researchers who need an orientation to communications research. We will develop a distance-learning course in “Communications Research Competencies” covering basic communications and behavior theories, key measurement and analysis issues, and research ethics. We will also provide mentoring.

We will periodically foster dialogue on existing sites, such as the Communication Initiative (CI) and its affiliate sites, and will fund special-issue discussions (e.g., on the CI’s HealtheComm News and through the CARE Sexual Reproductive Health communities of practice on Global Innovations and Learning, Family Planning in Africa, and Gender and Sexuality in Asia). Instead of a highly branded site, our Management Portal will be an open, functional meeting place for both country use (e.g., distance learning) and shared learning on best practices. At the same time we will energetically promote in-country dissemination of results, lessons, and best practices (see IR3), ensuring that in-country stakeholders are “drawn in” to the development communication learning community through locally appropriate media. Research will be considered unfinished until it has been disseminated in peer review articles and in appropriate and creative ways to local and international policymakers and funders. PHDC will hold regional “write shops” at least once a year for local partners and others in the region who have carried out research relevant to communications. Those who submit papers to peer-

² AED has a Federal-wide Assurance through the Office of Human Research Protection and a collaborative relationship with Chesapeake IRB for review and monitoring of all human subject research activities.

reviewed journals will receive special recognition at the annual RRG in-country meeting. To enhance the status of research, during the first day of this meeting, held in a country where PHDC has a major research study, local researchers will be invited to present and discuss their work.

IR4 – 2.5 Year/5 Year Results and Indicators

- 2/4 innovative communication models with related measurement methodologies developed.
- 3/8 in-country research institutions conduct research and publish articles in peer-reviewed journals on the social determinants of human behavior.
- 4/11 SOTA BCC articles by PHDC and in-country BCC institutions published in peer-reviewed journals.

C. Challenges

Challenge 1: Understanding and harnessing the determinants of human behavior.

PHDC will address the critical question facing BCC programming today – how to go beyond individual behavior change. We propose to test approaches to influence the underlying social and cultural determinants of behavior and to influence entire social systems. Going beyond the individual will help USAID take programs to scale, integrate programming across multiple health behaviors, and build more sustainable programs with longer term and wider impact.

Implement and evaluate interventions to modify gender norms, particularly male gender norms. We and our partners have begun to understand, measure, and transform male gender norms. We will build on and expand this work to achieve more equitable gender norms through mass media, workshops, and community meetings that promote dialogue and help participants critically examine their views of masculinity. Ultimately, the goal will be to reduce male risky behavior and help women take steps to achieve reproductive and sexual health outcomes like smaller family size and timely care-seeking. An initial step will be to develop a simple diagnostic tool that maps the societal context of gender interactions in a particular country (women’s literacy, labor force participation, etc.) and identifies the major players working on gender issues. We will adapt CARE’s work on “gender gap analysis,” which looks specifically at how gender norms influence the FP/RH and HIV/AIDS related decisions individuals make. M&E activities will disaggregate monitoring of target behaviors and participation by gender.

Barriers: Traditional gender norms are firmly entrenched throughout societies, including among the leadership – and do provide some benefits to men and women.

Solutions: Conduct formative research to understand the benefits of traditional gender norms, and positive deviance research to understand how societies have successfully made transitions. Identify and build on current trends and social movements in countries that are already seeing a shift toward more gender-equitable norms.

Develop and test new tools for social change interventions. In our work on individual behavior change, we have been successful with tools (e.g., BEHAVE) that identify the individual determinant and select the appropriate intervention strategy. Similarly, we propose to develop a diagnostic tool that helps BCC planners identify critical social determinants and select corresponding interventions. We will draw on social norm theory and practice which suggests, for example, that if discrepancy between perceived and actual norms is the crucial social factor, then social norms marketing would be the appropriate intervention. We will also build on CARE’s Social Analysis work to explore social and cultural determinants of sexual and reproductive health at the community level.

Enormous changes are occurring globally in communication technology – Internet, SMS, satellite TV that brings Bollywood and Mexican soap operas into remote areas. We will set up systems to observe these and other current socio-cultural trends and social movements, and identify ways to use them to help critical new health behaviors reach a tipping point. For example, we will test the use of text messaging to expand the reach and influence of HIV/AIDS peer support groups. In countries with existing women’s rights or other social justice movements, we will seek opportunities to integrate stronger and more specific gender equity messages.

Refine, implement, and evaluate systems level interventions. Our experience has demonstrated the value of an approach that begins at the level where the change needs to happen. We will learn how to use the model most efficiently in the health sector and as a tool to facilitate the design of cross-sectoral programs. We will compare the effect of SCALE™ implemented at different levels (national vs. regional) and with different starting points (e.g., RH vs. HIV/AIDS) to determine the best way to apply this approach to improve health and development. We will test models for enhancing and harnessing horizontal communication, the linchpin of successful cross-sectoral approaches.

Reinforce programs that build skills and self-efficacy for interpersonal communication. AED and CARE have been long-time leaders in developing materials and training health workers to improve interpersonal communication (IPC). We will draw on that work and the substantial work of local partners to develop tools that encourage dialogue and negotiation in difficult relationships and on sensitive topics. These include facilitating communication about masculinity and RH among men, among women, and between men and women; and helping people at risk of HIV/AIDS develop the skills and confidence to discuss and disclose their sero-status. We will support these IPC programs with TV and radio storylines that model and reinforce discussion of these topics. Soul City’s Series 6 shows how modeling can reduce violence against women. We will develop approaches for addressing stigma using mass media in conjunction with interventions in the community, workplace, and health facilities based on exercises in CHANGE’s Anti-Stigma Tool Kit.

<p>Barriers: FP programs continue to use the same “methods and side effects” approaches year after year with little effect on CPR, failing to build on positive changes in attitudes towards FP that are already occurring.</p> <p>Solutions: We will engage satisfied clients as models and develop simple tools like clinic referral cards for supporting peer-to-peer promotion. We will also support innovative community methods such as rapid results cycles which have been used successfully for FP in Madagascar by our collaborating group, the Rapid Results Institute.</p>
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Challenge 1 – 2.5 Year/5 Year Results and Indicators

- 2/5 rigorous program evaluations designed and implementation begun that assess BCC models of horizontal and network influence.
- 5/10 country programs map the country context and environment using PHDC gender norm assessment tool.

Challenge 2: Cultivate the media and reduce cost of media time.

Privatization of former state-owned broadcasters, a changing regulatory environment, the growth of community radio, and increasing access to Internet and mobile communications have changed the media landscape globally. At the same time, local media constantly struggle to find resources. We will work to heighten the power of media to advocate for positive health and social change – while increasing the cost-effectiveness of communication in PHDC countries. Activities will focus on three areas.

1. Improve the accuracy, commitment, and professionalism of the media. Capacity building under IR2 will incorporate new courses/modules on health and science reporting into local journalism schools. In addition PHDC will:

Expand reporters' capabilities and tools on how to gather accurate information and report evidence-based stories. Through workshops, we will introduce complex public health and social issues to reporters and editors, and effective ways to cover them in the media. We will strengthen the capabilities of general news/feature reporters to become technically proficient in specific areas and incorporate regular coverage of social issues in the general media via health/environment columns, 2-minute segments at the end of the news, and call-in shows.

Barriers: Media owners are not convinced that health and development news helps sell papers/broadcast time.

Solutions: PHDC will fund a series of health/environmental stories, columns and/or inserts for a 3-month trial period in key media; monitor for increase in sales/readership; and conduct a survey of target audiences to determine appreciation for the coverage. The survey will provide evidence to media owners re whether these topics "sell."

Use audience research to demonstrate public interest. We will demonstrate the public's interest in and demand for health and environmental information through audience research (see box on previous page). Media owners will learn from audience responses that good reporting is good business. Sponsors will buy more advertising if they have confidence that it reaches their audience.

E-syndicate environmental and health news reporting. With more people obtaining information via the Internet, and more journalists working remotely, we will develop an e-syndicate that helps reporters' associations create a resource of quality investigative reporting and coverage of issues important to our target readers that can be accessed and run in local or regional media.

2. Improve ability of civil society/government to sustain productive media relationships.

Build media-relations skills in civil society/ government at national and regional levels. PHDC will conduct workshops for public affairs officers in consumer and environmental groups, relevant ministries, and NGOs to improve their skills in writing press releases, conducting press conferences, and cultivating and maintaining relationships with the media.

Facilitate collaborative projects to build skills and relationships. We will use AED's "Spot On" workshops to train health and media professionals on how to jointly produce effective radio scripts and broadcast-ready spots using audience research and promoting core behaviors.

Disseminate training and tools to district and sub-district levels. We will conduct TOT at the district level to provide simple tools to strengthen local media outreach by NGOs and local authorities. Training will also focus on how to look for ongoing publicity opportunities.

Provide adverse-events training. PHDC will organize quick response workshops for clusters of NGO and government staff, giving priority to areas that are particularly vulnerable to backlash or rumors during campaigns, or that may be vulnerable to emerging health issues such as AI.

3. Improve capacity of communication planners to engage the media in cost-effective ways.

Utilize the new media. AED-SATELLIFE will provide training to counterpart communication groups in creative uses of cell phones, video uploading, vote-in pretesting, and Internet blogs.

Promote integration in regular programming. Strong media relations will lead to incorporation of project content into talk shows and other ongoing programs. (For example, AED negotiated with Philippines' Love LINES radio program to incorporate on-air FP counseling).

Partner with strong media buyers and corporate social responsibility units. Following Soul City's lead, we will cultivate relationships with local businesses to encourage sponsorship as part of their corporate responsibility strategies.

Challenge 2 – 2.5 Year/5 Year Results and Indicators

- 35%/75% of target group identifies media as a source of information on health and environmental issues.
- 25%/50% increase over baseline in numbers of articles on health and environmental issues in key/influential media.

Challenge 3: Measuring Long-term Impact of Communication Programs.

Below are illustrative examples of how PHDC will address each of the 5 challenges highlighted in the RFA.

Measuring long-term impact. PHDC will start by identifying sites with good documentation about the interventions that have been implemented in the past 3-5 years and data about program effectiveness. Current HCP sites and other countries or regions with projects funded by USAID and/or other donors are an obvious place to start; we will also explore sites with long-term data collection such as those participating in the IN-DEPTH network. We will combine qualitative research to identify the key characteristics of the interventions and exogenous factors with quantitative analysis of the output/outcome data over time. If the situation warrants, we will gather an additional round of data to examine effect decay.

Cumulative effects of BCC program

interventions. PHDC will examine cumulative effects using both retrospective and prospective research. While identifying sites for measuring long-term impact, we will also identify those where multiple BCC program interventions have been implemented and where good short-interval time-series data are available. Our RRG brings with it access to data sets from HealthCom, AIDSCOM, HCP, and other USAID projects. Again, we will use a combination of qualitative and quantitative analysis; here we will make a special effort to distinguish subgroups reached by single and multiple interventions. For prospective studies, we will piggyback on a PHDC implementation, comparing sub-areas where multiple interventions are implemented with areas where a single intervention is implemented.

Changes in social norms. It will be critical to understand the relationship between perceived and actual norms, to determine how to change social norms, and to study how changing social norms has a long-term and wide-ranging impact on behavior. How many people need to practice a new behavior before it becomes a new norm with the potential of sustainable effects? To examine these questions, we will implement innovative social change communication programs and study how they influence perceived and actual norms. We will use close-range media (e.g., “talking books” or videos) to isolate the communication narrowly and sampling frames with small sampling units within which we can aggregate the percent of a unit that is engaging in a behavior. Then we will be able to trace the shift in the percent practicing a behavior and compare these shifts to the perceptions.

Measuring the effectiveness of programs to reach “hard to reach” and to convince the “hard to convince.” Two measures of the effectiveness of programs in reaching the “hard to reach” (the last reached) would be the number of new adopters in a fixed time period or a demonstration that the rate of increase in the % practicing the behavior is significantly higher than the rate of change prior to the program. Measuring the effectiveness of programs to convince the “hard to convince” (those at highest

Barriers: The incomparability of data measured at different times.

Solutions: Select sites where successive surveys are comparable; for new data collection, use the same instrument and procedures as for previous survey(s). Use information from routine reporting that has continued throughout the period. Use statistical modeling to “convert” responses at time 1 to ones comparable to those obtained at time 2.

risk, possibly in marginalized subgroups) is essentially a segmentation problem, one of defining the subgroup and (ethically) investigating.

Unintended consequences of BCC programming. To redress or avoid unintended consequences we must predict when they might occur and what they might look like. We will develop specific ways of assessing the likelihood of unintended consequences through formative research; e.g., rapid behavior trials in contrast to samples or scenario-playing in subgroups. By reviewing examples of unintended consequences, we will develop a definition of the characteristics of situations in which unintended consequences might occur, so that researchers can take special care to identify or avoid them.

Challenge 3 – 2.5 Year/5 Year Results and Indicators

- 3 datasets of prior projects analyzed/1 additional survey completed to measure key program characteristics and exogenous factors associated with program impact, and to measure sustained or decayed behaviors associated with the communication programs.
- 25%/60% of PHDC communication programs have a strategy to target and measure behavior change of the “hard to convince.”

D. Project Monitoring and Evaluation. PHDC will provide USAID with regular results reports to enhance program management. We will build the capacity of our regional and local partners to manage M&E activities and produce timely reports. Table 1 is an illustrative Performance Monitoring Plan (PMP) showing a sub-set of indicators related to IR1. (See next page.) A complete version covering all IRs and challenges is included in Annex H. A full project-level PMP will be developed in partnership with USAID and PHDC partners, and submitted to USAID for approval.

E. Country Scenarios

Country Scenario 1: Increasing Healthy Timing and Spacing of Pregnancies in Yemen

Background. The 2004 Family Health Survey estimated the total fertility rate (TFR) in Yemen to be 6.2 (6.7 in rural areas). Prevalence of modern methods is estimated to be at most 28% (any method 41%).³ The legal age of marriage is 15 but many girls marry earlier. Unmet need for FP is 36% for women 15-19. However, Yemenis are increasingly sensitive to the prevention of early marriage; a new set of laws protecting women is pending before parliament. The central government and religious leaders support women's health issues, and nascent civil society groups are promoting community action, especially in democracy and education. *PHDC will help strengthen synergies across sectors, and among diverse partners — to push these positive trends.*

Challenges. Yemen is a tribal and male-dominated society. Over one-third of women say their healthcare decisions are made by their husbands. Strict gender roles often discourage women from visiting health facilities and tribal infighting can make doing so dangerous in some areas. Only 22% of women deliver with skilled assistance: the MMR is 570. Access to contraceptives is uncertain and women complain about lack of privacy in clinics and poor provider attitudes. Mass media are limited. Yemen has 2 television stations and 5 regional radio stations, but electricity is a problem.⁴ Illiteracy rates are high, especially for women.

Overall program goal. Increase the percentage of young married women (aged 15 to 29) who are practicing healthy timing and spacing of pregnancies in USAID’s five priority governorates: Amran,

³ The data are controversial. UNFPA cites TFR as 7.01 and CPR as 20.8%-any method, and 9.8%-modern methods.

⁴ Media exposure is uncertain. The National Family Planning Survey indicates 82% of youth watch TV every day (80% in rural areas). Many families own/run TVs on generators purchased with remittances from overseas relatives.

Sa'ada, El Jawf, Marib, and Shabwa. **Key behaviors:** 1) Encourage men and women to seek information on healthy timing and spacing. 2) Increase dialogue about healthy spacing between husband and wives and among religious leaders, men's groups, women's groups, and media. 3) Increase spacing intervals between pregnancies to at least 24 months before the next pregnancy. 4) Increase voluntary use of modern (especially long-term) methods. PHDC will also focus on knowledge among youth as a key underlying factor, given high rates of early marriage.

Key strategies and partners to achieve scale. PHDC activities will be Yemeni-led, catalyzing activities by multiple stakeholders and at multiple levels. The project will take advantage of CARE's on-the-ground presence since 1993 and will be based at their Sana'a offices. AED and the Centre for Media Studies (India office) will provide technical support in behavior change and M&E. From the Catalyst Project, we know that the best way to introduce new norms about FP in traditional societies is through *networks*. In Yemen, men and women need to be reached separately. We will use and energize existing networks. Partners will include health projects such as BHSP, and (the AED-managed) EQUIP – which is strengthening community-involvement in education in all PHDC areas, working through many local NGOs. Our unified strategy will include the following elements.

Table 1: Draft Illustrative Performance Monitoring Plan (PMP) for subset of PHDC IR 1 indicators					
Performance Indicator	Indicator Target	Definition and Unit of Measurement	Data Collection Methods/ Approaches	Data Compilation and Use	
				Frequency/ Responsibility	Analysis/ Dissemination
Scale Index Measure (index to measure coverage as an estimate of impact at scale)	Year 2.5: 25% increase in measure Year 5: 50% increase in measure	Def: The index captures 5 dimensions of Scale: - quantitative scaling up - equitable/diverse scaling up - functional scaling up - political scaling up -organizational scaling up Unit: Number of programs implemented	- Tools to calculate reach to geographic areas and target audiences; adoption of approach by new organizations and different sectors; and policy change related to the program - Case studies of country programs being implemented at scale	Frequency: Annual reporting, analysis, and dissemination Responsibility: Country program scale manager; local M&E partners; PHDC M&E team	- Analysis completed with PHDC, USAID and partners and included in program reviews - Dissemination through multiple presentations and virtual channels
Number of PHDC national/sub-national communication s programs that reach over 70% of the intended audiences	Year 2.5: 15 Year 5: 30	Def: Communication programs include those PHDC supports at the country/regional level that engage the media and that have a goal of supporting behavior change related to FP/RH and/or HIV/AIDS Unit: Number of national/sub-national programs	Network/household-level surveys implemented with samples large enough to measure significance, and implemented by PHDC, its implementing partners, or included in omnibus surveys	Frequency: At minimum, collected 3 times (baseline in quarter 1 2008, midpoint in quarter 2 2010, endline in quarter 2 2012) Responsibility: Country staff and partners	- Analysis completed with PHDC, USAID and partners and included in program management reviews - Dissemination through multiple presentations and virtual channels
% of PHDC program activity costs met by non-donor revenue (disaggregate to country and strategy levels)	Year 2.5: 15% Year 5: 40%	Def: Program activity costs includes all costs incurred to implement the communication program at scale Unit: Financial costs contributed by USG and non-USG donors	Financial inputs to program support shared with PHDC and combined with PHDC financial activity-level expenditures	Frequency: Quarterly Responsibility: Country and Washington financial staff	Shared in formal communication channels with USAID CTO and implementation partners
% of PHDC	Year 2.5:	FP/RH legislation for	- Letters of	Frequency: Bi-	Shared in formal

<p>activities that meet federal compliance on restrictions on the use of FP/RH and HIV/AIDS funds</p>	<p>100% Year 5: 100%</p>	<p>compliance can be found in Tiahrt, DeConcini, Livingston, Kemp-Kasten and Helms Amendments, Mexico City Policy, and Siljander and Biden requirements; HIV/AIDS legislation found in U.S. Leadership Against HIV/AIDS, TB and Malaria Act of 2003, and AAPD 05-04 Unit: Number of FP/RH and HIV/AIDS programs</p>	<p>commitment from PHDC organizations signed and filed - monitoring tools for field assessments of compliance related to FP/RH and HIV/AIDS</p>	<p>annual Responsibility: Country and partner staff, PHDC Deputy Director</p>	<p>communication channels with USAID CTO and implementation partners</p>
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Connect multiple influential stakeholders. Society broadly supports FP to *space* rather than *limit* births. PHDC will focus on responsible parenthood and spacing to protect the mother's health and allow proper care of children, with emphasis on young mothers. Research on benefits of FP from the male perspective will provide a secondary message base. Our *Whole System in the Room* planning will include the ministries of Health, Religious Affairs, Youth, Agriculture, and Education, the National Women's Union, Yemen Family Care Association, Red Crescent, Oxfam, UNFPA, and appropriate regional representatives. A local research partner will present data on maternal/child mortality and scientific evidence on optimal birth intervals. The goal will be to establish a common vision, discuss solutions to barriers, forge alliances, and state commitments. At the governorate level, PHDC will work through existing projects, CARE and other NGO activities, supported by the governors. We will offer a small-awards program for local groups. Our unified strategy will include the following elements:

Strategy 1—Engage men as responsible husbands, fathers, protectors. PHDC will stir concern and action on behalf of women's health and birth spacing via existing male networks by: 1) Linking via the governor's office to local religious and tribal leaders, fomenting "champions" of healthy spacing and discussion at mosques and local meetings; 2) Engaging parent councils established by the EQUIP project; 3) Collaborating with agricultural extension partners.

Strategy 2—Support women/girls. We will identify networks for reaching women such as: 1) Outreach by the National Yemeni Women's Union; 2) Mother's Councils associated with schools; 3) Social events such as wedding parties (to reach women of different ages). We will provide basic reproductive health facts, and information about traditional methods (standard days method, LAM, given the problems of access to contraceptives) and facts about modern/long-term methods and local sources – stressing the health benefits of spacing.

Strategy 3—Prepare youth for responsible parenthood. We will strengthen reproductive health aspects of existing health modules in school curricula, beginning with EQUIP schools and scaling up with willing partners. We will test interest in a Sports for Life program for boys.

Strategy 4—Infuse the media. PHDC will: 1) Identify media champions, including journalists, radio and television producers, and provide information on common misconceptions about methods and training in science reporting; 2) Explore the feasibility of a hotline for "new parents," 3) Test a simple "text message campaign" aimed at the burgeoning use of cell phones; 4) Offer "Spot on" workshops to regional radio station managers on script writing about FP issues. The government is considering allowing community radio broadcasting; PHDC will be prepared to support this channel when available.

Strategy 5—Improve counseling and outreach. PHDC will support the Yemen Basic Health Services Project, the Yemen Family Care Association, the Red Crescent of Yemen, and others with simple job aides and TOT in client-friendly counseling. We will support the ongoing training of midwives to use child birth as a moment of opportunity for LAM and other methods. PHDC will support increased availability of all methods as a major determinant of use – especially serious for long-term methods.

Capacity building strategy. AED will complement efforts by JICA and UNFPA by building "distributed excellence" among many local groups, strengthening their strategic BCC capacities. In addition to the multiple NGOs PHDC will work with, we will support training for the large cadre of health educators associated with the National Health Education Center, and help strengthen the outreach skills of the National Women's Union volunteer networks.

Relevant Research. The RRG and our research group will assist local research groups in conducting several studies (see budget). These will include: 1) mapping of social networks at the village level; 2) doer/non-doer study of male support for birth spacing; 3) an effectiveness study of a pilot utilizing "talking books" as a channel for group learning.

Indicators and M&E Plan.

- % of birth spacing intervals of at least 24 months increased (baseline and endline surveys).
- % of FP adopters increases (health facility records); % of couples reporting modern method use increases (baseline and endline surveys).
- # of networks (male and female) supporting healthy spacing between pregnancies increases (Program monitoring data of network activities, media reporting).

Country Scenario 2: Increasing modern method use in Ghana

Background. Ghana has reduced fertility and achieved near universal knowledge of modern contraceptive methods, but modern method use is just 19% (9% for lowest SES), and long-term methods just 1-5%. (2003 DHS.) Unmet need is 34%. Previously, the USAID-funded *Life Choices* campaign introduced Ghanaians to FP options, and Engender Health addressed vasectomies, but few NGOs now work in FP. Opportunities exist: CARE and Ghana Red Cross Society have strong community networks and the Department of Community Health, School of Medical Sciences, Kwame Nkrumah University of Science and Technology (SMS/KNUST) is developing BCC implementation capacity. FBOs are an extensive and proven behavior-change channel in Ghana, and media – especially radio – has reached Ghanaians with FP information. Ghana's private sector (which now serves 54% of modern method clients) can be a key partner.

Challenges. In this deeply religious country, messages from the pulpit remain pro-natalist. Open dialogue among couples is rare and women feel pressure to prove their husbands' power and sexual prowess by having children. Method-related concerns and myths persist: fear of side effects rose as a reason for non-use from 18-26% between 1998 and 2003. Many health workers are biased against certain methods and withhold services from younger or unmarried clients.

Overall program goal. Increase modern method use (especially long-term and permanent) in the 30 USAID project districts; focusing on women in urban/peri-urban areas (years 1-3) and rural areas (years 1.5-3). **Key behaviors:** 1) Men and women seek FP services, especially for long-term/permanent methods; 2) Public and private providers counsel on modern methods effectively and without bias; 3) Key segments of society advocate for modern contraceptive use; 4) Media increases positive FP coverage.

Key strategies and partners. PHDC will start in 2009 following the Ghana Sustainable Change Project (GSCP) and will build on GSCP's "*Real Man*" campaign tackling gender norms and spousal dialogue. The project will sit in offices of CARE, which has extensive networks in Ghana and will manage community-level outreach. We will work hand-in-hand with Ghana Red Cross Society (GRCS), who collaborated with AED in rolling out district BCC planning processes under GSCP. The project will involve students at SMS/KNUST via field internships. Applying the "principle of the multiples," PHDC will target couples, health workers, chemists, influential organizations and individuals (e.g., "Queen Mothers"), media, and other stakeholders, who can integrate FP activities/messages into their routine outreach and traditional events. Our unified strategy will include the following elements:

Strategy 1—Debunk the myths. Promote a change in the "perceived" norm about modern contraception, which does not reflect reality – i.e., that modern method use *is a trend* and men (88%) approve of FP. Activities include: 1) Formative research via “divergent focus group” technique to analyze fears and approaches for overcoming them. 2) Mass-media campaign to change perceptions about what "everyone" is doing, correct misperceptions, and entice couples to use FP, especially long-term and permanent methods (up to 5 radio spots for the popular “*He Ha Ho*” program and supporting materials for community action and interpersonal communications and counseling). 3) Distribution of radio programs and theme songs via cassettes for playing on public transport (via Ghana Public Roads Transport Union and State Transport Company). 4) Hotline in urban areas (on method rumors, risks) promoted through home pages at Internet cafes and in local publications and campus newsletters. 5) Roll-out in rural areas by CARE, including workshops for Queen Mothers and traditional leaders, who can integrate FP activities and messages into their routine outreach work and traditional events.

Strategy 2—Create the buzz. Internews will hold workshops for the Media Consortium for Health and well-known journalists, and PHDC will feed the media regular updates and press releases *resulting in*: regular reporting on FP and evidenced-based articles on common myths about methods; call-in shows featuring male views on FP; interjection of FP in regular programs. PHDC team will identify individuals, CBOs, large constituencies, and particularly FBOs whose leaders are willing to work on FP. CARE will train them on integrating into their work activities that stimulate use of modern methods and will provide support as they plan activities.

Strategy 3—Tap the network of trust. Roll out the “each one invite three” approach, which creates a snowball effect by tapping the “network of trust” between satisfied FP clients and "plan-to-users" – friends and neighbors who need only overcome a final barrier before visiting a clinic. Cards will be distributed to satisfied users by providers, chemists, women's clubs, etc.

Strategy 4—Turn providers into allies. To move health workers away from being obstacles to becoming FP allies, PHDC, Engender Health, the Ghana Health Service, and GRC will hold regional “experiential” training-of-trainer sessions to equip providers with SOTA knowledge, negotiation-based counseling skills, and to help them overcome their own biases and misconceptions. PHDC will integrate this into ongoing TOT trainings (e.g., with the health worker training institutions and the Nurses and Midwives Council). We will create simple facts sheets and Q&A about methods for distribution to private providers through the Association of Chemists and Pharmacists, and to franchised Care shops. Availability of information about side effects and advice about alternate methods are particularly low in pharmacies/chemists/drug stores where the majority of women acquire modern methods (including 77% of OC users).

Capacity building. Our primary focus will be on strengthening GRCS so that they can lead many PHDC activities by year 3. The project will also: 1) support recently-developed communication short courses of SMS/KNUST (developed under GSCP with Ohio University) by promoting these among project counterparts and providing stipends for participation by government and NGO partners; 2) assist them in establishing new online/distance learning modules; 3) strengthen BCC management skills of the MOH network of Regional Communication Officers.

Relevant research. The RRG and our research group will assist local research groups in conducting several studies (see budget). For example, using clinic-based data (e.g., pre-marked invitation cards and clinic records) 1) document the snowball effect of the “each one invite one” and 2) assess whether the approach is more effective for different primary channels (e.g., public or private providers, other

groups) or among different client networks. PHDC will assist the researchers in disseminating results to practitioner and publishing in peer reviewed journals.

Indicators and M&E plan.

- % of FP adopters increases (source: health facility records); % of couples reporting modern method use increases (source: baseline and endline surveys).
- % of public and private providers who counsel on modern methods of family planning in compliance with USG federal regulations (source: field assessment monitoring tools).
- # of influential individuals from various sectors openly supporting use of modern methods increased (source: poll survey of FP influentials-3 waves).
- # of positive vs. negative statements/discussions on modern methods made in key TV, radio programs, and newspapers (source: media monitoring reports).

Scenario 3: Shutting Down Intergenerational Sex in Mozambique

Background. In Mozambique, estimated HIV prevalence among young women ages 15 to 24 is 10.7%, compared to 3.6% among young men in the same age group. Transactional sex is a key driver of HIV infection among women and young girls in Mozambique, according to UNAIDS. Some young women are defining their social and sexual identity as well as establishing financial security by accepting sex with older men. Many women are simply driven by economic need and some are coerced. These relationships are an accepted fact of life in Mozambique and southern Africa. Current programs (funded by USAID and others) are trying to address the issue through prevention messages for young girls, partner reduction and promotion of condoms, and longer term interventions that seek to improve gender equity through male participation. *PHDC proposes to launch a Mozambique-designed and led strategy to challenge the social norm that tolerates and even supports cross-generational transactional sexual relationships.*

Challenges. Mozambique is recovering from civil war and is one of the poorest countries in the region. Civil society is weak and the health infrastructure is poor. The economy is slowly rebuilding through tourism, fishing, and agriculture. But poverty is a major contributor to transactional sex. PEPFAR and other international donors have focused on rebuilding the infrastructure for HIV/AIDS testing and treatment, and building NGO and CBO capacity for community-based prevention efforts. A National HIV/AIDS Strategy is in place, but there is no coordinated BCC strategy driving media and community program activities. To date no program has directly targeted the problem of intergenerational sex, partly because men of all social strata are involved, and partly because of the fear of unintended effects or repercussions.

Overall program goals. PHDC will pursue two related goals: 1) Decrease the social acceptability of transactional, intergenerational sex through a challenging mass media campaign to stimulate community dialogue and stakeholder commitments to supportive programs. 2) Decrease individual risk-taking behaviors through longer term, community-based actions addressing gender norms and other underlying factors. **Behaviors:** 1) Men – decrease predatory behavior leading to transactional relationships;

2) Women – increase resistance to/avoidance of these relationship; 3) Communities – increase dialogue challenging the norm and support programs that facilitate change. Our segmentation strategy will be:

- Women 18-24 who engage in sex for *social status/"wants."* Urban and tourist areas.
- Women 18-24 who engage in sex for *economic need.* Urban and rural areas.
- Males 25-40 who seek out these relationships.
- Peers, family members, community leaders, and influencers who can support women personally, socially, and by offering economic/vocational alternatives.

Key strategies and partners. Launching an attack on the acceptability of "Sugar Daddy" relationships requires broad commitment and Mozambique-led creativity, keen insights into the culture, and anticipation of unintended effects. PHDC will conduct stakeholder mapping to identify a wide range of partners and will facilitate *Whole System in the Room* planning to energize action. Leadership by the National AIDS Council will be crucial, as will participation by donors and the media from day 1. Given the economic factors at play, we will seek involvement by the tourist industry, industries such as the aluminum smelters, cell phone network companies and others, and by church organizations, NGOs and CBOs working on HIV prevention, and microenterprise projects (e.g., those run by CARE). The WSR will discuss the range of factors that drive transactional relationships, and elicit 100 day commitments – by community programs that offer economic options to women, youth programs that promote gender equity, and by employers and others to take specific actions. PHDC will set up a small awards program to support selected activities. PHDC will state its own commitment to a hard-hitting media campaign and invite participation in a "design and monitoring" task force. The WSR will be reconvened every quarter to review commitments and to build solid ownership of the media campaign as it takes shape.

Soul City and its local NGO, *Nweti*, will lead campaign development and IDEO will provide guidance in formative research and "risk monitoring." Social Surveys will assist their local partner in pretesting, monitoring and evaluation. CARE Mozambique will lead community efforts. We will also work closely with USAID's Capable Partners Program (CAP) managed by AED. CAP is building the capacity of civil society groups, many of them active in HIV/AIDS. Our unified approach will include:

Strategy 1—Breaking the silence. PHDC will develop a series of TV and radio spots that builds on *Nweti's* work in Mozambique. The creative team will test message concepts that "push the envelope." One idea is a series of messages that link the perceived "benefits" of transactional sex with the "real" consequences" (i.e., "My man gave me this cell phone...and HIV"). Another is to present the faces of "family members" – the father (who is also a "Sugar Daddy" for a neighbor's daughter); the mother who encourages her teenager to earn a little extra for the family. Media will be designed to stimulate controversy without alienating audiences. We will ratchet up the "jolt" gradually – a strategy that has worked with Madagascar's Red Card campaign.

Strategy 2—Celebrating "Safe-Zones." Working through NGOs (including their own network, active since 2000) CARE will initiate a Champion Community Initiative easily adopted by schools, workplaces, church groups, and others. PHDC will create a "package of goals," in effect a compilation of "best practices" (e.g., peer outreach) that groups can select from and "achieve" by a given time. They will then be certified as "Safe Zones" against transactional sex.

Strategy 3—Media as intermediary. PHDC will work hand in glove with the media to exploit the campaign's "buzz." Internews will provide training in responsible reporting, incorporating interviews into their regular reporting, etc. We will also prepare key stakeholders to "meet the press" so that controversy and any adverse events or reactions can be handled well.

Capacity Building strategy. *Nweti* staff will expand their capacities and skills by working with as part of this first rate creative team. As in Yemen, we will focus on building "distributed excellence" among a number of local partners, including the many nascent NGOs being supported by CAP.

Relevant research. The RRG and our research group will assist local research groups in conducting several groundbreaking studies (see budget), including 1) testing the impact of fear vs. other message approaches; and 2) testing a variety of program components for "Safe Zone Communities" to sustain

community interest and involvement. Initial dissemination will focus on rapid dissemination to practitioners, followed by mentored peer review writing.

Indicators and M&E plan.

- # of articles/stories on transactional sex in the local media increased (source: media outlet monitoring data).
- # of women's peer-support groups increased (source: program database).
- Number of safe-zone communities increased (source: service statistics).
- % of women who withstand pressures of transactional sex increased with support of their peers increased (source: baseline and endline survey of women).
- Incidence of transaction sex decreased (baseline/endline surveys of men and women).