



USAID
FROM THE AMERICAN PEOPLE

Dr. Adeline Kimambo
Christian Social Services Commission
4 Ali Hassan Mwinyi Road
PO Box 9433
Dar es Salaam
Tanzania

Reference: RFA No. USAID M/OAA/GH-07-858
Subject: Cooperative Agreement No. **GHN-A-00-07-00012-00**

Dear Dr. Kimambo:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development (USAID) hereby awards to Christian Social Services Commission hereinafter referred to as the "Recipient", the sum of \$1,499,998.00 to provide support for a program in Tanzania as described in the Schedule of this award and in Attachment B, entitled "**Malaria Communities Program in Four Districts in Southern Tanzania.**"

This Cooperative Agreement is effective and obligation is made as of the date of this letter and shall apply to expenditures made by the Recipient in furtherance of program objectives during the period beginning with the effective date September 30, 2007 and ending September 29, 2012. USAID will not be liable for reimbursing the Recipient for any costs in excess of the obligated amount.

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

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

Sincerely,

Marjan Zanganeh
Agreement Officer
USAID

Attachments:

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

ACKNOWLEDGED:

BY: Atkinson
TITLE: Director
DATE: 27th October 2007

A. GENERAL

1. Amount Obligated this Action:	\$350,000.00
2. Total Estimated USAID Amount:	\$1,499,998.00
3. Total Obligated USAID Amount:	\$350,000.0
4. Cost-Sharing Amount (Non-Federal):	\$0.00
5. Activity Title:	Malaria Communities Program in Four Districts in Southern Tanzania
6. USAID Technical Office:	USAID/GH/HIDN
7. DUNS No.:	56-549-5249

B. SPECIFIC

Commitment Doc. Type	PR
Commitment No.	GH/HIDN-022438
Commitment Title:	GH/HIDN-3100 Christian
Line Item	1
Budget Fiscal Year:	2007
EBFY	2008
Fund	CD
Operating Unit:	GH/HIDN
Strategic Objective:	A11
Distribution	936-3100
Management	A049
BGA	997
SOC	4100202
Amount	\$350,000.00

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Attachment A SCHEDULE

A.1 PURPOSE OF COOPERATIVE AGREEMENT

The purpose of this Cooperative Agreement is to provide support for the program described in Attachment B to this Cooperative Agreement entitled "**Malaria Communities Program in Four Districts in Southern Tanzania.**"

A.2 PERIOD OF COOPERATIVE AGREEMENT

The effective date of this Cooperative Agreement is September 30, 2007. The estimated completion date of this Cooperative Agreement is September 29, 2012.

A.3 AMOUNT OF COOPERATIVE AGREEMENT AND PAYMENT

1. The total estimated amount of this Cooperative Agreement for the period shown in A.2 above is \$1,499,998.00.
2. USAID hereby obligates the amount of **\$350,000.00** for program expenditures. The Recipient will be given written notice by the Agreement Officer if and when 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 Direct Reimbursement in accordance with procedures set forth in 22 CFR 226.

A.4 COOPERATIVE AGREEMENT BUDGET

The following is the Agreement Budget. Revisions to this budget shall be made in accordance with the Mandatory Standard Provision entitled "Revision of Award Budget (October 1998)."

TOTAL BUDGET

Cost Element	US \$
1. Direct Costs	\$1,499,998
2. Indirect Costs	\$ 0
3. TOTAL	\$1,499,998

A.5 REPORTING AND EVALUATION

1. Financial Reporting

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

In accordance with 22 CFR 226.52, the SF 269 and SF 272 will be required on a quarterly basis. The recipient shall submit these forms in the following manner:

(1) The SF 272 and 272a 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 one original and two copies of an annual performance report to the Cognizant Technical Officer (CTO). The performance reports are required to be submitted annually. Guidelines for program reports will be provided by the CTO.

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.odie.org; (b) Via U.S. Postal Service: Development Experience Clearinghouse, 8403 Colesville Road, Suite 210 Silver Spring, MD 20910, USA; (c) Via Fax: (301) 588-7787; or (d) Online:

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

Guidelines for final reports will be provided by the CTO.

A.6 INDIRECT COST RATE

The Recipient has not proposed any Indirect Costs under this Cooperative Agreement.

A.7 TITLE TO PROPERTY

Property Title will be vested with the Cooperative Country.

A.8 AUTHORIZED GEOGRAPHIC CODE

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

A.10 SUBSTANTIAL INVOLVEMENT

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

- Approval of annual workplans and modifications that describe the specific activities to be carried out under the Agreement;
- Approval of specified key personnel;
- Approval of monitoring and evaluation plans, and USAID involvement in monitoring progress toward achieving expected results and outcomes;
- Concurrence with selection of sub-award recipients

A.11 KEY PERSONNEL APPROVAL

The following key personnel position is hereby approved:

- Project Director

A.12 PROGRAM INCOME

Recipient shall account for Program Income in accordance with 22 CFR 226.24.

A.13 SPECIAL PROVISIONS

A.13.1 USAID DISABILITY POLICY (DEC 2004)

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

http://www.usaid.gov/about_usaid/disability/.

(b) USAID therefore requires that the recipient not discriminate against people with disabilities in the implementation of USAID funded programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing the program under this grant or cooperative agreement. To that end and to the extent it can accomplish

this goal within the scope of the program objectives, the recipient should demonstrate a comprehensive and consistent approach for including men, women and children with disabilities.

A.13.2 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)

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

A.13.3 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JAN 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 AO.

A.13.4 ACCOUNTING SYSTEM SURVEY

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

A.13.5 WORKPLAN APPROVAL PROCESS

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

A.13.6 ENVIRONMENTAL CONCERNS

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

ATTACHMENT B PROGRAM DESCRIPTION

The Recipient's Program Description entitled "**Malaria Communities Program in Four Districts in Southern Tanzania**" and the Recipient's proposed Branding Strategy and Marking Plan (Attachment C), submitted in response to RFA M/OAA/GH/07-858, are hereby made a part of this Award.

PROGRAM DESCRIPTION

The Christian Social Services Commission (CSSC) program will address malaria in pregnancy in four districts and 100 health facilities (and their catchment areas) in the Southern Zone of the United Republic of Tanzania in the three regions of Ruvuma, Lindi and Mtwara. This program will include Focused Antenatal Care (FANC) training of health workers in facilities, community health workers and community religious leaders.

The project objectives will:

- 1) Increase the capacity of CSSC members to undertake community-based malaria prevention and treatment activities;
- 2) Developing CSSC capacity to support a collaboration of private not for profit (PNFP), public facilities and community networks for PMI;
- 3) Building local ownership of malaria control with community partnerships; and
- 4) Increasing uptake of IPT1, IPT2 and ITNs and treatment of malaria.
 - a. With the objective of closing the gap between present figures and the PMI/MOP target objectives.

The project will begin in the two Ruvuma districts of Songea Rural and Mbinga during year one with assistance to 320 health facilities and 115 communities within their respective catchment areas. In each health area training will include three health workers will for facility-based and outreach care, two Community Health workers in selected communities, and one religious leader from each community. The project will expand assistance by 20 health facilities each year until year five when the total of 100 health facilities is reached. This will effectively provide coverage for 75% of the facility catchment areas in the four districts. It is hoped that the project will collaborate with other partner projects for the training in the remaining health facilities.

Table 1: Project Districts

District	Population	Hospitals	Health Units	Total Facilities	Implementation Year
Songea Rural	167,362	1	35	36	Year One
Mbinga	457,993	2	30	32	Year One
Masasi	481,493	1	17	18	Year Two
Lindi Rural	231,296	1	13	14	Year Two
	1,338,144	5	95	100	

This comprehensive approach will lead to improved maternal and newborn health outcomes:

1. Increased uptake of IPT1 and IPT2 using the directly-observed treatment (DOT) method
2. Increased use of ITNs especially among pregnant women and children under five.
3. Improved capacity among providers to deliver comprehensive ANC services.
4. Increased knowledge and motivated Community Health Workers who motivate increasing numbers of pregnant women to go for ANC early (first trimester) in pregnancy.
5. Motivated religious workers using various opportunities to increase use of ITNs, especially by pregnant women and children under five as well pregnant women avail of complete IPT.

Organizational Capability

Description of the Applicant

The Christian Social Services Commission (CSSC) is an ecumenical body established in 1992 by the Tanzania Episcopal Conference (TEC - Catholic) and the Christian Council of Tanzania (CCT - Protestant) to facilitate the provision of social services (Health and Education) by church institutions in Tanzania. CSSC is the largest ecumenical body in East Africa with a network of over 80 dioceses and provinces, which own and manage church health and education services in the country respectively. CSSC caters for 40% of health care delivery (56% of rural health care delivery) through its web of health care facilities scattered throughout the country. CSSC coordinates a total of 87 Church hospitals (2 being among the 4 referral and teaching hospitals in the country), 20 District Designated Hospitals, 68 health centres and 452 Church dispensaries. CSSC's education sector covers 23% of the education services in the country with 2 Universities, 40 Secondary schools and 200 Primary Schools. Through Diocesan health secretaries and the Zonal Coordinators CSSC enables capacity building, coordination of services and advocacy at district, zonal and national levels. There also exists a very strong liaison with Muslim, Hindu and other health providers. CSSC is also the home of the Tanzania Inter-faith Forum (TIF) in Dar es Salaam which seeks to increase program linkages between different faith-based health providers throughout the country and engage in advocacy with one voice.

CSSC was registered as a society in January 1993 with the Registrar of Societies (1954) with registration number So. 7837, and has a secretariat located in Dar es Salaam, which coordinates day to day functions of the organization. The Secretariat carries out its operations under the leadership of the Director and a Board of Directors representing various Churches. The annual funding of the CSSC (estimated at approximately \$2 million) comes from a combination of sources including German Christian funding agencies, Dutch Cordaid and the Global Fund.

CSSC's Mission Statement: To facilitate and support delivery of social services through partnerships, lobbying and advocacy in a manner which will ensure transparency, quality, equity, availability and accessibility with love and compassion of Christ.

Role and Responsibilities of CSSC:

1. Policy
2. Advocacy
3. Research

Some of CSSC's accomplishments in Tanzania include improved collaboration between faith-based organizations and the government in planning, implementing and allocation of resources at district level. In addition, CSSC promotes partnership through its Lead Agency Concept as well as promoting and facilitating practical and operational research. As an output of research, the Commission develops guidelines and statements of best practices and disseminates these to church institutions to help improve quality of social services delivery.

Community Program Experience

Through its integrated network of congregations, health and educational institutions, the CSSC has for 15 years been at the forefront of community-based social service delivery on the Tanzanian mainland, working always in collaboration with government policies and guidelines. The CSSC has gained extremely successful community program experience through the "Joint Churches and Government Program for the Sustainable Development in Social Services in Health and Education Sectors". This is a US\$ 10 million program at CSSC which has been funded by the Government of Germany through GTZ and KfW, first launched in 1994. The program supports development activities in the sectors of health and education, construction and rehabilitation of health and education facilities nationwide, and improved collaboration between Church and government health care providers in four program districts (Dodoma Rural, Sengerema, Bunda and Tunduru).

The CSSC strengthens the institutional capacity of Church health and education institutions, by building the capacity of their personnel through workshops and seminars. A scholarship fund has also been established to support continuing education of persons working in Church social services facilities. The commission provides logistics support services for accreditation and registration of facilities; technical support through volunteer expatriate doctors and other professionals; follows up on staff promotions and facilitates disbursement of government grants and subsidies for health and education facilities; facilitates secondment of personnel to Church institutions from the government and dissemination of circulars, policy and legal documents.

One of the CSSC's current programs in Tanzania is HIV/AIDS Prevention, Care and Support, through its web of Dioceses, provinces, parishes, communities and sub-communities linked to church health and education facilities. Since 2004, the CSSC has been a sub-recipient of funding from the PEPFAR AIDS Relief Project through the consortium partner, IMA World Health. Through a coordinated multi-sectoral partnership funded by the Global Fund for the faith-based institutions, CSSC helps scale-up access to quality VCT as an entry point to comprehensive care and support services for TB and HIV/AIDS patients. CSSC as a sub-recipient of the Global Fund for activities undertaken by faith-based organizations and a member of the GF CCM for Tanzania, facilitates and coordinates health and education facilities. Under the auspices of the Global Fund Round 3, CSSC has been awarded a 10-Million US\$ to oversee the participation of the Evangelical Lutheran Church of Tanzania (ELCT) - Kagera, the Anglican Church of Tanzania (ACT), the KCMC (referral center owned by CCT), Bugando Medical Centre (referral center owned by the TEC) and Pastoral Services for AIDS - Archdiocese of Dar es Salaam (PASADA).

CSSC has also collaborated with local, international organizations operating in Tanzania. CSSC has gained recognition and respect from various strategic development partners including the Government of Tanzania, other FBOs, Civil Society, NGOs, donors and health care delivery partners in Tanzania and beyond. The organization has worked closely and received grants from international donors, including GTZ, KfW, EED, Misereor, CORDAID, ICCO, Royal Norwegian Embassy, World Bank Bread for the World and IMA World Health.

Quantifiable achievements of the CSSC in the past 15 years includes: rehabilitation of 77 health facilities, 41 secondary schools, 143 school laboratories; establishment of 4 zonal health care technical services centers resulting in increased awareness of the importance of Planned Preventive Maintenance system/culture; operationalized Revolving Drug Fund in 25

hospitals and 4 Diocesan Medical Stores; equipping 150 secondary schools with lab equipment, chemicals and science textbooks; construction of 67 staff houses in the rural areas, over 2,000 personnel working in Church social services received training in various disciplines as well as improved ecumenism among Protestant and Catholic Churches in Tanzania through ensuring optimum denominational mix at forums.

Organizational Structure

The CSSC is the major collaborator with the Ministry of Health in health service delivery in the country. This is reflective of the more than 40% service provision of the commission and the almost 800 health facilities operated by its membership throughout the 21 regions of Tanzania. The CSSC is represented on every major national committee at the MoH level including representation and participation in NMCP forums. Research, documentation and curriculum materials have been special interests of the CSSC over the years and these are areas in which the government has its strongest linkages with the commission. There are few government training materials which do not have significant CSSC input.

To harness countrywide broad based policy dialogue and input, in 2001 CSSC decentralized its organizational structure by establishing policy dialogue forums in 5 zones as follows: Eastern zone (Dar Es Salaam, Coast, Tanga, Morogoro, and Dodoma Regions) Northern zone (Kilimanjaro, Arusha and Manyara), Lake zone (Mwanza, Mara, Shinyanga & Kagera) Southern zone (Iringa, Mbeya, Ruvuma, Mtwara & Lindi) and Western zone (Singida, Tabora, Kigoma & Rukwa). Beginning July 1, 2007, each zone will be under the management of a 100% salaried Zonal Coordinator who will report directly to CSSC HQ in Dar es Salaam. As this project is envisaged to work primarily in the Southern Zone, the Zonal Coordinator for that area will be closely involved in providing oversight and supervision.

Under this Malaria Communities Program, the Christian Social Services Commission, will bring on board its significant networks to implement a comprehensive, ecumenical, and broadly based program by complementing national efforts on addressing malaria by supporting faith-based malaria strategies with communities which reflect National Malaria Control Program and President's Malaria Initiative objectives.

Situational Analysis

Tanzania Health Status Overview

Tanzania's entire population of 39 million, spread out over a geographical area of 945,090 square kilometers, is at risk of contracting malaria. However, endemicity and risk of transmission varies and have recently been mapped by the Mara collaboration. About 75% of the population is subjected to stable perennial or stable seasonal malaria transmission; 8% exposed to unstable, highly seasonal transmission; and about 17% to no malaria transmission. Malaria is the leading cause of outpatient and inpatient health services attendance for all the ages and the leading cause of death in both child and adult in all regions of Tanzania. In Tanzania as a whole, malaria is believed to be directly or indirectly responsible for about 16 million annual malaria episodes and 100-125,000 annual deaths (70-80,000 of children < 5 years).

Health Facilities by District, Number of Villages & Population*							
Region/District	TOTAL Population	Women aged 15-45 Yrs	Children < 5 years	Number of Villages	Proposed for MCP Program		TOTAL
					CSSC Facilities	MoH Facilities	
Ruvuma							
Songea Rural	167,362	36,803	25,320	68	25	11	36
Mbinga	457,993	98,225	68,202	183	22	10	32
Lindi							
Lindi Rural	231,296	53,629	30,706	116	4	10	14
Mtwara							
Masasi	481,493	109,791	67,315	200	8	10	18
TOTAL	1,338,144	298,448	191,543	567	59	41	100

* Extrapolated 2002 Census to 2007

Project Location

The proposed project will be carried out in four selected districts of the three regions of the Southern Zone of the country: Ruvuma (Mbinga & Songea Rural districts), Lindi (Lindi Rural district) and Mtwara (Masasi district). See attached map in Annex B. Taken as a whole, the Southern Zone is the most highly endemic malarial area of the country as well as the poorest developmentally and receives the least per capita funding from central government and little attention from international development agencies.

Mtwara Region Health Status Overview

Mtwara Region is located in the southeast of Tanzania, bordering with Mozambique and is one of the poorest regions of the country. Mtwara is divided into 5 districts and 90% of the population are rural dwellers. In Mtwara agriculture employs over 90% of the

entire population and women play a leading role in agricultural activities. Access to health facilities is very low due to multiple problems such as geographical distance and cost; however, availability of health skilled staff remains a major challenge. The infant mortality rate and maternal mortality are both very high, and prevalence of malaria is high. The following numbers of health facilities by district are found in the region: 61 in Masasi, 39 in Mtwara rural, 25 in Newala and 33 in Tandahimba. A large hospital is found in Ndanda located in Masasi District. The top ten causes of morbidity in this area are malaria, acute respiratory infections, HIV/AIDS, tuberculosis, diarrhoea diseases, malnutrition, anaemia, intestinal worms, trauma, accidents and skin infections. Mtwara's health profile is as follows:

Doctors to Patients	1: 35,000
Doctor to population ratio	1: 30,000
Population with accepted pit Latrines	59%
Population with access to safe water	48%
Infant Mortality Rate	135/100,000
Less than 5 years mortality rate	170/100,000
Life expectancy in years female	50
Life expectancy in males	46
Crude Birth rate is	41
Malnutrition is	14%

Lindi Region Health Status Overview

Lindi Region is located in the south of Tanzania, bordering with Rufiji and Mtwara, and is also very poor. Lindi is divided into 5 districts and 95% of its population is rural. The prevalence for malaria is very high. Maternal mortality rate and infant mortality rate are among the highest in the nation. The breakdown of health facilities by district in Lindi region is: 39 in Kilwa, 49 in Lindi rural, 24 in Liwale, 18 in Ruangwa and 27 in Nachingwea. The top ten causes of morbidity in Lindi are identical to that of Mtwara. Lindi's health profile is as follows:

Doctors to Patients	1: 25000
Doctor to population ratio	1: 20000
Population with accepted pit Latrines	54%
Population with access to safe water	44%
Infant Mortality Rate	130/100,000
Less than 5 years mortality rate	150/100,000
Life expectancy in years female	50
Life expectancy in males	45
Crude Birth rate is	42
Malnutrition is	12%

Ruvuma Region Health Status Overview

Ruvuma Region is located in the extreme south of Tanzania, bordering with the Republic of Malawi and Iringa region. Although potentially very wealthy both in terms of agriculture and extractive mining, it remains one of the poorest regions of the country. Ruvuma is divided into 4 districts and 90% of the population reside in the rural areas. A very high percentage of the population is engaged in agriculture with women providing most of the labor in addition to their numerous household activities. The following number of public, religious and private health facilities in different districts are found in Ruvuma Region: 75 in Mbinga, 37 in Namtumbo, 49 in Songea and 45 in Tunduru.

Ruvuma also has the same top ten causes of morbidity as Mtwara and Lindi. Ruvuma's health profile is as follows:

Doctors to Patients	1: 25000
Doctor to population ratio	1: 20000
Population with accepted pit Latrines	58%
Population with access to safe water	44%
Infant Mortality Rate	125/100,000
Less than 5 years mortality rate	120/100,000
Life expectancy in years female	52
Life expectancy in males	46
Crude Birth rate is	44
Malnutrition is	8%

The Following Two Tables Present a Comparative Analysis of ITNs, IPTp and ACT Statistics From the 2004-05 DHS

Malaria Indicators from Demographic & Health Survey (DHS), 2004-05

Region	Insecticide-treated mosquito net (ITN)			Use of mosquito nets by children under 5 years of age		Use of mosquito nets by pregnant women	
	% with at least one	% with more than one	Avg no. of ITNs per household	% slept under any net preceding night	% slept under ITN preceding night	% slept under any net preceding night	% slept under ITN preceding night
	Ruvuma	25.7	13.8	0.5	33.8	20.5	39.6
Lindi	16.0	9.2	0.3	17.3	7.5	13.8	7.0
Mtwara	15.8	8.4	0.3	32.7	11.1	28.4	13.5

Region	Intermittent Preventive Treatment (IPT) by women during pregnancy		Prevalence & prompt Treatment of children under age 5 with fever	
	% who received any SP/Fansidar during an ANC visit	% who received 2+ doses, at least once during an ANC visit	% who took anti-malarial drugs	% who took anti-malarial drugs same or next day
Ruvuma	63.4	36.1	80.4	68.0
Lindi	66.4	33.3	59.5	47.2
Mtwara	75.3	39.3	59.7	48.3

Program Links

Focused Antenatal Care (FANC) is a concept widely known in the health service delivery community, but it has not yet expanded its coverage to reach all health facilities and institutions in the country. Using the FANC platform, this project will increase the percentages of ITN usage by pregnant women and children under five, increase the uptake of IPTp & ACTs and, through education and training, lift all the PMI and MCP indicators in the selected operational districts.

Socio-Economic Characteristics

The four selected districts - two in Ruvuma, one in Lindi and one in Mtwara - are among the most economically deprived in the country although possessing rich agricultural potential. The vast majority of residents in Ruvuma are Christian, reflected in the larger number of CSSC facilities there, and Mtwara is divided evenly between Muslims and Christians while in Lindi, a coastal region with strong cultural ties to the history of Zanzibar, is predominantly Muslim. People are represented by a variety of tribal affiliations in the three regions and although literacy is quite high (>70%), this varies between men & women and clearly gender equity has proven to be a major challenge.

Current Status of Health Care Services

The Ministry of Health and Christian Social Services Commission provide the vast majority of health services in the four districts. There are 59 CSSC health facilities, including six hospitals, while the Ministry operates nearly 200 facilities, most of these small dispensaries. At the tertiary level, the standard of health service delivery is highest while drug and personnel shortages plague the facilities at the community level.

Health Behaviors

It is clear that the higher educational attainment level in Ruvuma Region combined with greater agricultural wealth and more disposable income has created a situation in which health-seeking behavior has progressed much further than in Mtwara and Lindi. The greater uptake of malaria control measures including use of ITNs and higher percentages of other PMI indicators reflects this. A challenge of this project will be not only to consolidate progressive behaviors in Mbinga and Songea Rural, but also develop strategies to affect positive improvements in Lindi Rural and Masasi.

Other Malaria Programs

Each of the major CSSC health facilities has malaria programs in place and functioning including distribution of nets through PSI and other initiatives, use of IPT and ACTs supported by the NMCP and special education & training programs supported by a number of national and international funding sources. These programs are more numerous in Songea Rural and Mbinga, but in Lindi, near Nyangao Hospital, and in Masasi, in the catchment area surrounding Ndanda Hospital, malaria programs have been active improving health-seeking behaviors for a number of years. It is expected that the malaria program initiated at Peramiho Hospital in 1998 will be replicated in the proposed project over the four districts. In nine years, mortality from malaria has dropped almost 75% in the catchment area due to a combination of the following activities:

- Assessment of households living with no nets
- Health education about prevention of malaria and complications
- Distribution of ITNs
- Distribution of Ngao re-treatment medicine - community members buy and re-treat nets instructed by community motivators
- Re-treatment by Ngao every 4 months
- Improved IPT and ACT access and diagnosis

Partnering Organizations

The Christian Social Services Commission, as a body created to provide health and education services under the umbrella of TEC and CCT institutions, will partner with MOH, district health offices, ACCESS program and all 59 of its health institutions in the four districts of Songea Rural, Mbinga, Masasi and Lindi Rural. Especially important are the six major referral hospitals located in these districts as all have a network of congregational and community health development programs and projects seeking improved health-seeking behaviors in a multitude of disciplines.

Stakeholder Involvement

The advantages of utilizing the CSSC and its membership to expand health service delivery in Tanzania are many, but one of the most positive of these is the natural linkages with stakeholders at every level of society in the four districts, through the network of congregational and community development programs. At the same time, as the CSSC is the government's most important partner in health service delivery in the entire nation, collaboration exists at every level, from tertiary and teaching down to the smallest dispensary in the most remote village.

Program Strategy and Interventions

Addressing Malaria in Pregnancy in the regions of Mtwara, Lindi and Ruvuma using the platform of FANC through both facility and community interventions.

While Tanzania has made great strides in the prevention and treatment of malaria in pregnancy, and is one of the developing world's leaders in terms of research and advocacy of the use of insecticide-treated nets, the country is still some distance from reaching all its outlined targets and the Millennium Development Goals. Nationwide, the uptake of IPT 1 is about 58% and IPT 2 is about 38%.¹ Due to nationwide campaigns, the ITN use in Tanzania is higher than in many developing countries; nevertheless, in the regions of Ruvuma the average percentage of households with at least ITN is only 26%; in Mtwara and Lindi it is only 16%.²

Antenatal care is an opportune platform to address the prevention and treatment of malaria in pregnancy since the majority of pregnant women come for at least one ANC visit (94%) and many come for at least two (50%). Strengthening the quality of antenatal care and preventive interventions for malaria in pregnancy (MIP) will reduce the risks for maternal and perinatal mortality among women and their babies in Tanzania. Community based interventions will help reduce not only MIP but also malaria in children under 5 through use of ITNs as well as prompt treatment due to improved understanding and preparedness in the select communities.

In Tanzania, faith-based organizations (FBOs) deliver over 40% of facility-based health services nationally and much higher in rural and hard to reach areas. When one takes into consideration the congregation and community based programs, the level of FBO health care education and delivery goes up much higher. The Christian Social Services Commission, founded in 1992 as the health and education service provision department of the Tanzania Episcopal Conference and the Christian Council of Tanzania (additional housing the Tanzania Inter-Faith Forum bringing Muslims, Hindus and other faiths together for dialogue and opening opportunities for collaboration), will provide leadership to implement this project both at facility and community levels.

¹ *Tanzania Service Provision Assessment Survey 2006. Preliminary Report* (ORC Macro, 2007)

² *Tanzania Demographic & Health Survey, 2004-05* (ORC Macro, 2006)

The approach builds on the ACCESS Program³ organized training of faith-based and MOH representatives in FANC, PMTCT, MIP and Supervision in August 2005 in Bagamoyo, Tanzania. ACCESS Program has been scaling up FANC and MIP training of TOTs, providers and follow up support supervision. CSSC has been collaborating with the ACCESS Program and IMA World Health in mobilizing Religious Leaders to encourage communities in utilizing facility services and preventing malaria especially in pregnant women and children under five years of age.

FBO partners will work in close collaboration with the ACCESS program and public sector to ensure there are no missed opportunities to prevent and treat MIP. Assessment and Training tools developed by the ACCESS program will be used for this project so that the project implementation will be within the national guidelines established by MOH. This comprehensive approach will lead to improved maternal and newborn health outcomes; specifically,

1. Increased uptake of IPT1 and IPT2 using the directly observed treatment (DOT) method;
2. Increased use of ITNs especially among pregnant women and children under five;
3. Improved capacity among providers to deliver comprehensive ANC services;
4. Increased # of pregnant women coming early (first trimester) for ANC.

As mentioned in their project documentation, collectively, these efforts will help generate informed demand at the community level for IPTp, ITNs and malaria case management for pregnant women. Ruvuma Region training will already have taken place by the time this project begins on October 1, 2007; this is the same date proposed for the start of ACCESS activities in Mtwara and Lindi providing some very good linkages and synergies.

The Christian Social Services Commission manages nine hospitals in the three regions: Ruvuma (5), Mtwara (1) and Lindi (3). There are 12 government hospitals in this area. In addition, there are 568 other health facilities (health centers and dispensaries) operated by government, faith-based and private owners (table below). This proposed project will work in the four districts of Songea Rural and Mbinga in Ruvuma, Lindi Rural in Lindi and Masasi in Mtwara complementing the efforts of the ACCESS program. There are six hospitals in these districts.

³ ACCESS - USAID's Flagship Global Program to improve access to clinical, community and women's health services

In addition to the numerous health institutions, the CSSC through TIF is closely allied with congregations of all types comprising a large proportion of the inter-faith community in Tanzania. In this project, it is proposed that there be a two-pronged approach towards fulfilling the targets of the President's Malaria Initiative: one, through mobilizing religious leaders in the communities in these three regions two, through health facilities at the institutional level, faith-based, government and private.

Source: Data below summarized from recent facilities database provided to CSSC by MoH

DistrictName	Total	Region	DISTRICT	Total
Kilwa	44	Lindi	Kilwa	44
Lindi Rural	40		Lindi Rural	40
Lindi Urban	13		Lindi Urban	13
Liwale	24		Liwale	24
Masasi	74		Nachingwea	34
Mbinga	77		Ruangwa	1
Mtwara Rural	43	Lindi Total		158
Mtwara Urban	23	Mtwara	Masasi	74
Nachingwea	34		Mtwara Rural	43
Namtumbo	35		Mtwara Urban	23
Nawala	31		Nawala	31
Ruangwa	1		Tandahimba	34
Songea Rural	43	Mtwara Total		205
Songea Urban	19	Ruvuma	Mbinga	77
Tandahimba	34		Namtumbo	35
Tunduru	54		Songea Rural	43
Grand Total	589		Songea Urban	19
			Tunduru	54
		Ruvuma Total		228
		Grand Total		589

Fulfilling PMI Objectives at the Community Level

At the community level, the CSSC will mobilize the religious leaders (Christian, Muslim, Baha'i, Hindu) to work with people in the villages and sub-villages (vijiji and vitongoji) in preventing malaria through the use of ITNs, including the importance of retreatment, repair and maximizing the use of these by pregnant women and children under five years of age. At the same time, religious leaders will reach community leaders and members with the message that pregnant women must seek antenatal care early in pregnancy and the importance of taking two doses of IPTp (SP) during pregnancy.

Given the complexity of the approval issues, when the MoH and NMCP have authorized the use of particular pesticides for indoor residual spraying (IRS), the CSSC will, through religious leaders working in the communities, encourage its effective and safe use in combination with ITNs.

The CSSC through this program will educate and encourage community health workers in the case management of malaria through training of home-based management of fever, not excluding a very good referral system to link with facilities and medical practitioners.

The CSSC has been one of the sub-grantees to the PEPFAR AIDSRelief Program in Tanzania, together with its member, the

ELCT, and has experience in combining HIV/AIDS awareness programs with other health interventions. In the Southern Zone, malaria health strategies will be combined with community sensitization in HIV/AIDS education and awareness through religious leaders and community health workers.

The Ministry of Health and the National Malaria Control Program have developed outstanding IEC materials which will be used by the religious leaders, community health workers and community volunteers in spreading these messages to the greatest number of people. In the past several years, the CSSC has through a collaborative effort increased the role and the scope of the Diocesan Health Secretaries who will be of the greatest assistance in training and supervising the religious leaders throughout the operational area. The CSSC has in place a system of Zonal Coordinators to promote health in all five zones of Tanzania; in the Southern Zone, the newly trained and appointed Zonal Health Coordinator will collaborate with the Diocesan Health Secretaries to provide the best possible training and outreach to religious leaders in order that these important messages are spread throughout the communities.

Key PMI Activities undertaken by the religious leaders within the communities are:

1. Support ITN campaigns and use by pregnant women and children under 5 years;
2. Support bed net retreatment campaigns;
3. Create, test, promote and utilize Information, Education and Communication materials for indoor residual spraying (IRS) once an approved pesticide has been authorized by the MoH and NMCP;
4. Support community efforts to effectively respond to malaria through malaria community case management;
5. Utilize IEC materials in promotion of ACTs in the community;
6. Combine effective malaria health education together with existing HIV/AIDS work in the community.

Fulfilling PMI Objectives at the Facility Level

At the facility level, the table shows the breadth of health institutions in the four districts. A total of 100 institutions will be chosen to participate in the program, 20 in the first year and an additional 20 each year throughout the five years. The health providers in these facilities will be trained using the ACCESS-trained faith-based Trainers of Trainers (TOTs) as well as the training materials which were developed, tested and used in ACCESS training throughout Tanzania. All faith-based facilities included in the training will be equipped with basic essential equipment to provide care to a pregnant woman which

will lead to improved services overall and thus increase the percentage of facility use by pregnant women.

The Technical Assistance provider to the Christian Social Services Commission (IMA World Health) has been a leader in procurement of medical supplies and services in the developing world and will provide its expertise in providing low-cost and no-cost donations to strengthen program facilities.

Key PMI Activities undertaken by the CSSC health facilities and catchment areas will be :

1. Increase percentage of pregnant women who take at least two doses of (SP) and encourage early and consistent use of integrated antenatal services and reduce the burden of malaria in pregnancy;
2. Expand malaria diagnosis and recognition of danger signs and treatment both for pregnant women and children under five with ACTs;
3. Support ITN campaigns through facility and community -based awareness and education including retreatment of bed nets;
4. Support and conduct support supervision to make sure that the providers continue to build their skills in implementing the evidence-based interventions.
5. Outreach, support and supervision to the catchment area communities to take appropriate action in a timely manner to prevent malaria in their communities.

Baseline Survey

As the project begins to operate post-October 1, 2007, a rapid assessment baseline survey in the four operational districts - Songea Rural, Mbinga, Masasi and Lindi Rural will be conducted. This will be used to track progress of the project and determine achievements at the close of the project

Baseline Evaluation Design

Objectives

The overall aim of the baseline is to describe the current availability, use and quality of IPT provision, ITN use and antenatal care services and identify service gaps at the health facility and skills and knowledge of Community Health Workers. Specifically, the baseline will:

1. Quantify:
 - Availability, use and quality of antenatal care services, thereby identifying barriers to and gaps in the provision of FANC
 - Uptake of the intermittent preventive treatment of malaria in pregnancy (IPT)

- Usage of the insecticide treated mosquito nets (ITN) during pregnancy
2. Assess the skills and ability of facility- based staff to provide FANC services.
 3. Assess the availability of appropriate drugs, supplies, equipment and facilities.
 4. Assess client satisfaction with services.
 5. Knowledge and skills of Community Health Workers.

Design and Methodology

The baseline will be a rapid descriptive, cross-sectional study focusing on service provision in the 100 intervention facilities and with a sampling of Community Health Workers serving the select facility catchment areas. Baseline data collection will be conducted in Year 1. The first follow-up round of data collection will be carried out in Year 3 of the project. The study population will comprise of 1) all health facilities; 2) 4 per hospital and 2 per lower level facility maternity staff; 3) sampling of ANC clients and; 4) sampling of Community Health Workers. Contextual information will be collected at district level. The study will use both quantitative and qualitative data collection methods as shown below:

1. Baseline and end line survey in the target area.
2. Training of trainers, front-line providers, and supervisors to update their knowledge in FANC including MIP interventions.
3. Follow up support supervision for providers 6 weeks after they have been trained.
4. Training of community health workers in FANC/MIP and community mobilization.
5. Awareness raising and sensitization of InterFaith religious leaders.
6. Organizing a Safe Motherhood Sunday in the target Community.
7. Identifying an building partnerships with other donors providing ITNs, SP and other malaria prevention interventions.

Survey Tool	Description	Sampling Frame	Data Source	Key Measurement
A. District Level				
1. District Health Team interview	Coded interview	All sampling	District health team	# of Community Health Workers and staff trained in MIP, description of current programs and
B. Facility Level				
2. Facility management and inventory	Coded interview and observation	No sampling	Staff present, observation	Availability of services, space, ANC staff, ANC staff trained in MIP in the last six months.
3. Interview with midwife / maternity staff	Coded interview	Midwives/Nurses Present at the facility on day of visit	Midwives /maternity staff	KAP; staff trained in MIP; service organization, availability of SP, other supplies and equipment for ANC
4. Antenatal client wk interview	Coded interview	Antenatal clients on day of visit	Clients	Quality of ANC service received; IPT uptake, timeliness and observed; Counseling on FP and ITN
5. Antenatal register review	Coded review of records	Antenatal client records in the facility	Antenatal records	Utilization rates in past 12 months; ANC, IPT, ITN
6. Facility Inspection	Qualitative observations	No sampling	Surveyors	Facility Infrastructure condition, environment and other contextual issues
C. Community Level				
7. Traditional birth attendant interview	Coded interview	Community health workers in the facility catchment area	Community Health Workers	KAP, MIP skills, linkages, IPT barriers and facilitating factors
8. Focus group	Interview guide	Young mothers, married	Religious leaders	Cultural and perceptual barriers

Technical Assistance

IMA World Health, the Technical Assistance provider for this project, has many years experience in national disease-control programs including those in malaria, HIV/AIDS, onchocerciasis, lymphatic filariasis, Burkitt's Lymphoma and others, in Tanzania, the Democratic Republic of Congo, Haiti and a number of other countries. Technical assistance as required in FANC, health system management, community mobilization and other areas will be provided.

In addition, during the past couple of years, IMA World Health, in partnership with the CSSC, the ACCESS Program, Capacity Project, funded by USAID and others, embarked upon an ambitious program of mapping the religious health assets of Tanzania. CSSC has completed more than 60% of the network and hope to complete the entire mapping and some analysis in the near future. This mapping expertise will continue to inform the MCP program implementation in the operational areas of Ruvuma, Mtwara and Lindi. GIS and ArcView training have already been initiated through the CSSC to other development organizations in Tanzania and partnerships for sharing data and expertise are being strengthened between public, others and FBOs.

Performance Monitoring & Evaluation

Monitoring and Evaluation of Malaria during pregnancy at Health Facility Level (Antenatal care clinics and delivery units)

Core Indicators for monitoring malaria during pregnancy control strategy:

	Numerator/ denominator	Data source	Frequency	Responsible for collection
Indicators				
% ANC clinic staff trained in MIP in the last six months (including IPT and	Number of ANC health providers trained in malaria during pregnancy	Supervisory visits	Quarterly	FBO Supervisor

counseling on ITNs for pregnant women)	in the last six months (including IPT and counseling on ITNs for pregnant women) / number of ANC health providers			
% of pregnant women who received vouchers/ITNs or purchased ITNs during ANC	Number of pregnant women who receive vouchers/ITNs or purchase ITNs during ANC / number of 1 st . ANC visits	ANC clinic records	Continuous Monthly reporting	FBO Supervisor
# of Community Health Workers trained in MIP	Number of CHWs trained in MIP in last 6 months/Number of CHWs	Facility Records	Continuous Monthly Reporting	FBO Supervisor
% of Religious Leaders sensitized for advocacy and support for pregnant women	Number of Religious Leaders sensitized for MIP advocacy and support/Total number of religious Leaders in the target community	Diocesan Records	Continuous Monthly reporting	FBO Supervisor
Number of days with SP stock-outs in the last month (in ANC)	Number of days with SP stock-out in the last month (in ANC)	Pharmacy records Supervisory visits	Continuous Monthly reporting	FBO Supervisor
% of pregnant women who receive IPT	Number of Pregnant women who receive IPT// number of 1st ANC visits	ANC clinic records	Continuous Monthly reporting Yearly analysis	FBO Supervisor
% of pregnant women who receive 1st course of IPT under direct observation	Number of pregnant women who receive the 1st course of IPT under direct observation / number of 1st ANC	ANC clinic records	Continuous Monthly reporting Yearly analysis	FBO Supervisor

<p>% of pregnant women who receive 2nd course of IPT under direct observation</p>	<p>visits</p> <p>Number of pregnant women who receive the 2nd course of IPT under direct observation / number of 1st ANC visits</p>	<p>ANC clinic records</p>	<p>Continuous Monthly Reporting Yearly Analysis</p>	<p>FBO Supervisor</p>
<p>% of pregnant women who report sleeping under an ITN the previous night at 2nd ANC visit</p>	<p>Number of pregnant women who report sleeping under an ITN the previous night at 2nd ANC visit / number of women asked at 2nd ANC visit</p>	<p>ANC clinic records</p>	<p>Continuous Monthly Reporting Yearly analysis</p>	<p>FBO Supervisor</p>

Proposed Management Structure

The project will be managed by a Project Director headquartered at the offices of the Christian Social Services Commission in Dar es Salaam with administrative support from the CSSC. At the field level, four District Project Coordinators will be located at the district level in Songea Rural, Mbinga, Masasi and Lindi Rural. These Project Coordinators will manage offices located at four of the major CSSC hospitals in the operational areas: one at Peramiho Hospital in Songea Rural, one at Litembo Hospital in Mbinga, one at Ndanda Hospital in Masasi and one at Nyangao Hospital in Lindi Rural. Overall management oversight will be provided by the Director of the CSSC in Dar es Salaam and additional management oversight by the Zonal Coordinator in the CSSC Southern Zone.

The Project Organogram is attached as Annex C.

Although procurement of the commodities for this program (ITNs, IPT, ACTs, etc.) will be the responsibility of national structures such as MSD and various other programs, there will be a requirement to purchase a limited amount of equipment such as one 4WD vehicle for the national office. Project Coordinators will rely upon the CSSC Zonal Coordination structure to move from point-to-point. Office rental costs at the national HQ and District levels will be borne entirely by the CSSC members.

Description of the Responsibilities of All Principal Organizations

The CSSC is the principal organization involved in this proposed project. Through its network of health facilities and programs, and linkages with Church administrative structures, programs and congregations, the CSSC brings the vast majority of Catholic and Protestant church health service delivery together in one management structure in the CSSC headquarters in Dar es Salaam. The CSSC will be responsible for the overall management of the project and reporting to the Ministry of Health and to the US government.

Each of the member health facilities of CSSC - 59 in total in the four operational districts - will have an important role to play as partners in this collaboration. The four main hospitals in the districts - Peramiho, Litembo, Ndanda & Nyangao - will be sub-partners who will sign subagreements with the CSSC concerning the local district management of the project and include responsibility for providing office space and transport for the District Project Coordinators.

The management of the sub-partners will be done through the Zonal Coordination office and to the HQ of the CSSC in Dar es Salaam. Subagreements will be negotiated with partner health facilities and these managed through the Zonal Office on behalf of the CSSC HQ.

Main Technical Staff of the Proposed Project

Dr. Adeline Kimambo

Dr. Kimambo is the Director of the CSSC and former Chief Medical Officer of the Tanzanian Ministry of Health in Dar es Salaam. She has vast experience in project development, supervision and management from decades of service in the MoH and brings this great experience and wisdom to her new role as the Director of the CSSC. Within the MCP Project, she will have management oversight over the Project Director who will also have an office at the CSSC HQ in Dar es Salaam.

Project Director (designate) - Marsha Macatta-Yambi

Ms. Macatta-Yambi is a pharmacist with more than a decade's working experience. Since 2000 she has held the position of Pharmaceutical Support Unit Coordinator at the CSSC and has been the national coordinator for the Revolving Drug Fund. She graduated with honors from the University of Dar es Salaam in 1996 with a degree in Pharmacy and worked with highly reputable pharmaceutical firms before beginning her involvement with the CSSC. In the past four years she has been closely attached to

the AIDSRelief Program of PEPFAR, through IMA World Health's partnership in the faith-based consortium, and participated in the rehabilitation of the Supply Chain Management system in Hargeisa, Somaliland. Ms. Macatta-Yambi is a well-respected, experienced health service delivery manager and has also worked closely as a supervisor with the ACCESS Program of Focused Antenatal Care.

Songea Rural District Project Coordinator (designate) - Abel Mapunda

Mr. Mapunda is presently the Coordinator of the Community-Based Health Care programmes of Peramiho Hospital. He coordinates health activities in 20 villages of Ruvuma Division in the Peramiho catchment area with a total population of more than 60,000 people. Mr. Mapunda was trained as a Clinical Officer and from 1986 to date has worked as both the Community Based Health Care Programme coordinator and the PHC coordinator at Peramiho. His vast experience, especially in the field of malaria control and treatment (including distribution of tens of thousands of ITNs), makes him a natural to take up the challenging post of Project Coordinator for Songea Rural District.

Mbinga District Project Coordinator (designate) - Dorcas Mfaume

Ms. Mfaume is a Health & Population specialist sociologist with a Diploma in Clinical Medicine and many years of experience in internal medicine, community medicine, child health, obstetric surgery and gynecology including maternal health and family planning. After years of work with the Dar es Salaam City Council, she practiced medicine privately and then worked for UNICEF. At present she is a medical researcher with the National Institute for Medical Research (NIMR) in Dar es Salaam.

Masasi District Project Coordinator (designate) - Benedict Missani

Mr. Missani holds a B.A. from Canada's University of Victoria and has been working with the International Organization for Migration (IOM) and a number of Early Childhood Care and Development programs in Mwanza and Morogoro Region. After some years with the government, Mr. Missani's working odyssey took him through a number of international development organizations including Save the Children, World Vision and SIDA, along the way picking up a host of project management skills and experience.

Lindi Rural District Project Coordinator (designate) - Dr. Andreas M. Nshala

Dr. Nshala works as a resident doctor at Bugando Medical Centre in Mwanza. He has good experience in obstetrics and spent time as a field supervisor for Family Care International in Tabora Region, leading a group of research assistants in assessing and

evaluating the quality of skilled care provided to pregnant women.

All designated Technical Staff listed above, with the exception of the Director of CSSC, have their detailed CVs included within Annex D.

Communication Plan

As per guidelines, all staff appointments will be approved with the USAID mission and PMI team with additional input from the NMCP. Monthly, quarterly and annual reports, both narrative and financial, will be copied to the USAID Mission/PMI Team and the NMCP. Regular meetings on at least a monthly basis will be conducted with these important partners.

Volunteers for Prosperity

The cultural environment of CSSC as a Faith-Based Health Network has historically embraced the spirit of volunteerism at all levels of the health system - from community to the national level. Through its MCP project CSSC will continue that tradition by seeking highly-skilled volunteers to provide technical assistance for selected project components. This will include seeking volunteers through the CSSC own member network and through the Volunteers for Prosperity (VFP).

Christian Connections for International Health (CCIH) is a current partner of Volunteers for Prosperity (VFP). CCIH itself includes a network of 100 members and affiliate organizations (see Annex G). Several of the CCIH member organizations are also active partners with VFP, e.g., A Call to Serve International; Catholic Medical Mission Board; Medical Teams International; and World Hope International. CSSC is also an active member organization of CCIH. Given the shared faith-based connections and existing institutional links between CSSC and CCIH, the MCP project will solicit skilled Volunteers for Prosperity through CCIH.

Once the MCP project is awarded, the project staff will prepare a detailed implementation plan (DIP) for the project. The DIP will identify project components for which skilled volunteers are needed. This will include such activities as capacity building of CSSC e.g., in grants management and accounting systems, and also in certain technical areas, e.g., malaria in pregnancy and community-based health care. Based on those identified needs, MCP will develop the terms of reference for the volunteers and send a request for volunteers to CCIH and through its member network.

CCIH will, in turn, search through its database of possible volunteers and/or announce to its members an opportunity for a volunteer to work with the MCP project in Tanzania. CCIH will send the CVs of candidate volunteers to the MCP project staff for their review and final selection. Funding to support the travel/support costs of the volunteers will come either from the volunteer, from the sending/recruiting organization, from CCIH through VFP funding support, or from the MCP budget. The project budget includes a very limited amount of funding to support the travel costs of two volunteers per year.

ATTACHMENT C
BRANDING STRATEGY AND MARKING
PLAN

A. BRANDING STRATEGY

1. Positioning

The name of this malaria communities program is *The Tanzania Malaria Communities Program (TMCP)*.

The TMCP is intended to address malaria in pregnancy in four districts and 100 health facilities (and their catchment areas) in Ruvuma, Lindi and Mtwara Districts of the Southern Zone of the United Republic of Tanzania.

This Christian Social Services Commission (CSSC) malaria in pregnancy program has four overriding objectives which will strengthen malaria prevention and control in the Southern Zone of Tanzania. These objectives are:

- A. Increase the capacity of CSSC members to undertake community-based malaria prevention and treatment activities
- B. Developing CSSC capacity to support a collaboration of private not for profit (PNFP), public facilities and community networks for PMI
- C. Building local ownership of malaria control with community partnerships
- D. Increasing uptake of IPT1, IPT2 and ITNs and treatment of malaria

USAID identity will be included in all official literature and promotion of the project, i.e. *The TMCP sponsored by USAID*. Wherever possible the project will denote "made possible by the generous support of the American people" in lieu of 'funded by USAID'.

Almost all branding will be done in English, the official communication language in Tanzania. The project will use both the official (English) version of the USAID logo (stickers) and Kiswahili translations (promotion, literature, project description) as appropriate.

2. Program Communications and Publicity

The primary audiences of this project are the recipients or beneficiaries of focused antenatal care in four districts (target population of 1.3 million persons) as well as facility-based and outreach health care workers, community health workers and religious leaders within the Southern Zone.

Communication modalities to market the program will include but not be limited to:

- Brochures
- Calendars
- Television and Radio Spots
- Newsletters and periodicals
- Banners and posters

Principle messages will be focused on the importance of adopting malaria prevention measures (pre and post natal care, family planning, etc) in health care activities and settings funded by USAID. Such measures are those health care measures adopted and promoted by the National Health Program (MoH & SW).

These messages will be actively promoted by the TMCP and acknowledge the support and sponsorship of the American People and USAID.

3. Acknowledgements

TMCP is a malaria control program which will adopt and implement the Tanzanian national malaria control policy in collaboration with USAID. Consequently the Tanzanian government through the Ministry of Health is a key partner. (TMCP will not promote or implement health care policies in juxtaposition to national care policy or the policy of USAID.) As such, the Ministry of Health will not only be acknowledged in key activities (publications, protocols, training) but will be actively involved in the planning and implementation of such activities.

The Project logo and the logo of CSSC will also be displayed together in the promotional material.

B. MARKING PLAN

CSSC will place the official USAID logo on all commodities, promotion, and literature found in **Table 1**.

In addition the USAID logo will be displayed on all printed material purchased with USAID funds and distributed to project recipients (calendars, treatment protocols, clinic charts, vaccination records, flip charts etc)

Table 2 provides a listing of program deliverables where marking will not be feasible and the rationale for this non-marking.

The TMCP will insure that the USAID logo and appropriate disclaimer are downloaded onto the front page of all studies and evaluations published by the program.

Table 1: Marking of Program Deliverables (commodities)

Program Deliverable	Type of Marking	What materials will be used to mark?	Where will the marking be located?	When will marking occur?
Laptop Computers	USAID logo	Small Sticker	On Equipment	Upon delivery
LCD Projector	USAID logo	Small Sticker	On Equipment	Upon delivery
Overhead Projector	USAID logo	Small Sticker	On Equipment	Upon delivery
Printer	USAID logo	Small Sticker	On Equipment	Upon delivery
Vehicles	USAID logo	Large Stickers	Two sides of vehicle	Upon delivery

Table 1 (continued): Marking of Program Deliverables (promotion and literature)

Program Deliverable	Type of Marking	What materials will be used to mark?	Where will the marking be located?	When will marking occur?
Health Zone Office	USAID logo and Project Description	Free standing or imprinted (on building) sign denoting project, implementers and funding agency	Placed next to Central Health Zone Office	At time of assistance
Workshops and Training Programs	USAID logo	Posters and Banners	Placed at the event	Before the event commences
Documents	USAID Logo	Calendars, Protocols, Charts, Training Material	Placed on front of document	At publishing
Baseline & Final Evaluation (documentation of lessons learned)	USAID logo and acknowledgements	Document	Placed on the front cover of the evaluations	Before printing and distribution of the evaluations
T-shirts and caps	USAID logo	Imprinted	Dependent upon design	At time of design

Table 2: Non-Marking of Program Deliverables

Program Deliverable	Presumptive Exception	Rationale for not marking the program deliverable
Pharmaceuticals (IPT, ACT, SP)	5	Items are very

		small, and if stickers were put on them they would be subjected to considerable daily wear and tear and would need to be frequently replaced.
ITNs (mosquito nets)	5	Stickers will be limited to plastic packaging and not nets due to impaired functionality
Office supplies (Dar es Salaam and District Offices)	10	Not practical - office supplies are generally small, temporary, and rapidly consumed.
Office Furniture	2	Not practical - daily wear would cause sticker quality to deteriorate and require frequent replacement

Budget

Total Amount Requested in the Branding Strategy and Marking Plan = \$4965.00**

Table 3: Breakdown of Costs

Item	Required	Cost Per Unit	Total Cost
Stickers*			
Small Stickers (3 x 2.5 in)	1000	\$0.45	\$450 + shipping
Medium Stickers (4.5 x 3.75 in)	100	\$1.20	\$120 + shipping
Large Stickers (6.5 x 2.375 in) (shipping stickers DHL estim)	50	\$1.45	\$73 + shipping
			\$993*
			TOTAL: \$4965.00**

*year one

** total needs (five years) would be \$993 x 5 = \$4965.00

* All sticker prices taken from (Allied Decals) (link found on www.usaid.gov/branding).

ATTACHMENT D
Standard Provisions

II. REQUIRED STANDARD PROVISIONS FOR NON U.S. NONGOVERNMENTAL RECIPIENTS

1. ALLOWABLE COSTS (OCTOBER 1998)

- a. The recipient shall be reimbursed for costs incurred in carrying out the purposes of this award which are determined by the Agreement Officer to be reasonable, allocable, and allowable in accordance with the terms of this award and the applicable²⁸ cost principles in effect on the date of this award. The recipient may obtain a copy from the Agreement Officer. Brief definitions of what may be considered as reasonable, allocable, and allowable costs are provided below, however, it is the recipient's responsibility to ensure that costs incurred are in accordance with the applicable set of Cost Principles.
- (1) Reasonable. Shall mean those costs which are generally recognized as ordinary and necessary and would be incurred by a prudent person in the conduct of normal business.
- (2) Allocable Costs. Shall mean those costs which are incurred specifically for the award.
- (3) Allowable Costs. Shall mean those costs which conform to any limitations in the award.
- b. Prior to incurring a questionable or unique cost, the recipient shall obtain the Agreement Officer's written determination on whether the cost will be allowable.
- c. It is USAID policy that no funds shall be paid as profit or fee to a recipient under this agreement or any subrecipient. This restriction does not apply to contractual relationships under this agreement.

[END OF PROVISION]

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

- a. The recipient shall maintain financial records, supporting documents, statistical records and all other records pertinent to the award in accordance with generally accepted accounting principles formally prescribed by the U.S., the cooperating country, or the International Accounting Standards Committee (an affiliate of the International Federation of Accountants) to sufficiently substantiate charges to this award. Accounting records that are supported by documentation will as a minimum be adequate to show all costs incurred under the award, receipt, and use of goods and services acquired under the award, the costs of the program supplied from other sources, and the overall progress of the program. Unless otherwise notified, the recipient records and subrecipient records which pertain to this award shall be retained for a period of three years from the date of submission of the final expenditure report and may be audited by USAID and/or its representatives.
- b. Foreign for-profit and non-profit organizations that expend \$300,000 or more per their fiscal year in "USAID awards", i.e. as recipients or subrecipients of USAID grants or cooperative

agreements, or as cost reimbursable subcontractors of USAID grants or cooperative agreements, shall have an annual audit conducted in accordance with the "Guidelines for Financial Audits Contracted by Foreign Recipients" issued by the USAID Inspector General.

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

[END OF PROVISION]

3. PAYMENT ADVANCES AND REFUNDS (OCTOBER 1998)

- a. Recipients shall maintain advances of USAID funds in interest bearing accounts, unless:
 - (1) the recipient receives less than \$120,000 in U.S. Government awards per year;

(2) the best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on U.S. Government cash balances; or

(3) the depository would require an average or minimum balance so high that it would not be practical to maintain the advance in an interest bearing account.

b. Interest earned on advances will be remitted to USAID. However, the recipient may retain up to \$250 of interest earnings per account per year, for administrative expenses.

c. At the time the award expires or is terminated, the following types of funds shall immediately revert to USAID:

(1) USAID has obligated funds to the award, but has not disbursed them to the recipient, or

(2) USAID has advanced funds to the recipient, but the recipient has not expended them.

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

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

[END OF PROVISION]

4. REVISION OF AWARD BUDGET (OCTOBER 1998)

a. The approved award budget is the financial expression of the recipient's program as approved during the award process.

b. The recipient is required to report deviations from budget and program plans, and request prior approvals from the Agreement Officer for any of the following reasons:

(1) To change the scope or the objectives of the project and/or revise the funding allocated among project objectives.

(2) To change a key person where specified in the award, or allow a 25% reduction in time devoted to the project.

(3) Additional funding is needed.

(4) Where indirect costs have been authorized, the recipient plans to transfer funds budgeted for indirect costs to absorb increases in direct costs or vice versa.

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

[END OF PROVISION]

5. *TERMINATION AND SUSPENSION (OCTOBER 1998)*

- a. The Agreement Officer may terminate this award at any time, in whole or in part, upon written notice to the recipient, whenever it is determined that the recipient has materially failed to comply with the terms and conditions of the award.
- b. This award may be terminated at any time, in whole or in part, by the Agreement Officer with the consent of the recipient. Both parties shall agree upon termination conditions, including the effective date and, in the case of partial terminations, the portion of the award to be terminated. The agreement to terminate shall be set forth in a letter from the Agreement Officer to the recipient.
- c. This award may be terminated at any time in whole or in part by the recipient upon sending written notification to the Agreement Officer with the following information: the reasons for the termination, the effective date, and, in the case of a partial termination, the portion to be terminated. However, if USAID determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, USAID may terminate the award in its entirety in accordance with paragraphs (a) or (b) above.
- d. If at any time USAID determines that continuation of all or part of the funding for a program should be suspended or terminated because such assistance would not be in the national interest of the United States or would be in violation of an applicable law, then USAID may, following notice to the recipient, suspend or terminate this award in whole or part and prohibit the recipient from incurring additional obligations chargeable to this award other than those costs specified in the notice of suspension during the period of suspension. If the situation causing the suspension continues for 60 days or more, then USAID may

terminate this award on written notice to the recipient and cancel that portion of this award which has not been disbursed or irrevocably committed to third parties.

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

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

This provision must be included in all subagreements.

[END OF PROVISION]

6. *DISPUTES (OCTOBER 1998)*

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

[END OF PROVISION]

7. *INELIGIBLE COUNTRIES (MAY 1986)*

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

[END OF PROVISION]

**8. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
(JANUARY 2004)**

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

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

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

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

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

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

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

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

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

[END OF PROVISION]

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

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

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

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

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

[END OF PROVISION]

10. NONLIABILITY (NOVEMBER 1985)

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

[END OF PROVISION]

11. AMENDMENT (OCTOBER 1998)

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

[END OF PROVISION]

12. NOTICES (OCTOBER 1998)

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

To the USAID Agreement Officer and Cognizant Technical Officer, at the addresses specified in the award. To recipient, at recipient's address shown in the award or to such other address designated within the award.

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

[END OF PROVISION]

13. METRIC SYSTEM OF MEASUREMENT (AUGUST 1992)

Wherever measurements are required or authorized, they shall be made, computed, and recorded in metric system units of measurement, unless otherwise authorized by the Agreement Officer in writing when it has found that such usage is impractical or is likely to cause U.S. firms to experience

significant inefficiencies or the loss of markets. Where the metric system is not the predominant standard for a particular application, measurements may be expressed in both the metric and the traditional equivalent units, provided the metric units are listed first.

[END OF PROVISION]

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

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

[END OF PROVISION]

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

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

[END OF PROVISION]

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

(a) Definitions

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

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

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

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

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

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

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

USAID Identity (Identity) means the official marking for the United States Agency for International Development (USAID), comprised of the USAID logo or seal and new brandmark, with the tagline that clearly communicates that our assistance is "from the American people." The USAID Identity is available on the USAID website at www.usaid.gov/branding 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 is provision.

(d) Waivers.

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

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

rationale for any use of recipient's own identity/logo or that of a third party on materials that will be subject to the waiver.

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

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

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

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

[END OF PROVISION]

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

Requirements for Voluntary Sterilization Programs

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

Prohibition on Abortion-Related Activities:

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

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

[END OF PROVISION]

[END OF MANDATORY PROVISIONS]

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

1. *PAYMENT - REIMBURSEMENT (MAY 1986)*

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

[END OF PROVISION]

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

a. PRIOR BUDGET APPROVAL

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

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

- (3) the costs related to the travel are incorporated in the approved budget of the award.

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

b. NOTIFICATION

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

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

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

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

- (i) Send a written notice to the USAID Cognizant Technical Officer in the Mission. If the recipient's primary point of contact is a Technical Officer in USAID/W, the recipient may send the notice to that person. It will be the responsibility of the USAID/W Cognizant Technical Officer to forward the notice to the field.
- (ii) The notice should be sent as far in advance as possible, but at least 14 calendar days in advance of the proposed travel. This notice may be sent by fax or e-mail. The recipient should retain proof that notification was made.
- (iii) The notification shall contain the following information: the award number, the cognizant Technical Officer, the traveler's name (if known), date of arrival, and the purpose of the trip.
- (iv) The USAID Mission will respond only if travel has been denied. It will be the responsibility of the Cognizant Technical Officer in the Mission to contact the recipient within 5 working days of having received the notice if the travel is denied. If the recipient has not received a response within

the time frame, the recipient will be considered to have met these standards for notification, and may travel.

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

c. SECURITY ISSUES

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

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

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

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

e. THE FLY AMERICA ACT

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

f. COST PRINCIPLES

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

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

g. SUBAWARDS

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

[END OF PROVISION]

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

- a. At least 50% of the gross tonnage of all goods purchased under this award and transported to the cooperating countries shall be made on privately owned U.S. flag commercial ocean vessels, to the extent such vessels are available at fair and reasonable rates.
- b. At least 50% of the gross freight revenue generated by shipments of goods purchased under this award and transported to the cooperating countries on dry cargo liners shall be paid to or for the benefit of privately owned U.S. flag commercial ocean vessels to the extent such vessels are available at fair and reasonable rates for such vessels.
- c. When U.S. flag vessels are not available, or their use would result in a significant delay, the recipient may request a determination of non-availability from the USAID, Transportation and Commodities Division, Office of Procurement, 1300 Pennsylvania Avenue, N.W., Washington, D.C. 20523, giving the basis for the request which will relieve the recipient of the requirement to use U.S. flag vessels for the amount of tonnage included in the determination. Shipments made on non-free world ocean vessels are not reimbursable under this award.

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

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

and

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

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

[END OF PROVISION]

5. *PROCUREMENT OF GOODS AND SERVICES (OCTOBER 1998)*

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

a. General Requirements:

(1) The recipient shall maintain a written code or standards of conduct that shall govern the performance of its employees engaged in the awarding and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such conflict would arise when the employee, officer or agent, or any member of the employee's immediate family, the employee's partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subagreements. However, recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

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

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

- (i) Recipients avoid purchasing unnecessary items,
- (ii) Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement, and
- (iii) Solicitations for goods and services provide for all of the following:
 - (A) A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive

procurements, such a description shall not contain features which unduly restrict competition.

(B) Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.

(C) A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.

(D) The specific features of "brand name or equal" descriptions that bidders are required to meet when such items are included in the solicitation.

(E) The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.

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

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

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

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

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

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

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

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

(vi) Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources. Contracts shall not be made with firms or individuals whose name appears on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs." USAID will provide the grantee with copy of this list upon request.

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

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

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

(viii) The recipient shall document some form of price or cost analysis in its procurement files in connection with every procurement action. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, and market prices, together with discounts.

Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability, and allowability.

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

(A) Basis for contractor selection;

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

(C) Basis for award cost or price.

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

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

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

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

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

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

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

[END OF PROVISION]

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

a. Ineligible and Restricted Goods and Services: USAID's policies on ineligible and restricted goods and services are contained in ADS Chapter 312. (See ADS 312)

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

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

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

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

- (i) Agricultural commodities,
- (ii) Motor vehicles,

- (iii) Pharmaceuticals,
- (iv) Pesticides,
- (v) Used equipment,
- (vi) U.S. Government-owned excess property, or
- (vii) Fertilizer.

Prior approval will be deemed to have been met when:

- (i) The item is of U.S. source/origin;
 - (ii) The item has been identified and incorporated in the program description or schedule of the award (initial or revisions), or amendments to the award; and
 - (iii) The costs related to the item are incorporated in the approved budget of the award. Where the item has not been incorporated into the award as described above, a separate written authorization from the Agreement Officer must be provided before the item is procured.
- b. **Source, Origin, and Nationality:** The eligibility rules for goods and services based on source, origin, and nationality are divided into two categories. One applies when the total procurement element during the life of the award is over \$250,000 and the other applies when the total procurement element during the life of the award is not over \$250,000, or the award is funded under the Development Fund for Africa (DFA) regardless of the amount. The total procurement element includes procurement of all goods (e.g. equipment, materials, supplies) and services. Guidance on the eligibility of specific goods or services may be obtained from the Agreement Officer. USAID policies and definitions on source, origin and nationality are contained in 22 CFR 228, Rules on Source, Origin and Nationality for Commodities and Services Financed by the Agency for International Development, which is incorporated into this Award in its entirety. A copy will be provided upon request.
- (1) For DFA funded awards or when the total procurement element during the life of the award is valued at \$250,000 or less, the following rules apply:

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

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

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

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

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

- c. Printed or Audio-Visual Teaching Materials: If the effective use of printed or audio-visual teaching materials depends upon their being in the local language and if such materials are intended for technical assistance projects or activities financed by USAID in whole or in part and if other funds including U.S.-owned or U.S.-controlled local currencies are not readily available to finance the procurement of such materials, local language versions may be procured from the following sources in order of preference:
 - (1) The United States (USAID Geographic Code 000),
 - (2) The Cooperating Country,
 - (3) "Selected Free World" countries (USAID Geographic Code 941),
 - (4) "Special Free World" countries (USAID Geographic Code 899).
- d. If USAID determines that the recipient has procured any of these specific restricted goods under this award without the prior written authorization of the Agreement Officer, and has received payment for such purposes, the Agreement Officer may require the recipient to refund the entire amount of the purchase.
- e. This provision will be included in all subagreements which include procurement of goods or services which total over \$5,000.

[END OF PROVISION]

7. SUBAGREEMENTS (OCTOBER 1998)

- a. Subawards shall be made only with responsible recipients who possess the potential ability to perform successfully under the terms and conditions of a proposed agreement. Consideration shall be given to such matters as integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources. Awards shall not be made to firms or individuals whose name appears on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs." USAID will provide the grantee with a copy of this list upon request.

- b. All subagreements shall at a minimum contain provisions to define a sound and complete agreement in addition to those that are specifically required by any other provisions in this award. Whenever a provision within this award is required to be inserted in a subagreement, the recipient shall insert a statement in the subagreement that in all instances where USAID is mentioned, the recipient's name will be substituted. If subagreements are being made to U.S. organizations, a suggested subaward format incorporating 22 CFR 226 and Standard Provisions will be provided.

[END OF PROVISION]

8. *LOCAL PROCUREMENT (OCTOBER 1998)*

- a. Financing local procurement involves the use of appropriated funds to finance the procurement of goods and services supplied by local businesses, dealers, or producers, with payment normally being in the currency of the cooperating country. Regardless of which source, origin, and nationality rules in paragraph (b) of the Provision entitled "USAID Eligibility Rules for Goods and Services" apply, these rules may be followed for local procurement. Rules on Ineligible and Restricted goods continue to apply.
- b. Locally financed procurements must be covered by source and nationality waivers as set forth in 22 CFR 228, Subpart F, except as provided for in the Standard Provision "USAID Eligibility Rules for Goods and Services," or when one of the following exceptions applies:
 - (1) Locally available commodities of U.S. origin, which are otherwise eligible for financing, if the value of the transaction is estimated not to exceed \$100,000 exclusive of transportation costs.
 - (2) Commodities of geographic code 935 origin if the value of the transaction does not exceed the local currency equivalent of \$5,000.
 - (3) Professional services contracts estimated not to exceed \$250,000.
 - (4) Construction services contracts estimated not to exceed \$5,000,000.

(5) Commodities and services available only in the local economy (no specific per transaction value applies to this category). This category includes the following items:

- (i) Utilities including fuel for heating and cooking, waste disposal and trash collection;
- (ii) Communications - telephone, telex, fax, postal and courier services;
- (iii) Rental costs for housing and office space;
- (iv) Petroleum, oils and lubricants for operating vehicles and equipment;
- (v) Newspapers, periodicals and books published in the cooperating country;
- (vi) Other commodities and services and related expenses that, by their nature or as a practical matter, can only be acquired, performed, or incurred in the cooperating country, e.g., vehicle maintenance, hotel accommodations, etc.

- c. The coverage on ineligible and restricted goods and services in the standard provision entitled, "USAID Eligibility Rules for Goods and Services," also apply to local procurement.
- d. This provision will be included in all subagreements where local procurement of goods or services will be financed with USAID funds.

[END OF PROVISION]

9. **PATENT RIGHTS (JUNE 1993)**

a. Definitions:

- (1) Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code.
- (2) Subject invention means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this agreement.

- (3) Practical application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.
 - (4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.
 - (5) Small business firm means a small business concern which meets the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively.
 - (6) Nonprofit organization means a university or other institution of higher education or an organization which is not organized for profit as described in the laws of the country in which it was organized.
- b. Allocation of Principal Rights: The recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the recipient retains title, the Federal Government shall have a non-exclusive, non-transferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the U.S. the subject invention throughout the world.
- c. Invention Disclosure, Election of Title, and Filing of Patent Applications by Recipient:
- (1) The recipient shall disclose each subject invention to USAID within two months after the inventor discloses it in writing to recipient personnel responsible for patent matters. The disclosure to USAID shall be in the form of a written report and shall identify the agreement under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological, or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to USAID the recipient shall promptly notify USAID of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the recipient.
 - (2) The recipient shall elect in writing whether or not to retain title to any such invention by notifying USAID within two years of disclosure to USAID.

However, in any case where publication, on sale, or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period of election of title may be shortened by USAID to a date that is no more than 60 days prior to the end of the statutory period.

- (3) The recipient shall file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The recipient shall file patent applications in additional countries within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
- (4) Requests for extension of the time for disclosure to USAID, election, and filing may, at the discretion of USAID, be granted.

d. **Conditions When the Government May Obtain Title:** The recipient shall convey to USAID, upon written request, title to any subject invention:

- (1) If the recipient fails to disclose or elect the subject invention within the times specified in (c) above, or elects not to retain title, USAID may only request title within sixty days after learning of the recipient's failure to report or elect within the specified times.
- (2) In those countries in which the recipient fails to file patent applications within the times specified in (c) above; provided, however, that if the recipient has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of USAID the recipient shall continue to retain title in that country.
- (3) In any country in which the recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on a patent on a subject invention.

e. **Minimum Rights to Recipient:**

- (1) The recipient shall retain a nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title except if the recipient fails to disclose the subject invention within the times specified in (c) above. The recipient's license extends to its subsidiaries and affiliates, if any, within the corporate structure of which the recipient is a party and includes the right to grant sublicenses of the same scope to the extent the recipient was legally obligated to do so at

the time the agreement was awarded. The license is transferable only with the approval of USAID except when transferred to the successor of that party of the recipient's business to which the invention pertains.

- (2) The recipient's license may be revoked or modified by USAID to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions in the 37 CFR Part 4 and agency licensing regulations (if any). This license shall not be revoked in that field of use or the geographical areas in which the recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of USAID to the extent the recipient, its licensees, or its subsidiaries or affiliates have failed to achieve practical application.
- (3) Before revocation or modification of the license, USAID will furnish the recipient written notice of its intention to revoke or modify the license, and the recipient shall be allowed thirty days (or such other time as may be authorized by USAID for good cause shown by the recipient) after the notice to show cause why the license should not be revoked or modified. The recipient has the right to appeal, in accordance with applicable regulations in 37 CFR Part 404 and Agency regulations, if any, concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.

f. Recipient Action to Protect the Government's Interest:

- (1) The recipient agrees to execute or to have executed and promptly deliver to USAID all instruments necessary to (i) establish or conform the rights the Government has throughout the world in those subject inventions to which the recipient elects to retain title, and (ii) convey title to USAID when requested under paragraph (d) above, and to enable the Government to obtain patent protection throughout the world in that subject invention.
- (2) The recipient agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the grantee each subject invention made under agreement in order that the recipient can comply with the disclosure provisions of paragraph (c) above, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1) above. The recipient shall instruct such employees through employee agreements or other suitable educational programs on the

importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

- (3) The recipient shall notify USAID of any decision not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.
 - (4) The recipient agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: "This invention was made with Government support under (identify the agreement awarded by USAID). The Government has certain rights in this invention."
- g. **Subagreements and Contracts:** The recipient shall include this standard provision suitably modified to identify the parties, in all subagreements and contracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or nonprofit organization. The subrecipient or contractor shall retain all rights provided for the recipient in this standard provision, and the recipient shall not, as part of the consideration for awarding the contract or subagreement, obtain rights in the contractor's or subrecipient's subject inventions.
- h. **Reporting Utilization of Subject Inventions:** The recipient agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the grantee or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the grantee, and such other data and information as USAID may reasonably specify. The recipient also agrees to provide additional reports as may be requested by USAID in connection with any march-in proceedings undertaken by USAID in accordance with paragraph (j) of this provision. As required by 35 USC 202(c)(5), USAID agrees that, to the extent permitted by law, it shall not disclose such information to persons outside the Government.
- i. **Preference for United States Industry:** Notwithstanding any other provision of this clause, the recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention shall be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by USAID upon a showing by the recipient or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances manufacture in the United States is not commercially feasible.

- j. **March-in Rights:** The recipient agrees that with respect to any subject invention in which it has acquired title, USAID has the right, in accordance with the procedures in 37 CFR 401.6 and any supplemental Agency regulations, to require the recipient, an assignee, or exclusive licensee of a subject invention to grant a non-exclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the recipient, assignee, or exclusive licensee refuses such a request, USAID has the right to grant such a license itself if USAID determines that:
- (1) Such action is necessary because the recipient or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;
 - (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the recipient, assignee, or their licensees;
 - (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the recipient, assignee, or licensees; or
 - (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a license of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.
- k. **Special Provisions for Awards with Nonprofit Organizations:** If the recipient is a nonprofit organization, it agrees that:
- (1) Rights to a subject invention may not be assigned without the approval of USAID, except where such assignment is made to an organization which has as one of its primary functions the management of inventions; provided that such assignee shall be subject to the same provisions as the recipient.
 - (2) The recipient shall share royalties collected on a subject invention with the inventor, including Federal Employee coinventors, when USAID deems it appropriate when the subject invention is assigned in accordance with 35 USC 202(e) and 37 CFR 401.10;

- (3) The balance of any royalties or income earned by the recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, shall be utilized for the support of scientific research or education.
 - (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms, and it will give preference to a small business firm when licensing a subject invention if the recipient determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the recipient is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the grantee. However, the recipient agrees that the Secretary of Commerce may review the recipient's licensing program and decisions regarding small business applicants, and the recipient shall negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the recipient could take reasonable steps to more effectively implement the requirements of this subparagraph (k)(4).
- I. Communications: Communications concerning this provision shall be addressed to the Agreement Officer at the address shown in this agreement.

[END OF PROVISION]

10. 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]

11. NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS (MAY 1986)

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

[END OF PROVISION]

12. REGULATIONS GOVERNING EMPLOYEES (JUNE 1993)

- a. The recipient's employees shall maintain private status and may not rely on local U.S. Government offices or facilities for support while under this recipient.
- b. The sale of personal property or automobiles by recipient employees and their dependents in the foreign country to which they are assigned shall be subject to the same limitations and prohibitions which apply to direct-hire USAID personnel employed by the Mission including the rules contained in 22 CFR Part 136, except as this may conflict with host government regulations.
- c. Other than work to be performed under this award for which an employee is assigned by the recipient, no employee of the recipient shall engage directly or indirectly, either in the individual's own name or in the name or through an agency of another person, in any business, profession, or occupation in the foreign countries to which the individual is assigned, nor shall the individual make loans or investments to or in any business, profession, or occupation in the foreign countries to which the individual is assigned.
- d. The recipient's employees, while in a foreign country, are expected to show respect for its convention, customs, and institutions, to abide by its applicable laws and regulations, and not to interfere in its internal political affairs.
- e. In the event the conduct of any recipient employee is not in accordance with the preceding paragraphs, the recipient's chief of party shall consult with the USAID Mission Director and the employee involved, and shall recommend to the recipient a course of action with regard to such employee.

- f. The parties recognize the rights of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this award of any third country national when, in the discretion of the Ambassador, the interests of the United States so require.
- g. If it is determined, under either (e) or (f) above, that the services of such employee shall be terminated, the recipient shall use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.

[END OF PROVISION]

13. PARTICIPANT TRAINING (OCTOBER 1998)

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

[END OF PROVISION]

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

- a. Except as modified by the Schedule of this award, title to all equipment, materials, and supplies, the cost of which is reimbursable to the recipient by USAID or by the cooperating country, shall at all times be in the name of the cooperating country or such public or private agency as the cooperating

Government may designate, unless title to specified types or classes of equipment is reserved to USAID under provisions set forth in the Schedule of this award, but all such property shall be under the custody and control of recipient until the owner of title directs otherwise or completion of work under this award or its termination, at which time custody and control shall be turned over to the owner of title or disposed of in accordance with its instructions. All performance guarantees and warranties obtained from suppliers shall be taken in the name of the title owner.

- b. The recipient shall prepare and establish a program, for the receipt, use, maintenance, protection, custody, and care of equipment, materials, and supplies for which it has custodial responsibility, including the establishment of reasonable controls to enforce such program. The recipient shall be guided by the requirements of 22 CFR Part 226.30 through 226.36.
- c. Within 90 days after completion of this award, or at such other date as may be fixed by the Agreement Officer, the recipient shall submit an inventory schedule covering all items of equipment, materials, and supplies under the recipient's custody, title to which is in the cooperating country or public or private agency designated by the cooperating country, which have not been consumed in the performance of this award. The recipient shall also indicate what disposition has been made of such property.

[END OF PROVISION]

[END OF PROVISION]

22. PUBLIC NOTICES (JUNE 1993)

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

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

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

[END OF PROVISION]

25. 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]

27. REPORTING OF FOREIGN TAXES (MARCH 2006)

- a. The recipient must annually submit a report by April 16 of the next year.
- b. Contents of Report. The report must contain:
- (i) Contractor/recipient name.
 - (ii) Contact name with phone, fax and email.
 - (iii) Agreement number(s).
 - (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
 - (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).

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

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

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

c. Definitions. For purposes of this clause:

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

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

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

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

d. Where. Submit the reports to: [insert address and point of contact at the Embassy, Mission or FM/CMP as appropriate. see b. below] [optional with a copy to]

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

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

[END OF PROVISION]

28. FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JANUARY 2002)

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

[END OF PROVISION]

29. 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]

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

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

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

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

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

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

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

- (A) sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (B) the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- (C) The recipient shall insert this provision in all sub-agreements under this award.
- (D) This provision includes express terms and conditions of the agreement and any violation of it shall be grounds for unilateral termination, in whole or in part, of the agreement by USAID prior to the end of its term.

[END OF PROVISION]

**33. 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]

34. USAID DISABILITY POLICY - ASSISTANCE (DECEMBER 2004)

a. The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website: http://pdf.dec.org/pdf_docs/PDABQ631.pdf.

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

[END OF PROVISION]

ATTACHMENT E: ENVIRONMENTAL COMPLIANCE DETERMINATION

**INITIAL ENVIRONMENTAL EXAMINATION
SUMMARY AND SIGNATURE PAGE**

PROGRAM/ACTIVITY DATA:

Program/Activity Number: (TBD)

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

Program Title: Malaria Communities Program (MCP)

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

IEE Amendment (Y/N): N

Current Date: March 19, 2007

ENVIRONMENTAL ACTION RECOMMENDED:

Categorical Exclusion: X Negative Determination: X

Positive Determination: _____ Deferral: _____

ADDITIONAL ELEMENTS: (Place X where applicable)

CONDITIONS X

SUMMARY OF FINDINGS:

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

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

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

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

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

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

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

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

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

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

APPROVAL OF ENVIRONMENTAL ACTION RECOMMENDED:

CLEARANCE:

Global Health Bureau Environmental Officer: signed 3/23/07 _____

Approved: _____ x _____
 Disapproved: _____

FILE N°: GH PMI MCP IEE March 2007.doc

ADDITIONAL CLEARANCE FROM AFR REGIONAL BUREAU:

Africa Bureau Environmental Officer signed 3/22/07

INITIAL ENVIRONMENTAL EXAMINATION

PROGRAM/ACTIVITY DATA:

Program/Activity Number:

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

Program Title: Malaria Communities Program (MCP)

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

IEE Amendment (Y/N): N

Current Date: March 19, 2007

1.0 BACKGROUND AND ACTIVITY/PROGRAM DESCRIPTION

1.1 Purpose and Scope of IEE

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

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

1.2 Background

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

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

1.3 Description of Activities

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

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

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

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

2.0 COUNTRY AND ENVIRONMENTAL INFORMATION

The activities funded under the MCP will occur only in the 15 President's Malaria Initiative focus countries, as these community-based activities will directly complement the more commodity-focused PMI activities of bednet procurement and indoor residual spraying. The PMI activities

themselves are covered under their own IIEs, Programmatic Environmental Assessments (PEA), country-level Supplemental Environmental Assessments (SEA), and Pesticide Reevaluation Report and Safer Use Action Plans (PERSUAP) and are not covered in this IEE. The countries selected for PMI activities were those with the highest malaria mortality, and are shown below in Table 1.

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

Angola	Benin	Ethiopia
Ghana	Kenya	Liberia
Madagascar	Malawi	Mali
Mozambique	Rwanda	Senegal
Tanzania	Uganda	Zambia

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

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

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

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

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

Malaria Consortium, titled, “Insecticide Treated Net Projects: A Handbook for Managers.”

The CTO must also work with the PMI country health teams and their implementing partners to assure, to the extent possible, that the medical facilities and operations involved have adequate procedures and capacities in place to properly handle, label, treat, store, transport and properly dispose of blood, sharps and other medical waste associated with malaria diagnosis and treatment. The ability of the health teams to assure such procedures and capacity is understood to be limited by its level of control over the management of the facilities and operations that USAID PMI and MCP are supporting.

The USAID Bureau for Africa’s Environmental Guidelines for Small Scale Activities in Africa (EGSSAA) Chapter 8, “Healthcare Waste: Generation, Handling, Treatment and Disposal” (found at this URL: <http://encapafrika.org/SmallScaleGuidelines.htm>) contains guidance which should inform the Team’s activities to promote proper handling and disposal of medical waste, particularly in the section titled, “Minimum elements of a complete waste management program.” The program is also encouraged to make use of the attached “Minimal Program Checklist and Action Plan” for handling healthcare waste, which was adapted from the above EGSSAA chapter and which should be further adapted for use in USAID/[country] programs. Another useful reference is “WHO’s Safe Management of Wastes from Healthcare Activities” found at http://www.who.int/water_sanitation_health/medicalwaste/wastemanag/en/

Table 2. Summary of Environmental Determinations and Conditions

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

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

4. MONITORING AND COMPLIANCE ASSURANCE

Monitoring and compliance measures

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

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

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

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