



USAID

FROM THE AMERICAN PEOPLE

SEP 27 2007

Mr. Pascal Karorero
Country Programme Advisor
for Cote d'Ivoire
United Nations Development Programme
Regional Bureau for Africa
One United Nations Plaza
New York, NY 10017

Subject: Agreement No. DFD-G-00-07-00203-00

Dear Mr. Karorero:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development (hereinafter referred to as "USAID" or "Grantor") hereby grants to the United Nations Development Programme (hereinafter referred to as "UNDP," "Grantee," or "Recipient") the sum set forth in Section 1.3 of this Agreement to provide support for the Security System Program and Internally Displaced People program in the Ivory Coast, as described in Attachment 2 of this Agreement entitled "Program Description."

This Agreement is effective as of the date of this letter and shall apply to commitments made by the Recipient in furtherance of program objectives for the period described in Section 1.2 of this Agreement. USAID shall not be liable for reimbursing the Recipient for any costs in excess of the obligated amount.

This Agreement is awarded to the Recipient on condition that the funds will be administered in accordance with the terms and conditions as set forth in the attachments listed under my signature below, which together constitute the entire award document, and to which your organization has agreed.

Please sign the original and each copy of this letter to acknowledge your receipt of this award, and return the original and all but one copy to Ms. Cerrita Johnson, U.S. Agency for International Development, Office of U.S. Foreign Disaster Assistance, 1300 Pennsylvania Avenue, N.W., Washington, DC 20523-8602.

Sincerely,

Joseph W. Lentini
Agreement Officer
Office of Acquisition and Assistance
M/OAA/DCHA/DOFDA

Attachments:

1. Schedule
2. Program Description
3. Standard Provisions

ACKNOWLEDGED: UNITED NATIONS DEVELOPMENT PROGRAMME

By:

Name:

Gilbert Houngbo

Title:

Assistant Administrator and Regional Director for Africa

Date:

ACCOUNTING AND APPROPRIATION DATA

A. GENERAL

A.1.	Total Estimated USAID Amount	:	\$350,000
A.2.	Total Obligated USAID Amount	:	\$350,000
A.3.	Cognizant USAID Technical Officer (CTO)	:	See Section 1.6
A.4.	DUNS Number	:	488990144
A.5.	LOC No.	:	NA

B. SPECIFIC

B.1.(a)	NMS Number	:	7760
B.1.(b)	Organization ID	:	12504
B.1.(c)	Control Number	:	D20071680
B.1.(d)	Fund Account	:	FD-X7
B.1.(e)	Program Element	:	A088 & A089
B.1.(f)	Operating Unit	:	DCHA/OFDA
B.1.(g)	Program Area	:	A22
B.1.(h)	Distribution	:	681-W
B.1.(i)	BGA	:	681
B.1.(j)	SOC	:	4100202
B.1.(k)	Amount	:	\$200,000 & \$150,000

ATTACHMENT 1 - SCHEDULE

1.1 PURPOSE OF AGREEMENT

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

1.2 PERIOD OF AGREEMENT

(a) The effective date of this Agreement is the date of the cover letter, and the estimated completion date is six (6) months thereafter.

(b) Subject to the terms and conditions of this Agreement, funds obligated under this Agreement may be used to reimburse allowable costs incurred by the Recipient during the period beginning on the date of the cover letter and ending on the estimated completion date.

(c) The requirement for the Agreement Officer's prior approval of extensions to the estimated completion date (*i.e.*, through formal modification of this Agreement) is hereby waived, subject to the following:

(1) Written notice, with the supporting reasons and the revised completion date, is provided by the Recipient to the Cognizant USAID Technical Officer (CTO) identified in Section 1.6 below at least 10 working days prior to the estimated completion date specified above.

(2) The Recipient may not exercise this option for the sole purpose of using unobligated balances. For the purpose of this provision, "unobligated balance" means the portion of the funds authorized by USAID (see Section 1.3[b] below) that has not been obligated by the Recipient and is determined by deducting the cumulative obligations of the Recipient from the cumulative funds authorized by USAID. "Obligations" of the Recipient means the amounts of orders placed, [sub]contracts and subagreements awarded, services received and similar transactions during a given period that require payment by the Recipient during the same or a future period.

(3) The extension does not require additional federal funds.

(4) The extension does not involve any changes in the approved objectives or the scope of the project (*i.e.*, the extension is for the purpose of completing the work described in Attachment 2 [Program Description] of this Agreement, and not for the purpose of undertaking additional activities).

(5) The estimated completion date may be extended one time for up to twelve months, subject to the following:

(a) For extensions of the estimated completion date of this Agreement for less than three months, the Recipient must receive written acknowledgment of such extension from the CTO.

(b) For extensions of the estimated completion date of this Agreement for more than three months but less than twelve months, the Recipient must receive written approval for such extension from the CTO, who may also approve extensions for shorter periods than requested.

(d) All other extensions must be approved by the Agreement Officer. If extended by a formal Modification to this Agreement, paragraph (c) will apply to such formally-extended estimated completion date.

(e) In order to preclude payment problems, the Recipient shall attach a copy of the CTO's acknowledgment or approval under paragraph (C)(5) above to all financial reports (see Section 1.5[a] below) which include costs incurred after the estimated completion date set forth in paragraph (a) above (as may be formally amended from time-to-time) but within the period of such unfunded extension.

1.3 AMOUNT OF AGREEMENT AND PAYMENT

(a) The total estimated amount of this Agreement for its full period, as set forth in Section 1.2(b) above, is \$350,000.

(b) The amount of \$350,000 is obligated for the purposes of this Agreement. USAID is not required to reimburse the Recipient for any costs in excess of this amount, nor is the Recipient required to continue performance or incur costs in excess of this amount (including actions/costs under the Standard provision set forth in Attachment 3 of this Agreement entitled "Termination Procedures"). If, pursuant to paragraph b(3) of the Standard Provision set forth in Attachment 3 of this Agreement entitled "Revision of Grant Budget," the Recipient requests additional USAID funding and USAID determines not to provide such additional funding, the Agreement Officer will, upon written request of the Recipient, terminate this Agreement pursuant to the Standard Provision entitled "Termination Procedures."

(c) Payment shall be made to the Recipient via Cost-Reimbursement payments by Electronic Funds Transfer (EFT) in accordance with procedures set forth in Section 1.5(a) below and the Standard Provision set forth in Attachment 3 of this Agreement entitled "Payment (Cost-Reimbursement)."

1.4 AGREEMENT BUDGET

The following is the Agreement Budget. Revisions to the budget shall be in accordance with the Standard Provision set forth in Attachment 3 of this Agreement entitled "Revision of Grant Budget."

THE BUDGET

<u>Sectors/Objectives</u>	<u>Amount</u>
1. Security & Protection	\$ 200,000
2. Humanitarian Coordination	150,000
3. Total Direct Costs	<u>\$ 350,000</u>
4. Total Estimated Costs	<u>\$ 350,000</u>

1.5 REPORTING AND EVALUATION

(a) Financial Reporting

(1) Financial reporting requirements shall be in accordance with the Standard Provision set forth in Attachment 3 of this Agreement entitled "Payment (Cost-Reimbursement)." Either paper copies or electronic copies (scanned PDF document) may be submitted, but not both.

(2) Financial reports shall be submitted to the payment office indicated in Section 1.6 below. In addition, two copies shall be submitted to the CTO (one copy marked for DCHA/OFDA/PS, Natalie Shaw). In lieu of the SF-

1034 prescribed in the Standard Provision set forth in Attachment 3 of this Agreement entitled "Payment (Cost-Reimbursement)," the Recipient shall use the SF-270, "Request for Advance or Reimbursement," to request reimbursement (the form shall be marked to indicate that it is a request for reimbursement). In accordance with the aforementioned Standard Provision, requests for reimbursement may be submitted monthly, but in no event shall they be submitted later than 30 days after the end of each calendar quarter.

(3) This form and its instructions are available on the internet at: http://www.whitehouse.gov/OMB/grants/grants_forms.html

(4) If the Recipient is unable to obtain this form via the internet, the form will be made available by the CTO.

(5) USAID will make payments via electronic funds transfer. However, USAID's system provides for electronic funds transfers to U.S. banks only. The Recipient must, therefore, provide the name and banking information for a U.S. bank that will receive funds on the Recipient's behalf.

(b) Monitoring and Reporting Program Performance

(1) General Requirements

The Recipient shall comply with the Standard Provisions set forth in Attachment 3 of this Agreement entitled "Audit and Records (UN Grants)" and "Publications and Media Releases." All reports shall be in English.

(2) Reserved.

(3) Performance Monitoring Reports

(A) Program Updates

On a regular basis, the Recipient shall provide to the CTO (and to the OFDA overseas field representative, if there is one) brief, timely, informal updates that provide information such as progress toward accomplishing each objective and achieving expected results, constraints, changes in the situation, and any aspects of the program that show demonstrable progress or achievement, expected or otherwise ("success stories"). Electronic submission is preferred over hard-copy.

(B) Annual and/or Final Report

(i) In accordance with the Standard Provision set forth in Attachment 3 of this Agreement entitled "Audit and Records (UN Grants)," the Recipient shall submit an original and one copy of an annual (if this Agreement is for more than one year) and a final report to the CTO (and to the OFDA overseas field representative, if there is one). The due-date for annual reports is not later than 90 days after the completion of each year of this Agreement, unless the reporting period ends within 90 days from the estimated completion date of this Agreement and this Agreement is not being extended, in which case, the Recipient shall submit a final report. The final report is due not later than 90 days after the estimated completion date of this Agreement. Electronic submission is preferred over hard-copy. This report shall comply with the Recipient's standard reporting procedures and formats prepared for all donors.

(4) Notifications

The Recipient shall submit two (2) copies to the CTO and one (1) copy to the Agreement Officer of notifications (in writing), as follows:

(A) Developments which have a significant impact on the activities supported by this Agreement; and

(B) Problems, delays, or adverse conditions which materially impair the ability to meet the objectives of this Agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the problem.

1.6 POST-AWARD AGREEMENT ADMINISTRATION

(a) Cognizant USAID Technical Officer (CTO)

The CTO for this Agreement will be designated in a separate memorandum from the Agreement Officer to the CTO, a copy of which will be provided to the Recipient and the payment office specified below. Pending such memorandum, the CTO for this Agreement is:

Mr. Chris Pratt
DCHA/OFDA
U.S. Agency for International Development
1300 Pennsylvania Avenue, N.W.
Room 8.06
Washington, DC 20523-2052

(b) Agreement Officer

The USAID Agreement Officer is:

Mr. Joseph Lentini
M/OAA/DCHA/DOFDA
U.S. Agency for International Development
1300 Pennsylvania Avenue, N.W.
Room 7.10-05
Washington, DC 20523-7100

(c) Payment Office

The USAID payment office for this Agreement is:

M/CFO/CMPD/DCB
U.S. Agency for International Development
1300 Pennsylvania Avenue, N.W.
Room 7.07
Washington, DC 20523-7700
E-Mail: ET@usaid.gov

1.7 RESOLUTION OF CONFLICTS

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

Attachment 1 - Schedule
Attachment 3 - Standard Provisions
Attachment 2 - Program Description

1.8 SPECIAL PROVISIONS

(a) Code of Conduct for the Protection of Beneficiaries of Assistance from Sexual Exploitation and Abuse in Humanitarian Relief Operations

As a condition for this award, it is understood by USAID and affirmed by the Recipient that the Recipient has adopted a code of conduct for the protection of beneficiaries of assistance from sexual exploitation and abuse in humanitarian relief operations. Such code of conduct must be consistent with the UN Interagency Standing Committee on Protection from Sexual Exploitation and Abuse in Humanitarian Crises, which includes the following core principles:

- (1) Sexual exploitation and abuse by humanitarian workers constitute acts of gross misconduct and are therefore grounds for termination of employment;
- (2) Sexual activity with children (persons under the age of 18) is prohibited regardless of the age of majority or age of consent locally; mistaken belief in the age of a child is not a defense;
- (3) Exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading, or exploitative behavior is prohibited; this includes exchange of assistance that is due to beneficiaries.
- (4) Sexual relationships between humanitarian workers and beneficiaries are strongly discouraged since they are based on inherently unequal power dynamics. Such relationships undermine the credibility and integrity of humanitarian aid work.
- (5) Where a humanitarian worker develops concerns or suspicions regarding sexual abuse or exploitation by a fellow worker, whether in the same humanitarian aid agency or not, s/he must report such concerns via established agency reporting mechanisms.
- (6) Humanitarian workers are obliged to create and maintain an environment which prevents sexual exploitation and abuse and promotes the implementation of their code of conduct. Managers at all levels have particular responsibilities to support and develop systems which maintain this environment.

(b) U.S. Export Restrictions

Unless otherwise approved in advance by the Agreement Officer, funds provided hereunder may not be expended by the Recipient in violation of the U.S. Government's Export Administration Regulations (EAR) found in 15 CFR 730, et seq.1

1.9 ADMINISTRATIVE FEE

In lieu of indirect costs, USAID's contribution under this Agreement includes an administrative fee which shall not exceed \$22,898. The administrative fee shall not be used to augment an appropriation of U.S. funds for general expenses (e.g., "voluntary contributions" under Section 301[a] of the Foreign Assistance Act of 1961, as amended); shall not include costs recovered under other components of this Agreement; must be program-specific; and shall not be applied for expenses outside the immediate management of this Agreement.

¹ Further information about export restrictions may be found on the internet at: <http://www.gpo.gov/bis/index.html> and http://www.gpo.gov/bis/ear/ear_data.html.

ATTACHMENT 2 - PROGRAM DESCRIPTION

The Recipient's proposal or appeal entitled "Cote d'Ivoire: Security and Protection Program and Strengthening Humanitarian Coordination in the Zou Region," and dated August 15, 2007, is attached hereto as the Program Description (Attachment 2) and is made a part of this Agreement.

In accordance with paragraph b(1) of the Standard Provision set forth in Attachment 3 of this Agreement entitled "Revision of Grant Budget," the Recipient shall request prior approval from the Agreement Officer for changes to the scope and objectives of the program or the addition of new activities.

United Nations  Nations Unies

HEADQUARTERS • SIEGE NEW YORK, NY 10017
TEL.: 1 (212) 963.1234 • FAX: 1 (212) 963.4879

15 August 2007

Dear Mr. Pratt,

As you already know, following various joint missions conducted in the western parts of Cote d'Ivoire since December 2006, the Zou region has been identified as one of the areas where the return of Internally Displaced People (IDPs) to their communities of origin has started and will significantly increase in the coming months.

In order to facilitate the return of IDPs, OCHA intends to reinforce its coordinating and supporting role by establishing a temporary humanitarian outpost in the Zou region. OCHA's presence aims to achieve the following objectives:

- Strengthen coordination and harmonize humanitarian response for IDPs return (timely humanitarian situation reports and regular updating of relevant matrix and data bases for the Zou region),
- Closely monitor IDPs return, support provided and identify gaps in response to IDPs needs,
- Advocate for access and the protection of civilians (returnees and newcomers) with local civil and military authorities,
- Conduct regular interagency multi-sectorial assessments in the villages of the Zou region,
- Coordinate 'Go and See' visits with IDPs and in consultation with return communities, support local capacities in the return areas.

In view of the two-fold nature of the attached proposal, we deemed it necessary to provide additional information regarding the interaction between its two components.

Mr. Chris Pratt
Regional Coordinator for South, West and North Africa
USAID
Washington

The first part of the proposal is dedicated to the necessary reinforcement of OCHA's presence in the Zou region in order to support the activities of humanitarian partners that are providing assistance for the return and reintegration of IDPs in this area. This will be accomplished by setting up a temporary humanitarian outpost in the Zou, where a staff member will be initially deployed for a four-month period. This outpost will also serve as a base for partners that need logistical support in order to conduct short-termed missions in this region. This initiative will require human and financial resources which were not included in OCHA's 2007 cost plan. The funds required to implement this component of the proposal will be channeled through OCHA's HQ, in line with the organization's rules and procedures.

The second component of the proposal aims, in collaboration with UNHCR, to provide operational partners with adequate means to accompany the return movement by organizing 'go and see' visits together with IDPs to their communities of origin. These visits are instrumental in ensuring a safe and durable return of displaced populations but they were recently stopped due to lack of financial resources. The continuation of 'go and see' visits requires a lump sum budget to cover logistical aspects such as truck rental for transporting IDPs and providing them and the communities with some food and non-food items for the duration of the visit. Further details are provided in the attached proposal. OCHA suggests the creation of a dedicated fund to be managed by the Humanitarian Coordinator and administered locally through UNDP in order to ensure timely access to funds by UNHCR and other operational partners.

We will be happy to provide you with any additional information you may need regarding our proposal. We thank you in advance for your attention and are looking forward to hearing from you.

Yours sincerely,



David Kaatrud
Director

Coordination and Response Division
Office for the Coordination of Humanitarian Affairs



Application Form

Requesting Agency:	UNDP
Country:	COTE D'IVOIRE (IVORY COAST)
Project Title:	Réseau d'Echange et de Communication d'Informations Sécuritaires (RECIS).
Sector:	Security and protection
Targeted Beneficiaries:	<p>International NGOs who have signed an official agreement with the government of Ivory Coast for program implementing in the country. So far a number of 16 INGOs were targeted, but currently with MSF-B and MSF-H ending their program, we resume to a total number of 14 INGOs, and a total number of 113 international staffs.</p> <p>International NGOs listed as followed: Save The Children Suède ; Save The Children UK ; IRC (International Rescue committee) ; Handicap International ; Action Contre la Faim (ACF); Alisei ; Solidarités ; Care International ; Search for Common Ground ; Cap Anamur ; Médecins sans Frontières - France ; MSF-Belgique ; MSF-Hollande ; Merlin ; Danish Refugee Council ; Médecins du Monde.</p>
Implementing Partners	ONU CI, UN agencies, Impartial Forces, UNPOL
Geographic Area of Implementation	Abidjan where most the INGOs HQ are located, including main regional's towns where their offices are located and activities conducted. In fact the entire country is so far concerned by this project.
Purpose	This funding requested is necessary to ensure the sustainability of the program already funded initially by ECHO, followed by CERF, and which will be submitted to other donors for additional funding in Cote d'Ivoire 2008.
Duration of Component	6 months
Total Project Budget:	

Background

During 2005, the need for accessing security information through UN system was expressed in main occasions by INGO representatives operating in Cote d'Ivoire. A number of initiatives such as inviting the INGO's to contribute to the CSA were then taken as an answer to INGO's concerns. After consultations with UN Country Security Adviser (CSA), a draft of security project in favor of INGOs was presented by OCHA for funding in October 2005, launched in the October's 2005 CAP .

In the meantime the Chief Security Adviser (CSA) was requested by the Humanitarian Coordinator to regularly contribute to the HIAHCC meetings, but to examine the possibilities of INGOs Representatives to be accorded membership status to attend the meetings as well.

During November 2005 and June 2006, OCHA assessed INGOs security matters, shared the results of these assessments with NGO's Representatives.

The present project is resulting from this assessment, with the aim of responding to INGO's needs in term of security, result shared among the Humanitarian Coordinator, the CSA, INGO representative and donors.

A. Project justification

- Bring analytical inputs and advice that contribute to improve ability to articulate policy on security matters in a way relevant to the needs - and compatible with the modus operandi – of INGOs operating in Cote d'Ivoire;
- Identify security related issues/problems and develop pro-active and creative approaches to problem solving;
- Develop good working relations and interact effectively with colleagues within and outside OCHA.

B. Objective(s)

1. Reinforce collaboration with the UN security system in Ivory Coast.
2. Establish full integration with the UN communication system resulting to timely and efficient information exchange.
3. Establish systematic information collection, analysis and exchange of these information between UN sytem and INGO's

C. Proposed activities

- In accordance with DSS procedures and in collaboration with the UN Security Cell, provide advice to NGOs, at national and local level, on a diverse range of policy issues related to safeguarding the security of the work environment of humanitarian actors and ensuring the effective delivery of information and communication services,
- Monitor, analyze and report on the security information and communication needs of INGOs; review the strengths and weaknesses of the joint security coordination mechanisms of INGOs and identify ways to strengthen them; organize follow-up work - including technical review/coordination meetings - to support policy development and decision-making on relevant security issues, and ensure the implementation of related joint decisions/recommendations;
- Set up and manage the analytical process of collection, evaluation, processing and diffusion of security information utilizing a diversified range of information sources (including UNOCI security management system and INGOs); develop methodological guidelines for harmonizing information collection and processing; organize related training activities for partner organizations;
- Convene operational framework agreements with key partner organizations to the SICEN Project (including ONUCI/DSS security management system and INGOs) for the regular access to, exchange and diffusion of safety and security-related information.

- Monitor, analyze and report on national and local security developments in Cote d'Ivoire; participate in security assessment field missions; develop and maintain "watch lists" of hot spots/areas/events/environmental contexts/issues with potential for security and safety risks;
- Provide early warning analysis of security assessments with relevant scenarios and develop contingency policies/guidelines tailor-made to suit the particular needs of INGOs; facilitate the provision of "ad hoc" security assistance to partner organizations as and if deemed necessary.
- Prepare regular situation reports and information tools (e.g. maps) apprising security situation at national and regional level, in particular, in those regions where INGOs are most present; organize and prepare analytical reports on topical areas of specific interest to INGOs;
- As directed by the DSS CSA, establish and maintain active contacts with officials and security officers of UNGCI, Impartial Forces; French Peacekeeping Forces; UN agencies, bilateral agencies, INGOs and government agencies; as far as possible, participate in security meetings organized by UNOCI, UN agencies and INGOs;
- Organize, participate and chair briefing/coordination security meetings in Abidjan and at field level with partner organizations;

E. Implementation Plan

ATTACHMENT 3 - STANDARD PROVISIONS

(The following terms may be used interchangeably: [a] "Grant Officer" and "Agreement Officer;" [b] "Grantee," "Recipient," and "Awardee;" [c] "Grant," "Cooperative Agreement," "Agreement," and "Award;" [d] "Cognizant Technical Officer," "Project Officer," and "Activity Manager;" [e] "Subaward," "Subgrant," and "Subagreement;" and [f] "Subrecipient," "Subgrantee," and "Subawardee." All references to dollars [\$] mean U.S. dollars or the equivalent thereof in another currency.)

3.1 ALLOWABLE COSTS (DEC 2003)

a. The grantee will be reimbursed for costs incurred in carrying out the purposes of this grant, which are reasonable, allocable, and allowable.

(1) "Reasonable" means those costs that do not exceed those that would ordinarily be incurred by a prudent person in the conduct of normal business.

(2) "Allocable" means those costs that are necessary to this grant.

(3) "Allowable" means those costs that are reasonable and allocable, and that conform to any limitations set forth in this grant.

b. The grantee is encouraged to obtain the Agreement Officer's written determination as to whether the cost will be allowable before incurring a questionable or unique cost.

3.2 AMENDMENT (JUL 1988)

The grant may be amended upon mutual consent of the parties by formal modifications to the basic grant document or by means of an exchange of letters between the Agreement Officer and an appropriate official of the grantee.

3.3 NONLIABILITY (JUL 1988)

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

3.4 NOTICES (DEC 2003)

Any notice given by USAID or the grantee will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

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

To grantee, at the grantee's address shown in the grant or such other address designated within the grant.

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

3.5 REFUNDS (DEC 2003)

a. If the grantee earns interest on Federal advances before expending the funds for program purposes, the grantee must remit the interest annually to USAID. Interest amounts up to \$250 per year may be retained by the grantee for administrative expenses.

b. Funds obligated by USAID but not disbursed to the grantee before the grant expires or is terminated will revert to USAID, except for funds committed by the grantee to a legally binding transaction applicable to this grant. Any funds advanced to but not expended by the grantee before the time of expiration or termination of the grant must be refunded to USAID, except for funds committed by the grantee to a legally binding transaction applicable to this grant.

c. If, at any time during the life of the grant, or as a result of final audit, it is determined that USAID funds provided under this grant have been expended for purposes not in accordance with the terms of this grant, the grantee must refund such amount to USAID.

3.6 REVISION OF GRANT BUDGET (DEC 2003)

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

b. The grantee must immediately request approval from the Agreement Officer when there is reason to believe that within the next 30 calendar days a revision of the approved grant budget will be necessary for any of the following reasons:

(1) To change the scope or the objectives of the program or to add any new activity.

(2) To revise the funding allocated among program objectives by more than 10 percent of the total budget amount unless the schedule states otherwise.

(3) Additional funding is needed.

(4) The grantee expects the amount of USAID authorized funds to exceed its needs by more than \$5,000 or five percent of the USAID award, whichever is greater.

c. Except as required by other provisions of this grant specifically stated to be an exception from this provision, the government will not be obligated to reimburse the grantee for costs incurred in excess of the total amount obligated under the grant. The grantee will not be obligated to continue performance under the grant (including actions under the "Termination Procedures" provision) or otherwise to incur costs in excess of the amount obligated under the grant, unless and until the Agreement Officer notifies the grantee in writing that such obligated amount has been increased and specifies the new grant total amount.

3.7 TERMINATION PROCEDURES (DEC 2003)

This agreement may be terminated by either party, in whole or in part, at any time with 30 days written notice of termination. Upon receiving a termination notice from the Agreement Officer, the grantee must take immediate action to cease all expenditures financed by this grant and to cancel all unliquidated

obligations if possible. The grantee may not enter into any additional obligations under this grant after receiving the notice of termination, other than those reasonably necessary to effect the close-out of this grant. Except as provided below, no further reimbursement will be made after the effective date of termination. Within 30 days of the effective date of termination, the grantee must repay to the government all unexpended USAID funds that are not otherwise obligated by a legally binding transaction applicable to this grant. If the funds paid by the government to the grantee before the effective date of termination are not sufficient to cover the grantee's obligations under a legally binding transaction, the grantee may submit a written claim for such amount to the government within 90 days after the effective date of termination. The Agreement Officer will determine the amount(s) to be paid by the government to the grantee under such claim in accordance with the "Allowable Costs" provision of this grant.

3.8 PUBLICATIONS AND MEDIA RELEASES (JAN 2004)

(a) USAID shall be prominently acknowledged in all publications, videos, or other information/media products funded or partially funded through this award, and the product shall state that the views expressed by the author(s) do not necessarily reflect those of USAID. Acknowledgments should identify the sponsoring USAID Office and Bureau or Mission as well as the U.S. Agency for International Development substantially as follows:

"This [publication, video or other information/media product (specify)] was made possible through support provided by the Office of U.S. Foreign Disaster Assistance, Bureau for Democracy, Conflict and Humanitarian Assistance Services, U.S. Agency for International Development, under the terms of Award No. DFD-G-00-07-00203-00. The opinions expressed herein are those of the author(s) and do not necessarily reflect the views of the U.S. Agency for International Development."

(b) Unless the recipient is instructed otherwise by the Cognizant Technical Office, publications, videos, or other information/media products funded under this award and intended for general readership or other general use will be marked with the USAID logo and/or U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT appearing either at the top or at the bottom of the front cover or, if more suitable, on the first inside title page for printed products, and in equivalent appropriate location in videos or other information/media products. Logos and markings of co-sponsors or authorizing institutions should be similarly located and of similar size and appearance.

(c) 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 one copy, in electronic (preferred) or paper form of final documents to one of the following: (1) Via E-mail: docsubmit@dec.odie.org; (2) Via U.S. Postal Service: Development Experience Clearinghouse, 8403 Colesville Road, Suite 210, Silver Spring, MD 20910, USA; (3) Via Fax: (301) 588-7787; or (4) Online: <http://www.dec.org/index.cfm?fuseaction=docSubmit.home>.

(d) Electronic documents may be submitted on 3.5" diskettes or as e-mail attachments, and should consist of only one electronic file that comprises the complete and final equivalent of the paper copy; otherwise, a paper copy should be sent. Acceptable software formats for electronic documents include Microsoft Word, WordPerfect, Microsoft Excel and Portable Document Format (PDF). Each document submitted should include the following information: 1) descriptive title; 2) author(s) name; 3) award number; 4) sponsoring USAID office; 5) date of publication; 6) software name and version (if electronic document is sent).

(e) 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.

(f) 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.

3.9 AUDIT AND RECORDS (UN GRANTS) (JUL 1988)

a. The grantee agrees to furnish the U.S. Government with a final report on activities carried-out under this grant, including accounting for grant funds in sufficient detail to enable USAID to liquidate the grant. The report must be submitted to the U.S. Mission to the UN in New York for forwarding to the USAID program office.

b. It is understood that financial records, including documentation to support entries on accounting records and to substantiate charges against the grant, will be maintained in accordance with the grantee's usual accounting procedures, which must follow generally accepted accounting practices. All such financial records must be maintained for at least three years after the final disbursement of funds under this grant.

c. The grantee confirms that the grant account will be audited applying established procedures under appropriate provisions of the financial regulations and rules of the United Nations.

3.10 PAYMENT (COST-REIMBURSEMENT) (DEC 1988)

The grantee must submit to the paying office indicated in the grant an original and three copies of SF-1034, Public Voucher for Purchases and Services Other Than Personal and SF-1034A, Continuation of SF-1034, normally once a month, but in any event no less than quarterly. Each voucher must be identified by the grant number and must state the total costs for which reimbursement is being requested.²

3.11 TERRORIST FINANCING CLAUSE (UN GRANTS) (MAY 2003)

Consistent with numerous United Nations Security Council resolutions, including S/RES/1269 (1999), S/RES/1368 (2001), and S/RES/1373 (2001), both USAID and the Recipient are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of USAID to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. In accordance with this policy, the recipient undertakes to use reasonable efforts to ensure that none of the USAID funds provided under this grant agreement are used to provide support to individuals or entities associated with terrorism.

² See Section 1.5(a) of this Agreement for different forms to use.

3.12 REPORTING OF FOREIGN TAXES (SEP 2003)

(a) Final and Interim Reports. The Recipient must annually submit two reports:

- (1) An interim report by November 17; and
- (2) A final report by April 16 of the next year.

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

- (1) Recipient name.
- (2) Contact name with phone, fax and email.
- (3) Agreement number(s).
- (4) Amount of foreign taxes assessed by a foreign government (each foreign government must be listed separately) on commodity purchase transactions valued at US\$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year. NOTE: For fiscal year 2003 only, the reporting period is February 20, 2003 through September 30, 2003.

(5) 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).

(6) Any reimbursements received by the Recipient during the period in (iv) regardless of when the foreign tax was assessed, plus, for the interim report, any reimbursements on the taxes reported in (iv) received by the Recipient through October 31 and for the final report, any reimbursements on the taxes reported in (iv) received through March 31.

(7) The final report is an updated cumulative report of the interim report.

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

(9) 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:

- (1) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements, and interagency agreements.
- (2) "Commodity" means any material, article, supply, goods, or equipment.
- (3) "Foreign government" includes any foreign governmental entity.
- (4) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the reports to Ms. Cathy Collins (with a copy to the CTO), as follows:

By Mail: U.S. Agency for International Development
M/FM/CMP
Room 7.07-131 RRB
1300 Pennsylvania Avenue, N.W.
Washington, DC 20523

By E-Mail: collins@usaid.gov

By Fax: 202-216-3543

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

(f) Further Information. See <http://www.state.gov/s/d/rm/c10443.htm>.

3.13 INVESTMENT PROMOTION (DEC 2003)

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

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

c. The grantee must ensure that its employees and any sub-recipients or contractors providing investment promotion services under this grant are made aware of the restrictions set forth in this clause and must include this clause in all contracts and other sub-agreements.

3.14 WORKERS' RIGHTS (DEC 2003)

(a) Except as specifically set forth in the Grant or otherwise authorized by USAID in writing, no funds or other support provided hereunder may be used for any activity that involves workers' rights in a foreign country.

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

(c) The Grantee must ensure that all employees and subcontractors and sub-recipients providing employment-related services hereunder are made aware of the restrictions set forth in this clause and must include this clause in all subcontracts and other sub-agreements entered into hereunder.