

MODIFICATION OF ASSISTANCE

Page 1 of 9

1. MODIFICATION NUMBER 04	2. EFFECTIVE DATE OF MODIFICATION see Block 15	3. AWARD NUMBER: 674-G-00-09-00072-00	4. EFFECTIVE DATE OF AWARD: 09-30-2009
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5. GRANTEE: United Nations Development Program Attn: Ms Agi Veres, Deputy Resident Representative UN House, United Nations Road P.O. Box 301 Maseru 100, Lesotho DUNS NO.: 488990144 TIN NO.: _____ LOC NO.: HHS-17A8P	6. ADMINISTERED BY: Regional Acquisition and Assistance Office USAID/Southern Africa P.O.Box 43 Groenkloof, 0027 Pretoria, Republic of South Africa
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7. FISCAL DATA: Amount Obligated: \$0.00 Budget Fiscal Year: Operating Unit: Strategic Objective: Team/Division: Benefiting Geo Area: 935 Object Class: REFER TO PAGE 2	8. TECHNICAL OFFICE: RHAP 9. PAYMENT OFFICE: Office of Financial Management M/FM/CMP/GIB Ronald Reagan Building 1300 Pennsylvania Ave., N.W. Washington, DC 20523-7700
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10. FUNDING SUMMARY:	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black; width: 50%;"></td> <td style="border-bottom: 1px solid black; width: 25%; text-align: center;">Obligated Amount</td> <td style="border-bottom: 1px solid black; width: 25%; text-align: center;">Total Est. Amt.</td> </tr> </table>		Obligated Amount	Total Est. Amt.	
	Obligated Amount	Total Est. Amt.			
Amount Prior to this Modification:	\$ 1,499,999.00	\$ 1,499,999.00			
Change Made by this Modification:	\$ 0.00	\$ 0.00			
New/Current Total:	\$ 1,499,999.00	\$ 1,499,999.00			

11. DESCRIPTION OF MODIFICATION:

The purpose of this modification is to do the following:

1. Extend UNDPs' Voluntary Medical Doctors program completion date from September 29, 2012 to July 31, 2014 at no additional cost to the Government and;
2. Update Standard Provisions.

Accordingly the following changes are made to the Grant:

(CONTINUATION ON PAGE 2)

12. THIS MODIFICATION IS ENTERED INTO PURSUANT TO THE AUTHORITY OF The Foreign Assistance Act of 1961, AS AMENDED. EXCEPT AS SPECIFICALLY HEREIN AMENDED, ALL TERMS AND CONDITIONS OF THE GRANT REFERENCED IN BLOCK #3 ABOVE, AS IT MAY HAVE HERETOFORE BEEN AMENDED, REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

13. GRANTEE: IS IS NOT REQUIRED TO SIGN THIS DOCUMENT TO RECONFIRM ITS AGREEMENT WITH THE CHANGES EFFECTED HEREIN

14. GRANTEE: BY: <u>United Nations Development Program</u> Agi Veres _____ (Name Typed or Printed) TITLE: Deputy Resident Representative -UNDP Lesotho _____ DATE: <u>6th August 2012</u>	15. THE UNITED STATES OF AMERICA U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT BY: _____ Leona Sasinkova _____ (Name Typed or Printed) TITLE: Regional Agreement Officer _____ DATE: _____
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**MODIFICATION OF ASSISTANCE
CONTINUATION PAGE**

PAGE NO. 2

ASSISTANCE NO. 674-G-00-09-00072-00

MODIFICATION NO. 04

11. DESCRIPTION OF MODIFICATION (CONTINUED)

1. Letter Page, 2nd paragraph, delete "September 29, 2012" and replace with "July 31, 2014";
2. Page 5, Attachment 1, Schedule, section 1.2. Period of Grant, delete "September 29, 2012" and replace with "July 31, 2014";
3. Attachment 2, delete completion date "September 29, 2012" and replace with "July 31, 2014" in the entire Program Description and;
4. Page 9, ATTACHMENT 3 - STANDARD PROVISIONS, delete Attachment 3 in its entirety and replace with the following:

**STANDARD PROVISIONS FOR COST-TYPE AWARDS TO PUBLIC
INTERNATIONAL ORGANIZATIONS (PIOs)**

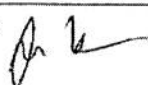
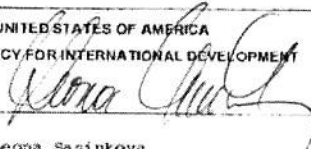
**I. MANDATORY STANDARD PROVISIONS FOR COST-TYPE AWARDS TO PUBLIC INTERNATIONAL ORGANIZATIONS
(PIOS)**

1. Allowable Costs (April 2011)
2. Amendment (April 2011)
3. Nonliability (April 2011)
4. Notices (April 2011)
5. Payment (Periodic Advance) (April 2011)
6. Audit and Records (UN) (April 2011)
7. Refunds (April 2011)
8. Award Budget Limitations and Revisions (April 2011)
9. Termination Procedures (April 2011)
10. Financial Management, Procurement, and Evaluation (April 2011)
11. Dispute Resolution (April 2011)
12. Title to and Disposition of Property (April 2011)
13. USAID Disability Policy and UN Convention on the Rights of Persons with Disabilities Assistance (April 2011)
14. Terrorist Financing Clause (UN) (April 2011)

**II. REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR COST-TYPE AWARDS TO PUBLIC INTERNATIONAL
ORGANIZATIONS**

1. Publications and Media Releases (April 2011)
2. Reporting of Foreign Taxes (UN) (April 2011)
3. Foreign Government Delegations to International Conferences (April 2011)
4. Conscience Clause Implementation (ASSISTANCE) (FEBRUARY 2012)
5. Condoms (June 2005)
6. Prohibition on the Promotion or Advocacy of the Legalization or Practice of Prostitution or Sex Trafficking (the Global Fund to Fight AIDS, Tuberculosis and Malaria, the World Health Organization, the International AIDS Vaccine Initiative, and any United Nations Agency) (April 2010)
7. Voluntary Population Planning Activities - Mandatory Requirements (April 2011)
8. Standards for Accessibility for Persons with Disabilities in USAID Assistance Awards Involving Construction (Standard) (April 2011)

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I. MANDATORY STANDARD PROVISIONS FOR COST-TYPE AWARDS TO PUBLIC INTERNATIONAL ORGANIZATIONS (PIOS)

1. Allowable Costs (April 2011)

a. The recipient must use funds provided under the award for costs incurred in carrying out the purposes of the award which are reasonable, allocable, and allowable.

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

(2) "Allocable" means the costs are necessary to the award.

(3) "Allowable" means the costs are reasonable and allocable, and conform to any limitations set forth in the award.

b. The recipient is encouraged to obtain the Agreement Officer's written determination in advance whenever the recipient is uncertain as to whether a cost will be allowable.

2. Amendment (April 2011)

The parties may amend the award by mutual agreement, by formal modifications to the basic award document, or by means of an exchange of letters between the Agreement Officer and the recipient.

3. Nonliability (April 2011)

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

4. Notices (April 2011)

Any notice given by USAID or the recipient will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax. Notices to USAID should be sent to the Agreement Officer at the address specified in the award and to any designee specified in the award. Notices to the recipient should be sent to the recipient's address shown in the award or to such other address designated in the award.

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

5. Payment (Periodic Advance) (April 2011)

a. Periodic advances will be limited to the minimum amounts needed to meet the recipient's current disbursement needs and must be scheduled so that the funds are available to the recipient as close as is administratively possible to the actual disbursements by the recipient for program costs. Periodic advance requests may be established to meet the recipient's cash requirements for periods up to 30 days.

b. The recipient may submit requests for advances to the paying office specified in the award letter as often as may be necessary to meet ongoing disbursing needs. An advance may not exceed 30 days disbursing needs. Subject to Chief Financial Officer (CFO) or Mission Controller approval (as appropriate), requests may be submitted every 30 days covering a 30-day period; or three requests may be submitted covering 30-day sub-periods of a 90-day period to be paid automatically every 30 days; or one request for 90 days may be submitted to be automatically disbursed in 30-day increments. Requests must state the estimated disbursements to be made during the period covered by the request, the estimated balance of cash on hand from prior advance requests, and the advance amount being requested. Cash advances made by the recipient to secondary recipients or the recipient's field organizations must conform substantially to the same standards of timing and amount that apply to cash advances by USAID to the recipient (i.e., up to 30 days to satisfy disbursing needs).

c. The recipient must submit an SF-425, Federal Financial Report (http://www.whitehouse.gov/sites/default/files/omb/assets/grants_forms/SF-425.pdf), quarterly, no later than 30 days after the end of the period, to the paying office specified in the award in order to liquidate advances outstanding. The report must show disbursements, advances received, and any cash remaining on hand for the period covered by the report. Within 90 days following the expiration of the award, the recipient must submit an SF-425

(http://www.whitehouse.gov/sites/default/files/omb/assets/grants_forms/SF-425.pdf) showing total disbursements, total advances received, and any cash remaining on hand, which the recipient must refund to USAID. Failure to provide these quarterly reports may result in the suspension, disruption, or termination of additional payments.

d. If, at any time, the CFO or Mission Controller determines that the recipient has demonstrated an unwillingness or inability to (i) establish procedures that will minimize the time elapsing between cash advances and the disbursement of funds, (ii) report cash disbursements and balances in a timely manner as required by the terms of the award, or (iii) impose the same standards of timing of advances and reporting on any subrecipient or any of the recipient's overseas field organizations, then the CFO or Mission Controller will advise the Agreement Officer, who may suspend or revoke the advance payment procedure.

6. Audit and Records (UN) (April 2011)

a. The recipient agrees to furnish the U.S. Government (USG) with a final report on activities carried out under the award, including accounting for award funds in sufficient detail to enable USAID to liquidate the award. The report must be submitted to the address specified in the award.

b. It is understood that financial records, including documentation to support entries on accounting records and to substantiate charges against the award, will be maintained in accordance with the recipient's usual accounting procedures, which must follow generally accepted accounting practices. The recipient must maintain such financial records for at least three years after the recipient's final disbursement of funds under the award. The recipient agrees to make available to the USG all records and documents that support expenditures made under its program.

c. The recipient confirms that the award account will be audited applying established procedure under appropriate provisions of the financial regulations and rules of the United Nations. The recipient agrees to make available these audit reports to the USG along with such other related information as may be reasonably requested by the USG with respect to questions arising from the audit report.

7. Refunds (April 2011)

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

b. Funds obligated by USAID, but not disbursed to the recipient before the award expires or is terminated will revert to USAID, except for funds committed by the recipient to a legally binding transaction applicable to the award. Any funds advanced to, but not disbursed by, the recipient before the award's expiration or termination must be refunded to USAID, except for funds committed by the recipient to a legally binding transaction applicable to the award.

c. If, at any time during the life of the award, or as a result of an audit, the Agreement Officer determines that USAID funds provided under the award have been expended for purposes not in accordance with the terms of the award, then the recipient must refund the amount to USAID.

8. Award Budget Limitations and Revisions (April 2011)

a. The approved award budget is the financial expression of the recipient's program as approved during the award process. USAID is not obligated to reimburse the recipient for any costs incurred in excess of the total amount obligated under the award.

b. The recipient 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 award 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 ten percent (10%) of the total budget amount unless the award states otherwise.

(3) Additional funding is needed.

II. REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR COST-TYPE AWARDS TO PUBLIC INTERNATIONAL ORGANIZATIONS

1. Publications and Media Releases (April 2011)

- a. If the recipient intends to identify USAID's contribution to any publication, video, or other information/media product resulting from the award, the product must state that the views expressed by the author(s) do not necessarily reflect those of USAID. Acknowledgements must identify the sponsoring USAID Bureau/Independent Office or Mission and 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 _____, Bureau for _____, U.S. Agency for International Development, under the terms of Award No. _____. The opinions expressed in this [publication, video, or other information/media product] are those of the author(s) and do not necessarily reflect the views of the U.S. Agency for International Development."

- b. The recipient must provide USAID with one copy of all published works developed under the award and with lists of other written works produced under the award.
- b. 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 the 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 U.S. Government purposes.

2. Reporting of Foreign Taxes (UN) (April 2011)

The recipient is not subject to taxation of activities implemented under the award based on its privileges and immunities as a public international organization (PIO). However, should it be obligated to pay value-added taxes or customs duties related to the award, the recipient must notify the USAID Agreement Officer's Technical Representative (AOTR).

3. Foreign Government Delegations to International Conferences (April 2011)

Funds provided under the award 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, unless approved by the Agreement Officer.

4. Conscience Clause Implementation (ASSISTANCE) (FEBRUARY 2012)

An organization, including a faith-based organization, that is otherwise eligible to receive funds under this agreement for HIV/AIDS prevention, treatment, or care-

Shall not be required, as a condition of receiving such assistance-

- (1) To endorse or utilize a multisectoral or comprehensive approach to combating HIV/AIDS; or
- (2) To endorse, utilize, make a referral to, become integrated with, or otherwise participate in any program or activity to which the organization has a religious or moral objection; and

(b) Shall not be discriminated against in the solicitation or issuance of grants, contracts, or cooperative agreements for refusing to meet any requirement described in paragraph (a) above.

5. Condoms (June 2005)

Information provided about the use of condoms as part of projects or activities that are funded under this agreement shall be medically accurate and shall include the public health benefits and

failure rates of such use and shall be consistent with USAID's fact sheet entitled, -USAID HIV/STI Prevention and Condoms.

6. Prohibition on the Promotion or Advocacy of the Legalization or Practice of Prostitution or Sex Trafficking (the Global Fund to Fight AIDS, Tuberculosis and Malaria, the World Health Organization, the International AIDS Vaccine Initiative, and any United Nations Agency) (April 2010)

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 the award may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the previous sentence must 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. The following definitions apply for purposes of this provision:

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

"Prostitution" means procuring or providing any commercial sex act and the "practice of prostitution" has the same meaning.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act as defined in 22 U.S.C. 7102(9) (<http://codes.lp.findlaw.com/uscode/22/78/7102>).

c. The recipient must insert this provision, which is a standard provision, in all subawards.

d. This provision includes express terms and conditions of the award and any violation of it is grounds for unilateral termination of the award by USAID prior to the end of its term.

7. Voluntary Population Planning Activities - Mandatory Requirements (April 2011)

a. Requirements for Voluntary Sterilization Programs. None of the funds made available under the award may 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.

b. Prohibition on Abortion-Related Activities

(1) No funds made available under the 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, must 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 the 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.

(4) The recipient expects the amount of USAID authorized funds to exceed its needs by more than \$20,000 or ten percent (10%) of the USAID award, whichever is greater.

c. The recipient will not be obligated to continue performance under the award (including actions under the "Termination Procedures" provision) or otherwise to incur costs in excess of the amount obligated under the award, unless and until the Agreement Officer notifies the recipient in writing that the obligated amount has been increased and specifies the new award total amount.

9. Termination Procedures (April 2011)

The award may be terminated by either party, in whole or in part, at any time with 30 days written notice of termination. After receiving a termination notice from the Agreement Officer, the recipient must take immediate action to cease all expenditures financed by the award and to cancel all unliquidated obligations if possible. The recipient may not enter into any additional obligations under the award after receiving the notice of termination, other than those reasonably necessary to effect the close out of the award. Except as provided below, no further reimbursement will be made after the effective date of termination. As soon as possible, but in any event no later than 120 days after the effective date of termination, the recipient must repay to USAID all unexpended USAID funds that are not otherwise obligated by a legally binding transaction applicable to the award. If the funds paid by USAID to the recipient before the effective date of termination are not sufficient to cover the recipient's obligations under a legally binding transaction, then the recipient may submit a written claim for such amount to USAID within 120 days after the effective date of termination. The Agreement Officer will determine the amount(s) to be paid by USAID to the recipient under the claim in accordance with the "Allowable Costs" provision of the award.

10. Financial Management, Procurement, and Evaluation (April 2011)

To the extent not inconsistent with other provisions of the award, USAID and the recipient understand that funds made available to the recipient must be administered in accordance with the recipient's own financial rules and regulations, and that the recipient will follow its own procurement and evaluation policies and procedures.

11. Dispute Resolution (April 2011)

USAID and the recipient will use their best efforts to amicably settle any dispute, controversy, or claim that results from, or relates to, the award.

12. Title to and Disposition of Property (April 2011)

Ownership of equipment, supplies, and other property purchased with funds under the award will vest in the recipient during the life of the award. Disposition of excess property financed under the award will be made in consultation with USAID and, where applicable, the host government of the country in which the activities financed under the award take place or other recipient organizations.

13. USAID Disability Policy and UN Convention on the Rights of Persons with Disabilities Assistance (April 2011)

- a. The principles of the present UN Convention on the Rights of Persons with Disabilities include promoting: (1) respect for inherent dignity, individual autonomy including the freedom to make one's own choices, and independence of persons; (2) nondiscrimination; (3) full and effective participation and inclusion in society; (4) respect for difference and acceptance of persons with disabilities as part of human diversity and humanity; (5) equality of opportunity; (6) accessibility; (7) equality between men and women; and (8) respect for the evolving capacities of children with disabilities. The full text of the Convention can be found at the following Web site:
<http://www.un.org/disabilities/documents/convention/convoptprot-e.pdf>.

- b. USAID requires that the recipient not discriminate against persons with disabilities in the implementation of USAID-funded programs and make every effort to respect the principles of the Convention
- c. on the Rights of Persons with Disabilities in performing the program under the award. One of the objectives of the USAID's Disability Policy is to engage other U.S. Government agencies, host country counterparts, governments, implementing organizations, and other donors in fostering a climate of nondiscrimination against people with disabilities. 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.

14. Terrorist Financing Clause (UN) (April 2011)

Consistent with numerous United Nations Security Council resolutions, including S/RES/1269 (1999) ([http://www.undemocracy.com/S-RES-1269\(1999\).pdf](http://www.undemocracy.com/S-RES-1269(1999).pdf)), S/RES/1368 (2001) ([http://www.undemocracy.com/S-RES-1368\(2001\).pdf](http://www.undemocracy.com/S-RES-1368(2001).pdf)), and S/RES/1373 (2001) ([http://www.undemocracy.com/S-RES-1373\(2001\).pdf](http://www.undemocracy.com/S-RES-1373(2001).pdf)), 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 the award are used to provide support to individuals or entities associated with terrorism.

8. Standards for Accessibility for Persons with Disabilities in USAID Assistance Awards
Involving Construction (Standard) (April 2011)

Any construction activities authorized under the award must be limited to emergency construction (provision of plastic sheeting or tents, minor repair and upgrading of existing structures, rebuilding of part of existing structures or provision of temporary structures) intended to be temporary in nature.

Except as specifically herein amended, all terms and conditions of the subject cooperative agreement, as it may have heretofore been amended, remain unchanged and in full force and effect.

END OF MODIFICATION 4

10/10/10
10/10/10

