

Setsuko Yamazaki Country Director United Nations Development Program/Vietnam 25-29 Phan Boi Chau Ha Noi, Viet Nam

Subject: USAID Grant No. AID-486-G-09-00001

Dear Ms. Yamazaki:

Under the authority contained in the Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development (USAID) hereby grants to the United Nations Development Program (UNDP) /Vietnam (hereinafter referred to as the "Grantee"), the sum of \$ 500,000.00 to provide support on "The 6<sup>th</sup> International Ministerial Conference on Avian and Pandemic Influenza (IMCAPI Hanoi 2010)" as described in Attachment 1 (the Schedule) of this grant and in Attachment 2, entitled "Program Description."

This grant is effective and obligation is made as of the date of this letter and will apply to expenditures made by the Grantee in furtherance of program objectives during the period beginning with the effective date and ending September 30, 2010. USAID will not be liable for reimbursing the Grantee for any costs in excess of the obligated amount.

This award is made to the Grantee on condition that the funds are administered in accordance with the terms and conditions as set forth in Attachment 1 (the Schedule), Attachment 2 (Program Description), and Attachment 3 (the Standard Provisions), 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 grant, and return the original and all but one copy to the undersigned.

Sincerely yours,

Patrick J. Wilson Regional Grant Officer USAID RDMA, Bangkok, Thailand

Attachments:

1. Schedule

2. Program Description

3. Standard Provisions

AID-486-G-09-00001

ACKNOWLEDGED: United Nations Development Program

BY: TITLE: DATE:

## FISCAL DATA:

#### A. GENERAL

- 1. Total Estimated USAID Amount:
- 2. Amount Obligated this Action:
- 3. Total Obligated USAID Amount to Date:
- 4. Cost-Sharing Amount (Non-Federal):
- 5. Activity Title:

6. USAID Technical Office:

- 7. Tax I.D. Number:
- 8. DUNS No .:

9. LOC Number:

**B. SPECIFIC** 

REQ no. : REQ-440-09-000025

C. PAYMENT OFFICE

USAID/Washington, D.C. Office of Financial Management M/FM/CMP Ronald Reagan Building Pennsylvania Avenue, NW Washington, D.C. 20523 \$500,000.00 \$500,000.00 \$500,000.00 \$44,292.00 6<sup>th</sup> International Ministe Pandemic Influenza (III

6<sup>th</sup> International Ministerial Conference on Avian and Pandemic Influenza (IMCAPI Hanoi 2010) OPH, USAID/Vietnam

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# TABLE OF CONTENTS

ATTACHMENT 1 SCHEDULE	4
A. PURPOSE OF GRANT	4
B. PERIOD OF GRANT	4
C. AMOUNT OF GRANT AND PAYMENT	4
D. GRANT BUDGET	4
E. ADMINISTRATIVE FEE	4
F. PROCUREMENT POLICIES AND PROCEDURES	5
G. SPECIAL PROVISION	5
ATTACHMENT 2 PROGRAM DESCRIPTION	6
ATTACHMENT 3 STANDARD PROVISIONS	11
I. Mandatory Standard Provisions for Grants to Public International Organizations II. Required as Applicable Standard Provisions for Grants to Public International Organizations	11 13

## ATTACHMENT 1 SCHEDULE

#### A. PURPOSE OF GRANT

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

## **B. PERIOD OF GRANT**

1. The effective date of this Grant is October 1, 2009. The estimated completion date of this Grant is September 30, 2010.

2. Funds obligated hereunder are available for program expenditures for the estimated period from October 1, 2009 to September 30, 2010 as shown in the Grant Budget below.

# C. AMOUNT OF GRANT AND PAYMENT

1. The total estimated amount of this Grant for the period shown in B.1 above is **\$500,000.00**.

2. USAID hereby obligates the amount of **\$500,000.00** for program expenditures during the period set forth in B.2 above and as shown in the Budget below.

3. Payment will be made to the Grantee in accordance with the payment procedures set forth in the provision entitled Letter of Credit under Attachment 3 (the Standard Provisions).

4. Additional funds up to the total amount of the Grant shown in C.1 above may be obligated by USAID, subject to the availability of funds, the mutual agreement of the parties to proceed, and the requirements of the Standard Provision of the Grant entitled "Revision of Grant Budget".

USAID is not obligated to reimburse the Grantee for the expenditure of amounts in excess of the total obligated amount.

# D. GRANT BUDGET

The following is the Grant Budget. Revisions to this Budget may be made only in accordance with the Standard Provision of this Grant entitled "Revision of Grant Budget."

Line Item Description	USAID Amount	UNIAP Cost Share	TOTAL			
Program Activities	\$ 465,000.00	\$ 44,292.00	\$ 509,292.00			
Administrative Fee	35,000.00	0.00	35,000.00			
TOTAL	\$ 500,000.00	\$ 44,292.00	544,292.00			

## E. ADMINISTRATIVE FEE

In lieu of indirect costs USAID's contribution under this Grant includes an administrative fee which shall not exceed \$35,000.00. The administrative fee shall not be used to augment an appropriation of US 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 another component of this grant; must be program-specific; and shall not be applied for the immediate management of the agreement.

## F. PROCUREMENT POLICIES AND PROCEDURES

USAID will rely on UNDP's procurement policies and procedures.

## G. SPECIAL PROVISION

Reporting of Foreign Taxes: Grantee represents that it is a public international organization exempt from the application of "foreign taxes" as defined in the Standard provision entitled Reporting of Foreign Taxes. Accordingly, that provision shall not apply to this grant. Grantee undertakes to report to USAID consistent with that provision in the event any such foreign tax is finally assessed and paid by the Grantee.

- End of Attachment 1 –

# ATTACHMENT 2 PROGRAM DESCRIPTION

## United Nations Country Team request for funds allocated under the United States Agency for International Development Avian and Pandemic Influenza Program in Viet Nam

Project Category:	Avian and Pandemic Influenza
Project Title:	6 <sup>th</sup> International Ministerial Conference on Avian and Pandemic Influenza (IMCAPI Hanoi 2010)
Organization Name:	UNDP/Vietnam
Funds Applied for:	USD 500,000
Responsible Officer(s):	Christophe Bahuet, Deputy Country Director (Programme)
Date:	September 11, 2009

#### 1. Rationale

- Over the course of the last four years, various high-level international conferences have provided a platform for sharing experiences, identifying challenges, developing solutions and providing support to respond to highly pathogenic avian influenza (HPAI) and prepare for a pandemic. Previous conferences have included Washington DC (October 2005), Beijing (Ministerial, January 2006), Vienna (Senior Official's Meeting, June 2006), as well as three subsequent ministerial conferences: Bamako (December 2006), New Delhi (December 2007) and Sharm-el -Sheikh (October 2008). These conferences have been organized by the respective host governments in coordination with the European Union and the International Partnership on Avian and Pandemic Influenza (particularly the Government of the United States) and United Nations System Influenza Coordination (UNSIC), drawing upon technical resources of the World Bank, the specialized agencies of the United Nations including the Food and Agriculture Organization, (FAO), World Health Organization (WHO), the United Nations Development Programme (UNDP) and the United Nations Children's Fund (UNICEF), and the World Organization for Animal Health (OIE).
- The major outcomes of the previous high-level meetings have included:
  - Political commitment for joint global response to undertake urgent actions to address avian influenza and a potential influenza pandemic;
  - Pledging of substantial global resources to carry out these urgent actions, with a particular focus on countries responding to avian influenza, countries in need of additional international support, and the roles of regional networks and international technical agencies;
  - Joint monitoring of progress on delivering this high-level commitment in terms of resources and programmes, supported through global progress reports;
  - Identification of best practices and lessons learned from the response to the current avian influenza A (H5N1 strain) virus as well as initial discussions on potential wider lessons to address other possible emerging and re-emerging animal and human infectious diseases with pandemic potential in the future.
- At the close of the October 2008 Sharm el-Sheikh International Ministerial Conference on Avian and Pandemic Influenza, participants agreed that another international ministerial conference should be held in early 2010, focusing on avian and pandemic influenza and its developments, as well as

lessons applicable to address emerging and re-emerging animal and human infectious diseases with pandemic potential at the animal-human-ecosystem interface.

- The indication that the Government of Viet Nam would consider hosting the next IMCAPI received broad international support in view of the Government of Viet Nam's sustained political commitment in responding to H5N1, the strong partnership between the Government of Viet Nam and the international community on avian and pandemic influenza, and the lessons of global relevance that continue to emerge from Viet Nam. In early June 2009, the Office of the Prime Minister of Viet Nam issued a formal decision assigning the Ministry of Agriculture and Rural Development (MARD) to lead the organization of IMCAPI Hanoi 2010, working closely with the Ministry of Health and other related ministries. The Partnership on Avian and Human Influenza (PAHI) Secretariat based within MARD is expected to act as Secretariat for preparation of the Conference. The tentative dates proposed for the organization of the Conference are 18-21 April 2010.
- Discussion is ongoing between the Government of Viet Nam and key international partners including UNSIC, the United States Government and the European Commission to finalize the specific focus and agenda of the Conference, with the potential for some further refinement in coming months particularly in the context of uncertainty about the evolution of a novel influenza A/H1N1 pandemic and how this issue could be incorporated in the Conference. Tentatively, the expected outcomes for IMCAPI Hanoi 2010 include (i) analysis of H5N1 control activities, through country presentations and sharing the results of a formal evaluative process, leading to a future strategy to address HPAI in affected and at-risk countries beyond 2010; (ii) renewed political commitment and agreement on a roadmap for pandemic influenza preparedness with standards, timeframes and joint review, with identification of future steps to achieve sub-national pandemic preparedness and with consideration to incorporate pandemic preparedness into multi-sectoral preparedness for a broad range of hazards; and political support to the move from a crisis to a sustainable response to HPAI and diseases at the animal-human interface and to multi-sectoral and multi-disciplinary development approaches. Noting that most of the resources pledged in previous conferences (notably Beijing) are expected to be fully utilized by the end of 2010, it could also be important for the Conference to posit a vision for sustaining the global response beyond 2010, as a basis for future allocations of global and national financial and technical resources including assistance to poorer countries and those facing specific threats.

# 2. Project Description

- This project will provide support for the preparations for IMCAPI Hanoi 2010, including support for enhanced human resources within the PAHI Secretariat and for the cost of high-level discussions and working-level preparation meetings between the host Government and key international partners to agree on the overall focus of the conference, develop the proposed Conference Statement, and prepare the plan for Conference implementation and logistics. It will also contribute substantially to the cost of major procurement items for the actual implementation of the Conference, including the Conference facility and meal costs, materials and equipment, and other Conference expenses.
- UNDP/Vietnam has been supporting the operations of the PAHI Secretariat since 2007 through the existing Government of Viet Nam-United Nations Joint Programme on Avian and Pandemic Influenza (UNJP). This support includes the provision of an international Partnership and Coordination Specialist located in the PAHI Secretariat office. The Government of Viet Nam has indicated that the PAHI Secretariat would be assigned to provide secretariat support for the preparation of IMCAPI Hanoi 2010.
- A grant-management committee would be established for the proposed activities, consisting of representatives of the Government of Viet Nam (represented by MARD), UNDP and USAID. Appropriate recognition of US support will be made in Conference banners, Conference bags, and printed and digital materials supported by the US contribution.

 Complementary to the proposed support from USAID, the European Commission has also indicated an intention to provide up to 200,000 Euros to convey delegates from eligible developing countries in South-East Asia as well as Central Asia and Eastern Europe. Other international agencies have also indicated potential support, including FAO and the World Bank. The Government of Viet Nam has also indicated an intention to provide counterpart funding and significant in-kind support within its own capacity.

## 3. Outputs

- Effective support for the preparations and implementation of the Conference.
- Provision of appropriate Conference facilities and related logistics for the Conference.

#### 4. Objectives and Activities

## A. Objective 1: Support to effective preparations for IMCAPI Hanoi 2010

#### Activity 1: Enhance capacity of the PAHI Secretariat for Conference preparations

Support for additional human resources and related costs for the PAHI Secretariat to provide effective secretariat support to the National Organizing Committee for the Conference and to play a supporting role as a bridge between the National Organizing Committee and international partners for the preparation and implementation of the Conference.

#### Activity 2: Conference preparation meetings of the National Organizing Committee and International Focal Points

Support for the organization of high-level and working meetings and videoconferences to bring together the National Organizing Committee and International Focal Points to agree on the specific focus of the Conference, finalize the Conference Agenda and expected Chairs and Presenters, guide the drafting of the Conference Statement, and provide overall supervision to the preparations for the Conference including contingency planning in the context of Pandemic Influenza H1N1.

#### Activity 3: Development of the Conference Statement

Support to the drafting team to develop successive iterations of the draft Statement based on increasingly wider consultation to ensure engagement and consensus from Governments, International and Regional Inter-Governmental Organizations and Civil Society Organizations well in advance of their participation in the Conference.

## Activity 4: Issuing invitations to Conference Delegates, registration and related arrangements

Preparing and issuing invitations to Governments, International and Regional Inter-governmental Organizations, and Civil Society Organizations, sent both to the Ministerial/Head of Delegation level and in parallel to focal point officials. Following up to confirm registration of delegates, support visa arrangements, provide the Conference information package, and respond to questions and requests from delegates.

#### Activity 5: Confirmation of Session Chairs and Presenters

Issuing invitations and following up to confirm the participation of Chairs, Presenters, Panel Members, etc. from Governments, International and Regional Inter-Governmental Organizations and Civil Society Organizations for the key sessions of the Conference, based on the agreed Conference Agenda and overall guidance of the National and International organizing mechanisms. In the case of cancellations or other changes, identification of alternate persons and follow-up to secure their participation.

## B. Objective 2: Support to effective implementation of IMCAPI Hanoi 2010

# Activity 1: Provision of suitable facilities, equipment and related logistics for the implementation of the Conference

#### Procurem

ent of the Conference venue and related facilities, meals and refreshment breaks, equipment, banners and decorations, film and photography, interpretation team, and other logistics for the Conference.

#### Activity 2: Printing of Conference documents and related materials

Collection, translation, editing and printing of documents for distribution to Conference delegates including information on the Conference, copies of presentations, documents about Viet Nam's response to avian and pandemic influenza, etc. Procurement of Conference bags for delegates, preparation of contents for Conference bags, and distribution of Conference bags to delegates.

#### Activity 3: Training and related costs for Conference support teams

Mobilization of Conference support teams for all aspects of Conference implementation, including a one-day training and briefing meeting to be organized at the Conference venue and provision of necessary materials and other support costs.

#### Activity 4: Welcoming delegates to Hanoi and supporting necessary arrangements during their stay

Arrangements for meeting international delegates on their arrival in Hanoi, and provision of transport between the airport, hotel accommodation, the Conference venue and the Gala Dinner throughout the Conference. Follow up to receive and respond to Delegate questions and concerns during the Conference.

#### Activity 5: Communications strategy and media liaison for the Conference

Development of a communications strategy for the Conference, preparations of media kits for national and international media, and organization of media conferences and media releases at appropriate points before and during the Conference. Responding to requests for individual interviews and monitoring media coverage of the Conference.

#### Activity 6: Preparation of the Conference report

A team of rapporteurs will be mobilized to prepare a report on the main contents and conclusions of the Conference. Editing, printing and dissemination of the Conference report.

#### 5. Targets

- Preparation team staffed and in operations
- 250 Conference invitations issued to Governments, International and Regional Intergovernmental Organizations and Civil Society Organization
- 01 List of Chairs and Presenters completed
- Contracts signed with suppliers
- 01 Draft Conference statement prepared for adoption by the Conference
- 02 Media conferences held (at the start and end of the Conference)
- 01 Conference report completed

# 6. Timeline

	Activity	Timeframe (Months)											
		9	10	11	12	1	2	3	4	5	6	7	8
Ob	Objective 1: Support to effective preparations for IMCAPI Hanoi 2010												
1.	Enhanced capacity of PAHI Secretariat for Conference preparations	x	x	x	x	x	x	x	x				
2.	Conference preparation meetings of the National Organizing Committee and International Focal Points	х	х	x	x	х	x	х	x				
3.	Development of the Conference Statement		Х	х	х	х	х	х	х				
4.	Issuing invitations to Conference Delegates, registration and related arrangements		х	x									
5.	Confirmation of Session Chairs and Presenters				X	х	х	х	х				
Ob	jective 2: Support to effective impleme	entat	ion o	of IM	CAPI	Hai	noi 2	2010					
1.	Provision of suitable facilities, equipment and related logistics for the implementation of the Conference		х	x	x	x	x	x	x				
2.	Printing of Conference documents and related materials						х	х	Х				
3.	Training and related costs for Conference support teams							х	х				
4.	Welcoming delegates to Hanoi and supporting necessary arrangements during their stay								x				
5.	Communications strategy and media liaison for the Conference						x	x	x				
6.	Preparation of the Conference report								Х	Х			

# 7. Reporting and Evaluation

UNDP will provide performance reports periodically on a schedule deemed appropriate by the in-country grant-management committee, including, at a minimum, a progress report at the end of the 2009 calendar year.

- End of Attachment 2 -

## ATTACHMENT 3 STANDARD PROVISIONS STANDARD PROVISIONS FOR GRANTS TO PUBLIC INTERNATIONAL ORGANIZATIONS

## I. Mandatory Standard Provisions for Grants to Public International Organizations

- 1. Allowable Costs
- 2. Amendment
- 3. (reserved)
- 4. Notices
- 5. Refunds
- 6. Revision of Grant Budget
- 7. Termination Procedures

# 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.

#### 2. AMENDMENT (JULY 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. (Reserved)

# 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.

## AID-486-G-09-00001

# 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 a legally binding transaction applicable to this grant.

c. If, at any time during the life of the grant, or up until Financial Closure of the Project, 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.

# 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.

# 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. As soon as possible following 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.

# **II.** Required as Applicable Standard Provisions for Grants to Public International Organizations

The following standard provisions are required to be used when applicable. Applicability statements are contained in the parenthetical statement preceding the standard provision. When a standard provision is determined to be applicable in accordance with the applicability statement, the use of such standard provision is mandatory unless a deviation has been approved in accordance with ADS 308.3.12.

- 1. (Reserved)
- 2. (Reserved)
- 3. Audit and Records (UN Grants)
- 4. (Reserved)
- 5. (Reserved)
- 6. Payment (Letter of Credit)
- 7. Payment (Periodic Advance)
- 8. (Reserved)
- 9. Terrorist Financing Clause
- 10. Terrorist Financing Clause (UN Grants)
- 11. Publications and Media Releases
- 12. (Reserved)
- 13. Foreign Government Delegations to International Conferences
- 14. (Reserved)
- 15. (Reserved)
- 16. (Reserved)
- 17. (Reserved)
- 1. (Reserved)
- 2. (Reserved)

# 3. AUDIT AND RECORDS (UN GRANTS) (July 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.

- 4. (Reserved)
- 5. (Reserved)

## AID-486-G-09-00001

# 6. PAYMENT (LETTER OF CREDIT) (DEC 2003)

a. Payment under this grant will be by means of a Letter of Credit (LOC) in accordance with the terms and conditions of the LOC and any instructions issued by the USAID Bureau for Management, Office of Financial Management, Cash Management and Payment Division (M/FM/CMP).

b. As long as the LOC is in effect, the terms and conditions of the LOC and any instructions issued by M/FM/CMP constitute the payment conditions of this grant superseding and taking precedence over any other clause of this grant concerning payment.

c. The grantee should have written procedures that minimize the time elapsing between the transfer of funds and disbursement by the recipient. The grantee must exercise prudent management of Federal funds by drawing only those funds that are required for current use. The timing and the amount of the drawdown must be as close as is administratively feasible to the actual disbursements by the grantee for direct program or activity costs and the proportionate share of any allowable indirect costs.

d. Revocation of the LOC is at the discretion of M/FM/CMP after consultation with the Agreement Officer. Notification to the recipient of revocation must be in writing and must specify the reasons for such action.

e. If the LOC is revoked, then the grantee can apply for a periodic advance pursuant to clause 7 herein below.

# 7. PAYMENT (PERIODIC ADVANCE) (DEC 2003)

(This provision is applicable when (i) the grantee maintains procedures to minimize the time elapsing between the transfer of funds and the disbursement thereof, and (ii) the grantee's financial management system meets generally accepted accounting standards for funds control and accountability.)

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 grantee as close as is administratively feasible to the actual disbursements by the grantee for program costs. Cash advances made by the grantee to secondary recipients or the grantee's field organizations must conform substantially to the same standards of timing and amount as apply to cash advances by USAID to the grantee.

b. The grantee may submit requests for advances (using an SF-270, Request for Advance or Reimbursement) no more than once monthly to the paying office specified in the grant letter. Requests must state the estimated disbursements to be made during the period covered by the request, less the estimated balance of cash on hand at the beginning of the period and the advance amount being requested.

c. The grantee must submit an SF-269A, Financial Status Report, quarterly, no later than 30 days after the end of the period, to the paying office specified in the grant letter. 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 grant, the grantee must submit an SF-269A showing total disbursements, total advances received, and any cash remaining on hand, which the grantee must refund to USAID.

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

# 8. (Reserved)

# 9. (Reserved)

# 10. 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.

# 11. 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): <u>http://www.dec.org/submit.cfm</u>

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.

# 12. (Reserved)

# 13. 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 the ADS Mandatory

Reference "Guidance on Funding Foreign Government Delegations to International Conferences or as approved by the Agreement Officer".

- 14. (Reserved)
- 15. (Reserved)
- 16. (Reserved)
- 17. (Reserved)

- End of Attachment 3 -