

**PROGRAM DESCRIPTION**

**List of Acronyms and Abbreviations:**

ACIPOL	Academia de Ciencias Policiais
APR	Annual Program Results
CSW	Commercial Sex Workers
GAVVMC	Gabinetes do Atendimento das Victimas de Violencia Mulheres e Crianças
GBV	Gender-based Violence
OGAC	Office of the U.S. Global AIDS Coordinator
PEPFAR	President's Emergency Plan for AIDS Relief
PIO	Public International Organization
PRM	Police of the Republic of Mozambique
MINT	Ministerio de Interior
SARPCCO	Southern African Regional Police Chief Council Organization
TIA	Technical Assistance
ToT	Training of Trainers
VCT	Voluntary HIV Counseling and testing
SAPR	Semi-Annual Program Results
USAID	United States Agency International Development

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## **PROGRAM DESCRIPTION**

### **BACKGROUND**

Mozambique faces a severe generalized HIV epidemic which adversely affects growth and development in the country, and continues to tax an already fragile health system. The prevalence of HIV among Mozambican adults aged 15-49 is 11.5% (2009 AIDS Indicator Survey), with prevalence among women higher than men (13.1% and 9.2%, respectively). Gender inequalities are the basis of both violence against women and increased vulnerability to HIV/AIDS. Unequal power relationships play a role by influencing risky sexual behaviors and help perpetuate violence against women and girls.

In Mozambique, the police force is considered a high-risk population for HIV and AIDS acquisition and transmission. The operational capacity of the Police of the Republic of Mozambique (PRM) is diminishing due to the high prevalence of HIV and AIDS among the members of the police force. The impact of HIV/AIDS is a major concern of the General Command due to the elevated number of police that are victims of this disease - an estimated 25% of the total force is infected - prevalence rate almost twice that of the general population.

Gender-based violence (GBV) is a world-wide problem to which Mozambique is not immune. Traditional gender roles and inequities are not only entrenched in Mozambican society but violence is tolerated by many. Gender inequity helps to explain not only violence, but the higher rates of HIV among women. Many young women also engage in transactional sex which represents a social and economic power imbalance as many of the young women have sex with older, more established men in order to survive economically<sup>1</sup>.

MINT, together with UNICEF and other donors, established the Gabinetes do Atendimento das Vitimas de Violencia Mulheres e Crianas (GAVVMC), or Victims of Violence Support Centers throughout the country. There are 20 model centers (which are free-standing buildings usually next to the police stations) and an additional 279 within police stations. Police are trained to respond appropriately to victims and make referrals when necessary.

### **PROGRAM DESCRIPTION**

The Mozambican police force is considered a high-risk population for HIV and AIDS acquisition and transmission. To mitigate this situation, UNDP is working with PRM to develop and conduct a basic HIV/AIDS prevention training course. PRM has two training centers: ACIPOL, the Academy with around 500 cadets and Matalana the Basic Training Centre that offers 6-month courses for the new recruits and police officers in short-term training courses. HIV and AIDS training at both sites have been identified as a priority for the Ministry of Interior for 2012/13.

Trainees at the Matalana Basic Training Center are currently receiving 20 hours of instruction in basic methods of HIV protection and prevention for their own personal use at home and in their community as well as how to manage the potential of infection while in the line of duty. Trainees attend ten sessions, two hours each in length. A pre-test is administered on the first day of class to gauge the participants' level of knowledge so that trainers can focus on instruction on gaps. After the 20 hours of training, a post-test is administered to measure changes in participants' level of knowledge and to evaluate the effectiveness of the training. Following this initial training, continuous learning through self-study is encouraged as each participant receives a pocket guide to refer to for further information once back in the field. This guide was produced in 2005 and needs updating before additional copies are reprinted.

PRM has a pool of 30 volunteer trainers selected from its ranks; volunteers were trained during a 5-day intensive course in 2011. The Trainers' Manual is based on the Southern African Regional Police Chief Council Organization South African (SARPCCO)-HIV/AIDS Training Book. This manual needs to be revised to properly address the gender perspective of HIV and AIDS, and to include issues such as the link between GBV and HIV/AIDS and police work with commercial sex workers (CSWs). In addition, illustrations need to be improved to reflect the local context. The updating of the pocket guide should, as well, reflect the Mozambican context and the feminine face of the HIV epidemic.

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<sup>1</sup> PSI, Milking the Cow, 2005

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The first group of 1500 police - new recruits, as well as those on active duty - were trained in 2011. One of the lessons learned from this first training is that early in the course participants need to be aware of the HIV risk behaviors that put themselves and members of their families and communities with whom they interact at increased risk of contracting.

Trainees at the Matalana Basic Training Center are also receiving 20 hours of training on domestic violence, including information on the new Domestic Violence Law 29/2009 which went into effect in March 2010. As well, the trainers' participants' manual and accompanying learning materials need to be revised to better reflect the Mozambican context. New policies such as the Child Protection Policy need to be integrated into these materials.

UNDP expects that both the HIV Prevention and GBV modules will become institutionalized as part of the complete training program for police regardless of their rank or level of instruction.

### **Public International Organization Grant**

This award is intended to support the HIV and Gender-based Violence (GBV) training program currently being implemented, with members of the Mozambican police force, drawing from the basic training center as well as the high ranking officials at the academy. The goal of the activity is twofold: 1) reduce the number of police officers infected by HIV every year; and 2) sensitize police on the issues of HIV and GBV prevention when on the job – whether it is during interactions with CSWs or in their work at the GAVVMC.

The grant will support the revision of current training and complimentary materials to reflect the Mozambican context and emphasize the basics of HIV prevention, as well as highlight key behavioral and structural drivers of the epidemic including unsafe sexual practices, with a strong focus on multiple partnerships, transactional sex, particularly with young and/or vulnerable women, and low and inconsistent condom use. Gender relations and norms that influence risky behaviors and HIV transmission will be an integral component of the activity. The GBV prevention module will include relevant content areas such as such human rights, gender-based violence, domestic violence and their linkages to HIV and AIDS. Relevant content areas such as human rights, GBV, domestic violence and their linkages to HIV and AIDS will also be addressed in terms of personal and professional behaviors - that is, whether within the ranks, between spouses, with victims reporting at the Gabinetes do Atendimento (Victim Support Center), or towards commercial sex workers. The curriculum will be revised to address related existing laws, such as Law 29/2009 against domestic violence. Given that police are a first point of contact in cases of domestic and gender-based violence, the prevention program will include skills building within the police force to better equip them to deal with these cases. Activities will emphasize risks of transactional sex and sensitize police about gender-based violence in interactions with commercial sex workers.

The grant will also support the establishment of a resource center at each training site to support post-training learning activities on HIV/AIDS prevention and gender-based violence prevention as well as other topics supported in the training program. As well, an existing structure at the Matalana training site will be renovated to serve as a voluntary HIV counseling and testing (VCT) center. ACIPOL currently has a VCT room; however, both sites will be equipped with job aids (print materials and well as anatomical models) and audiovisual equipment.

As this is a new collaboration, needs assessments and monitoring and evaluation to track progress and effectiveness are priorities. This activity supports the Partnership Framework goals to reduce HIV infections; strengthen the multi-sectorial response; and ensure care and support for pregnant women, adults and children in community and health and social welfare systems.

Specific activities of the program will include:

1. Review, update, adaptation and printing of current PRM HIV/AIDS training manual and pocket guides to include recent advances in HIV prevention, and reflect the Mozambican context for use by police peer educators, leadership course trainers, resource centers and libraries.
2. Conduct of Training of Trainers (ToT) with PRM's HIV/AIDS Technical Team of the Police on HIV and GBV prevention.
3. Provision of T/A and monitoring to support trainers.

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4. Conduct HIV and GBV awareness and prevention activities with the communities surrounding the training centers.
5. Conduct provincial refresher trainings in the five GBV focus provinces (Cabo Delgado, Gaza, Sofala, Maputo city, Maputo and Zambezia).
6. Collaboration on activities with existing PEPFAR partners working on HIV prevention as well as on GBV.
7. Establishment of a learning resource center for both center and provision of equipment and learning materials.
8. Renovation of an existing structure at Matalana Training Center for VCT.
9. Provision of job aids for VCT centers at both sites.
10. Development of a Performance Management Plan and data collection tools
11. Submission of quarterly and annual reports using PEPFAR Next Generation Indicators and GBV Initiative indicators.

## EXPECTED RESULTS

1. Mozambique-specific HIV prevention and GBV prevention curriculum institutionalized at Matalana Training Center and ACIPOL
2. Reduction of HIV/AIDS infections within the police forces.
3. VCT institutionalized at the Matalana Training Center and ACIPOL.
4. Increased positive male engagement towards reduction of HIV and GBV
5. Trained cadre of police trainers in HIV and GBV prevention
6. Police trainers and trainees equipped with updated information on evidence-based HIV prevention technologies and interventions.
7. Functioning resource center and increased access of police staff to educational materials.
8. Strengthened police force to disseminate, create dialogue and awareness among the ranks and within the communities they serve around existing laws (Domestic Violence Law, Child and Family Law, Child Protection Policy, and Trafficking in Persons)
9. Reduction of acceptance of GBV within police force and the communities they serve.

## MONITORING AND EVALUATION

Monitoring and evaluation is an important aspect of the grant. UNDP will be required to submit to USAID a plan for performance monitoring. This plan should include a list of indicators that will be reported to USAID quarterly as part of USAID's standard quarterly report requirements and semi-annually as part of PEPFAR's Annual and Semi-Annual Program Results. USAID will provide reporting templates for the performance monitoring plan (PMP), USAID quarterly reports, and PEPFAR reports.

Indicators to be reported will be finalized with UNDP and USAID program and monitoring and evaluation staff, but they should include the following at a minimum:

Required PEPFAR-reportable indicators

- Sexual and other risk prevention for HIV
  - Number of the targeted population (police) reached with individual and/or small group level interventions that are based on evidence and/or meet the minimum standards required
    - Disaggregated by:
      - Age: 15-24, 25+
      - Sex: Male, Female
- Gender-based violence
  - Number of police reached by an individual or small group-level intervention that explicitly addresses GBV as it relates to in terms of personal and professional behaviors
    - Disaggregated by:
      - Age: 18-24, 25+
      - Sex: Male, Female
  - Number of people reached by an individual, small-group, or community-level intervention or service that explicitly addresses norms about masculinity related to HIV/AIDS
    - Disaggregated by:

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- Age: 15-24,25+
- Sex: Male, Female

Other indicators:

- Number of police who received professional training in the Domestic Violence Law and their roles attending victims of GBV
    - Disaggregated by:
      - Age: 18-24,25+
- Sex: Male, Female

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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 (Letter of Credit) (April 2011)**

- a. Payment under the award is completed through 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 the Chief Financial Officer, Cash Management and Payment Division (M/CFO/CMP).
- b. As long as the LOC is in effect, the terms and conditions of the LOC and any instructions issued by M/CFO/CMP constitute the payment conditions of the award over any other payment clause of the award.
- c. The recipient should have written procedures that minimize the time elapsing between the transfer of funds and disbursement by the recipient. The recipient 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 possible to the actual disbursements by the recipient for direct program or activity costs and the proportionate share of any allowable indirect costs.

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- d. Revocation of the LOC, in accordance with its terms and conditions, is at the discretion of M/CFO/CMP, after consultation with the Agreement Officer. Notification of revocation must be in writing and must specify the reasons for such action. If the LOC is revoked, payments may be made on a cost-reimbursement basis. For reimbursement, the recipient must submit to the USAID Controller an original and three copies of SF-1034, Public Voucher for Purchases and Services Other Than Personal ([http://contacts.gsa.gov/web/forms.nsf/0/57675C8BB6CE880B85256A3F004125BD/\\$file/SF%20I034.pdf](http://contacts.gsa.gov/web/forms.nsf/0/57675C8BB6CE880B85256A3F004125BD/$file/SF%20I034.pdf)) and SF-1035, Continuation of SF-1034 ([http://contacts.gsa.gov/web/forms.nsf/0/213A354B84AE05B085256A81004632C8/\\$file/SF%20I035.pdf](http://contacts.gsa.gov/web/forms.nsf/0/213A354B84AE05B085256A81004632C8/$file/SF%20I035.pdf)), normally once a month, but in any event no less than quarterly. Each voucher must be identified by the award number and must state the total costs for which reimbursement is being requested.

#### 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.
- c. The recipient confirms that the award account will be audited applying established procedures under appropriate provisions of the financial regulations and rules of UNDP. The recipient agrees to make available these audit reports to the USG in accordance with the UNDP Oversight Policy and the relevant decisions of the UNDP Executive Board. The recipient also agrees to provide additional clarifications as may be reasonably requested by the USG with respect to questions arising from the audit report. In the event that USAID becomes aware of factors that would indicate a need for closer scrutiny of USAID-funded activities, these factors will be promptly brought to the attention of UNDP Office of Audit and Investigations to determine the need for a special purpose audit. The costs of such an audit shall be borne by the said activities.

#### 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.
- (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.

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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 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.

15. Trafficking in Persons

- (i) No subrecipient under this Agreement that is a private entity may, during the period of time that the award is in effect (A) engage in trafficking in persons, as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime; or (B) procure any sex act on account of which anything of value is given to or received by any person.
- (ii) If USAID determines that there is a reasonable basis to believe that any private party subrecipient has violated the provisions of paragraph (i) above or that an employee of the subrecipient has violated such a prohibition where that the employee's conduct is associated with the performance of this award or may be imputed to the subrecipient, USAID may (A) require the Recipient to terminate immediately the subaward in question or (B) unilaterally terminate this Agreement in accordance with Standard Provision number 9 (Termination Procedures) of this Agreement. USAID will consult with the Recipient prior to a final decision to terminate.
- (iii) For purposes of this Section (ii), "employee" means an individual who is engaged in the performance of the Project as a direct employee, consultant, or volunteer of any private party subrecipient.



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.
- 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 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 Representative (AOR).

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. Organizations Eligible for Assistance (June 2005)

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

5. Condoms (June 2005)

Information provided about the use of condoms, as part of projects or activities that are funded under the award, must be medically accurate and must include the public health benefits and failure rates of such use and be consistent with USAID's fact sheet entitled, USAID: HIV/STI Prevention and Condoms ([http://www.usaid.gov/our\\_work/global\\_health/aids/TechAreas/prevention/condomfactsheet.html](http://www.usaid.gov/our_work/global_health/aids/TechAreas/prevention/condomfactsheet.html)).



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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.

8 Marking and Public Communications under USAID -funded assistance (August 2013)

a. The USAID Identity is the official marking for USAID, comprised of the USAID logo and brand mark with the tagline "from the American people." The USAID Identity is on the USAID Web site at [transition.usaid.gov/branding](http://transition.usaid.gov/branding). Recipients must use the USAID Identity, of a size and prominence equivalent to or greater than any other identity or logo displayed, to mark the following:

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- (1) Programs, projects, activities, public communications, and commodities partially or fully funded by USAID;
  - (2) Program, project, or activity sites funded by USAID, including visible infrastructure projects or other physical sites;
  - (3) Technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities, promotional, informational, media, or communications products funded by USAID;
  - (4) Commodities, equipment, supplies, and other materials funded by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs; and
  - (5) Events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences and other public activities. If the USAID Identity cannot be displayed, the recipient is encouraged to otherwise acknowledge USAID and the support of the American people.
- b. The recipient must implement the requirements of this provision following the approved Marking Plan in the award.
- c. The AO may require a preproduction review of program materials and "public communications" (documents and messages intended for external distribution, including but not limited to correspondence; publications; studies; reports; audio visual productions; applications; forms; press; and promotional materials) used in connection with USAID-funded programs, projects or activities, for compliance with an approved Marking Plan.
- d. The recipient is encouraged to give public notice of the receipt of this award and announce progress and accomplishments. The recipient must provide copies of notices or announcements to the Agreement Officer's Representative (AOR) and to USAID's Office of Legislative and Public Affairs in advance of release, as practicable. Press releases or other public notices must include a statement substantially as follows:
- "The U.S. Agency for International Development administers the U.S. foreign assistance program providing economic and humanitarian assistance in more than 80 countries worldwide."
- e. Any "public communication" in which the content has not been approved by USAID must contain the following disclaimer:
- "This study/report/audio/visual/other information/media product (specify) is made possible by the generous support of the American people through the United States Agency for International Development (USAID). The contents are the responsibility of [insert recipient name] and do not necessarily reflect the views of USAID or the United States Government."
- f. The recipient must provide the USAID AOR, with two copies of all program and communications materials produced under this award.
- g. The recipient may request an exception from USAID marking requirements when USAID marking requirements would: 08/22/2013 Partial Revision
- (1) Compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials;
  - (2) Diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent ;

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- (3) Undercut host-country government "ownership" of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications;
  - (4) Impair the functionality of an item;
  - (5) Incur substantial costs or be impractical;
  - (6) Offend local cultural or social norms, or be considered inappropriate; or
  - (7) Conflict with international law.
- h. The recipient may submit a waiver request of the marking requirements of this provision or the Marking Plan, through the AOR, when USAID-required marking would pose compelling political, safety, or security concerns, or have an adverse impact in the cooperating country.
- (1) Approved waivers "flow down" to subagreements, including subawards and contracts, unless specified otherwise. The waiver may also include the removal of USAID markings already affixed, if circumstances warrant.
  - (2) USAID determinations regarding waiver requests are subject to appeal by the recipient, by submitting a written request to reconsider the determination to the cognizant Assistant Administrator.
- i. The recipient must include the following marking provision in any subagreements entered into under this award:

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

[END OF PROVISION]

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