

REQUEST FOR PROPOSAL

Issue Date: June 18, 2010

RFP Number : 3879-412-Lesotho-2

Last Date to submit questions: June 25, 2010

Closing Date: July 8, 2010

RFP: Mid-term qualitative assessment of participants' experiences and perceptions of community dialogues as a way to discuss and affect Concurrent Sexual Partnership Practices

Ladies/Gentlemen:

The Academy for Educational Development (AED), a USAID recipient, is hereby seeking a proposal from qualified organizations to carry out the follow-up survey on multiple and concurrent sexual partners among Basotho men fully described in the Scope of Work section of this Request for Proposals (RFP). This service is being procured for the USAID **Communication for Change Program (C-Change)**. This activity is managed by AED. In issuing this RFP, AED/C-Change is not acting as an agent or on behalf of USAID, and USAID is not a party to any subcontract resulting from this RFP.

If your firm will be submitting a proposal, please submit one electronic copy of your proposal, and all supporting documents, duly completed and signed (scanned signatures are acceptable) to Adrienne Shade via email at ashade@aed.org. If you decide to submit a proposal, it must be received no later than **5:00 PM, Washington, DC time July 8, 2010**. All proposals submitted must be valid for a period of at least ninety (90) calendar days from the closing date indicated above. All proposals, and modifications to them, should be submitted with the name and address of the offeror and RFP Number inscribed thereon, to:

AED Contact: Adrienne Shade
1825 Connecticut Ave NW
Washington, DC 20009
EMAIL: ashade@aed.org

Evaluation and ranking of proposals will be done by an AED/C-Change review committee. A Fixed Price Purchase Order Agreement will be awarded to the responsible offeror whose proposals are ranked in the competitive range against the stated selection criteria (cost, technical approach, capabilities and prior experience) on similar projects. Once the Fixed Price Purchase Order Agreement is awarded, the offeror must return a signed copy of the same to AED/C-Change within twenty-four (24) hours.

Issuance of this RFP does not constitute an award commitment on the part of AED/C-Change nor does it commit AED/C-Change to pay for the costs incurred in the submission of a proposal. Furthermore, AED/C-Change reserves the right to reject any or all bids received, and to negotiate

separately with an offeror, if such action is considered to be in the best interest of AED/C-Change client organization, the United States Agency for International Development. Only the winning offeror(s) will be contacted.

Please read the instructions carefully before submitting your proposal. Any discrepancy in following the instructions or provisions may disqualify your proposal without recourse or an appeal for reconsideration at any stage.

Any explanation desired by a prospective offeror regarding the meaning or interpretation of this solicitation must be requested in writing by June 25, 2010. Written responses will be emailed to all prospective offerors and any additional information given to a prospective offeror will be considered an amendment of the solicitation and will be provided to all other prospective offerors.

Respectfully,



REQUEST FOR PROPOSALS

Mid-term qualitative assessment of participants' experiences and perceptions of community dialogues as a way to discuss and affect Concurrent Sexual Partnership Practices

I. Background and Principal Objectives

The HIV prevalence rate among adults aged 15–49 in Lesotho was estimated at 23.2% in 2008¹, making it the third highest in the world. It is estimated that there are around 270,000 people living with HIV and AIDS in the country, with 60 people dying every day from AIDS complications.

Multiple and concurrent partnerships (MCP) spread HIV more effectively than serial relationships because the infected partner is more likely to have sex with more than one individual during the period of greatest infectivity. Evidence suggests that MCP constitute a significant driver of the HIV and AIDS epidemic in Lesotho. The Modes of Transmission study, undertaken by the Lesotho National AIDS Commission, estimates that MCP is linked to more than 60% of all new HIV infections. Furthermore, concurrent partnerships often go unreported by the person with more than one partner and in Lesotho, between 35% and 62% of incident HIV infections in 2008 occurred among people who had a single sexual partner². In addition, the prevalence among women who stated that they have only had sex with their spouse or cohabiting partner is estimated to be between 27.4% and 37.2%³.

The Lesotho National HIV and AIDS Policy (2006) also identified transactional and intergenerational sex as important drivers of the epidemic. These high-risk behaviors are in turn associated with underlying socio-economic factors, such as high unemployment, poverty, and food insecurity.

Findings from a survey of 1600 men in Lesotho, undertaken by C-Change of the Academy for Educational Development (AED), suggests that while Basotho have high levels of HIV and AIDS awareness, it does not necessarily affect sexual behaviors such as MCP. For example, 45% of men in the survey reported having more than one sexual partner at the time of the survey. Of these men, 79% knew that every new partner increased risk and 92% said that they would be concerned about their health if they knew that one of their partners had other partners.

¹ Khototlo M et al. (2009). *Lesotho: HIV prevention response and modes of transmission analysis*. Maseru, Lesotho National AIDS Commission.

² Ibid.

³ Ibid.

Furthermore, only 13% of men engaged in MCP used a condom with their regular partner.⁴

The C-Change Program

C-Change is supporting the National AIDS Commission (NAC) and the Ministry of Health and Social Welfare (MoHSW) in their collaboration to reduce the prevalence of MCP behavior through a series of behavior change communication (BCC) initiatives. A short-term MCP communication campaign comprising mass media and community-based outreach components was launched in January 2009 and a follow-up longer-term campaign began in the middle of 2009. The focus of the C-Change campaign was to promote open dialogue about HIV and MCP, while educating and mobilizing communities to effectively implement further interventions to lower MCP prevalence. This was addressed through a series of Community Dialogues which were facilitated and managed by C-Change partners in 5 districts across Lesotho: Maseru, Leribe, Butha-Buthe, Mafeteng and Berea

The program is called *Relationship: Intimacy Without Risk*, and includes a facilitator's guide, training manual, and materials to train local Sesotho facilitators to carry out discussion sessions that aim to stimulate deeper dialogue and discussion around relationship issues and HIV prevention. During the conversations, participants reflect on how they can improve their relationships and sexual lives without taking on extra lovers. The sessions are spread over 11 weeks and are designed to help mobilize and engage communities in conversations that encourage and empower them to address their own concerns with the practice of MCP.

II. Scope of Work

The selected research firm, hereafter referred to as the “Contractor,” shall be responsible for ensuring that all aspects of the implementation of the data collection are carried out with the highest quality in order to ensure the most accurate results are obtained. The following is a brief description of the protocol that will be used to guide this research activity.

The purpose of this qualitative assessment is to determine the effectiveness of the dialogues conducted in Lesotho from mid-2009 through September 2010. This qualitative evaluation will focus on the participants’ of the intervention and their perspectives and assessments of the intervention itself. The intervention, described in the previous section, is being carried out in 5 districts across Lesotho.

The evaluation will gather information from participants in order to learn from them how well the community dialogues worked in improving communications in their communities on such topics as Multiple and Concurrent Sexual Partnerships, Cross-generational sexual patterns, and transactional sex.

The work being carried out through this SOW is to conduct a series of focus groups and in-depth

⁴ Volle, J., J. Foreit, T. Letsatsi, and A. Tan. 2009. A baseline survey of multiple and concurrent sexual partnerships among Basotho men in Lesotho. Washington DC: C-Change/AED.

interviews with female and male participants of the Community Dialogues in order to gain their insights and perspectives. In order to conduct this qualitative evaluation, the research team will first need to develop a protocol and budget that meets C-Change's need for the focus groups and in-depth interviews. Included in the protocol should be the focus group discussion guides and the in-depth interview guides. The remainder of this SOW provides guidance on key sections of the protocol and should each be addressed in clear and precise language.

Target Population

Women and men who participated in C-Change community dialogues from mid-2009 to September 2010

Methodology

Please describe in great detail how you would organize and facilitate Focus groups and in-depth interviews. This should include the selection of facilitators, training of facilitators, procedures for recruitment of participants, estimated number of focus groups by target group segmentation, estimated number of in-depth interviews by target group, logistics for conducting focus groups and interviews, transcription and translation plans, analysis procedures, and plans for writing up the final report. In order to gather an appropriate depth of information, it is recommended that the selected research firm will conduct at least 3 focus groups with 7 – 10 women each and at least 3 focus groups with at least 7 – 10 men each in each of the 5 districts. In-depth interviews should be carried out with at least 5 women and 5 men in each of the 5 districts for a total of 50 interviews.

Key variables of interest

When developing the program and the field guides please ensure that you will be able to address the key variables of interest. These variables are:

- Perspectives on the use of the community dialogue for a sensitive topic like concurrent sexual practices
- What effect they think the dialogues have had on their community
- What effect has participation in the dialogue had on their communications/discussions with their own sexual partners
- How effective are community dialogues in discussing such topics
- Appropriateness of having community dialogues
- Perspective on the potential effect community dialogues can have on concurrent sexual practices
- Whether or not they think this approach will influence people to change this behavior, why or why not
- The degree to which they would like to see these community dialogues occur in the future

Data Quality Control

The data quality control system sets requirements for the vendor to use qualified persons to perform specific tasks, and meet acceptable work standards. It also states the explicit desired formats of any output and/or reports.

Data collection tools: The Contractor's transfer of data collection tools to its preferred operating template(s) will adhere to the flow of questions as presented in the final AED-approved data collection tool. Similarly, the Contractor will carefully review all translations to ensure retention of original intended meanings as reflected in the English version cleared with AED. Data collector training will only begin upon AED's clearance of the reformatted and translated tool, although further revisions to the translated text may be undertaken during training of data collectors.

Data collection: The vendor will share with AED the paper trail of CVs and Scopes of Work of field supervisors and data collectors, enumerator training plans (duration, materials, facilitators, trainee pre-test of questionnaires etc), and field monitoring plans prior to any training and/or data collection activity. Provision is to be made for AED to request, following review of proposed staff CVs and Scopes of Work, the use of appropriately qualified staff for designated tasks, and make recommendations for data collector training. Depending on the desired sample size, provision is to be made for AED to specify the maximum count of interviews per interviewer per day in order to minimize errors inherent with interviewer fatigue. Total data collection days required will be defined on the basis of recommendations for daily maximum count of interviews per data collector.

Data cleaning and preliminary analyses: The Vendor will clean data using appropriate software as agreed with AED and submit cleaned data to AED within the agreed timeline. All output from descriptive analyses and/or plots required as part of data inspection and exploration of the nature of variables will be presented in the formats agreed upon with AED at the time of contract.

Analysis

Describe the procedures that you will follow to transcribe, translate, synthesize and interpret the results of the focus groups and in-depth interviews.

Ethical considerations

Describe how you plan to obtain Voluntary Informed Consent and maintain the highest levels of confidentiality and protection of participants.

Deliverables

Item	Date
Field guides	By end of July 2010
Recruitment strategies and schedule for data collection	By end of July 2010
Interviewer Training Plan	By mid-August 2010

Data analysis plan	By end of August 2010
Translated transcripts from focus groups	By mid-October 2010
Data base with interview results	By mid-October 2010
Final Report	By end of November 2010

Timeline

Item	Date
Complete Protocol	By end of July 2010
Train interviewers	Last two weeks of August 2010
Collect data	September 2010
Analyze data	October 2010
Write-up final report	By end of November 2010

Budget

Please submit a line item budget detailing the costs and expenses.

V. Proposals

V.1 Proposal Guidelines

Proposals should include:

1. A detailed description of how the methodology described in this RFP shall be logistically implemented, how the team shall be managed, and what procedures shall be implemented to ensure the data is accurate and has been cleaned in preparation for analysis.
2. A short statement describing the organization's capability for best completing the assignment.
3. The organization's previous experience with similar activities (include sample reports or other documents such as training manuals, data analysis plans, etc. from previous work).
4. A list of references for the organization, including complete and current names, title and contact information (phone and or e-mail) for each.
5. A cost proposal (see Annex A). All budgets received must be in Excel.
6. Budget Notes. A brief narrative explanation and justification for each line item must be included in a separate section entitled "budget notes" and include data to support actual costs and/or methodologies to support cost estimates. Budget notes serve as justification for each cost included in a budget; they should be presented in such a way as to be easily referenced from the budget; and they should provide sufficient information so that AED may sufficiently review a proposed budget for reasonableness. All projected costs must be in accordance with the organization's standard practices and policies.
7. The resume and signed USAID 1420 form for all key personnel included in their proposals (see Annex B).
8. Complete contact information in order for AED to respond to proposals, respond to issues raised by offerors to this RFP, and negotiate the purchase order. Complete contact information includes names, titles, and responsibilities for personnel; organizational street and mailing addresses; and phone/fax numbers and e-mail addresses of key individuals. Any additional relevant administrative/organizational information should also be provided.
9. Financial documentation that can justify the overhead rate charged, if any (for example, a US government agency approved overhead rate (NICRA) or audit income statements).

The offeror should read the instructions carefully before submitting a proposal. Any discrepancy in following these instructions or contract provisions may disqualify a proposal without recourse on an appeal for reconsideration at any stage.

All written proposals submitted must be valid for a period of not less than ninety (90) calendar days from the closing date indicated above.

Although present plans are to enter into discussions with those firms most highly ranked following evaluation of proposals, AED reserves the right to award without discussions. Hence, proposals should be submitted initially on the most favorable terms, from a price and technical standpoint, which the offeror can submit to AED.

V. 2 Submission of Proposals

Proposals should be submitted by July 8, 2010 at the close of business 5PM Washington, DC time. Proposals should be submitted electronically to:

Postal Address:

Adrienne Shade
AED/C-Change
1825 Connecticut Ave NW
Washington, DC 20009
202-464-3864
ashade@aed.org

V. 3 Evaluation of Proposals

All proposals received by the stated closing date will be evaluated and ranked according to the conditions described in selection criteria below. Each proposal will be evaluated based on evidence of the following items:

Technical Scores

Study design

15 points

- Proposed number of groups
- Proposed number of interviews
- Drafted field guide for focus group
- Drafted interviewer guide

Logistics plan

25 points

- Description of recruitment of participants
- Description of recruitment of interviewers and facilitators
- Locations for collection to take place
- Description of how groups be facilitated
- Structure of research team

Staff experiences

25 points

- Experience in conducting focus groups and in-depth interviews
- Previous experience in analysis of qualitative data
- Experience with report writing in English

Staff skills

20 points

- Local language skills
- Transcription of local language tapes
- Translation of tapes and materials into English

Price

15 points

- Reasonableness of costs to complete the assignment
- Detailed and comprehensive cost presentation
- Concordance of the budget with the proposed activities in the field
- Description of travel logistics during data collection
- Description of data entry and data cleaning plan

The contractor(s) securing the highest score will be invited for negotiations. Only offerors who score 70 or greater against will be considered in the competitive range.

VI. Award and Notification of Selected Proposals

- 1 Prior to the expiration period of proposal validity, AED will notify the successful offeror who submitted the highest scoring proposal in writing by registered letter, email, or facsimile and invite it to negotiate the contract.
- 2 The aim is to reach agreement on all points, and draft an initial contract by the conclusion of negotiations.
- 3 Negotiations will commence with a discussion of the offeror's technical proposal, the proposed methodology, schedule of activities, staffing and any suggestions you may have made to improve upon the Scope of Work. Agreement must then be reached on the final deliverables, staffing, logistics and reporting. Special attention will be paid to define clearly the inputs required from AED to ensure satisfactory implementation of the assignment.
- 4 Changes agreed upon will then be reflected in the financial proposal, using proposed unit rates.
- 5 Having selected the Contractor on the basis of an evaluation of proposed key professional staff among other things, AED expects to negotiate a contract on the basis of the staff named in the proposal and, prior to contract negotiations, will require assurance that these staff will be actually available. AED will not consider substitutions during contract negotiations except in cases of unexpected delays in the starting date or incapacity of key professional staff for reasons of health.
- 6 The negotiations will be concluded with a review of the draft form of the contract. AED and the offeror shall finalize the contract to conclude negotiations.
- 7 The contract will be awarded after successful negotiations with the selected contractor. If negotiations fail, AED will invite the offeror having obtained the second highest score to contract negotiations.
8. Issuance of this Request for Proposal does not constitute an award commitment on the part of AED nor does it commit AED to pay for the costs incurred in the submission of a proposal to the RPP. Furthermore, AED reserves the right to reject any or all offers received and to negotiate separately with an offeror, if such action is considered to be in the best interest of AED's client organization, the U.S. Agency for International Development.
9. AED may evaluate offers in response to this solicitation without discussions and will award a contract to the responsible offeror whose offer, conforming to the solicitation, will be most advantageous to AED based on the technical factors specified in this solicitation and the price.

AED reserves the right to:

- (1) Reject any or all offers;
 - (2) Accept other than the lowest-price offer; and/or
 - (3) Waive informalities or minor irregularities in offers received.
10. Please note that if you consider that your firm does not have all the expertise for the assignment, there is no objection to your firm associating with another firm to enable a full range of expertise to be presented. However, joint ventures between firms on the shortlist are not permitted without the prior approval of AED. The request for a joint venture should be accompanied with full details of the proposed association.
11. **Work Product Presumptive Academy Property** :All writings, books, articles, computer programs, databases, source and object codes, and other material of any nature whatsoever, including trademarks, trade names, and logos, that is subject to copyright protection and reduced to tangible form in whole or in part by Vendor in the course of Vendor's service to AED shall be considered a work made for hire, or otherwise AED property. During this agreement and thereafter, Vendor agrees to take all actions and execute any documents that AED may consider necessary to obtain or maintain copyrights, whether during the application for copyright or during the conduct of an interference, infringement, litigation, or other matter (AED shall pay all related expenses). Vendor shall identify all materials in which Vendor intends to exempt from this provision prior to the use or development of such materials.
12. **Rights in Data:** The Vendor understands and agrees that AED may itself and permit others, including government agencies of the United States and other foreign governments, to reproduce any provided publications and materials through but not limited to the publication, broadcast, translation, creation of other versions, quotations there from, and otherwise utilize this work and material based on this work. During the agreement and thereafter, the Vendor agrees to take all actions and execute any documents that AED may consider necessary to obtain or maintain copyrights, whether during the application for copyright or during the conduct of an interference, infringement, litigation, or other matter (all related expenses to be borne by AED). The Vendor shall identify all materials it intends to exempt from this provision prior to the use or development of such materials. The Vendor shall defend, indemnify, and hold harmless AED against all claims, suits, costs, damages, and expenses that AED may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the work, or any infringement or violation by the work of any copyright or property right; and until such claim or suit has been settled.

VII. GENERAL TERMS & CONDITIONS

1. **Offer & Agreement.** The following terms together with such terms as are set forth on the face of this agreement, with such other documents as may be incorporated by reference or attached hereto, and with such additional terms as are approved in writing by the Academy for Educational Development Inc., hereinafter referred to as "AED" in any

Change Notice issued to this order, constitute the offer of AED to Vendor and shall, when accepted, constitute the entire order or contract between AED and Vendor. AED hereby gives notice of its objection to any different or additional terms. This agreement shall be deemed to have been accepted upon Vendor's signed acceptance on the cover of this order or commencement of performance (whichever is applicable). Any reference herein to any proposal, quotation, or other communication by Vendor shall, unless indicated to the contrary herein, be deemed to be limited to the description of the services and to be limited by the terms set forth or incorporated by reference herein.

2. Terms of Payment. Vendor shall invoice AED at the address indicated in Block 6 to the attention of the AED Purchase Agent (Block 10). Vendor shall be paid services not later than thirty (30) days after completion/acceptance of the required supplies and receipt of an acceptable invoice requesting payment.
3. Compliance with Law. Vendor's performance of work hereunder and all products to be delivered hereunder shall be in accordance with any and all applicable federal, state, municipal, other country-specific governmental agencies and local laws, ordinances, rules, orders, requirements and regulations as may be applicable under each jurisdiction covering the work, products or services provided under this agreement. Compliance with all laws shall include the payment of all applicable and required taxes resulting from this transaction.
4. Title and Risk of Loss. Title to and risk of loss of, each product and/or service to be delivered/provided hereunder shall, unless otherwise provided herein, pass from Vendor to AED upon acceptance of such product/service by AED.
5. Inspection. (a) All material and work in progress may be inspected by AED prior to final acceptance. If any inspection, whether preliminary or final, indicates any reasonable deficiency, then Vendor shall be given sufficient time to correct that deficiency. All inspections shall be performed in such manner as will not unreasonably delay the work. (b) Vendor shall work within professional standards and limitations specified on work statements, drawings and specifications covering the work and shall make such inspections as are deemed necessary to insure Vendor compliance, unless deviation therefrom is authorized in writing by AED. (c) All shipments of materials shall be subject to final inspection by AED after receipt by AED at destination. If material supplied or work performed by Vendor is found to be defective, Vendor shall be given the opportunity to correct any deficiencies within a reasonable period of time. If correction of such work is impracticable, Vendor shall bear all risk after notice of rejection and shall, if so requested by AED and at its own expense, promptly make all necessary replacements. Vendor shall provide immediate notice to AED of any potential failure on the part of its suppliers to provide supplies/services required hereunder. Vendor is responsible for any deficiency on the part of its suppliers. **VENDOR SHALL BE RESPONSIBLE FOR ANY COSTS OF REPROCUREMENT ADDITIONAL TO THE AGREED UPON PRICE HEREIN AS MAY BE NECESSARY FOR AED TO SECURE THE SUPPLIES/SERVICES AS A RESULT OF VENDOR'S INABILITY TO PERFORM.** (d) Final inspection and

acceptance by AED shall be conclusive except for latent defects, fraud, or such gross mistakes as amount to fraud or for any rights provided by any warranty of the product.

6. Force Majeure. The Vendor shall not be liable by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of Vendor. Such cases may include, but are not restricted to, acts of God, acts of government or municipal or other authorities, fires, floods, epidemics, quarantines, strikes, and labor disputes. Such causes do not include deficiencies on the part of its suppliers.
7. General Warranty. Vendor warrants all supplies/services to be free from all materials defects and expressly represents that all such required supplies/services are capable of providing/performing the function service for which they were intended. Vendor agrees to pass on all manufacturer's warranties to AED.
8. Liens. Vendor agrees to deliver/provide the products/services which are the subject-matter of this order to AED free and clear of all liens, claims, and encumbrances.
9. Termination. (a) This Order may be terminated upon default of either party in meeting its obligations hereunder. (b) This order may be terminated for convenience provided: (i) the AED provides ten days advance written notice to Vendor, (ii) Vendor shall be reimbursed all costs incurred to time of termination inclusive of any associated administrative costs, restocking charges, vendor cancellation charges and settlement costs, and (iii) mutual agreement of a complete and accurate termination settlement proposal by the Vendor. (c) This order may be terminated for constructive default in the event that the AED has reasonable cause to believe that the Vendor will not be able to complete the required supplies/services in accordance with the terms and conditions specified. In the event of failure of the Vendor to deliver/complete any part of this order, then AED shall, at its sole discretion, have the right to accept any delivered/completed part and unilaterally reduce the agreed upon price accordingly. (d) AED acceptance of partial deliveries shall not constitute a waiver of any of the Vendor's remaining obligations hereunder. (e) The preceding paragraph (d) shall not limit any legal rights of either party to cancel this order by reason of any default, and AED further reserves the right to cancel this order without further liability for articles not accepted by AED in the event Vendor commits an act of bankruptcy, files or has filed against the petition of bankruptcy or insolvency or suffers any receivership or other similar petition to be filed for or against it, or assignment.
10. Computer Software Licenses. Vendor agrees to specifically identify to AED any and all computer software licenses ("including shrink-wrap") as may convey to the AED. The Vendor agrees that any and all computer software developed in the performance of this order using AED monies shall, unless otherwise agreed, become and remain the property of AED.
11. Work Product Presumptive Academy Property. All writings, books, articles, computer programs, databases, source and object codes, and other material of any nature

whatsoever, including trademarks, trade names, and logos, that is subject to copyright protection and reduced to tangible form in whole or in part by Contractor in the course of Contractor's service to AED shall be considered a work made for hire, or otherwise AED property. During this agreement and thereafter, Contractor agrees to take all actions and execute any documents that AED may consider necessary to obtain or maintain copyrights, whether during the application for copyright or during the conduct of an interference, infringement, litigation, or other matter (AED shall pay all related expenses). Contractor shall identify all materials in which Contractor intends to exempt from this provision prior to the use or development of such materials.

12. **Rights in Data.** The Vendor understands and agrees that AED may itself and permit others, including government agencies of the United States and other foreign governments, to reproduce any provided publications and materials through but not limited to the publication, broadcast, translation, creation of other versions, quotations there from, and otherwise utilize this work and material based on this work. During the agreement and thereafter, the Vendor agrees to take all actions and execute any documents that AED may consider necessary to obtain or maintain copyrights, whether during the application for copyright or during the conduct of an interference, infringement, litigation, or other matter (all related expenses to be borne by AED). The Vendor shall identify all materials it intends to exempt from this provision prior to the use or development of such materials. The Vendor shall defend, indemnify, and hold harmless AED against all claims, suits, costs, damages, and expenses that AED may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the work, or any infringement or violation by the work of any copyright or property right; and until such claim or suit has been settled or withdrawn, AED may withhold any sums due the Vendor under this agreement.
13. **Indemnification.** The Vendor shall defend, indemnify, and hold harmless AED against all claims, suits, costs, damages, and expenses that AED may sustain by reason of Vendor's negligent or unlawful actions resulting from Vendor's performance under this agreement.
14. **Liquidated Damages.** If the Vendor fails to deliver the supplies or perform the services within the time specified in this agreement, AED may require that Vendor pay, in place of actual damages, liquidated damages in the amount of one percent (1%) of the agreement value for each day of delay. If AED terminates this agreement in whole or in part for default, as provided under section 9 above, Vendor is liable for liquidated damages accruing until such time that AED reasonably obtains delivery or performance from another vendor. These liquidated damages shall be in addition to any excess costs for re-purchase. Vendor will not be charged with liquidated damages when delay of delivery or performance is beyond the control and without the fault or negligence of the Vendor.
15. **Vendor Terms and Conditions.** The terms and conditions of this purchase order shall supercede any other terms and conditions except those expressly accepted by AED.

16. **Gratuities.** This agreement shall be terminated for cause in accordance with section 9 above should it be determined by AED that Vendor offered or gave a gratuity (e.g. entertainment, gift, services or money) to any AED employee or other persons responsible for or connected to those responsible for the decision to award this agreement or the acceptance of performance under this agreement and that gratuity was intended to obtain this award or favorable treatment during performance of the award.
17. **Debarment, Suspension, Ineligibility, and Voluntary Exclusion.** Vendor certifies by acceptance of this agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any U.S. Federal Government department of agency.
18. **Drug Trafficking.** AED and/or the US Government reserve the right to terminate this purchase order/subcontract to demand a refund or take other appropriate measures if the vendor is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.
19. **Terrorism E.O. 13224.** Vendor agrees to take all necessary actions to comply with Executive Order No. 13224 on Terrorist Financing; blocking and prohibiting transactions with persons who commit, threaten to commit, or support terrorism. (E.O. 13224 text provided and also available at:
<http://www.whitehouse.gov/news/releases/2001/09/20010924-1.html> Note: The attachment does not include the most current list after 23 September 2001; therefore, you are required to obtain updated information at the time of procurement of goods or services. The updated information is available at:
<http://treasury.gov/offices/enforcement/ofac/sanctions/terrorism.html> and
<http://www.un.org/Docs/sc/committees/1267>.

**SAMPLE BUDGET
FORMAT
in local currency**

Proposed Funding

Item	Rate	/Unit	Units	Amount
Salaries and Wages				
Position #1 - Name		/day		0
Position #2 - Name		/day		0
Position #3 - Name		/day		0
Total Salaries & Wages				0
Consultants				
Consultant Name - Activity		/day		0
Consultant Name - Activity				0
Total Conslutant				0
Travel & Transportation				
Activity #1:				
Local travel (# kms @ ?/km * #trips)		/activity		0
Per Diem (#people * #days)		/activity		0
Activity #2:				
Bus fare (#trips * #people)		/activity		0
Per Diem (#people * #days)		/activity		0
Total Travel & Transportation				0
Other Direct Costs				
Communications: Phone/Fax		/month		0
Postage/Courier		/month		0

Photocopying/Printing		/month		0
Supplies, expendable		/month		0
Total Other Direct Costs				0
TOTAL DIRECT COSTS				0
TOTAL INDIRECT COSTS		/XX		0
TOTAL COST				0

CONTRACTOR PERSONNEL BIOGRAPHICAL DATA SHEET

1. Applicant/Employee Name <i>(Last, First, Middle)</i>		2. Contractor's Name	
		Academy for Educational Development	
3. Applicant/Employee Address		4. Contract No.	5. Position Under Contract
		6. Proposed Salary <i>(in local currency)</i>	7. Proposed Salary <i>(in dollars for budget purposes)</i>

8. Telephone Number	9. Place of Birth	10. Citizenship

11. Country of Assignment/Hiring	12. Duration of Assignment/Employment

13. EDUCATION <i>(include all college or university degrees)</i>				14. LANGUAGE PROFICIENCY <i>(See instructions on reverse)</i>		
NAME AND LOCATION OF INSTITUTION	MAJOR	DEGREE	YEAR	LANGUAGE	Proficiency Speaking	Proficiency Reading

14. EMPLOYMENT HISTORY	COMPANY'S NAME AND ADDRESS		15. Salary: Net ___ Gross ___
POINT OF CONTACT & TELEPHONE #			16. Employment Period/Salary: <i>(most recent first/list currency paid)</i>
Give last three (3) years. List salaries separate for each year. Continue on separate page if necessary.			From To Amount

SPECIFIC CONSULTANT SERVICES <i>(give last three (3) years. Continue on separate page if necessary)</i>					
SERVICES PERFORMED	COMPANY'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #	Dates of Service <i>(MM/DD/YY)</i>		Daily Rate <i>(in local Currency)</i>	Days at Rate
		From	To		

18. CERTIFICATION: To the best of my knowledge the above facts as stated are true and correct.

Signature of Applicant/Employee	Date
---------------------------------	------

19. CONTRACTOR'S CERTIFICATION: *(To be signed by responsible representative of Contractor)*

Contractor certifies in submitting this form that it has taken reasonable steps (in accordance with sound business practices) to verify the information contained in this form. Contractor understands that USAID may rely on the accuracy of such information in negotiating and reimbursing personnel under this contract. The making of certifications that are false, fictitious, or fraudulent, or that are based on inadequately verified information, may result in appropriate remedial action by USAID, taking into consideration all of the pertinent facts and circumstances, ranging from refund claims to criminal prosecution.

Signature of Contractor's Representative	Date
--	------

INSTRUCTIONS

Applicant/Employee to complete blocks 1, 3, 8-10, 13-17 and sign block 18.

Indicate your language proficiency in block 14 using the following numeric Interagency Language Roundtable levels (Foreign Service Institute levels). Also, the following provides brief descriptions of proficiency levels 2, 3, 4, and 5. "S" indicates speaking ability and "R" indicates reading ability. For more in depth description of the levels refer to USAID Handbook 28.

2 Limited working proficiency

S Able to satisfy routine social demands and limited work requirements.

R Sufficient comprehension to read simple, authentic written material in a form equivalent to usual printing or typescript on familiar subjects.

3 General professional proficiency

S Able to speak the language with sufficient structural accuracy and vocabulary to participate effectively in most formal and informal conversations.

R Able to read within a normal range of speed and with almost complete comprehension.

4 Advanced professional proficiency

S Able to use the language fluently and accurately on all levels.

R Nearly native ability to read and understand extremely difficult or abstract prose, colloquialisms and slang.

5 Functional native proficiency

S Speaking proficiency is functionally equivalent to that of a highly articulate well-educated native speaker.

R Reading proficiency is functionally equivalent to that of the well-educated native reader.

PAPERWORK REDUCTION ACT INFORMATION

The information requested by this form is necessary for prudent management and administration of public funds under USAID contracts. The information helps USAID estimate overseas logistic support and allowances; the educational information provides an indication of qualifications; the salary information is used as a means of cost monitoring and to help determine reasonableness of proposed salary.

PAPERWORK REDUCTION ACT NOTICE

Public reporting burden for this collection of information is estimated to average thirty minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to:

United States Agency for International Development
Procurement Policy Division (M/OP/P)
Washington, DC 20523-1435;

And

Office of Management and Budget
Paperwork Reduction Project (0412-0520)
Washington, DC 20503

Additional Terms and Conditions

C-CHANGE BRANDING/MARKING PLAN

Upon signature of this contract, Vendor agrees to take all necessary actions to comply with the attached Branding/Marking Plan (Annex A)

VOLUNTARY POPULATION PLANNING (MAY 2006)

Requirements for Voluntary Sterilization Programs

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

Prohibition on Abortion-Related Activities:

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

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

VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (MAY 2006)

a. Voluntary Participation and Family Planning Methods:

(1) The recipient agrees to take any steps necessary to ensure that funds made available under this award will not be used to coerce any individual to practice methods of family planning inconsistent with such individual's moral, philosophical, or religious beliefs. Further, the recipient agrees to conduct its activities in a manner which safeguards the rights, health and welfare of all individuals who take part in the program.

(2) Activities which provide family planning services or information to individuals, financed in whole or in part under this agreement, shall provide a broad range of family planning methods and services available in the country in which the activity is conducted or shall provide information to such individuals regarding where such methods and services may be obtained.

b. Requirements for Voluntary Family Planning Projects

(1) A Family planning project must comply with the requirements of this paragraph.

(2) A project is a discrete activity through which a governmental or nongovernmental organization or public international organization provides family planning services to people and for which funds obligated under this award, or goods or services financed with such funds, are provided under this award, except funds solely for the participation of personnel in short-term, widely attended training conferences or programs.

(3) Service providers and referral agents in the project shall not implement or be subject to quotas or other numerical targets of total number of births, number of family planning acceptors, or acceptors of a particular method of family planning. Quantitative estimates or indicators of the number of births, acceptors, and acceptors of a particular method that are used for the purpose of budgeting, planning, or reporting with respect to the project are not quotas or targets under this paragraph, unless service providers or referral agents in the project are required to achieve the estimates or indicators.

(4) The project shall not include the payment of incentives, bribes, gratuities or financial rewards to (i) any individual in exchange for becoming a family planning acceptor or (ii) any personnel performing functions under the project for achieving a numerical quota or target of total number of births, number of family planning acceptors, or acceptors of a particular method of contraception. This restriction applies to salaries or payments paid or made to personnel performing functions under the project if the amount of the salary or payment increases or decreases based on a predetermined number of births, number of family planning acceptors, or number of acceptors of a particular method of contraception that the personnel affect or achieve.

(5) No person shall be denied any right or benefit, including the right of access to participate in any program of general welfare or health care, based on the person's decision not to accept family planning services offered by the project.

(6) The project shall provide family planning acceptors comprehensible information about the health benefits and risks of the method chosen, including those conditions that might render the use of the method inadvisable and those adverse side effects known to be consequent to the use of the method. This requirement may be satisfied by providing information in accordance with

the medical practices and standards and health conditions in the country where the project is conducted through counseling, brochures, posters, or package inserts.

(7) The project shall ensure that experimental contraceptive drugs and devices and medical procedures are provided only in the context of a scientific study in which participants are advised of potential risks and benefits.

(8) With respect to projects for which USAID provides, or finances the contribution of, contraceptive commodities or technical services and for which there is no subaward or contract under this award, the organization implementing a project for which such assistance is provided shall agree that the project will comply with the requirements of this paragraph while using such commodities or receiving such services.

(9) i) The recipient shall notify USAID when it learns about an alleged violation in a project of the requirements of subparagraphs (3), (4), (5) or (7) of this paragraph;

ii) the recipient shall investigate and take appropriate corrective action, if necessary, when it learns about an alleged violation in a project of subparagraph (6) of this paragraph and shall notify USAID about violations in a project affecting a number of people over a period of time that indicate there is a systemic problem in the project.

iii) The recipient shall provide USAID such additional information about violations as USAID may request.

c. Additional Requirements for Voluntary Sterilization Programs

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

(2) The recipient shall ensure that any surgical sterilization procedures supported in whole or in part by funds from this award are performed only after the individual has voluntarily appeared at the treatment facility and has given informed consent to the sterilization procedure. Informed consent means the voluntary, knowing assent from the individual after being advised of the surgical procedures to be followed, the attendant discomforts and risks, the benefits to be expected, the availability of alternative methods of family planning, the purpose of the operation and its irreversibility, and the option to withdraw consent anytime prior to the operation. An individual's consent is considered voluntary if it is based upon the exercise of free choice and is not obtained by any special inducement or any element of force, fraud, deceit, duress, or other forms of coercion or misrepresentation.

(3) Further, the recipient shall document the patient's informed consent by (i) a written consent document in a language the patient understands and speaks, which explains the basic elements of informed consent, as set out above, and which is signed by the individual and by the attending physician or by the authorized assistant of the attending physician; or (ii) when a patient is unable to read adequately a written certification by the attending physician or by the authorized assistant of the attending physician that the basic elements of informed consent above were orally presented to the patient, and that the patient thereafter consented to the performance of the operation. The receipt of this oral explanation shall be acknowledged by the patient's mark on the certification and by the signature or mark of a witness who shall speak the same language as the patient.

(4) The recipient must retain copies of informed consent forms and certification documents for each voluntary sterilization for a period of three years after performance of the sterilization procedure.

d. Prohibition on Abortion-Related Activities:

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

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

I. Grants and Cooperative Agreements with U.S. Nongovernmental Organizations

(1) The recipient agrees that it will not furnish assistance for family planning under this award to any foreign nongovernmental organization that performs or actively promotes abortion as a method of family planning in USAID-recipient countries or that provides financial support to any other foreign nongovernmental organization that conducts such activities. For purposes of this paragraph (e), a foreign nongovernmental organization is a nongovernmental organization that is not organized under the laws of any State of the United States, the District of Columbia or the Commonwealth of Puerto Rico.

(2) Prior to furnishing funds provided under this award to another nongovernmental organization organized under the laws of any State of the United States, the District of Columbia, or the Commonwealth of Puerto Rico, the recipient shall obtain the written agreement of such organization that the organization shall not furnish assistance for family planning under this award to any foreign nongovernmental organization except under the conditions and requirements that are applicable to the recipient as set forth in this paragraph (e).

(3) The recipient may not furnish assistance for family planning under this award to a foreign nongovernmental organization (the subrecipient) unless: (i) The subrecipient certifies in writing that it does not perform or actively promote abortion as a method of

family planning in USAID- recipient countries and does not provide financial support to any other foreign nongovernmental organization that conducts such activities; and (ii) The recipient obtains the written agreement of the subrecipient containing the undertakings described in subparagraph (4) below.

(4) Prior to furnishing assistance for family planning under this award to a subrecipient, the subrecipient must agree in writing that:

(i) The subrecipient will not, while receiving assistance under this award, perform or actively promote abortion as a method of family planning in USAID-recipient countries or provide financial support to other foreign nongovernmental organizations that conduct such activities;

(ii) The recipient and authorized representatives of USAID may, at any reasonable time: (A) inspect the documents and materials maintained or prepared by the subrecipient in the usual course of its operations that describe the family planning activities of the subrecipient, including reports, brochures and service statistics; (B) observe the family planning activity conducted by the subrecipient; (C) consult with family planning personnel of the subrecipient; and (D) obtain a copy of the audited financial statement or report of the subrecipient, if there is one;

(iii) In the event that the recipient or USAID has reasonable cause to believe that a subrecipient may have violated its undertaking not to perform or actively promote abortion as a method of family planning, the recipient shall review the family planning program of the subrecipient to determine whether a violation of the undertaking has occurred. The subrecipient shall make available to the recipient such books and records and other information as may be reasonably requested in order to conduct the review. USAID may also review the family planning program of the subrecipient under these circumstances, and USAID shall have access to such books and records and information for inspection upon request;

(iv) The subrecipient shall refund to the recipient the entire amount of assistance for family planning furnished to the subrecipient under this award in the event it is determined that the certification provided by the subrecipient under subparagraph (3), above, is false;

(v) Assistance for family planning provided to the subrecipient under this award shall be terminated if the subrecipient violates any undertaking in the agreement required by subparagraphs (3) and (4), and the subrecipient shall refund to the recipient the value of any assistance furnished under this award that is used to perform or actively promote abortion as a method of family planning; and

(vi) The subrecipient may furnish assistance for family planning under this award to another foreign nongovernmental organization (the sub-subrecipient) only if: (A) the sub-subrecipient certifies in writing that it does not perform or actively promote abortion as a

method of family planning in USAID-recipient countries and does not provide financial support to any other foreign nongovernmental organization that conducts such activities; and (B) the subrecipient obtains the written agreement of the sub-subrecipient that contains the same undertakings and obligations to the subrecipient as those provided by the subrecipient to the recipient as described in subparagraphs (4)(i)-(v) above.

(5) Agreements with subrecipients and sub-subrecipients required under subparagraphs (3) and (4) shall contain the definitions set forth in subparagraph (10) of this paragraph (e).

(6) The recipient shall be liable to USAID for a refund for a violation of any requirement of this paragraph (e) only if: (i) the recipient knowingly furnishes assistance for family planning to a subrecipient who performs or actively promotes abortion as a method of family planning; or (ii) the certification provided by a subrecipient is false and the recipient failed to make reasonable efforts to verify the validity of the certification prior to

furnishing assistance to the subrecipient; or (iii) the recipient knows or has reason to know, by virtue of the monitoring which the recipient is required to perform under the terms of this award, that a subrecipient has violated any of the undertakings required under subparagraph (4) and the recipient fails to terminate assistance for family planning to the subrecipient, or fails to require the subrecipient to terminate assistance to a sub-subrecipient that violates any undertaking of the agreement required under subparagraph 4(vi), above. If the recipient finds, in exercising its monitoring responsibility under this award, that a subrecipient or sub-subrecipient receives frequent requests for the information described in subparagraph (10)(iii)(A)(II), below, the recipient shall verify that this information is being provided properly in accordance with subparagraph (10)(iii)(A)(II) and shall describe to USAID the reasons for reaching its conclusion.

(7) In submitting a request to USAID for approval of a recipient's decision to furnish assistance for family planning to a subrecipient, the recipient shall include a description of the efforts made by the recipient to verify the validity of the certification provided by the subrecipient. USAID may request the recipient to make additional efforts to verify the validity of the certification. USAID will inform the recipient in writing when USAID is satisfied that reasonable efforts have been made. If USAID concludes that these efforts are reasonable within the meaning of subparagraph (6) above, the recipient shall not be liable to USAID for a refund in the event the subrecipient's certification is false unless the recipient knew the certification to be false or misrepresented to USAID the efforts made by the recipient to verify the validity of the certification.

(8) It is understood that USAID may make independent inquiries, in the community served by a subrecipient or sub-subrecipient, regarding whether it performs or actively promotes abortion as a method of family planning.

(9) A subrecipient must provide the certification required under subparagraph (3) and a sub-subrecipient just provide the certification required under subparagraph (4)(vi) each time a new agreement is executed with the subrecipient or sub-subrecipient in furnishing assistance for family planning under the award.

(10) The following definitions apply for purposes of this paragraph (e):

(i) Abortion is a method of family planning when it is for the purpose of spacing births. This includes, but is not limited to, abortions performed for the physical or mental health of the mother, but does not include abortions performed if the life of the mother would be endangered if the fetus were carried to term or abortions performed following rape or incest (since abortion under these circumstances is not a family planning act).

(ii) To perform abortions means to operate a facility where abortions are performed as a method of family planning. Excluded from this definition are clinics or hospitals that do not include abortion in their family planning programs. Also excluded from this definition is the treatment of injuries or illnesses caused by legal or illegal abortions, for example, postabortion care.

(iii) To actively promote abortion means for an organization to commit resources, financial or other, in a substantial or continuing effort to increase the availability or use of abortion as a method of family planning. (A) This includes, but is not limited to, the following:

(I) Operating a family planning counseling service that includes, as part of the regular program, providing advice and information regarding the benefits and availability of abortion as a method of family planning;

(II) Providing advice that abortion is an available option in the event other methods of family planning are not used or are not successful or encouraging women to consider abortion (passively responding to a question regarding where a safe, legal abortion may be obtained is not considered active promotion if the question is specifically asked by a woman who is already pregnant, the woman clearly states that she has already decided to have a legal abortion, and the family planning counselor reasonably believes that the ethics of the medical profession in the country requires a response regarding where it may be obtained safely);

(III) Lobbying a foreign government to legalize or make available abortion as a method of family planning or lobbying such a government to continue the legality of abortion as a method of family planning; and

(IV) Conducting a public information campaign in USAID-recipient countries regarding the benefits and/or availability of abortion as a method of family planning.

(B) Excluded from the definition of active promotion of abortion as a method of family planning are referrals for abortion as a result of rape or incest, or if the life of the mother would be endangered if the fetus were carried to term. Also excluded from this definition is the treatment of injuries or illnesses caused by legal or illegal abortions, for example, post-abortion care.

(C) Action by an individual acting in the individual's capacity shall not be attributed to an organization with which the individual is associated, provided that the organization neither endorses nor provides financial support for the action and takes reasonable steps to ensure that the individual does not improperly represent that the individual is acting on behalf of the organization.

(iv) To furnish assistance for family planning to a foreign nongovernmental organization means to provide financial support under this award to the family planning program of the organization, and includes the transfer of funds made available under this award or goods or services financed with such funds, but does not include the purchase of goods or services from an organization or the participation of an individual in the general training programs of the recipient, subrecipient or sub-subrecipient.

(v) To control an organization means the possession of the power to direct or cause the direction of the management and policies of an organization.

(11) In determining whether a foreign nongovernmental organization is eligible to be a subrecipient or sub-subrecipient of assistance for family planning under this award, the action of separate nongovernmental organizations shall not be imputed to the subrecipient or sub-subrecipient,

unless, in the judgment of USAID, a separate nongovernmental organization is being used as a sham to avoid the restrictions of this paragraph (e). Separate nongovernmental organizations are those that

have distinct legal existence in accordance with the laws of the countries in which they are organized. Foreign organizations that are separately organized shall not be considered separate, however, if one is controlled by the other. The recipient may request USAID's approval to treat as separate the family planning activities of two or more organizations, that

would not be considered separate under the preceding sentence, if the recipient believes, and provides a written justification to USAID therefore, that the family planning activities of the organizations are sufficiently distinct so as to warrant not imputing the activity of one to the other. (12) Assistance for family planning may be furnished under this award

by a recipient, subrecipient or sub-subrecipient to a foreign government event though the government includes abortion in its family planning program, provided that no assistance may be furnished in support of the abortion activity of the government and any funds transferred to the government shall be placed in a segregated account to ensure that such funds may not be used to support the abortion activity of the government. (13) The requirements of this paragraph are not applicable to child spacing assistance furnished to a foreign nongovernmental organization that is engaged primarily in providing health services if the objective of the assistance is to finance integrated health care services to mothers and children and child spacing is one of several health care services being provided by the organization as part of a larger child survival effort with the objective of reducing infant and child mortality.

II. Grants and Cooperative Agreements with Non-U.S., Nongovernmental Organizations

(1) The recipient certifies that it does not now and will not during the term of this award perform or actively promote abortion as a method of family planning in USAID-recipient countries or provide financial support to any other foreign nongovernmental organization that conducts such activities. For purposes of this paragraph (e), a foreign nongovernmental organization is a nongovernmental organization that is not organized under the laws of any State of the United States, the District of Columbia or the Commonwealth of Puerto Rico.

(2) The recipient agrees that the authorized representative of USAID may, at any reasonable time: (i) inspect the documents and materials maintained or prepared by the recipient in the usual course of its operations that describe the family planning activities of the recipient, including reports, brochures and service statistics; (ii) observe the family planning activity conducted by the recipient, (iii) consult with the family planning personnel of the recipient; and (iv) obtain a copy of the audited financial statement or report of the recipient, if there is one.

(3) In the event USAID has reasonable cause to believe that the recipient may have violated its undertaking not to perform or actively promote abortion as a method of family planning, the recipient shall make available to USAID such books and records and other information as USAID may reasonably request in order to determine whether a violation of the undertaking has occurred.

(4) The recipient shall refund to USAID the entire amount of assistance for family planning furnished under this award in the event it is determined that the certification provided by the recipient under subparagraph (1), above, is false.

(5) Assistance for family planning to the recipient under this award shall be terminated if the recipient violates any undertaking required by this paragraph (e), and the recipient shall refund to USAID the value of any assistance furnished under this award that is used to perform or actively promote abortion as a method of family planning.

(6) The recipient may not furnish assistance for family planning under this award to a foreign nongovernmental organization (the subrecipient) unless: (i) the subrecipient certifies in writing that it does not perform or actively promote abortion as a method of family planning in USAID-recipient countries and does not provide financial support to any other foreign nongovernmental organization that conducts such activities; and (ii) the recipient obtains the written agreement of the subrecipient containing the undertakings described in subparagraph (7), below.

(7) Prior to furnishing assistance for family planning under this award to a subrecipient, the subrecipient must agree in writing that:

(i) The subrecipient will not, while receiving assistance under this award, perform or actively promote abortion as a method of family planning in USAID-recipient countries or provide financial support to other nongovernmental organizations that conduct such activities.

(ii) The recipient and authorized representatives of USAID may, at any reasonable time: (A) inspect the documents and materials maintained or prepared by the subrecipient in the usual course of its operations that describe the family planning activities of the subrecipient, including reports, brochures and service statistics; (B) observe the family planning activity conducted by the subrecipient; (C) consult with family planning personnel of the subrecipient; and (D) obtain a copy of the audited financial statement or report of the subrecipient, if there is one.

(iii) In the event the recipient or USAID has reasonable cause to believe that a subrecipient may have violated its undertaking not to perform or actively promote abortion as a method of family planning, the recipient shall review the family planning program of the subrecipient to determine whether a violation of the undertaking has occurred. The subrecipient shall make available to the recipient such books and records and other information as may be reasonably requested in order to conduct the review. USAID may also review the family planning program of the subrecipient under these circumstances, and USAID shall have access to such books and records and information for inspection upon request.

(iv) The subrecipient shall refund to the recipient the entire amount of assistance for family planning furnished to the subrecipient under this award in the event it is determined that the certification provided by the subrecipient under subparagraph (6), above, is false.

(v) Assistance for family planning to the subrecipient under this award shall be terminated if the subrecipient violates any undertaking required by this paragraph (e), and the subrecipient shall refund to the recipient the value of any assistance furnished under this award that is used to perform or actively promote abortion as a method of family planning.

(vi) The subrecipient may furnish assistance for family planning under this award to another foreign nongovernmental organization (the sub-subrecipient) only if: (A) the sub-subrecipient certifies in writing that it does not perform or actively promote abortion as a method of family planning in USAID-recipient countries and does not provide financial support to any other foreign nongovernmental organization that conducts

such activities; and (B) the subrecipient obtains the written agreement of the sub-subrecipient that contains the same undertakings and obligations to the subrecipient as those provided by the subrecipient to the recipient as described in subparagraphs (7)(i)-(v), above.

(8) Agreements with subrecipients and sub-subrecipients required under subparagraphs (6) and (7) shall contain the definitions set forth in subparagraph (13) of this paragraph (e).

(9) The recipient shall be liable to USAID for a refund for a violation by a subrecipient relating to its certification required under subparagraph (6) or by a subrecipient or a sub-subrecipient relating to its undertakings in the agreement required under subparagraphs (6) and (7) only if: (i) the recipient knowingly furnishes assistance for family planning to a subrecipient that performs or actively promotes abortion as a method of family planning; or (ii) the certification provided by a subrecipient is

false and the recipient failed to make reasonable efforts to verify the validity of the certification prior to furnishing assistance to the subrecipient; or (iii) the recipient knows or has reason to know, by virtue of the monitoring that the recipient is required to perform under the terms of this award, that a subrecipient has violated any of the undertakings required under subparagraph (7) and the recipient fails to terminate assistance for family planning to the subrecipient, or fails to require the subrecipient to terminate assistance to a sub-subrecipient that violates any undertaking of the agreement required under subparagraph 7(vi), above. If the recipient finds, in exercising its monitoring responsibility under this award, that a subrecipient or sub-subrecipient receives frequent requests for the information described in subparagraph (13)(iii)(A)(II), below, the recipient shall verify that this information is being provided properly in accordance with subparagraph 13(iii)(A)(II) and shall describe to USAID the reasons for reaching its conclusion.

(10) In submitting a request to USAID for approval of a recipient's decision to furnish assistance for family planning to a subrecipient, the recipient shall include a description of the efforts made by the recipient to verify the validity of the certification provided by the subrecipient. USAID may request the recipient to make additional efforts to verify the validity of the certification. USAID will inform the recipient in writing when USAID is satisfied that reasonable efforts have been made. If USAID concludes that these efforts are reasonable within the meaning of subparagraph (9) above, the recipient shall not be liable to USAID for a refund in the event the subrecipient's certification is false unless the recipient knew the certification to be false or misrepresented to USAID the efforts made by the recipient to verify the validity of the certification.

(11) It is understood that USAID may make independent inquiries, in the community served by a subrecipient or sub-subrecipient, regarding whether it performs or actively promotes abortion as a method of family planning.

(12) A subrecipient must provide the certification required under subparagraph (6) and a sub-subrecipient must provide the certification required under subparagraph (7)(vi) each time a new agreement is executed with the subrecipient or sub-subrecipient in furnishing assistance for family planning under this award.

(13) The following definitions apply for purposes of paragraph (e):

(i) Abortion is a method of family planning when it is for the purpose of spacing births. This includes, but is not limited to, abortions performed for the physical or mental health of the mother but does not include abortions performed if the life of the mother would be endangered if the fetus were carried to term or abortions performed following rape or incest (since abortion under these circumstances is not a family planning act).

(ii) To perform abortions means to operate a facility where abortions are performed as a method of family planning. Excluded from this definition are clinics or hospitals that do not include abortion in their family planning programs. Also excluded from this definition is the treatment of injuries or illnesses caused by legal or illegal abortions, for example, post-abortion care.

(iii) To actively promote abortion means for an organization to commit resources, financial or other, in a substantial or continuing effort to increase the availability or use of abortion as a method of family planning.

(A) This includes, but is not limited to, the following:

(I) Operating a family planning counseling service that includes, as part of the regular program, providing advice and information regarding the benefits and availability of abortion as a method of family planning;

(II) Providing advice that abortion is an available option in the event other methods of family planning are not used or are not successful or encouraging women to consider abortion (passively responding to a question regarding where a safe, legal abortion may be obtained is not considered active promotion if the question is specifically asked by a woman who is already pregnant, the woman clearly states that she has already decided to have a legal abortion, and the family planning counselor reasonably believes that the ethics of the medical profession in the country requires a response regarding where it may be obtained safely);

(III) Lobbying a foreign government to legalize or make available abortion as a method of family planning or lobbying such a government to continue the legality of abortion as a method of family planning; and

(IV) Conducting a public information campaign in USAID-recipient countries regarding the benefits and/or availability of abortion as a method of family planning.

(B) Excluded from the definition of active promotion of abortion as a method of family planning are referrals for abortion as a result of rape or incest or if the life of the mother would be endangered if the fetus were carried to term. Also excluded from this definition is the treatment of injuries or illnesses caused by legal or illegal abortions, for example, post-abortion care.

(C) Action by an individual acting in the individual's own capacity shall not be attributed to an organization with which the individual is associated, provided that the organization neither endorses nor provides financial support for the action and takes reasonable steps to ensure that the individual does not improperly represent the individual is acting on behalf of the organization.

(iv) To furnish assistance for family planning to a foreign nongovernmental organization means to provide financial support under this award to the family planning program of the organization, and includes the transfer of funds made available under this award or goods or services financed with such funds, but does not include the purchase of goods or services from an organization or the participation of an individual in the general training programs of the recipient, subrecipient or sub-subrecipient.

(v) To control an organization means the possession of the power to direct or cause the direction of the management and policies of an organization.

(14) In determining whether a foreign nongovernmental organization is eligible to be a recipient, subrecipient or sub-subrecipient of assistance for family planning under this award, the action of separate nongovernmental organizations shall not be imputed to the recipient, subrecipient or sub-subrecipient, unless, in the judgment of USAID, a separate nongovernmental organization is being used as a sham to avoid the restrictions of this paragraph (e). Separate nongovernmental organizations are those that have distinct legal existence in accordance with the laws of the countries in which they are organized. Foreign organizations that are separately organized shall not be considered separate, however, if one is controlled by the other. The recipient may request USAID's approval to treat as separate the family planning activities of two or more organizations, which would not be considered separate under the preceding sentence, if the recipient believes, and provides a written justification to USAID therefore, that the family planning activities of the organizations are sufficiently distinct so as to warrant not imputing the activity of one of the other.

(15) Assistance for family planning may be furnished under this award by a recipient, subrecipient or sub-subrecipient to a foreign government even though the government includes abortion in its family planning program, provided that no assistance may be furnished in support of the abortion activity of the government and any funds transferred to the government shall be placed in a segregated account to ensure that such funds may not be used to support the abortion activity of the government.

(16) The requirements of this paragraph are not applicable to child spacing assistance furnished to a foreign nongovernmental organization that is engaged primarily in providing health services if the objective of the assistance is to finance integrated health care services to mothers and children and child spacing is one of several health care services being provided by the organization as part of a larger child survival effort with the objective of reducing infant and child mortality.

III. Exceptions

The paragraphs set forth in sections (I) and (II) above are not applicable in the situations described below:

(1) While the paragraphs are to be used in grants and cooperative agreements (and assistance subagreements) that provide financing for family planning activity or activities, if family planning is a component of an activity involving assistance or other purposes, such as food and nutrition, health for education, paragraph (e), "Ineligibility of Foreign Nongovernmental Organizations that Perform or Actively Promote Abortion as a Method of Family Planning," applies only to the family planning component.

(2) When health or child survival funds are used to provide assistance for child spacing as well as health purposes, these paragraphs are applicable to such assistance unless: (a) the foreign nongovernmental organization is one that primarily provides health services; (b) the objective of the assistance is to finance integrated health care services to mothers and children; and (c) child spacing is one of several health care services being provided as part of a larger child survival effort with the objective of reducing infant and child mortality. These paragraphs need not be included in the assistance agreement if it indicates that assistance for child spacing will be provided only in this way. USAID support under these circumstances is considered a contribution to a health service delivery program and not to a family planning program. In such a case, these paragraphs need not be included in an assistance agreement.

(3) These paragraphs need not be included in assistance agreements with United States nongovernmental organizations for family planning purposes if implementation of the activity does not involve assistance to foreign nongovernmental organizations.

f. The recipient shall insert paragraphs (a), (b), (c), (d) and (f) of this provision in all subsequent subagreements and contracts involving family planning or population activities that will be supported in whole or in part from funds under this award. Paragraph (e) shall be inserted in subagreements and sub-subagreements in accordance with the terms of paragraph e. The term subagreements means subgrants and subcooperative agreements."

ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (JULY 2004)

The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this agreement may be used to promote, support or advocate the legalization or practice of prostitution. Nothing in the preceding sentence shall be construed to preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked. Foreign organizations, whether prime or subrecipients, that receive U.S. Government funds to fight trafficking in persons cannot promote, support or advocate the legalization or practice of prostitution when they are engaged in overseas activities. The preceding sentence shall not apply to organizations that provide services to individuals solely after they are no longer engaged in activities that resulted from such victims being trafficked.

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. This fact sheet may be accessed at:

http://www.usaid.gov/our_work/global_health/aids/TechAreas/prevention/condomfactsheet.html

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

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

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

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

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

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

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

(A) sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(B) the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(C) The recipient shall insert this provision in all sub-agreements under this award.

(D) This provision includes express terms and conditions of the agreement and any violation of it shall be grounds for unilateral termination, in whole or in part, of the agreement by USAID prior to the end of its term.

PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (JUNE 2005)

a. The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

b. Except as noted in the second sentence of this paragraph, as a condition of entering into this agreement or any subagreement, a non-governmental organization or public international organization recipient/subrecipient must have a policy explicitly opposing prostitution and sex trafficking. The following organizations are exempt from this paragraph: the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.

c. The following definition applies for purposes of this provision:

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act. 22 U.S.C. 7102(9).

d. The recipient shall insert this provision, which is a standard provision, in all subagreements.

e. This provision includes express terms and conditions of the agreement and any violation of it shall be grounds for unilateral termination of the agreement by USAID prior to the end of its term.

AAPD 05-04 AMENDMENT 1, IMPLEMENTATION OF THE UNITED STATES LEADERSHIP AGAINST HIV/AIDS, TUBERCULOSIS AND MALARIA ACT OF 2003 – ELIGIBILITY LIMITATION ON THE USE OF FUNDS AND OPPOSITION TO PROSTITUTION AND SEX TRAFFICKING (AUG 2007)

Organizational Integrity Guidance:

USAID contractors, grantees and recipients of cooperative agreements (“Recipients”) must have objective integrity and independence from any affiliated organization that engages in activities inconsistent with a policy opposing prostitution and sex-trafficking (“restricted activities”). A Recipient will be found to have objective integrity and independence from such an organization if:

(1) The affiliated organization is a legally separate entity;

(2) The affiliated organization receives no transfer of Leadership Act funds, and Leadership Act funds do not subsidize restricted activities; and

(3) The Recipient is physically and financially separate from the affiliated organization. Mere bookkeeping separation of Leadership Act funds from other funds is not sufficient. USAID will determine, on a case-by-case basis and based on the totality of the facts, whether sufficient physical and financial separation exists. The presence or absence of any one or more factors will not be determinative. Factors relevant to this determination shall include but will not be limited to:

(i) The existence of separate personnel, management, and governance;

(ii) The existence of separate accounts, accounting records, and timekeeping records;

(iii) The degree of separation from facilities, equipment and supplies used by the affiliated organization to conduct restricted activities, and the extent of such restricted activities by the affiliate;

(iv) The extent to which signs and other forms of identification which distinguish the Recipient from the affiliated organization are present, and signs and materials that could be associated with the affiliated organization or restricted activities are absent; and

(v) The extent to which USAID, the U.S. Government and the project name are protected from public association with the affiliated organization and its restricted activities in materials such as publications, conferences and press or public statements.

NB: For the purposes of this section, the Federal Acquisition Regulation (FAR) subpart 2.101 defines "Affiliates" as follows:

"Affiliates" means associated business concerns or individuals if, directly or indirectly—

(1) Either one controls or can control the other; or

(2) A third party controls or can control both.