



# USAID | NICARAGUA

FROM THE AMERICAN PEOPLE

July 27, 2006

Mr. Federico Sacasa  
President and CEO  
Caribbean Central American Action (CCAA)  
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Washington, DC 20036

Tel (202) 466-7464  
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Subject: **Cooperative Agreement No. 524-A-00-06-00010-00**

Dear Mr. Sacasa:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development (USAID) hereby awards to CCAA (hereinafter referred to as the "Recipient"), the sum of \$4,993,642 to provide support for a program in Nicaragua to Fundación Nicaraguense para el Desarrollo Económico y Social (FUNIDES): "Producir para Prosperar" as described in the Schedule of this award and in Attachment 2, entitled "Program Description."

This award is effective and obligation is made as of the date of this letter and shall apply to expenditures made by the Recipient in furtherance of program objectives during the period beginning with the effective date and ending July 26, 2009. USAID will not be liable for reimbursing the Recipient for any costs in excess of the obligated amount.

This agreement is made to CCAA, on condition that the funds will be administered in accordance with the terms and conditions as set forth in 22 CFR 226, entitled "Administration of Assistance Awards to U.S. Non-Governmental Organizations"; Attachment 1, entitled "Schedule"; Attachment 2, entitled "Program Description"; and Attachment 3 entitled "Standard Provisions."

Please sign the original and each copy of this letter to acknowledge your receipt of the award, and return the original and all but one copy to the undersigned.

Sincerely yours,

Braden Enroth  
Regional Agreement Officer



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**CCAA’s Proposed Branding and Marking Plan**

## SCHEDULE

### A.1 PURPOSE OF AGREEMENT

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

### A.2 PERIOD OF AGREEMENT

1. The effective date of this Agreement is July 27, 2006. The estimated completion date of this Agreement is July 26, 2009.

2. Funds obligated hereunder are available for program expenditures for the estimated period through September 30, 2007.

### A.3 AMOUNT OF AWARD AND PAYMENT

1. The total estimated amount of this Award for the period shown in A.2.1 above is \$4,993,642.

2. USAID hereby obligates the amount of \$2,000,000 for program expenditures during the period set forth in A.2.2 above and as shown in the Budget below. The recipient will be given written notice by the Agreement Officer if additional funds will be added. USAID is not obligated to reimburse the recipient for the expenditure of amounts in excess of the total obligated amount.

3. Payment shall be made to the Recipient by Advance Payment in accordance with procedures set forth in 22 CFR 226.

4. Additional funds up to the total amount of the grant shown in A.3.1 above may be obligated by USAID subject to the availability of funds, satisfactory progress of the project, and continued relevance to USAID programs.

### A.4 BUDGET

The following is the Agreement Budget, including local cost financing items, if authorized. Revisions to this budget shall be made in accordance with 22 CFR 226.25.

Item	FY 06 July-Sept.	FY 07 Oct.06-Sept.07	FY 08 Oct.07-Sept.08	FY 09 Oct.08-Sept.09	Program Total
<b>1) FUNIDES Organization</b>	<b>\$190,226</b>	<b>\$ 634,892</b>	<b>\$481,450</b>	<b>\$397,450</b>	<b>\$1,704,018</b>
FUNIDES-Staff based in Nicaragua	\$70,800	\$ 269,700	\$282,500	\$250,400	\$ 873,400
FUNIDES Travel	\$15,045	\$ 31,444	\$ 22,100	\$ 22,100	\$ 90,689
Contractual	\$30,000	\$165,000	\$ 15,000	\$ 0.00	\$ 210,000
Supplies	\$ 8,500	\$ 19,500	\$ 19,500	\$ 15,600	\$ 63,100
Procurement-FUNIDES Office computer equipment	\$10,330	\$ 6,898			\$ 17,228
FUNIDES-Direct Office costs	\$55,551	\$142,350	\$142,350	\$109,350	\$ 449,601

Item	FY 06 July-Sept.	FY 07 Oct.06-Sept.07	FY 08 Oct.07-Sept.08	FY 09 Oct.08-Sept.09	Program Total
<b>2) Publications &amp; Marketing</b>	<b>\$210,300</b>	<b>\$ 33,750</b>	<b>\$ 20,250</b>	<b>\$ 13,500</b>	<b>\$ 277,800</b>
Publish Libro Azul 2006	\$ 5,400				\$ 5,400
Publish Plan de Gobierno 2007-20012	\$ 14,400				\$ 14,400
Contractual	\$190,500	\$33,750	\$20,250	\$13,500	\$ 258,000
<b>3)“Encuentros” Meetings</b>	<b>\$ 13,688</b>	<b>\$396,280</b>	<b>\$464,720</b>	<b>\$249,520</b>	<b>\$1,124,208</b>
Meetings	\$ 4,240	\$290,000	\$337,200	\$160,400	\$ 791,840
Contractual	\$ 3,600	\$ 49,000	\$ 58,000	\$ 43,000	\$ 153,600
Supplies	\$ 5,848	\$ 57,280	\$ 69,520	\$ 46,120	\$ 178,768
<b>4) FUNIDES Program: Economic Analysis</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$ 70,000</b>	<b>\$ 670,000</b>
<b>5) CCAA Management &amp; Other Direct Costs</b>	<b>\$114,865</b>	<b>\$402,346</b>	<b>\$391,772</b>	<b>\$308,633</b>	<b>\$1,217,616</b>
Personnel	\$ 61,959	\$251,267	\$256,414	\$202,521	\$ 772,161
Travel	\$ 24,847	\$104,658	\$ 91,838	\$ 71,553	\$ 292,896
CCAA Office equipment	\$ 10,066				\$ 10,066
Other Direct Costs	\$ 17,993	\$ 46,422	\$ 43,520	\$ 34,559	\$ 142,493
<b>Total Program Estimated Costs</b>	<b>\$729,079</b>	<b>\$1,667,268</b>	<b>\$1,558,192</b>	<b>\$1,039,103</b>	<b>\$4,993,642</b>

**NOTE:** CCAA has proposed a total of in-kind leverage in the amount of \$9,193,620 as broken down in the table below.

Program	FY06 June - Sept		FY07 Oct 06 - Sept 07		FY08 Oct 07 - Sept 08		FY09 Oct 08- June 09		TOTAL	
	USAID Share	Partners Share	USAID Share	Partners Share	USAID Share	Partners Share	USAID Share	Partners Share	USAID Share	Partners Share
FUNIDES Organization	\$190,226	\$9,800	\$634,892	\$37,100	\$481,450	\$46,200	\$397,450	\$50,400	\$1,704,018	\$143,500
Publications & Marketing	\$210,300	\$6,720	\$33,750	\$11,200	\$20,250		\$13,500		\$277,800	\$17,920
"Encuentros" Meetings	\$13,688	\$175,450	\$396,280	\$2,814,250	\$464,720	\$3,687,500	\$249,520	\$2,325,000	\$1,124,208	\$9,002,200
FUNIDES Programs: Economic Analysis	\$200,000		\$200,000	\$10,000	\$200,000	\$10,000	\$70,000	\$10,000	\$670,000	\$30,000
CCAA Management & Other Direct Costs	\$114,865		\$402,346		\$391,772		\$308,633		\$1,217,616	
<b>Total</b>	<b>\$729,078</b>	<b>\$191,970</b>	<b>\$1,667,268</b>	<b>\$2,872,550</b>	<b>\$1,558,192</b>	<b>\$3,743,700</b>	<b>\$1,039,103</b>	<b>\$2,385,400</b>	<b>\$4,993,642</b>	<b>\$9,193,620</b>

## A.5 REPORTING AND EVALUATION

### 1. Financial Reporting

The Recipient shall submit an original and two copies of financial reports. Financial Reports shall be in keeping with 22 CFR 226.52.

In accordance with 22 CFR 226.52, the SF 269 and SF 272 will be required on a quarterly basis. The recipient shall submit these forms in the following manner:

1) The SF 272 and 272a (if necessary) will be submitted via electronic format to the U.S. Department of Health and Human Services (<http://www.dpm.psc.gov>). A copy of this form shall also be simultaneously submitted to the Agreement Officer and the Cognizant Technical Officer.

2) The SF 269 or 269a (as appropriate) shall be submitted to the Cognizant Technical officer with one copy to the Agreement Officer

3) In accordance with 22 CFR 226.70-72 the original and two copies of final financial reports shall be submitted as follows: M/FM, the Agreement Officer, and the CTO.

The electronic version of the final SF 272 or 272a shall be submitted to HHS in accordance with paragraph (1) above.

### 2. Program Reporting

The Recipient shall submit one original and two copies of a performance report to the Cognizant Technical Officer and the Agreement Officer. The performance reports are required to be submitted quarterly and shall contain the following information: (1) Description of activities implemented; (2) results and impact of each activity; and (3) list of new or changes to Government of Nicaragua policies, laws, or regulations that improve the trade and investment climate and that the program helped to initiate.

### 3. Final Report

The Recipient shall submit the original and one copy to the Cognizant Technical Officer and the Agreement Officer at USAID/Nicaragua and one copy, in electronic (preferred) or paper form of final documents to one of the following: (a) Via E-mail: [docssubmit@dec.cdie.org](mailto:docssubmit@dec.cdie.org) ; (b) Via Development Experience Clearinghouse, 8403 Colesville Road, Suite 210, Silver Spring, MD 20910, USA; (c) Via Fax: (301) 588-7787; or (d) Online: <http://www.dec.org/index.cfm?fuseaction=docSubmit.home>. The final report shall contain the following information: (1) Description of activities implemented; (2) results and impact of each activity; (3) list of new or changes to Government of Nicaragua policies, laws, or regulations that improve the trade and investment climate and that the program helped to initiate; (4) lessons learned from the program; and (5) recommendations for future activities.

#### **A.6 SPECIAL PROVISIONS**

The recipient should refer to PD-15 USAID Policy Determination: Assistance to Support Agricultural Export Development <http://www.usaid.gov/policy/ads/200/pd15.pdf>

The recipient must comply with 22 CFR 216, USAID's Environmental Policy and Procedures.

Participant training conducted under this Agreement shall comply with the policies and essential procedures pertaining to training-related services contained in USAID Automated Directive System (ADS) Chapter 253 "Training for Development". The current version of Chapter 253 may be obtained directly from the USAID website at <http://www.usaid.gov/policy/ads/200/253.pdf>.

The recipient must comply with the Provision on Workers's Rights as follows:

#### **WORKERS' RIGHTS**

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

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

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

#### **A.7 INDIRECT COST RATE**

N/A



## **A.8 TITLE TO PROPERTY**

Property Title will be vested with the Recipient if the Recipient will continue to use the property for the same purpose. Otherwise, property title will be vested with the Government of Nicaragua as per the Strategic objective Agreement

## **A.9 AUTHORIZED GEOGRAPHIC CODE**

The authorized geographic code for procurement of goods and services under this award is 000.

## **A.10 PROGRAM INCOME**

The Recipient shall account for Program Income in accordance with 22 CFR 226.24. Program Income under this award shall be used (1) Added to funds committed by USAID and the recipient to the project or program, and used to further eligible project or program objectives.

## **A.11 SUBSTANTIAL INVOLVEMENT**

Substantial involvement shall be limited to the elements listed below:

- 1) Approval of the recipient's Work Plans. The first Annual Work Plan will be submitted in draft within 45 days of the award. USAID will review the draft work Plan within 15 days. The final Work Plan will be due no later than 90 days after the award of the agreement. Annual Work Plans will be submitted to USAID by October 30 of 2007 and 2008.
- 2) Approval of specified key personnel including: (1) FUNIDES Executive Director; and (2) Coordinator of Development and Alliances.
- 3) Agency and recipient collaboration or joint participation. USAID will serve as a non voting member of the FUNIDES Board's Executive Committee.

## **A.12 COMMUNICATIONS PRODUCTS (October 1994)**

This provision shall be included in every award over \$25,000.

(a) Definition - Communications products are any printed material (other than non-color photocopy material), photographic services or video production services.

(b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the agreement or approved in writing by the agreement officer. A copy of the standards for USAID-financed publications and video productions is attached.

(c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the agreement schedule or in writing by the Agreement Officer:

- 1) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.

(2) Any communication products that will be sent directly to, or is likely to be seen by, a Member of Congress or Congressional staffer.

(3) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to PPC/CDIE and other USAID/W offices for internal use).

(END OF STANDARD PROVISION)

**PROGRAM DESCRIPTION**

CCAA's revised application submitted on July 19, 2006 and revised budget received on July 26, 2006 is hereby incorporated by reference as the Program Description.

## **MANDATORY STANDARD PROVISIONS FOR U.S., NONGOVERNMENTAL RECIPIENTS**

### **C.1 APPLICABILITY OF 22 CFR PART 226 (May 2005)**

(a) All provisions of 22 CFR Part 226 and all Standard Provisions attached to this agreement are applicable to the recipient and to subrecipients which meet the definition of "Recipient" in Part 226, unless a section specifically excludes a subrecipient from coverage. The recipient shall assure that subrecipients have copies of all the attached standard provisions.

(b) For any subawards made with Non-US subrecipients the Recipient shall include the applicable "Standard Provisions for Non-US Nongovernmental Grantees." Recipients are required to ensure compliance with subrecipient monitoring procedures in accordance with OMB Circular A-133.

### **C.2 INELIGIBLE COUNTRIES (MAY 1986)**

Unless otherwise approved by the USAID Agreement Officer, funds will only be expended for assistance to countries eligible for assistance under the Foreign Assistance Act of 1961, as amended, or under acts appropriating funds for foreign assistance.

### **C.3 NONDISCRIMINATION (MAY 1986)**

No U.S. citizen or legal resident shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this award on the basis of race, color, national origin, age, handicap, or sex.

### **C.4 NONLIABILITY (NOVEMBER 1985)**

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

### **C.5 AMENDMENT (NOVEMBER 1985)**

The award may be amended by formal modifications to the basic award document or by means of an exchange of letters between the Agreement Officer and an appropriate official of the recipient.

### **C.6 NOTICES (NOVEMBER 1985)**

Any notice given by USAID or the recipient shall be sufficient only if in writing and delivered in person, mailed, or cabled as follows:

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

To recipient, at recipient's address shown in the award or to such other address designated within the award. Notices shall be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

### **C.7 SUBAGREEMENTS (JUNE 1999)**

Subrecipients, subawardees, and contractors have no relationship with USAID under the terms of this agreement. All required USAID approvals must be directed through the recipient to USAID.

**C.8 OMB APPROVAL UNDER THE PAPERWORK REDUCTION ACT  
(APRIL 1998)**

Information collection requirements imposed by this grant are covered by OMB approval number 0412-0510; the current expiration date is 4/30/2005. Identification of the Standard Provision containing the requirement and an estimate of the public reporting burden (including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information) are set forth below.

Standard Provision -----	Burden Estimate -----
Air Travel and Transportation	1 (hour)
Ocean Shipment of Goods	.5
Patent Rights	.5
Publications	.5
Negotiated Indirect Cost Rates - (Predetermined and Provisional)	1
Voluntary Population Planning	.5
Protection of the Individual as a Research Subject	1

22 CFR 226 -----	Burden Estimate -----
22 CFR 226.40-.49 Procurement of Goods and Services	1
22 CFR 226.30 - .36 Property Standards	1.5

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Procurement, Policy Division (M/OP/P) U.S. Agency for International Development, Washington, DC 20523-7801 and to the Office of Management and Budget, Paperwork Reduction Project (0412-0510), Washington, DC 20503.

**C.9 USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (April 1998)**

(This provision is not applicable to goods or services which the recipient provides with private funds as part of a cost-sharing requirement, or with Program Income generated under the award.)

(a) Ineligible and Restricted Goods and Services: USAID's policy on ineligible and restricted goods and services is contained in ADS Chapter 312.

(1) Ineligible Goods and Services. Under no circumstances shall the recipient procure any of the following under this award:

- (i) Military equipment,
- (ii) Surveillance equipment,
- (iii) Commodities and services for support of police or other law enforcement activities,
- (iv) Abortion equipment and services,
- (v) Luxury goods and gambling equipment, or
- (vi) Weather modification equipment.

(2) Ineligible Suppliers. Funds provided under this award shall not be used to procure any goods or services furnished by any firms or individuals whose name appears on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs." USAID will provide the recipient with a copy of these lists upon request.

(3) Restricted Goods. The recipient shall not procure any of the following goods and services without the prior approval of the Agreement Officer:

- (i) Agricultural commodities,
- (ii) Motor vehicles,
- (iii) Pharmaceuticals,
- (iv) Pesticides,
- (v) Used equipment,
- (vi) U.S. Government-owned excess property, or
- (vii) Fertilizer.

Prior approval will be deemed to have been met when:

- (i) the item is of US source/origin;
- (ii) the item has been identified and incorporated in the program description or schedule of the award (initial or revisions), or amendments to the award; and
- (iii) the costs related to the item are incorporated in the approved budget of the award.

Where the item has not been incorporated into the award as described above, a separate written authorization from the Agreement Officer must be provided before the item is procured.

(b) Source and Nationality: The eligibility rules for goods and services based on source and nationality are divided into two categories. One applies when the total procurement element during the life of the award is over \$250,000, and the other applies when the total procurement element during the life of the award is not over \$250,000, or the award is funded under the Development Fund for Africa (DFA) regardless of the amount. The total procurement element includes procurement of all goods (e.g., equipment, materials, supplies) and services. Guidance on the eligibility of specific goods or services may be obtained from the Agreement Officer. USAID policies and definitions on source, origin and nationality are contained in 22 CFR Part 228, Rules on Source, Origin and Nationality for Commodities and Services Financed by the Agency for International Development, which is incorporated into this Award in its entirety.

(1) For DFA funded awards or when the total procurement element during the life of this award is valued at \$250,000 or less, the following rules apply:

(i) The authorized source for procurement of all goods and services to be reimbursed under the award is USAID Geographic Code 935, "Special Free World," and such goods and services must meet the source, origin and nationality requirements set forth in 22 CFR Part 228 in accordance with the following order of preference:

- (A) The United States (USAID Geographic Code 000),
- (B) The Cooperating Country,
- (C) USAID Geographic Code 941, and
- (D) USAID Geographic Code 935.

(ii) Application of order of preference: When the recipient procures goods and services from other than U.S. sources, under the order of preference in paragraph (b)(1)(i) above, the recipient shall document its files to justify each such instance. The documentation shall set forth the circumstances surrounding the procurement and shall be based on one or more of the following reasons, which will be set forth in the grantee's documentation:

(A) The procurement was of an emergency nature, which would not allow for the delay attendant to soliciting U.S. sources,

(B) The price differential for procurement from U.S. sources exceeded by 50% or more the delivered price from the non-U.S. source,

(C) Compelling local political considerations precluded consideration of U.S. sources,

(D) The goods or services were not available from U.S. sources, or

(E) Procurement of locally available goods and services, as opposed to procurement of U.S. goods and services, would best promote the objectives of the Foreign Assistance program under the award.

(2) When the total procurement element exceeds \$250,000 (unless funded by DFA), the following applies: Except as may be specifically approved or directed in advance by the Agreement Officer, all goods and services financed with U.S. dollars, which will be reimbursed under this award must meet the source, origin and nationality requirements set forth in 22 CFR Part 228 for the authorized geographic code specified in the schedule of this award. If none is specified, the authorized source is Code 000, the United States.

(c) Printed or Audio-Visual Teaching Materials: If the effective use of printed or audio-visual teaching materials depends upon their being in the local language and if such materials are intended for technical assistance projects or activities financed by USAID in whole or in part and if other funds including U.S.-owned or U.S.-controlled local currencies are not readily available to finance the procurement of such materials, local language versions may be procured from the following sources, in order of preference:

- (1) The United States (USAID Geographic Code 000),
- (2) The Cooperating Country,
- (3) "Selected Free World" countries (USAID Geographic Code 941), and
- (4) "Special Free World" countries (USAID Geographic Code 899).

(d) If USAID determines that the recipient has procured any of these goods or services under this award contrary to the requirements of this provision, and has received payment for such purposes, the Agreement Officer may require the recipient to refund the entire amount of the purchase.

This provision must be included in all subagreements which include procurement of goods or services which total over \$5,000.

#### **C.10 DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (January 2004)**

a. The recipient agrees to notify the Agreement Officer immediately upon learning that it or any of its principals:

- (1) Are presently excluded or disqualified from covered transactions by any

Federal department or agency;

(2) Have been convicted within the preceding three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;

(3) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b); and

(4) Have had one or more public transactions (Federal, State, or local) terminated for cause or default within the preceding three years.

b. The recipient agrees that, unless authorized by the Agreement Officer, it will not knowingly enter into any subagreements or contracts under this grant with a person or entity that is included on the Excluded Parties List System (<http://epls.arnet.gov>). The recipient further agrees to include the following provision in any subagreements or contracts entered into under this award:

**DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION  
(DECEMBER 2003)**

The recipient/contractor certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any Federal department or agency.

c. The policies and procedures applicable to debarment, suspension, and ineligibility under USAID-financed transactions are set forth in 22 CFR Part 208.

[END OF PROVISION]

**C.11 DRUG-FREE WORKPLACE (JANUARY 2004)**

a. The recipient agrees that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any Federal award. The statement must

(1) Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;

(2) Specify the actions the recipient will take against employees for violating that prohibition; and

(3) Let each employee know that, as a condition of employment under any award, he or she

- (i) Must abide by the terms of the statement, and
- (ii) Must notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than five calendar days after the conviction.

b. The recipient agrees that it will establish an ongoing drug-free awareness



program to inform employees about

- (i) The dangers of drug abuse in the workplace;
- (ii) Your policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation and employee assistance programs; and
- (iv) The penalties that you may impose upon them for drug abuse violations occurring in the workplace.

c. Without the Agreement Officer's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this award or the completion date of this award, whichever occurs first.

d. The recipient agrees to immediately notify the Agreement Officer if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the number of each award on which the employee worked. The notification must be sent to the Agreement Officer within ten calendar days after the recipient learns of the conviction.

e. Within 30 calendar days of learning about an employee's conviction, the recipient must either

(1) Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or

(2) Require the employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

f. The policies and procedures applicable to violations of these requirements are set forth in 22 CFR Part 210.

[END OF PROVISION]

## **C. 12 EQUAL PROTECTION OF THE LAWS FOR FAITH-BASED AND COMMUNITY ORGANIZATIONS (February 2004)**

a. The recipient may not discriminate against any beneficiary or potential beneficiary under this award on the basis of religion or religious belief. Accordingly, in providing services supported in whole or in part by this agreement or in its outreach activities related to such services, the recipient may not discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice;

b. The Federal Government must implement Federal programs in accordance with the Establishment Clause and the Free Exercise Clause of the First Amendment to the Constitution. Therefore, if the recipient engages in inherently religious activities, such as worship, religious instruction, and proselytization, it must offer those services at a different time or location from any programs or services directly funded by this award, and participation by beneficiaries in any such inherently religious activities must be voluntary.

c. If the recipient makes subawards under this agreement, faith-based organizations should be eligible to participate on the same basis as other organizations, and should not be discriminated against on the basis of their religious character or affiliation.

[END OF PROVISION]

**C.13 IMPLEMENTATION OF E.O. 13224 -- EXECUTIVE ORDER ON TERRORIST FINANCING (March 2002)**

The Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all contracts/subawards issued under this agreement.

[END OF PROVISION]

**C.14. MARKING UNDER USAID-FUNDED ASSISTANCE INSTRUMENTS (December 2005)**

**(a) Definitions**

**Commodities** mean any material, article, supply, goods or equipment, excluding recipient offices, vehicles, and non-deliverable items for recipient's internal use, in administration of the USAID funded grant, cooperative agreement, or other agreement or subagreement.

**Principal Officer** means the most senior officer in a USAID Operating Unit in the field, e.g., USAID Mission Director or USAID Representative. For global programs managed from Washington but executed across many countries, such as disaster relief and assistance to internally displaced persons, humanitarian emergencies or immediatepost conflict and political crisis response, the cognizant Principal Officer may be an Office Director, for example, the Directors of USAID/W/Office of Foreign Disaster Assistance and Office of Transition Initiatives. For non-presence countries, the cognizant Principal Officer is the Senior USAID officer in a regional USAID Operating Unit responsible for the non-presence country, or in the absence of such a responsible operating unit, the Principal U.S Diplomatic Officer in the non-presence country exercising delegated authority from USAID.

**Programs** mean an organized set of activities and allocation of resources directed toward a common purpose, objective, or goal undertaken or proposed by an organization to carry out the responsibilities assigned to it.

**Projects** include all the marginal costs of inputs (including the proposed investment) technically required to produce a discrete marketable output or a desired result (for example, services from a fully functional water/sewage treatment facility).

**Public communications** are documents and messages intended for distribution to audiences external to the recipient's organization. They include, but are not limited to, correspondence, publications, studies, reports, audio visual productions, and other informational products; applications, forms, press and promotional materials used in connection with USAID funded programs, projects or activities, including signage and plaques; Web sites/Internet activities; and events such as training courses, conferences, seminars, press conferences and so forth.

**Subrecipient** means any person or government (including cooperating country government) department, agency, establishment, or for profit or nonprofit organization that receives a USAID subaward, as defined in 22 C.F.R. 226.2.

**Technical Assistance** means the provision of funds, goods, services, or other foreign assistance, such as loan guarantees or food for work, to developing countries and other USAID recipients, and through such recipients to subrecipients, in direct support of a development objective – as opposed to the internal management of the foreign assistance program.

**USAID Identity (Identity)** means the official marking for the United States Agency for International Development (USAID), comprised of the USAID logo or seal and new brandmark, with the tagline that clearly communicates that our assistance is “from the American people.” The USAID Identity is available on the USAID website at [www.usaid.gov/branding](http://www.usaid.gov/branding) and USAID provides it without royalty, license, or other fee to recipients of USAID-funded grants, or cooperative agreements, or other assistance awards.

### **(b) Marking of Program Deliverables**

(1) All recipients must mark appropriately all overseas programs, projects, activities, public communications, and commodities partially or fully funded by a USAID grant or cooperative agreement or other assistance award or subaward with the USAID Identity, of a size and prominence equivalent to or greater than the recipient's, other donor's, or any other third party's identity or logo.

(2) The Recipient will mark all program, project, or activity sites funded by USAID, including visible infrastructure projects (for example, roads, bridges, buildings) or other programs, projects, or activities that are physical in nature (for example, agriculture, forestry, water management) with the USAID Identity. The Recipient should erect temporary signs or plaques early in the construction or implementation phase. When construction or implementation is complete, the Recipient must install a permanent, durable sign, plaque or other marking.

(3) The Recipient will mark technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities and other promotional, informational, media, or communications products funded by USAID with the USAID Identity.

(4) The Recipient will appropriately mark events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences and other public activities, with the USAID Identity. Unless directly prohibited and as appropriate to the surroundings, recipients should display additional materials, such as signs and banners, with the USAID Identity. In circumstances in which the USAID Identity cannot be displayed visually, the recipient is encouraged otherwise to acknowledge USAID and the American people's support.

(5) The Recipient will mark all commodities financed by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs, and all other equipment, supplies, and other materials funded by USAID, and their export packaging with the USAID Identity.

(6) The Agreement Officer may require the USAID Identity to be larger and more prominent if it is the majority donor, or to require that a cooperating country government's identity be larger and more prominent if circumstances warrant, and as appropriate depending on the audience, program goals, and materials produced.

(7) The Agreement Officer may require marking with the USAID Identity in the event that the recipient does not choose to mark with its own identity or logo.

(8) The Agreement Officer may require a pre-production review of USAIDfunded public communications and program materials for compliance with the approved Marking Plan.

(9) Subrecipients. To ensure that the marking requirements “flow down” to subrecipients of subawards, recipients of USAID funded grants and cooperative agreements or other assistance awards will include the USAID-approved marking provision in any USAID funded subaward, as follows:

*“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.”*

(10) Any ‘public communications’, as defined in 22 C.F.R. 226.2, funded by USAID, 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.”*

(11) The recipient will provide the Cognizant Technical Officer (CTO) or other USAID personnel designated in the grant or cooperative agreement with two copies of all program and communications materials produced under the award. In addition, the recipient will submit one electronic or one hard copy of all final documents to USAID’s Development Experience Clearinghouse.

**(c) Implementation of marking requirements.**

(1) When the grant or cooperative agreement contains an approved Marking Plan, the recipient will implement the requirements of this provision following the approved Marking Plan.

(2) When the grant or cooperative agreement does not contain an approved Marking Plan, the recipient will propose and submit a plan for implementing the requirements of this provision within [**Agreement Officer fill-in**] days after the effective date of this provision. The plan will include:

(i) A description of the program deliverables specified in paragraph (b) of this provision that the recipient will produce as a part of the grant or cooperative agreement and which will visibly bear the USAID Identity.

(ii) the type of marking and what materials the applicant uses to mark the program deliverables with the USAID Identity,

(iii) when in the performance period the applicant will mark the program deliverables, and where the applicant will place the marking,

(3) The recipient may request program deliverables not be marked with the USAID Identity by identifying the program deliverables and providing a rationale for not marking these program deliverables. Program deliverables may be exempted from USAID marking requirements when:

- (i) USAID marking requirements would compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials;
- (ii) USAID marking requirements would diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent;
- (iii) USAID marking requirements would undercut host-country government “ownership” of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications better positioned as “by” or “from” a cooperating country ministry or government official; (iv) USAID marking requirements would impair the functionality of an item;
- (v) USAID marking requirements would incur substantial costs or be impractical;
- (vi) USAID marking requirements would offend local cultural or social norms, or be considered inappropriate;
- (vii) USAID marking requirements would conflict with international law.

(4) The proposed plan for implementing the requirements of this provision, including any proposed exemptions, will be negotiated within the time specified by the Agreement Officer after receipt of the proposed plan. Failure to negotiate an approved plan with the time specified by the Agreement Officer may be considered as noncompliance with the requirements is provision.

**(d) Waivers.**

(1) The recipient may request a waiver of the Marking Plan or of the marking requirements of this provision, in whole or in part, for each program, project, activity, public communication or commodity, or, in exceptional circumstances, for a region or country, when USAID required marking would pose compelling political, safety, or security concerns, or when marking would have an adverse impact in the cooperating country. The recipient will submit the request through the Cognizant Technical Officer. The Principal Officer is responsible for approvals or disapprovals of waiver requests.

(2) The request will describe the compelling political, safety, security concerns, or adverse impact that require a waiver, detail the circumstances and rationale for the waiver, detail the specific requirements to be waived, the specific portion of the Marking Plan to be waived, or specific marking to be waived, and include a description of how program materials will be marked (if at all) if the USAID Identity is removed. The request should also provide a rationale for any use of recipient’s own identity/logo or that of a third party on materials that will be subject to the waiver.

(3) Approved waivers are not limited in duration but are subject to Principal Officer review at any time, due to changed circumstances.

(4) Approved waivers “flow down” to recipients of subawards unless specified otherwise. The waiver may also include the removal of USAID markings already affixed, if circumstances warrant.

(5) Determinations regarding waiver requests are subject to appeal to the Principal Officer's cognizant Assistant Administrator. The recipient may appeal by submitting a written request to reconsider the Principal Officer's waiver determination to the cognizant Assistant Administrator.

**(e) Non-retroactivity.** The requirements of this provision do not apply to any materials, events, or commodities produced prior to January 2, 2006. The requirements of this provision do not apply to program, project, or activity sites funded by USAID, including visible infrastructure projects (for example, roads, bridges, buildings) or other programs, projects, or activities that are physical in nature (for example, agriculture, forestry, water management) where the construction and implementation of these are complete prior to January 2, 2006 and the period of the grant does not extend past January 2, 2006.

[END OF PROVISION]

### **C.15. REGULATIONS GOVERNING EMPLOYEES (AUGUST 1992)**

(The following applies to the recipient's employees working in the cooperating country under the agreement who are not citizens of the cooperating country.)

a. The recipient's employees shall maintain private status and may not rely on local U.S. Government offices or facilities for support while under this grant.

b. The sale of personal property or automobiles by recipient employees and their dependents in the foreign country to which they are assigned shall be subject to the same limitations and prohibitions which apply to direct-hire USAID personnel employed by the Mission, including the rules contained in 22 CFR Part 136, except as this may conflict with host government regulations.

c. Other than work to be performed under this award for which an employee is assigned by the recipient, no employee of the recipient shall engage directly or indirectly, either in the individual's own name or in the name or through an agency of another person, in any business, profession, or occupation in the foreign countries to which the individual is assigned, nor shall the individual make loans or investments to or in any business, profession or occupation in the foreign countries to which the individual is assigned.

d. The recipient's employees, while in a foreign country, are expected to show respect for its conventions, customs, and institutions, to abide by its applicable laws and regulations, and not to interfere in its internal political affairs.

e. In the event the conduct of any recipient employee is not in accordance with the preceding paragraphs, the recipient's chief of party shall consult with the USAID Mission Director and the employee involved and shall recommend to the recipient a course of action with regard to such employee.

f. The parties recognize the rights of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this grant award of any third country national when, in the discretion of the Ambassador, the interests of the United States so require.

g. If it is determined, either under (e) or (f) above, that the services of such employee should be terminated, the recipient shall use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.

[END OF PROVISION]

**C.16 CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY (NOVEMBER 1985)**

(This provision applies when activities are undertaken outside the United States.)

Upon arrival in the Cooperating Country, and from time to time as appropriate, the recipient's chief of party shall consult with the Mission Director who shall provide, in writing, the procedure the recipient and its employees shall follow in the conversion of United States dollars to local currency. This may include, but is not limited to, the conversion of currency through the cognizant United States Disbursing Officer or Mission Controller, as appropriate.

[END OF PROVISION]

**C.17 USE OF POUCH FACILITIES (AUGUST 1992)**

This provision applies when activities are undertaken outside the United States.)

a. Use of diplomatic pouch is controlled by the Department of State. The Department of State has authorized the use of pouch facilities for USAID recipients and their employees as a general policy, as detailed in items (1) through (6) below. However, the final decision regarding use of pouch facilities rest with the Embassy or USAID Mission. In consideration of the use of pouch facilities, the recipient and its employees agree to indemnify and hold harmless, the Department of State and USAID for loss or damage occurring in pouch transmission:

(1) Recipients and their employees are authorized use of the pouch for transmission and receipt of up to a maximum of .9 kgs per shipment of correspondence and documents needed in the administration of assistance programs.

(2) U.S. citizen employees are authorized use of the pouch for personal mail up to a maximum of .45 kgs per shipment (but see (a)(3) below).

(3) Merchandise, parcels, magazines, or newspapers are not considered to be personal mail for purposes of this standard provision and are not authorized to be sent or received by pouch.

(4) Official and personal mail pursuant to a.1. and 2. above sent by pouch should be addressed as follows:

Name of individual or organization (followed by  
letter symbol "G")  
City Name of post (USAID/\_\_\_\_\_)  
Agency for International Development  
Washington, D.C. 20523-0001

(5) Mail sent via the diplomatic pouch may not be in violation of U.S. Postal laws and may not contain material ineligible for pouch transmission.

(6) Recipient personnel are NOT authorized use of military postal facilities (APO/FPO). This is an Adjutant General's decision based on existing laws and regulations governing military postal facilities and is being enforced worldwide.

b. The recipient shall be responsible for advising its employees of this authorization, these guidelines, and limitations on use of pouch facilities.

c. Specific additional guidance on grantee use of pouch facilities in accordance with this standard provision is available from the Post Communication Center at the Embassy or USAID Mission.

[END OF PROVISION]

### **C.18. INTERNATIONAL AIR TRAVEL AND TRANSPORTATION (JUNE 1999)**

(This provision is applicable when costs for international travel or transportation will be paid for with USAID funds. This provision is not applicable if the recipient is providing for travel with private funds as part of a cost-sharing requirement, or with Program Income generated under the award.)

#### **a. PRIOR BUDGET APPROVAL**

In accordance with OMB Cost Principles, direct charges for foreign travel costs are allowable only when each foreign trip has received prior budget approval. Such approval will be deemed to have been met when:

(1) the trip is identified. Identification is accomplished by providing the following information: the number of trips, the number of individuals per trip, and the destination country(s).

(2) the information noted at (a)(1) above is incorporated in: the proposal, the program description or schedule of the award, the implementation plan (initial or revisions), or amendments to the award; and

(3) the costs related to the travel are incorporated in the approved budget of the award.

The Agreement Officer may approve travel which has not been incorporated in writing as required by paragraph (a)(2). In such case, a copy of the Agreement Officer's approval must be included in the agreement file.

#### **b. NOTIFICATION**

(1) As long as prior budget approval has been met in accordance with paragraph (a) above, a separate Notification will not be necessary unless: (i) the primary purpose of the trip is to work with USAID Mission personnel, or

(ii) the recipient expects significant administrative or substantive programmatic support from the Mission. Neither the USAID Mission nor the Embassy will require Country Clearance of employees or contractors of USAID Recipients.

(2) Where notification is required in accordance with paragraph (1)(i) or (ii) above, the recipient will observe the following standards:

(i) Send a written notice to the cognizant USAID Technical Office in the Mission. If the recipient's primary point of contact is a Technical Officer in USAID/W, the recipient may send the notice to that person. It will be the responsibility of the USAID/W Technical Officer to forward the notice to the field.



(ii) The notice should be sent as far in advance as possible, but at least 14 calendar days in advance of the proposed travel. This notice may be sent by fax or e-mail. The recipient should retain proof that notification was made.

(iii) The notification shall contain the following information: the award number, the cognizant Technical Officer, the traveler's name (if known), date of arrival, and the purpose of the trip.

(iv) The USAID Mission will respond only if travel has been denied. It will be the responsibility of the Technical Officer in the Mission to contact the recipient within 5 working days of having received the notice if the travel is denied. If the recipient has not received a response within the time frame, the recipient will be considered to have met these standards for notification, and may travel.

(v) If a subrecipient is required to issue a Notification, as per this section, the subrecipient may contact the USAID Technical Officer directly, or the prime may contact USAID on the subrecipient's behalf.

#### c. SECURITY ISSUES

Recipients are encouraged to obtain the latest Department of State Travel Advisory Notices before travelling. These Notices are available to the general public and may be obtained directly from the State Department, or via Internet.

Where security is a concern in a specific region, recipients may choose to notify the US Embassy of their presence when they have entered the country. This may be especially important for long-term posting.

#### d. USE OF U.S.-OWNED LOCAL CURRENCY

Travel to certain countries shall, at USAID's option, be funded from U.S.-owned local currency. When USAID intends to exercise this option, USAID will either issue a U.S. Government S.F. 1169, Transportation Request (GTR) which the grantee may exchange for tickets, or issue the tickets directly. Use of such U.S.-owned currencies will constitute a dollar charge to this grant.

#### e. THE FLY AMERICA ACT

The Fly America Act (49 U.S.C. 40118) requires that all air travel and shipments under this award must be made on U.S. flag air carriers to the extent service by such carriers is available. The Administrator of General Services Administration (GSA) is authorized to issue regulations for purposes of implementation. Those regulations may be found at 41 CFR part 301, and are hereby incorporated by reference into this award.

#### f. COST PRINCIPLES

The recipient will be reimbursed for travel and the reasonable cost of subsistence, post differentials and other allowances paid to employees in international travel status in accordance with the recipient's applicable cost principles and established policies and practices which are uniformly applied to federally financed and other activities of the grantee.

If the recipient does not have written established policies regarding travel costs, the standard for determining the reasonableness of reimbursement for overseas allowance will be the Standardized Regulations (Government Civilians, Foreign Areas), published by the U.S. Department of State, as from time to time amended. The most current subsistence, post differentials, and other allowances may be obtained from the Agreement Officer.

g. SUBAWARDS.

This provision will be included in all subawards and contracts which require international air travel and transportation under this award.

[END OF PROVISION]

**C. 19. OCEAN SHIPMENT OF GOODS (JUNE 1999)**

(This provision is applicable for awards and subawards for \$100,000 or more and when goods purchased with funds provided under this award are transported to cooperating countries on ocean vessels whether or not award funds are used for the transportation.)

a. At least 50% of the gross tonnage of all goods purchased under this agreement and transported to the cooperating countries shall be made on privately owned U.S. flag commercial ocean vessels, to the extent such vessels are available at fair and reasonable rates for such vessels.

b. At least 50% of the gross freight revenue generated by shipments of goods purchased under this agreement and transported to the cooperating countries on dry cargo liners shall be paid to or for the benefit of privately owned U.S. flag commercial ocean vessels to the extent such vessels are available at fair and reasonable rates for such vessels.

c. When U.S. flag vessels are not available, or their use would result in a significant delay, the grantee may request a determination of non-availability from the USAID Transportation Division, Office of Procurement, Washington, D.C. 20523, giving the basis for the request which will relieve the grantee of the requirement to use U.S. flag vessels for the amount of tonnage included in the determination. Shipments made on non-free world ocean vessels are not reimbursable under this grant.

d. The recipient shall send a copy of each ocean bill of lading, stating all of the carrier's charges including the basis for calculation such as weight or cubic measurement, covering a shipment under this agreement to:

U.S. Department of Transportation,  
Maritime Administration, Division of National Cargo,  
400 7th Street, S.W.,  
Washington, DC 20590, and  
U.S. Agency for International Development,  
Office of Procurement, Transportation Division  
1300 Pennsylvania Avenue, N.W.  
Washington, DC 20523-7900

e. Shipments by voluntary nonprofit relief agencies (i.e., PVOs) shall be governed by this standard provision and by USAID Regulation 2, "Overseas Shipments of Supplies by Voluntary Nonprofit Relief Agencies" (22 CFR Part 202).

f. Shipments financed under this grant must meet applicable eligibility requirements set out in 22 CFR 228.21.

[END OF PROVISION]

## C.20 LOCAL PROCUREMENT (April 1998)

(This provision applies when activities are undertaken outside the United States.)

a. Financing local procurement involves the use of appropriated funds to finance the procurement of goods and services supplied by local businesses, dealers or producers, with payment normally being in the currency of the cooperating country.

b. Locally financed procurements must be covered by source and nationality waivers as set forth in 22 CFR 228, Subpart F, except as provided for in mandatory standard provision, "USAID Eligibility Rules for Goods and Services," or when one of the following exceptions applies:

(1) Locally available commodities of U.S. origin, which are otherwise eligible for financing, if the value of the transaction is estimated not to exceed \$100,000 exclusive of transportation costs.

(2) Commodities of geographic code 935 origin if the value of the transaction does not exceed the local currency equivalent of \$5,000.

(3) Professional Services Contracts estimated not to exceed \$250,000.

(4) Construction Services Contracts estimated not to exceed \$5,000,000.

(5) Commodities and services available only in the local economy (no specific per transaction value applies to this category). This category includes the following items:

(i) Utilities including fuel for heating and cooking, waste disposal and trash collection;

(ii) Communications - telephone, telex, fax, postal and courier services;

(iii) Rental costs for housing and office space;

(iv) Petroleum, oils and lubricants for operating vehicles and equipment;

(v) Newspapers, periodicals and books published in the cooperating country;

(vi) Other commodities and services and related expenses that, by their nature or as a practical matter, can only be acquired, performed, or incurred in the cooperating country, e.g., vehicle maintenance, hotel accommodations, etc.

c. The coverage on ineligible and restricted goods and services in the mandatory standard provision entitled, "USAID Eligibility Rules for Goods and Services," also apply to local procurement.

d. This provision will be included in all subagreements where local procurement of goods or services is a supported element.

[END OF PROVISION]

**C.21 VOLUNTARY POPULATION PLANNING ACTIVITIES – MANDATORY REQUIREMENTS (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.

[END OF PROVISION]

**REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR U.S., NONGOVERNMENTAL RECIPIENTS**

The following Standard Provisions will be required to be used when applicable. When a standard provision is determined to be applicable in accordance with the applicability statement, the use of such standard provision is mandatory unless a deviation has been approved in accordance with ADS 303.5.3.

- 1. Negotiated Indirect Cost Rates – Predetermined \_\_\_\_\_
- 2. Negotiated Indirect Cost Rates - Provisional (Nonprofits) \_\_\_\_\_
- 3. Negotiated Indirect Cost Rates - Provisional (For-profits) \_\_\_\_\_
- 4. Publications and Media Releases   x
- 5. Participant Training   x
- 6. Voluntary Population Planning \_\_\_\_\_
- 7. Protection of the Individual as a Research Subject \_\_\_\_\_
- 8. Care of Laboratory Animals \_\_\_\_\_
- 9. Title to and Care of Property (Cooperating Country Title) \_\_\_\_\_
- 10. Public Notices   x
- 11. (Reserved) \_\_\_\_\_
- 12. Cost Sharing (Matching) \_\_\_\_\_
- 13. Prohibition of Assistance to Drug Traffickers \_\_\_\_\_
- 14. Investment Promotion   x
- 15. Reporting of Foreign Taxes   x
- 16. Foreign Government Delegations to International Conferences \_\_\_\_\_
- 17. Organizations Eligible for Assistance \_\_\_\_\_

- 18. Prohibition on the Use of Federal Funds to Promote, Support or Advocate for the Legalization or Practice of Prostitution- Assistance \_\_\_\_\_
- 19. Organizations Eligible for Assistance \_\_\_\_\_
- 20. Condoms \_\_\_\_\_
- 21. Prohibition on the Promotion or Advocacy of the Legalization or Practice of Prostitution or Sex Trafficking \_\_\_\_\_
- 22. USAID Disability Policy- Assistance \_\_\_\_\_ x \_\_\_\_\_
- 23. Standards for Accessibility for the disabled in USAID Assistance \_\_\_\_\_

**4. PUBLICATIONS AND MEDIA RELEASES (MARCH 2006)**

(This provision is applicable when publications are financed under the award.)

a. The recipient shall provide the USAID Cognizant Technical Officer one copy of all published works developed under the award with lists of other written work produced under the award. In addition, the recipient shall submit final documents in electronic format unless no electronic version exists at the following address:

Online (preferred)  
<http://www.dec.org/submit.cfm>  
 Mailing address:  
 Document Acquisitions  
 USAID Development Experience Clearinghouse (DEC)  
 8403 Colesville Road Suite 210  
 Silver Spring, MD 20910-6368  
 Contract Information  
 Telephone (301) 562-0641  
 Fax (301) 588-7787  
 E-mail: [docsubmit@dec.cdie.org](mailto:docsubmit@dec.cdie.org)

Electronic documents must consist of only one electronic file that comprises the complete and final equivalent of a hard copy. They may be submitted online (preferred); on 3.5" diskettes, a Zip disk, CD-R, or by e-mail. Electronic documents should be in PDF (Portable Document Format). Submission in other formats is acceptable but discouraged.

Each document submitted should contain essential bibliographic elements, such as 1) descriptive title; 2) author(s) name; 3) award number; 4) sponsoring USAID office; 5) strategic objective; and 6) date of publication;:

b. In the event award funds are used to underwrite the cost of publishing, in lieu of the publisher assuming this cost as is the normal practice, any profits or royalties up to the amount of such cost shall be credited to the award unless the schedule of the award has identified the profits or royalties as program income.

c. Except as otherwise provided in the terms and conditions of the award, the author or the recipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this award, but USAID reserves a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

(END OF STANDARD PROVISION)

**5. PARTICIPANT TRAINING (April 1998)**

(This provision is applicable when any participant training is financed under the award.)

a. Definition: A participant is any non-U.S. individual being trained under this award outside of that individual's home country.

b. Application of ADS Chapter 253: Participant training under this award shall comply with the policies established in ADS Chapter 253, Participant Training, except to the extent that specific exceptions to ADS 253 have been provided in this award with the concurrence of the Office of International Training.

c. Orientation: In addition to the mandatory requirements in ADS 253, recipients are strongly encouraged to provide, in collaboration with the Mission training officer, predeparture orientation and orientation in Washington at the Washington International Center. The latter orientation program also provides the opportunity to arrange for home hospitality in Washington and elsewhere in the United States through liaison with the National Council for International Visitors (NCIV). If the Washington orientation is determined not to be feasible, home hospitality can be arranged in most U.S. cities if a request for such is directed to the Agreement Officer, who will transmit the request to NCIV through EGAT/ED/PT.

[END OF PROVISION]

#### **10. PUBLIC NOTICES (MARCH 2004)**

It is USAID's policy to inform the public as fully as possible of its programs and activities. The recipient is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments. Press releases or other public notices should 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 120 countries worldwide."

The recipient may call on USAID's Bureau for Legislative and Public Affairs for advice regarding public notices. The recipient is requested to provide copies of notices or announcements to the cognizant technical officer and to USAID's Bureau for Legislative and Public Affairs as far in advance of release as possible.

[END OF PROVISION]

#### **14. INVESTMENT PROMOTION (NOVEMBER 2003)**

**APPLICABILITY:** The following clause is required for grants and cooperative agreements when the program includes gray-area activities or investment-related activities where specific activities are not identified at the time of obligation but could be for investment-related activities, as described in ADS 225 (see 225.3.1.8).

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

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

c. The recipient must ensure that its employees and sub-recipients and contractors providing investment promotion services hereunder are made aware of the restrictions set forth in this clause and must include this clause in all contracts and other sub-agreements entered into hereunder.

[END OF PROVISION]

## **15. REPORTING OF FOREIGN TAXES (March 2006)**

**APPLICABILITY:** This provision is applicable to all USAID agreements that obligate or subobligate FY 2003 or later funds except for agreements funded with Operating Expense, Pub. L. 480 funds, or trust funds, or agreements where there will be no commodity transactions in a foreign country over the amount of \$500.

a. The recipient must annually submit a report by April 16 of the next year.

b. Contents of Report. The report must contain:

- (i) Contractor/recipient name.
- (ii) Contact name with phone, fax and email.
- (iii) Agreement number(s).
- (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
- (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign

government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).

(vi) Any reimbursements received by the Recipient during the period in (iv) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (iv) received through March 31.

(vii) Report is required even if the recipient did not pay any taxes during the report period.

(viii) Cumulative reports may be provided if the recipient is implementing more than one program in a foreign country.

c. Definitions. For purposes of this clause:

(i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.

(ii) "Commodity" means any material, article, supply, goods, or equipment.

(iii) "Foreign government" includes any foreign governmental entity.

(iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

d. Where. Submit the reports to: Virginia Prudo, USAID Deputy Controller at [vprudo@usaid.gov](mailto:vprudo@usaid.gov). Telephone number (505) 267-0502, extension 133.

e. Subagreements. The recipient must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements. f. For further information see <http://www.state.gov/m/rm/c10443.htm>.

[END OF PROVISION]

## **22. USAID DISABILITY POLICY - ASSISTANCE (DECEMBER 2004)**

APPLICABILITY: This provision must be included in Request for Applications (RFAs), and in awards.

a. The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) 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; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website: [http://pdf.dec.org/pdf\\_docs/PDABQ631.pdf](http://pdf.dec.org/pdf_docs/PDABQ631.pdf)

b. USAID therefore requires that the recipient not discriminate against people with



disabilities in the implementation of USAID funded programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing the program under this grant or cooperative agreement. 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.

[END OF PROVISION]

## STANDARDS FOR USAID-FUNDED PUBLICATIONS

The following standards are intended as general guidelines for the production of USAID-funded publications that fall within the scope of those requiring USAID (LPA) approval.

The purpose of establishing basic standards is to enable LPA to work in a cooperative effort with agency bureaus and field missions to produce informative, professional and cost-effective products that meet the needs of a designated audience. The audience and distribution plans must be clearly defined and justification given that a real need exists for the proposed publication.

We are fully aware that there will be situations that warrant exceptions to these standards.

Exceptions will be made by LPA on a case-by-case basis.

### I. Publications Intended for a U.S. Audience, Including Congress:

A. Use of color: Two-color maximum for both cover and text (black or blue ink, generally used for text, counts as one color). In the case of publications such as conference proceedings, one color is the standard.

B. Paper: For both cover and text, use the most cost-effective stock that suits the publication's purpose. Make every effort to use recycled paper. Do not use heavy stock.

C. Photos: Black-and-white.

D. Content: Emphasize results achieved toward sustainable development through USAID programs. NOTE: In most cases, LPA will ask for a separate textual (ASCII) version of the final document for possible posting on USAID's Internet, which at present can support text only.

E. Design: Avoid expensive folds/paper cuts, inserts/foldouts, die cuts, embossing, foil stamps and other design elements that add additional expense.

### II. Reports Required by Congress

Most reports should be in typewritten, xeroxed format and respond specifically to what is required by statute.

### III. Use of Metric Units of Measurement

Unless a waiver is granted, metric units are to be used in accordance with Executive Order 12770. Traditional units may be shown in parentheses after metric.

### IV. Use of Agency Logo

The USAID logo (or the name of the agency written out) should be displayed prominently, e.g., on the cover or title page.

V. Approval Form

LPA is developing a "request-for-approval" form that will be put on the agency-wide computer network as a macro to simplify and streamline the approval process. Information that will be required is as follows: type and design/format of publication; justification for its need; clearly defined audience and distribution plans; print run; budget breakdown including costs for photographic services (if a contract photographer is used), writing, editing, design, layout and printing; whether OE or program funds are being used; and plans to evaluate the effectiveness of the product.

## STANDARDS FOR USAID-FUNDED VIDEO PRODUCTIONS

The following standards are intended as general guidelines for USAID-funded video productions that require USAID (LPA) approval.

The purpose of establishing these basic standards is to enable LPA to work in cooperation with agency bureaus and field missions to produce informative, professional and cost-effective programs that meet the needs of the designated audience. The audience and distribution plans must be clearly defined. The purpose and production plans must be justified and must support a real need.

We are aware that USAID video productions generally fall into two categories—those produced for information/education of U.S. audiences, and those produced with program funds for largely foreign audiences. These guidelines will help missions decide which programs warrant video productions and how these should be produced.

We are also aware that certain situations will justify exceptions to these standards.

Exceptions will be made by LPA on a case-by-case basis.

### I. Basic Guidelines

A. Content: Videos intended for U.S. audiences, including Congress, should portray concrete results or chronicle a USAID success story. The video should not be a "promo" for a contractor or a specialized technical report aimed at a narrow audience of experts. Videos produced with program funds for foreign audiences would usually be training tapes or other instructional material. Also, LPA will not approve video recordings of conference proceedings that can more appropriately be shared as written transcripts or audiocassette recordings.

B. Format: The program should be shot in a professional television format: BETA, BETA-SP, or 3/4". Only viewing copies should be made in VHS. Programs may be shot in American TV standard (NTSC) or in PAL or SECAM TV standard.

C. Producers: Direct contracts must comply with OFPP Letter No. 79-4 which establish a "Government-Wide Contracting System for Motion Picture and Videotape Productions" (as required by OFPP by OFPP letter 79-4.) The designated production team must have a track record producing information/education programs or other professional broadcast products. A brief list of previously produced programs should be included.

D. Length: The video should be no more than 15 minutes, unless there is a strong justification.

E. Copies: The number should be determined by the bureau/mission and reflected in the production budget. Viewing copies for NGOs, PVOs and local officials should be in VHS. Copies for local TV placement must be in 3/4" or BETA. A copy of the master of the finished program must be sent to the LPA video archive.

### II. Approval Form

To simplify the approval process, LPA is developing a macro for the "request-for-approval" form that will be put on the agency wide computer network.

The following information will be required.

- A. A general description of the subject of the video.
- B. The intended audience and a detailed distribution plan.
- C. Whether OE or program funds will be used.
- D. Budget breakdown to include costs for the following items:

- Pre-production: research, script, shooting schedule (where the video will be shot);

- Production: how many shooting days (include travel days), how much per day for the crew plus equipment.

Please note: where possible, a local crew should be used; and

Editing: how many hours, how much per hour, how much for graphics and titles.

- E. Discussion of plans to evaluate the script and the "rough cut" for the effectiveness of the product.

Note: All videos produced with USAID funds must be deposited in the LPA video archive. This includes all "source" tapes, plus a copy of the completed master program.

**Branding Strategy & Marking Plan**

The attached CCAA's Branding Strategy and Marking Plan and Exception are hereby made part of this award.



**FUNDACIÓN NICARAGÜENSE PARA EL DESARROLLO ECONOMICO Y SOCIAL**  
***FUNIDES: PRODUCIR PARA PROSPERAR***

**Development of a Private Sector-Led Advocacy Platform**


**BRANDING STRATEGY  
MARKING PLAN  
&  
PROCUREMENT PLAN**

**Name of Alliance:** *FUNDACIÓN NICARAGÜENSE PARA EL DESARROLLO ECONOMICO Y SOCIAL  
FUNIDES: PRODUCIR PARA PROSPERAR*

**Implementing Partner:** Caribbean Central American Action (CCAA)  
1818 N Street NW Suite 310  
Washington, DC 20036  
A private, independent, non-profit organization that promotes democracy and private sector-led sustainable economic development in the Caribbean Basin.

**Program Contact:** Ericka Monger, Director of Programs, CCAA  
[emonger@c-caa.org](mailto:emonger@c-caa.org)  
Tel: 202-466-7464 ext. 11 / Fax: 202-822-0075

**Chief of Party:** Federico Sacasa, President & CEO, CCAA  
[fsacasa@c-caa.org](mailto:fsacasa@c-caa.org)  
Tel: 202-466-7464 ext. 14 / Fax: 202-822-0075

  
\_\_\_\_\_  
Signed / Date

**This application includes data that shall not be disclosed outside the U.S. Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this application. If, however, a grant is awarded to this applicant as a result of - or in connection with - the submission of this data, the U.S. Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting grant. This restriction does not limit the U.S. Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets**

## Branding Strategy

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### 1. Positioning

The official name of the program will be **FUNDACIÓN NICARAGÜENSE PARA EL DESARROLLO ECONÓMICO Y SOCIAL (FUNIDES): PRODUCIR PARA PROSPERAR**. The program will be developing a logo that will be used to consistently to identify the program. The development of the logo will be one of the responsibilities of the Public Relations Consultant for the Media Campaign. The logo will encompass the essence and mission of the foundation and its programs.

### 2. Program Communication and Publicity

**FUNIDES** will leverage a focused PR/Media campaign to raise awareness and broaden the impact of the program across the region. The primary audience for the media campaign is private and public sector opinion leaders in Nicaragua and the secondary audience is the Nicaraguan civil society.

Traditional media coverage and announcements of program events, including print ads, radio and television. Brochures, pamphlets, publications and websites will be supplemented by innovative communication techniques. The PR/Media campaign, will mobilize opinion leaders to serve as honest brokers to forge deals to implement public policy changes.

The program's main message will be "Producir para Prosperar" or in English "Produce to Prosper."

- For the business community to prosper: the public sector must implement sound policies to produce effective institutions that can operate under a predictable "rule of law,"
- For civil society to prosper: the business community must invest sufficient resources to produce well-paying jobs that can compete in a global economy,
- For the public sector to prosper: civil society must become "true" stakeholders to produce stable better educated communities that can provide reasonable hope to future generations.

**FUNIDES** will help build the consensus through a series of publicly promoted "*Encuentros*" or active dialogue meetings. These meetings will follow CCAA's established framework past **ALLIANCE FOR CAFTATION**'s active dialogue sessions which involved both the private sector, Government of Nicaragua, and U.S. government representatives. (See attached agenda for example.) The "*Encuentros*" will bring together the public and private sector, as well as civil society, to discuss vital issues and disseminate information. Increasing the knowledge and understanding of trade, labor, and environmental regulations and standards is an indispensable element of the "*Encuentros*". The "*Encuentros*" will help define the importance of DR-CAFTA in promoting a harmonized approach to promoting good trade, labor, and environmental management practices among businesses. USAID's logo and message "from the American people" will be incorporated into the meeting agendas and materials, as well as in press briefings and announcements. USAID/Nicaragua will be properly recognized for each event, publication, training material, etc. that the agency funds.

### 3. Acknowledgements

**FUNIDES** will establish a common ground to formulate a shared vision in Nicaragua between and among the business community, civil society, and public sector to fully take advantage of the opportunities that DR-CAFTA will bring to people living and working in Nicaragua. **FUNIDES** will involve and invite the Government of Nicaragua (GON) in projects, however in order to become a credible, apolitical, non-profit organization the only GON recognition that will be given is when direct sponsorship is given for an activity. **FUNIDES** will be led by the private sector to promote economic and social progress of all Nicaraguans, through sustainable development and therefore will only use other group's logos when they are sponsors or collaborator of a specific activity. USAID's logo will be used on all such activity promotions.



## Marking Plan

### 1. Description of Communications, Commodities, and Program Materials

- i) Activities - ***FUNIDES*** will implement a series of meetings or “*Encuentros*” which will help define the importance of DR-CAFTA in promoting a harmonized approach to promoting good trade, labor, and environmental management practices among businesses. USAID’s logo and the message “from the American people” will be incorporated on the meeting agendas and materials, as well as in press briefings and announcements.
- ii) Studies & Publications - ***FUNIDES*** will develop and publish both the “Libro Azul 2006” and “Plan de Gobierno 2007-2012.” No USAID logo will be used as it would project a perspective from the United States and not from the Nicaraguan private sector.
- iii) Website – Once ***FUNIDES*** becomes operational, part of the PR Campaign will be to develop a website for the foundation. In this website, USAID’s logo and the message “from the American people” will be incorporated on the opening page.

### 2. Table of Deliverables

Deliverable	Quantifiable Measurements	Completed Timeline
<b>“Libro Azul 2006”</b>	<ul style="list-style-type: none"> <li>• <b><i>FUNIDES</i></b> logo will only be used; USAID’s logo will not be used for this publication as it is an independent, private sector diagnostic of the current economic, social, legal, and environmental setting in Nicaragua. Having the USAID logo would project a perspective from the United States and not from the Nicaraguan private sector.</li> </ul>	90 days FY ‘06
<b>“Plan de Gobierno 2007-2012”</b>	<ul style="list-style-type: none"> <li>• <b><i>FUNIDES</i></b> logo, USAID’s logo will not be used for this publication that will reflect the findings of the “Libro Azul 2006” and provide an unbiased, apolitical development plan for the incoming government. Having the USAID logo would project a perspective from the United States and not from the Nicaraguan private sector.</li> </ul>	90-120 days FY ‘07
<b>Phase 1 “Encuentros”</b>	<ul style="list-style-type: none"> <li>• Launch and market “<i>Encuentros</i>” and “Active Dialogue” sessions with <b><i>FUNIDES</i></b> and USAID logo on all agenda and meeting materials as well as banners and signs.</li> </ul>	30 – 180 days FY ‘06-07
<b>Phase 2 “Encuentros”</b>	<ul style="list-style-type: none"> <li>• Launch and market Vital Issues “<i>Encuentros.</i>” with <b><i>FUNIDES</i></b> and USAID logo on all agenda and meeting materials as well as banners and signs.</li> </ul>	Month 4-20 FY ‘07-08
<b>Phase 2 Technical Training Seminar “Encuentros”</b>	<ul style="list-style-type: none"> <li>• Launch and market Technical Training Seminars with <b><i>FUNIDES</i></b> and USAID logo on all agenda and meeting materials as well as banners and signs</li> </ul>	Month 9–26 FY ‘07-08
<b>Phase 3 “Encuentros”</b>	<ul style="list-style-type: none"> <li>• Launch and market Economic Analysis “<i>Encuentros</i>” with <b><i>FUNIDES</i></b> and USAID logo on all agenda and meeting materials as well as banners and signs</li> </ul>	Month 22-36 FY ‘07-08
<b>Website</b>	<ul style="list-style-type: none"> <li>• Develop Website to bring a focused message to the broader public <b><i>FUNIDES</i></b> and USAID logo will be used and links to the Central American think tanks, CCAA, Government websites, and relevant organizations, associations, etc. will be used.</li> </ul>	Month 9 FY ‘07

**Procurement Plan**

CCAA will procure the following:

Items	Quantity	Reason	Timeframe
Desktop computer	7	Provide FUNIDES office and staff with technology to operate program	<ul style="list-style-type: none"> <li>• 4 computers July 2006</li> <li>• 3 computers Sept 2006</li> </ul>
	3	Provide CCAA staff in Nicaragua and one in Washington with desktop computer	<ul style="list-style-type: none"> <li>• July 2006</li> </ul>
Printer	7	Provide printers for FUNIDES office and staff	<ul style="list-style-type: none"> <li>• 4 printers July 2006</li> <li>• 3 printers Sept 2006</li> </ul>
	2	Provide CCAA staff in Nicaragua with printer	<ul style="list-style-type: none"> <li>• July 2006</li> </ul>
Digital Camera	2	Aid FUNIDES staff in providing photos to include in publications, websites, and reporting on program activities	<ul style="list-style-type: none"> <li>• July 2006</li> </ul>
	1	Aid CCAA staff in providing photos to include in publications, websites, and reporting on program activities	<ul style="list-style-type: none"> <li>• July 2006</li> </ul>
Laptop	2	Provide CCAA staff in Washington with laptop computers to travel with to Nicaragua	<ul style="list-style-type: none"> <li>• July 2006</li> </ul>

CCAA will procure the most economical equipment possible which provides the best technology to efficiently meet the demands and needs of the program.

# **ATTACHMENT**

***DAIRY SECTOR TECHNICAL TRAINING, JINOTEGA***

***AGENDA***

***Example***



# **ALIANZA POR CAFTACCIÓN**

PRODUCIR PARA PROSPERAR: LOGRAR QUE DR-CAFTA BENEFICIE A TODOS



**USAID**  
DEL PUEBLO DE LOS ESTADOS  
UNIDOS DE AMÉRICA

## **FORO DR-CAFTA** **PREPARANDO AL SECTOR LÁCTEO** **NICARAGÜENSE PARA QUE SEAN COMPETITIVOS**

### **OBJETIVO**

El objetivo general del foro es capacitar a los participantes en los temas relevantes del DR-CAFTA como instrumento para reducir la pobreza, aumentar las inversiones y promover el desarrollo económico y social de Nicaragua. Específicamente, se proporcionara a los pequeños y medianos productores del Sector Pecuario de Jinotega la información relacionada con aspectos de calidad, normas fitosanitarias, perspectivas y oportunidades que dicho sector tiene en el marco de la implementación DR-CAFTA.

**Local:** Auditorio Municipal, Jinotega

**Horario:** 9:00 – 11:45 a.m.

### **CAPACITACIÓN TÉCNICA DR-CAFTA**

- 9:00 Registro e Inscripción
- 9:15 Himno Nacional
- 9:20 Palabras de Apertura, Sr. Eugenio López, Alcalde de Jinotega
- 9:25 Introducción, Ing. Isidro León-York, Presidente ASOGAJi
- 9:35 Exposición DR-CAFTA, Lic. Luís Salvador Alfaro, Facilitador Programa ALIANZA POR CAFTACCIÓN
- 9:50 Exposición DR-CAFTA, Lic. Dean García, Director de Negociaciones Comerciales Internacionales MIFIC
- 10:10 Preguntas y Respuestas
- 10:25 Coffee Break

### **CLAUSURA DE EVENTO**

- 10:40 Sr. Ulises González D., Presidente Ejecutivo Lácteos Santa Martha
- 10:45 Excelentísimo Sr. Embajador Paul A. Trivelli, Embajador de los Estados Unidos
- 10:55 Dr. Alejandro Arguello, Ministro de Fomento, Industria y Comercio de Nicaragua



RFA 524-06-003

**Branding Strategy / Marketing Plan**

A formal request is being made to USAID for presumptive exceptions for the “Libro Azul” and “Plan de Gobierno” in accordance with AAPD 05-11 which states:

Presumptive Exception (i) – USAID marking requirements may not apply if they would compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials, . . . such as public policy advocacy or reform. (22 C.F.R. 226.91 (h) (1))

Therefore CCAA is requesting a Presumptive Exception (i) for the “Libro Azul” and “Plan de Gobierno” which require independence from any government and supported by the private sector and civil society.