

## MODIFICATION OF ASSISTANCE

Page 1 of 3

<b>1. MODIFICATION NUMBER</b> 03	<b>2. EFFECTIVE DATE OF MODIFICATION</b> see signature block 15	<b>3. AWARD NUMBER:</b> 654-G-00-03-00017-00	<b>4. EFFECTIVE DATE OF AWARD:</b> 09-26-2003
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<b>5. GRANTEE:</b> Angola Education Assistance Fund Center Lobby Suite 342 88 Black Falcon Avenue Boston MA 02210  DUNS NO. : TIN NO. : 043315141      LOC NO. : na	<b>6. ADMINISTERED BY:</b> Regional Contracting Office USAID/Southern Africa 2170 Gaborone PL Washington, D.C. 20521-2170
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<b>7. FISCAL DATA:</b> Amount Obligated: \$150,000.00  Budget Fiscal Year: 2006/2007 Operating Unit: USAID/Angola Strategic Objective: SO#10 Team/Division: SO#10 Benefiting Geo Area: 654 Object Class:	<b>8. TECHNICAL OFFICE:</b> SO#10/USAID Angola  <b>9. PAYMENT OFFICE:</b> USAID South Africa P.O. Box 43 Groenkloof 0027 Pretoria South Africa
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<b>10. FUNDING SUMMARY:</b>	<u>Obligated Amount</u>	<u>Total Est. Amt.</u>
Amount Prior to this Modification:	\$1,320,000.00	\$1,320,000.00
Change Made by this Modification:	\$150,000.00	\$150,000.00
New/Current Total:	\$1,470,000.00	\$1,470,000.00

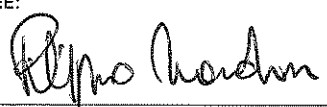
**11. DESCRIPTION OF MODIFICATION:**

The purpose of this modification is to: 1) extend the completion date from "September 30, 2006" to "September 30, 2007;" 2) increase the total estimated amount by "US\$150,000.00" thereby increasing it from "US\$1,320,000.00" to "US\$1,470,000.00"; 3) provide incremental funding in the amount of "US\$150,000.00" thereby fully funding the Grant; 4) revise the Grant budget; 5) incorporate the attached supplemental program description for the "Energy Economics Activities; and 6) revise/update noted standard provisions.

Accordingly, the Grant is hereby modified as follows:

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

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

<b>14. GRANTEE:</b>  BY: <u></u> <u>FILIPPO NARDIN</u> (Name Typed or Printed) TITLE: <u>PRESIDENT, ANGOLA EDUCATIONAL ASSISTANCE FUND</u> DATE: <u>9/19/06</u>	<b>15. THE UNITED STATES OF AMERICA</b> U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT  BY: _____ <u>Kent J. Howard</u> (Name Typed or Printed) TITLE: <u>Regional Agreement Officer</u> DATE: _____
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MODIFICATION OF ASSISTANCE  
CONTINUATION PAGE

PAGE NO.

2

ASSISTANCENO.

654-G-00-03-00017-00

MODIFICATION NO.

03

11. DESCRIPTION OF MODIFICATION (CONTINUED)

1. Cover Letter - ACCOUNTING AND APPROPRIATION DATA, delete A. General in its entirety and replace with the following in lieu thereof:

"A. GENERAL

A.1. Total Estimated USAID Amount:	\$1,470,000.00
A.2. Total Obligated USAID Amount:	\$1,470,000.00
A.3. Cost-Sharing Amount (Non-Federal):	\$257,051.00
A.4. Total Program Amount:	\$1,727,051.00
A.5. Project/Activity Number:	SO#10 Establishment of Business Development HUB
A.6. USAID Cognizant Technical Officer:	
A.7. Funding Source:	USAID/Angola
A.8. DUNS Number:	
A.9. TIN NO.:	04-331-5141"

2. Cover Letter - ACCOUNTING AND APPROPRIATION DATA, B. Specific, modify to include the following fiscal data:

"MAARD NO.	654-0010-3-60056
PROJECT NO.	654.010
STRATEGIC OBJECTIVE:	654-010
FUND:	DV
FUNDS BBFY:	DV-2006/2007
DISTRIBUTION:	654-M
EOCC:	4100201
AMOUNT:	\$150,000.00"

3. Under Attachment I, SCHEDULE, A.2. Period of Agreement,

- a. First paragraph, delete the date "September 30, 2006" and replace with "September 30, 2007";
- b. Second paragraph, delete the date "September 30, 2006" and replace with "September 30, 2007";

4. Under Attachment I, SCHEDULE, A.3 Amount of Award and Payment, delete "\$1,320,000.00" and replace with "\$1,470,000.00."

MODIFICATION OF ASSISTANCE  
CONTINUATION PAGE

PAGE NO.  
3

ASSISTANCENO.  
654-A-00-96-00097-00

MODIFICATION NO.  
03

11. DESCRIPTION OF MODIFICATION (CONTINUED)

5. Under Attachment I, SCHEDULE, Section A.4 Budget, DELETE the budget table in its entirety and SUBSTITUTE in lieu thereof with the following:

Budget Line Item	Amount
Personnel	\$560,351.00
Travel	\$32,000.00
Equipment	\$17,500.00
Design Expenses	\$189,300.00
Training CED	\$59,400.00
Program Expenses	\$316,750.00
Other Direct Costs	\$159,350.00
Research/Publications	\$135,349.00
<b>Total USAID</b>	<b>\$1,470,000.00</b>
Cost Share	\$257,051.00
<b>Total Program Amount</b>	<b>\$1,727,051.00</b>

6. Under Attachment 2, PROGRAM DESCRIPTION, incorporate Attachment 1 of this modification entitled "Supplemental Program Description for the period October 1, 2006 to September 30, 2007."
7. Under Attachment 3, STANDARD PROVISIONS, revise/update and/or incorporate the standard provisions provided in Attachment 2 to this modification.

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

[END OF MODIFICATION NO. 02]

ATTACHMENT 1  
SUPPLEMENTAL PROGRAM DESCRIPTION FOR THE PERIOD  
October 1, 2006 to September 30, 2007

PROJECT TO EXPAND ECONOMIC RESEARCH  
AND  
POLICY DISCUSSION AT THE CENTER FOR ECONOMIC STUDIES  
AND  
SCIENTIFIC REASEARCH (CEIC) OF THE CATHOLIC UNIVERSITY OF ANGOLA (UCAN)



**MODIFICATION OF ASSISTANCE  
CONTINUATION PAGE**

PAGE NO.

1

ASSISTANCENO.

654-G-00-03-00017-00

MODIFICATION NO.

03

11. DESCRIPTION OF MODIFICATION (CONTINUED)

**ATTACHMENT 2  
REVISED & NEW STANDARD PROVISIONS**

Single asterisk "\*" denotes a revised standard provision

Double asterisk "\*\*" denotes a new standard provision

**A. 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 Recipients." Recipients are required to ensure compliance with monitoring procedures in accordance with OMB Circular A-133.

[END OF PROVISION]

**3.8 OMB APPROVAL UNDER THE PAPERWORK REDUCTION ACT (December 2003)\***

\*Information collection requirements imposed by this cooperative agreement are covered by OMB approval number 0412-0510; the current expiration date is 04/30/2005. The Standard Provisions 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

<u>Standard Provision</u>	<u>Burden Estimate</u>
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
 <u>22 CFR 226</u>	 <u>Burden Estimate</u>
22 CFR 226.40-.49 Procurement of Goods and Services	1
22 CFR 226.30 - .36 Property Standards	1.5

Comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, may be sent 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, D.C 20503.

[END OF PROVISION]

**3.21. 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]

**3.22 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]

**3.23 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 immediate post 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 USAID funded 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 45 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 of this 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 cooperative agreement does not extend past January 2, 2006.

[END OF PROVISION]

### **3.24 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 MANDATORY PROVISIONS]

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

### **3.13 PUBLICATIONS AND MEDIA RELEASES (MARCH 2006)\***

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

Online (preferred)  
<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 PROVISION]

**3.17 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]

[END OF ATTACHMENT NO. 2 TO MODIFICATION NO. 03]