

VII. Roles and Responsibilities of the Parties

A. Management Approach

All activities undertaken pursuant to this Agreement for the achievement of the Objective will be carried out by non-governmental organizations, public international organizations, or other entities selected by USAID and financed through grants, contracts or cooperative agreements. USAID will provide the technical and administrative personnel required to finance and oversee the implementation of these activities. USAID will manage and monitor these activities in compliance with USAID regulations and procedures.

B. USAID

Overall management of the activities under this Agreement will be the responsibility of the USAID Strategic Objective 13 (SO 13) Team under the guidance of the USAID Mission Director and the General Development Officer. Team members will include one U.S. Direct Hire Population, Health and Nutrition Officer, one Technical Advisor in AIDS and Child Survival (TAACS), one US Personal Services Contractor (Education Specialist), two Foreign Service National (FSN) Reproductive Health Program Managers, a Foreign Service National (FSN) Education Program Manager, a Foreign Service National (FSN) Child Survival Program Manager, one FSN Administrative Assistant and two FSN drivers. The SO13 Team will be responsible for program management, policy dialogue, implementation, monitoring and evaluation, reporting and overall accountability for achieving program results. The Team will also review, monitor and approve institutional contracts, cooperative agreements and grants.

C. The Grantee

The National Planning Commission will be responsible for the Grantee's overall coordination, implementation, and monitoring of the activities under this Agreement, including reviewing and authorizing amendments to the agreements, and revision of program activities. The National Planning Commission will participate as a member of the USAID extended SO 13 Team, which will provide ongoing planning, analysis, and oversight and monitoring of program activities. The National Planning Commission will also be responsible for ensuring that adequate funds are allocated to meet the host country counterpart funding required by the Agreement.

Other Grantee stakeholders include the Federal Ministry of Education, the Federal Ministry of Health, National Population Commission, the Universal Basic Education Commission, the National Program on Immunization, the National Primary Health Care Development Agency, and the National Commission for Colleges of Education. USAID will coordinate activities with the Grantee, the respective donors including the Education Donors Coordination Committee, Roll Back Malaria Group, the Interagency Coordinating Committee (ICC) for Immunization, the Nutrition Partners Group, and the Reproductive Health Development Partners Forum, and private sector entities as required.

D. Development Partners

1. Civil Society Organizations

Civil society organizations are key to the successful implementation of this Agreement. Creating a positive enabling environment and increasing access of Nigerians to social sector services require the active participation of civil society organizations through which activities outside of government will actually be carried out. SO 13 will build on current support for civil society by increasing its involvement in the formulation and implementation of key policy issues, and in the delivery of services.

2. Multilateral and bilateral funding and technical assistance agencies

In working towards achieving the planned results under SO 13, other bilateral and multilateral funding and technical assistance agencies will partner with USAID and the Grantee. DfID is a co-funder of the social marketing project PSRHH, which will be providing results under IRs 13.3 and 13.4. UNICEF is a key implementing partner for immunization activities. NetMark will supply behavior change communication messages to increase the use of insecticide-treated bednets (ITNs) for malaria prevention. DELIVER will continue to provide support to the Federal Ministry of Health in contraceptive logistics management.

VIII. Monitoring, Evaluation and Audit

A. Monitoring

The Strategic Objective is to be achieved by the year 2009. Measures will be used to monitor progress toward the series of intermediate results already identified. All of the activities under this Objective will be designed to include reporting requirements that will allow USAID and the Grantee to monitor progress toward achieving the Intermediate Results and targets of the Objective on an annual basis. The organizations funded under this Agreement to carry out activities in furtherance of the Objective ("the Implementing Partners") will analyze performance data for decision-making against predetermined benchmarks. Regular data analysis and feedback to Implementing Partners at these decision points will determine necessary adjustments in program approaches. Such reporting will be integrated into existing information systems that track overall results toward program goals and objectives.

USAID intends to put into place a performance monitoring and measurement mechanism that will provide core services to the Strategic Objective Team and their implementing partners in indicator definition, data collection, data quality assessment, design of baseline studies, and data requirements for annual reporting purposes. Performance measurement data will be collected from sources to be determined after the performance monitoring and measurement mechanism has been established.

In addition to on-going monitoring and coordination activities by USAID, the Implementing Partners will make periodic reviews of program performance. Such reviews will be based on comparisons of data collected against agreed-upon performance indicators. The reviews will be held with all Implementing Partners, staff officials of the Grantee and USAID staff annually or at more frequent intervals as agreed upon by USAID, the Grantee and the Implementing Partners.

The Implementing Partners are expected to alert USAID/Nigeria without delay to any obstacle that may prevent timely collection of such data, and to propose alternative solutions for obtaining needed information. Corrective actions to rectify inadequate performance may include, but are not limited to, discontinuing, reducing or otherwise modifying one or more ongoing activities, or adding new activities. Funds allotted to activities being discontinued or reduced may be shifted/reprogrammed to existing or to new activities in furtherance of the Objective.

B. Evaluation

One formal external evaluation will be scheduled for 2009. This evaluation will focus on the extent to which the activities achieved the intended results, the overall development impact of the activities financed under the Agreement, and what modifications to the activities or additional Objectives, if any, should be chosen for the following period. The external evaluation may be replaced by a system for ongoing internal evaluation or some combination thereof.

C. Audit

USAID and the Grantee agree that a portion of the funding provided under this Agreement may be used to pay for financial audits of the activities financed under the Agreement.

IX. Other Implementation Issues

Additional and future implementation details regarding activities under this Agreement will be made through the issuance of Implementation Letters (ILs). Typically these ILs will detail implementation aspects such as notification of individual activities to be financed by USAID through grants, contracts or cooperative agreements, the composition of management units, annual implementation plans, and the schedules and procedures for periodic reviews. An IL may be prepared by either USAID or the Grantee and will be submitted to the other party to review and/or for concurrence.

**SO 620-013.01: Increased Use of Social Sector Services
Strategic Objective Agreement
Illustrative Financial Plan (in US Dollars)
FISCAL YEAR 2004-2008**

| Category | FISCAL YEAR 2004 | | | FISCAL YEAR 2005-2008 | | | TOTAL | |
|---|--------------------------|------------------------------|---------------------------|----------------------------|---|-------------------------------------|-----------|--------------------------------|
| | SOAG Obligations to Date | Obligations Outside the SOAG | Total Obligations to Date | Planned Future Obligations | Planned Future Obligations Outside the SOAG | USAID Total Estimated Contributions | | Grantee Estimated Contribution |
| IR 13.1 Improved quality of social sector services | 6,617,343 | 1,000,000 | 7,617,343 | 36,870,727 | 4,000,000 | 48,488,070 | 0 | 48,488,070 |
| IR 13.2 Strengthened enabling environment | 5,786,119 | 0 | 5,786,119 | 22,689,871 | 0 | 28,475,990 | 8,950,000 | 37,425,990 |
| IR 13.3 Expanded demand for improved social sector services | 5,786,119 | 1,000,000 | 6,786,119 | 25,606,911 | 4,000,000 | 36,393,030 | 0 | 36,393,030 |
| IR 13.4 Increased access to services, commodities and materials | 5,786,119 | 3,200,000 | 8,986,119 | 19,337,991 | 12,800,000 | 41,124,110 | 0 | 41,124,110 |
| Program Support Costs | 2,644,944 | 576,000 | 3,220,944 | 8,993,856 | 2,304,000 | 14,518,800 | 0 | 14,518,800 |
| Total SO: 620-013.01 | 26,620,644 | 5,776,000 | 32,396,644 | 113,499,356 | 23,104,000 | 169,000,000 | 8,950,000 | 177,950,000 |

06/29/2004

N.B.- This is an illustrative budget for five years, based on the availability of funds, and may be amended.

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Standard Provisions

Article A: Definitions and Implementation Letters.

Section A.1. Definitions. As used in this Annex, the "Agreement" refers to the Strategic Objective Grant Agreement to which this Annex is attached and of which this Annex forms a part. Terms used in this Annex have the same meaning or reference as in the Agreement.

Section A.2. Implementation Letters. To assist the Grantee in the implementation of the Agreement, USAID, from time to time, will issue Implementation Letters that will furnish additional information about matters stated in this Agreement. The Parties may also issue jointly agreed-upon Implementation Letters to confirm and record their mutual understanding on aspects of the implementation of this Agreement. Implementation Letters can also be issued to record revisions or exceptions which are permitted by the Agreement.

Article B: General Covenants.

Section B.1. Consultation. The Parties will cooperate to assure that the Objective and Results of this Agreement will be accomplished. To this end, the Parties, at the request of either, will exchange views on progress towards the Objective and Results, the performance of obligations under this Agreement, the performance of any consultants, contractors, or suppliers engaged under the Agreement, and other matters relating to the Agreement.

Section B.2. Utilization of Goods and Services.

(a) Any goods and services financed under this Agreement, unless otherwise agreed in writing by USAID, will be devoted to the Agreement until the completion or termination of the Agreement, and thereafter (as well as during any period of suspension of the Agreement) will be used to further the Objective of the Agreement and as USAID may direct in Implementation Letters.

(b) Goods or services financed under this Agreement, except as USAID may otherwise agree in writing, will not be used to promote or assist a foreign aid project or activity associated with or financed by a country not included in USAID Geographic Code 935 as in effect at the time of such use.

Section B.3. Taxation.

(a) General Exemption. The Agreement and the assistance thereunder are free from any taxes imposed under laws in effect in the territory of the Grantee.

(b) Except as provided otherwise in this provision, the General Exemption in subsection (a) applies to, but is not limited to (1) any activity, contract, grant or other implementing agreement financed by USAID under this Agreement; (2) any transaction or supplies, equipment, materials, property or other goods (hereinafter collectively "goods") under (1) above; (3) any contractor, grantee, or other organization carrying out activities financed by USAID under this Agreement; (4) any employee of such organizations; and (5) any individual contractor or grantee carrying out activities financed by USAID under this Agreement.

(c) Except as provided otherwise in this provision, the General Exemption in subsection (a) applies to, but is not limited to, the following taxes:

(1) Exemption 1. Customs duties, tariffs, import taxes, or other levies on the importation, use and re-exportation of goods or the personal belongings and effects (including personally-owned automobiles) for the personal use of non-national individuals or their family members.

Exemption 1 includes, but is not limited to all charges based on the value of such imported goods, but does not include service charges directly related to services performed to transfer goods or cargo.

(2) Exemption 2. Taxes on the income, profits or property of all (i) nonnational organizations of any type, (ii) non-national employees of national and non-national organizations, or (iii) non-national individual contractors and grantees. Exemption 2 includes income and social security taxes of all types and all taxes on the property, personal or real, owned by such non-national organizations or persons. The term "national" refers to organizations established under the laws of the Grantee and citizens of the Grantee, other than permanent resident aliens in the United States.

(3) Exemption 3. Taxes levied on the last transaction for the purchase of goods or services financed by USAID under this Agreement, including sales taxes, value-added taxes (VAT), or taxes on purchases or rentals of real or personal property. The term "last transaction" refers to the last transaction by which the goods or services were purchased for use in the activities financed by USAID under this Agreement.

(d) If a tax has been levied and paid contrary to the provisions of an exemption, USAID may, in its discretion, (1) require the Grantee to refund to USAID or to others as USAID may direct the amount of such tax with funds other than those provided under the Agreement, or (2) offset the amount of such tax from amounts to be disbursed under this or any other agreement between the Parties.

(e) In the event of a disagreement about the application of an exemption, the Parties agree to promptly meet and resolve such matters, guided by the principle that the assistance furnished by USAID is free from direct taxation, so that all of the assistance furnished by USAID will contribute directly to the economic development of the country of the Grantee.

Section B.4. Reports and Information, Agreement Books and Records, Audits, and Inspections.

(a) Reports and Information. The Grantee shall furnish USAID accounting records and such other information and reports relating to the Agreement as USAID may reasonably request.

(b) Grantee Agreement Books and Records. The Grantee shall maintain accounting books, records, documents and other evidence relating to the Agreement, adequate to show, without limitation, all costs incurred by the Grantee under the Agreement, the receipt and use of goods and services acquired under the Agreement by the Grantee, agreed-upon cost sharing requirements, the nature and extent of solicitations of prospective suppliers of goods and services acquired by the Grantee, the basis of award of Grantee contracts and orders, and the overall progress of the Agreement toward completion ("Agreement books and records"). The Grantee shall maintain Agreement books and records in accordance with generally accepted accounting principles prevailing in the United States, or at the Grantee's option, with approval by USAID, other accounting principles, such as those (1) prescribed by the International Accounting Standards Committee (an affiliate of the International Federation of Accountants) or (2) prevailing in the country of the Grantee. Agreement books and records shall be maintained for at least three years after the date of last disbursement by USAID or for such longer period, if any, required to resolve any litigation, claims or audit findings.

(c) Grantee Audit. If \$300,000 or more of USAID funds are expended directly by the Grantee in its fiscal year under the Agreement, the Grantee shall have financial audits made of the expenditures in accordance with the following terms, except as the Parties may otherwise agree in writing:

(1) With USAID approval, the Grantee shall use its Supreme Audit Institution or select an independent auditor in accordance with the "Guidelines for Financial Audits Contracted by Foreign Recipients" issued by the USAID Inspector General ("Guidelines"), and the audits shall be performed in accordance with the "Guidelines"; and

(2) The audit shall determine whether the receipt and expenditure of the funds provided under the Agreement are presented in accordance with generally accepted accounting principles agreed to in section (b) above and whether the Grantee has complied with the terms of the Agreement. Each audit shall be completed no later than nine months after the close of the Grantee's year under audit.

(d) Audit Reports. The Grantee shall furnish or cause to be furnished to USAID an audit report for each audit arranged for by the Grantee in accordance with this Section within 30 days after completion of the audit and no later than nine months after the end of the period under audit.

(e) Other Covered Sub-recipients. For "covered" sub-recipients who receive funds under the Agreement pursuant to direct contracts or agreements with USAID, USAID will include appropriate audit requirements in such contracts or agreements and will, on behalf of the Grantee, conduct the follow-up activities with regard to the audit reports furnished pursuant to such requirements.

(f) Cost of Audits. Subject to USAID approval in writing, costs of audits performed in accordance with the terms of this Section may be charged to the Agreement.

(g) **Audit by USAID.** USAID retains the right to perform the audits required under this Agreement on behalf of the Grantee by utilizing funds under the Agreement or other resources available to USAID for this purpose, conduct a financial review, or otherwise ensure accountability of organizations expending USAID funds regardless of the audit requirement.

(h) **Opportunity to Audit or Inspect.** The Grantee shall afford authorized representatives of USAID the opportunity at all reasonable times to audit or inspect activities financed under the Agreement, the utilization of goods and services financed by USAID, and books, records and other documents relating to the Agreement.

Section B.5. Completeness of Information. The Grantee confirms:

(a) that the facts and circumstances of which it has informed USAID, or caused USAID to be informed, in the course of reaching agreement with USAID on the Agreement, are accurate and complete, and include all facts and circumstances that might materially affect the Agreement and the discharge of responsibilities under this Agreement; and

(b) that it will inform USAID in timely fashion of any subsequent facts and circumstances that might materially affect, or that it is reasonable to believe might so affect, the Agreement or the discharge of responsibilities under this Agreement.

Section B.7. Other Payments.

Grantee affirms that no payments have been or will be received by any official of the Grantee in connection with the procurement of goods or services financed under the Agreement, except fees, taxes, or similar payments legally established in the country of the Grantee.

Section B.8. Information and Marking.

The Grantee will give appropriate publicity to the Agreement as a program to which the United States has contributed, identify Agreement activity sites, and mark goods financed by USAID, as described in Implementation Letters.

Article C: Disbursements.

Section C.1. Disbursement.

Disbursements will be made as set forth in Article 3.1(d) and through such other means as the Parties agree to in writing.

Section C.2. Rate of Exchange.

If funds provided under the Agreement are introduced into the Cooperating Country by USAID or any public or private agency for purposes of carrying out obligations of USAID hereunder, the Grantee will make such arrangements as may be necessary so that such funds may be converted into local currency at the highest rate of exchange which, at the time the conversion is made, is not unlawful in the country of the Grantee to any person for any purpose.

Article D: Termination; Remedies.

Section D.1. Suspension and Termination.

(a) Either Party may terminate this Agreement in its entirety by giving the other Party 30 days written notice. USAID also may terminate this Agreement in part by giving the Grantee 30 days written notice, and suspend this Agreement in whole or in part upon giving the Grantee written notice. In addition, USAID may terminate this Agreement in whole or in part, upon giving the Grantee written notice, if (i) the Grantee fails to comply with any provision of this Agreement, (ii) an event occurs that USAID determines makes it improbable that the Objective or Results of the Agreement or the assistance program will be attained or that the Grantee will be able to perform its obligations under this Agreement, or (iii) any disbursement or use of funds in the manner herein contemplated would be in violation of the legislation governing USAID, whether now or hereafter in effect.

(b) Except for payment which the Parties are committed to make pursuant to noncancellable commitments entered into with third parties prior to such suspension or termination, suspension or termination of this entire Agreement or part thereof will suspend (for the period of the suspension) or terminate, as applicable, any obligation of the Parties to provide financial or other resources to the Agreement, or to the suspended or terminated portion of the Agreement, as applicable. Any portion of this Agreement which is not suspended or terminated shall remain in full force and effect.

(c) In addition, upon such full or partial suspension or termination, USAID may, at USAID's expense, direct that title to goods financed under the Agreement, or under the applicable portion of the Agreement, be transferred to USAID if the goods are in a deliverable state.

Section D.2. Refunds.

(a) In the case of any disbursement made to the Grantee which is not supported by valid documentation in accordance with this Agreement, or which is not made or used in accordance with this Agreement, or which was for goods or services not used in accordance with this Agreement, USAID, notwithstanding the availability or exercise of any other remedies under this Agreement, may require the Grantee to refund the amount of such disbursement in U.S. Dollars to USAID within sixty (60) days after receipt of a request therefore.

(b) If the failure of Grantee to comply with any of its obligations under this Agreement has the result that goods or services financed or supported under the Agreement are not

used effectively in accordance with this Agreement, USAID may require the Grantee to refund all or any part of the amount of the disbursements under this Agreement for or in connection with such goods or services in U.S. Dollars to USAID within sixty (60) days after receipt of a request therefore.

(c) The right under subsections (a) or (b) to require a refund of a disbursement will continue, notwithstanding any other provision of this Agreement, for three years from the date of the last disbursement under this Agreement.

(d) (1) Any refunds under subsections (a) or (b), or (2) any refund to USAID from a contractor, supplier, bank or other third party with respect to goods or services financed under the Agreement, which refund relates to an unreasonable price for or erroneous invoicing of goods or services, or to goods that did not conform to specifications, or to services that were inadequate, will (A) be made available first for the Agreement, to the extent justified, and (B) the remainder, if any, will be applied to reduce the amount of the Grant.

(e) Any interest or other earnings on funds disbursed by USAID to the Grantee under this Agreement prior to the authorized use of such funds for the Agreement will be returned to USAID in U.S. Dollars by the Grantee, unless USAID otherwise agrees in writing.

Section D.3. Non-waiver of Remedies.

No delay in exercising any right or remedy accruing to a Party in connection with its financing under this Agreement will be construed as a waiver of such right or remedy.

Section D.4. Assignment.

The Grantee agrees, upon request, to execute an assignment to USAID of any cause of action which may accrue to the Grantee in connection with or arising out of the contractual performance or breach of performance by a Party to a direct U.S. Dollar contract which USAID financed in whole or in part out of funds granted by USAID under this Agreement.

Article E: Miscellaneous.

Section E.1. Investment Promotion.

(a) Except as specifically set forth in the Grant 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 Grantee 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 USAID 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 Grantee must ensure that its employees and subcontractors and sub recipients providing investment promotion 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.

Section E.2. Voluntary Family Planning. Insert the following in the agreement and implementation letter.

[Agreement Language]

The Parties agree that all USAID funds provided under this Agreement shall be used in accordance with applicable United States policy and statutory requirements relating to voluntary family planning projects, and that none of the USAID funds provided under this Agreement, or goods or services financed by such funds, may be used for:

- (a) the performance of abortion as a method of family planning or to motivate or coerce any person to practice abortions;
- (b) the performance of involuntary sterilizations as a method of family planning or to coerce or provide any financial incentive to any person to undergo sterilizations; or
- (c) any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a method family planning.
- (d) USAID will issue implementation letters that more fully describe the requirements of this section.

[Implementation Letter Language]

(a) Voluntary Participation and Family Planning Methods

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

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

(b) Requirements for Voluntary Family Planning Projects

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

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

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

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

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

(6) The project shall provide family planning acceptors comprehensible information about the health benefits and risks of the method chosen, including those conditions that might render the use of the method inadvisable and those adverse side effects known to be consequent to the use of the method. This requirement may be satisfied by providing information in accordance with the medical practices and standards and health conditions in the country where the project is conducted through counseling, brochures, posters, or package inserts.

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

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

(9) (i) The Grantee shall notify USAID when it learns about an alleged violation in a project of the requirements of subparagraphs (3), (4), (5) or (7) of this paragraph; (ii) the Grantee shall investigate and take appropriate corrective action, if necessary, when

it learns about an alleged violation in a project of subparagraph (6) of this paragraph and shall notify USAID about violations in a project affecting a number of people over a period of time that indicate there is a systemic problem in the project. (iii) The Grantee shall provide USAID such additional information about violations as USAID may request.

(c) Additional Requirements for Voluntary Sterilization Programs

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

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

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

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

(d) Abortion restrictions

(1) None of the USAID funds provided under this Agreement shall 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 women to coerce or motivate women to have abortions; (iii) payments to persons to perform abortions or to solicit women 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 abortion.

(2) None of the USAID funds provided under this Agreement shall 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.

(e) Requirement for Sub-agreements

The Grantee shall insert these requirements in all sub-agreements involving family planning or population activities which will be supported in whole or in part with USAID funds under the Agreement."

Section E.3. Prohibition on Assistance to Drug Traffickers.

USAID reserves the right to terminate this Agreement or take other appropriate measures if the Grantee or a key individual of the Grantee is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

Section E.4. Workers' Rights.

(a) Except as specifically set forth in the Grant 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 Grantee 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 USAID 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 Grantee 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.

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