

Agency for International Development
Washington, D.C. 20523

936-3058
151 810 3 3

PD-ABF-327

MAY 23 1991

Mr. Rudolph von Bernuth
Vice President, Program Management
Cooperative for American
Relief Everywhere (CARE)
660 First Avenue
New York, NY 10016

Subject: Cooperative Agreement No. DPE-3058-A-00-1011-00

Dear Mr. von Bernuth:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (hereinafter referred to as "AID") hereby provides to the Cooperative for American Relief Everywhere (hereinafter referred to as "CARE" or "Recipient") the sum of Two Million Dollars (\$2,000,000), to support CARE's population and family planning expansion activities, as described in the Program Description of this Cooperative Agreement.

This Cooperative Agreement is effective and obligation is made as of the date of this letter and shall apply to commitments made by the Recipient in furtherance of Program objectives from May 1, 1991 until April 30, 1996. Funds disbursed by AID but uncommitted by the Recipient at the completion of this period shall be refunded to AID.

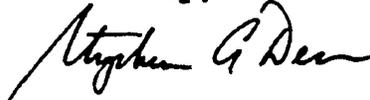
The total estimated amount of this Cooperative Agreement is \$25,799,832 of which \$2,000,000 is hereby obligated. AID shall not be liable for reimbursing the Recipient for any costs in excess of the obligated amount. Subject to the availability of funds and program priorities, up to an additional amount of \$23,799,832 may be provided.

This Cooperative Agreement is made to the Cooperative for American Relief Everywhere on condition that the funds will be administered in accordance with the terms and conditions as set forth in Attachment 1, "Schedule", Attachment 2, "Program Description", and Attachment 3, "Standard Provisions", which have been agreed to by your organization.

11"

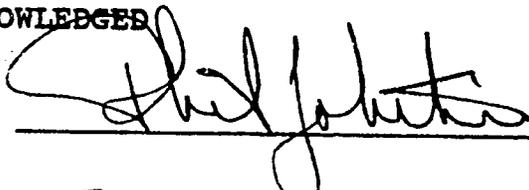
Please acknowledge your receipt of this Cooperative Agreement by signing the original and all copies in the space provided below, retaining one copy for your files, and returning the original and remaining copies to the Office of Procurement.

Sincerely,



Stephen A. Dean
Agreement Officer
Chief, Health & Population Branch
Office of Procurement

ACKNOWLEDGED

BY: 

NAME: Philip Johnston

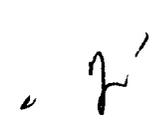
TITLE: President and CEO

DATE: 28 May 1991

Fiscal Data

1. PIO/T No.: 936-3058-1361263
Appropriation No.: 72-1111021.4
Allotment No.: 144-36-099-00-81-11
Budget Plan Code: DDPA-91-13600-IG11
Amount Obligated: \$2,000,000

Total Estimated Amount: \$25,799,832
Cognizant Technical Officer: S&T/POP, H. Destler
DUNS No.: 00-179-3082
E.I. No.: 13-1685039



SCHEDULE

A. Purpose

The purpose of this Cooperative Agreement is to provide support for the Recipient's program, entitled "Population and Family Planning Expansion", as more fully described in Attachment 2, "Program Description".

B. Period of Cooperative Agreement

1. This Cooperative Agreement is effective as of the date of the Agreement letter and shall apply to commitments made by the Recipient in furtherance of program objectives through the estimated completion date April 30, 1996.
2. Funds obligated hereunder are available for program expenditures for the estimated period May 1, 1991 through April 30, 1996.

C. Amount of Cooperative Agreement and Payment

1. The total estimated amount of this Cooperative Agreement for the period shown in Section B. above is \$25,799,832. Of this amount, \$17,800,000 is anticipated to be funded by the cognizant technical office, and up to \$8,000,000 may be provided by USAID Missions.
2. AID hereby obligates the amount of \$2,000,000 for program expenditures during the period set forth in Section B. above.
3. Additional funds up to the total estimated amount of this Cooperative Agreement may be obligated by AID subject to the availability of funds and program priorities at the time.
4. Payment shall be made to the Recipient in accordance with procedures set forth in Attachment 3, Additional Standard Provision No. One, entitled "Payment - Letter of Credit".
5. Documentation required by the payment provision noted above shall be submitted to:

Agency for International Development
Office of Financial Management
Cash Management & Payment Division
PFM/FM/CMP/DC, Room 700, SA-2
Washington, D.C. 20523-0209.

D. Budget

1. The following is the total budget for this activity as well as the budget for AID funding through this Cooperative Agreement. With respect to AID funding, the Recipient may not exceed the total estimated amount or the obligated amount, whichever is less. Except as specified in the Mandatory Standard Provision entitled "Revision of Grant Budget", the Recipient may adjust line item amounts within the grand total as may be reasonably necessary for the attainment of program objectives.

<u>Cost Element</u>	<u>AID Funding</u>	<u>Other Sources</u>	<u>Total</u>
Personnel	\$ 4,039,756	\$ 75,000	\$ 4,114,756
Vehicles & Equipment	172,465	36,000	208,465
Office Support/Audit	753,000	-0-	753,000
Travel/Trans.	1,605,486	225,000	1,830,486
Direct Pilot Proj.	17,318,026	6,250,500	23,568,526
Overhead	1,911,099	526,920	2,438,019
Total	<u>\$25,799,832</u>	<u>\$ 7,113,420</u>	<u>\$32,913,252</u>

2. The inclusion of any dollar amount above does not obviate requirements for Agreement Officer or Cognizant Technical Officer approval as set forth elsewhere in this Agreement. The Recipient agrees to furnish data on costs incurred and projected expenditures under the Agreement in the form of the above Grant Budget.
3. In accordance with the Standard Provision, entitled "Cost Sharing (Matching)", for the period of this Agreement the Recipient agrees to expend from non-Federal funds an amount at least equal to 40% of the total core funding provided by the cognizant technical office (S&T/POP) (see paragraph C.1., above). To the maximum extent feasible, the Recipient should encourage cost sharing through the provision of matching or in-kind contributions for all in-country project activities.

E. Program Report

1. The Recipient will submit three copies of an annual progress report and a final report to the Cognizant Technical Officer specified in the Agreement letter, which briefly presents major activities undertaken during the reporting period; accomplishments; problems in program development and execution; progress with each country subproject; a prospective

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on upcoming activities and any other matter agreed to in collaboration with the Cognizant Technical Officer. This report will include a critical analysis of the progress being made in achieving the goals of the program and will indicate in what ways the original plan was followed or whether it needs to be modified. These reports shall be submitted within 30 days following the end of the reporting period; within 90 days for submission of the final report.

One copy of the final report shall be submitted to the AID Agreement Officer, OP/W/HP, Room 1579, SA-14, Washington, D.C. 20523-1430.

2. Between the required performance reporting dates, events may occur that have significant impact upon the program. In such instances, the Recipient shall inform the AID Agreement Officer as soon as the following types of conditions become known:
 - a. Problems, delays, or adverse conditions that will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any AID assistance needed to resolve the situation.
 - b. Favorable developments or events that enable time schedules to be met sooner than anticipated or more work units to be produced than originally projected.
3. If any performance review conducted by the Recipient discloses the need for change in the budget estimates in accordance with the criteria established in the standard provision entitled "Revision of Grant Budget", the Recipient shall submit a request for a budget revision.
4. The Recipient will submit annual work plans to the Cognizant Technical Officer outlining the anticipated implementation for the upcoming period. The first, which will be a brief update of the year one workplan included in the application, is due within 45 days after the award of this Agreement. The Recipient will collaborate with the Cognizant Technical Officer on the timing and format of subsequent annual workplans. In general, these will summarize the year's progress toward meeting service and program

targets, detail the Recipient's proposed activities for the next year, include an updated financial plan, and lay out overall strategy for the year.

5. The Recipient will provide trip reports to the Cognizant Technical Officer for all project-related international travel within 45 days of the return of individuals. As appropriate, copies will be furnished to cognizant USAID Missions. The report will follow the Recipient's field trip format, and should describe the background, purposes, events, and contact of the travel as well as a discussion of plans for future activities.
6. The Recipient will share with the Cognizant Technical Officer other CARE project-related reports such as Project Implementation Reports, baseline study reports and training reports. As appropriate, the Recipient will provide additional reports or information as needed to assist AID in meeting its reporting requirements.

F. Financial Reporting

1. Financial reporting requirements shall be in accordance with the Additional Standard Provision of this Agreement entitled "Payment - Letter of Credit".
2. The original and two copies of all financial reports shall be submitted to AID, Office of Financial Management, Cash Management and Payment Division, Washington, D.C. 20523-0209. In addition, three copies of all financial reports shall be submitted to the Cognizant Technical Officer specified in the Cover Letter of this Agreement.
3. With the exception of the final financial report, all financial reports will be submitted within 30 days following the end of the reporting period. The final financial report will be submitted within 90 days following the estimated completion date of this Cooperative Agreement.
4. In addition to routine financial reporting requirements, the Recipient will provide the Cognizant Technical Officer with a quarterly expenditure report showing current and cumulative information relating to actual and accrued project expenditures by line items with an estimated budget for the remainder of the funding period. This report

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will show obligations, accrued outlays, and balances for each separate source of funds, e.g. S&T/POP, USAID Missions, Regional Bureaus, etc.

G. Substantial Involvement Understandings

It is understood and agreed that AID will be substantially involved during the performance of this Cooperative Agreement, as set forth in Section E., Program Reporting, F., Financial Reporting, and as stated below:

1. The Cognizant Technical Officer will undertake appropriate coordination with other offices in the Agency, as necessary.
2. The Cognizant Technical Officer will participate in the selection of countries, institutions, and organizations for the implementation of subprojects identified by the Recipient. This may include additional input from Regional Bureaus and Missions, as appropriate. This input will not include the identification or other suggestion of potential organizations, but rather will comment on and/or concur in selections made by the Recipient.
3. The Cognizant Technical Officer will approve/disapprove AID financed country subprojects, either as part of an approved country plan or as separate activities, as appropriate. The Cognizant Technical Officer's determination may be based partially on input from the cognizant USAID Mission.
4. The Cognizant Technical Officer will collaborate in the development of an annual workplan which describes specific activities to be carried out under the Agreement and in other key activities such as the selection of professional staff, evaluation criteria, etc.
5. The Cognizant Technical Officer will review and approve major activities carried out under this Agreement as proposed in the annual work plans, including subcontracts/subgrants (see No. 8, below), workshops, consultancies, and travel.
6. The Recipient will obtain the advance written approval of the Cognizant Technical Officer (and cognizant USAID Missions, as appropriate) for all AID-financed international travel. The Recipient is encouraged to seek blanket travel approval from USAID Missions wherever appropriate.

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7. The Cognizant Technical Officer will monitor and evaluate the project on a continuing basis to ensure that the continued use of Agency funding for this activity is beneficial to AID's goals and objectives. Annual management and workplan reviews will consider project progress, issues and deficiencies. Particular attention will be paid to the establishment and use of project monitoring systems, the identification and resolution of implementation issues, and ensuring the coordination of CARE population activities with those of related AID-financed population activities. CARE has a well established system of monitoring and evaluation which is parallel to AID systems, uses the logical framework to set targets and measures, and examines issues such as project impact and sustainability, "lessons learned", and the use of donor and host country resources. These systems and CARE's plans to both evaluate pilot project activities and the overall impact of the project are detailed in the Recipient's project monitoring and evaluation plans. In addition, the Cognizant Technical Officer will draw upon the resources of outside experts to conduct a project evaluation in year four. This evaluation will review progress to date as a basis for determining the need and direction of a follow-on project. The Recipient will take into account issues identified by the Cognizant Technical Officer in the continued performance of Agreement activities.
8. In addition to requirements set forth in Additional Standard Provision 6, 7 and 8, the Cognizant Technical Officer will review and approve subcontracts/subgrants in excess of \$25,000. For overseas activities, this approval may take into consideration cognizant USAID Mission approval.
9. Individuals proposed for performing the following functions are considered essential to the performance of this activity.

Senior Family Planning Advisor (100% effort)
Population Unit Director (100% effort)

Prior to diverting either of the specified individuals to other programs, the Recipient shall notify the Cognizant Technical Officer reasonably in advance and in sufficient detail to permit evaluation of the impact on the program. While the final decisions regarding these key positions rest with the

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Recipient, it is agreed that the CTC will be consulted in determining an acceptable list of candidates when and if vacancies occur. The Recipient will notify the Cognizant Technical Officer within one week of any changes in key personnel. The listing of key personnel may be amended from time to time to either add or delete personnel, as appropriate.

- 10. Consultants proposed for use under this Cooperative Agreement must have the prior written approval of the Cognizant Technical Officer.

H. Indirect Cost Rates

Pursuant to the Standard Provision entitled "Negotiated Indirect Cost Rates - Provisional, a rate or rates shall be established for each of the Recipient's accounting periods which apply to this Agreement. Pending establishment of revised indirect cost rates for each of the Recipient's accounting periods which apply to this Agreement, provisional payments on account of allowable indirect costs shall be made on the basis of the following negotiated rate(s) applied to the bases which are set forth below:

<u>Type</u>	<u>Rate</u>	<u>Base</u>	<u>Period</u>
Predetermined	8%	1/	5/1/91 - 6/30/91
Provisional	8%	1/	7/1/91 - until amended

1/ Total direct costs less exchange fluctuations; less ocean freight; less non-cash donations including agricultural commodities, ocean freight and contributions in-kind, and less U.S. Government Grants that, due to legal restrictions, do not permit indirect cost recovery.

I. Procurement and Contracting

This Section applies to the procurement of goods and services by the Recipient (i.e., contracts, purchase orders, etc.) from a supplier of goods or services (see the Standard Provisions of this Cooperative Agreement entitled "Procurement of Goods and Services" and "AID Eligibility Rules for Goods and Services"), and not to assistance provided by the Recipient (i.e., a grant or subagreement) to a Grantee or Subrecipient (see the Standard Provision of this Cooperative Agreement entitled "Subagreements").

- 1. Any commodities purchased using AID funds must have their source and origin in the cooperating country or

the United States. (Each country where research, training, technical, or other assistance takes place under the project shall be deemed to be a cooperating country for the purpose of permitting local cost financing of goods or services for the activity being conducted in such country. Such activities may be undertaken in any country included in AID Geographic Code 935.) Except for ocean shipping, the suppliers of commodities or services shall have the cooperating country or the United States as their place of nationality, except as the Agreement Officer may otherwise agree in writing. Ocean shipping financed by AID under this Cooperative Agreement shall, except as the Agreement Officer may otherwise agree in writing, be financed only on flag vessels of the United States.

2. A Government Owned Organization, i.e., a firm operated as a commercial company or other organizations (including nonprofit organizations other than public educational institutions) which are wholly or partially owned by governments or agencies thereof, are not eligible for AID financing hereunder unless approved in advance, in writing by the Agreement Officer.
3. The Recipient must obtain the prior written approval of the Agreement Officer for any purchases of automation equipment (e.g., computers, word processors, etc.), software, or related services made hereunder, if the total cost of such purchases will exceed \$100,000.

J. Title to Property

Title to all property purchased under this Cooperative Agreement shall be vested in the Recipient in accordance with the Additional Standard Provision entitled "Title To and Care of Property (U.S. Government Title)".

K. Special Provisions

1. The Recipient will include the following information on each voucher submitted for payment under this Cooperative Agreement:

Cooperative Agreement No. :
Project No. :
Technical Office: S&T/H
Obligation No. :
Source of Funding:

2. For the purposes of this Grant, references to "OMB Circular A-122" in the Standard Provisions of this Grant shall include the AID implementation of such Circular, as set forth in subpart 731.7 of the AID Acquisition Regulations (AIDAR) (41 CFR Chapter 7).
3. The following Additional Standard Provisions shall not be applicable to this Cooperative Agreement:
2, 3, 17, 18, 19, 21, and 22.

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PROGRAM DESCRIPTION

A. Purpose

The purpose of this Cooperative Agreement is to provide support for the Recipient's program entitled "Population and Family Planning Expansion" which is described below. This program is directed at expanding the availability and use of voluntary family planning services.

The goal of the Recipient's Population and Family Planning Expansion Project is to enhance the freedom of individuals in developing countries, especially sub-Saharan Africa, to choose the number and spacing of their children and to encourage a population growth rate consistent with each country's goals for social and economic development. The purpose is to lower fertility by increasing the availability and use of voluntary family planning (FP) services through the Recipient's Development Program.

This Cooperative Agreement has three main objectives:

1. developing the Recipient's institutional capacity to design and implement family planning programs;
2. testing new models of family planning service delivery which draw upon the Recipient's existing work in other sectors; and
3. increasing access to family planning information, services, and supplies for developing world couples, particularly in rural and other hard-to-access areas.

B. Background

CARE, which was founded in 1946, is now the largest private, non-sectarian development and relief organization in the world. In FY-90 with its \$300 million budget, the Recipient reached 20 million people in 39 developing countries. The Recipient has a long history of successful collaboration with AID. During the past ten years, the Recipient has implemented grants and contracts with AID funding of \$140 million and distributed \$1.8 billion in PL 480 and other agricultural commodities.

In preparation for the nineties, the Recipient undertook an extensive strategic planning exercise which examined conditions and trends in the developing world. A major finding of this analysis was that rapid population growth was severely impeding all efforts to improve the environment, health, and income of the world's poor. Subsequently, the Recipient polled their

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membership and contributing agencies and determined that it could and should make a major contribution to improving the availability and use of family planning services. The Recipient's Board of Directors has issued a CARE family planning policy statement; established a population technical unit; and begun to work with field staff to integrate family planning into on-going development programs. The Recipient has established family planning as a major organizational priority.

The Recipient seeks AID assistance in developing the technical resources, management systems, and program models to integrate family planning into their program and expand family planning service delivery. This is an important landmark in family planning. It is the first time that a major development agency has proposed to add family planning to its total program.

C. Statement of Activities

1. Institutionalizing Family Planning

The Recipient has established population and family planning as a major organizational priority and senior management has committed to integrating family planning throughout the total program. Developing the institutional capability to do this requires action by all levels of the Recipient: staff, Board, donors and international members. It also requires, as described in the Recipient's application, hiring additional specialized staff; training current staff; holding population workshops, meetings and conferences; developing informational materials, designing reporting and monitoring systems, and building family planning and population into the Recipient's total planning and strategy process.

2. Testing New Models of Service Delivery

The Recipient will design and test new models of family planning service delivery which draw upon its own multisector program; and improve access to quality family planning services especially in rural areas of low prevalence countries. During the course of this Cooperative Agreement, the Recipient intends to implement 16 major pilot projects. In each of the pilot projects, the Recipient will address constraints to increasing awareness and demand for family planning services as well as assuring that quality family planning services are supplied to meet demand.

In some pilot projects, the Recipient expects to have an implementation role in both increasing demand and ensuring supply. In other projects, the Recipient will fill gaps in either supply or demand, working closely with other organizations already active in family planning service provision. The Recipient will use its existing infrastructure and systems as a foundation for the projects. Through these pilot projects, the Recipient will develop and test new models for expanding the use and availability of quality family planning service. Models to be tested include: a) use of agricultural extension agents to promote family planning; b) adaptation of existing trucking and logistics systems to ensure contraceptive supply; and c) work with cooperatives and other local groups to increase demand for and supply of modern family planning methods.

For funding under this Cooperative Agreement, subproject selection will include the S&T/POP strategy criteria as well as those identified in the Recipient's application.

3. Increasing Access to Family Planning Services

The Recipient will fill an important niche in the portfolio of the Office of Population with its unique, village-level access to large populations. The Recipient's broad development program provides access to important hard-to-reach populations such as men and young adults as well as women of reproductive age.

Preliminary targets for services have been established in the Recipient's application. These are providing 809,400 CYP (2,697,000 CYP if Bangladesh is a project site) and reach 1,092,100 women of reproductive age (2,232,100 if Bangladesh is included). These quantitative as well as qualitative targets will be further refined and revised as appropriate as the project is implemented and monitored in the annual workplans.

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AID 1350:1
(3-87)

*PIO/T

AGENCY FOR
INTERNATIONAL DEVELOPMENT

PROJECT IMPLEMENTATION
ORDER/TECHNICAL
SERVICES

1 Cooperating Country
WORLDWIDE

Page 1 of Pages

2. PIO/T No. **1361263**

3. Original or
Amendment No. _____

4. Project/Activity No. and Title

CARE: Population and Family Planning
Expansion (936-3058)

NCG Doc. # **0020**

DISTRIBUTION
Initials: _____
Date Posted: **3-28-91**
P/M/P/M/A/PNP
OFFICE OF FINANCIAL MANAGEMENT

FUNDS RECEIVED BY:
12 Anderson

5. Appropriation Symbol
72-1111021.4

6. Budget Plan Code
DDPA-91-13600-IG11/144-36-099-00-81-11

7. Obligation Status

Administrative Reservation

Implementing Document

8. Project Assistance Completion Date
(Mo., Day, Yr.)
9/30/99

9. Authorized Agent

MS/OP/W/HP

10. This PIO/T is in full conformance with PRO/AG No.

AA/S&T

Date **2/05/91**

11a. Type of Action and Governing AID Handbook

AID Contract
(HB 14)

AID Grant or
Cooperative Agreement
(HB 13)

PASA/RSSA
(HB 12)

Other

11b. Contract/Grant/Cooperative Agreement/
PASA/RSSA Reference Number (if this is
an Amendment)

12. Estimated Financing (A detailed budget in support of column (2) is attached as Attachment No. _____)

Maximum AID Financing Available	A. Dollars	(1) Previous Total	(2) Increase	(3) Decrease	(4) Total to Date
		0	2,000,000		
	B. U.S. Owned Local Currency				

13. Mission
References

14A Instructions to Authorized Agent

Request that you award a five year Cooperative Agreement to CARE based on the program description attached". Attached are the unsolicited proposal, program description, and estimated budgets. The funds in this PIO/T cover the first 9 months of a five-year \$25.8 million Cooperative Agreement. The Justification for Non-Competitive Assistance is attached.

CN in process; funds may be obligated 4/6/91.

14B. Address of Voucher Paying Office

Agency for International Development
FM/CMPD/DCB, Rm. 700, SA-2
Washington, D.C. 20523

15. Clearances - Include typed name, office symbol, telephone number and date for all clearances.

A. The Project Officer certifies that the specifications in the statement of work or program description are technically adequate.	Phone No	B. The statement of work or program description lies within the purview of the initiating office and approved agency programs.	Date
	Date 2/22/91		
S&T/POP/FPSD:HDestler		S&T/POP:SCClark	SCC
S&T/POP/FPSD:BBrown			02/21/91
S&T/POP/FPSD:DLiberi	Date 2/26/91	D. Funds for the services requested are available	Date
S&T/POP/OCS:KKosar	Date 2/28/91		
S&T/POP/:DGillespie	Date 3/10/91		
S&T/PO:LThompson	Date 3/15/91	FM/A/PNP:Randerson	

16. For the Cooperating Country: The terms and conditions set forth herein are hereby agreed to

Signature _____ N/A _____
Date _____
Title _____

17. For the Agency for International Development
Signature **Elizabeth Roche** Date **3/26/91**
Title **Elizabeth Roche, Chief, S&T/PO/PR**

*See HB 3 Sup A, App C Att B for preparation instructions. Note: The completed form contains sensitive information whose unauthorized disclosure may subject an employee to disciplinary action.

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