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(57-0100
936-5772
636-5772)

Ms. Mayra Buvinic
Director
International Center for
Research on Women
1717 Massachusetts Ave., N.W.
Suite 302
Washington, D.C. 20036

AUG 27 1990

Subject: Cooperative Agreement No. DPE-5972-A-00-0036-00

Dear Ms. Buvinic:

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 International Center for Research on Women (hereinafter referred to as "ICRW" or "Recipient") the sum of Five Hundred Seventy Five Thousand Dollars (\$575,000), to support research on women and AIDS, 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 August 27, 1990 until August 26, 1993. 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 \$2,142,544, of which \$575,000 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 \$1,567,544 may be provided.

This Cooperative Agreement is made to the International Center for Research on Women 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.

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: Margaret A. Lycette

NAME: Margaret A. Lycette

TITLE: Acting Director

DATE: August 30, 1990

Fiscal Data

1. PIO/T No.: 936-5972.26-0361504
Appropriation No.: 72-1101021.2
Allotment No.: 042-36-099-00-20-01
Budget Plan Code: DDGA-90-13600-KG11
Amount Obligated: \$500,000
2. PIO/T No.: 930-0300-0302429
Appropriation No.: 72-1101021.5
Allotment No.: 045-30-099-00-20-01
Budget Plan Code: FDEA-90-13004-KG-11
Amount Obligated: \$65,000
3. PIO/T No.: 930-0100-0302435
Appropriation No.: 72-1101021.4
Allotment No.: 044-30-099-00-20-01
Budget Plan Code: FDP A-90-13004-KG-11
Amount Obligated: \$10,000

Total Estimated Amount: \$2,142,544
Cognizant Technical Officer: S&T/H/AIDS, L. Bradshaw
DUNS No.: 05-078-1707
E.I. No.: 52-1081455



SCHEDULE

A. Purpose

The purpose of this Cooperative Agreement is to provide support for the Recipient's program, entitled "Fighting AIDS in Developing Countries: A Focus on Women", 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 August 26, 1993.
2. Funds obligated hereunder are available for program expenditures for the estimated period August 27, 1990 through August 26, 1993.

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 \$2,147,544.
2. AID hereby obligates the amount of \$575,000 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 Grantee 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/CMPD/DCB, Room 700, SA-2
Washington, D.C. 20523-0209.

D. Budget

1. The following is the budget for this Cooperative Agreement. 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>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Total</u>
Salaries	\$ 97,907	\$ 104,760	\$ 109,999	\$ 312,666
Fringe	36,167	38,699	40,634	115,500
Honoraria (TAG)	9,900	10,440	7,320	27,660
Translation	240	-0-	12,250	12,490
Documentation	-0-	-0-	21,250	21,250
Seminars	600	650	3,300	4,550
Travel/Trans.	12,090	33,150	47,292	92,532
Subgrants	121,875	609,375	243,750	975,000
Dissemination	3,000	2,800	2,500	8,300
Consultants	-0-	-0-	1,750	1,750
Other Direct Costs	7,000	8,000	9,000	24,000
Indirect Costs	98,965	276,858	171,023	546,846
TOTAL	\$ 387,744	\$1,084,732	\$ 670,068	\$2,142,544

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.

E. Program Reports

1. The Recipient shall submit six copies of a semi-annual progress report and a final report to the Cognizant Technical Officer specified in the Agreement letter, which briefly presents the following information in addition to the data set forth in the Recipient's proposal (as amended). These reports shall be submitted within 30 days following the end of the reporting period; within 90 days for submission of the final report.

- a. A comparison of actual accomplishments with the goals established for the period, the findings of the study or both.
- b. Reasons why established goals were not met.
- c. Other pertinent information including, when appropriate, an analysis and explanation of cost overruns or high unit costs.

The report shall cover ongoing and completed activities, as well as plans for the next six months. It shall include a description of the activities to be undertaken in the subsequent period, problems encountered in the areas of program development, implementation, and management, a review of the budget and expenditures to date by programmatic categories, and a forecast of expected expenditures for the coming period. The exact format for this report shall be jointly determined by the Recipient and the Cognizant Technical Officer.

Six copies of the final report shall be submitted to the Cognizant Technical Officer within 90 days of the estimated completion date of the Cooperative Agreement. This report will 1) summarize accomplishments and/or failings as related to program objectives; 2) contain an overall description of the activities under the Cooperative Agreement including subgrant research activities; 3) provide policy and project recommendations; and 4) contain a fiscal report that describes, in detail, how funds provided herein were used.

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.

5.

- 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 Cognizant Technical Officer may request additional information from time to time. Subgrant research projects will have separate reporting requirements, as mutually agreed.
5. 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.

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.

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, and as stated below:

1. Except for requirements for Agreement Officer approval/involvement as specifically outlined elsewhere in this Cooperative Agreement, primary technical and administrative responsibility will rest with the Cognizant Technical Officer. The Cognizant Technical Officer will provide the Recipient with AID's overall technical input and ensure that both the substance and the rate of project implementation is consistent with the design set forth in the Cooperative Agreement.
2. The Cognizant Technical Officer will undertake coordination with other offices within the Agency, such as the Bureau for Program and Policy Coordination, Regional Bureaus, USAID missions and other units within the Office of Health and the Bureau for Science and Technology. The Cognizant Technical Officer will arrange for mission clearances for proposed activities and travel.
3. The Cognizant Technical Officer shall carry out a variety of functions consistent with this section, including:
 - a. Collaborative involvement in selecting the Technical Advisory Group (TAG) members.
 - b. Collaborative involvement in establishing a conceptual framework for the program research and in developing and disseminating the competition announcement.
 - c. Collaborative involvement in the review and selection of proposals for subgrant funding.
 - d. Approval of changes in the research agenda.
 - e. Approval of activities carried out under this Agreement including the research subgrants, information dissemination, and international travel.
 - f. As appropriate, involvement in analysis, interpretation, and publication of reports.
 - g. Participation in TAG meetings and the policy roundtable.
 - h. Approval of all key personnel and consultants, as further outlined below.

4. Individuals proposed for performing the following functions are considered essential to the performance of this activity, and must have the prior written approval of the Cognizant Technical Officer.

Project Director
Anthropologist/Social Psychologist

Prior to diverting any 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. The prior written approval of the Cognizant Technical Officer is required to continue the work hereunder during a continuous period in excess of three months without the participation of the approved key personnel. No diversion shall be made without the prior written approval of the Cognizant Technical Officer. Failure to provide either the individual originally included in the Recipient's application or someone of equal caliber, as determined by the Cognizant Technical Officer, may constitute a basis for discontinued funding. The listing of key personnel may be amended from time to time to either add or delete personnel, as appropriate.

5. Consultants proposed for use under this Cooperative Agreement must have the prior written approval of the Cognizant Technical Officer, except for the hiring of non-scientific/non-substantive consultants, such as editors and conference organizers, who will not require approval from the Cognizant Technical Officer.
6. In addition to requirements set forth in Additional Standard Provisions 6, 7, and 8, all subgrants/subagreements/subcontracts to implement subproject activities under this Agreement must be reviewed and approved by the Cognizant Technical Officer. The Recipient must submit the format for approval by the Cognizant Technical Officer within 60 days of the effective date of this Agreement.
7. Activities performed hereunder shall be closely monitored on a continuing basis by the Cognizant Technical Officer and/or his designees. A final program evaluation will be carried out using resources other than those provided herein.

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>
Provisional G&A	34.27%	1/	8/27/90 - until amended
Provisional Fringe	36.94%	2/	8/27/90 - until amended

1/Direct labor costs, applicable fringe benefits and other direct costs

2/Total direct and indirect labor costs

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 U.S. Government 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.:

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, 12, 15, 16, 17, 18, 19, 20, 22, and 23.

4. Government funded travelers may not retain any half-fare coupons; bonus points, or similar items of value received from a commercial air carrier on the basis of the purchase of an airline ticket to be used for official travel. All rights to bonus flights, reduced fare coupons, or other similar gratuities obtained as a result of performing official travel accrue to the Government.

PROGRAM DESCRIPTION

A. Purpose

The high incidence of HIV infection and AIDS cases among women in many developing countries signals an urgent need for education and prevention activities targeted toward women in the general population. Insufficient information is currently available on the behavioral, social, and cultural factors which determine women's risk of HIV infection and their options for behavior change. The Women and AIDS Research Program will support behavioral, ethnographic, and operations research to identify ways in which women can be effective agents in reducing their risk of HIV infection. The research is intended to have immediate implications for policy and project interventions which target women and use women as active agents in the prevention of the syndrome.

B. Statement of Activities

In order to reach the program objective, the Recipient intends to:

- assemble a Technical Advisory Group (TAG)
- develop a conceptual framework for program research
- formulate and disseminate the competition announcement
- review and select 15 research proposals for support and, if necessary, solicit additional proposals
- monitor the progress of research subgrants and provide technical assistance, as needed
- request the submission of quarterly technical and financial reports by research teams
- synthesize and disseminate knowledge generated in the program through 1) a brief newsletter for rapid dissemination of lessons learned, 2) a research report series of the 15 studies supported under the program, 3) two synthesis papers to be produced by the Recipient, 4) publications in peer review journals, and 5) travel of select researchers to international conferences
- participate with AID and TAG representatives in a policy roundtable to discuss project and policy implications of the program results and to make recommendations for the Agency AIDS program.

The Recipient's proposal dated May 18, 1990 is hereby incorporated by reference.