



MODIFICATION OF ASSISTANCE  
CONTINUATION PAGE

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ASSISTANCENO  
LAG-A-00-99-00024-00

MODIFICATION NO  
8

11 DESCRIPTION OF MODIFICATION (CONTINUED)

1. Cover Letter, first paragraph, delete "\$1,333,000" and replace with "\$2,323,000."
2. Cover Letter, second paragraph, delete "April 28, 2005" and replace with "April 30, 2008."
3. Cover Letter, Accounting and Appropriation Data, Section A, delete items 1 - 3 and replace with the following:  
Item 1. Total Estimated USAID Amount "\$2,323,000"; Item 2 Total Obligated USAID Amount "\$1,663,000";  
Item 3. Minimum Cost Sharing Amount: (b)(4)
4. Cover Letter, Accounting and Appropriation Data, Section B, add the following fiscal data:  
"NMS #375/ORG #11093, BBFY 2004/EBFY 2005, FUND ES 05, OP UNIT CUBA, SO 516 001, DIST 516 W, BGA 516,  
SOC 410000, and AMOUNT OBLIGATED \$330,000.00"
5. Schedule, Section 1.2, Period of Agreement, delete the estimated completion date of "April 28, 2005"  
and replace with "April 30, 2008."
6. Schedule, Section 1.3(a), amount of Award and Payment, delete the amount of "\$1,333,000" and  
replace with "\$1,663,000 "
7. Schedule, Section 1.4, Budget, delete the budget in its entirety and replace with the following:

"AGREEMENT BUDGET 04/29/99 TO 04/30/2008

Salaries, Wages and Benefits  
Equipment and Supplies  
Rent and Utilities  
Contractual Services  
Telephone, Long Distance and Internet  
Postage  
Periodicals, Books, Editorial Services  
Other Direct Costs

(b)(4)

TOTAL USAID AMOUNT	\$2,323,000
MINIMUM RECIPIENT COST SHARE AMOUNT	(b)(4)
TOTAL ESTIMATED PROGRAM AMOUNT	\$3,386,860

8. Schedule, Section 1.13, Cost Sharing, delete (b)(4) and replace with (b)(4)
9. Schedule, Section 1.18, Special Provisions, delete sub section #7 in its entirety
10. Schedule Section 1.19 Licensing Requirements for Cuba, add the following sub sections (e) and (f):

"

(e) If the Recipient contemplates sending private (non-Federal) funds to Cuba to further the objectives of this Agreement and such funds would constitute the Recipient's "counterpart funds" under the Agreement, the Treasury Department's License No. C-18212-A Section 1(b) should permit the Recipient to send such funds to Cuba to carry out activities authorized under the Cuban Democracy Act. However, it is recommended that all Recipients intending to introduce funds into Cuba seek confirmation from Treasury (Office of Foreign Assets Control) that the use of private Recipient funds is covered by the existing license.

(f) If the non-Federal funds are covered by an appropriate license and such use of counterpart funds is contemplated under the scope of the Agreement, cash contributions would count toward any cost-sharing requirements that the Recipient may have, assuming that the other cost-sharing criteria found in 22 CFR 226.23(a) have been met. See also Article 1.13 COST SHARING and Standard Provision C.19 COST SHARING (MATCHING). "

**11. Schedule, add the following four Special Provisions "1.19. Restrictions on Pharmaceuticals", "1.20. Compliance with U.S. Laws and Regulations" , "1.21. Disability Policy - Assistance (December 2004)" and "1.22. Reporting on Foreign Taxes 9/24/2003":**

**" 1.19. RESTRICTIONS ON PHARMACEUTICALS**

The definition of "Pharmaceutical" in the USAID ADS Glossary reads as follows:

"Any substance intended for use in the diagnosis, cure, mitigation, treatment or prevention of diseases in humans or animals; any substances (other than food) intended to affect the structure or any function of the body of humans or animals; and, any substance intended for use as a component in the above. The term includes drugs, vitamins, oral rehydration salts, biologicals, and some in-vitro diagnostic reagents/test kits; but does not include devices or their components, parts, or accessories. (Chapter 312)"

This definition includes over-the-counter items, such as aspirin and even iodine. The Recipient must comply with the requirements that pharmaceuticals be U.S. produced and FDA approved and obtain prior approval from USAID in accordance with ADS 312.5.3c and Standard Provision C.10. USAID ELIGIBILITY RULES FOR GOODS AND SERVICES subsection (a)(3). "

**"1.20. COMPLIANCE WITH U.S. LAWS AND REGULATIONS**

All USAID Cuba Program grantees are reminded that they are expected to comply with all terms of their grant agreements as well as with all U.S. laws and USG regulations. This includes but is not limited to the following:

1) Grantees must observe U.S. laws that protect copyrights and other intellectual property. Without advance written permission from holders of copyrights, grantees may not copy books, videos, audio cassettes, CDs, computer software and other informational materials for dissemination in the U.S. or elsewhere, or for distribution inside Cuba.

2) Because of the First Amendment to the Constitution, grantees may not use USG funds to purchase, copy, mail, or distribute religious or anti-religious materials.

3) Grantees may not send any equipment to Cuba without a valid Commerce Department license approving the distribution of that equipment, no matter who requests the equipment or how it is sent. "

**"1.21. USAID DISABILITY POLICY - ASSISTANCE (DECEMBER 2004)**

(a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website:  
<http://www.usaid.gov/about/disability/DISABPOL.FIN.html>.

(b) USAID therefore requires that the recipient not discriminate against people with disabilities in the implementation of USAID funded programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing the program under this grant or cooperative agreement. To that end and to the extent it can accomplish this goal within the scope of the program objectives, the recipient should demonstrate a comprehensive and consistent approach for including men, women and children with disabilities. "

**"1.22. REPORTING ON FOREIGN TAXES 9/24/2003**

(a) Final and Interim Reports. The Recipient must annually submit two reports:

- (i) an interim report by November 17, and
- (ii) a final report by April 16 of the next year.

(b) Contents of Report. The reports must contain:

- (i) Contractor/recipient name.
- (ii) Contact name with phone, fax and e-mail.
- (iii) Agreement number(s).

- (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year. NOTE: For fiscal year 2003 only, the reporting period is February 20, 2003 through September 30, 2003.
  - (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho(or South Africa).
  - (vi) Any reimbursements received by the [Contractor/Recipient] during the period in (iv) regardless of when the foreign tax was assessed plus, for the interim report, any reimbursements on the taxes reported in received by the recipient through October 31 and for the fiscal report, any reimbursements on the taxes reported in (iv) received through March 31.
  - (vii) The final report is an updated cumulative report of the interim report.
  - (viii) Reports are required even if the contractor/recipient did not pay any taxes during the report period.
  - (ix) Cumulative reports may be provided if the contractor /recipient is implementing more than one program in a foreign country.
- (c) Definitions. For purposes of this clause:
- (i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
  - (ii) "Commodity" means any material, article, supply, goods, or equipment.
  - (iii) "Foreign government" includes any foreign governmental entity.
  - (iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.
- (d) Where. Submit the reports to: [M/FM/CMP/DC Rm. 7.07-095 RRB, Office of Financial Management, 1300 Pennsylvania Ave., N.W Washington, D.C. 20523-7700]

- (e) Subagreements. The [contractor/recipient] must include the Reporting requirement in all applicable subcontracts, subgrants And Other subagreements.
- (f) For further information see  
<http://www.state.gov/m/rm/c10443.htm>. "

12. Attachment 2, Program Description, add the following Summary Supplemental Program Description for the three-year extension:

**"Summary Supplemental Program Description  
April 29, 2005 - April 30, 2008**

The Recipient will continue to provide, through its Internet Web site, an electronic news bulletin and printed publications, including bimonthly newsletters and a magazine every two months, a unique information service which directly supports the objective of increasing the flow of accurate information on democracy, human rights and free enterprise to, from and within Cuba.

The Recipient will continue publishing reports for the increasing numbers of independent journalists in Cuba, as well as assist in the improvement of the quality of reporting and encourage its dissemination by mainstream U.S. and international news entities."

13. Attachment 3, Standard Provisions, add the following two Standard provisions:

**"3.18. PUBLICATIONS AND MEDIA RELEASES (JAN 2004)**

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

(a) USAID shall be prominently acknowledged in all publications, videos or other information/media products funded or partially funded through this award, and the product shall state that the views expressed by the author(s) do not necessarily reflect those of USAID. Acknowledgements should identify the sponsoring USAID Office and Bureau or Mission as well as the U.S. Agency for International Development substantially as follows:  
"This [publication, video or other information/media product (specify)] was made possible through support provided by the Office of Regional Sustainable Development, Bureau for Latin America and Caribbean Affairs, U.S. Agency for International Development, under the terms of Award No. LAG-A-00-99-00024-00. The opinions expressed herein are those of the author(s) and do not necessarily reflect the views of the U.S. Agency for International Development."

(b) Unless the recipient is instructed otherwise by the Cognizant Technical Officer, publications, videos or other information/media products funded under this award and intended for general readership or other general use will be marked with the USAID logo and/or U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT appearing either at the top or at the bottom of the front cover or, if more

suitable, on the first inside title page for printed products, and in equivalent appropriate location in videos or other information/media products. Logos and markings of co-sponsors or authorizing institutions should be similarly located and of similar size and appearance.

(c) 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 one electronic (preferred) or one paper copy of final documents to USAID's Development Experience Clearinghouse (DEC) in to one of the following: (A) Via E-mail: docsubmit@dec.cdie.org ; (B) Via U.S. Postal Service: Development Experience Clearinghouse, 8403 Colesville Road, Suite 210, Silver Spring, MD 20910, USA; (C) Via Fax: (301) 5887787; or (D) Online: <http://www.dec.org/index.cfm?fuseaction=docSubmit.home>.

(d) Electronic documents may be submitted on 3.5" diskettes or as e-mail attachments, and should consist of only one electronic file that comprises the complete and final equivalent of the paper copy; otherwise, a paper copy must be sent. Acceptable software formats for electronic documents include Microsoft Word, WordPerfect, Microsoft Excel and Portable Document Format (PDF).

(e) Each document submitted should include the following information: 1) descriptive title; 2) author(s) name; 3) award number; 4) sponsoring USAID office; 5) date of publication; 6) software name and version (if electronic document is sent).

(f) 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.

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

(END OF STANDARD PROVISION) "

### "3.19. COST SHARING (MATCHING) (JAN 2002)

(a) If at the end of any funding period, the recipient has expended an amount of non-Federal funds less than the agreed upon amount or percentage of total expenditures, the Agreement Officer may apply the difference to reduce the amount of USAID incremental funding in the following funding period. If the award has expired or has been terminated, the Agreement Officer may require the recipient to refund the difference to USAID.

(b) The source, origin and nationality requirements and the restricted goods provision established in the Standard Provision entitled "USAID Eligibility Rules for Goods and Services" do not apply to cost sharing (matching) expenditures.

(END OF STANDARD PROVISION) "