



U.S. AGENCY FOR
INTERNATIONAL
DEVELOPMENT

OD-APP-398
95475

AUG 30 1993

Ms. Marlee R. Norton
Manager, Public & International Affairs
National Telephone Cooperative Association
2626 Pennsylvania Ave., N.W.
Washington, D.C. 20037

Subject: Cooperative Agreement No. FAO-0192-A-00-3047-00

Dear Ms. Norton:

Pursuant to the authority contained in the Foreign Assistance Act of 1961 and the Federal Grant and Cooperative Agreement Act of 1982, as amended, the Agency for International Development (hereinafter referred to as "A.I.D.") hereby provides to the National Telephone Cooperative Association (hereinafter referred to as "NTCA" or "Recipient") the sum set forth in Section 1C.2. of Attachment 1 of this Cooperative Agreement to provide financial support for the program described in Attachment 2 of this Cooperative Agreement entitled "Program Description."

This Cooperative Agreement is effective as of the date of this letter and funds obligated hereunder shall be used to reimburse the Recipient for allowable program expenditures for the period set forth in Section 1B. of Attachment 1 of this Cooperative Agreement.

This Cooperative Agreement is made to the Recipient on the condition that the funds will be administered in accordance with the terms and conditions as set forth in the attachments listed under my signature below, which together constitute the entire Cooperative Agreement document and have been agreed to by your organization.

Please acknowledge receipt and acceptance of this Cooperative Agreement by signing all copies of this Cover Letter, retaining one copy for your files, and returning the remaining copies to the undersigned.

If you have any questions, please contact Benjamin C. Vogler of my staff at (703) 875-1170.

Sincerely yours,



James A. Jeckell
Agreement Officer
Chief, FAO Branch
Office of Procurement

Attachments:

1. Schedule
2. Program Description
- ~~3. Standard Provisions~~
- ~~4. Special Provision entitled "Restrictions on Lobbying"~~

ACKNOWLEDGED:

BY: Michael E. Brunner

TYPED NAME: Michael E. Brunner

TITLE: Executive Vice President

DATE: September 9, 1993

FISCAL DATA

A. GENERAL

- A.1. Total Estimated A.I.D. Amount: \$228,621
- A.2. Total Obligated A.I.D. Amount: \$228,621
- A.3. Cost-Sharing Amount (Non-Federal): \$42,750
- A.4. Other Contributions (Federal): \$-0-
- A.5. Project No.: 938-0192
- A.6. A.I.D. Project Office: FHA/PVC, Frank Mertens
- A.7. Funding Source: A.I.D./W
- A.8. Tax I.D. No.: 52-074-1336
- A.9. CEC No.: 07584082H
- A.10. LOC No.: 72-00-1748

B. SPECIFIC

- B.1.(a) PIO/T No.: 938-0192-3681109
- B.1.(b) Project No.: 938-0192
- B.1.(c) Appropriation: 72-1131021.1
- B.1.(d) Allotment: 341-38-099-00-76-31
- B.1.(e) BPC: EDVA-93-16850-KG11
- B.1.(f) Amount: \$228,621

SCHEDULE

1A. PURPOSE OF COOPERATIVE AGREEMENT

The purpose of this Cooperative Agreement is to provide financial support for the program described in Attachment 2 of this Cooperative Agreement entitled "Program Description."

1B. PERIOD OF COOPERATIVE AGREEMENT

The effective date of this Cooperative Agreement is the date of the Cover Letter and the estimated completion date is April 30, 1995. Funds obligated hereunder (see Section 1C.2. below) shall be used to reimburse the Recipient for allowable program expenditures incurred by the Recipient in pursuit of program objectives during such period. Funds obligated hereunder are anticipated to be sufficient for completion by the Recipient of the program described in Attachment 2 of this Cooperative Agreement by the estimated completion date.

1C. AMOUNT OF COOPERATIVE AGREEMENT AND PAYMENT

1C.1. The total estimated amount of this Cooperative Agreement for its full period, as set forth in Section 1B. above, is \$228,621.

1C.2. A.I.D. hereby obligates the amount of \$228,621 for the purposes of this Cooperative Agreement during the indicated period set forth in Section 1B. above, thereby fulfilling A.I.D.'s funding requirements. A.I.D. shall not be liable for reimbursing the Recipient for any costs in excess of the obligated amount, except as specified in paragraph (f) of the Standard Provision of this Cooperative Agreement entitled "Revision of Grant Budget."

1C.3. Payment shall be made to the Recipient in accordance with procedures set forth in the Standard Provision of this Cooperative Agreement entitled "Payment - Letter of Credit," as shown in Attachment 3.

1C.4. The total estimated amount of the program described in Attachment 2 of this Cooperative Agreement is \$271,371, of which A.I.D. may provide the amount specified in Section 1C.1. above, and the Recipient will provide \$42,750 in accordance with Section 1M. below.

1D. COOPERATIVE AGREEMENT BUDGET

1D.1. The following is the Budget for the total estimated amount of this Cooperative Agreement (see Section 1C.1. above) for its full period (see Section 1B. above).

The Recipient may not exceed the total estimated amount or the obligated amount of this Cooperative Agreement, whichever is less (see Sections 1C.1. and 1C.2., respectively, above). Except as specified in the Standard Provision of this Cooperative Agreement entitled "Revision of Grant Budget," as shown in Attachment 3, the Recipient may adjust line item amounts as may be reasonably necessary for the attainment of program objectives. Revisions to the budget shall be in accordance with Section 1C. above and the Standard Provisions entitled "Revision of Grant Budget" and, if applicable, "Cost Sharing (Matching)."

1D.2. Budget

<u>Cost Element</u>	<u>A.I.D.</u>
SALARIES	\$71,902
TRAVEL	97,275
EVALUATION	8,000
OTHER DIRECT COSTS	
- (incl. audit)	6,219
OVERHEAD @ 24.66	<u>45,225</u>
TOTAL A.I.D. CONTRIBUTION:	\$228,621

TOTAL GRANTEE CONTRIBUTION: \$42,750
 TOTAL OTHER FEDERAL SUPPORT: \$-0-
 TOTAL ESTIMATED PROGRAM COST: \$271,371

1D.3. Inclusion of any cost in the budget of this Cooperative Agreement does not obviate the requirement for prior approval by the Agreement Officer of cost items designated as requiring prior approval by the applicable cost principles (see the Standard Provision of this Cooperative Agreement set forth in Attachment 3 entitled "Allowable Costs") and other terms and conditions of this Cooperative Agreement, unless specifically stated in Section 1I. below.

1E. REPORTING

1E.1. Financial Reporting

1E.1.(a) Financial reporting requirements shall be in accordance with the Standard Provision of this Cooperative Agreement entitled "Payment - Letter of Credit," as shown in Attachment 3.

1E.1.(b) All financial reports shall be submitted to A.I.D., Office of Financial Management, FA/FM/CMPD/DC, Room 700 SA-2, Washington, D.C. 20523-0209. In addition, three copies of all financial reports shall be submitted to the A.I.D. Project Office specified in the Cover Letter of this Cooperative Agreement, concurrently with submission of the Quarterly Technical Reports (See Section 1E.2. below).

1E.1.(c) The frequency of financial reporting and the due dates of reports shall be as specified in the Standard Provision of this Cooperative Agreement referred to in Section 1E.1.(a) above.

1E.1.(d) The Recipient's financial reports shall include expenditures of A.I.D. Cooperative Agreement funds provided hereunder, as well as non-federal matching funds and any other contributions in accordance with Section 1M. below.

1E.2. Program Performance Planning and Reporting

1E.2.(a) Quarterly Reports

Quarterly Reports will be submitted to FHA/PVC Project Officer within 30 days after each annual quarter. The last quarterly report is the annual report. The reports will reflect progress made in achieving goals and objectives for the period and establish new goals for the following period. Reports will, also, show the over-all progress achieved against the outputs for the life of the project as established in the log frame. Further, reports will include a detailed pipeline analysis of financial expenditures (including non-A.I.D.) by expense category.

Reports have to outline 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 program work activities by the established time period. This disclosure shall be accompanied by a statement of action taken, or contemplated, and assistance needed to resolve the situation.

The Recipient shall submit five (5) copies of brief quarterly program performance reports, which coincide with the financial reporting periods described in Section 1E.1. above, to the A.I.D. Project Office specified in the Cover Letter of this Cooperative Agreement. In addition, two copies shall be submitted to A.I.D., POL/CDIE/DI, Washington, DC 20523-1802. These reports shall be submitted within 30 days following the end of the reporting period, and shall briefly present the following information:

1E.2.(a)(1) A comparison of actual accomplishments with the goals established for the period, the findings of the investigator, or both. If the output of programs can be readily quantified, such quantitative data should be related to cost data for computation of unit costs.

1E.2.(a)(2) Reasons why established goals were not met, if applicable.

1E.2.(a)(3) Other pertinent information including the status of finances and expenditures and, when appropriate, analysis and explanation of cost overruns or high unit costs. (See Section 1I.5 of this Cooperative Agreement.)

1E.2.(b) Special Reports

Between the required program performance reporting dates, events may occur that have significant impact upon the program. In such instances, the Recipient shall inform the A.I.D. Project Officer as soon as the following types of conditions become known:

1E.2.(b)(1) 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 work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any A.I.D. assistance needed to resolve the situation.

1E.2.(b)(2) Favorable developments or events that enable time schedules to be met sooner than anticipated or more work units to be produced than originally projected.

1E.2.(b)(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 of this Cooperative Agreement entitled "Revision of Grant Budget," the Recipient shall submit a request for budget revision to the Agreement Officer and the A.I.D. Project Officer specified in the Cover Letter of this Cooperative Agreement.

1E.2.(c) Environmental Impact

If it appears that outputs of this project will result in an adverse environmental impact, the Recipient shall notify the A.I.D. Project Officer prior to implementation, in order to allow for orderly preparation of an environmental impact statement. The Recipient shall assure that appropriate U.S. Government, A.I.D., and/or host country procedures are followed.

1E.2.(d) Training Reports

1E.2.(d)(1) If the Recipient conducts participant training under this Cooperative Agreement, (see Standard Provision entitled "Participant Training" for the definition of participant training), the Recipient shall comply with reporting and information requirements of the Standard Provision entitled "Participant Training," as well as Chapters 5 and 24 of A.I.D. Handbook 10.

1E.2.(d)(2) The Recipient shall also provide five (5) copies of quarterly training reports to the A.I.D. Project Officer, covering this Cooperative Agreement. The report shall include the following information:

- Total number of new trainees during the period; and

- The following information for each LDC trainee:

- name
- citizenship
- gender
- training site
- beginning and ending dates of training
- purpose of training
- type of training activities
- source of funding

1E.2.(d)(3) The Recipient shall provide ten (10) copies of all training manuals produced under this Cooperative Agreement to the A.I.D. Project Officer.

1E.2.(e) Technical and Research Reports and Publications

The Recipient shall summarize technical and research activities of the project in reports, and distribute such reports to the appropriate USAID Missions, developing countries, and host country and international institutions in order to encourage use of the technology developed. Such reports will be completed within 60 days after completion of the activity. Journal articles and other publications are encouraged. See also the Standard Provision of this Cooperative Agreement entitled "Publications" (if the Recipient is a U.S. organization) or "Publications and Media Releases" (if the Recipient is a non-U.S. organization).

1E.2.(f) Final Report

Within 90 days following the estimated completion date of this Cooperative Agreement (see Section 1B. above), the Recipient shall submit five (5) copies of a final report to the A.I.D. Project Office specified in the cover letter of this Cooperative Agreement. In addition, two copies shall be submitted to A.I.D., POL/CDIE/DI, Washington, DC 20523-1802. It will cover the entire period of the Cooperative Agreement and include all information shown in Sections 1E.2., specifically including, but not limited to : (1) a summarization of the program's accomplishments or failings; (2) an overall description of the activities under the program during the period of this Cooperative Agreement; (3) a description of the methods of work used; (4) comments and recommendations regarding unfinished work and/or program/continuation and direction; and (5) a fiscal report that describes in detail how the Cooperative Agreement (and any matching) funds were used.

1E.2.(g) Annual Workplans

1E.2.(g)(1) The Recipient shall submit annual workplans for this Cooperative Agreement. Each annual workplan shall contain the following:

1E.2.(g)(1)(A) An action-oriented workplan describing planned activities during the next year, delineated by calendar quarter, and linked to the project goals and objectives, which describes the individuals to be involved, the activities to be conducted, and where and when they will be conducted. Planned activities shall be grouped by subject category, and then related to project objectives;

1E.2.(g)(1)(B) A projected budget, utilizing the same budget line items as are set forth in the budget of this Cooperative Agreement, for each calendar quarter, corresponding to the workplan; and

1E.2.(g)(1)(C) Publications, reports, workshops, seminars, and other information dissemination activities planned, by calendar quarter.

1E.2.(g)(2) The Recipient may develop the annual workplans in consultation with the A.I.D. Project Officer for this Cooperative Agreement.

1E.2.(g)(3) Five (5) copies of each annual workplan will be submitted to the designated A.I.D. Project Officer for this Cooperative Agreement and one copy submitted to the Agreement Officer. The first annual workplan covering the first year of this Cooperative Agreement shall be submitted by the Recipient not later than sixty (60) days from the effective date of this Cooperative Agreement (see Section 1B. above). Thereafter, the annual workplan for each successive year of this Cooperative Agreement shall be submitted by the Recipient not later than sixty (60) days prior to the beginning of each year.

1E.2.(h) Trip Reports

Within 30 days following the completion of each international trip, the Recipient shall submit 2 copies of a trip report summarizing the accomplishments of the trip to the A.I.D. Project Officer specified in the cover letter of this Cooperative Agreement. If several individuals are travelling together to one site, a single report representing the group will suffice. The report shall include the purpose of the trip, technical observations, suggestions and recommendations, overall impressions of the site situation (if appropriate), and a list of persons visited with their title and organization affiliation.

1E.2.(i) Annual Activity Reports

Within thirty (30) days following the annual anniversary date of this Cooperative Agreement, the Recipient shall submit to the A.I.D.

Project Officer specified in the cover letter of this Cooperative Agreement five (5) copies of an annual technical progress report which will be a description of the past year's activities, including technical, scientific, managerial, and fiscal information. The report shall include, both for each field site or subcontractor/subrecipient individually and for project activities as a whole, a review of program and problems to date, and a discussion of technical and managerial issues significant to the success or failure of this Cooperative Agreement. The report will also address regulatory issues related to the project. Although principally a technical document, it nevertheless must include pertinent statistics or quantitative information regarding the project and its activities. The Annual Activity Report shall also include an annual expenditure report corresponding to each annual workplan (see Section 1E.2.[b] above). These expenditure reports will cover A.I.D. and, if applicable, cost-sharing amounts by budget line item (see Section 1D.2. above) and by estimated distribution amongst project components, e.g., research, training, technical assistance, technology transfer, information dissemination, or networking.

1E.2.(j) Project Implementation Plan

Not later than sixty (60) days from the effective date of this Cooperative Agreement (see Section 1B. above), the Recipient shall prepare and submit to the A.I.D. Project Officer specified in the Cover Letter of this Cooperative Agreement five (5) copies of a project implementation plan, with critical path indicators (as described in Appendix A of A.I.D. Handbook 3), for the full term of this Cooperative Agreement.

1F. SUBSTANTIAL INVOLVEMENT UNDERSTANDINGS

It is understood and agreed that A.I.D. will be substantially involved during performance of this Cooperative Agreement as follows:

1F.1. Annual Workplan - The A.I.D. Project Officer will be consulted during the development of the annual workplans and have the right of final approval of all areas of the workplan where A.I.D. funds are included.

1F.2. Workplan Revisions - The A.I.D. Project Officer will be consulted and have the right of approval for revisions of the annual workplan which involves the use of A.I.D. funds.

1F.3. Field Visits - Pursuant to the standard provision of this Cooperative Agreement entitled "Air Travel and Transportation," the A.I.D. Project Officer must receive advance notification of all international travel.

1F.4. Field Activities - The A.I.D. Project Officer will be involved in, and must approve, the selection of sites, methodologies and strategies to be used in field activities funded under this Cooperative Agreement.

1F.5. Consultants - The A.I.D. Project Officer must approve, in advance, the selection of consultants retained by the Recipient.

1F.6. Participants - Where A.I.D. funds are used, the A.I.D. Project Officer must approve, in advance, the selection of technical trainees or scientists for participation in training activities.

1F.7. Principal Investigator/Program Manager - The A.I.D. Project Officer must approve, in advance, the selection of the individual that the Recipient proposes to make responsible for the management and operation of the proposed project, regardless of the position title of the individual investigator and any alternate.

1F.8. Subcontracts and Subagreements - The A.I.D. Project Officer must approve, in advance, the terms of reference or scope of work of all subcontracts and subagreements awarded by the Recipient. If required by Paragraphs (b)(5) or (b)(6) of the Standard Provision entitled "Revision of Grant Budget," or the Standard Provision entitled "A.I.D. Eligibility Rules for Goods and Services," the Agreement Officer must approve subcontracts (see the Standard Provision entitled "Procurement of Goods and Services") and subagreements (see the Standard Provision entitled "Subagreements").

1F.9. Evaluation - The scope of work for the internal mid-term and external final evaluation must be developed with, and approved in advance in writing by, the FHA/PVC Project Officer. The final evaluator will be funded and selected by AID/FHA/PVC.

1G. PROCUREMENT AND (SUB) CONTRACTING

1G.1. Applicability

This Section 1G. applies to the procurement of goods and services by the Recipient (i.e., contracts, purchase orders, etc.) from a supplier of goods and services (see the Standard Provisions of this Cooperative Agreement entitled "Air Travel and Transportation," "Ocean Shipment of Goods," "Procurement of Goods and Services," "AID Eligibility Rules for Goods and Services," and "Local Cost Financing"), and not to assistance provided by the Recipient (i.e., a subgrant or [sub]agreement) to a subrecipient (see the Standard Provision of this Cooperative Agreement entitled "Subagreements").

1G.2. Requirements

1G.2.(a) In addition to other applicable provisions of this Cooperative Agreement, the Recipient shall comply with paragraph (b)(1) of the Standard Provision of this Cooperative Agreement entitled "AID Eligibility Rules for Goods and Services,"

concerning Cooperative Agreements funded under the Development Fund for Africa (DFA) and Cooperative Agreements with a total procurement value of less than \$250,000 under this Cooperative Agreement. However, paragraph (b)(1) of the Standard Provision entitled "AID Eligibility Rules for Goods and Services" does not apply to:

1G.2.(a)(1) The restricted goods listed in paragraph (a)(3) of the Standard Provision entitled "AID Eligibility Rules for Goods and Services," which must be specifically approved by the Agreement Officer in all cases, except to the extent that such approval may be provided in Section 1I.4. below;

1G.2.(a)(2) Paragraph (d) of the Standard Provision entitled "AID Eligibility Rules for Goods and Services" pertaining to air and ocean transportation, to which the Standard Provisions entitled "Air Travel and Transportation" and "Ocean Shipment of Goods" apply, respectively;

1G.2.(a)(3) Paragraph (c) of the Standard Provision entitled "AID Eligibility Rules for Goods and Services;"

1G.2.(a)(4) Construction implemented by U.S. firms, regardless of dollar value, which requires that at least 50% of the supervisors and other specified key personnel working at the project site must be U.S. citizens or non-U.S. citizens lawfully admitted for permanent residence in the United States; and

1G.2.(a)(5) Engineering services, regardless of dollar value, which shall be limited to the United States (Geographic Code 000).

1G.2.(b) Paragraph (b)(2) of the Standard Provision entitled "AID Eligibility Rules for Goods and Services" does not apply.

1G.3. Approvals

Inclusion of costs in the budget of this Cooperative Agreement for the purchase of nonexpendable equipment obviates neither the requirement of Section J.13. of OMB Circular A-21 (for educational institutions) or Section 13 of Attachment B of OMB Circular A-122 (for nonprofit organizations other than educational institutions) for prior approval of such purchases by the Agreement Officer, nor any other terms and conditions of this Cooperative Agreement, unless specifically stated in Section 1I.2. below.

1G.4. Title to Property

Title to property acquired hereunder shall vest in the Recipient, subject to the requirements of the Standard Provision of this Cooperative Agreement entitled "Title To and Use of Property (Grantee Title)" regarding use, accountability, and disposition of such property, except to the extent that disposition of property may be specified in Section 1I. below.

1H. INDIRECT COST RATES

1H.1. The indirect cost rate of 24.66% applies only to this grant agreement.

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

<u>Type</u>	<u>Rate</u>	<u>Base</u>
Overhead	24.66%	1/

1/ Base of Application: Total Direct Costs

1I. SPECIAL PROVISIONS

1I.1. Limitations on Reimbursement of Costs of Compensation for Personal Services and Professional Service Costs

1I.1.(a) Employee Salaries

Except as the Agreement Officer may otherwise agree in writing, A.I.D. shall not be liable for reimbursing the Recipient for any costs allocable to the salary portion of direct compensation paid by the Recipient to its employees for personal services which exceed the highest salary level for a Foreign Service Officer, Class 1 (FS-1), as periodically amended.

1I.1.(b) Consultant Fees

Compensation for consultants retained by the Recipient hereunder shall not exceed, without specific approval of the rate by the Agreement Officer: either the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years; or the maximum rate of a Foreign Service Officer, Class 1 (FS-1) (as periodically amended), whichever is less. A daily rate is derived by dividing the annual compensation by 2,087 and multiplying the result by 8.

1I.2. Publications

1I.2(a) The Recipient agrees to provide one copy of the manuscript of any proposed publication to the A.I.D. Project Officer not later than submission to the publisher, and to give serious consideration to any comments received from the A.I.D. Project Officer.

1I.2(b) In the case of publication of any of the reports described in Section 1E.2. of this Cooperative Agreement, A.I.D. reserves the right to disclaim endorsement of the opinions expressed. For other publications, A.I.D. reserves the right to dissociate itself from sponsorship or publication. In both cases, the Recipient will consult with the A.I.D. Project Officer as to the nature and extent of any A.I.D. disclaimer of endorsement or dissociation from sponsorship or publication.

1I.2(c) If A.I.D. does not choose to disclaim endorsement or dissociate itself from sponsorship or publication, the Recipient shall, in accordance with the Standard Provision of this Cooperative Agreement entitled "Publications," acknowledge A.I.D. support as follows:

"This publication was made possible through support provided by the Office of _____,
Bureau _____, U.S. Agency
for International Development, under Cooperative Agreement No.
FAO-0192-A-00-3047-00."

1I.2(d) In addition to providing one copy of all published works and lists of other written work produced under this Cooperative Agreement to the A.I.D. Project Officer, as required by paragraph (b) of the Standard Provision of this Cooperative Agreement entitled "Publications," the Recipient shall also provide two copies of such publications and lists to A.I.D., POL/CDIE/DI, Washington, D.C. 20523-1802.

1I.3. Equipment Purchases

1I.3.(a) Requirement for Prior Approval

Pursuant to Sections 1D.3. and 1G.3. above and the Standard Provisions of this Cooperative Agreement entitled "Allowable Costs" and "Revision of Grant Budget," and by extension, Section 13 of Attachment B of OMB Circular A-122, the Recipient must obtain A.I.D. Agreement Officer approval for purchases of the following:

1I.3.(a)(1) General Purpose Equipment, which is defined as an article of nonexpendable tangible personal property which is usable for other than research, medical, scientific or technical activities, whether or not special modifications are needed to make them suitable for a particular purpose (e.g., office equipment and furnishings, air conditioning equipment, reproduction and printing equipment, motor vehicles, and automatic data processing equipment), having a useful life of more than two years and an acquisition cost of \$500 or more per unit; and

1I.3.(a)(2) Special Purpose Equipment, which is defined as an article of nonexpendable tangible personal property, which is used only for research, medical, scientific, or technical activities (e.g., microscopes, x-ray machines, surgical instruments, and spectrometers), and which has a useful life of more than two years and an acquisition cost of \$1,000 or more per unit.

1I.3.(b) Approvals

In furtherance of the foregoing, the Agreement Officer does hereby provide approval for the following purchases, which shall not be construed as authorization to exceed the total estimated amount or the obligated amount of this Cooperative Agreement, whichever is less (see Section 1C. above):

N/A

1I.3.(c) Exception for Automation Equipment

Any approval for the purchase of automation equipment which may be provided in Section 1I.3.(b) above or subsequently provided by the Agreement Officer is not valid if the total cost of purchases of automation equipment (e.g., computers, word processors, etc.), software, or related services made hereunder will exceed \$100,000. The Recipient must, under such circumstances, obtain the approval of the Agreement Officer for the total planned system of any automation equipment, software, or related services.

1I.3.(d) Compliance with A.I.D. Eligibility Rules

Any approvals provided in Section 1I.4.(b) above or subsequently provided by the Agreement Officer shall not serve to waive the A.I.D. eligibility rules described in Section 1G. of this Cooperative Agreement, unless specifically stated.

1I.4. Restricted Goods

Pursuant to Section 1G. above, paragraph (a)(3) of the Standard Provisions of this Cooperative Agreement entitled "AID Eligibility Rules for Goods and Services," the Agreement Officer's approval is required for purchase of the restricted goods described therein. In furtherance thereof, the Agreement Officer does hereby provide such approval to the extent set forth below. The Agreement Officer's approval is required for purchases of such restricted goods if all of the conditions set forth below are not met by the Recipient. Any approval provided below or subsequently provided by the Agreement Officer shall not serve to waive any terms and conditions of this Cooperative Agreement unless specifically stated.

1I.4.(a) Agricultural Commodities

Agricultural commodities may be purchased provided that they are of U.S. source (generally, the country from which the commodities are shipped) and origin (generally, the country in which the commodities are mined, grown, or produced) and purchased from a U.S. supplier, except that wheat, rice, corn, soybeans, sorghums, flour, meal, beans, peas, tobacco, hides and skins, cotton, vegetable oils, and animal fats and oils cannot be purchased under any circumstances without the prior written approval of the Agreement Officer. However, if this Agreement is funded under the Development Fund for Africa (DFA) (see Section 1G.2.[b][4] above), procurement of agricultural commodities from Special Free World countries (Geographic Code 935) is authorized, except that procurement of agricultural commodities outside the United States must have advance written approval of the Agreement Officer when the domestic price of the commodity is less than parity, unless the commodity cannot reasonably be procured in the U.S. in order to meet the needs of the project.

1I.4.(b) Motor Vehicles

Motor vehicles, if approved for purchase under Section 1I.4.(b) above or subsequently approved by the Agreement Officer, must be of U.S. manufacture and must be of at least 51% U.S. componentry. The source of the motor vehicles, and the nationality of the supplier of the vehicles, must be in accordance with Section 1G.2. above. Motor vehicles are defined as self-propelled vehicles with passenger carriage capacity, such as highway trucks, passenger cars and busses, motorcycles, scooters, motorized bicycles, and utility vehicles. Excluded from this definition are industrial vehicles for materials handling and earthmoving, such as lift trucks, tractors, graders, scrapers, and off-the-highway trucks. However, if this Agreement is funded under the Development Fund for Africa (DFA) (see Section 1G.2.[b][4] above), the procurement of non-U.S. vehicles shall be held to an absolute minimum.

1I.4.(c) Pharmaceuticals

Pharmaceuticals may be purchased provided that all of the following conditions are met: (1) the pharmaceuticals must be safe and efficacious; (2) the pharmaceuticals must be of U.S. source and origin (see Section 1G. above); (3) the pharmaceuticals must be of at least 51% U.S. componentry (see Section 1G. above); (4) the pharmaceuticals must be purchased from a supplier whose nationality is in the U.S. (see Section 1G. above); (5) the pharmaceuticals must be in compliance with U.S. Food and Drug Administration (FDA) (or other controlling U.S. authority) regulations governing United States interstate shipment of pharmaceuticals; (6) the manufacturer of the pharmaceuticals must not infringe on U.S. patents; and

(7) the pharmaceuticals must be competitively procured in accordance with the procurement policies and procedures of the Recipient and the Standard Provision of this Cooperative Agreement entitled "Procurement of Goods and Services."

1I.4.(d) Pesticides

Pesticides may only be purchased if the purchase and/or use of such pesticides is for research or limited field evaluation by or under the supervision of project personnel. Pesticides are defined as substances or mixtures of substances: intended for preventing, destroying, repelling, or mitigating any unwanted insects, rodents, nematodes, fungi, weeds, and other forms of plant or animal life or viruses, bacteria, or other micro-organisms (except viruses, bacteria, or other micro-organisms on or living in man or other living animals); or intended for use as a plant regulator, defoliant, or desiccant.

1I.4.(e) Rubber Compounding Chemicals and Plasticizers

Rubber compounding chemicals and plasticizers may only be purchased with the prior written approval of the Agreement Officer.

1I.4.(f) Used Equipment

Used equipment may only be purchased with the prior written approval of the Agreement Officer.

1I.4.(g) Fertilizer

Fertilizer may be purchased if it is either purchased in the U.S. and used in the U.S., or if it is purchased in the cooperating country with local currency for use in the cooperating country. Any fertilizer purchases which do not comply with these limitations must be approved in advance by the Agreement Officer. However, if this Agreement is funded under the Development Fund for Africa (DFA) (see Section 1G.2.[b][4] above), procurement of fertilizer from Special Free World countries (Geographic Code 935) is authorized; provided, however, that procurement of more than 5,000 tons of non-U.S. fertilizer must have the advance written approval of the Agreement Officer.

1I.5. Limitation on Use of Funds

1I.5.(a) The Recipient shall not utilize funds provided by A.I.D. for any testing or breeding feasibility study, variety improvement or introduction, consultancy, publication, conference or training in connection with the growth or production in countries other than the United States of an agricultural commodity for export which would compete with a similar commodity grown or produced in the United States.

1I.5.(b) The reports described in Section 1E.2. shall contain a statement indicating the projects or activities to which United States funds have been attributed, together with a brief description of the activities adequate to show that United States funds have not been used for the purpose in Section 1I.5.(a) above.

1I.5.(c) The Recipient agrees to refund to A.I.D. upon request an amount equal to any United States funds used for the purposes prohibited by Section 1I.5.(a) above.

1I.5.(d) No funds provided by A.I.D. under this Cooperative Agreement shall be used to provide assistance, either directly or indirectly, to any country ineligible to receive assistance pursuant to the Foreign Assistance Act as amended, related appropriations acts, or other statutes and Executive Orders of the United States (also see the Standard Provision of this Cooperative Agreement entitled "Ineligible Countries").

1J. Closeout Procedures

1J.1.

This paragraph prescribes uniform closeout procedures for A.I.D. grants and cooperative agreements with recipients.

1.J.2.

The following definitions shall apply for the purpose of this paragraph.

1.J.2.(a) Closeout The closeout of a grant or cooperative agreement is the process by which A.I.D determines that all applicable administrative actions and all required work of the grant or cooperative agreement have been completed by the recipient and A.I.D.

1.J.2.(b) Date of completion The date of completion is the date on which all work under grants and cooperative agreements is completed or the date on the award document, or any supplement or amendment thereto, on which A.I.D. sponsorship ends.

1.J.2.(c) Disallowed Costs Disallowed costs are those charges to a grant or cooperative agreement that A.I.D. or its representatives determines to be unallowable, in accordance with the applicable Federal cost principles or other conditions contained in the grant or cooperative agreement.

1.J.3. A.I.D. closeout procedures include the following requirements:

1.J.3.(a) Upon request, A.I.D. shall make prompt payments to a recipient for allowable reimbursable costs under the grant or cooperative agreement.

1.J.3.(b) The recipient shall immediately refund any balance of unobligated (unencumbered) cash that A.I.D. advanced or paid and that is not authorized to be retained by the recipient for use in other grants or cooperative agreements.

1.J.3.(c) A.I.D. shall obtain from the recipient within 90 calendar days after the date of completion of the grant or cooperative agreement all financial, performance, and other reports required as the condition of the grant or cooperative agreement. A.I.D. may grant extensions when requested by the recipient.

1.J.3.(d) When authorized by the grant or cooperative agreement, A.I.D. shall make a settlement for any upward or downward adjustments to A.I.D.'s share of costs after these reports are received.

1.J.3.(e) The recipient shall account for any property acquired with A.I.D. funds, or received from the Government in accordance with the provisions of paragraph 1T of A.I.D. Handbook 13.

1.J.3.(f) In the event a final audit has not been performed prior to the closeout of the grant or cooperative agreement, A.I.D. shall retain the right to recover an appropriate amount after fully considering the recommendations on questioned costs resulting from the final audit.

1K. RESOLUTION OF CONFLICTS

Conflicts between any of the Attachments of this Cooperative Agreement shall be resolved by applying the following descending order of precedence:

- Attachment 1 - Schedule
- Attachment 2 - Program Description
- Attachment 3 - Standard Provisions
- Attachment 4 - Special Provision entitled "Restrictions on Lobbying"

1L. STANDARD PROVISIONS

The Standard Provisions set forth as Attachment 3 of this Cooperative Agreement consist of the following Standard Provisions denoted by an "X" which are attached hereto and made a part of this Cooperative Agreement:

1L.1. Mandatory Standard Provisions For U.S., Nongovernmental Recipients

- (X) Allowable Costs (November 1985)
- (X) Accounting, Audit, and Records (August 1992)
- (X) Refunds (September 1990)
- (X) Revision of Grant Budget (November 1985)
- (X) Termination and Suspension (August 1992)
- (X) Disputes (August 1992)
- (X) Ineligible Countries (May 1986)
- (X) Debarment, Suspension, and Other Responsibility Matters (August 1992)
- (X) Nondiscrimination (May 1986)
- (X) U.S. Officials Not to Benefit (November 1985)
- (X) Nonliability (November 1985)
- (X) Amendment (November 1985)
- (X) Notices (November 1985)
- (X) Metric System of Measurement (August 1992)

1L.2. Optional Standard Provisions For U.S., Nongovernmental Recipients

- (X) OMB Approval Under the Paperwork Reduction Act (August 1992)
- (X) Payment - Letter of Credit (August 1992)
- () Payment - Periodic Advance (January 1988)
- () Payment - Cost Reimbursement (August 1992)
- (X) Air Travel and Transportation (August 1992)
- (X) Ocean Shipment of Goods (August 1992)
- (X) Procurement of Goods and Services (November 1985)
- (X) AID Eligibility Rules for Goods and Services (June 1993)
- (X) Subagreements (August 1992)
- (X) Local Cost Financing (June 1993)
- (X) Patent Rights (August 1992)
- (X) Publications (August 1992)
- () Negotiated Indirect Cost Rates - Predetermined (August 1992)
- (X) Negotiated Indirect Cost Rates - Provisional (Nonprofits) (August 1992)
- () Negotiated Indirect Cost Rates - Provisional (For-Profits) (August 1992)
- (X) Regulations Governing Employees (August 1992)
- () Participant Training (August 1992)
- () Voluntary Population Planning (June 1993)
- () Protection of the Individual as a Research Subject (August 1992)
- () Care of Laboratory Animals (November 1985)
- () Title To and Use of Property (Grantee Title) (November 1985)

- (X) Title To and Care of Property (U.S. Government Title) (November 1985)
- () Title To and Care of Property (Cooperating Country Title) (November 1985)
- (X) Cost Sharing (Matching) (August 1992)
- (X) Use of Pouch Facilities (August 1992)
- (X) Conversion of United States Dollars to Local Currency (November 1985)
- (X) Public Notices (August 1992)
- (X) Rights in Data (August 1992)

1M. COST SHARING AND OTHER CONTRIBUTIONS

1M.1. The Recipient agrees to expend an amount not less than (a) the amount shown in the budget of this Cooperative Agreement for financing by the Recipient and/or others from non-federal funds (see Sections 1D. and/or 1H.), and (b) the amount shown in the budget of this Cooperative Agreement for financing by the Recipient and/or others from other federal funds.

1M.2. The Standard Provision of this Cooperative Agreement entitled "Cost Sharing (Matching)" makes reference to project costs. "Project Costs" are defined in Attachment E of OMB Circular A-110 as all allowable costs (as set forth in the applicable cost principles [see the Standard Provision of this Cooperative Agreement entitled "Allowable Costs"]) incurred by a Recipient and the value of in-kind contributions made by the Recipient or third parties in accomplishing the objectives of this Cooperative Agreement during the program period.

1M.3. The restrictions on the use of A.I.D. funds provided hereunder, as set forth in this Cooperative Agreement, do not apply to cost-sharing (matching) or other contributions unless such restrictions are stated in the applicable federal cost principles and/or imposed by the source of such cost-sharing (matching) funds or other contributions.

PROJECT DESCRIPTION**I. Program Goal:**

To ensure the viability of existing and future private telecommunications providers in Poland, and thus afford the local populace the opportunity to obtain affordable and reliable telephone service.

II. Program Purpose:

To train and educate key Polish telecommunications policy makers and policy implementers in: specialized areas of telecommunications; the operations of the U.S. telephone industry, which can be adapted to Poland; and the business principles necessary to spur the development of privatization and competition.

III. Project description:

The objectives of this project are to:

- * Equip Ministry and Telekomunikacja Polska SA (TPSA) staff with a working knowledge of basic business principles and specialized telecommunications knowledge that will enable them to more objectively evaluate the benefits of privatization;
- * Create a climate of support for privatization among senior policy makers in the Ministry and TPSA, which is essential to ensuring the cooperation of district and local offices; and
- * Facilitate the development of professional ties between senior Polish telecomm policy makers and U.S. government offices, manufacturers and telephone companies.

The implementation of the project requires the participation and cooperation of TPSA and Ministry management. Each phase of the project consists of a major training seminar, and each is dependent on that preceding it for continuity and consistency.

A. Training for Senior-Level Policy Makers in the TPSA and Ministry

A tailor-made institutional and observational tour will be designed for eight of the most senior telecommunications policy makers in Poland. This program's objective will be for them to learn about the operating methods of the U.S. telephone industry and see first-hand how the various providers interact, as well as compete with each other, and the impact of this on the quality of service and the national economy.

Invitations will be extended to the Minister of Telecommunications, the President of TPSA, the Plenipotentiary for Rural Telecommunications and selected vice ministers and vice directors as designated by the Minister and President. Discussions with these individuals will take place very early in the project to determine the most appropriate schedule and timetable for the study tour. If there are any scheduling conflicts, the tour will be divided into two separate sessions in order to accommodate these extremely important participants.

The major emphasis of the tour(s) will be visits to NTCA member telephone cooperatives and companies. These site visits to small rural telephone operators will clearly demonstrate how small companies operate and successfully interconnect with the neighboring local exchange carriers and large interexchange carriers for mutual benefit. Special attention will be paid to the management and operations of the telco. The participants will be exposed to all aspects of how small telcos are run, from the hard technical skills of central office switching management to the softer skills of customer relations.

Another component of the tour will be visits to major government counterpart offices in the United States, such as the Federal Communications Commission (FCC), the REA Telephone Program, the National Telecommunications and Information Administration (NTIA), the National Exchange Carriers Association (NECA), Members of Congress, the National Association of Regulatory Utility Commissioners (NARUC), and the Department of Justice.

Other key companies and organizations to be included in this study tour would include AT&T and other long distance carriers (e.g., MCI and Sprint), large local exchange carriers (e.g., at least one Bell Operating Company, GTE, etc.), major manufacturers operating in Poland (e.g. Northern Telecom and AT&T), and important sources of outside capital (e.g., The World Bank and the International Finance Corporation).

B. Training for Bureau Directors

Middle management of TPSA and the Ministry will need to be trained in specific skills if they are to implement changes in policy issued by senior management. These Bureau Directors will be identified by senior management, working in conjunction with NTCA. The

selected bureaus in each agency may include the departments of Rural Telecommunications, Finance, Legal, Technical Development, Strategic Planning and Analysis, International Relations, Education and Training, Technical Standards, etc. The actual bureaus selected to participate will be chosen during the needs assessment with assistance from senior management.

A two-day seminar for approximately 20 of these directors will be implemented by NTCA staff and volunteers, along with a Polish counterpart trainer for translation and continuity. Subject areas will be tailored according to the needs as assessed by NTCA staff and senior Ministry/TPSA officials. In order for the directors to understand how small and large operators can co-exist and benefit one another, special emphasis will be paid to national networks in the U.S. and other nations, and the relationships between the local exchange carriers (LECs) and the interexchange or long distance carriers (IXCs).

The seminar would deal with the makeup of national networks, the history of the American telephone industry, the benefits of competition (and cooperation) between LECs, and the operations of a national network. The operations aspect of the program will concentrate on the technical aspects of the cooperation between the LECs and IXCs -- e.g., contracts, licensing, interconnections, etc.

C. Training for District Management

In terms of telecommunications, Poland is divided into 10 districts. In selected districts, TPSA Directors and their deputies will be chosen to participate in a two day seminar covering the same information as the Bureau Directors, but in a shorter form, plus specifics tailored to their needs and as outlined by the Bureau heads. The second day of the seminar will be a site visit to the Tyczyn telephone cooperative in Rzeszów to view how the cooperative is set up and managed.

In order to better manage this training program and best utilize available resources, the districts of Lublin, Kraków, Łódz and Katowice have been targeted. Training could be eventually replicated on a broader scale, but NTCA deems it unfeasible and potentially counterproductive at this time to attempt a country-wide program. In these four districts, there is a strong movement to establish a network of independent operators. The districts' Regional Directors have

expressed the need for additional information on the interconnections between independent LECs and TPSA.

D. Training for Voivodship-Level Management

Perhaps the most important policy implementers are the voivodship level offices of the TPSA. These offices would work with private telcos on a daily basis, and would be responsible for all technical connections to the national (and international) network and contracts between the private telcos and TPSA.

The voivodship-level directors work under the orders of the district offices, which pass on policy instructions from the central bureaus in Warsaw. In order for these lower level offices to effectively implement policy directives from TPSA bureaus and District offices, the management must have the necessary skills to effect interconnection agreements between large and small carriers, and a clear understanding of how these entities co-exist and work together.

Directors and their deputies will be selected from the 21 voivodships in the four districts listed above for a 2½-day seminar. This seminar will be developed with the cooperation and support of the central TPSA offices and be held in a large city in a central location (e.g., Krakow).

This seminar will include the topics presented to the Bureau Directors, but will focus more on the specifics regarding the interconnections between the independents and the monopoly. Examples of this would include interconnection agreements, rate setting, traffic analysis, financial planning, and so on.

E. Technical Assistance Program

In order to ensure thorough understanding of the topics presented, NTCA staff and volunteers will follow up the training seminars with a technical assistance program targeted at each level trained. NTCA staff will closely monitor the Ministry and TPSA activities to determine which bureaus and/or offices need the most immediate assistance. Periodic visits will be made to determine what topics and/or skills need to be reviewed.

NTCA staff and volunteers will focus in particular on those voivodships where there appears to be real

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progress toward or a genuine willingness to encourage private telcos. NTCA will provide technical assistance and advice to these TPSA offices regarding interconnection agreements, technical and legal contracts, rate and tariff setting, traffic studies, etc.

This follow-up program, and the subsequent meetings with the various directors and staffs, will take place within 4-6 months after the training seminars. If there is need for assistance before this time frame, contingency plans will allow for this and NTCA will send an appropriate volunteer to assist. The last six months of the project consist primarily of this technical assistance phase, which will allow time for independent cooperatives and companies to register and begin operation.

If requested, NTCA will provide technical assistance to the independent operators and provide information on bylaws, incorporation, etc.

Program Inputs:

Program inputs are as follows:

- 1) The implementation of a unique training program in telephony for four levels of TPSA and Ministry of Telecommunications management, concentrating on the issues and skills related to the interconnections between public and private sector telephone service providers;
- 2) The design and implementation of a tailor-made study tour for senior level TPSA and Ministry policy makers of U.S. government telecommunications-related agencies, U.S. telecommunications manufacturers, and U.S. local and interexchange carriers (LECs and IXCs -- i.e., local and long-distance phone companies);
- 3) A comprehensive technical assistance follow-up program for the senior policy makers of the Ministry and TPSA, and the TPSA offices responsible for implementing policy;
- 4) The development of a needs assessment of selected TPSA and Ministry policy implementers;
- 5) Site visits to working local telephone systems in Poland for Ministry and TPSA management;
- 6) The establishment of strong institutional linkages between Polish telecom agencies and U.S. government

offices and telecommunications service and equipment providers; and

- 7) The development of training and resource materials.

Program Outputs:

The following outputs will result from this program:

- 1) Changes in the regulatory and legal system and a loosening of the restrictions on operating licenses, which will encourage the development of private sector telecommunications and thus make possible the benefits of telephone service, such as enhanced agricultural production, job and income stimulation, a higher quality of life and improved health and social services for rural citizens;
- 2) Eight senior level policy makers trained in the American telecommunications system, which will give them a) the tools to create a sustainable government policy that is more favorable to private sector independent telephone companies, and b) a thorough understanding of how to construct a national telephone network made up of independent companies interconnecting with the former government controlled monopoly telephone company.

Two of these trainees will be the chief executives for the TPSA and the Ministry, while the remaining six will be the Plenipotentiary for Rural Telecommunications, vice presidents and/or key senior level government officials involved in telecommunications;

- 3) The strengthening and capability building of an independent agency in Poland based on the model of the American Rural Electrification Administration (REA). This regulatory agency is planned to be under the control of the Plenipotentiary for Rural Telecommunications. It could eventually make loans to private providers if outside capital can be obtained; however, the likelihood of outside funding is minimal unless progress is made on the necessary structural changes outlined in this document;
- 4) Approximately 70 mid-management level policy implementers trained in the following areas:
 - the benefits and methods of privatizing a public utility
 - the advantages of competition for telecommunications operators

- telecommunications business principles
 - the growth and history of the U.S. telecommunications industry and lessons learned
 - cooperation and interconnections between a former government
 - controlled monopoly service provider and private sector telecommunications providers.
- 5) A comprehensive program of monitoring and technical assistance to all of the offices and bureaus trained in the seminars. The technical assistance is a follow-up to the subjects taught and is hands-on individual training based on need.
- 6) The creation and enforcement of settlement agreements that are favorable and fair to both the TPSA and private sector companies and
- 7) Enhanced linkages between Polish telecom providers and U.S. counterparts

IV. Program Management:

Overall management of this program will be provided by the head of NTCA's international program, the Manager of Public and International Affairs. This individual will provide management and guidance during the course of the program.

Day-to-day management is the responsibility of the International Project Manager.

NTCA's local employee in Poland will function as the Project Coordinator, handling logistical arrangements and liaison responsibilities.

On the A.I.D. side, the program will be managed by the Project Officer for Cooperative Development Programs of FHA/PVC.

V. Implementation Schedule:

The proposed implementation of program activities is presented below. Reference should be made to the Project Timeline chart (attached) for additional details.

- Month 1 - Invitations made to senior level managers/directors Begin Needs Assessment
- Identify hosts and training providers
- Month 2 - Continue Needs Assessments
- Begin to arrange visits/meetings

- Arrange logistics
- Month 3
 - Finalize logistics
 - Implement study tour
- Month 4
 - Identify Bureau level participants
 - Recruit volunteer trainers
- Month 5
 - Perform Needs Assessment of Bureau level participants
 - Begin to develop resource/training materials
 - Begin to identify District level training participants
- Month 6
 - Finish Needs Assessment
 - Continue preparation of materials
 - Begin to identify participants for Voivodship level training
 - Begin District Level needs assessment
- Month 7
 - Begin technical assistance campaign for formation of Polish telecom agency
 - Arrange logistics and finalize details for Bureau level training seminar
 - Begin needs assessment for Voivodship level training
 - Recruit volunteers for Voivodship level training
- Month 8
 - Hold Seminar for Bureau Directors
 - Begin to develop logistics for District Level Training
- Month 9
 - Implement training seminar for District Level Managers
- Month 10
 - Begin to develop training materials for Voivodship level training
 - Set agenda for follow-up
 - Prepare scope of work for the mid-term evaluation
- Month 11
 - Begin to make arrangements for Voivodship level training
 - Conduct Mid-term Evaluation
- Month 12
 - Begin technical assistance program at Bureau level
- Month 13
 - Make final arrangement for voivodship level training
- Month 14
 - Implement seminar for voivodship level managers
 - Begin technical assistance program at District level

- Month 15 - Continue technical assistance program at senior levels
- Recruit volunteers to participate in technical assistance program
- Month 16 - Begin formal follow-up activities at Voivodship level
- Month 17 - Continue technical assistance program at all levels
- Month 18 - Continue technical assistance program at all levels
- Month 19 - Continue technical assistance program at all levels
- Prepare scope of work for final evaluation
- Month 20 - Conduct final evaluation

SPECIAL INSTRUCTIONS

In the event of an inconsistency, the Program Description shall take precedence over the proposal.

I. Substantial Involvement:

A. Evaluation

The scope of Work for the internal mid-term and external final evaluation must be developed with, and approved in advance in writing by, the FHA/PVC and RHUDO/SA Project Officers. The final evaluator will be funded and selected by AID/FHA/PVC.

B. Reporting

Quarterly Reports will be submitted to FHA/PVC and RHUDO/SA Project Officers within 30 days after each annual quarter. The last quarterly report is the annual report. The reports will reflect progress made in achieving goals and objectives for the period and establish new goals for the following period. Reports will, also, show the over-all progress achieved against the outputs for the life of the project as established in the log frame. Further, reports will include a detailed pipeline analysis of financial expenditures (including non-AID) by expense category.

Reports have to outline 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 program work activities by the established time period. This disclosure shall be accompanied by a statement of action taken, or contemplated, and assistance needed to resolve the situation.

Reports shall report on favourable developments of events that enable time schedules to be met sooner than anticipated or more work activities to be performed than originally projected.

C. Trip Reports

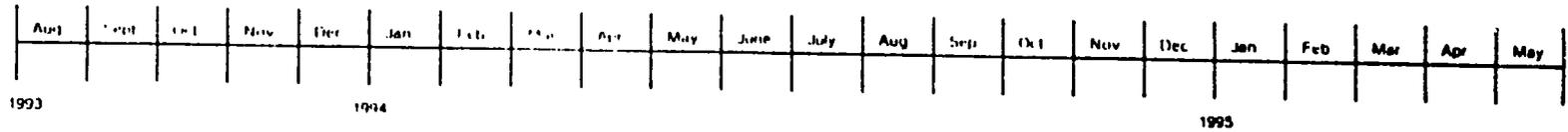
Two copies of each trip report shall be provided to FHA/PVC and RHUDO/SA not later than 30 days after completion of each travel.

D. Travel:

The recipient is required to provide advance notification of intention of travel to Missions or

Embassy in each country and RHUDO/SA. All other terms and conditions of the standard "Travel and Transportation" Provision remain unchanged.

PROJECT TIMELINE



A. TRAINING PROGRAM IMPLEMENTATION

Senior Level Training

- Identify Participants
- Conduct Needs Assessment
- Develop Prgm/Arrange Logistics
- Implement Study Tour

Bureau Level Training

- Identify Participants
- Conduct Needs Assessment
- Develop Training Materials
- Develop Prgm/Arrange Logistics
- Implement Training Program

District Level Training

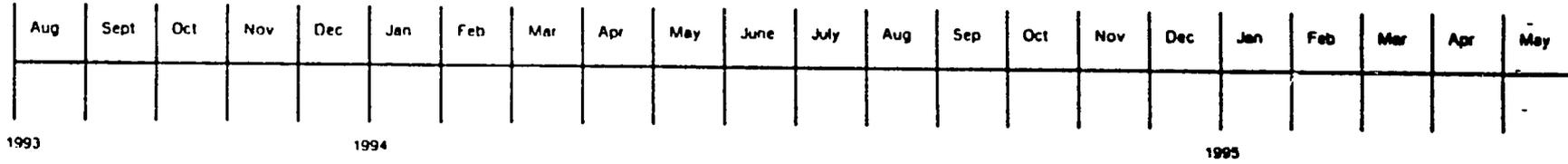
- Identify Participants
- Conduct Needs Assessment
- Develop Prgm/Arrange Logistics
- Implement Training Program

Volodship Level Training

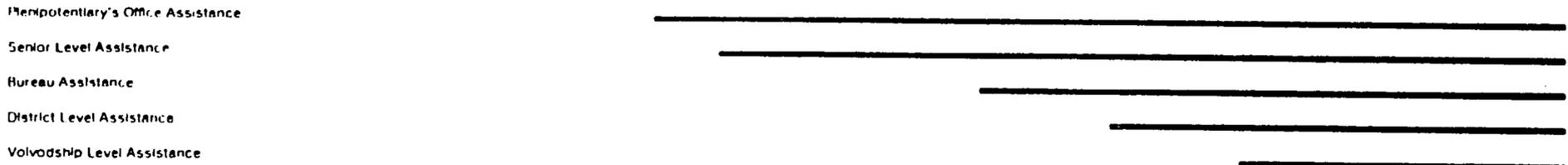
- Identify Participants
- Conduct Needs Assessment
- Develop Training Materials
- Develop Prgm/Arrange Logistics
- Implement Training Program

BEST AVAILABLE DOCUMENT

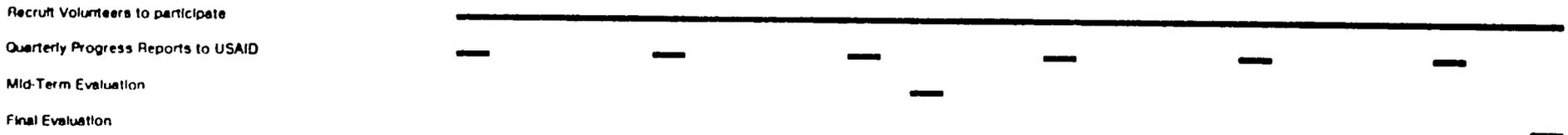




B. TECHNICAL ASSISTANCE PROGRAM



C. MONITORING & EVALUATION



BEST AVAILABLE DOCUMENT

Project Name : Telecommunications Training

Est. Completion : March 95

Date of Revision: March 93

Design Team : M. Norton and D. Craun-Beika

Narrative Summary (NS)	Measureable Indicators (MI)	Means of Verification (MOV)	Important Assumptions
<p>Goal:</p> <p>1 Ensure the viability of existing and private telecommunications providers in Poland.</p>	<p>1.1 Changes in the basic structure of Polish telecommunications allowing for a privatized TP SA interconnecting with a network of independent private telephone companies.</p> <p>1.2 The rate of telephone penetration increases substantially and becomes the highest in Eastern Europe (exceeds 24 lines/100 inhabitants).</p>	<p>1.1 Internal telecommunications reports and reports by the national and international media.</p> <p>1.2 Reports on Eastern European telecommunications by independent entities.</p> <p>1.3 Polish telecom reports</p>	<p>(goal to supergoal)</p> <p>1.1 Current leadership in Polish telecommunications remains consistent and is committed to make substantial changes in the national structure.</p>
<p>Purpose:</p> <p>1 TP SA and Ministry of Telecommunications Management trained in specialized telecommunications knowledge and the business principles associated with privatization of a national monopoly and the benefits of competition between local service providers.</p>	<p>1.1 Independent agency for rural/independent LEC's is staffed and funded at a level to sufficiently fulfill its mission.</p> <p>1.2 Policy directives issued are favorable to private investment.</p>	<p>1.1 Plenipotentiary's telecommunications reports to the Polish Senate and Sejm.</p> <p>1.2 Copies of Ministry policy directives.</p>	<p>(purpose to goal)</p> <p>1.1 Appropriate staff participate and accepts the training.</p> <p>1.2 Outside capital is made available for investment in Polish telecoms, both TP SA and independents.</p> <p>1.3 Polish government no longer accepts the status quo and supports substantial changes to the telecommunications system.</p>
<p>Outputs:</p> <p>1 Senior level policy makers of TP SA and the Ministry trained.</p> <p>2 Approximately 70 trained TP SA and Ministry policy implementers.</p>	<p>1.1 Six senior level policy makers trained in the US for 7-10 days.</p> <p>1.2 A minimum of 2 rural LEC's, 1 IXC, 1 telecom manufacturer/supplier and 4 govt offices visited.</p> <p>2.1 3 major training programs designed, developed and implemented in Poland. Groups of trainees include:</p> <ul style="list-style-type: none"> - 20 Bureau Directors (2 day seminar) - 10 District Level Directors and Deputies (1 1/2 day seminar) - 40 Voivodship level Directors and Deputies (2 1/2 day seminar) 	<p>1.1 Training Evaluations</p> <p>1.2 Program Schedule/itinerary</p> <p>2.1 Training Evaluations</p>	<p>(output to purpose)</p> <p>1.1 Senior level staff finds the American model appropriate for adaptation and enforcement in Poland.</p> <p>2.1 Senior management encourages the participation of subordinates.</p>

<p>3 A favorable settlement agreement between independent operators and the TP SA.</p> <p>4 Enhanced relationships between Polish telecom providers and US counterparts.</p> <p>5 Changes in the regulatory and legal system in Poland and the loosening of restrictions on operating licenses to enhance rural telecommunications.</p>	<p>3.1 A technical assistance program where 1 or 2 NTCA volunteers will work with each office trained 4-6 months after each of the 4 seminars.</p> <p>3.2 Minimum of 70 people given hands-on instruction in a variety of topics related to the seminars.</p> <p>4.1 Minimum of 1 supplier/manufacturer is visited by senior staff. NTCA serves as liaison for all NTCA associate members interested in the Polish Market.</p> <p>5.1 Volunteers will work with the Bureau responsible for issuing licenses in the technical assistance program.</p>	<p>2.2 Program Schedules</p> <p>3.1 Project Quarterly reports.</p> <p>3.2 Volunteer trip reports.</p> <p>4.1 Reports of meetings.</p> <p>5.1 Telecommunications law amendments.</p>	<p>2.2 Subordinates participate in the training programs and accept the idea of implementing changes in the system.</p> <p>3.1 TP SA agrees to make compromises in developing an interconnection agreement which is fair for all parties.</p> <p>4.1 American suppliers and manufacturers interested in forming relationships with Polish telecoms.</p> <p>4.2 Volunteers are allowed to work with TP SA lower level staff and can effectively impart skills related to privatization and free enterprise.</p> <p>5.1 Volunteers are allowed to work with TP SA and Ministry staffs to effectively train them in skills related to privatization.</p>
<p>Activities:</p> <p>1.1 Identify and invite senior level training participants.</p> <p>1.2 Conduct needs assessment.</p> <p>1.3 Design and develop tailor-made US-based study tour, including the recruitment of NTCA members to volunteer to participate.</p> <p>1.4 Arrange visits to US govt. offices, US telecom manufacturers, long distance carriers and rural telecom operators.</p> <p>1.5 Conduct study tour.</p> <p>2.1 Identify training participants.</p> <p>2.2 Conduct Needs Assessments.</p> <p>2.3 Develop training materials and facilities, including the recruitment of volunteers.</p> <p>2.4 Arrange logistics</p>	<p>Inputs/Resources:</p> <p>NTCA Staff 25.6 person/mos. Training: Volunteers 2.1 person/mos. Tech Assistance: Volunteers 2.5 person/mos.</p> <p>From Grant: 1993: \$ 75,526 1994: \$ 122,929 1995: \$ 30,166</p> <p>Total \$ 228,621</p> <p>Total In-Kind \$ 42,250</p>	<p>1.1 Financial Reports Quarterly Reports to AID NTCA time sheets</p> <p>2.1 As 1.1 above</p>	<p>(activity to output)</p> <p>1.1 Senior staff are available and accept invitations to participate.</p> <p>1.2 Senior staff value each visit as important.</p> <p>2.1 Trainees at each level are available and willing to attend training programs.</p> <p>2.2 Trainees actively participate in the seminars.</p>

2.5 Identify and make all arrangements for volunteer trainers.			
2.6 Implement training programs.			
3.1 Assist in the Preparation of settlement sheets and interconnection contracts in conjunction with Ministry and private sector operators during technical assistance phase of project.		3.1 As 1.1 above	3.1 Ministry and TP SA accepts WTCA's advice on settlement sheets and interconnection agreements.
4.1 Arrange visits for Polish senior policy makers to US suppliers.		4.1 As 1.1 above Meeting minutes Correspondence from suppliers/manufacturers	4.1 There is interest to form relationships on the American and Polish sides.
4.2 Serve as liaison to US suppliers as needed.			
5.1 Recruit appropriate Volunteers to participate in the technical assistance program.		5.1 As 1.1 above Volunteer reports	5.1 Bureaus willing to actively participate in the program.
5.2 Provide technical and legal assistance to Polish Bureaus and offices having influence on licensing and regulations to make the climate more conducive for private sector operators.			5.2 There is consistency in terms of staffing and Management.

