



## SCHEDULE

### A. Purpose of Agreement

This Agreement between the Recipient Agency and the United States Agency for International Development (USAID) is entered into under the authority of Section 632(b) of the Foreign Assistance Act of 1961, as amended, 22 U.S.C. Sec. 2392(b). The Agreement defines the procedures under which USAID will reimburse the Recipient Agency to implement the Program in the Latin America and the Caribbean region.

### B. Purpose of Program

The Program, further described in Annex A, consists of technical assistance to a representative group of companies from all sectors of each selected country in the Latin America and the Caribbean region to disseminate information on the advantages of creating a safer workplace.

### C. Fiscal Terms

1. Execution of this Agreement by USAID constitutes an obligation of the funds specified in Block 9B of the face sheet of this Agreement.

2. USAID funding for the Program is limited to the amount obligated above. If the Recipient Agency chooses to continue Program activities after USAID funding has been exhausted, the Recipient Agency agrees to use its own funds for that purpose.

3. The financial plan in Annex B sets forth the budget for implementation of the Program. Within the total budget amount for the Program, the Recipient Agency may adjust individual line items, provided that (1) any adjusted line item does not change by more than 15 percent of the amount shown for that line item in the financial plan and (2) the Recipient Agency gives USAID written notice of the adjustments. Adjustments to the budget that exceed 15 percent for any one line item shall require prior written approval of USAID.

### D. Billing, Financial and Other Reports

1. The Recipient Agency will bill USAID through Online Payment and Claims procedures or by submitting a Standard Form 1081 (SF-1081) to the address below.

Agency for International Development  
M/FM/CARD  
Inter-Agency Billing Unit  
SA-2, Room 603  
Washington, D.C. 20523-0208

2. The original and two (2) copies of the quarterly financial report required under Section B.2 of the Standard Provisions (Annex C) of this Agreement shall be furnished to the above address.

3. Two (2) copies of all financial and other reports required under the terms of this Agreement, along with one diskette of each report (other than financial reports) formatted in Word Perfect 5.1, or such other data processing format as USAID may agree to in writing, shall be furnished to the following address:

Agency for International Development  
Bureau for Latin America and the Caribbean  
Office of Regional Sustainable Development, Broad-Based Economic Growth  
Room 2242 NS  
Washington, D.C. 20523-0069

## **E. Special Provisions**

1. The Recipient Agency shall comply with USAID environmental regulations (22 CFR Section 216, "Regulation 16") with respect to the activities to be undertaken under this Agreement. The Program qualifies for a categorical exclusion under the terms of Regulation 16, and a categorical exclusion has been executed by USAID. Unless activities other than those described in the categorical exclusion are undertaken by the Recipient Agency under this Agreement, no further action under Regulation 16 is required. However, if further action becomes necessary, USAID will provide further guidance to assist the Recipient Agency at the request of the Recipient Agency in complying with Regulation 16.

2. **Cooperating Country Eligibility:** All countries in the Latin America and the Caribbean region, with the exception of Cuba, will be eligible to receive assistance under this Agreement. However, the Recipient Agency will comply with USAID's policies on assistance in countries in which USAID has no assistance program or is closing out its assistance programs.

3. a. The Recipient Agency may authorize procurement from a country in A.I.D. Geographic Code 941 other than as specified in Standard Provisions, Clause D only if

(1) the procurement is of commodities or services of a type that are not produced in and available for purchase in any cooperating country specified in Standard Provisions, Clause D; or

(2) the authorized representative of the Recipient Agency determines in writing on a case-by-case basis that procurement from such other country is necessary (a) to meet unforeseen circumstances, such as emergency situations, or (b) to promote efficiency in the use of United States foreign assistance resources, including to avoid impairment of foreign assistance objectives.

b. The authorization for procurement in accordance with the preceding paragraph shall be in writing, and a copy of the authorization shall be furnished to USAID.

4. **International Travel:** International travel by U.S. National direct-hire employees of the Recipient Agency may be financed under this Agreement provided the travel complies with Clause J of the Standard Provisions (Annex C) of this Agreement. All international travel is to be undertaken to design, implement and monitor technical assistance programs financed under this Agreement. In addition, funds available under this Agreement may be used to finance the travel of officials and non-governmental representatives from the Latin America and Caribbean region (but not from Cuba) to the United States or to third countries other than Cuba for study tours, general consultations, workshops, and training, provided such travel is undertaken to further the objectives of this Agreement.

5. Recipient agency personnel will not work primarily in USAID offices or on USAID project sites.

## **F. Program Performance Planning and Reporting**

### **1. Reporting**

A. **Periodic Progress Reports:** The Recipient Agency shall provide to USAID, in form and substance satisfactory to USAID, quarterly reports on progress made in achieving Program objectives. These reports shall also include, but are not limited to, the following information: status of achieving goals, objectives and benchmarks; progress or completion of components, elements or activities against planned targets; description of overall program status, other accomplishments and major highlights of program implementation; identification and explanation of significant problems or delays related to achievement of objectives or activities; a brief summary of significant corrective actions and major activities planned for the subsequent reporting period. The Recipient Agency shall also submit to USAID on a quarterly basis a financial report that includes budget information on accrued expenditures, commitments, and disbursements of funds provided under this Agreement.

**B. Final Report:** The Recipient Agency shall provide USAID, in form and substance satisfactory to USAID, a final report, not later than sixty (60) days following the completion date of the Program financed under this Agreement. This final report shall provide a chronological summary of the information required generally for the periodic progress reports; and an assessment by the Recipient Agency of the program impacts, to the extent feasible.

**2. Consultation**

The Recipient Agency and USAID will cooperate to assure that the purpose of this Agreement will be accomplished. To this end, the Recipient Agency and USAID, at the request of either, will exchange views on the progress of the Program, the performance of obligations under this Agreement, and the performance of any consultants, contractors, or suppliers engaged in the Program, and other matters relating to the Program.

**3. Coordination**

The Recipient Agency shall make best efforts to coordinate its activities with those of other U.S. Government financed programs and other donors providing assistance substantially similar to that of the Recipient Agency in the Cooperating Country(ies).

**4. Compliance with USAID Policy Guidance; Country Clearance for Travel**

a. The USAID LAC Bureau's Office of Regional Sustainable Development (LAC/RSD) shall be responsible for coordinating the implementation of USAID-funded activities of the Recipient Agency under this Agreement as part of the USAID Hemispheric Free Trade Expansion Project. From time to time, the Assistant Administrator for LAC, his Deputy, or the LAC/RSD Office Director, may provide additional policy or operational guidance in writing to the Recipient Agency or its representatives in carrying out foreign assistance programs and projects in the Latin America and the Caribbean Region, including this Project. The Recipient Agency agrees to comply with such guidance so long as it is consistent with this Agreement and with laws governing operation of the Recipient Agency.

b. In addition, the Recipient Agency shall keep USAID Country Mission Directors or Representatives, or appropriate U.S. Embassy officials in countries in which no USAID office exists, fully apprised of Recipient Agency field activities in each country funded under this Agreement, and shall implement field activities in keeping with the U.S. foreign policy objectives for the country. Before initiating travel to each country with funds provided by this Agreement, the Recipient Agency will request country clearance from the USAID Mission or U.S. Embassy in the country. The Recipient Agency shall ensure that its employees, contractors, and grantees comply with this provision.

**5. Notification**

The Recipient Agency shall notify USAID promptly in writing of any audits of activities financed by this Agreement initiated by or at the request of the Recipient Agency, its Inspector General, the Office of Management and Budget, or the General Accounting Office.

**6. Information Requirements**

a. Under Standard Provisions, Clause F, Implementation and Monitoring, quarterly reports will include a breakdown, by gender and ethnicity, of the number of individuals trained to date.

b. Recipient Agency will also provide USAID on a quarterly basis, the standardized Participant Data Form (PDF) to be supplied by USAID, which details biographical data, programmatic information as well as administrative/logistical arrangements for each participant funded under this IAA. This information will provide the basis for USAID reporting requirements to Congress.

**G. Resolution of Internal Inconsistencies in the Agreement**

Where there is a conflict between the Schedule and the Annexes of this Agreement, the Schedule shall govern, unless otherwise agreed to in writing by USAID. Where there is a conflict between the face sheet and the Schedule of this Agreement, the face sheet shall govern, unless otherwise agreed to in writing by USAID.

Clearances:

LAC/RSD/BBEG: JBecker

Date 11/20/95

LAC/RSD: TJohnson

Date \_\_\_\_\_

LAC/DPB-B: RMeehan

Date 27 Feb 95

LAC/SPM: JWeber

Date 11/22/95

FM:

Date \_\_\_\_\_

GC/LAC: SAllen

Date \_\_\_\_\_

AA/LAC: RDaubon

Date 11/27/95

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Drafted: 11/13/95, JMann, LAC/RSD/BBEG  
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**Fiscal Data**

Project Number: 598-0822

Appropriation Symbol: 725/61021,1

Budget Plan Code: LDV596-35598-KG12

Obligation Number: 598-0822-G-006000-00

Fiscal Year: 1996

Amount: \$12,150.00

Funds Control Number: 598-0822-3-6652000

Clearances:

LAC/RSD/BBEG:JBecker \_\_\_\_\_  
LAC/SPM:SHill \_\_\_\_\_  
LAC/SPM:JWeber \_\_\_\_\_  
LAC/DPB:DChiriboga \_\_\_\_\_  
GC/LAC:SAllen \_\_\_\_\_  
DAA/LAC:RDaubon \_\_\_\_\_

Date 11/20/95  
Date 11/22/95  
Date 1/27/95  
Date 11/27/95  
Date \_\_\_\_\_  
Date 11/27/95

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Clearances:

LAC/RSD/BBEG:JBecker \_\_\_\_\_  
LAC/SPM:SHill SA \_\_\_\_\_  
LAC/SPM:JWeber JW \_\_\_\_\_  
LAC/DPB:DChiriboga \_\_\_\_\_  
GC/LAC:SAllen SA \_\_\_\_\_  
DAA/LAC:RDaubon \_\_\_\_\_

Date 11/20/95  
Date 11/22/95  
Date 4/22/95  
Date \_\_\_\_\_  
Date 11/22/95  
Date \_\_\_\_\_

Clearances:

LAC/RSD/BBEG: JBecker         Date 11/20/95  
LAC/RSD: TJohnson               Date         
LAC/DPB-B: RMeehan              Date         
LAC/SPM: JWeber                  Date 11/22/95  
FM:                                    Date         
GC/LAC: SAllen                    Date 11/22/95  
AA/LAC: RDaubon                  Date       

Drafted: 11/13/95, JMann, LAC/RSD/BBEG  
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Budget Plan Code:  
Obligation Number: 598-0822-G-  
Fiscal Year: 1996  
Amount: \$12,150.00  
Funds Control Number: 598-0822-

## **Annex A - Program Description**

### **OCCUPATIONAL SAFETY AND HEALTH**

#### **TRAINING PROGRAM**

#### **LATIN AMERICA/CARIBBEAN**

#### **A Proposal**

#### **Contents**

- Background
- Objectives
- Program Content
- Sustainability
- Methodology
  - Content and Format of Training Sessions
  - Beneficiaries: Target Audience
  - Proposed Staffing and Duties
- Implementation and Delivery of Program Design
- Schedule (Table)
- Budget

#### **Background**

Worker rights practices in Central American and Caribbean countries that receive GSP and CBI benefits have regularly been cited as failing to meet adequate standards. While most of the companies cited are locally owned, many of them either export to the United States under contracts with U.S. companies, or work as local subcontractors for regionally-based U.S. companies.

U.S. policy toward the region has strongly supported greater trade between the countries of Central America and the Caribbean and the United States. But while the Caribbean Basin Initiative and the General System of Preferences significantly lower tariffs on broad range of products produced in these countries, both these programs contain conditionality provisions which may suspend these benefits if the host countries fail to maintain minimal labor standards.

In order to help address these concerns, and to help insure that trade between the United States and Central America and the Caribbean can continue to grow, the U.S. Department of Labor (DOL) proposes a series of workshops designed to familiarize a representative group of plant management and workers in each of the countries, as well as government labor inspectors, with basic safety and health techniques, guidelines, and standards. The program is aimed specifically at making persons at the plant level -- management and workers -- responsible for the

maintenance of a safe and healthy working environment. It will do so by teaching how to recognize hazards, how to remedy them, and how to develop a sustainable program that can prevent work-related accidents and health problems over the long term.

The proposed program, which will be administered by DOL's Bureau of International Labor Affairs (ILAB), will begin with a two-day workshop in San Pedro Sula, Honduras. ILAB will work with the Labor Ministry, and will draw on the expertise of the Labor Department's Occupational Safety and Health Administration (OSHA) and will subcontract with Caribbean/Latin American Action (C/LAA), which will help facilitate and implement the program.

### Objectives

The central goal of the workshops is to promote improved occupational health and safety conditions in Central America and the Caribbean. The program is designed to support the current U.S. objectives in the region of strengthening private sector institutions, improving labor standards, and encouraging economic development. By working with a representative group of companies from all sectors of each country's economy, information on the advantages of creating a safer workplace can be disseminated to a broader range of companies throughout the countries. In addition, a significant major source of stress in the U.S.-Central American/Caribbean relationship -- lax labor standards -- can be reduced.

Some of the specific problem areas that will be addressed are unsafe machinery that can cause amputations and mangled limbs; poor lighting and ventilation; unsafe electrical systems poorly organized workplaces that result in slipping, tripping, and falling hazards; unsafe vats and tanks that lead to burns and scalding; machinery noise; and respiratory problems caused by cotton dust.

Training by qualified experts on how to recognize and remedy these hazards can help eliminate many of the difficult situations workers face. Experience in the United States has shown that this leads to greater productivity on the part of workers; great plant efficiency; better industrial relations; and, in the long term, greater profits and higher wages.

### Program Content

The program will introduce employers, employees, and inspectors to hazard recognition, evaluation and control, and safety and health recognition program implementation and maintenance.

General safety and health areas that will be covered include:

- use of mechanical power transmission apparatus, including the use of fork lift trucks and the control of fumes;
- lighting and ventilation;
- storage of cases and cartons;
- control of flyings, lint, and dust, and noise;
- general housekeeping;
- handling of combustible materials, flammable liquids, and vapors;
- handling of electrical equipment; and,
- fastening and tying of packing cartons;

### **Sustainability**

The success of the program is dependent not only on the ability of plant personnel to absorb the information presented, and to make necessary adjustments, but also to sustain these changes over the long-term. To encourage the implementation and maintenance of higher safety and health standards, the OSHA instructors will work with companies to develop labor-management safety committees that will make all plant personnel aware of possible hazards, monitor on a regular basis plant safety and health, and ensure that the new, high standards are kept in place.

### **Methodology**

#### Schedule and Format of Training Sessions

The first workshop will be held in late November or early December, and will consist of one day of classroom training and one day of onsite learning. Classroom demonstrations will include of lectures, slide and videotape presentations, and the use of demonstration equipment. In addition, the instructors will engage the students in participatory exercises aimed toward getting both plant management and workers to work as a team in dealing with safety issues.

#### Beneficiaries: Target Audience

Training will be targeted primarily at those management personal with responsibility for setting safety and health standards; representatives from labor who can work with management to insure that such standards are implemented; and government labor inspectors.

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### Proposed Staffing and General Duties

The training program at each workshop will be conducted by two safety and health officials from OSHA. One, a safety and health instructor who teaches OSHA personnel in the United States, will have principal responsibility for conducting the classroom training section of the program. The second OSHA official will be a compliance officer with expertise in inspecting workplaces and locating safety and health problems. The compliance officer's principal role will conduct the onsite section of the training workshops, where plant managers and workers can be shown the particular safety and health risks that may exist, and can be given advise on how they can be eliminated expeditiously.

Both officials will be crossed-trained in both safety and health issues, and will have experience in the garment and apparel sector. Every effort will be made to use Spanish speakers. Simultaneous translation will be provided when and where needed for effective program implementation.

### Implementation and Delivery of Program Design

The successfully implementation of this proposal depends on the willingness of governments, workers, and private companies to jointly receive and participate in the training programs.

DOL/ILAB will work with the Honduras Ministry of Labor, which will host the workshop, help identify representative companies to attend the workshops, and formally invite the companies. The Ministry will also encourage the active participation of government safety and health inspectors.

To assist in the identification of companies, and to facilitate a positive relationship with the local business communities, Caribbean/Latin American Action (C/LAA) will help identify companies, develop the appropriate arrangements with the business communities, provide logistical support, and handle public relations.

C/LAA is the principal U.S. non-governmental organization that provides a continuing interchange between all the private sectors of the Caribbean Basin and the U.S. private sector. It has educated the regional private sector on the expectations and demands of U.S. business in seeking foreign sources of merchandise and services, and has conducted several seminars and presentations related to the growing sensitivity of U.S. business, and American consumers, to human and workers' rights issues abroad. C/LAA has worked with the business community in Central America to implement programs to monitor the compliance of its resident firms to internationally-recognized worker rights.

C/LAA's experience and close involvement in the region, it is especially well positioned to bring to the regional private sector audience a clear sense of U.S. domestic political support for responsible policies and practices related to worker health and safety in countries eligible for U.S. trade preferences.

C/LAA will perform the following functions as a subcontractor:

1. It will hold preliminary discussions of the project design and delivery both in-country with private sector leaders and in the United States with the principal U.S. companies sourcing manufactured products from targeted countries. It will seek to obtain from these groups agreement to host the OSHA/USAID team and to promote the project as in the best interest of the private sector involved in international trade.
2. Design an in-country public relations campaign to support the purposes of the program, aimed at achieving broad national support. Special emphasis will be given to show the positive aspects of the program and to help create a demand for future training among companies not participating in the first series of programs.
3. Provide logistical support in obtaining a site and support services necessary for implementing the program design.
4. Act as liaison with private sector institutions and companies.

## Annex B - Financial Plan and Budget

### Estimated Budget

The following budget is for a two-day workshop. Four people from the U.S. will attend: one from DOL/ILAB; two instructors from DOL/OSHA; and one coordinator from C/LAA. The two persons from DOL/ILAB and C/LAA will arrive one day prior to the workshop to make arrangement.

Translation and Interpretation	\$ 1,300
Interpreters 2 @250 per day =	
\$500 x 2 days =	\$ 1,000
Prior translation of material =	\$ 300
 Lodging and M & IE	
2 persons x 3 days = 6 room/days	
2 persons x 4 days (set up) = 8 days	
14 x \$175 (avg) per day	\$ 2,450
 Travel	
To Honduras	
\$ 750 per person x 4 =	\$ 3,000
 Ground Transportation	
To and from home airport, to and from hotel	
4 persons x \$80 appx.	\$ 320
 Local Administrative Arrangements	\$ 1000
Working lunches during workshops	
Coffee breaks during workshops	
Equipment rentals and supplies	
Folders, name tags, etc.	
 Reimbursement to OSHA for Personnel	
3 workdays x @ \$194 (GS-13) x 2 persons	\$ 1,164
 Contractor Fee @300 per day x 3 days	\$ 900
 Subtotal	\$ 10,134
 DOL Overhead 20%	\$ 2,026
 ESTIMATED TOTAL	\$ 12,150