

Agency for International Development
Washington, D.C. 20523

PDFCT 502

SEP - 9 1991

Edward A. Helme
President
Center for Clean Air Policy
444 North Capitol Street
Suite 526
Washington, D. C. 20001

Subject: Cooperative Agreement No. EUR-0039-A-00-1073-00

Dear Mr. Helme:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (hereinafter referred to as "A.I.D.") hereby provides to the Center for Clean Air Policy (hereinafter referred to as "CCAP," "the Center," or "Recipient") the sum of nine hundred ninety-nine thousand, two hundred sixty-five U.S. dollars (\$999,265) in incremental funding, in support of a two-year program entitled "Proposed Program for Environmental Technical Assistance and Management Training in the Czech and Slovak Federative Republics" (Project Number 180-0039), as more fully described in Attachment 1 of this Cooperative Agreement entitled "Schedule" and Attachment 2, entitled "Program Description."

This Cooperative Agreement is effective and obligation is made as of the date of this letter and shall apply to commitments made by the Recipient in furtherance of program objectives for the period set forth in Section B of Attachment 1 of this Cooperative Agreement. Funds disbursed by A.I.D. but uncommitted by the Recipient at the expiration of this period shall be refunded to A.I.D.

The total estimated amount of this Cooperative Agreement is \$999,265 of which \$500,000 is hereby obligated. A.I.D. shall not be liable for reimbursing the Recipient for any costs in excess of the obligated amount.

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

Please sign the original and each copy of this cover letter to acknowledge your receipt of this Cooperative Agreement, and return the original and all but one copy to the undersigned.

Sincerely,



Diane M. Miller
Grant Officer
Overseas Division-EE
Office of Procurement

Attachments:

- A. Fiscal Data
- 1. Schedule
- 2. Program Description
- 3. Standard Provisions
- 4. Disclosure of Lobbying Activities
Standard Form LLL

Appendix 1: Suggested Program Implementation Plan/
Quarterly Program Performance Reports Format

ACKNOWLEDGED:

CENTER FOR CLEAN AIR POLICY

BY: Edward A. Helme

TYPED NAME: Edward A. Helme

TITLE: Executive Director

DATE: 11-1-11

Attachment A

FISCAL DATA

| | | |
|------------------------|---|--------------------------|
| PIO/T No. | : | 180-0039-3-1183000 |
| Appropriation No. | : | 72-11X1010 |
| Budget Plan Code | : | QAIX-91-33180-IG-12 |
| Allotment No.: | : | 184-63-180-01-69-11 |
| Total Estimated Amount | : | \$999,265 |
| Total Obligated Amount | : | \$500,000 |
| Technical Office | : | ENE/DR/ENR, R. Greenberg |
| Funding Source | : | FA/FM/CMP/DC |
| Letter of Credit No. | : | N/A |
| DUNS No. | : | 62-775-5804 |
| TIN | : | 52-1423164 |

SCHEDULE

A. PURPOSE OF COOPERATIVE AGREEMENT

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

B. PERIOD OF COOPERATIVE AGREEMENT

1. The effective date of this Cooperative Agreement is the date of the attached Cover Letter and the estimated completion date is September 8, 1993.

2. In compliance with the terms and conditions of this Cooperative Agreement, funds obligated hereunder are available for program expenditures for the estimated period from May 21, 1991 through September 8, 1993 as shown in the financial plan of this Cooperative Agreement (see Section D of this Schedule).

C. AMOUNT OF COOPERATIVE AGREEMENT AND PAYMENT

1. The total estimated amount of this Cooperative Agreement for the period shown in Section B.1. above is \$999,265.

2. A.I.D. hereby obligates the amount of \$500,000 for program expenditures during the period set forth in Section B.2. above and as shown in the financial plan of this Schedule (see Section D).

3. Payment shall be made to the Recipient in accordance with procedures set forth in Attachment 3, the standard provision entitled "Payment - Periodic Advance." In accordance with this standard provision, the Recipient shall submit the required documentation to the following address:

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

Co-op Agreement to CCAP
EUR-0039-A-00-1073-00
Page 1

D. FINANCIAL PLAN

1. Financial Plan

Following is the financial plan for this Cooperative Agreement. The Recipient may not exceed the obligated amount (see Section C.2 of this Schedule). Except as specified in the standard provisions entitled "Revision of Grant Budget" and "Cost Sharing (Matching)", as shown in Attachment 3, the Recipient may adjust line item amounts as may be reasonably necessary for the attainment of program objectives.

| <u>Cost Element/Note</u> | <u>Y E A R A.I.D.</u> | <u>O N E CCAP/Other</u> | <u>Y E A R A.I.D.</u> | <u>T W O CCAP/Other</u> |
|--------------------------|---------------------------|-----------------------------|---------------------------|-----------------------------|
| Salaries - Field | \$71,800 | 0 | \$74,950 | 0 |
| Salaries - HQ (a) | 56,500 | 0 | 60,450 | 0 |
| Fringe Benefits (b) | 45,995 | 0 | 48,807 | 0 |
| Field Office | 21,350 | 0 | 19,000 | 0 |
| Exchge. Program (c) | 0 | \$71,050 | 0 | \$71,050 |
| Travel/Per Diem | 225,700 | 0 | 220,500 | 0 |
| Other Direct Costs | 53,055 | 0 | 48,209 | 0 |
| Indirect Costs (d) | 25,600 | 0 | 27,349 | 0 |
| TOTALS | \$500,000 | \$71,050 | \$499,265 | \$71,050 |

2. Financial Plan Notes

a. HQ: Denoted as Recipient's headquarters office in U.S.

b. Fringe Benefit Provisional and Ceiling Rates: Fringe benefits for the Program Representative in the field office and employees principally located at the Recipient's headquarters offices, is 39.55% of direct salaries. Unless A.I.D. may otherwise agree in writing, a ceiling for this provisional rate is hereby set at 43.50%. Accrued leave is included in both fringe benefits rates; therefore, it shall not be charged to direct salaries and wages.

c. Cost Sharing: The Recipient shall be required to cost share \$142,100, as stated in the financial plan above. For this amount, refer to Section I.4 of this Cooperative Agreement entitled "Cost Sharing." In addition to this amount, additional in-kind contributions, exceeding the required cost sharing amount by the Recipient, are estimated at \$70,000. This amount consists of indirect costs for contributed services and the estimated value of time volunteered by specialists to arrange participant meetings.

d. Indirect Costs: Refer to Section E of this Schedule.

3. Inclusion of any cost in the financial plan of this Cooperative Agreement does not obviate the requirement for prior approval by the Grant Officer of cost items designated as requiring prior approval by the applicable cost principles (see the Mandatory Standard Provision set forth in Attachment 3 entitled "Allowable Costs") and the terms and conditions of this Cooperative Agreement.

4. Not later than ninety (90) calendar days after the close of the Recipient's fiscal year, CCAP shall submit final indirect costs rates and supporting cost data documentation to the attention of the individual listed below:

Agency for International Development
Office of Procurement, MS/OP/PS/OCC
Overhead and Special Costs Branch
Room 1465, SA-14
Washington, D.C. 20523-1417
Attn: James J. Deery

E. INDIRECT COSTS

1. Indirect Cost Rate

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

| <u>Type</u> | <u>Effective Period</u> | <u>Rate</u> | <u>Base</u> |
|-------------|-------------------------|-------------|-------------|
| Provisional | 5/21/91 - 9/4/91 | 32.42% | See (a) |

(a) Base of Application:
Direct salaries, excluding accrued leave, plus fringe benefits.

2. Indirect Cost Ceiling Rate

The rate specified in Section E.1 of this Schedule is 32.42%. Payment on account of allowable indirect costs shall be made on the basis of final or predetermined indirect cost rates for each accounting period which applies to this Cooperative Agreement, but not in excess of the following ceiling rate applied to the base which is set forth below. Any indirect cost above 35.0% shall be absorbed by the Recipient and considered "cost sharing" (See Section I.4 of this Schedule.)

| <u>Type</u> | <u>Effective Period</u> | <u>Rate</u> | <u>Base</u> |
|-------------|-------------------------|-------------|---------------|
| Ceiling | Agreement Period | 35.0% | See E.1 above |

F. REPORTING REQUIREMENTS

1. Financial Reports

a. Financial reporting requirements shall be in accordance with the standard provision of this Cooperative Agreement entitled "Payment - Periodic Advance", as shown in Attachment 3.

b. The original and two (2) copies of all financial reports shall be submitted to the Office of Financial Management, whose address is listed in Section C.3. of this Schedule.

c. The Recipient's financial reports shall include expenditures of A.I.D. funds provided hereunder, as well as nonfederal cost sharing funds in accordance with Section I.4 and the standard provision entitled "Cost Sharing (Matching)."

d. Concurrently with the submission of Program Evaluation Reports (see Section F.3), one (1) copy of all financial reports shall be submitted to the Project Officer, or his designee, at the following address:

Ronald Greenberg, ENE/DR
Agency for International Development
Bureau for Europe and the Near East
Office of Development Resources
Room 4440; NS
Washington, D.C. 20523-0053

2. Annual Program Implementation Plan

a. Not later than sixty (60) calendar days after the effective date of this Cooperative Agreement (see Section B.1. of this Schedule) and ninety (90) days before Year Two, the Recipient shall prepare and submit to the A.I.D. Project Officer specified in Section F.1.d. of this Schedule the original and two (2) copies of a detailed program implementation plan (PIP) for each year of this Cooperative Agreement. In accordance with section B.2 of this Schedule, the Recipient may incur program start-up expenditures as may be reasonably necessary and allowable.

b. The Recipient may develop the PIP in consultation with the Project Officer. Suggested PIP outline format is presented in Appendix 1 to this Cooperative Agreement and should contain the following elements:

(1) A brief description of the major activities indicating the expected outcomes, responsible persons, planned starting and completion dates and duration of the activity (actual time required to complete the task, which may be less than the planned time between starting and completion dates). The Year Two PIP shall include any revised cost estimates to the Year Two financial plan.

(2) A timeline showing the sequential and concurrent activities, indicating which activities depend on the successful completion of prior activities, and highlighting those activities which are critical, i.e. if delayed, the overall project results will be delayed. A.I.D. preference is for the earliest possible start dates for activities, realization of concrete results.

(3) Plans for periodic consultation and review of the PIP and progress with the Project Officer, with A.I.D. representatives in the field and with Embassy staff of the cooperating country. The latter consultations may coincide with field trips and Temporary Duty (TDY) to Washington by the cognizant A.I.D. or Embassy staff. Reviews with the Project Officer should be held at least every six months.

(4) The PIP, and any significant changes thereafter, must be approved in writing by the Project Officer prior to the Recipient implementing any program activities specifically described therein (see section G.3 of this Schedule.) Evidence of consultation with A.I.D. representatives and Embassy staff will be required, but only the Project Officer has the authority to approve amendments to the PIP once it is approved.

3. Quarterly Program Performance Reports

a. The Recipient shall submit quarterly program performance reports (also referred to as "technical reports" or "evaluation reports"), which briefly presents the following information:

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

(2) Reasons why established goals were not met.

(3) Other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs. Cost sharing reporting by the Recipient shall be in accordance with section I.4 of this Schedule.

b. The Recipient may confer with the Project Officer on any additional report contents and a suggested reporting outline format is presented in Appendix 1. If any performance report conducted by the Recipient discloses the need for change in the financial plan estimates in

accordance with the criteria established in Mandatory Standard Provision 4 of this Cooperative Agreement entitled "Revision of Grant Budget", the Recipient shall submit a request for financial plan revision.

c. The original and two (2) copies of each program performance report shall be submitted to the cognizant Project Officer specified in Section F.1.d. of this Schedule.

d. Concurrently, two (2) copies of each program performance report shall be submitted to the following address for official Agency records:

Agency for International Development
Center for Development Information and Evaluation
Development Information Division, PPC/CDIE/DI
Room 219F, SA-18
Washington, D.C. 20523-1802

4. Special Reports

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

a. Problems, delays, or adverse conditions that will materially affect the ability to attain project objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any A.I.D. assistance needed to resolve the situation.

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

5. Annual Reports

In lieu of the fourth quarter program performance report, the Recipient shall submit an Annual Report. The original and two (2) copies of the Annual Report plus one (1) copy for the Embassy or Office of A.I.D. Representative in the cooperating country will be submitted to the Project Officer on/about the anniversary date of the agreement. Annual reports will describe program activities and the Recipient's financial contribution to the program (see section I.4 for Recipient cost sharing requirements). Subagreements/subgrants/subcontracts made by CCAP will be noted in the report with an explanation of any relationship of such agreements to this Cooperative Agreement.

6. Final Report

Within ninety (90) days after the expiration date of this Cooperative Agreement and in lieu of a fourth quarter program performance report and a Year Two Annual Report, the Recipient shall submit the original and two (2) copies of a Final Report. In addition to the final financial status report, the final report will include a summary of the program in the format set forth in section F.3.

G. SUBSTANTIAL INVOLVEMENT

It is understood that A.I.D. will be substantially involved during the performance of this Cooperative Agreement in the following manner:

1. Advance approval by the Project Officer of the Annual Program Implementation Plan (PIP) which will describe the detailed work plan and tasks, etc. The Year Two PIP will also include the financial plan for the second year, including any budget revisions, clarifications, and/or explanatory narrative. (See Section F.2).
2. Approval by the Project Officer of key personnel, and subrecipient, subgrant, and subcontracts, if any. As part of this substantial involvement element, the Recipient shall furnish the Project Officer one (1) copy of all correspondence and subsequent commitment letters regarding the participation of state and local government Exchange Participants (trainers).
3. The Recipient shall establish working relationships with A.I.D. Representative offices in the cooperating country.

H. CLOSEOUT PROCEDURES (OMB CIRCULAR A-110)

1. The following definitions shall apply for the purpose of this procedure:

a. Closeout: The closeout of a cooperative agreement is the process by which A.I.D. determines that all applicable administrative actions and all proposed work of the cooperative agreement have been completed by the Recipient and A.I.D.

b. Date of completion: The date of completion is the date on which all work under the cooperative agreement is complete or the date on the award document, or any supplement or modification thereto, on which A.I.D. sponsorship ends.

c. Disallowed costs: Disallowed costs are those charges to a cooperative agreement that A.I.D or its representative determines to be unallowable, in accordance with the applicable Federal cost principles or other conditions contained in the cooperative agreement.

2. A.I.D. closeout procedures in accordance with the Office of Management and Budget (OMB) Circular A-110 are the following:

a. The Recipient shall immediately return any balance of unobligated (unencumbered) cash that A.I.D. has advanced or paid and that is not authorized to be retained by the Recipient for use in other grants or cooperative agreements.

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

c. When authorized by the cooperative agreement, A.I.D. shall make a settlement for any award or downward adjustments to A.I.D.'s share of the costs after these reports are received.

d. The Recipient shall account for any nonexpendable property acquired with A.I.D. funds.

e. In the event a final audit has not been performed prior to the closeout of the 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.

I. SPECIAL PROVISIONS

1. Cost Principles

The federal cost principles applicable to this Cooperative Agreement are contained in OMB Circular A-122 entitled "Cost Principles for Nonprofit Organizations."

2. Recipient Application (Proposal)

A summary of the Recipient's program is stated in Attachment 2 of this Cooperative Agreement entitled "Program Description". A more in-depth discussion of the program description is provided by CCAP's application

(proposal), entitled "Proposed Program for Technical Assistance and Management Training in the Czech and Slovak Federative Republics," dated April 24, 1991 and all clarifications submitted thereto. The Recipient's application (proposal) and revisions are hereby incorporated by reference as part of this Cooperative Agreement; however, the Order of Precedence in Section I.12 applies.

2. Employee Salaries

Except as the Grant 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.

3. Travel

The standard provision entitled "Travel and Transportation" which requires advance notification of the Project Officer of the Recipient's travel intentions overseas, is applicable to this Cooperative Agreement. The Recipient is also required to provide advance notification of intention of international travel to the Embassy or Office of A.I.D. Representative in the cooperating country. Refer to Attachment 3, Standard Provision entitled "Air Travel and Transportation (November 1985)" for detailed travel procedures under this Cooperative Agreement.

4. Cost Sharing (Matching)

a. The Recipient shall expend from nonfederal cash funds by the end of the life-of-program (LOP) not less than the amount shown in the financial plan of this Cooperative Agreement under the Column headed "CCAP/Other" (see section D.1. of this Schedule) Therefore, the standard provision of this Cooperative Agreement entitled "Cost Sharing (Matching)" applies.

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

c. The Recipient is required to report in its annual reports and its financial reports (Standard Form 269) the total amount of cost sharing to date. Although the Recipient may cost share on a life-of-program basis, it is expected that funds will be expended on a pro rata basis per year and not withheld until the last year of the agreement.

5. Consultant Fees

Compensation for consultants retained by the Recipient hereunder shall not exceed, without specific approval of the rate by the Grant 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.

6. Monitoring and Evaluation

a. Monitoring: On occasion, A.I.D. Technical Officers will, with prior notification to the Recipient's headquarters, visit selected project sites.

b. Self-monitoring/evaluation: The Recipient shall be responsible for ongoing monitoring and evaluation of the program. Self-monitoring and/or evaluations will be conducted by the Recipient in accordance with its own established policies and practices.

7. Source/Origin/Nationality of Suppliers of Commodities and Services - Authorized Geographic Codes

The total value of procurement of goods and services is estimated to be less than \$250,000, therefore, the following shall apply:

a. All goods/commodities shall have their source origin first in the United States (A.I.D. Geographic Code 000), then in the cooperating country, Czechoslovakia (A.I.D. Geographic Code 184), then the Special Free World (A.I.D. Geographic Code 935), in accordance with the Standard Provision entitled "A.I.D. Eligibility Rules for Foods and Services (November 1985):. Although A.I.D. Geographic Code 935 does not normally include the cooperating country, for the period of this Cooperative Agreement, unless otherwise amended, the aforementioned Optional Standard Provision is amended to include the cooperating country. The order of preference in paragraph (b)(1) of that Standard Provision applies as stated, with Czechoslovakia approved as cooperating country.

b. Rental or leasing of office space and/or warehouse space is authorized for A.I.D. Geographic Code 000, and/or A.I.D. Geographic Code 184.

8. Equipment and Other Capital Expenditures

a. Requirement for Prior Approval: Pursuant to the Standard Provisions of this Cooperative Agreement entitled "Allowable Costs (November 1985)" and "Revision of Grant Budget (November 1985)," the Recipient shall obtain prior approval from the Grant Officer for the following: Purchase of "General Purpose Equipment," which is defined as an article of nonexpendable tangible personal property, the use of which is not limited to research, medical, scientific, or other activities (e.g., office equipment and furnishings, air conditioning equipment, reproduction or other 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.)

b. Approvals: In furtherance of the foregoing, the Grant Officer does hereby provide approval for the following purchases of new equipment, which shall not be construed as authorization to exceed the estimated amount or the obligated amount of this Cooperative Agreement, whichever is less (See Section C of this Schedule):

| <u>Item Description</u> | <u>Quantity</u> |
|-------------------------|-----------------|
| Laptop Computer | 1 |
| Desktop Computer | 3 |
| Computer Printer | 1 |
| Modem | 2 |
| Copier | 1 |
| Facsimile machine | 1 |

c. Exception for Automatic Data Processing Equipment: Any approval for the purchase of automation equipment which may subsequently be provided by the Grant 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 shall, under such circumstances, obtain the approval of the Grant Officer for the total planned system of any automation equipment, software, or related services.

9. Procurement of Used Equipment

See Section I.8.a. above.

10. Ocean Shipment of Goods

No ocean shipment of goods is proposed under this Cooperative Agreement, therefore, the Standard Provision entitled "Ocean Shipment of Goods (May 1986)" will not apply.

11. Title to Property

Title to property purchased by the Recipient under this Cooperative Agreement shall be vested in the Recipient, Accordingly, the Standard Provision entitled "Title to and Care of Property (Grantee Title)" applies. Disposition of property shall be in accordance with this Standard Provision.

12. Order of Precedence

In the event of any inconsistencies in this Cooperative Agreement, they shall be resolved by applying the following in descending order of precedence:

Attachment 1 - Schedule
Cover Letter
Attachment 3 - Standard Provisions
Attachment 2 - Program Description
Recipient's Application (Proposal)/Revisions

13. Participant Training

The Recipient shall organize training visits for Czechoslovak officials to come to the United States for participant training. A.I.D. is funding international travel for approximately 25 participants, therefore, the Standard Provision entitled "Participant Training (May 1986)" shall apply.

14. Publications

Publications funded under this Cooperative Agreement are authorized. The following requirement for all publications produced under this Cooperative Agreement is hereby added to the Standard Provision entitled "Publications (November 1985):"

"The opinions expressed in this publication are those of the author(s) and do not represent the official position of the United States Agency for International Development."

15. Correspondence

For the purposes of "notices" delivered to the A.I.D. Grant Officer, pursuant to Mandatory Standard Provision 13 entitled "Notices", the following addresses shall be used:

a) Regular U.S. Postal Service

Grant Officer
Agency for International Development
Office of Procurement
Overseas Division - Eastern Europe Branch
Room 1566; SA-14
Washington, D.C. 20523-1426

b) By Courier/Express Mail Only

Grant Officer
Agency for International Development
Office of Procurement
Overseas Division - Eastern Europe Branch
15th floor receptionist
1100 Wilson Blvd.
Arlington, Virginia 22209

16. Zip Codes

Use the following nine-digit zip codes instead of the five-digit zip codes shown in the corresponding standard provisions:

| <u>Standard Provision</u> | <u>Zip Code</u> |
|---|-----------------|
| Disputes | 20523-0051 |
| Procurement of Goods and Services | 20523-1414 |
| Negotiated Indirect Cost Rates - Provisional | 20523-0060 |
| (second address in provision) | 20523-1417 |

17. Standard Provisions

The Standard Provisions set forth in Attachment 3 consist of the following Mandatory and applicable Optional Standard Provisions and the corresponding numbers (as specified on pages 4C-1 and 4C-8a of the Attachment) which are attached hereto and hereby incorporated as a part of this Cooperative Agreement:

(a) MANDATORY STANDARD PROVISIONS FOR U.S.,
NONGOVERNMENTAL GRANTEES

1. Allowable Costs (November 1985)
2. Accounting, Audit, and Records (September 1990)
3. Refunds (September 1990)
4. Revision of Grant Budget (November 1985)

5. Termination and Suspension (May 1986)
6. Disputes (November 1989)
7. Ineligible Countries (May 1986)
8. Debarment, Suspension, and Other Responsibility Matters (March 1989)
9. Nondiscrimination (May 1985)
10. U.S. Officials Not to Benefit (November 1985)
11. Nonliability (November 1985)
12. Amendment (November 1985)
13. Notices (November 1985)

**(b) OPTIONAL STANDARD PROVISIONS FOR U.S.,
NONGOVERNMENTAL GRANTEEES**

2. Payment - Periodic Advance (January 1988)
4. Air Travel and Transportation (November 1985)
6. Procurement of Goods and Services (November 1985)
7. A.I.D. Eligibility Rules for Goods and Services (November 1985)
8. Subagreements (November 1985)
9. Local Cost Financing (November 1988)
11. Publications (November 1985)
13. Negotiated Indirect Cost Rates - Provisional (May 1986)
14. Regulations Governing Employees (November 1985)
15. Participant Training (May 1986)
20. Title To and Use of Property (Grantee Title) (November 1985)
23. Cost Sharing (Matching) (November 1985)
25. Conversion of United States Dollars to Local Currency (November 1985)

(End of Attachment 1)

PROGRAM DESCRIPTION

I. Program Purpose

This Cooperative Agreement will provide financial support, in part, to the program as proposed by the Center for Clean Air Policy (hereinafter referred to as "CCAP," "The Center" or "Recipient"). CCAP's program will focus on strengthening the ability of local, regional, and republic governments in Czechoslovakia to improve environmental management.

II. Program Summary

The Center will initiate a program in Czechoslovakia to provide activities which will have a primary focus on municipal governments. With the decentralization of authority to the Republic, regional, and local levels, municipal governments are expected to assume new responsibilities with respect to water resources, solid waste, and other aspects of environmental protection and resource management.

The Center will conduct activities in all parts of the Czech and Slovak republics. Special emphasis will be given to supporting local governments and the Czech and Slovak Republics in areas where new regional environmental management structures are being evaluated in conjunction with USAID, USEPA, World Bank and EBRD funding, including:

- Regional Environmental Management in the Ostrava-Karvina region;
- Regional Air Quality Management in Northern Bohemia; and
- River Basin Management in Slovakia.

III. Program Components

The Recipient's program will consist of three major components:

1. Policy Analysis: The Recipient will use policy analysis to clarify governmental authorities in environmental management at the local (municipal), regional and republic levels;
2. Management Training: The Recipient will coordinate environmental management training for officials in local (municipal), regional and republic governments; and
3. Technical Assistance: The Recipient will coordinate provide technical assistance on environmental management at the local (municipal), regional and republic levels.

IV. Program Management

The Recipient will be implemented in Czechoslovakia by the Program Representative. The Program Representative will identify U.S. state and local public sector expertise needed to address specific technical assistance and management training needs identified in connection with the overall U.S. environmental assistance program and in consultation with Czechoslovak officials. An experienced representative on-site will help ensure that the transfer of knowledge and experience builds lasting environmental management capability, and facilitate coordination with other assistance efforts.

The Center's Washington, D.C. office will be the program headquarters, serving to coordinate exchanges, select individuals and teams of professional and technical staff from U.S. state and local government agencies to provide training and on-site assistance to their Czechoslovak counterparts. CCAP will also organize training visits for Czechoslovak officials, who will come to the U.S. for exposure to U.S. environmental management, technical methods, and policy processes. The proposed two-year financial plan (budget) for the program will support 25 exchange participants from the U.S. and 25 participants from Czechoslovakia during each year.

(End of Attachment 2)

AID 1350 1
(3-87)

*PIO/T

AGE  FOR
INTERNATIONAL DEVELOPMENT

PROJECT IMPLEMENTATION
ORDER/TECHNICAL
SERVICES

1 Cooperating Country
ENE Regional

2. PIU No.
180-0039-3-1183000

3 Original or
Amendment No. _____

4. Project/Activity No. and Title
Improved Public Sector Environmental
Services (180-0039): Center for Clean Air
Policy Cooperative Agreement

DISTRIBUTION

OFFICE OF FINANCIAL MANAGEMENT

FUNDS RESERVED BY:
K. Anderson
Date Posted: 5/21/91
PFM/FM/11/PNP

13 Mission References

5 Appropriation Symbol
72-11X1010 (184-63-180-01-69-11)

6 Budget Plan Code
QAIX-91-33180-IG-12

7 Obligation Status
 Administrative Reservation Implementing Document

8 Project Assistance Completion Date
(Mo., Day, Yr) 5/ /96

9 Authorized Agent

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

11a Type of Action and Governing AID Handbook
 AID Contract (HB 14) AID Grant or Cooperative Agreement (HB 13) PASA/RSSA (HB 12) Other

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

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

| Maximum AID Financing Available | A Dollars | (1) Previous Total | (2) Increase | (3) Decrease | (4) Total to Date |
|---------------------------------|-----------------------------|--------------------|--------------|--------------|-------------------|
| | | | | | \$500,000 |
| | B U.S. Owned Local Currency | | | | |

14A Instructions to Authorized Agent:
M/SER/OP is authorized to commit \$500,000 for a \$1 million cooperative agreement with the Center for Clean Air Policy (CCAP). CCAP will provide technical assistance and training in environmental management in Czechoslovakia. It is expected the work will be performed over a two year period. CCAP's unsolicited proposal and work requirements are specified in the attached documents. Cooperator is authorized to incur costs and undertake travel as of the date of this PIO/T

14B Address of Voucher Paying Office: FM/WAOD

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

| | | | |
|--|--|--|-----------------|
| A The Project Officer certifies that the specifications in the statement of work or program description are technically adequate. ENE/DR/AE: RGreenberg <i>RGreenberg</i> | Phone No. 647-7315 Date 5/16/91 | B The statement of work or program description lies within the purview of the initiating office and approved by the program manager. ENE/PD: RRedman <i>RRedman</i> | Date 5/17/91 |
| C ENE/EUR: DPressley <i>DPressley</i> | Date 5/18/91 | D Funds for the services requested are available | Date |
| E ENE/DP: MCrawford <i>MPC</i> | Date 5/20/91 | FM/PAFD: RAnderson | |

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

Signature _____ Date _____

Title _____

17 For the Agency for International Development

Signature *JFlynn* Date 5/20/91

Title ENE/DR, Director: JFlynn

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

CA # 1072 per
Diana 8/26

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