

PD-AB-712  
9/10/93



U.S. AGENCY FOR  
INTERNATIONAL  
DEVELOPMENT

SEP 17 1993

Mr. John F. Mizroch  
Executive Director  
U.S. Environmental Technology  
Export Council  
2000 K. Street, NW, Suite 750  
Washington, DC 20006

Subject: Cooperative Agreement No. LAG-5743-A-00-3041-00

Dear Mr. Mizroch:

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 U.S. Environmental Technology Export Council (hereinafter referred to as "ETEC" 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.

The total estimated amount of this Cooperative Agreement is the amount set forth in Section 1C.1. of Attachment 1, of which the amount set forth in Section 1C.2. is hereby obligated. A.I.D. shall not be liable for reimbursing the Recipient for any costs in excess of the obligated amount. However, subject to Section 1C.4. of Attachment 1, additional funds may be obligated by A.I.D. until such time as the obligated amount may equal the total estimated amount of this Cooperative Agreement.

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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 Ms. Angelique Crumbly of my staff at (703) 875-1220.

Sincerely yours,



Jay M. Bergman  
Agreement Officer  
Chief, LA Branch  
Division B  
Office of Procurement

Attachments:

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

ACKNOWLEDGED:

U.S. ENVIRONMENTAL TECHNOLOGY EXPORT COUNCIL

BY: 

TYPED NAME: John F. Mizroch

TITLE: Executive Director

DATE: 9-22-93

FISCAL DATAA. GENERAL

- A.1. Total Estimated A.I.D. Amount: \$249,668
- A.2. Total Obligated A.I.D. Amount: \$249,668
- A.3. Cost-Sharing Amount (Non-Federal): \$185,536
- A.4. Other Contributions (Federal): \$0
- A.5. Project No.: 936-5743
- A.6. A.I.D. Project Office: R&D/E&I, David Jhirad
- A.7. Funding Source: A.I.D./W
- A.8. Tax I.D. No.: 52-1751992
- A.9. CEC No.: 80-746179D

B. SPECIFIC

- B.1.(a) PIO/T No.: 936-5743-3692307
- B.1.(b) Appropriation: 72-11311021.1
- B.1.(c) Allotment: 341-36-099-01-20-31
- B.1.(d) BPC: DDVA-93-16963-IG11
- B.1.(e) Amount: \$249,668

**ATTACHMENT 1****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 September 29, 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 \$249,668.

**1C.2.** A.I.D. hereby obligates the amount of \$249,668 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 - Cost Reimbursement," as shown in Attachment 3.

**1C.4.** The total estimated amount of the program described in Attachment 2 of this Cooperative Agreement is \$435,206, of which A.I.D. may provide the amount specified in Section 1C.1. above, and the Recipient will provide \$185,536 in accordance with Section 1L. 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 of this Cooperative Agreement entitled "Revision of Grant Budget," and, if applicable, "Cost Sharing (Matching)."

#### 1D.2. Budget

<u>Cost Element</u>	<u>A.I.D.</u>	<u>Recipient/ Others (Non-Fed)</u>	<u>Total</u>
Salaries & Wages	\$ 66,229	\$ 75,931	\$142,160
Fringe Benefits	\$ 0	5,660	\$ 5,660
Travel	\$126,658	\$ 54,282	\$180,940
Subagreement	\$ 22,405	\$ 26,195	\$ 48,600
Other Direct Costs	\$ 34,376	\$ 0	\$ 34,376
G & A	\$ 0	\$ 23,468	\$ 23,468
Total	\$249,668	\$185,536	\$435,204

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 - Cost Reimbursement," as shown in Attachment 3. If a Standard Form 269 is required by the aforesaid Standard Provision, the "Long Form" of said form shall be used.

1E.1.(b) All financial reports shall be submitted to A.I.D., Office of Financial Management, FA/FM/CMPD/DCB, 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 1L. below.

**1E.2.** Program Performance Planning and Reporting

**1E.2.(a)** Quarterly Reports

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 Grant. 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 also Section 1I.4. 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 Grant.

**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)**            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.(e)**            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 this Section 1E.2., specifically including, but not necessarily 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.(f)**            Annual Workplans

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

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

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

**1E.2.(f)(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.(g)**            Trip Reports

Within 30 days following the completion of each international trip, the Recipient shall submit 3 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.

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**1E.2.(h)            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 Office 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. An Impact Analysis Report will be appended to this report, which will be considered an instrument for Technology Transfer. The Impact Analysis Report will summarize and provide a feedback system for measurement and evaluation of the impact of the Recipient's activities in the public and private sector. The impact analysis will generally be qualitative in nature, and quantified only as appropriate. 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.(i)            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 9A of A.I.D. Handbook 3), for the full term of this Cooperative Agreement.

**1F.                SUBSTANTIAL INVOLVEMENT UNDERSTANDINGS**

It is understood and agreed that the A.I.D. Office of Energy and Infrastructure will have substantial involvement in decisions regarding activities funded by R&D/E&I under this Agreement. The R&D/E&I Project Officer or his designee is to be kept fully informed about about any management issues (such as selection of staff who will work under this Cooperative Agreement) that are significant to the success of these

activities, and will be engaged in major programmatic decisions affecting cooperative activities. The R&D/E&I Project Officer is to be consulted on technical issues when R&D/E&I or its contractors may be able to offer assistance to ETEC on activities funded by USAID under this Agreement. Where practical, cooperation among R&D/E&I will be fostered. Specifically:

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.

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.

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

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.

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

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.

Principal Investigator - The A.I.D. Project Officer must approve, in advance, the selection of the principal investigator and any alternate.

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").

**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.3. 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.** No indirect costs will be charged to this Cooperative Agreement. The Recipient understands and agrees that indirect costs attributable to this Cooperative Agreement will be absorbed by the Recipient and considered cost sharing.

**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.T.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. Equipment Purchases**

**1I.2.(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.2.(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.2.(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.2.(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.2.(c) Exception for Automation Equipment**

Any approval for the purchase of automation equipment which may be provided in Section 1I.2.(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.2.(d)**            Compliance with A.I.D. Eligibility Rules

Any approvals provided in Section 1I.2.(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.3.**            Restricted Goods

Pursuant to Section 1G. above and paragraph (a)(3) of the Standard Provision 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.3.(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 Cooperative 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 the 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.3.(b)**            Motor Vehicles

Motor vehicles, if approved for purchase under Section 1I.2.(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 Cooperative Agreement is funded under the Development Fund for Africa (DFA) (see Section 1G.2.[b][4] above), procurement of motor vehicles from Special Free World countries (Geographic Code 935) is authorized; provided, however, that procurement of non-U.S. vehicles shall be held to an absolute minimum.

**1I.3.(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.3.(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 dessicant.

**1I.3.(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.3.(f)**      Used Equipment

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

**1I.3.(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 Cooperative 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.4.**      Limitation on Use of Funds

**1I.4.(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.4.(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.4.(a) above.

**1I.4.(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.4.(a) above.

**1I.4.(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.        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 3 - Standard Provisions
- Attachment 4 - Special Provision entitled "Restrictions on Lobbying"
- Attachment 2 - Program Description

**1K.        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:

**1K.1.     Mandatory Standard Provisions For U.S., Nongovernmental Grantees**

- ( 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)

**1K.2.     Additional Standard Provisions For U.S., Nongovernmental Grantees**

- ( X )     OMB Approval Under the Paperwork Reduction Act (August 1992)
- (    )     Payment - Letter of Credit (August 1992)
- (    )     Payment - Periodic Advance (January 1988)
- ( X )     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)
- ( ) Negotiated Indirect Cost Rates - Provisional (Nonprofits) (August 1992)
- ( ) Negotiated Indirect Cost Rates - Provisional (For-Profits) (August 1992)
- ( X ) Regulations Governing Employees (August 1992)
- ( X ) 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)
- ( X ) Title To and Use of Property (Grantee Title) (November 1985)
- ( ) 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)

**1L. COST SHARING AND OTHER CONTRIBUTIONS**

**1L.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.

**1L.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.

**1L.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.

ATTACHMENT 2

PROGRAM DESCRIPTION

The Recipient's proposal entitled "Environmental Technology Study Tour Program" and dated April 13, 1993 is attached hereto as the Program Description (Attachment 2) and is made a part of this Cooperative Agreement.

## Environmental Technology Study Tour Program

### Background

As part of USAID's increased work in energy-related environmental and health issues the Office of Energy and Infrastructure has begun to link its efforts in energy efficiency and conservation to those in pollution control and waste minimization through a program of technical assistance. It is necessary to take a comprehensive view of industrial operations to determine the most efficient means of operation. That is, overall industrial efficiency requires an integrated analysis of a number of elements commonly thought to be discrete (i.e., raw materials, energy inputs, industrial processes, etc.), and subsequent optimization of those elements, and their interrelationships, to prevent waste and maximize productivity. Minimizing wasted energy, therefore, also helps minimize industrial pollution, and vice versa.

With USAID support and encouragement, U.S. companies are entering the new and rapidly growing energy and environmental markets in Asia, Latin and Central America, the Caribbean, the CIS, and Africa. Energy technologies being applied to development concerns include energy efficient technologies, cogeneration, integrated gasification combined cycle, photovoltaics, wind, and other advanced energy technologies. Energy related environmental technologies that are being applied include control systems, information systems, monitoring technology, and pollution remediation and prevention technologies.

The distinction between energy and environmental technology is often blurred, and environmental technologies are often used to resolve both energy and environmental problems. For example, anaerobic digestion, a bioremediation technique, is used in landfills and wastewater treatment plants to generate methane gas which can be used as a fuel. Some waste sludges from industrial processes are treated and used as fuel. Some types of power plants generate sludges which have little or no value and need to be managed as waste.

To integrate new environmental technologies into development programs USAID needs to inform and educate developing country decisionmakers on energy and environmental technologies.

Project: Energy Efficiency Project  
Number: 936-5743

To establish a two year Cooperative Agreement with the Environmental Technology Export Council (ETEC) and its sub grantee, the Environmental Business Council (EBC), as a mechanism through which to inform and educate developing country decisionmakers on energy and environmental technologies. The arrangement between ETEC and EBC will hereafter be noted as ETEC/EBC. The Office expects to increase its capacity to promote the use of U.S. environmental technology products and services in USAID-Assisted Countries.

Direct benefits to USAID include having rapid access to U.S. industry resources to provide technical and economic information to USAID project officers in Washington and in the field, and to share with host country officials. Moreover this Cooperative Agreement will permit USAID to take advantage of an expanded network of environmental technology industry contacts without having to expand internal USAID staff.

The Office anticipates substantial involvement between the Agency and ETEC/EBC, based on proposed activities, presented herein. Substantial involvement will include approval of the ETEC/EBC Project Manager, approval of expenditure of funds, and approval and clearance of travel under the Cooperative Agreement.

The Environmental Study Tour Program has four objectives:

1. Support sustainable development by improving environmental performance of energy and industrial facilities in an economically viable manner.
2. Enhance the environmental sensitivity of LDC industrial development by exposing public and private sector decisionmakers and managers to improved environmental technologies.
3. Inform and educate developing country officials on environmental technologies (including control systems, information systems, monitoring technology, pollution remediation and prevention technologies, etc.) available to address urban and industrial pollution problems.
4. Position U.S. firms to increase their market share by exposing LDC decisionmakers and managers to U.S. technology and business practices.

### ***General Provisions***

This Cooperative Agreement between USAID and ETEC/EBC is intended to support and help expand ETEC/EBC's activities in environmental technology information dissemination and international trade. Efforts carried out under this agreement will focus on applications and regions (within USAID-Assisted Countries) where U.S. environmental technology can support local development goals in an economic and environmentally sustainable manner.

This agreement will support the expansion of ETEC/EBC's international activities in environmental technology education, outreach, and technology transfer. ETEC/EBC will work collaboratively to identify potential environmental technology applications that serve explicit economic and social development goals of both USAID and ETEC/EBC's constituent industries.

Both cooperating institutions will contribute resources to the expansion of activities intended to broaden the economic applications of environmental technologies in developing

countries. The Office of Energy and Infrastructure will have substantial involvement in decisions regarding activities funded by the Office under this agreement. Specifically, the R&D/EI Project Officer or his designee is to be kept fully informed about any management issues (such as selection of staff who will work under this Cooperative Agreement) that are significant to the success of these activities and will be engaged in major programmatic decisions affecting cooperative activities. The R&D/EI Project Officer is to be consulted on technical issues when the Office or its contractors may be able to offer assistance to ETEC/EBC on activities funded by USAID under this agreement. Where practical, cooperation among R&D/EI projects will be fostered.

Actions involving expenditure of R&D/EI funds require obtaining prior authorization of the R&D/EI Project Officer. All travel on R&D/EI funds and subagreements under this Cooperative Agreement must be approved in advance by the R&D/EI Project Officer or his designee.

ETEC/EBC will provide at least 30% of the core funding (labor, fringe, overhead, and other direct costs) of this Cooperative Agreement. Activities under this Cooperative Agreement will be funded on a cost-shared basis with R&D/EI providing up to 50% of the funding and member companies of ETEC/EBC and its subcontractors providing the balance of the funds.

It is understood and expected that ETEC/EBC will continue to seek and provide funding from other sources for activities unrelated to this Cooperative Agreement; and will provide financial support or in-kind services for activities under this Cooperative Agreement as arranged between the R&D/EI Project Manager and ETEC/EBC.

#### ***Activities Under the Cooperative Agreement***

ETEC/EBC plans to conduct two study tours in each of the two years of the Cooperative Agreement. Specialized study tours would include regionally and national based developing country delegations examining specific technologies and policies promoting environmental technology. Specific countries and/or regions will be chosen in a cooperative manner with the R&D/EI Project Officer and the ETEC/EBC Program Manager.

A typical study tour will consist of a one-day orientation in the U.S. for visiting developing country decisionmakers, followed by site visits to observe environmental technologies at work in the field. If possible, site visits will coincide with, and incorporate, conferences or workshops held by relevant government, industry, interest, or scientific groups. Prior to departure, but following the site visits and conference/workshop participation, a debriefing workshop will review and consolidate information gained over the period of the study tour. This will also provide an opportunity to review and evaluate the effectiveness of the study tour program.

Activities under this Cooperative Agreement will be fully coordinated with those of the U.S. Environmental Training Institute.

ATTACHMENT 3

STANDARD PROVISIONS

Note: Only those Standard Provisions indicated in Section 1K. of this Cooperative Agreement apply to this Cooperative Agreement.

ATTACHMENT 4

SPECIAL PROVISION

Entitled

RESTRICTIONS ON LOBBYING

24



PROJECT IMPLEMENTATION ORDER/TECHNICAL SERVICES (PIO/T)

1. Cooperating Country Worldwide	2. PIO/T No. 936-5743 <i>3692307</i>	3. PIO/T Amend No. Original
4. Project/Activity No. and Title 936-5743 <i>H14D</i> <i>NCG</i> Energy Efficiency Project (Environmental Technology Export COBMAC)	5. Appropriation Symbol(s) 72-1131021.1	
6. Budget Plan Code(s) DDVA-93-16963-IG11 (341-36-099-01-20-31)	8. Obligation Status <input checked="" type="checkbox"/> Administrative Reservation <input type="checkbox"/> Implementing Document	
7. Project Authorization Date PAF signed AA/S&T, 12/7/91	10. Authorized Agent FA/OP/B/LA	
9. Project Assistance Completion Date (Month, Day, Year) 10/30/99	11. Type of Action and Governing A.I.D. Handbook [B]	12. Contract/Grant/Cooperative Agreement/ Reference Number (if this PIO/T is for an order or a modification to an award)
A. A.I.D. Contract (HB14) C. PASA/RSSA (HB 12) B. A.I.D. Grant or Cooperative Agreement (HB 13) D. Other		

13. A.I.D. Funding (Attach a detailed budget in support of column (2) as Attachment A.)

	(1) Previous Total	(2) Increase	(3) Decrease	(4) Total to Date
A. Dollars	0	250,000		250,000
B. U.S.-Owned Local Currency				0

14. Mission References

15. Instructions to Authorized Agent FA/OP/B/LA is requested to award a cooperative agreement with the Environmental Technology Export Council (ETEC), 750 First Street, N.E., Suite 930, Washington, D.C. 20002, 202-371-5109, as described in the attached proposal. Total funding will be \$250,000. Period of Agreement: 7/31/93-7/30/95

OFFICE OF FINANCIAL MANAGEMENT

ACTION: *Reserve*

DATE: *4/23/93* *TC*

FA/FM/A/NPA & PA

16. Address of Voucher Paying Office Agency for International Development, Room 700, SA-2, Washington, DC 20523

17. Clearances - Include typed name, office symbol, and date for all clearances

A. The Project Officer certifies (1) that the specifications in the statement of work or program description are technically adequate, and (2) that (for contract actions only) all program personnel who are defined as procurement officials under 41 U.S.C 423 have signed the Procurement Integrity Certification (OF-333).

Signature R&D/E&I, David Jhirad *[Signature]* Date: *4/14/93* Phone No: 875-4610

B. The statement of work or program description lies within the purview of the initiating office and approved agency programs.

Signature: R&D/E&I, Alberto Sabadell *[Signature]* Date: *4/15/93* C. Signature: R&D/E&I, Shirley Toth *[Signature]* Date: *4/14/93*

D. Funds for the services requested are available

Signature: FA/FM/A/NPA, Rose Anderson *[Signature]* Date: *4/16/93* E. Signature: R&D/PO, Garland Standrod *[Signature]* Date: *4/16/93*

18. For the Cooperating Country: The terms and conditions set forth herein are hereby agreed to:

Signature: *[Signature]* Title: *Chief, Program Division, R&D/PO* Date: *4/21/93*

Signature: Elizabeth Roche *[Signature]* Date: *4/21/93*

FOR CONTRACT ACTIONS ONLY: SOURCE SELECTION INFORMATION - SEE FAR 3.104. THIS DOCUMENT, OR PORTIONS THEREOF, CONTAINS PROPRIETARY OR SOURCE SELECTION INFORMATION RELATED TO THE CONDUCT OF A FEDERAL AGENCY ACQUISITION, THE DISCLOSURE OF WHICH IS RESTRICTED BY LAW (41 U.S.C. 423). UNAUTHORIZED DISCLOSURE OF THIS INFORMATION MAY SUBJECT BOTH THE DISCLOSER AND RECIPIENT TO CONTRACTUAL, CIVIL, AND/OR CRIMINAL PENALTIES AS PROVIDED BY LAW.

FOR OTHER ACTIONS: UNAUTHORIZED DISCLOSURE OF PROPRIETARY OR SOURCE SELECTION INFORMATION MAY SUBJECT AN EMPLOYEE TO DISCIPLINARY ACTION.

PIO/T No.  
936-5743

20. Special Provisions

A. Language Requirements (specify) (Include funds in budget for testing, as required.)

N/A

B. Access to classified information  will  will not be required by technical specialists. (Indicate level)

C. Duty post(s) and duration of technical specialist(s) services at post(s) (months):  
Various

D. Dependents' travel and support  will  will not be funded by A.I.D. except in the case of long-term assignments

E. Geographic code applicable to procurement under this PIO/T is: (If other than authorized in Project Authorization, attach waiver(s))  
 1. 000     3. 935     5. Other (specify)  
 2. 899     4. 941

F. Salary approval(s) to exceed FS-1 salary ceiling are:  
 1. attached     2. in process     3. N/A

G. Cooperating country acceptance of this project:  
 1. has been obtained     2. is in process  
 3. is not applicable to services required by PIO/T

H. Justification for use of external resources for advisory and assistance services is:  
 1. attached     2. N/A

I. clearance for procurement of ADP equipment, software, and services is:  
 1. attached     2. in process     3. N/A

J. OMB approval of any report to be completed by ten or more members of the general public under the statement of work is:  
 1. attached     2. in process     3. N/A

K. Participant Training  is  is not being funded as part of this PIO/T.  
 (If so, attach Budget Estimate Worksheet, Form AID 1382-10)

L. Requirement (contracts only) is recommended for:  
 1. small-business set-aside     2. SBA 8(a) program  
 3. disadvantaged-enterprise set-aside     4. No recommendation

M. Other (specify)

21. Provisions for Logistic Support

A. Specific Items (Insert "X" in applicable column at right. If entry needs qualification, insert asterisk and explain in C. "Comments")

	IN KIND SUPPLIED BY		FROM LOCAL CURRENCY SUPPLIED BY		TO BE PROVIDED OR ARRANGED BY SUPPLIER	N/A
	A.I.D.	COOPERATING COUNTRY	A.I.D.	COOPERATING COUNTRY		
(1) Office Space					X	
(2) Office Equipment					X	
(3) Housing and Utilities					X	
(4) Furniture					X	
(5) Household Appliances (Stoves,Refrig., etc.)					X	
(6) Transportation in Cooperating Country					X	
(7) Transportation To and From Country					X	
(8) Interpreter Services/Secretarial					X	
(9) Medical Facilities (Health Room)					X	
(10) Vehicles (official)					X	
(11) Travel Arrangements/Tickets					X	
(12) Nightwatchman for Living Quarters						X
(13)						
(14)						
(15)						
(16)						

B. Additional Facilities Available From Other Sources:  
 1. Diplomatic Pouch     2. PX     3. Commissary  
 4. Other (specify, e.g., duty free entry, tax exemptions)

C. Comments:

PIO/T No.  
936-5743

22. Relationship of Contractor, Recipient, or Participating Agency to Cooperating Country and to A.I.D.

A. Relationships and Responsibilities:

B. Cooperating Country Liaison Officials:

C. A.I.D. Liaison Officials:  
R&D/E&I, Mark Murray  
R&D/E&I, Shirley Toth  
Room 508 SA-18

23. Background Information (additional information useful to authorized agent)

24. Summary of attachments that accompany the PIO/T (check applicable boxes)

- A. Detailed budget estimate in support of increased funding (Block 13)
- B. Evaluation criteria for competitive procurement
- C. Justification for procurement by other than full and open competition or noncompetitive assistance
- D. Statement of work or program description
- E. Waiver(s), justification(s), clearance(s), certification(s), approval(s) (specify number)

25. Distribution of PIO/T

## Environmental Technology Study Tour Program

### Background

As part of USAID's increased work in energy-related environmental and health issues the Office of Energy and Infrastructure has begun to link its efforts in energy efficiency and conservation to those in pollution control and waste minimization through a program of technical assistance. It is necessary to take a comprehensive view of industrial operations to determine the most efficient means of operation. That is, overall industrial efficiency requires an integrated analysis of a number of elements commonly thought to be discrete (i.e., raw materials, energy inputs, industrial processes, etc.), and subsequent optimization of those elements, and their interrelationships, to prevent waste and maximize productivity. Minimizing wasted energy, therefore, also helps minimize industrial pollution, and vice versa.

With USAID support and encouragement, U.S. companies are entering the new and rapidly growing energy and environmental markets in Asia, Latin and Central America, the Caribbean, the CIS, and Africa. Energy technologies being applied to development concerns include energy efficient technologies, cogeneration, integrated gasification combined cycle, photovoltaics, wind, and other advanced energy technologies. Energy related environmental technologies that are being applied include control systems, information systems, monitoring technology, and pollution remediation and prevention technologies.

The distinction between energy and environmental technology is often blurred, and environmental technologies are often used to resolve both energy and environmental problems. For example, anaerobic digestion, a bioremediation technique, is used in landfills and wastewater treatment plants to generate methane gas which can be used as a fuel. Some waste sludges from industrial processes are treated and used as fuel. Some types of power plants generate sludges which have little or no value and need to be managed as waste.

To integrate new environmental technologies into development programs USAID needs to inform and educate developing country decisionmakers on energy and environmental technologies.

### Article I. - Title

Project: Energy Efficiency Project  
Number: 936-5743

### Article II. - Objective

To establish a two year Cooperative Agreement with the Environmental Technology Export Council (ETEC) and its sub grantee, the Environmental Business Council (EBC), as a mechanism through which to inform and educate developing country decisionmakers on energy and environmental technologies. The arrangement between ETEC and EBC will hereafter be noted as ETEC/EBC. The Office expects to increase its capacity to promote the use of U.S. environmental technology products and services in USAID-Assisted Countries.

Direct benefits to USAID include having rapid access to U.S. industry resources to provide technical and economic information to USAID project officers in Washington and in the field, and to share with host country officials. Moreover this Cooperative Agreement will permit USAID to take advantage of an expanded network of environmental technology industry contacts without having to expand internal USAID staff.

The Office anticipates substantial involvement between the Agency and ETEC/EBC, based on proposed activities, presented herein. Substantial involvement will include approval of the ETEC/EBC Project Manager, approval of expenditure of funds, and approval and clearance of travel under the Cooperative Agreement.

The Environmental Study Tour Program has four objectives:

1. Support sustainable development by improving environmental performance of energy and industrial facilities in an economically viable manner.
2. Enhance the environmental sensitivity of LDC industrial development by exposing public and private sector decisionmakers and managers to improved environmental technologies.
3. Inform and educate developing country officials on environmental technologies (including control systems, information systems, monitoring technology, pollution remediation and prevention technologies, etc.) available to address urban and industrial pollution problems.
4. Position U.S. firms to increase their market share by exposing LDC decisionmakers and managers to U.S. technology and business practices.

### **Article III. - Statement of Work**

#### ***General Provisions***

This Cooperative Agreement between USAID and ETEC/EBC is intended to support and help expand ETEC/EBC's activities in environmental technology information dissemination and international trade. Efforts carried out under this agreement will focus on applications and regions (within USAID-Assisted Countries) where U.S. environmental technology can support local development goals in an economic and environmentally sustainable manner.

This agreement will support the expansion of ETEC/EBC's international activities in environmental technology education, outreach, and technology transfer. ETEC/EBC will work collaboratively to identify potential environmental technology applications that serve explicit economic and social development goals of both USAID and ETEC/EBC's constituent industries.

Both cooperating institutions will contribute resources to the expansion of activities intended to broaden the economic applications of environmental technologies in developing

countries. The Office of Energy and Infrastructure will have substantial involvement in decisions regarding activities funded by the Office under this agreement. Specifically, the R&D/EI Project Officer or his designee is to be kept fully informed about any management issues (such as selection of staff who will work under this Cooperative Agreement) that are significant to the success of these activities and will be engaged in major programmatic decisions affecting cooperative activities. The R&D/EI Project Officer is to be consulted on technical issues when the Office or its contractors may be able to offer assistance to ETEC/EBC on activities funded by USAID under this agreement. Where practical, cooperation among R&D/EI projects will be fostered.

compliance  
requirements

Actions involving expenditure of R&D/EI funds require obtaining prior authorization of the R&D/EI Project Officer. All travel on R&D/EI funds and subagreements under this Cooperative Agreement must be approved in advance by the R&D/EI Project Officer or his designee.

ETEC/EBC will provide at least 30% of the core funding (labor, fringe, overhead, and other direct costs) of this Cooperative Agreement. Activities under this Cooperative Agreement will be funded on a cost-shared basis with R&D/EI providing up to 50% of the funding and member companies of ETEC/EBC and its subcontractors providing the balance of the funds.

It is understood and expected that ETEC/EBC will continue to seek and provide funding from other sources for activities unrelated to this Cooperative Agreement; and will provide financial support or in-kind services for activities under this Cooperative Agreement as arranged between the R&D/EI Project Manager and ETEC/EBC.

**Activities Under the Cooperative Agreement**

ETEC/EBC plans to conduct two study tours in each of the two years of the Cooperative Agreement. Specialized study tours would include regionally and national based developing country delegations examining specific technologies and policies promoting environmental technology. Specific countries and/or regions will be chosen in a cooperative manner with the R&D/EI Project Officer and the ETEC/EBC Program Manager.

A typical study tour will consist of a one-day orientation in the U.S. for visiting developing country decisionmakers, followed by site visits to observe environmental technologies at work in the field. If possible, site visits will coincide with, and incorporate, conferences or workshops held by relevant government, industry, interest, or scientific groups. Prior to departure, but following the site visits and conference/workshop participation, a debriefing workshop will review and consolidate information gained over the period of the study tour. This will also provide an opportunity to review and evaluate the effectiveness of the study tour program.

Activities under this Cooperative Agreement will be fully coordinated with those of the U.S. Environmental Training Institute.

#### Article IV. - Reports

ETEC/EBC is directed to account for expenditures and activities carried out under this Cooperative Agreement by providing the following reports to the R&D/EI Project Officer according to the schedule indicated below:

1. Trip Reports: Staff or consultants of ETEC/EBC or its member organizations who travel internationally or domestically to carry out Cooperative Agreement-related activities and using funds supplied by USAID will submit trip reports to the R&D/EI Project Manager within five working days of his or her return.
2. Weekly Reports: A brief (8-10 line) update will be submitted each week to the designated R&D/EI Weekly Report Coordinator describing recent or imminent newsworthy activities, accomplishments or events of interest that are associated with the implementation of this Cooperative Agreement.
3. Quarterly: Quarterly reports describing progress on this Cooperative Agreement goals and accomplishments to date and a summary of budget activity will be submitted to the R&D/EI Project Manager within 10th days following the end of each reporting period. Reporting periods will be identified by the R&D/EI Project Officer and the USAID contracts office.
4. Annually: A comprehensive annual report, detailing financial expenditures and accomplishments for the year, will be prepared by ETEC/EBC according to an outline to be agreed upon in advance by the R&D/EI Project Manager and the project director for the contractor.
5. Program Plan: Two months before the beginning of each fiscal year ETEC/EBC will submit a Program Plan outlining activities/ courses proposed for the coming year in accordance with R&D/EI procedures. The Program Plan can be and will be modified and updated during the year. See attached example. This form, however, may change to meet the needs of the Office of Energy and Infrastructure.
6. Portfolio Review: At least twice a year, ETEC/EBC will submit, upon request, information for the Office's Portfolio Review. An example is attached.
7. Miscellaneous Reports: Periodically, ETEC/EBC may be called upon to furnish additional information in order for the Office to respond to various requests by the Agency. These can not be identified at this time.
8. Final Report: At the termination of this Cooperative Agreement ETEC/EBC will submit a Final Report to include summaries of all project accomplishments, activities, and sub-projects, statistical summaries, internal evaluations, and a final financial statement summarizing the full period of this Cooperative Agreement.

## **Technical Reports**

Any Technical Reports that are produced under this Cooperative Agreement should conform to and be submitted according to the following criteria.

The contractor shall provide at least two hard copies of all Technical Reports to the R&D/EI Project Officer; one copy to R&D/EI, attn: Shirley A. Toth; and two copies to the USAID Library (PPC/CDIE). An electronic copy will also be provided, on disk, to the R&D/EI Project Officer, which will adhere to the following software criteria:

- a) DISK FORMAT - DOS 3.31 on 5¼ inch disks, double sided, double density;
- b) WORDPERFECT 5.1 - for word processing;
- c) Dbase - for databases;
- d) LOTUS 1-2-3 - for program plan spreadsheets; and
- e) Harvard Graphics or LOTUS 1-2-3 - for charts, graphs, etc.

Each disk should be labeled with the specific software used (WP 5.1, Dbase, LOTUS 1-2-3, or Harvard Graphics), file name and extension, date prepared, and drafter.

All Technical Reports, unless otherwise specified, will be provided in accordance with USAID Office of Energy and Infrastructure format (sample copy of cover sheet attached).

Other Report Format Requirements - USAID shall be prominently acknowledged on all publications, videos, or other information media products funded or partially funded through this Cooperative Agreement and the publication shall carry the following paragraph.

*"This publication was made possible through support provided by the Office of Energy and Infrastructure, Bureau for Research and Development, U.S. Agency for International Development, under the terms of Cooperative Agreement No. \_\_\_\_\_ . The opinions expressed herein are those of the author(s) and do not necessarily reflect the views of the U.S. Agency for International Development."*

The title page of all USAID Office of Energy and Infrastructure reports prepared by the contractor shall contain a descriptive title, the author(s) name(s) as appropriate, the project name and number, the contractor's name and the contract number, the Office name, and the or issuance date of the report.

Whenever appropriate, books, pamphlets or other publications Intended for general readership will be marked with the A.I.D. logo and/or the legend "U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT." These should appear either at the top or at the bottom of the front cover, or, if more suitable, on the first inside title page. Logos and markings of co-sponsors or authorizing institutions should be similarly located and of similar size and appearance to the USAID designations.



**Article V. - Relationships and Responsibilities**

The USAID Project Officer or his designee will be substantially involved with ETEC/EBC in the activities outlined in this Cooperative Agreement, including approval of the ETEC/EBC Project Manager tasked to work under the Cooperative Agreement.. To ensure continuity of operations, R&D/EI expects that the ETEC/EBC Project Manager will have the capability and authority to disburse funds to implement authorized activities under this Cooperative Agreement, independently of both ETEC and EBC. Actions involving expenditure of R&D/EI funds require obtaining prior authorization of the R&D/EI Project Officer. All travel on R&D/EI funds and subcontracts under this Cooperative Agreement must be approved in advance by the R&D/EI Project Officer or his designee.

ETEC's role under the Cooperative Agreement will be to manage the activities of the Cooperative Agreement, conduct market research, and set strategy. EBC's role under the Cooperative Agreement will be to implement the study tours and coordinate the role of U.S. environmental technology firms and associations in the study tours. Both ETEC and EBC will market the study tour program and coordinate their activities with the R&D/EI Project Officer

**Article VI. - Performance Period**

This Cooperative Agreement covers two fiscal years, beginning 31 July 1993 and ending 30 July 1995.

**Article VII. - Work Days Ordered**

<i>Position</i>	<i>Work Days Ordered</i>
Program Manager	260
Program Coordinator	175
Staff Assistant	200

**Article VIII. - USAID Illustrative Budget**

ETEC/EBC will provide at least 30% of the core funding (labor, fringe, overhead, and other direct costs) of this Cooperative Agreement. Activities under this Cooperative Agreement will be funded on a cost-shared basis with R&D/EI providing up to 50% of the funding and member companies of ETEC/EBC and its subcontractors providing the balance of the funds.

	1993		1994	
	RD/EI	ETEC/EBC	RD/EI	ETEC/EBC
<b>I. Labor</b>				
Program Manager	28,000	12,000	28,000	12,000
Program Coordinator	17,000	7,000	17,000	7,000
Staff Assistant	5,000	5,000	5,000	5,000
<b>Subtotal</b>	50,000	24,000	50,000	24,000
<b>II. Fringe Benefits (15%)</b>	8,000	3,600	8,000	3,600
<b>III. Overhead (20%)</b>	10,000	4,800	10,000	4,800
<b>IV. Program Expenses</b>				
2 study tours/yr.; \$50,000 ea.	50,000	50,000	50,000	50,000
<b>V. Other Direct Costs</b>	7,000	3,000	7,000	3,000
<b>VI. Total</b>	\$125,000	\$85,400	\$125,000	\$85,400

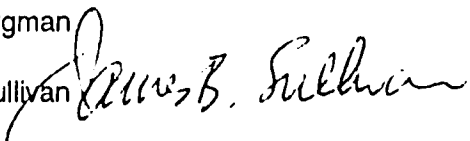
**Article IX. - Special Provisions**

- A. Duty Post
  - ▶ Washington, DC, with potential temporary duty post assignments to be determined.
- B. Language Requirements and Other Required Qualifications
  - ▶ None.
- C. Access to Classified Information
  - ▶ The cooperators shall not have access to any Government classified material.
- D. Logistic Support
  - ▶ The cooperators shall provide all logistical support surrounding Study Tours and associated workshops, meetings, and conferences.

MEMORANDUM

APR 21 1992

TO: FA/OP/B/LA, Jay Bergman

FROM: R&D/EI, James B. Sullivan 

SUBJECT: Justification for Non-Competitive Award of a Cooperative Agreement to the Environmental Technology Export Council and the Environmental Business Council

Based on Handbook 13, Section 2B.3.b, it is requested that you award a Cooperative Agreement to the Environmental Technology Export Council (ETEC) and the Environmental Business Council (EBC) without considering other sources on the basis of predominant capability based on experience and existing relationships with cooperating beneficiaries.

USAID has a continuing interest in helping developing countries resolve their environmental problems. As part of USAID's increased work in energy-related environmental and health issues the Office of Energy and Infrastructure has begun to link its efforts in energy efficiency and conservation to those in pollution control and waste minimization through a program of technical assistance. It is necessary to take a comprehensive view of industrial operations to determine the most efficient means of operation. That is, overall industrial efficiency requires an integrated analysis of a number of elements commonly thought to be discrete (i.e., raw materials, energy inputs, industrial processes, etc.), and subsequent optimization of those elements, and their interrelationships, to prevent waste and maximize productivity. Minimizing wasted energy, therefore, also helps minimize industrial pollution, and vice versa.

The distinction between energy and environmental technology is often blurred, and environmental technologies are often used to resolve both energy and environmental problems. To integrate new environmental technologies into development programs USAID needs to inform and educate developing country decisionmakers on energy and environmental technologies. The most effective way to inform and educate developing country decisionmakers on these technologies is to explain how the technologies work while showing them the technologies in action. The purpose of the Cooperative Agreement is to conduct such activities through study tours with the U.S. environmental technology industry. This requires cooperating organization(s) with institutional capabilities spanning many subsectors of the environmental technology industry and with a track record of conducting such activities.

Together, ETEC and EBC provide USAID with the capability to introduce developing country officials to a broad and deep range of the U.S. environmental technology industry, and thus to inform and educate those developing country officials on the application of U.S. environmental technologies to their particular situation.

The Environmental Technology Export Council (ETEC) is a private sector initiated, not-for-profit organization of corporations and trade associations formed to expand the export position of environmental goods and services provided by U.S. industry. Many of the largest and most experienced environmental firms (e.g., Fluor Daniel Environmental, Science

Applications International Corporation (SAIC), etc.) and environmental organizations (Air & Waste Management Association, Lenox Institute of Water Technology, etc.) are members of ETEC.

The Environmental Business Council (EBC) is an association of firms that manufacture environmental and/or energy products and provide environmental and/or energy services. The EBC's membership includes equipment manufacturers, engineering and consulting firms, solid and hazardous waste management companies, remedial and emergency response contractors, professional services, analytical testing laboratories, investment firms, and lending, financial, and educational institutions. Focusing on Mexico, EBC, although a relatively new organization, has conducted trade promotion conferences, business partnering sessions, and reverse trade missions which resulted in over \$100 million in business for its members. EBC also has been forging links in other parts of Latin America as well as Eastern Europe and Asia to expand on its success in Mexico.

Based on the above, it is therefore recommended that you award a Cooperative Agreement to the Environmental Technology Export Council and the Environmental Business Council based on the fact that the recipient has predominant capability to carry out the activities in the proposal based on experience and existing relationships with cooperating beneficiaries.

Clearance:

RD/EI, SAToth ES Date 7/21/23  
RD/PO, DErbe \_\_\_\_\_ Date \_\_\_\_\_

## U.S. Environmental Technology Export Council

1300 S. Park Road, N.W.  
Washington, D.C. 20004

April 13, 1993

Mr. Jim Sullivan  
Office of Energy and Infrastructure  
U.S. AID  
Room 508, SA-18  
Washington, D.C. 20523-1810

Dear Mr. Sullivan:

The Environmental Technology Export Council (ETEC) is pleased to submit this proposal for an Environmental Technology Study Tour Program. ETEC will subcontract with the Environmental Business Council (EBC) in a two-year Cooperative Agreement with AID to conduct a program informing and educating decision-makers in developing countries about energy and environmental technologies.

The program will provide rapid access to U.S. industry resources to provide technical and economic information to AID project officers and for the use of host country officials. The information should help LDC countries support sustainable development by improving the environmental performance of their energy and industrial facilities; show improved environmental technologies to public and private sector decision-makers; present information on current environmental technologies available to mitigate urban and industrial pollution problems, and assist U.S. industry in increasing market shares worldwide by educating LDC managers and decision-makers on U.S. technology.

The proposed activities will allow ETEC and EBC to continue their activities and begin new projects in environmental technology information dissemination and international trade. The programs will be targeted to areas of the world which are most applicable for the use and application of U.S. environmental technology to support development goals which are both economically and environmentally feasible and sustainable.

Both ETEC and EBC will cost-share this effort, in cooperation with the Office of Energy and Infrastructure. Current efforts are achieving

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Fax 202 371 5100

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Vice President for  
Business Development  
James M. Murray  
La Jolla, California  
Telephone 619 456 1881  
Fax 619 454 7826

successes in the use of U.S. technology in key parts of the developing world, and it is expected that this new Cooperative Agreement will allow for expansion of these efforts.

In addition to the funding provided by AID, both ETEC and EBC will continue to seek support from other government agencies and private foundations and organizations, along with industry members.

The basic objectives of the proposed program are to conduct specialized study tours which will examine individual technologies and policies which promote environmental technology. The R&D/EI project officer will assist ETEC and EBC staff in selecting the countries and the specific programs for this effort.

Plans for the study tours propose a day-long orientation session in the U.S. for decision-makers from the selected developing countries. This session will be followed by site visits to observe actual technologies in use in the field. Schedules will be arranged when possible to tie in site visits with planned conferences and workshops, so that the attendees can maximize their participation in related programs and activities. Finally, a debriefing session will conclude each tour to allow for feedback on the program. All activities will be coordinated with the programs of the U.S. Environmental Training Institute.

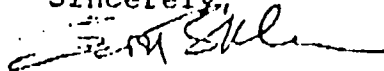
It is planned that there will be close cooperation with ETEC and EBC and the AID Project Officer and staff. ETEC's prime role will be to manage the activities of the Agreement, conduct market research, and determine the strategies and objectives of the activities. EBC will implement the study tours and coordinate the activities of the individual environmental firms and associations in the tours. All activities will be coordinated with the R&D/EI Project Officer.

This Cooperative Agreement will allow ETEC and EBC to greatly expand the projects and activities they have begun. It is hoped that the Agreement can begin July 31, 1993, and continue for two years.

The budget on the following page is proposed for this activity.

Please contact me if you have any questions or need further information to support this proposal. Thank you.

Sincerely,



Scott Sklar  
Vice Chairman

SS/kgs

	1993		1994	
	RD/EI	ETEC/EBC	RD/EI	ETEC/EBC
<b>I. Labor</b>	(≈ 70%)	(≈ 30%)	(≈ 70%)	(≈ 30%)
Prog. Mgr.	25,188	10,800	28,000	12,000
Prog. Coord.	15,000	5,000	17,000	7,000
Staff Asst.	9,812	8,200	5,000	5,000
<b>Subtotal</b>	50,000	24,000	50,000	24,000
<b>II. Fringe Benefits</b>	8,000	3,900	8,000	3,900
<b>III. Overhead</b>	10,000	4,800	10,000	4,800
<b>IV. Study Tour Expenses</b>	(≈ 50%)	(≈ 50%)	(≈ 50%)	(≈ 50%)
2/year at \$50,000 each	\$50,000	\$50,000	\$50,000	\$50,000
<b>Subtotal</b>	118,000	82,700	118,000	82,700
<b>V. Other Direct Costs</b>	(≈ 70%)	(≈ 30%)	(≈ 70%)	(≈ 30%)
<b>Subtotal</b>	7,000	3,000	7,000	3,000
<b>VI. Total</b>	\$125,000	85,700	\$125,000	85,700

Prog. Mgr. Based on 2000 hours

Prog. Coord. Based on 1400 hours

Staff Asst. Based on 1600 hours

MEMORANDUM

April 15, 1993

TO: FA/OP/B/LA, Jay Bergman  
FROM: R&D/EI, James B. Sullivan   
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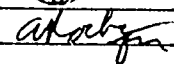


Applications International Corporation (SAIC), etc.) and environmental organizations (Air & Waste Management Association, Lenox Institute of Water Technology, etc.) are members of ETEC.

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Clearance:

RD/EI, SAToth  Date 4/31/93  
RD/PO, DErbe  Date 4/21/93