

Acuerdos Bilaterales

Clasificación: 153-2008

Fecha-de Ingreso: 7 de abril de 2008

Nombre de Acuerdo: Agreement between the US Department of State and the Secretariat General of the Organization of American States for Monitoring Progress of the Environmental Cooperation Agenda in the DR-CAFTA countries (Federal Assistance Award SLMAQM-07-GR-333)

Materia:

Partes: SG/OEA & US Department of State

Referencia: Estados Unidos

Fecha de Firma: 14 de septiembre de 2007

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma:

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:

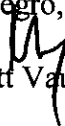


Organización de los Estados Americanos
Organização dos Estados Americanos
Organisation des États américains
Organization of American States



Date: 9/17/2007
Code: DSD/40/D

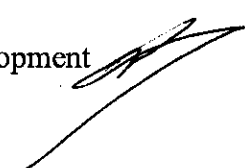
To: Mr. Dante Negro, Director, International Law Office

From:  Thomas Scott Vaughan, Director, Development of Sustainable Development

Subject: Agreement between the US Department of State and the GS/OAS for Monitoring progress of the Environmental Cooperation Agenda in the DR-CAFTA countries. (Federal Assistance Award S-LMAQM-07-GR-333).

Attached for your information and files is the original Agreement of reference signed by the Secretary General on September, 14, 2007.

If you have any questions or need any further information on this matter, please don't hesitate to contact Ms. Claudia de Windt at extension 6914 or via email at cdewindt@oas.org

CC: Ms. Claudia de Windt, Legal Specialist, Department of Sustainable Development 



U.S. DEPARTMENT OF STATE

FEDERAL ASSISTANCE AWARD

1. GRANT
 COOPERATIVE AGREEMENT

2. AWARD NUMBER
S-LMAQM-07-GR-333

3. PROJECT TITLE/DESCRIPTION
"Evaluation of Work Performed to Implement the CAFTA-DR Environmental Cooperation Agreement"

4. U.S. SHARE OF COST
\$299,958.00

5. RECIPIENT'S SHARE OF COST
\$0

6. TOTAL COST
\$299,958.00

7. ACCOUNTING AND APPROPRIATION DATA

1900 - 2006 - 2007 - 19726710370000 - OES -1008 - 7A0961 -2403 - 4121 Obligate: \$299,958.00

8. ISSUED BY: U.S. Department of State, International Programs Division (A/LM/AQM/IP)
301 4th St., S.W., Room M-22, SA-44
Washington, D.C. 20547

9. AWARD PERIOD From: 9-12-07 Through: 9-30-09

10. NAME AND ADDRESS OF GRANTEE/RECIPIENT

General Secretariat of the Organization of American States, 1889 F Street, NW, Washington, DC 20006

11. GRANTEE/RECIPIENT
FEDERAL TAX
I.D./ESTABLISHMENT CODE
(CFMS) DUNS # 058605791
TIN # 52-1336464

12. SEND REQUESTS FOR
REIMBURSEMENT TO:
See Terms and Conditions M.

13. STATUTORY AUTHORITY
FOR ASSISTANCE
Other: P.L. 87-256

14. SPECIAL AWARD CONDITIONS

This award incorporates the attached Budget (Attachment _____ || _____),
General Provisions (Attachment _____ N/A _____),
And the following documents: Attachment I

15. AGREEMENT

The Grantee/recipient agrees to execute the work in accordance with the following—the approved application to the extent encompassed by this Award; the attached documents; and the applicable rules checked below and any subsequent revisions.

- OMB Circular A-21
- OMB Circular A-87
- OMB Circular A-102
- OMB Circular A-110

- OMB Circular A-122
- OMB Circular A-128
- OMB Circular A-133
- 22 CFR 135, 137 & 138

16. GRANTEE/RECIPIENT NAME AND SIGNATURE

José Miguel Insulza

17. GRANTS OFFICER NAME AND SIGNATURE

Donald S. Hunter, Sr.

16A. TITLE

Secretary General, OAS

16B. DATE

9/14/07

17A. TITLE

GRANTS OFFICER

17B. DATE

9-12-07

18. GRANTEE/RECIPIENT

is, is not required to sign and return 1 copies of this document to the grants officer at the following address: SEE BLOCK 8

GRANT AGREEMENT

The purpose of this Grant is to provide support to the General Secretariat of the Organization of American States ("OAS" or the "Grantee") in assisting the Environmental Cooperation Commission of the DR-CAFTA, in evaluating if and how cooperative activities funded under the ECA Work Plan are contributing towards the achievement of the long term goals established by the parties. In this task, the Grantee will consider, among other things, (1) the overall impact of environmental cooperation, including how it is impacting relevant CAFTA-DR Parties' ability to strengthen and effectively enforce their environmental laws and meet the other long-term environmental goals; and (2) the effectiveness of the cooperation in strengthening environmental laws, improving their enforcement, and ensuring sustainability of the programs and projects started through cooperation.

Terms and Conditions

A. Implementation of the Program

CAFTA-DR cooperative environmental projects, both bilateral and regional in nature, aimed at achieving a set of long-term goals. An independent organization is necessary to evaluate the effectiveness of U.S. funded environmental cooperation, and the extent to which this funding is helping the CAFTA-DR Parties achieve these long-term goals. The OAS, has been selected for this project, due to its proven track record and Staff expertise in the areas of trade and environment, environmental law and governance as well as in performance monitoring, , particularly in the Region.. .

B. Allowable Costs

1. The Grantee shall be reimbursed for costs incurred in carrying out purposes of this Grant which are reasonable, allocable and allowable.
 - a. Reasonable shall mean those costs that do not exceed those which would be incurred by an ordinarily prudent person in the conduct of normal business.
 - b. Allocable shall mean those costs that are necessary to the grant.
 - c. Allowable shall mean those costs which are reasonable and allocable, and which conform to any limitations set forth in this grant.
2. Prior to incurring a questionable or unique cost, the Grantee is encouraged to obtain the Grant Officer's written determination as to whether the cost will be allowable.

C. Period of Performance

The period of performance under this Agreement shall be from **September 12, 2007 through September 30, 2009**. All expenditures paid with funds provided by this Agreement must be incurred for authorized activities that take place during this period unless otherwise stipulated. In the event the time prescribed herein should prove insufficient for the Recipient to carry out the program provided for herein, the Grants Officer may provide such extension of the period of the Agreement as may be deemed advisable. Any extension will be effective only upon the execution of an amendment to the Agreement for this purpose. All requests for extensions must be received in writing at least ten days prior to the expiration date.

D. Refunds

1. Funds obligated by Department of State ("DoS" or the "Grantor") but not disbursed to the Grantee at the time the Grant expires or is terminated shall revert to DoS, except for such funds encumbered by the Grantee by a legally binding transaction applicable to this Grant. Any funds advanced to but not expended by the Grantee at the time of expiration or termination of the Grant shall be refunded to DoS except for such funds encumbered by the Grantee by a legally binding transaction applicable to this grant.
2. If, at any time during the life of the grant, or as a result of final audit, it is determined that DoS funds provided under this Grant have been expended for purposes not in accordance with the terms of this grant, the Grantee shall refund such amount to DoS.

E. Revision of Grant Budget

1. The approved Grant budget is the financial expression of the Grantee's program as approved during the Grant award process.
2. The Grantee shall immediately request approval from the Grant Officer when there is reason to believe that within the next 30 calendar days a revision of the approved Grant budget will be necessary for any of the following reasons:
 - a. To change the scope or the objectives of the program and/or revise the funding allocated among program objectives by more than ten percent of the total budget amount unless the schedule states otherwise.
 - b. Additional funding is needed.
 - c. The Grantee expects the amount of DoS authorized funds to exceed its needs by more than \$5,000.00 or five percent of the DoS award, whichever is greater.

3. Except as required by other provisions of this Grant specifically stated to be an exception from this provision, the Government shall not be obligated to reimburse the Grantee for costs incurred in excess of the total amount obligated under the Grant. The Grantee shall not be obligated to continue performance under the Grant (including actions under the "Termination Procedures" provision) or otherwise to incur costs in excess of the amount obligated under the grant, unless and until the Grant Officer has notified the Grantee in writing that such obligated amount has been increased and has specified the new Grant total amount.

F. Termination Procedures

This agreement may be terminated, in whole or in part, by either party at any time upon 30 days written notice of termination. Upon receipt of and in accordance with a termination notice from the grants officer, the Grantee shall take immediate action to cease all expenditures financed by this Grant and to cancel all unliquidated obligations if possible. Further, upon receipt of notice of termination, the Grantee shall not enter into any further obligations under this Grant. Except as provided below, no further reimbursement shall be made after the effective date of termination. The Grantee shall within 30 days of the effective date of termination repay to the Government all unexpended DoS funds not otherwise obligated by a legally binding transaction applicable to this Grant. Should the funds paid by the Government to the Grantee prior to the effective date of termination be insufficient to cover the Grantee's obligations in a legally binding transaction, the Grantee may submit to the Government within 90 days after the effective date of termination a written claim for such amount. The Grant Officer shall determine the amount(s) to be paid by the Government to the Grantee under such claim in accordance with the "Allowable Costs" provision of this Grant.

G. Non-Liability

The DoS does not assume liability for any third party claims for damages arising out of this Grant.

H. Amendment

1. This document constitutes the entire agreement between the parties. No modification changing its scope or terms shall have any force or effect unless it is in writing and signed by the Grants Officer for the DoS and a duly authorized representative for the Grantee.
2. The Grantee shall inform the DoS in writing of the name of its representative authorized to administer the agreement, and bind the Grantee.

I. Grant Officer

The Grant Officer is responsible for all administrative aspects of this award and is the only individual authorized to award, amend, suspend, and terminate financial assistance awards. In addition, the Grants Officer is responsible for administrative coordination and liaison with the Recipient. This individual receives appropriate material from the Grants Officer's Representative and/or the Recipient for administrative processing. The Grant Officer's name, address, and telephone number are:

Donald S. Hunter, Sr.
U.S. Department of State
A/LM/AQM/IP
301 4th Street, SW, Room M-22
Washington DC 20547
Phone: 202-203-7119
Email: hunterds@state.gov

J. Grant Officer's Representative

The Grant Officer's Representative ("GOR") for this Grant Agreement will be Fred Stern, phone: 202-647-4750; email: SternFW@state.gov. The GOR is responsible for the programmatic, technical, and/or scientific aspects of this award.

K. Audit and Records

1. The Grantee shall maintain books, records, documents, and other evidence in accordance with the Grantee's usual accounting procedures to sufficiently substantiate charges to the Grant. The Grantee confirms that this program will be subject to an independent audit in accordance with the Grantee's usual auditing procedures, and agrees to furnish copies of these audit reports to DoS along with such other related information as may be reasonably requested by DoS with respect to questions arising from the audit report.
2. It is understood that financial records, including documentation to support entries on accounting records and to substantiate charges against the Grant, will be maintained in accordance with OAS's usual accounting procedures, which must follow generally accepted accounting practices. All such financial records must be maintained for at least three years after the final disbursement of funds under this Grant.

L. Reporting and Evaluation

Reporting Requirements: The Grantee is required to submit financial and progress reports on a semi-annual basis. Reports should be submitted semi-annually no more than 30 days following June 30th and December 31st. The

Financial Status Report (SF-269) is the required form for the financial reports. Progress reports do not have a required form or format. The DoS encourages Grantees to compile progress reports according to the objectives/goals of the project as outlined in the proposal and statement of work provided in the Grant. For each objective/goal, reports should include:

- significant activities of the period and how activities reflect progress toward achieving goals;
- evaluation of progress on goals/objectives with quantitative and qualitative data, as appropriate
- any problems/challenges in implementing the program and a corrective action plan;
- evaluation of accomplishments with quantifiable information on goals and objectives to date as available;
- an update on expenditures during the quarter;
- supporting documentation or products related to project activities (such as articles, meeting list and agenda, manuals, etc.);

Semi-annual progress reports should also reflect the Grantee's continued focus on measuring the project's impact on the overarching goals, problems or opportunities the project seeks to address. Assessment of the overall project impact, as appropriate, should be included in each quarterly progress report.

The Department of Health and Human Services' Payment Management System (PMS) requires that Grantees submit electronic quarterly financial reports (PSC 272 reports). Grantees should submit the quarterly PSC 272 report in addition to the required quarterly SF-269 financial report and quarterly progress report.

A final SF-269 financial report shall be submitted within 90 days after the expiration date of the Grant award. A final project summary report is due 90 days after the Grant expires. The DoS encourages Grantees to include an in-depth impact assessment and/or project evaluation in the final project summary report. The project summary should include quantitative and qualitative data relating to the project's goals and objectives, project outputs and overall project impact.

The DoS reserves the rights to request any additional programmatic and/or financial program information during the Grant period.

M. Payment

Payments under this agreement will be made through the U.S. Department of Health and Human Services Payment Management System (PMS). The Payment Management System instructions are available under the PMS website and can be accessed at the following address: <http://www.dpm.psc.gov/>. If you need any further assistance, please contact the GOR identified in the agreement. Grantees should request funds based on immediate disbursement requirements and disburse funds as soon as possible to minimize the Federal cash on

hand in accordance with the policies established by the U.S. Treasury Department and mandated by the OMB Circulars.

N. Additional Terms and Conditions

1. U.S. funds or other support under this Grant are not to be provided to individuals and organizations associated with terrorism, illicit drug traffickers, or those known to assist or collude with drug traffickers. OAS will ensure that all grants or contracts used to carry out this program will include provisions corresponding to the terrorism and drug trafficking requirements of this paragraph with respect to all recipients of these funds.

2. Assistance funds provided should not be taxed by the beneficiary country. OAS should ensure that commodities purchased with funds provided shall be exempt from taxes, included value-added taxes and customs duties. To the extent that OAS does not have adequate immunity from taxation, it will seek agreement from the beneficiary country that taxes will not be imposed. Should any such value-added taxes or customs duties be assessed and not refunded by any beneficiary country, OAS should include this information in its financial reports to DoS and should inform such country that the United States will reduce the amount of future assistance that would otherwise be provided to such country.

3. U.S. funds should be utilized in a manner that respects the human rights and dignity of persons. U.S. funds or support under this Grant shall not be provided to any security forces (including police) where there is credible evidence that such unit has committed gross violations of human rights. OAS can request information from DoS to help establish whether there is such evidence with respect to prospective recipients of assistance.

O. Investment Promotion

No funds or other support provided hereunder may be used in program or activity reasonably likely to involve the relocation or expansion outside of the United States of an enterprise located in the United States if non-US production in such relocation or expansion replaces some or all of the production of, and reduces the number of employees at, said enterprise in the United States:

No funds or other support provided hereunder may be used in a program or activity the purpose of which is the establishment or development in a foreign country of any export processing zone or designated area where the labor, environmental, tax, tariff, and safety laws of the country would not apply, without the prior written approval of DoS.

No funds or other support provided hereunder may be used in an activity which contributes to the violation of internationally recognized rights of workers in the recipient country including those in any designated zone or area in that country.

This provision must be included in all sub agreements.

P. Publications and Media Releases

1. **Publications, media releases, or electronic or print material developed or produced by Grantee about the program funded and which identify the DoS's contribution must be approved by the GOR prior to release or publication.**
2. **If it is the Grantee's intention to identify DoS's contribution to any publication, video or other information/media product resulting from this grant, the product shall state that the views expressed by the author(s) do not necessarily reflect those of DoS. Acknowledgements should identify the sponsoring DoS office and bureau or mission as well as the following:**

"This [publication, video or other information/media product (specify)] was made possible through support provided by the United States Department of State, under the terms of Grant No. S-LMAQM-07-GR-333. The opinions expressed herein are those of the author(s) and do not necessarily reflect the views of the United States Department of State."
3. **The Grantee shall provide the project office with one copy of all published works developed under this Grant and with lists of other written work produced under this grant.**
4. **Except as otherwise provided in the terms and conditions of the grant, the author or the recipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this grant, but DoS reserves a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for U. S. Government purposes.**

Attachment I

PROJECT DESCRIPTION**“Evaluation of Work Performed to Implement the CAFTA-DR Environmental Cooperation Agreement”**

Through implementation of these activities and future cooperation, the CAFTA-DR Parties hope to achieve the following long-term goals in the CAFTA-DR region:

- Compliance with CAFTA-DR Environment Chapter (Chapter 17) obligations: (1) to ensure that their environmental laws and policies provide for and encourage high levels of environmental protection; (2) to effectively enforce their environmental laws; and (3) to ensure that judicial, quasi-judicial, or administrative proceedings are available to sanction or remedy violations of environmental laws;
- Improved protection and conservation of the environment, including natural resources;
- Transparency and public participation in environmental decision-making;
- An improved culture of environmental protection and compliance with environmental laws through, among other things, the promotion of economic opportunities, voluntary measures to enhance environmental performance, and job creation.; and
- Regional harmonization and integration of environmental laws and policies to facilitate improved environmental protection and a level playing field across the region.

In undertaking the evaluation, the Grantee will consider, among other things, (1) the overall impact of environmental cooperation, including how it is impacting relevant CAFTA-DR Parties' ability to strengthen and effectively enforce their environmental laws and meet the other long-term environmental goals; and (2) the effectiveness of the cooperation in strengthening environmental laws, improving their enforcement, and ensuring sustainability of the programs and projects started through cooperation.

In completing this work, OAS-DSD will be guided by a document that the DOS is developing with its CAFTA-DR partners that identifies the results each partner hopes to achieve through environmental cooperation by the end of 2010. In addition, the State Department will provide the Grantee detailed information on each of the cooperative environmental projects being implemented in the region, including performance indicators for each project.

In this regard, countries of the region are implementing approximately eighty (80) activities, striving to achieve compliance with CAFTA-DR Environment Chapter 17 obligations. The evaluation will supplement (and may incorporate) reports from project implementers on their success toward meeting specific performance indicators established for each project. In addition, officials from the State Department, with

support from other government departments or agencies, will monitor on-going activities and evaluate progress toward meeting indicators and achieving results. The Grantee will collaborate closely with specific project implementers, including U.S. technical agencies, USAID regional and bilateral missions, and non-governmental organizations; the USAID Latin America and Caribbean Bureau Environment Team; the U.S. Department of State, Bureau of Oceans, Environment, and Science Bureau, Office of Environmental Policy; the Department of State Regional Environmental Office for Central America and the Caribbean; and the Office of the United States Trade Representative.

The OAS-DSD will work with various stakeholders, in the design of a process based on performance indicators. Particular emphasis will be placed on the ability of the parties to strengthen and effectively enforce environmental laws, thus meeting other long-term environmental goals; the effectiveness of cooperation in strengthening environmental laws, improving their enforcement, and ensuring sustainability of the programs and projects started through cooperation; and the extent to which the cooperation is helping to promote transparency and to build capacity of civil society to more effectively participate in environmental policies, including compliance, enforcement, and decision-making.

The OAS DSD will review reports and information gathered through 60 of the ongoing activities under the Environmental Cooperation Agreement Work Plan, which will help in establishing a baseline, or comparable benchmarks among the parties to the CAFTA-DR agreement, and these benchmarks will be reviewed and consulted with the CAFTA-DR trade and environment designated national focal points. The OAS DSD will facilitate communication with all relevant parties and will conduct person-to-person interviews with the relevant project executing institutions, project and cooperation beneficiaries, and the private sector among other key stakeholders.

For the multinational projects, if multi-country missions are not feasible or warranted, OAS DSD will communicate with necessary parties via email, telephone, fax, and by engaging the OAS national offices. Monitoring progress and the impact of cooperative activities will be done through a bottom-up, consultative approach that will consider how policies and some of the activities undertaken at the national level can contribute to achievement of national and regional environmental performance. The approach will also reflect how collective action is contributing to the individual goals established by each country to 2010. The OAS-DSD will seek and consider input from relevant organizations and provide a platform for sharing information on progress of cooperative activities with the public and the relevant stakeholders.

The OAS-DSD will establish a mechanism for monitoring the progress of activities on a semiannual basis to provide the Environmental Commission with recommendations on next steps and guidance on improving environmental cooperation. Thirty days after signature of the Cooperative Agreement, OAS-DSD will provide the DOS with an implementation plan, describing project activities during year one, including the CV's of key personnel on the implementation team. OAS-DSD will also provide annual and interim reports that evaluate whether U.S. funded environmental

cooperation overall is helping the CAFTA-DR Parties achieve the long-term environmental goals. The first evaluation report will be due one year from the date of signature of the Cooperative Agreement. Subsequent reports will be due annually on that date until end of the period of performance or termination of the cooperative agreement.

This approach will provide the foundation for monitoring progress systematically in ensuing years of ECA implementation and enhances the probability that the benefits of environmental cooperation will be continuous and enduring.

The OAS-DSD plans to use its expertise in the Results Based Framework and trade and environment in order to carry out this task. The objectives of this two year proposal will be accomplished in three phases:

Schedule of Performance Milestones:

- Phase I: Due diligence and Information Review (September 2007-February 2008);
- Phase II: Design of Evaluation Process (February 2008—June 2008); and
- Phase III: Implementation of Evaluation Process (June 2008—September 2009).

Short Term Goals:

- Performing evaluations that measure the overall impact of environmental cooperation, including how it is impacting relevant CAFTA-DR Parties' ability to strengthen and effectively enforce their environmental laws and meet the other long-term environmental goals;
- Writing reports that highlight the effectiveness of the cooperation in strengthening environmental laws, improving their enforcement, and ensuring sustainability of the programs and projects started through cooperation; and

Long Term Goals:

- Demonstrate the extent to which the environmental cooperation is helping build the capacity of civil society to more effectively participate in environmental compliance, enforcement, and decision-making.

Attachment II

Budget Summary

I. Program Costs

| | Amount |
|--|------------------|
| 1. Salaries & benefits | \$148,800 |
| 2. Travel & per diem | \$ 29,257 |
| 3. Equipment & supplies | \$ 7,425 |
| 4. Consultants | \$ 69,800 |
| 5. Communications, materials & publication | \$ 14,950 |
| Sub-total | \$270,232 |

II. Indirect Costs

| | |
|-------------------------------|------------------|
| 1. Indirect Cost Recovery 11% | \$ 29,726 |
| Sub-total | \$ 29,726 |

| | |
|----------------------------|------------------|
| Federal Grand Total | \$299,958 |
|----------------------------|------------------|