

## **SAMPLE**

The following is a sample agreement requiring signatures between OSM and a watershed group committing each with responsibilities to fulfill this contract.

### **COOPERATIVE AGREEMENT BETWEEN UNITED STATES DEPARTMENT OF THE INTERIOR OFFICE OF SURFACE MINING AND (Watershed Group)**

This Cooperative Agreement is between the United States Department of the Interior, Office of Surface Mining, hereinafter referred to as OSM, and the (Watershed Group), hereinafter referred to as the Sponsoring Watershed Organization, and is entered into under the authority of §413(a) of the Surface Mining Control and Reclamation Act of 1977, as amended, 30 U.S.C. §§1201 et seq., and the Omnibus Consolidated and Emergency Supplemental Appropriations Act of 1999, P.L. No. 105-277, and in accordance with the Federal Grant and Cooperative Agreement Act of 1977, 31 U.S.C. §§6301 et seq.

Mine drainage, particularly acid mine drainage (AMD), is the most pervasive water pollution problem within the Appalachian region. The watersheds that contained the coal that fostered this nation's industrial growth often now are impacted by AMD. This may be considered one of the worst aspects of the region's industrial birthright, and one that has yet to be sufficiently resolved despite extensive studies and the expenditures of millions of dollars. Watershed associations are key to developing and implementing cooperative water resources conservation strategies.

The Office of Surface Mining recognizes the need to strengthen our technology and involvement in communities with watersheds that have an AMD problem. It is the intent of this Cooperative Agreement to provide the above named Sponsoring Watershed Organization with funding, technical support, and assistance for the purpose of engaging and utilizing a summer intern. Such intern will enable the Sponsoring Watershed Organization to identify AMD problems as well as potential solutions.

#### **IMPLEMENTING AGREEMENT AND OSM/WATERSHED COMMITMENT:**

Interns are expected to work full-time for a twelve week period. The interns selected by the Watersheds must meet the following criteria:

While experience in working with a watershed is not a rigid requirement, preference should be given to those applicants with watershed experience.

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Interns must be working on a relevant degree from an accredited College/University in the United States. All must have a minimum cumulative GPA of 2.5

Interns must provide copies of informal transcripts, a current resume and a letter of recommendation from either a faculty member or an appropriate supervisor.

The Intern(s) must be able to work outdoors.

The Intern(s) must be able to participate at least in a limited amount of travel.

The Sponsoring Watershed Organization agrees to:

Interview and select an Intern(s) for the Internship Program.

Find/provide housing for the intern, not costing the intern more than \$300.00, for the twelve week period, if required.

Provide office and computer/email access for the intern.

Provide strong and supportive supervision for the intern.

Provide the OSM Project Officer with Progress Reports, In-Kind Reports and a Final Project Report (see attachments #3 and 4).

OSM agrees to:

Assist in recruiting potential intern candidates by publicizing the availability of internships, receiving applications, and forwarding those to the Sponsoring Watershed Organization.

Provide technical assistance in developing and implementing Summer Watershed Internship Projects through an Appalachian Clean Streams Initiative Coordinator located in an OSM Field Office.

Provide oversight and direction throughout the summer.

Provide a brief summary report on the program to the Sponsoring Watershed Organization.

### **SUPERVISION:**

Direct supervision of the intern is to be provided by the Sponsoring Watershed Organization as the intern is the employee of, or contractor to, the Sponsoring

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Watershed Organization and not a Federal Government employee. The Office of Surface personnel will be available, upon request, to consult and review potential applicants prior to the Sponsoring Watershed Organization finalizing the offer of an internship.

### **FINANCIAL COMMITMENT:**

The Office of Surface Mining will transfer via Electronic Fund Transfer (see attachment #2) to the Sponsoring Watershed Organization's Banking Institution the total funding amount of \$2,500 in three increments as outlined below. These funds are to be used as follows:

\$2,000 stipend for the Intern(s).

\$500 for project related expenses.

### **Payment/Reporting Requirement**

Payment is predicated upon reports as specified in Attachment #2 being provided to the OSM Project Officer, Gene E. Krueger:

OSM Summer Watershed Internship Program

Office of Surface Mining  
1951 Constitution Avenue, N.W., Room 120  
Washington D.C. 20240  
Phone: (202) 208-2937 Fax: 202-219-0239

Payment will be made from OSM Account 2R3200250 and/or 2R3200R04 object class 25, at the following intervals:

- " One half of the amount at the end of the first week upon receipt by the OSM Project Officer of a goals and objectives statement (see attachment #3) signed by the intern and Sponsoring Watershed Organization, subsequent to signing this Cooperative Agreement.
- " One fourth of the amount within eight weeks of signing this Cooperative Agreement and upon receipt by the OSM Project Officer of the 4<sup>th</sup> and 8<sup>th</sup> week progress reports and In-Kind Reports (see attachments #3 and 4).
- " A final payment for the remaining balance of one fourth upon receipt by the OSM Project Officer of the Final Project Report (see attachment #3).

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The attached Standard Conditions (attachment #1) are made a part of this Cooperative Agreement. The required provisions of 43 CFR Part 12 (Administrative and Audit Requirements and Cost Principles for Assistance Programs) are hereby incorporated by reference.

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This Cooperative Agreement takes effect as of the date of last signature below.

On behalf of the United States Department of the Interior, Office of Surface Mining:

\_\_\_\_\_  
Mary Josie Blanchard, Assistant Director, Program Support

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gene E. Krueger,  
Abandoned Mine Land Reclamation Administrator

\_\_\_\_\_  
Date

I hereby certify the terms and conditions of this Cooperative Agreement on behalf of the Sponsoring Watershed Organization:

\_\_\_\_\_  
(Name), Representative of (Watershed Sponsor)

\_\_\_\_\_  
Date

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## STANDARD CONDITIONS

### Required Clauses

During the performance of this Agreement, the Sponsoring Watershed Organization agrees to abide by the terms of executive order 11246 on non discrimination and will not discriminate against any person because of race, color, religion, sex, age, marital status, national origin, sexual orientation, non-disqualifying handicap conditions, or any non-merit factors.

No member or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom, but this provision shall not be construed to extend this Agreement if made with a corporation for its general benefit.

Buy American Requirements: Pursuant to section 307 of the United States Department of the Interior and Related Agencies Appropriations Act of 1996 (or and subsequent versions) and 43 CFR Part 12, Subpart E, please be advised of the following: In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this Act, it is the sense of Congress that entities receiving the assistance should, in expending the assistance, purchase American-made equipment and products.

Unless authorized by Congress, employees are prohibited from using any part of the money appropriated by any enactment of Congress to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; this prohibition does not prevent any employee from communication to Members of Congress on the request of any Member or through proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

Upon acceptance of the terms and conditions of this Agreement, the Sponsoring Watershed Organization may submit requests for payment, either as invoice or a Standard Form 270. The original and two copies of each invoice/payment request shall be submitted to the OSM Project Officer for review and recommendation for payment, to be forwarded to the OSM Division of Financial Management for approval and disbursement.

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## **REPORTS**

In order for the Sponsoring Watershed Organization to receive its series of three payments, the Office of Surface Mining (OSM) Project Officer must receive three progress reports from the intern. Remember to let the intern know that the program operates on federal funds and we must all be accountable for the ways in which we spend tax payer dollars. Progress reports are the proof that the intern is, in fact, doing what she/he was hired to do, thus making it possible to issue payment to the Sponsoring Watershed Organization for intern stipends and other expenses.

### **First Report: Goals and Objectives**

In the first report, the intern, in conjunction with the Sponsoring Watershed Organization, should define the goals and objectives of the internship by the end of the first week.

The intern must know that goals are the major things that the internship is to accomplish and objectives are the specific steps that you take to reach those goals.

For example:

Goal I: To devise a watershed plan.

Objective 1: To complete water monitoring samples.

Objective 2: To compile data in spreadsheet format.

Objective 3: To analyze data...etc.

### **Progress Reports**

A Progress Report, summarizing work to date, is due by the end of the 4<sup>th</sup> week along with the In-Kind Report (see attachment #4). This process should be replicated at the end of the 8<sup>th</sup> week with another Progress Report and In-Kind Report.

### **Final Reports**

The intern's Final Report will serve as a record of his/her work this summer and a reference source for others in the future. The intern must provide a copy to **both** the OSM Project Officer and to the Sponsoring Watershed Organization.

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### Attachment # 3

The intern's final report should begin with an **executive summary**. This is one piece of paper which gives the following information:

Sponsoring Watershed Organization name, address, phone#, email address

Intern name, permanent address, phone#, email address

Brief one paragraph description of internship

One paragraph description of accomplishments

The Final Report should include all the paper the internship generated: flyers, invitations, maps, graphs, mailings, disks of databases produced, important correspondence and examples of data entry forms.

There are no length requirements for the Final Report. It should provide a clear map of what the intern set out to do, how she/he went about doing it and what the project accomplished. The report itself should include the following information:

- " The original intent of the internship
- " How and why this may have changed over the course of the summer
- " A description of the methodologies employed
- " A description of final results
- " Copies of the 4<sup>th</sup> week and 8<sup>th</sup> week Progress Reports and In-Kind Report
- " A final summary In-Kind Report
- " A short (50 word) summary of the internship experience and its benefits (to be used in publication)

In addition, the Final Report should include some advice to others. These should be listed on separate sheets of paper and are advice:

- " To the next intern (work here...with these people...)
- " To the sponsor (the best thing to do next)
- " To OSM (what worked and did not work?)
- " A short (50 word) summary of the internship experience and its benefits (to be used in publication)

The intern should also remember:

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### **Attachment # 3**

- " The whole report must be reproducible - 8 1/2x11 pages.
- " All pages need to be numbered with her/his name (ex: Jones, 18).
- " All reports will be put in binders at OSM. No need for the intern to put in a binder but please punch holes for a three ring binder.

### **Final Payment**

In order for the Sponsoring Watershed Organization to receive its final payment, the OSM Project Officer must have the following information:

1. A complete copy of the intern s **Final Report**.
2. Signed authorization from the Sponsoring Watershed Organization that the intern completed the internship in a satisfactory manner, provided the Sponsoring Watershed Organization with a complete copy of the final report, and completed 12 full weeks of work.
3. Final In-Kind Report.

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## In-Kind Report

In order for the Sponsoring Watershed Organization invoice to be processed, OSM must receive a completed In-Kind Report. This helps us determine the true value of this program and therefore is a very important components of the program records.

In-Kind costs are the costs associated with the internship that do not come out of the Internship Program budget. These costs, for the most part, will be provided by the Sponsoring Watershed Organization and other project partners. All of these costs count as In-Kind contributions.

The intern does not need to keep a record of every photocopy and phone call she/he makes this summer. These In-Kind costs are approximate. The attached may be used as the format for the report. It is mostly self explanatory but the last two categories may need further explanation:

*Office area* is the space that is allotted to only the intern, therefore it is only space around the intern s desk. If the intern shares a desk with someone else, it is half the calculated space.

*Supervision and training* is the amount of time the supervisor or someone else spends specifically providing the intern with guidance for her/his project or reviewing the intern s work.

Be sure to include the time agency personnel spend in training, site visits, meetings with the intern, or other support functions.

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**Basic In-Kind Rates**

Intern: \_\_\_\_\_

Sponsor Agency: \_\_\_\_\_

Covering Dates: \_\_\_\_\_ to \_\_\_\_\_

**Copies:**  
\_\_\_\_\_ # of Copies x \$.05 = \$ \_\_\_\_\_

**Computer:**  
\_\_\_\_\_ # of days x \$25.00 = \$ \_\_\_\_\_

**Telephone:**  
\_\_\_\_\_ # of calls x \$1.00 = \$ \_\_\_\_\_

**Fax:**  
\_\_\_\_\_ # of faxes x \$.20 per minute = \$ \_\_\_\_\_

**Mailing:**  
Approximate mailing costs for project \$ \_\_\_\_\_

**General Office Supplies:**

**Government or company vehicle mileage:**  
\_\_\_\_\_ # of miles x \$.25 = \$ \_\_\_\_\_

**Office Area (immediate desk space only):**  
# of square feet @ \$14.93 per year **OR**  
\_\_\_\_\_ length x \_\_\_\_\_ width x \$14.93 ÷ 12 = \$ \_\_\_\_\_

**Supervision and Training:**  
\_\_\_\_\_ # of hours x \$37.00 = \$ \_\_\_\_\_