

FIXED PRICE TECHNICAL SERVICES CONTRACT

AGENCY FOR INTERNATIONAL DEVELOPMENT CONTRACT NO. AID/CM/TA-0-72-3  
 NEGOTIATED PURSUANT TO THE FOREIGN ASSISTANCE ACT OF 1961, AS AMENDED, AND EXECUTIVE ORDER 11225 FIXED PRICE \$8847

CONTRACT FOR: Education Sector Analysis - Methodology Development Project No. \_\_\_\_\_

CONTRACTING OFFICE (Name and Address) Agency for International Development Office of Contract Management Central Operations Division Technical Assistance Branch Washington, D.C. 20523	CONTRACTOR (Name and Address) Dr. William R. Charleson NAME 820 Connecticut Ave. N.W., Suite 100 STREET ADDRESS Washington, D.C. CITY, STATE AND ZIP CODE
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TECHNICAL OFFICE TA/SHR	EFFECTIVE DATE: NOV 2 1972 COMPLETION DATE: June 30, 1973
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MAIL VOUCHERS (Original and 3 copies) TO: Agency for International Development Office of the Controller Washington, D.C. 20523	ACCOUNTING AND APPROPRIATION DATA Amount Obligated: \$8847 PIO/T NO. 931-11-000-003-73-3138884 APPROPRIATION NO. 72-1131004 ALLOTMENT NO. 354-11-000-00-20-31
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TYPES OF BUSINESS (CHECK APPROPRIATE BOX(ES))

<input type="checkbox"/> SOLE PROPRIETORSHIP	<input type="checkbox"/> SMALL BUSINESS
<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> LABOR SURPLUS AREA
<input type="checkbox"/> JOINT VENTURE	
<input type="checkbox"/> CORPORATION INCORPORATED IN THE STATE OF _____	

The United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and the Contractor agree that the Contractor shall perform all the services set forth in the attached Schedule, for the consideration stated therein. The rights and obligations of the parties to this contract shall be subject to and governed by the Schedule and the General Provisions. To the extent of any inconsistency between the Schedule or the General Provisions and any specifications or other provisions which are made a part of this contract, by reference or otherwise, the Schedule and the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

This Contract consists of this Cover Page, the Schedule of 5 Pages, including the Table of Contents and the General Provisions (form AID 1420-12C, dated 7-72).

NAME OF CONTRACTOR William R. Charleson	UNITED STATES OF AMERICA AGENCY FOR INTERNATIONAL DEVELOPMENT
BY (Signature of authorized individual) <i>[Signature]</i>	BY (Signature of Contracting Officer) <i>[Signature]</i>
TYPED OR PRINTED NAME William R. Charleson	TYPED OR PRINTED NAME B. J. O'Brien
TITLE	CONTRACTING OFFICER
DATE NOV 2 1972	DATE NOV 2 1972

CERTIFIED & TRUE COPY THIS  
28th DAY OF November 1972  
 BY E. L. Amis

FIXED PRICE TECHNICAL SERVICES CONTRACT

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GENERAL PROVISIONS

The General Provisions applicable to this Contract consist of form AID 1420-42C entitled "General Provisions - Fixed Price Technical Services Contract," dated 7-72, which includes provisions 1 through 33.

## SCHEDULE

### ARTICLE I - STATEMENT OF WORK

#### A. Objectives

The purpose of the technical services being sought is to provide an informational resource to the Office of Education and Human Resources of the Bureau for Technical Assistance; relevant to the formulation of education sector analysis methodology.

#### B. Scope of Work

The Contractor will produce a manual, or guidance document, dealing with education sector analysis methodology, in which Contractor will:

(a) Identify and discuss needs. This will entail a review of the Agency's new directives specifying the employment of sector analytic methods. The new directives imply that these methods will provide more cost-effective approaches in assisting developing nations than methods used heretofore, and will have high utility as well for the LDCs themselves.

(b) Define the problem. Based on the examination of the need to do sector analysis, what are the dimensions of the problem of developing the methodology for sector analysis? Included in this section; attention will be given to the following kinds of questions:

1. Of what does the education "sector" consist? Should it deal with what is, or with what ought to be?
2. What is "sector analysis"? How does it differ, for example, from "systems analysis"?
3. Who are the consumers of education sector analysis? How does this affect the purpose and scope of sector analysis, and the determination

of who is actually to do sector analysis? For example, analysis with a basically diagnostic emphasis will be of critical interest and usefulness to education program managers and administrators; analysis with a future emphasis will be of interest to national and educational planners.

Can the two emphases be wed?

(c) Determine Solution Requirements. Based on the identification and discussion of needs and definition of the problem, what solutions can be offered in moving ahead with sector analysis? Among the questions or issues to be dealt with are:

1. What are the major constraints or problems associated with the development of sector analysis methodology? With doing sector analysis in real-life LDCs? (e.g., inadequate data and information, lack of trained analysts, absence of interest and motivation, costs considerations) What can be done about these constraints?

2. Conversely, what are the minimum resource inputs required for doing sector analysis? Does capability to mount sector analysis by LDCs require concomitant development of other capabilities? (e.g., lack of data base suggests need to strengthen this capability to support sector analysis. Other possibilities: capability to design, monitor and evaluate projects; capability to organize, monitor and achieve articulation of variety of external assistance inputs.)

3. How are education sector analyses to be related to analyses of other sectors? What is the possibility and value of developing aggregate planning models incorporating analyses of various sectors? Consider common data requirements for analyses in several sectors.

(d) Identify Solution Alternatives. Based on the foregoing, what alternatives for development of sector analysis methodology can be offered? Questions such as the following will be considered:

1. Is more than one methodology for analysis practical? Should efforts be made to "standardize" analytical approaches in education sector analysis, or is it enough that certain minimum methodological "guidelines" can be observed?

2. Depending upon the answer to question one, what next steps should AID undertake? The need for consultation with LDCs, other assistance agencies, experts in field, should be considered. The possibility of the kinds of short-term guidance TA/EHR can provide Missions and LDCs in undertaking sector analyses should be considered.

3. What kinds of training programs might be instituted to prepare people to undertake sector analysis? (Consider AID/W, USAIDs LDCs)

In undertaking this assignment, the Contractor will review the experience in the subject area, with special attention to actual sector "studies," "assessments," or analyses produced by agencies such as World Bank/ UNESCO, AID (chiefly the Latin American Bureau), Florida State University (Korea), Ethiopia.

As a final product Contractor shall submit a report which provides procedural guidance to permit each Mission to diagnose its and host country's capacity to adopt sector analysis methodology in education.

## ARTICLE II - REPORTS

### A. Interim Reports

No later than the 20th, 40th and 60th days following execution of this contract, the Contractor shall submit to TA/EHR, (Dr. R. W. Schaeding), in draft form, an original and one copy of an interim report covering paragraphs (a), (b) and (c-d), respectively, of the Scope of Work herein.

### B. Final Report

At the successful conclusion of all work and services required hereunder but no later than February 15, 1973 the Contractor shall submit for acceptance to the Associate Assistant Administrator of the Bureau for Technical Assistance (AA/TA) 2 copies of the final report.

### C. Report Submission

One copy of reports required hereunder shall be sent directly to the Contracting Officer whose signature is affixed hereto.

## ARTICLE III - PERIOD OF CONTRACT

This contract is effective on the date shown on the Cover Page and all work and services required hereunder shall be completed by June 30, 1973.

## ARTICLE IV - FIXED PRICE AND METHOD OF PAYMENT

(a) Upon the satisfactory completion of all work and services and the Contracting Officer's written acceptance of the item(s) specified to be delivered hereunder, the Contractor shall be paid the fixed price of \$8,847.

(b) To obtain payment, the Contractor shall submit the documentation required by the clause entitled "Documentation for Payment" of the

General Provisions to the paying office indicated on the Cover Page of this contract.

ARTICLE V - PARTIAL PAYMENTS

Notwithstanding Article IV (a) above, upon submission of the first and second interim reports as indicated in Article II herein, partial payments amounting to 40% and 20% of the total fixed price are authorized. Final payment shall be made upon submission of the final report.

**GENERAL PROVISIONS**  
**FIXED PRICE TECHNICAL SERVICES CONTRACT**

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**1. DEFINITIONS (DEC. 1970)**

(a) "A.I.D." shall mean the Agency for International Development.

(b) "Administrator" shall mean the Administrator or the Deputy Administrator of the Agency for International Development.

(c) "Consultant" shall mean any especially well qualified person who is engaged on a temporary or intermittent basis to advise the Contractor and who is not an officer or employee of the Contractor who performs other duties for the Contractor.

(d) "Contracting Officer" shall mean the person executing this contract on behalf of the United States Government and any other Government employee who is a properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of his authority.

(e) "Contractor Employee" shall mean an employee of the Contractor assigned to work under the contract.

(f) "Cooperating Country or Countries" shall mean the foreign country or countries in which services are to be rendered hereunder.

(g) "Cooperating Government" shall mean the government of the Cooperating Country.

(h) "Federal Procurement Regulations (FPR)" when referred to herein, shall include the Agency for International Development Procurement Regulations (AIDPR).

(i) "Government" shall mean the United States Government.

(j) "Mission" shall mean the United States A.I.D. Mission to, or principal A.I.D. office in, the Cooperating Country.

(k) "Mission Director" shall mean the principal officer in the Mission in the Cooperating Country, or his designated representative.

(l) "Scope of Work" shall mean specifications.

(m) Except as otherwise provided in this contract, the term "subcontract" includes purchase orders under this contract.

(n) "Work Statement" shall mean specifications.

**2. BIOGRAPHICAL DATA (DEC. 1970)**

Contractor agrees to furnish to the Contracting Officer, on forms provided for that purpose, biographical information on the following individuals to be employed in the performance of the contract: (1) all individuals to be sent outside of the United States, (2) key personnel. Biographical data on the other individuals employed under the contract shall be available for review by A.I.D. at the Contractor's principal place of business.

**3. CHANGES (DEC. 1970)**

(a) The Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes, within the general scope of this contract, in any one or more of the following: (i) drawings, designs, or specifications, (ii) methods of shipment or packing, (iii) place of inspection, delivery, or acceptance, and when appropriate (iv) the amount of logistic support and property of the

United States or the Cooperating Government to be furnished or made available to the Contractor for performance of this contract. If any such change causes an increase or decrease in the price of, or the time required for performance of this contract, or otherwise affects any other provision of this contract, whether changed or not changed by any such order, an equitable adjustment shall be made (1) in the price or delivery schedule, or both and (2) in such other provisions of the contract as may be so affected, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within sixty (60) days from the date of receipt by the Contractor of the notification of change: Provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(b) If this contract is executed by an A.I.D. Washington Contracting Officer, valid change orders may be issued only by an A.I.D. Washington Contracting Officer, or such other person as he may in writing designate for such purpose.

#### **4. INSPECTION (DEC. 1970)**

The Government, through any authorized representatives, has the right at all reasonable times, to inspect, or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made by the Government on the premises of the Contractor or a subcontractor, the Contractor shall provide and shall require his subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

#### **5. DOCUMENTATION FOR PAYMENT (DEC. 1970)**

Claims for payment of the fixed amount (U.S. Dollars only) due under the contract shall be submitted to the paying office indicated on the cover page of the contract. These claims shall be submitted on Voucher form SF 1034 (original) and SF 1034-A (three copies). Each claim shall: (i) identify the applicable A.I.D. contract number, (ii) be properly executed, (iii) be accompanied by an invoice (original and two (2) copies) indicating the period for which compensation is claimed, the paragraph of the contract under which payment is requested and, when appropriate, a fully itemized statement of costs, and (iv) such other supporting documentation and justification as the Contracting Officer may prescribe.

The invoice required in (iii) above shall include a certification signed by an authorized representative of the Contractor as follows:

"The undersigned hereby certifies: (1) that payment of the sum claimed under the cited contract is proper and due and that appropriate refund to A.I.D. will be made promptly upon request of A.I.D. in the event of nonperformance, in whole or in part, under the contract or for any breach of the terms of the contract, (2) that information on the invoice is correct and such detailed supporting information as A.I.D. may require will be furnished by the Contractor's home office or base office as appropriate promptly to A.I.D. on request and (3) that all requirements called for by the contract to the date of this certification have been met.

By .....  
Title .....  
Date ....."

A final voucher shall be submitted by the Contractor promptly following completion of the work under this contract but in no event later than 180 days (or such longer period as the Contracting Officer may in his discretion approve in writing) from the date of such completion. Contractor's claim, which includes his final settlement of compensation, shall not be submitted until after receipt and written approval by A.I.D. of the final report required by the terms of this contract. Upon receipt and approval of the voucher designated by the Contractor as the "final voucher" submitted on form SF 1034 (original) and SF 1034-A (three copies), the Government shall promptly pay to the Contractor any amounts withheld and not previously paid to the Contractor, provided, however, that the Contractor shall furnish a release, in such form and with such exceptions as may be approved by the Contracting Officer, discharging the Government of the United States, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract; accompanied by a satisfactory accounting of all Government owned property, if any, for which the Contractor has custodial responsibility hereunder.

#### **6. APPROVALS (DEC. 1970)**

All approvals required to be given under the contract by the Contracting Officer or the Mission Director shall be in writing and, except when extraordinary circumstances make it impracticable, shall be requested by the Contractor sufficiently in advance of the contemplated action to permit approval, disapproval, or other disposition prior to that action.

#### **7. PROCUREMENT OF EQUIPMENT, VEHICLES, MATERIALS, AND SUPPLIES (DEC. 1970)**

(a) Except as may be specifically approved or directed in writing in advance by the Contracting Officer or as provided in paragraphs (d) and (e) below, the source of any commodity procured specifically for the performance of this contract shall be

the United States and it shall have been mined, grown, or through manufacturing, processing, or assembly, produced in the United States. In addition to the foregoing rule, no produced commodity shall be procured specifically for performance of this contract if:

(1) It contains any component: from countries other than Free World countries as listed in A.I.D. Geographic Code 935; or

(2) It contains components which were imported into the United States from such Free World Countries; and

(i) such components were acquired by the producer in the form in which they were imported; and

(ii) the total cost of such components (delivered at the point of production) amounts to more than 50% or such other percentage as A.I.D. may prescribe, of the lowest price (excluding the cost of ocean transportation and marine insurance) at which the supplier makes the commodity available for export sale (whether or not financed by A.I.D.).

(b) For each commodity procured specifically for the performance of this contract at a cost in excess of \$2,500, the Contractor will obtain and retain a certificate executed by the vendor evidencing compliance with subparagraph (a) above. Form AID 282, Supplier's Certificate, may be utilized for this purpose. Absence of such certificate or other satisfactory proof of compliance with subparagraph (a) above will be cause for a reduction in the contract price in the amount of such unsupported transaction.

(c) The term "source" means the country from which a commodity is shipped to the Cooperating Country or the Cooperating Country if the commodity is located therein at the time of purchase. If, however, a commodity is shipped from a free port or bonded warehouse in the form in which it is received therein, "source" means the country from which the commodity was shipped to the free port or bonded warehouse.

(d) If (i) the effective use of printed or audio-visual teaching materials depends upon their being in the local language, and (ii) such materials are intended for technical assistance projects or activities financed by A.I.D. in whole or in part, and (iii) other funds, including U.S. - owned or - controlled local currencies, are not readily available to finance the procurement of such materials, local language versions may be procured from the following sources, in order of preference: Countries selected from Geographic Code (See AIDPR 7-6.5201-1):

(1) 000 United States, including the A.I.D. Regional Technical Aids Centers

(2) -Cooperating Country, identified, when applicable, by specific reference to the name and corresponding A.I.D. Geographic Code

(3) 901 Limited Free World

(4) 899 Free World

(e) Procurements in the Cooperating Country which are less than \$2500, and for materials which

are regularly available and normally sold on the local market and which are to be consumed or expended in the performance of this contract, are exempt from the conditions set forth above other than (a)(1). Such materials include but are not limited to, raw and processed materials, parts, components, assemblies, small tools, and supplies.

## 8. SUBCONTRACTS (DEC. 1970)

Except as provided in the Schedule or as placement is consented to in advance in writing by the Contracting Officer, the Contractor shall not subcontract any part of the work under this contract. In the event of a subcontract the Subcontractor's personnel shall be subject to the same approvals and clearances as the prime Contractor's personnel. This clause shall not be construed to require further authorization for the procurement of equipment, materials, and supplies otherwise authorized under the contract and procured in accordance with the clause of this contract entitled "Procurement of Equipment, Vehicles, Materials, and Supplies."

## 9. ASSIGNMENT OF CLAIMS (DEC. 1970)

(a) Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), if this contract provides for payments aggregating \$1,000 or more, claims for monies due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all dollar amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing.

(b) In no event shall copies of this contract or of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret," "Secret," or "Confidential" be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive the same. However, a copy of any part or all of this contract so marked may be furnished, or any information contained therein may be disclosed, to such assignee upon the prior written authorization of the Contracting Officer.

## 10. EXAMINATION OF RECORDS BY COMPTROLLER GENERAL (MARCH 1971)

(a) This clause is applicable if the amount of this contract exceeds \$2,500 and was entered into by means of negotiation, including small business restricted advertising, but is not applicable if this contract was entered into by means of formal advertising.

(b) The Contractor agrees that the Comptroller

General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this contract or such lesser time specified in either Appendix M of the Armed Services Procurement Regulation or the Federal Procurement Regulations Part 1-20, as appropriate, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

(c) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract or such lesser time specified in either Appendix M of the Armed Services Procurement Regulation or the Federal Procurement Regulations Part 1-20, as appropriate, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$2,500 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(d) The periods of access and examination described in (b) and (c) above, for records which relate to (1) appeals under the "Disputes" clause of this contract, (2) litigation or the settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims, or exceptions have been disposed of.

## 11. DEFAULT (JULY 1969)

(a) The Government may, subject to the provisions of paragraph (c) of this clause, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

(1) If the Contractor fails to perform the work called for by this contract within the time(s) specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this contract, or so fails to prosecute the work as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(b) In the event the Government terminates this contract in whole or in part as provided in paragraph (a) of this clause, the Government may procure, upon such terms and in such manner as the Contracting

Officer may deem appropriate, work similar to the work so terminated and the Contractor shall be liable to the Government for any excess costs for such similar work: Provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

(c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule or other performance requirements.

(d) If this contract is terminated as provided in paragraph (a) of this clause, the Government, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the Government, in the manner and to the extent directed by the Contracting Officer, any of the completed or partially completed work not theretofore delivered to, and accepted by, the Government and any other property, including contract rights, specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Contractor shall, upon the direction of the Contracting Officer protect and preserve property in the possession of the Contractor in which the Government has an interest. The Government shall pay to the Contractor the contract price, if separately stated, for completed work accepted by the Government and the amount agreed upon by the Contractor and the Contracting Officer for (1) completed work for which no separate price is stated, (2) partially completed work, (3) other property described above which is accepted by the Government, and (4) the protection and preservation of property. Failure to agree shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." The Government may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(e) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the Government, be the same as if the notice of termination had been issued pursuant to such clause. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and if this contract does not contain a clause providing for termination for convenience of the Government, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

(f) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(g) As used in paragraph (c) of this clause, the terms "subcontractor" and "subcontractors" means subcontractor(s) at any tier.

#### 12. DISPUTES (DEC. 1970)

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless within thirty (30) days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Administrator, Agency for International Development, Washington, D.C. 20523. The decision of the Administrator or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above; provided that nothing in this contract shall be construed as

making final the decision of any administrative official, representative, or board on a question of law.

#### 13. CONVICT LABOR (JULY 1967)

In connection with the performance of work under this Contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor.

#### 14. STANDARDS OF WORK (DEC. 1970)

The Contractor agrees that the performance of work and services, pursuant to the requirements of this contract, shall conform to high professional standards.

#### 15. EQUAL OPPORTUNITY (JULY 1968)

(The following clause is applicable unless this Contract is exempt under the rules, regulations and relevant orders of the Secretary of Labor (41 CFR, Ch. 60).)

During the performance of this Contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice, to be provided by the Agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **16. OFFICIALS NOT TO BENEFIT (MARCH 1971)**

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

#### **17. COVENANT AGAINST CONTINGENT FEES (APRIL 1966)**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul

this Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **18. RELEASE OF INFORMATION (DEC. 1970)**

All information gathered under this contract by the Contractor and all reports and recommendations hereunder shall be treated as confidential by the Contractor and shall not, without the prior written approval of the Contracting Officer, be made available to any person, party, or government other than A.I.D., except as otherwise expressly provided in this contract.

#### **19. UTILIZATION OF SMALL BUSINESS CONCERNS (FEB. 1971)**

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and Contracts for supplies and services for the Government be placed with small business concerns.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of this Contract.

(c) *Small Business Provision.* To permit A.I.D. in accordance with the Small Business Provisions of the Foreign Assistance Act, to give United States Small Business firms an opportunity to participate in supplying equipment, supplies, and services financed under this contract, the Contractor, shall to the maximum extent possible, provide the following information to the Office of Small Business, A.I.D., Washington, D.C. 20523, at least 45 days prior to placing any order in excess of five thousand dollars (\$5,000), except where a shorter time is requested of, and granted by the Office of Small Business:

(1) brief general description and quantity of commodities or services;

(2) closing date for receiving quotations or bids; and

(3) address where invitations or specifications may be obtained.

#### **20. UTILIZATION OF LABOR SURPLUS AREA CONCERNS (MAY 1970)**

(The following clause is applicable if this contract exceeds \$5,000.)

(a) It is the policy of the Government to award contracts to labor surplus area concerns that (1) have been certified by the Secretary of Labor (hereafter referred to as certified-eligible concerns with first or second preferences) regarding the employment of a proportionate number of disadvantaged individuals and have agreed to perform substantially (i) in or near sections of concentrated unemployment or underemployment or in persistent or substantial labor surplus areas or (ii) in other areas of the United States, respectively, or (2) are noncertified concerns which

have agreed to perform substantially in persistent or substantial labor surplus areas, where this can be done consistent with the efficient performance of the contract and at prices no higher than are obtainable elsewhere. The Contractor agrees to use his best efforts to place his subcontracts in accordance with this policy.

(b) In complying with paragraph (a) of this clause and with paragraph (b) of the clause of this contract entitled "Utilization of Small Business Concerns" the Contractor in placing his subcontracts shall observe the following order of preference: (1) certified-eligible concerns with a first preference which are also small business concerns; (2) other certified-eligible concerns with a first preference; (3) certified-eligible concerns with a second preference which are also small business concerns; (4) other certified-eligible concerns with a second preference; (5) persistent or substantial labor surplus area concerns which are also small business concerns; (6) other persistent or substantial labor surplus area concerns; and (7) small business concerns which are not labor surplus area concerns.

## **21. RIGHTS IN DATA (DEC. 1970)**

(a) The term "Subject Data" as used herein includes writings, sound recordings, pictorial reproductions, drawings or other graphical representations, and works of any similar nature (whether or not copyrighted) which are specified to be delivered under this contract. The term does not include financial reports, cost analyses, and other information incidental to contract administration.

(b) All Subject Data first produced in the performance of this contract shall be the sole property of the Government. The Contractor agrees not to assert any rights at common law or equity and not to establish any claim to statutory copyright in such Data. The Contractor shall not publish or reproduce such Data in whole or in part or in any manner or form, nor authorize others to do so, without the written consent of the Government until such time as the Government may have released such Data to the public.

(c) The Contractor agrees to grant and does hereby grant to the Government and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world (i) to publish, translate, reproduce, deliver, perform, use, and dispose of, in any manner, any and all Data not first produced or composed in the performance of this contract but which is incorporated in the work furnished under this contract; and (ii) to authorize others to do so.

(d) The Contractor shall indemnify and save and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability including costs and expenses (i) for violation of proprietary rights, copyright, or right of privacy, arising out of the publica-

tion, translation, reproduction, delivery, performance, use, or disposition of any Data furnished under this contract; or (ii) based upon any libelous or other unlawful matter contained in such Data.

(e) Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(f) Paragraphs (c) and (d) above are not applicable to material furnished to the Contractor by the Government and incorporated in the work furnished under the contract; provided, such incorporated material is identified by the Contractor at the time of delivery of such work.

## **22. LANGUAGE, WEIGHTS AND MEASURES (DEC. 1971)**

The English language shall be used in all written communications between the parties under this contract with respect to services to be rendered and with respect to all documents prepared by the Contractor except as otherwise provided in the contract or as authorized by the Contracting Officer. Wherever weights and measures are required or authorized, all quantities and measures shall be made, computed, and recorded in the metric system, unless specified otherwise in the schedule of the contract.

## **23. GOVERNMENT PROPERTY (COMMERCIAL-ADEQUATE PRICE COMPETITION) (AUG. 1970)**

### *(a) Government-Furnished Property*

The Government shall deliver to the Contractor, for use in connection with and under the terms of this Contract, the property described as Government-furnished property in the Schedule or specifications together with such related data and information as the Contractor may request and as may reasonably be required for the intended use of such property (hereinafter referred to as "Government-furnished property"). The delivery or performance dates for the supplies or services to be furnished by the Contractor under this Contract are based upon the expectation that Government-furnished property suitable for use (except for such property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet such delivery or performance dates. In the event that Government-furnished property is not delivered to the Contractor by such time or times, the Contracting Officer shall, upon timely written request made by the Contractor, make a determination of the delay, if any, occasioned the Contractor thereby, and shall equitably adjust the delivery or performance dates or the contract price, or both, and any other contractual provisions affected by any such delay, in accordance with the procedures provided for in the clause of this Contract entitled "Changes." Except for Government-

furnished property furnished "as is," in the event that Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt thereof, notify the Contracting Officer of such fact and, as directed by the Contracting Officer, either (i) return such property at the Government's expense or otherwise dispose of the property or (ii) effect repairs or modifications. Upon completion of (i) or (ii) above, the Contracting Officer upon written request of the Contractor shall equitably adjust the delivery or performance dates, or the contract price, or both, and any other contractual provision affected by the rejection or disposition, or the repair or modification in accordance with the procedures provided for in the clause of this Contract entitled "Changes." The foregoing provisions for adjustment are exclusive and the Government shall not be liable to suit for breach of Contract by reason of any delay in delivery of Government-furnished property or delivery of such property in a condition not suitable for its intended use.

**(b) Changes in Government-Furnished Property**

(1) By notice in writing, the Contracting Officer may (i) decrease the property provided by the Government under this Contract, or (ii) substitute other Government-owned property for property to be provided by the Government, or to be acquired by the Contractor for the Government, under this Contract. The Contractor shall promptly take such action as the Contracting Officer may direct with respect to removal and shipping of property covered by such notice.

(2) In the event of any decrease in or substitution of property pursuant to subparagraph (1) above, or any withdrawal of authority to use property provided under any other contract or lease, which property the Government had agreed in the Schedule to make available for the performance of this Contract, the Contracting Officer, upon the written request of the Contractor (or, if the substitution of property causes a decrease in the cost of performance, on his own initiative), shall equitably adjust such contractual provisions as may be affected by the decrease, substitution, or withdrawal, in accordance with the procedures provided for in the "Changes" clause of this Contract.

**(c) Title**

Title to all property furnished by the Government shall remain in the Government. In order to define the obligations of the parties under this clause, title to each item acquired by the Contractor pursuant to this Contract shall pass to and vest in the Government upon purchase. All Government-furnished property, together with all property acquired by the Contractor title to which vests in the U.S. Government under this paragraph, is subject to the provisions of this clause and is hereinafter collectively referred to as "Government Property." Title to Government property shall not be affected by the incorporation or attachment thereof to any property

not owned by the Government, nor shall such Government property, or any part thereof, be or become a fixture or lose its identity as personalty by reason of affixation to any realty.

**(d) Use of Government Property**

The Government property shall, unless otherwise provided herein or approved by the Contracting Officer, be used only for the performance of this Contract.

**(e) Maintenance and Repair of Government Property**

The Contractor shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, and preservation of Government property so as to assure its full availability and usefulness for the performance of this Contract. The Contractor shall take all reasonable steps to comply with all appropriate directions or instructions which the Contracting Officer may prescribe as reasonably necessary for the protection of the Government property.

The Contractor shall submit, for the review and written approval of the Contracting Officer, a records system for property control and a program for orderly maintenance of Government property.

(1) **Property Control** - The property control system shall include but not be limited to the following:

(i) Identification of each item of Government property acquired or furnished under the Contract, by a serially controlled identification number and by description of item. Each item must be clearly marked "Property of U.S. Government."

(ii) The price of each item of property acquired or furnished under the Contract.

(iii) The location of each item of property acquired or furnished under the Contract.

(iv) A record of any usable components which are permanently removed from items of Government property as a result of modification or otherwise.

(v) A record of disposition of each item acquired or furnished under the Contract.

(vi) Date of order and receipt of any item acquired or furnished under the Contract.

The official property control records shall be kept in such condition that at any stage of completion of the work under this Contract, the status of property acquired or furnished under this Contract may be readily ascertained. A report of current status of all items of property acquired or furnished under the Contract shall be submitted yearly concurrently with the annual report.

(2) **Maintenance Program** - The Contractor's maintenance program shall be such as to provide for, consistent with sound industrial practice and the terms of the Contract: (i) disclosure of need for and the performance of preventive maintenance, (ii) disclosure and reporting of need for capital type rehabilitation, and (iii) recording of work accomplished under the program.

(A) *Preventive Maintenance* – Preventive maintenance is maintenance generally performed on a regularly scheduled basis to prevent the occurrence of defects and to detect and correct minor defects before they result in serious consequences.

(B) *Records of Maintenance* – The Contractor's maintenance program shall provide for records sufficient to disclose the maintenance actions performed and deficiencies discovered as a result of inspections.

A report of status of maintenance of Government property shall be submitted annually concurrently with the annual report.

(f) *Risk of Loss*

Unless otherwise provided in this Contract, the Contractor assumes the risk of, and shall be responsible for, any loss of or damage to Government property provided under this Contract upon its delivery to him or upon passage of title thereto to the U.S. Government, except for reasonable wear and tear and except to the extent that such property is consumed in the performance of this Contract.

(g) *Access*

The Government, and any persons designated by it, shall at all reasonable times have access to the premises wherein any Government property is located, for the purpose of inspecting the Government property.

(h) *Final Accounting and Disposition of Government Property*

Upon the completion of this Contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in the performance of this Contract or not theretofore delivered to the Government, and shall prepare, deliver, or make such other disposal of the Government property, as may be directed or authorized by the Contracting Officer.

(i) *Communications*

All communications issued pursuant to this clause shall be in writing.

#### **24. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (MARCH 1971)**

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this Contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Government, when

requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) This clause shall be included in all subcontracts.

#### **25. GRATUITIES (DEC 1970)**

(a) The Government may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Contract if it is found, after notice and hearing, by the Administrator or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the Government with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract; provided, that the existence of the facts upon which the Administrator or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

(b) In the event this contract is terminated as provided in paragraph (a) hereof, the Government shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Administrator or his duly authorized representative) which shall be not less than three nor more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

(c) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

#### **26. SECURITY REQUIREMENTS (DEC. 1970)**

(a) The provisions of the following paragraphs of this clause shall apply to the extent that this contract involves access to classified information ("Confidential," "Secret," or "Top Secret") or administratively designated information ("Limited Official Use").

(b) Whenever the Contracting Officer or his authorized representative has assigned a security classification ("Confidential," "Secret," or "Top Secret")

or administrative designation ("Limited Official Use") to the Contract or any of the items handled under the Contract, the Contracting Officer or his authorized representative shall notify the Contractor (1) in writing of administrative designations and of any subsequent revisions in such designation, or (2) by use of "Security Requirements Check List" (Form DD 254) for classified information and any subsequent revisions in such classification.

(c) To the extent the Contracting Officer or his authorized representative has indicated as of the date of this Contract, or thereafter indicates security classification or administrative designation under this Contract, as provided in paragraph (b) above, the Contractor shall safeguard all classified and administratively designated items handled under this Contract and shall provide and maintain a system of security controls within his own organization. For classified information the system of security controls shall be in accordance with Department of Defense Security Agreement (DD Form 441), including the DOD Industrial Security Manual for Safeguarding Classified Information (DOD 5220.22-M).

Instructions for safeguarding of administratively designated information are provided in Uniform State/AID/USIA Regulations (Volume 5, Foreign Affairs Manual, Chapter 900), a copy of which will be furnished by the Contracting Officer or Mission Director.

(d) Representatives of the Department of Defense and/or A.I.D. having security cognizance over the facility shall have the right to inspect at reasonable intervals the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this Contract. Should the Government, through these representatives, determine that the Contractor is not complying with the security requirements of this Contract, the Contractor shall be informed in writing by the cognizant Security Office of the Department of Defense and/or A.I.D. of the proper action to be taken in order to effect compliance with such requirements. The Contractor shall not be entitled to an adjustment in contract price, delivery schedule, or both for required changes to his security procedures, methods, or facilities in order that such procedures, methods, and facilities be in compliance with the contract security requirements.

(e) If, subsequent to the date of this Contract, the security classifications or security requirements under this Contract are changed by the Government as provided in this clause and the security costs or time required for delivery under this Contract are thereby increased or decreased, the contract price, delivery schedule, or both and any other provisions of the Contract that may be affected shall be subject to an equitable adjustment by reason of such increased or decreased costs. Any claim for adjustment under this clause must be asserted to the Contracting Officer within sixty (60) days from the date of receipt by the Contractor of the notification of change in security

classification or security requirements unless extended in writing by the Contracting Officer.

(f) The Contractor shall not permit any alien access to classified or administratively controlled information.

(g) The Contractor agrees to insert, in all subcontracts hereunder which involve access to classified or administratively designated information, provisions which shall conform substantially to the language of this Clause, including this paragraph (g).

(h) The Contractor also agrees that he shall determine that any subcontractor proposed by him for the furnishing of supplies and services which will involve access to classified or administratively designated information in the Contractor's custody has been granted an appropriate facility security clearance, which is still in effect, prior to being accorded access to such classified or administratively designated information.

(i) The Contractor agrees to notify the Contracting Officer in writing after completion of the work under this Contract that (1) all classified or administratively designated information which was in his possession during the performance of the Contract has been disposed of in accordance with existing DOD and/or A.I.D. security requirements, or (2) no classified or administratively designated information came into his possession or any of his employees' possession during the performance of the Contract.

## **27. AUTHORIZATION AND CONSENT (DEC. 1970)**

The Government hereby gives its authorization and consent for all use and manufacture of any invention described in and covered by a patent of the United States in the performance of this contract or any part hereof or any amendment hereto or any subcontract hereunder (including any lower tier subcontractor).

## **28. PATENT PROVISIONS AND PUBLICATION OF RESULTS (DEC. 1970)**

The public shall be granted all benefits of any patentable results of all research and investigations conducted and all information, data, and findings developed under this contract, through dedication, assignment to the Administrator, publication, or such other means as may be determined by the Contracting Officer.

(a) With respect to patentable results and in accordance with this clause the Contractor agrees:

(1) to cooperate in the preparation and prosecution of any domestic and foreign patent applications which the Agency may decide to undertake covering the subject matter above described;

(2) to execute all papers requisite in the prosecution of such patent application including assignment to the United States and dedications; and

(3) to secure the cooperation of any employee of the Contractor in the preparation and the execu-

tion of all such papers as may be required in the prosecution of such patent applications or in order to vest title in the subject matter involved in the United States, or to secure the right of free use in public. It is understood, however, that the making of prior art searches, the preparation, filing, and prosecution of patent applications, the determination of questions of novelty, patentability, and inventorship, as well as other functions of a patent attorney, are excluded from the duties of the Contractor.

(b) With respect to nonpatentable results of research and investigations and information concerning the contract work, which the Contracting Officer determines will not form a basis of a patent application, the Contractor agrees:

(1) In contracts with public organizations, that such results may be known to the public only in such a manner as the parties hereto may agree, or in case of failure to agree, the results may be made known to the public by either party after due notice and submission of the proposed manuscript to the other, with such credit or recognition as may be mutually agreed upon, provided that full responsibility is assumed by such party for any statements on which there is a difference of opinion, and provided further that no copyrights shall subsist in any such publication.

(2) In all other contracts, that such results may be made known to the public only at the discretion of the Contracting Officer or his designated representative, under such conditions as the Contracting Officer or his designated representative may prescribe and with such credit or recognition of collaboration as he may determine.

(3) In case of publication by the Contractor, that reprints shall be supplied to the Agency in accordance with the Plan of Work.

## **29. UTILIZATION OF MINORITY BUSINESS ENTERPRISES (AUG. 1971)**

(a) It is the policy of the Government that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.

(b) The Contractor agrees to use his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority business enterprise" means a business, at least 50 percent of the stock of which is owned by minority group members. For the purposes of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Orientals, American-Indians, American-Eskimos, and American Aleuts. Contractors may rely on written representation by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

## **30. LISTING OF EMPLOYMENT OPENINGS (FEB. 1972)**

(This clause is applicable pursuant to 41 CFR 50-250 if this contract is for \$10,000 or more and will generate 400 or more man-days of employment.)

(a) The Contractor agrees that all employment openings of the Contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall, to the maximum extent feasible, be offered for listing at an appropriate local office of the State employment service system wherein the opening occurs and to provide such periodic reports to such local office regarding employment openings and hires as may be required.

(b) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve only the normal obligations which attach to the placing of a bona fide job order but does not require the hiring of any job applicant referred by the employment service system.

(c) The periodic reports required by paragraph (a) of this clause, shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one establishment in a State, with the central office of that State employment service. Such reports shall indicate for each establishment the number of individuals who were hired during the reporting period and the number of hires who were veterans who served in the Armed Forces on or after August 5, 1964, and who received other than a dishonorable discharge. The Contractor shall maintain copies of the reports submitted until the expiration of 1 year after final payment under the contract, during which time they shall be made available, upon request, for examination by any authorized representatives of the Contracting Officer or of the Secretary of Labor.

(d) Whenever the Contractor becomes contractually bound to the listing provisions of this clause, he shall advise the employment service system in each State wherein he has establishments of the name and location of each such establishment in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State employment service system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(e) This clause does not apply (1) to the listing of employment openings which occur outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands, and (2)

to contracts with State and local governments.

(f) This clause does not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(g) As used in this clause:

(1) "All employment openings" includes but is not limited to, openings which occur in the following job categories: Production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings which are compensated on a salary basis of less than \$18,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment.

(2) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area of the establishment where the employment opening is to be filled, including the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(3) "Openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) or outside of a special hiring arrangement which is part of the customary and traditional employment relationship which exists between the Contractor and representatives of his employees and includes any openings which the Contractor proposes to fill from regularly established "recall" or "rehire" lists or from union hiring halls.

(4) "Man-day of employment" means any day during which an employee performs more than 1 hour of work.

(h) The Contractor agrees to place this clause (excluding this paragraph (h)) in any subcontract directly under this contract.

### **31. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (JUNE 1964)**

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the Government. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with Part 1-8 of the Federal Procurement Regulations (41 CFR 1-8), in effect on this contract's date. To the extent that this contract is for services and is so terminated, the Government shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination.

### **32. PRICING OF ADJUSTMENTS (MARCH 1972)**

When costs are a factor in any determination of a contract price adjustment pursuant to the "Changes" clause or any other provision of this contract, such costs shall be in accordance with the contract cost principles and procedures in Part 1-15 of the Federal Procurement Regulations (41 CFR 1-15) or section XV of the Armed Services Procurement Regulation in effect on the date of this contract.

### **33. NOTICES (DEC. 1970)**

Any notice given by any of the parties hereunder shall be sufficient only if in writing and delivered in person or sent by telegraph, cable, or registered or regular mail as follows:

To A.I.D.

Administrator  
Agency for International Development  
Washington, D.C. 20523

Attention: Contracting Officer (the name of the cognizant Contracting Officer with a copy to the appropriate Mission Director)

To Contractor:

At Contractor's address shown on the Cover Page of this Contract or to such other address as either of such parties shall designate by notice given as herein required. Notices hereunder shall be effective when delivered in accordance with this clause or on the effective date of the notice, whichever is later.