

2900R0D (2)

Country: KESA REGIONAL PD-AAK-242-B1 GRANT ACTIVITY DATA

TABLE III

TITLE SUPPORT OF CENTO TECHNICAL ASSISTANCE ACTIVITIES NUMBER 290-11-995-200	FUNDS	PROPOSED OBLIGATION (\$000)	
	Selected Countries & Organizations	FY 76 500	5th Q. 500
	PRIOR REFERENCE	INITIAL OBLIGATION	SCHEDULED FINAL OBLIGATION
	Page 184, FY 1975 ASIA PDB	FY: 1958	FY: Continuing

**Project Target and Course of Action:** The purpose of this project is to foster increased regional cooperation in economic development through the support of regional and inter-regional technical conferences, symposia, traveling seminars and workshops in problems common to the CENTO countries; to provide scholarships at institutions in the region; to provide limited support to regional institutions for the purchase of scientific and educational books and periodicals published in the U.S.; and to provide limited funds for the procurement of accessories and spare parts of U.S.-origin scientific equipment used by institutions and universities in the region.

**Progress to Date:** Since October 1972 over 320 developing country personnel from the three Asian CENTO countries have taken part in the program as students, trainees, participants and experts. Regional conferences have covered such topics as: fertilizer management and distribution, integrated rural development programs, marketing of animal products, narcotic drug abuse, public health nursing, higher education, nutrition, TV and radio management and training, and application of remote sensing data and methods. In addition, this project has provided continued support to CENTO's

Multilateral Technical Cooperation Fund (MTCF) which finances regional training programs and projects of benefit to the regional members; and the Multilateral Science Fund (MSF) which provides for certain types of scientific activities within the CENTO region. Funds are used to fund a small technical assistance program of conferences, traveling seminars, and training programs participated in by specialists from the CENTO countries and the U.S.; a science book program; spare parts for U.S. scientific equipment to regional scientific and educational institutions; and administrative costs of U.S. participation in the CENTO economic program.

The varied activities under this program have made a very significant contribution to regional economic cooperation. They have also contributed substantially to upgrading of technical and professional competence in the region through improved coordination, analysis, and joint action. Almost all major fields of economic development have been covered by these activities with concentration in the areas of agriculture, health and nutrition, education, minerals, and industrial development. Technical experts, planners, and administrators in each of these fields have been brought together from CENTO countries to consult on mutual problems and to

*cont.*

U.S. DOLLAR COST (In Thousands)										PRINCIPAL CONTRACTORS/ AGENCIES				
Through 6/30/74	Obligations	Expenditures	Unliquidated	Cost Components	OBLIGATIONS									
					Estimated FY 1975			Proposed FY 76			Proposed 5th Q.			
					Direct AID	Contract/Other Agency	Total	Direct AID	Contract/Other Agency		Total	Direct AID	Contract/Other Agency	Total
	2,018	2,018	-		-	150	150	-	150	150	-	150	150	CENTO U.S. CONTRACTORS TO BE SELECTED
Estimated FY 75	500	500												
Estimated through 6/30/75	2,518	2,518	-											
Proposed FY 76	500	Future Year Obligations	Estimated Total Cost	U.S. Technicians ...	80	-	80	80	-	80	80	-	80	
Proposed 5th Quarter	500	Continuing		Participants .....	270	-	270	270	-	270	270	-	270	
				Commodities .....										
				Other Costs .....										
				Total Obligations ..	350	150	500	350	150	500	350	150	500	

Cont.

NESA REGIONAL

take advantage of each other's experience.

FY 1976 Program: The FY 1976 program combines the two FY 1975 CENTO projects (290-11-995-114 and 290-11-995-200) into a single project. The bulk of the funds will be administered by the CENTO Secretariat through a Grant Agreement. Of the total \$500,000 proposed to be obligated, \$350,000 will be for continuing assistance to the Multilateral Technical Cooperation Fund (\$105,000); the Multilateral Science Fund (\$20,000); the scientific spare parts program (\$50,000); book program (\$30,000); and regional participation in the conference program (\$145,000). This conference program in FY 1976 will address such subjects as: recent technology in beef production, marketing of agricultural products, health planning, UN system of national accounting, nutrition, and TV and radio broadcasting training. The remaining \$150,000 will finance participation of U.S. technical experts in CENTO seminars and workshops. These seminars and workshops in FY 1976 will cover such subjects as agriculture training and postgraduate medical training.

Fifth Quarter: A total of \$500,000 is proposed for obligation in the 5th Quarter to augment (on a one-time basis) our contribution to CENTO. The funds are requested to finance training and assistance in the improvement of one segment of a CENTO microwave telecommunications system.

Country: NEAR EAST REGIONAL

## CONTINUING ACTIVITY

Table IV

TITLE Support to CENTO Technical Assistance Activities	FUNDS Selected Development Activities	PROPOSED OBLIGATION (In thousands of dollars)		
		FY 78	600	
NUMBER 290-0200	PRIOR REFERENCE	INITIAL OBLIGATION	ESTIMATED FINAL OBLIGATION	ESTIMATED COMPLETION DATE OF PROJECT
GRANT <input checked="" type="checkbox"/> LOAN <input type="checkbox"/>	FY 1977 Near East Programs, p.106	FY 1958	FY Continuing	FY Continuing

**Purpose:** To foster increased regional cooperation in economic development problems common to the CENTO countries and upgrade technical competence in the region.

Major Outputs:

	9/30/76	FY 77	FY 78
Seminars, conferences, and workshops	x	x	x
Research and development problems	x	x	x
Training programs	x	x	x
Pilot projects	x	x	x
Technical publications	x	x	x

Host Country and Other Donors:

Two-thirds of the costs of the economic development program are provided by the other four members of CENTO; one-third by the United Kingdom and one-third by the three Regional members (Iran, Pakistan, and Turkey).

**Progress to Date:** This project partially supports CENTO's Multilateral Technical Cooperation Fund, which finances regional training programs and research and development projects, and the Multilateral Scientific Fund, which fosters scientific research activities. It also covers the cost of U.S. participation in the CENTO economic programs. Since October 1972 over 460 persons from the three Regional countries have taken part in the program as students, trainees, participants, and experts. Regional conferences have covered such topics as fertilizer management and

distribution, integrated rural development programs, marketing of animal products, narcotic drug abuse, public health nursing, higher education, nutrition, and minimization of earthquake hazards.

During the past four years, the U.S. has transferred most of its share of operating responsibilities to the CENTO Economic Secretariat. Conferences, seminars, workshops, pilot demonstration projects, scientific research projects, procurement and distribution of scientific publications, acquisition of spare parts for U.S.-made scientific equipment in institutions in the region, and development and administration of training programs are now managed by the Secretariat.

FY 1978 Program:

A.I.D.-financed Inputs  
(\$ Thousands)

	<u>FY 78</u>
U.S. Personnel:	
Agricultural advisor	65
Short-term consultants to assist with conferences, workshops, etc.	160
Grant to CENTO for U.S. share of economic program, including scholarships to institutions in the region and limited provision of educational materials and scientific equipment.	<u>375</u>
Total	600

U.S. GRANT FINANCING (In thousands of dollars)				PRINCIPAL CONTRACTORS OR AGENCIES
	Obligations	Expenditures	Unliquidated	
Through September 30, 1976	2,967	2,556	11	
Estimated Fiscal Year 1977	660	660		
Estimated through September 30, 1977	3,627	3,616	11	
		Future Year Obligations	Estimated Total Cost	
Proposed Fiscal Year 1978	600	-	-	

Country: NEAR EAST REGIONAL

## GRANT ACTIVITY DATA

TABLE VI

TITLE	FUNDS	PROPOSED OBLIGATION (\$000)	
		FY 77	
Support to CENTO Technical Assistance Activities	Section 106 Development Activities	500	
NUMBER	PRIOR REFERENCE	INITIAL OBLIGATION	SCHEDULED FINAL OBLIGATION
290-11-995-200	FY 1976 NESAs Programs, p. 189	FY: 1958	FY: Continuing

Project Target and Course of Action: This project fosters increased regional cooperation in economic development through regional and interregional technical conferences, symposia, seminars, and workshops in problems common to the CENTO countries. It provides scholarships to institutions in the region, and limited funds for the purchase of scientific and educational books and for U.S.-origin scientific equipment.

Progress to Date: Since October 1972 over 400 personnel from the three Asian CENTO countries have taken part in the program as students, trainees, participants, and experts. Regional conferences have covered such topics as fertilizer management and distribution, integrated rural development programs, marketing of animal products, narcotic drug abuse, public health nursing, higher education, nutrition, TV and radio management and training, and application of remote sensing data and methods. This project also provides support to CENTO's Multilateral Technical Cooperation Fund (MTCF), which finances regional training programs and projects, and the Multilateral Scientific Fund (MSF) which fosters and coordinates scientific activities within the CENTO region. Funds are used for a technical assistance program of conferences, seminars, and training participated in by specialists from the CENTO countries and the U.S.; a science book program; spare parts for U.S. scientific equipment for

regional scientific and educational institutions; and some new scientific equipment for MSF-sponsored scientific projects. The funds also cover administrative costs of U.S. participation in the CENTO economic program. The varied activities under this program contribute to regional economic cooperation and upgrade technical and professional competence in the region through improved coordination, analysis, and joint action. Almost all major fields of economic development have been covered by these activities with concentration in the areas of agriculture, health and nutrition, education, minerals, and industrial development. Technical experts, planners, and administrators in each of these fields have been brought together from CENTO countries to consult on mutual problems and to share each other's experience.

FY 1977 Program: Of the \$500,000 proposed for FY 1977, \$350,000 is for continuing assistance to the Multilateral Technical Cooperation Fund (\$105,000), Multilateral Science Fund (\$20,000), Scientific Spare Parts Program (\$50,000), book program (\$30,000), and regional participation in the CENTO conference program (\$145,000). The balance of \$150,000 will fund participation of U.S. technical experts in CENTO seminars and workshops on scientific subjects.

U.S. DOLLAR COST (In Thousands)										PRINCIPAL CONTRACTORS/ AGENCIES				
	Obligations	Expenditures	Unliquidated	Cost Components	OBLIGATIONS									
					Estimated FY 76			Estimated Transition Quarter			Proposed FY 77			
					Direct AID	Contract/Other Agency	Total	Direct AID	Contract/Other Agency		Total	Direct AID	Contract/Other Agency	Total
Through 6/30/75	2,500	2,491	11											
Estimated FY 76	500	511		U.S. Technicians	20	130	150	5	405	410	20	130	150	
Estimated through 6/30/76	3,002	3,002	-	Participants	-	-	-	-	-	-	-	-	-	
Estimated Transition Quarter	500	Future Year Obligations	Estimated Total Cost	Commodities	80	-	80	20	-	20	80	-	80	
Proposed FY 77	500			Other Costs	270	-	270	70	-	70	270	-	270	
				Total Obligations	370	130	500	95	405	500	370	130	500	

**PROJECT AGREEMENT**  
**BETWEEN THE DEPARTMENT OF STATE, AGENCY FOR INTERNATIONAL DEVELOPMENT (AID),**  
**AN AGENCY OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA, AND**

**PD-AAK-242-C1**

AN AGENCY OF THE GOVERNMENT OF \_\_\_\_\_

The above-named parties hereby mutually agree to carry out a project in accordance with the terms set forth herein and the terms set forth in any annexes attached hereto, as checked below.

- PROJECT DESCRIPTION ANNEX A     FOREIGN CURRENCY STANDARD PROVISIONS ANNEX  
 STANDARD PROVISIONS ANNEX     SPECIAL LOAN PROVISIONS ANNEX

This Project Agreement is further subject to the terms of the following agreement between the two governments, as modified and supplemented:

GENERAL AGREEMENT FOR TECHNICAL COOPERATION    DATE \_\_\_\_\_

ECONOMIC COOPERATION AGREEMENT    DATE \_\_\_\_\_

(other)    DATE \_\_\_\_\_

1. PROJECT/ACTIVITY NO. **290-11-995-200**

**3**

PAGE 1 OF 1 PAGES

2. AGREEMENT NO. **3**

3.  ORIGINAL OR REVISION NO. \_\_\_\_\_

4. PROJECT/ACTIVITY TITLE  
**CENTO Technical Assistance Activities (Sub-project 290-11-250-257, Panjgur Engineering Study)**

5. PROJECT DESCRIPTION AND EXPLANATION

*(See Annex A attached)*

6. AID APPROPRIATION SYMBOL

**72-1121004**

7. AID ALLOTMENT SYMBOL

**254-50-290-00-69-21**

6. AID FINANCING  
 DOLLARS     LOCAL CURRENCY

PREVIOUS TOTAL (A)

INCREASE (B)

DECREASE (C)

TOTAL TO DATE (D)

(a) Total

8,890

8,890

(b) Contract Services

8,890

8,890

(c) Commodities

(d) Other Costs

9. COOPERATING AGENCY FINANCING - DOLLAR EQUIVALENT

\$1.00

(a) Total

(b) Technical and other Services

(c) Commodities

(d) Other Costs

10. SPECIAL PROVISIONS (Use Additional Condition Sheets, if Necessary)

This agreement is issued in conjunction with agreement #2, dated June 5, 1971, and provides only additional funds to fully fund AID contract CSD-2243 in accordance with AID/W request contained State 106160 (16 June 1971), and State 141794 (5 August 1971). No change in Scope of Work or other terms.

ADC

11. DATE OF ORIGINAL AGREEMENT

**June 5, 1971**

12. DATE OF THIS REVISION

13. ESTIMATED FINAL CONTRIBUTION DATE

**June 30, 1972**

14. FOR THE COOPERATING GOVERNMENT OR AGENCY

**See Agreement #2.**

15. FOR THE AGENCY FOR INTERNATIONAL DEVELOPMENT

**Joseph B. Robinson**  
**U. S. Economic Coordinator for CENTO Affairs**

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE **6/12/71**

AID 1530-1  
(10-90)

PRO AG

PROJECT AGREEMENT

BETWEEN THE DEPARTMENT OF STATE AGENCY FOR INTERNATIONAL DEVELOPMENT (AID),  
AN AGENCY OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA, AND  
ECONOMIC COOPERATION AND TECHNICAL ASSISTANCE DIVISION

AN AGENCY OF THE GOVERNMENT OF Pakistan

The Government of the United States of America and the Government of Pakistan agree to cooperate with each other in the project described herein, as stated below:

PROJECT DESCRIPTION  
PART A  FOREIGN CURRENCY  
STANDARD PROVISIONS ANNEX

STANDARD  
PROVISIONS ANNEX  SPECIAL LOAN  
PROVISIONS ANNEX

This Project Agreement is further subject to the terms  
of the bilateral agreement between the two governments,  
as modified and supplemented:

BILATERAL AGREEMENT FOR  
TECHNICAL COOPERATION

DATE

ECONOMIC COOPERATION  
AGREEMENT

DATE

OTHER

DATE

1. PROJECT/AGREEMENT NO.  
290-11-250-257

DATE OF THIS AGREEMENT

2. AGREEMENT NO. 2

3. AID PROJECT/AGREEMENT NO.

4. PROJECT/AGREEMENT TITLE

CENTO Technical Assistance Activities  
(sub-project 290-11-250-257  
Panjgur Engineering Study)

5. BILATERAL AGREEMENT AND ORGANIZATION

(See Annex A attached)

6. AID APPROPRIATION SYSTEM

72-1111004

7. AID ALLOTMENT SYMBOL

154-50-290-00-69-11

A. BY FUND SOURCE

BUREAU  OTHER AGENCY

PROJECT TOTAL (C)

INDICATE (B)

STATEMENT (D)

TOTAL US DOLLARS (E)

(a) Total

\$15,000.

\$15,000.

(b) Contract Services

\$15,000.

\$15,000.

(c) Commodities

(d) Other Costs

F. COOPERATING AGENCY  
FINANCING (DOLLAR  
EQUIVALENT)

(a) Total

\$ 8,000

\$ 8,000

(b) Contract and other  
Services

(c) Commodities

(d) Other Costs

\$25,000

\$25,000

10. A. Other provisions (see attached Government Order, if necessary)

The purpose of this Project Agreement is to provide \$35,000 from the  
regular CENTO allotment to finance the services of a telecommunications  
consultant for a period of two months. The details of the project are  
described in Annex A of this agreement.

11. DATE OF THIS AGREEMENT  
June 5, 1971

12. DATE OF THIS AGREEMENT

13. RECEIVED DATE (INDICATE YEAR DATE)  
June 30, 1972

14. FOR THE COOPERATING GOVERNMENT OR AGENCY

*S.S. Iqbal Hossain*

S.S. Iqbal Hossain  
Secretary, PCMAAD

15. FOR THE UNITED STATES GOVERNMENT

*Joseph G. Anular*

Joseph G. Anular  
Director, USAID/PCMAAD

*U. R. Ravi*  
Secretary  
Ministry of Civil Aviation  
Government of Pakistan

INTERNATIONAL  
FACTORY  
*W. J. M. M. M.*  
*W. J. M. M. M.*

## PROJECT AGREEMENT

1. Project/Activity No.  
290-11-995-200

PAGE 2 OF 3 PAGES

PROJECT  
CONTINUATION  
SHEETECONOMIC COORDINATION AND EXTERNAL  
ASSISTANCE DIVISION

2. Agreement No.

3.  Original of  
Revision No.AN AGENCY OF THE GOVERNMENT OF  
PAKISTAN

3. Project/Activity Title

CENTO Technical Assistance Activities  
(sub-project 290-11-250-257  
Panjgur Engineering Study)

ARTICLE A

I. Need for Contractor Services

The CENTO Regional Civil Airways System (290-12-370-120) was established to insure direct communications between aircraft flying the CENTO route and the various major airports along that route. To accomplish this purpose telecommunications equipment was installed at a number of sites between Ankara and Karachi, including one at Panjgur, Pakistan. Because of climatic and topographical conditions the station at Panjgur has never been fully operational in that voice communications between Panjgur and the airport at Karachi have been unreliable. It has been determined that the single side band radio system supplied to provide communications between Panjgur and Karachi is inappropriate to the task.

It is desired that the link between Panjgur and Karachi, the only inoperative link of the system, be put into operative condition.

II. Proposal for Solution

The U.S. Government is prepared to finance under this project agreement the services of a telecommunications consultant who will operate under the terms of the attached PJO/T.

III. Responsibilities of the U.S. Government and the Government of Pakistan

The United States Government will be responsible for negotiating a contract with an appropriate American consulting firm which will perform the services outlined in attached PJO/T. The U.S. Government will defray the direct foreign exchange cost of the consulting services described therein.

The Government of Pakistan agrees that:

(1) after agreement on a solution has been reached the financing of the foreign exchange portion of equipment to be purchased will be defrayed from the current USAID/Pakistan Program Loan. Present estimates of costs of equipment to be imported range from \$100,000 to \$300,000 which would include an adequate supply of spare parts.

(2) The Government of Pakistan will provide all necessary local costs for construction, installation, operation and maintenance of necessary sites and equipment, including those of clearing and transporting imported or indigenous material from port of entry or other points in Pakistan to the site(s). The total amount of Pakistani currency required is 700,000 rupees. The Government of Pakistan agrees to make the necessary funds and facilities available for use in connection with this activity as soon as

For the Government of Pakistan

For the Agency for International Development

SIGNATURE

SIGNATURE

TITLE

TITLE

**PROJECT AGREEMENT**

1. Project/Activity No.  
290-11-995-200

PROAC  
CONTINUATION  
SHEET

ECONOMIC COORDINATION AND EXTERNAL  
ASSISTANCE DIVISION

2. Agreement No. 2

3.  Unilateral or  
Bilateral  
Registration No.

AN AGENCY OF THE GOVERNMENT OF  
PAKISTAN

4. Project/Activity Title  
CENCO Technical Assistance Activities  
(sub-project, 290-11-995-207)

agreement is reached on the system to be installed.

(3) The Government of Pakistan is to be responsible for and will provide all local support items to the contractor, including office space, secretarial and other administrative assistance, the services of necessary Pakistani professional engineers, and in-country transportation.

For the Contracting Government or Agency

For the Agency for International Development

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
TITLE: \_\_\_\_\_

290-0200

PD-AAK - 242-D1

4

CONTRACT NO. AID/ASIA C-1117

NEGOTIATED PURSUANT TO THE FOREIGN ASSISTANCE ACT OF 1961, AS AMENDED, AND EXECUTIVE ORDER 11225

CONTRACT FOR GENIO Seminar on Local Authority Budgeting. PROJECT NO. 290-11-995-200 PROGRAM OFFICE Technical Support-ASIA/TECH/PSD Agency for International Development Washington, D. C. 20523	ESTIMATED CONTRACT AMOUNT \$2,600
PROJECT OFFICER As designated by the Mission Director	EFFECTIVE DATE August 12, 1974
AS SUPERVISED BY Technical Support-ASIA/TECH/PSD Agency for International Development Washington, D. C. 20523	ESTIMATED COMPLETION DATE August 31, 1974
CONTRACTING OFFICE NAME AND ADDRESS Regional Operations Division-ASIA Office of Contract Management Bureau for Program and Management Services Agency for International Development Washington, D. C. 20523	ACCOUNTING AND APPROPRIATION DATA APPROPRIATION NO. 72-11X1027 ALLOTMENT NO. 427-58-290-00-69-51 PIO/T NO. 290-200-3-50001
CONTRACTOR (Name) Mr. Richard L. Dunham	CONTRACTOR (Name)
Street Address Box 2	Street Address
City State ZIP Code Malden Bridge, New York 12115	City State ZIP Code
PAYING OFFICE Same as below	

MAIL INVOICES TO (original and three copies)  
Office of Financial Management - (SER/FM/RSD) 519-SA-12  
Agency for International Development  
Washington, D. C. 20523

CERTIFIED A TRUE COPY THIS  
28th DAY OF August 1974  
BY Carolene E. ...

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 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 6 pages, including the Table of Contents, and the General Provisions (form AID 1420-37(12-70), and, when appropriate, the Additional General Provisions (form AID 1420-38(12-70).

SIGNATURE OF CONTRACTOR <i>Richard L. Dunham</i>	UNITED STATES OF AMERICA AGENCY FOR INTERNATIONAL DEVELOPMENT BY (Signature of Contracting Officer) <i>Franklin H. Moulton</i>
TYPED OR PRINTED NAME Richard L. Dunham	TYPED OR PRINTED NAME Franklin H. Moulton
DATE <u>August 12, 1974</u>	DATE <u>August 15, 1974</u>

TABLE OF CONTENTS

SCHEDULE

The Schedule on pages 2 through 6 consists of this Table of Contents and the following Articles:

ARTICLE I	STATEMENT OF DUTIES
ARTICLE II	PERIOD OF SERVICE OVERSEAS
ARTICLE III	CONTRACTOR'S COMPENSATION AND REIMBURSEMENT IN U.S. DOLLARS
ARTICLE IV	COSTS REIMBURSABLE AND LOGISTIC SUPPORT
ARTICLE V	PRECONTRACT EXPENSES
ARTICLE VI	ADDITIONAL CLAUSES

GENERAL PROVISIONS

(To be used for a tour of duty of less than 1 year.) The following provisions, numbered 1 through 30, omitting number(s) 5 & 22 thru 30, are the General Provisions of this Contract:

1. Definitions
2. Laws and Regulations Applicable Abroad
3. Physical Fitness
4. Workweek
5. Leave and Holidays
6. Differential and Allowances
7. Social Security and Federal Income Tax
8. Advance of Dollar Funds
9. Insurance
10. Travel and Transportation Expenses
11. Payment
12. Conversion of U.S. Dollars to Local Currency
13. Post of Assignment Privileges
14. Security Requirements
15. Contractor-Mission Relationships
16. Termination
17. Disputes
18. Release of Information
19. Officials Not to Benefit
20. Covenant Against Contingent Fees
21. Notices

## STATE OF THE ART

### 1. Generalizing Objective

The CENCO countries have a long history of exchanging information comparing problems and solutions, and in profiting from each other's experiences in areas of mutual interest. Since they are all concerned with the improvement of budget policies and budget administration, these topics are considered to be appropriate for a CENCO seminar. This Seminar is, in a sense, a continuity of the budget conferences begun with the 1972 Seminar on Budget Administration. It is designed to increase knowledge of the theory and systems of budgeting applicable to levels of government below the national level; to explore the relationship between national planning and budgeting authorities and local budget authorities; to provide a forum for the exchange of information, ideas and methods which member countries have used or are proposing to establish to modernize and improve local authority budgeting, with emphasis on a rational allocation of authority and responsibility for revenue sources and provision of public services at local levels of government; and to establish channels of communications for future exchange of information between budget and planning officials of the CENCO countries.

### B. Scope

The Contractor shall prepare and present at the Seminar a paper addressing the topic, "National and Local Government Relationships". The paper will include:

- (1) Theoretical and legal bases: What are they; what should they be; why?
- (2) Planning and preparation required before change.
- (3) Degree of delegation of authority and responsibility: What is optimum for national welfare and integration? For efficient program accomplishment?

social purpose activities.

ARTICLE II - PERIOD OF SERVICES

A. After written notice from the Contracting Officer that all clearances, including the doctor's certificate required under General Provisions, Clause 3, have been received or unless another date is specified in writing by the Contracting Officer, the Contractor may begin preparing a paper on "National and Local Government Relationships", in which he shall present at the seminar in Ankara, Turkey in performance of the duties specified above. All work and services under this contract, including authorized stopovers, report preparation, and travel time, shall not exceed six (6) man-days of direct work. Contractor shall maintain a record of days worked and his travel itinerary, a copy of which shall be certified to by the Project Officer and submitted in support of his payment voucher.

ARTICLE III - CONTRACTOR'S COMPENSATION AND REIMBURSEMENT IN U.S. DOLLARS

A. Except to the extent reimbursement therefor is payable in the currency of the Cooperating Country pursuant to Article IV, A.I.D. shall pay the contractor compensation after it has accrued and reimburse him in U.S. dollars for necessary and reasonable costs actually incurred by him in the performance of this contract within the categories listed in Paragraph C. below and subject to the conditions and limitations applicable thereto as set out herein and in the attached General Provisions (GP).

B. The amount budgeted and available as personal compensation to the Contractor is calculated to cover a period of approximately four (4) man-days

services in

travel time and authorized stop

C. Allowable Costs

1. Compensation at the rate of \$138 per day for approximately (6) days. Adjustments in compensation for periods when the Contractor is not in compensable pay status shall be calculated at a daily rate of \$138 per day or \$17.25 per hour.

\$ 828

2. Overtime (No overtime hours shall be allowed hereunder.)

3. Overseas Differential (Not Applicable)

4. Travel and Transportation

a. United States N.A.

b. International Transportation \$1,300

c. Cooperating Country N.A.

Subtotal Item 4

\$ 1,300

5. Per Diem

a. United States N.A.

b. International \$ 112

c. Cooperating Country \$ 104

Subtotal Item 5

\$ 216

6. Other Direct Costs

a. Insurance \$ 10

b. Precontract Costs N.A.

c. Taxi (passport visa, medical certificate, communications, misc., etc.) \$ 196

d. FICA Tax \$ 50

Subtotal Item 6

\$ 256

Total

\$ 2,600

allowable costs

The Contractor during the performance of services hereunder, within the grand total of the allowable costs, the Contractor may increase or decrease any of the line items above by not more than 15% except line items 1 and 4 without obtaining the approval of the Contracting Officer.

D. Maximum U.S. Dollar Obligation

In no event shall the maximum U.S. dollar obligation under this contract exceed \$2,600. Contractor shall keep a close account of all obligations he incurs and accrues hereunder and to promptly notify the Contracting Officer whenever in his opinion the said maximum is not sufficient to cover all compensation and costs reimbursable in U.S. dollars which he anticipates under the contract.

ARTICLE IV - NON-U.S. DOLLAR COSTS AND LOGISTIC SUPPORT IN THE COOPERATING COUNTRY

A. Items to be furnished or reimbursed by USAID (The Economic Coordinator) of the Cooperating Country:

1. Office space and office equipment.
2. Official transportation in CINIO Country.

B. Those contract costs which are specified as logistic support in Paragraph A. above, if not furnished in kind by the Cooperating Government or USAID, shall be paid to the Contractor in a manner adapted to the local situation and as agreed to in writing by the Economic Coordinator, or his designated representative, and the Contractor. The documentation for such costs shall be on such forms and in such manner as the Economic Coordinator shall prescribe.

ARTICLE V - PRECONTRACT

No expense incurred before the effective date of this contract shall be reimbursed unless such expense was incurred after receipt and acceptance of a precontract expense letter issued to the Contractor by the Contracting Officer, and then only in accordance with the provisions and limitations contained in such letter, the rights and obligations created by such letter shall be considered as merged into this contract.

ARTICLE VI - ADDITIONAL CLAUSES

A. The General Provisions--AID 1420-37 (12-70), is attached hereto and made a part thereof except as modified herein below:

1. Add the following new paragraph "n" to Clause 1. Definitions:

"n. Project Officer shall mean the AID official to whom the Contractor reports, and who is responsible for monitoring the Contractor's performance."

2. Clauses 5 and 22 through 30 shall not apply.

3. Add the following to Clause 6:

"Per diem in lieu of subsistence in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), as from time to time amended, will be paid while in the Cooperating Country in accordance with Mission policy. If Government quarters or housing are furnished in the Cooperating Country, a reduction in the per diem rate will be made in accordance with Mission Policy."

4. Add the following to Clause 11.a (1)(a):

"All claims for compensation will be accompanied by, or will incorporate, a certification signed by the Project Officer covering days or hours worked, or authorized travel or leave time for which compensation is claimed."

**GENERAL PROVISIONS**

**CONTRACT WITH A U.S. CITIZEN FOR PERSONAL SERVICES ABROAD**

To be used on tours of duty of less than 1 year. For tours of duty of 1 year or more, use this "General Provisions" and the "Additional General Provisions."

**INDEX OF CLAUSES**

1. Definitions
2. Laws and Regulations Applicable Abroad
3. Physical Fitness
4. Workweek
5. Leave and Holidays
6. Differential and Allowances
7. Social Security and Federal Income Tax
8. Advance of Dollar Funds
9. Insurance
10. Travel and Transportation Expenses
11. Payment
12. Conversion of U.S. Dollars to Local Currency
13. Post of Assignment Privileges
14. Security Requirements
15. Contractor-Mission Relationships
16. Termination
17. Disputes
18. Release of Information
19. Officials Not to Benefit
20. Covenant Against Contingent Fees
21. Notices

GENERAL PROVISIONS

CONTRACT WITH A U.S. CITIZEN FOR PERSONAL SERVICES ABROAD

1. Definitions

a. "Administrator" shall mean the Administrator or the Deputy Administrator of the Agency for International Development.

b. "A.I.D." shall mean the Agency for International Development.

c. "Contracting Officer" shall mean the person executing this contract on behalf of the U.S. Government, or his authorized successor 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.

d. "Contractor" shall mean the individual engaged to serve in the cooperating country under this contract.

e. "Cooperating country" shall mean the foreign country in or for which services are to be rendered hereunder.

f. "Cooperating government" shall mean the government of the cooperating country.

g. "Economy class" air travel (also known as jet-economy, air coach, tourist-class, etc.) shall mean a class of air travel which is less than first class.

h. "Government" shall mean the United States Government.

i. "Local currency" shall mean the currency of the cooperating country.

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. "Tour of duty" shall be the contractor's period of service under this contract and shall include orientation in the United States (less language training), authorized leave, and international travel.

m. "Traveler" shall mean the contractor in authorized travel status.

2. Laws and Regulations Applicable Abroad

a. Conformity to Laws and Regulations of the Cooperating Country

Contractor agrees that, while in the cooperating country, he shall abide by all applicable laws and regulations of the cooperating country and political subdivisions thereof.

b. Purchase or Sale of Personal Property or Automobiles

To the extent permitted by the cooperating country, the purchase, sale, import, or export of personal property or automobiles in the cooperating country by the contractor shall be subject to the same limitations and prohibitions which apply to Mission U.S.-citizen direct-hire employees.

c. Code of Conduct

The contractor shall, during his tour of duty under this contract, be considered an "employee" (or if his tour of duty is for less than 130 days, a "special Government employee") for the purposes of, and shall be subject to, the provisions of M.O. 443.1 - Employee Responsibilities and Conduct, and the contractor acknowledges receipt of a copy of said manual order by his acceptance of this contract.

3. Physical Fitness

The contractor shall be required to be examined by a licensed doctor of medicine and the contractor shall obtain from the doctor a certificate that, in the doctor's opinion, the contractor is physically qualified to engage in the type of activity for which he is to be employed under the contract and is physically qualified to reside in the cooperating country. A copy of the certificate shall be provided to the Contracting Officer prior to the contractor's departure for the cooperating country or if this contract is entered into in the cooperating country, the Contractor shall provide the certificate before he starts work under the contract. The contractor shall be reimbursed not to exceed \$50 for the cost of the physical examination.

4. Workweek

The contractor's workweek shall not be less than 40 hours and shall be scheduled to coincide with the workweek for those employees of the Mission or the cooperating country agency most closely associated with the work of this contract.

5. Leave and Holidays

a. Vacation Leave

(1) The contractor shall earn vacation leave at the rate of 13 workdays per annum or 4 hours every 2 weeks. However, no vacation shall be earned if the tour of duty is less than 90 days.

(2) It is understood that vacation leave is provided under this contract primarily for the purposes of affording necessary rest and recreation during the tour of duty in the cooperating country. All vacation leave earned by the contractor will be used during the contractor's tour of duty. Unless approved by the Contracting Officer or Mission Director, the maximum amount of vacation leave which the contractor may take following the completion of his services overseas shall be limited to vacation leave earned by the contractor during a 6-month period.

b. Sick Leave

Sick leave is earned at a rate not to exceed 13 workdays per annum or 4 hours every 2 weeks. Unused sick leave may be carried over under an extension of this contract but the contractor will not be compensated for unused sick leave at the completion of this contract.

c. Leave Without Pay

Leave without pay may be granted only with the written approval of the Contracting Officer or Mission Director.

d. Holidays

The contractor, while serving abroad, shall be entitled to all holidays granted to U.S.-citizen direct-hire employees by the Mission who are on comparable assignments.

6. Differential and Allowances

The following differential and allowances will be granted to the contractor to the same extent and on the same basis as they are granted to U.S.-citizen direct-hire employees at the Mission by the Standardized Regulations (Government Civilians, Foreign Areas), as from time to time amended, except as noted to the contrary below:

	<u>Applicable Reference to Standardized Regulations</u>
a. Post Differential	Chapter 500 and Tables in Chapter 900
b. Living Quarters Allowance	Section 130
c. Temporary Lodging Allowance	Section 120
d. Post Allowance	Section 220
e. Supplemental Post Allowance	Section 230
f. Payments During Evacuation	Section 600

The allowances provided in paragraphs b. through e. above shall be paid to the contractor in dollars or in the currency of the cooperating country in accordance with the practice prevailing at the Mission, or the Mission Director may direct that the contractor be paid a per diem in lieu thereof as prescribed by the Standardized Regulations (Government Civilians, Foreign Areas), as from time to time amended.

7. Social Security and Federal Income Tax

F.I.C.A. contributions and U.S. Federal Income Tax withholding shall be deducted in accordance with regulations and rulings of the Social Security Administration and the U.S. Internal Revenue Service, respectively.

8. Advance of Dollar Funds

If requested by the contractor and authorized in writing by the Contracting Officer, A.I.D. will arrange for an advance of funds to defray the initial cost of travel, travel allowances, authorized precontract expenses, and shipment of personal property. The advance shall be granted on the same basis as to an A.I.D. U.S.-citizen direct-hire employee in accordance with M.O. 752.2 - Travel Advances.

9. Insurance

a. Workmen's Compensation Benefits

The contractor shall be provided workmen's compensation benefits in accordance with the Federal Employees Compensation Act.

b. Health and Life Insurance

The contractor shall be reimbursed for the cost of personal health and life insurance premiums not to exceed \$100 per annum.

c. Insurance on Private Automobiles

If the contractor or his dependents transport, or cause to be transported, privately owned automobile(s) to the cooperating country, or any of them purchase an automobile within the cooperating country, the contractor agrees to insure that all such automobile(s) during such ownership within the cooperating country will be covered by a paid-up insurance policy issued by a reliable company providing the following minimum coverages, or such other minimum coverages as may be set by the Mission Director, payable in U.S. dollars or its equivalent in the currency of the cooperating country: injury to persons, \$10,000/\$20,000; property damage, \$5,000. The contractor further agrees to deliver, or cause to be delivered to the Mission Director, the insurance policies required by this clause or satisfactory proof of the existence thereof, before such automobile(s) is operated within the cooperating country. The premium costs for such insurance shall not be a reimbursable cost under this contract.

10. Travel and Transportation Expenses

a. General

A.I.D./Washington Office of Administrative Services, or such other office as may be designated by that office, may furnish Transportation Requests (TRs) to the contractor for transportation originating in the United States authorized by this contract, and the executive or administrative officer at the Mission may furnish TRs for such authorized transportation which is payable in local currency or is to originate overseas. When transportation is not provided by Government-issued TR, the contractor shall procure his own transportation, the costs of which will be reimbursed in accordance with the following:

b. Travel and Transportation

(1) U.S. Travel and Transportation

The contractor shall be reimbursed for actual transportation costs and travel allowances in the United States as authorized in the Schedule or approved in advance by the Contracting Officer or the Mission Director. Transportation costs and travel allowances shall not be reimbursed in any amount greater than the cost of, and time required for, economy-class commercial-scheduled air travel by the most expeditious route except as otherwise provided in paragraph (6) below, unless economy air travel is not available and the contractor certifies to this in his voucher or other documents submitted for reimbursement.

(2) International Travel

(a) The contractor shall be reimbursed for actual transportation costs and travel allowances from place of residence in the United States (or other location, provided that the cost of such travel does not exceed the cost of travel from the place of residence), to post of duty in the cooperating country and return to place of residence in the United States (or other location, provided that the cost of such travel does not exceed the cost of travel from the post of duty to the place of residence) upon completion of his duties. Such transportation costs shall not be reimbursed in an amount greater than economy-class commercial-scheduled air travel by the most expeditious route, except as otherwise provided in paragraph (6) below and unless economy air travel is not available and the contractor certifies to the facts in the voucher or other documents he submits for reimbursement. When travel to or from the cooperating country is by economy-class accommodations, the contractor will be reimbursed for the costs of transporting up to 22 pounds gross weight of accompanied personal baggage in addition to that regularly allowed with the economy ticket, provided that the total number of pounds of baggage does not exceed that regularly allowed for first-class travelers. Travel allowances shall be at the rate of \$6 per day for not more than the travel time required by scheduled economy-class commercial air carrier using the most expeditious route and computed in accordance with the Standardized Government Travel Regulations, as from time to time amended. One stopover en route for a period not to exceed 24 hours is allowable when the contractor uses economy-class accommodations for a trip of 14 hours or more of scheduled duration. Such stopover shall not be authorized when travel is by indirect route for the convenience of the contractor. Per diem during authorized stopover shall be paid in accordance with the Standardized Government Travel Regulations, as from time to time amended.

(b) Unaccompanied Baggage

Except as provided in the Schedule or approved by the Contracting Officer, the contractor who is on a tour of duty of 90 days or more under this contract shall be reimbursed for the cost of unaccompanied personal effects not to exceed 100 pounds gross weight via airfreight from place of residence in the United States (or other location provided that the cost of such shipment does not exceed the cost of shipment from the place of residence) to post of duty in the cooperating country and return to place of residence in the United States (or other location provided that the cost of such shipment does not exceed the

cost of shipment from the post of duty to the place of residence upon completion of his duties.

(3) Local Travel

The contractor shall be reimbursed at the rates established by the Mission Director for authorized travel in the cooperating country in connection with duties directly referable to work under this contract. In the absence of such established rates, the contractor shall be reimbursed for actual costs of authorized travel in the cooperating country if not provided by the cooperating government or the Mission in connection with duties directly referable to work hereunder, including travel allowances at rates prescribed by the Standardized Regulations (Government Civilians, Foreign Areas), as from time to time amended.

(4) Special International Travel and Third-Country Travel

For special travel which (a) advances the purpose of the contract, (b) is not otherwise provided by the cooperating government, and (c) has the prior written approval of the Contracting Officer or the Mission Director, the contractor shall be reimbursed for (i) the costs of international transportation other than between the United States and the cooperating country and for local transportation within other countries, and (ii) travel allowances while in official travel status and while performing services under the contract in such other countries at rates prescribed by the Standardized Regulations (Government Civilians, Foreign Areas), as from time to time amended.

(5) Indirect Travel for Personal Convenience

(a) When travel is performed by an indirect route for the personal convenience of the traveler, the allowable costs of such travel will be computed on the basis of the cost of economy class air fare via the direct usually traveled route between the authorized points of departure and destination.

(b) If such costs include fares for air or ocean transportation by foreign-flag carriers, approval for indirect travel by such foreign-flag carrier pursuant to paragraph (9)(a) below must be obtained from the Contracting Officer or the Mission Director before such travel is undertaken, otherwise only that portion of travel accomplished by U.S.-flag carriers will be reimbursable within the above limitation of allowable costs.

(6) Delays En Route

The contractor may be granted reasonable delays en route while in travel status, not circuitous in nature, which are caused by events beyond the control of the contractor. It is understood that if the delay is caused by physical incapacitation, the contractor shall be eligible for such sick leave as is provided under GP Clause No. 5.b. of this contract.

(7) Privately Owned Automobiles (POV)

(a) If travel by POV is authorized in the Schedule or approved by the Contracting Officer, the contractor shall be reimbursed for the cost of travel in his privately owned automobile at the rate of 12 cents per mile, plus authorized per diem, if the automobile is being driven in connection with (i) authorized orientation, (ii) authorized duties under this contract, or (iii) en route to or from the cooperating country provided that the total cost of the mileage and the per diem to the contractor shall not exceed the total constructive cost of fare and normal per diem by (1) surface common carrier or (2) less than first-class air, whichever is the lesser.

(b) Costs of the shipment of automobiles for contract tours of duty of less than 1 year are not reimbursable under this contract.

(8) Emergency and Irregular Travel and Transportation

Actual transportation costs and travel allowances while en route, as provided in this section, shall be reimbursed under the following conditions:

(a) Subject to the prior written approval of the Mission Director, the costs of going from post of duty in the cooperating country to the United States or other approved location for the contractor when, because of reasons or conditions beyond his control, the contractor has not completed his required service in the cooperating country. The Mission Director may also authorize the return to the cooperating country of such contractor.

(b) It is agreed that paragraph (a) above includes, but is not necessarily limited to, the following:

1. Need for medical care beyond that available within the areas to which the contractor is assigned.

2. Serious effect on physical or mental health if residence is continued at assigned post of duty.

3. Serious illness, injury, or death of a member of a contractor's immediate family. Travel shall be authorized in accordance with emergency visitation travel granted to U.S.-citizen direct-hire employees under Chapter 699 of the Standardized Regulations (Government Civilians, Foreign Areas).

4. Emergency evacuation, when ordered by the principal U.S. Diplomatic Officer in the cooperating country. Allowances at safe haven when authorized by the Mission Director shall be payable in accordance with established Government regulations.

5. Preparation and return of the remains of a deceased contractor.

(9) Limitation on Travel

(a) International Air Transportation

All official air travel conducted under the provisions of this contract shall be performed via U.S.-flag carriers except when otherwise necessitated by the official business concerned or to avoid unreasonable delay, expense, or inconvenience. Foreign-flag carriers may be used when U.S.-flag carriers are not available or efforts to utilize a U.S.-flag carrier would result in excessive delay, cost, or personal inconvenience. When a foreign-flag carrier is used for any reason, other than instances where no U.S.-flag carriers operate between any two points on a traveler's itinerary, a written justification setting forth the reasons for using the foreign-flag carrier must be submitted to the Contracting Officer or Mission Director for prior approval. In the event foreign-flag air service must be used because of schedule changes, or other circumstances beyond the control of the traveler while en route, the contractor shall certify such circumstances on his voucher submitted for reimbursement.

1. When U.S.-Flag Carriers Do Not Provide Service

a. Direct Travel

A foreign-flag carrier may be used when a U.S.-flag carrier does not service the authorized point of origin or destination, in which case:

(1) A foreign-flag carrier may be used to the nearest practicable interchange point on a usually traveled route from which a U.S.-flag carrier provides service to complete the journey; or

(2) Travel shall be on a U.S.-flag carrier to the farthest practicable interchange point on a usually traveled route from which a foreign-flag carrier can be taken to complete the journey.

b. Indirect Travel

When air travel is performed via an indirect route for the personal convenience of the traveler, a foreign-flag carrier can be used only when:

(1) A U.S.-flag carrier does not provide service.

(2) Travel by the indirect route does not result in greater total use of foreign-flag service than would have been necessary on a direct route. (For audit purposes, the published airline fares for foreign-flag carrier segments on the direct route and on the indirect route actually traveled will serve as the basis for comparison.)

2. When U.S.-Flag Carriers Provide Service

When there is regularly scheduled service by a U.S.-flag carrier, it must be used except when:

a. Payment for services can be made through use of surplus foreign credits owned by the United States or from A.I.D. trust funds and U.S.-flag carriers will not accept such funds; or

b. The traveler, proceeding via a usually traveled route, would be detained over 6 hours at any interchange point en route awaiting a U.S.-flag carrier; or

c. Travel by a U.S.-flag carrier could not be performed in time to carry out the purpose of the travel; or

d. The use of a foreign-flag carrier is necessary or expedient to carry out the mission to be performed.

#### 11. Payment

a. Once each month (or at more frequent intervals, if approved by the paying office indicated on the Cover Page), the contractor may submit to such office the Voucher Form SF 1034 (original) and SF 1034(a) (three copies), each voucher identified by the A.I.D. contract number properly executed in the amount of dollars claimed during the period covered. The voucher forms shall be supported by:

(1) The contractor's detailed invoice, in original and two copies, indicating, for each amount claimed, the paragraph of the contract under which payment is to be made, supported when applicable as follows.

(a) For compensation--a statement showing period covered, days worked, and days when contractor was in authorized travel, leave, or stopover status for which compensation is claimed.

(b) For travel and transportation--a statement of itinerary with attached carrier's receipt and/or passenger's coupons, as appropriate.

(c) For reimbursable expenses--an itemized statement supported by original receipts.

(2) The first voucher submitted shall include a fully executed Form W-4, Employees Withholding Exemption Certificate, to permit required withholding by A.I.D., such as Federal Income Tax, F.I.C.A. deductions, and, when applicable, state income tax. The first voucher shall also account for, and liquidate the unexpended balance of, any funds theretofore advanced to the contractor.

b. A final voucher shall be submitted by the contractor promptly following completion of the duties under this contract but in no event later than 120 days (or such longer period as the Contracting Officer may in his discretion approve in writing) from the date of such completion. The contractor's claim, which includes his final settlement of compensation, shall not be paid until after the performance of the duties required under the terms of this contract has been approved by A.I.D. On receipt and approval of the voucher designated by the contractor as the "final voucher" submitted on form

SF 1034 (original) and SF 1034a (three copies), together with a refund check for the balance remaining on hand of any funds which may have been advanced to the contractor, the Government shall pay any amounts due and owing the contractor.

12. Conversion of U.S. Dollars to Local Currency

Upon arrival in the cooperating country, and from time to time as appropriate, the contractor shall consult with the Mission Director or his authorized representative who shall provide, in writing, the policy the contractor shall follow in the conversion of U.S. dollars to local currency. This may include, but not be limited to, the conversion of said currency through the cognizant U.S. Disbursing Officer, or Mission Controller, as appropriate.

13. Post of Assignment Privileges

The Mission Director or his authorized representative shall assist the contractor in obtaining, at the post of assignment, APO, post exchange, commissary, and officers' club, privileges on the same basis as are available to U.S.-citizen direct-hire Mission employees except that such privileges shall be granted in accordance with and subject to applicable Mission regulations. Medical services shall be provided in accordance with A.I.D. M.O. 1412.2.1 - Availability of State Department Foreign Post Medical Facilities to Eligible Contractor Employees and Authorized Dependents, a copy of which will be made available to the contractor. A.I.D. cannot guarantee authorization of such privileges or, if once granted, does not guarantee their continuance through the duration of the contract.

14. Security Requirements

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 access to administratively controlled information ("Limited Official Use").

b. The contractor (1) shall be responsible for safeguarding all classified or administratively controlled information in accordance with appropriate instructions furnished by the A.I.D. Office of Security, as referenced in paragraph (d) below and shall not supply, disclose, or otherwise permit access to classified information or administratively controlled information to any unauthorized person; (2) shall not make or permit to be made any reproductions of classified information or administratively controlled information except with the prior written authorization of the Contracting Officer or Mission Director; (3) shall submit to the Contracting Officer or Mission Director, at such times as the Contracting Officer may direct, an accounting of all reproductions of classified or administratively controlled information; and (4) shall not incorporate in any other project any matter which will disclose classified and/or administratively controlled information except with the prior written authorization of the Contracting Officer.

c. The contractor shall not permit any alien access to classified or administratively controlled information. The contractor shall not permit

any individual to have access to classified information or administratively controlled information without the prior written authorization of the Contracting Officer or Mission Director.

d. The contractor shall follow the procedures for classifying, marking, handling, transmitting, disseminating, storing, and destroying official material in accordance with the regulations in the Uniform State/AID/USIA Security Regulations (M.O. 631.1 - Security Regulations), a copy of which will be furnished by the Contracting Officer or Mission Director.

e. The contractor agrees to submit immediately to the Mission Director or Contracting Officer a complete detailed report, appropriately classified, of any information which the contractor may have concerning existing or threatened espionage, sabotage, or subversive activity.

f. The government agrees that when necessary it shall indicate by security classification or administratively controlled designation, the degree of importance to the national defense of information to be furnished by the contractor to the Government or by the Government to the contractor and the Government shall give written notice of such security classification or administratively controlled designation to the contractor and of any subsequent changes thereof. The contractor is authorized to rely on any letter or other written instrument signed by the Contracting Officer changing a security classification or administratively controlled designation of information.

g. The contractor agrees to certify after completion of his assignment under this contract that he has surrendered or disposed of all classified and/or administratively controlled information in his custody in accordance with applicable security instructions.

#### 15. Contractor-Mission Relationships

a. The Contractor acknowledges that this contract is an important part of the U.S. Foreign Assistance Program and agrees that his duties will be carried out in such a manner as to be fully commensurate with the responsibilities which this entails.

b. While in the cooperating country, the contractor is expected to show respect for the conventions, customs, and institutions of the cooperating country and not interfere in its political affairs.

c. If the contractor's conduct is not in accordance with paragraph b., the contract may be terminated pursuant to the General Provisions Clause of this contract, entitled "Termination." The contractor recognizes the right of the U.S. Ambassador to direct the immediate removal from a country of any U.S. citizen when, in the discretion of the Ambassador, the interests of the United States so require.

d. The Mission Director is the chief representative of A.I.D. in the cooperating country. In this capacity, he is responsible for the total A.I.D. Program in the cooperating country including certain administrative responsibilities set forth in this contract and for advising A.I.D. regarding the performance of the work under the contract and its effect on the U.S.

Foreign Assistance Program. The contractor will be responsible for performing his duties in accordance with the statement of duties called for the contract. However, he shall be under the general policy guidance of the Mission Director and shall keep the Mission Director or his designated representative currently informed of the progress of the work under the contract.

#### 16. Termination

This contract may be terminated by the Contracting Officer:

a. For cause, by giving not less than 10 calendar days advance written notice and a statement of reasons to the contractor in the event (1) he commits a breach or violation of any of his obligations herein contained, (2) a fraud was committed in obtaining this contract, or (3) he is guilty (as determined by A.I.D.) of misconduct in the cooperating country. Upon such a termination, the contractor's right to compensation shall cease when the period specified in such notice expires or the last day on which he performs services hereunder, whichever is earlier. No costs of any kind incurred by the contractor after the date such notice is delivered to him shall be reimbursed hereunder except cost of return transportation (not including travel allowances), if approved by the Contracting Officer. If any costs relating to the period subsequent to such date have been prepaid by A.I.D., the contractor shall promptly refund to A.I.D. any such repayment as directed by the Contracting Officer.

b. For the convenience of A.I.D., by giving not less than 30 calendar days advance written notice to the contractor. Upon such a termination, contractor's right to compensation shall cease when the period specified in such notice expires except that the contractor shall be entitled to return transportation costs and travel allowances and transportation of unaccompanied baggage costs at the rates specified in the contract and subject to the limitations which apply to authorized travel status.

c. For the convenience of A.I.D., when the contractor is unable to complete performance of his services under the contract by reason of sickness or physical or emotional incapacity based upon a certification of such circumstances by a duly qualified doctor of medicine approved by the Mission. The contract shall be deemed terminated upon delivery to the contractor of a termination notice. Upon such a termination, the contractor shall not be entitled to compensation except to the extent of any unused vacation or sick leave but shall be entitled to return transportation, travel allowances, and unaccompanied baggage costs at rates specified in the contract and subject to the limitations which apply to authorized travel status.

#### 17. Disputes

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 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.

18. Release of Information

All rights in data and reports shall become the property of the U.S. Government. 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. Officials not to Benefit

No member of or delegate to the Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

20. Covenant Against Contingent Fees

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, A.I.D. 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.

21. Notices

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

**AID 1420-37 (12-70)**

**To A.I.D.:**

**Administrator  
Agency for International Development  
Washington, D.C. 20523  
Attention: Contracting Officer  
(name of the cognizant Contracting  
Officer with a copy to the appropriate  
Mission Director)**

**To contractor:**

**At his post of duty while in the  
cooperating country and at the  
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 in accordance  
with this clause or on the effective date of the notice, whichever is later.**