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306-0091

COST REIMBURSEMENT CONTRACT WITH AN EDUCATIONAL INSTITUTION

PP-AAK-264-A1

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AGENCY FOR INTERNATIONAL DEVELOPMENT NEGOTIATED CONTRACT NO. AID/ ASIA-C-1091

NEGOTIATED PURSUANT TO THE FOREIGN ASSISTANCE ACT OF 1961, AS AMENDED, AND EXECUTIVE ORDER 11223	TOTAL ESTIMATED CONTRACT COST \$1,769,672
CONTRACT FOR: Elementary and Secondary Education (Curriculum & Textbook)	CONTRACTOR (Name and Address) Teachers College Columbia University
PROJECT NO: 306-11-690-091	NAME Office of International Services
ISSUING 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	STREET ADDRESS New York, New York 10027
ADMINISTRATION BY CM/RDD/ASIA	CITY, STATE, AND ZIP CODE
MAIL VOUCHERS (Original and 3 copies) Office of Financial Management TO: Regional Services Division (SER/FM/RS) Agency for International Development Washington, D. C. 20523	COGNIZANT SCIENTIFIC/TECHNICAL OFFICE Bureau for Asia, Office of Technical Support (ASIA/TECH/PSD)
EFFECTIVE DATE April 1, 1974	ACCOUNTING AND APPROPRIATION DATA PIO/T NO. See Page S-16 APPROPRIATION NO. ALLOTMENT NO.
	ESTIMATED COMPLETION DATE June 30, 1976

The United States of America, hereinafter called the Government, represented by the Contracting Officer executing this Contract, and the Contractor, an educational institution chartered by the State of New York with its principal office in New York, New York, 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 and the General Provisions and any specifications or other provisions which are made a part of this contract, by reference or otherwise, the Schedule or the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

CERTIFIED A TRUE COPY THIS
16th DAY OF September 1974
BY Carolene Evans

This Contract consists of this Cover Page, the Table of Contents, ^{BY} the Schedule consisting of 26 pages, the General Provisions (Form AID 1420-23C), dated and Additional General Provisions and an Appendix "A" (Operational Plan). (Form AID 1420-23D), both dated 9-73.

NAME OF CONTRACTOR	UNITED STATES OF AMERICA AGENCY FOR INTERNATIONAL DEVELOPMENT
BY (Signature of authorized individual) <u>[Signature]</u> , President TYPED OR PRINTED NAME Teachers College, Columbia University	BY (Signature of Contracting Officer) <u>[Signature]</u> TYPED OR PRINTED NAME
DATE August 9, 1974	DATE August 15, 1974

SCHEDULE
COST REIMBURSEMENT CONTRACT WITH
AN EDUCATIONAL INSTITUTION

Contract No. AID/ASIA-C-1091

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SCHEDULE

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- ARTICLE IV - Budget
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- ARTICLE VII - Alterations in Contract, ^{215 JHM} And: Accounting And Allocation Data - 5-16.

The Operations Plan, Appendix A, Consists of Pages A-1 through A-8. 215 JHM

GENERAL PROVISIONS

1. The General Provisions applicable to this contract consist of form AID 1420-23C entitled "General Provisions - Cost Reimbursement Contract with an Educational Institution," dated 9-73, which includes provisions 1 through 37; and form AID 1420-23D entitled "Additional General Provisions - Cost Reimbursement Contract with an Educational Institution," dated 9-75, which includes provisions 1 through 18.

ARTICLE I - STATEMENT OF WORK

A. General Objectives

For a period hereinafter set forth in the Schedule, the Contractor shall render technical advice to the Government of Afghanistan, (hereinafter referred to as "GOA") under agreements between said Government and the Government of the United States, for the purpose of providing advice and assistance to the Primary Curriculum Unit, the Ministry of Education (MOE) of Afghanistan as more specifically provided for in Appendix A, "Operational Plan" (Plan No. 1) attached hereto and made a part hereof.

B. Background

The parties hereto entered into Contract AID/nesa-207 on November 1, 1965, as further amended. The parties now desire to enter into a new contract to supersede the above mentioned contract, and the Contractor is willing and able to continue the technical assistance which he has been performing under the said superseded contract.

ARTICLE II - PERIOD OF CONTRACT

The effective date of this contract is April 1, 1974 and the services to be rendered and the right to incur obligations hereunder shall continue until June 30, 1976 (except for final report requirements) unless further extended by the Contracting Officer or previously terminated in accordance with the provisions as set forth in the General Provisions entitled Termination for Convenience of the Government.

ARTICLE III - ESTIMATED CONTRACT COST AND OBLIGATED FUNDS

1. The Contractor will be reimbursed for the costs incurred by him in performing services hereunder in accordance with the applicable provisions of the Schedule and the General Provisions, subject to the following limitation made in respect thereto:

A. Total A.I.D. dollar funds available for payment and allotted to this contract. See the clause of the General Provisions entitled "Limitation of Funds" and the article of the Schedule entitled "Budget", if applicable. \$ 811,719

B. Estimated additional funds which may be provided, if funds are available. See the clause of the General Provisions entitled "Limitation of Funds" and the article of the Schedule entitled "Budget", if applicable. \$ 957,953

Total Estimated Contract Cost \$ 1,769,672

NOTE: It is estimated that the aforesaid amounts will be sufficient to complete the work required hereunder as set forth in the Schedule article entitled "Statement of Work".

2. The total estimated cost of this contract is \$ 1,769,672. The total amount hereby committed and obligated to this contract is \$811,719 which is partial funding and which may be utilized for reimbursement of costs hereunder. Notwithstanding any provisions elsewhere in this contract to the contrary reimbursement of costs incurred in the performance of this contract may not exceed an aggregate of \$811,719 without prior written authorization of the Contracting Officer.

ARTICLE IV - BUDGET

Line Item No.	<u>Firm Budget</u>	<u>Projected Budget</u>	<u>Total Budget</u>
	From: 4/1/74 To: 3/31/75	From: 4/1/75 To: 6/30/76	From: 4/1/74 To: 6/30/76
1. SALARIES			
(a) Field Staff	\$ 253,570	\$ 310,490	\$ 564,060
(b) Short Term	12,000	15,000	27,000
(c) Local Hire	17,660	22,955	40,615
(d) Campus	30,440	39,060	69,500
2. ALLOWANCES	60,064	74,278	134,342
3. TRAVEL & TRANSPORTATION	82,780	101,135	183,915
4. OTHER DIRECT COSTS	72,210	87,755	159,965
5. OVERHEAD			
(a) Off Campus	124,818	151,522	276,340
(b) On Campus	19,177	24,608	43,785
6. EQUIPMENT	15,000	18,750	33,750
7. PARTICIPANT TRAINING	124,000	112,500	236,500
GRAND TOTAL	\$ 811,719	957,953	\$1,769,672

Within the grand total of the firm budget, the Contractor may increase or decrease any of the line items contained in the firm budget by not more than 15%, except line items 1 c and d, 5, 6, and 7 without obtaining approval of the Contracting Officer.

As soon as practicable during the period covered by the firm budget, but not later than three (3) months prior to the end of the firm budget period, the Contractor will submit new budget proposals in three (3) copies to the

Contracting Officer, Washington, D. C. 20523, and one (1) copy to the Mission Director. Such proposals will include:

1. Data by line items on Contractor's cumulative expenditures from the effective date of this contract through the end of the current firm budget period. At the time of submittal, this data will necessarily be a combination of (1) actual expenditures through the latest practicable date in the current firm budget period (show separately) plus (2) estimated expenditures for the remainder of the current firm budget period.

2. Proposed firm budget for the year (or other agreed upon period) immediately following the end of the current firm budget period, accompanied by worksheet data in sufficient detail as to justify the firm budget proposal.

3. Proposed projected budgets for each year of the remaining term of this contract following the proposed firm budget period (see 2 above).

Contractor shall not be required to make any expenditures or incur any obligations under this contract in excess of the amounts for which it is entitled to be reimbursed hereunder.

ARTICLE V - NEGOTIATED OVERHEAD RATES

A. Establishment of Postdetermined Indirect Cost Rates

Pursuant to the clause of the General Provisions of this Contract entitled "Negotiated Overhead Rates - Postdetermined", a rate or rates shall be established for each of the Contractor's accounting periods during the term of the Contract. Pending establishment of final indirect costs rates for the initial period, provisional payments on account of allowable indirect costs shall be made on the basis of the following provisional rates applied to the base(s) which are set forth below:

	<u>Rate</u>	<u>Base</u>
On Campus	63.11%	Direct Salaries and
Off Campus	47.44%	Wages including Vacation, Holiday and Sick Pay, but excluding fringe Benefits.

Postdetermined indirect cost rates for subsequent periods shall be established in accordance with the terms of the "Negotiated Overhead Rates - Postdetermined" clause of this Contract.

ARTICLE VI - LOGISTIC SUPPORT

It is understood that the Cooperating Government, through its Ministry of Education, has agreed to contribute limited funds for some local services. It is further understood that the Cooperating Country has agreed to furnish suitable office space.

ARTICLE VII ALTERATIONS IN CONTRACT

A. Article 7(a) of the General Provisions is deleted in its entirety and the following substituted in lieu thereof:

"(a) - FEDERAL RESERVE LETTER OF CREDIT FOR ADVANCE PAYMENT

(1) A.I.D. shall open a Federal Reserve Letter of Credit in favor of the Contract in the amount of \$ 11,719 available for obligation under this Contract against which the Contractor may present payment vouchers.

The amount drawn by the Contractor during any calendar (~~month or quarter~~) of this Contract shall not exceed \$66,000, without the prior written authorization of the Contracting Officer. The amount of the payment voucher shall not be in an amount less than \$10,000 nor more than \$1,000,000 but within the specific dollar ceiling on (monthly or quarterly) withdrawals. The amount drawn down including unexpended amounts previously drawn down, will not exceed \$10,000 by more than the anticipated amount by which expenditures will exceed \$10,000 during the seven calendar days following the date of presentation of such payment voucher.

(2) In no event shall the accumulated total of all such payment vouchers exceed the amount of the Federal Reserve Letter of Credit.

(3) If at any time, the Contracting Officer determines that the Contractor has presented payment vouchers in excess of the amount or amounts allowable in *Ann* (1) (2) A and B above, the Contracting Officer may: (1) cause the Federal Reserve Letter of Credit to be suspended or revoked; or (2) direct the Contractor to withhold submission of payment vouchers until such time as, in the judgement of the Contracting Officer an appropriate level of actual, necessary and allowable expenditures has occurred or will occur under this Contract; and/or (3) request the Contractor to repay to A.I.D. the amount of such excess. Upon receipt of the Contracting Officer's request for repayment of excess advance payments, the Contractor shall promptly comply with such request.

(4) Procedure for Contractor

A. After arranging with a commercial bank of its choice for operation under this arrangement and obtaining the name and address of the Federal Reserve Bank or branch serving the commercial bank, the Contractor shall deliver three originals of Standard Form 1191, "Authorized Signature Card for Payment Voucher on Letters of Credit" signed by those official(s) authorized to sign payment

vouchers against the Federal Reserve¹ Letter of Credit and by an official of the institution who has authorized them to sign.

B. Upon execution of the Contract, the Contractor shall receive one certified copy of the Federal Reserve Letter of Credit.

C. The Contractor shall confirm with his commercial bank that the Federal Reserve Letter of Credit has been opened and is available if funds are needed.

D. To receive payment, the Contractor shall:

1. Periodically, although normally not during the last five days of the month, prepare payment vouchers (Form TUS 5401) in an original and three copies.
2. Have the original and two copies of the voucher signed by the authorized official(s) whose signature(s) appear on the Standard Form 1194.
3. Present the original and duplicate copy of the Form TUS 5401 to his commercial bank.
4. Simultaneously, send the triplicate copy of the voucher to the Office of the Controller (C/FRD), AID, Washington, D. C. 20523
5. Retain the quadruplicate copy of the voucher.

E. After the first payment voucher (Form TUS 5401) has been processed, succeeding payment vouchers shall not be presented until the existing balance of previous payments has been expended or is insufficient to meet current needs.

F. In preparing each payment voucher, the institution assigns a voucher number in numerical sequence beginning with 1 and continuing in sequence on all subsequent payment vouchers submitted under the Federal Reserve Letter of Credit. The current status of the funds advanced under the Federal Reserve

Letter of Credit shall be presented on the reverse side of the last two copies of the Form TUS 5401 in the following format:

Balance of earlier advances on hand at time of last advance	\$ _____
Plus amount of last advance	_____
Less disbursements subsequent to last advance	_____
Equals balance of all earlier advances on hand prior to receiving requested current advance	\$ _____

G. A report of expenditures is prepared and submitted to the Controller at intervals specified in the Contract. This report, submitted on Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal", and supported by certifications, listing of withdrawals, and documentation as required, itemizes expenditures made, identifying funds expended by line item of the approved budget and/or category supporting the agreement.

H. The report of expenditures on Standard Form 1034 is reviewed against the contract provisions, and any disbursement improper under the Contract is disallowed. The Contractor is notified of the reason for the disallowance and is directed to adjust the next periodic report of expenditures to reflect the disallowance and to reduce its next payment voucher against the Federal Reserve Letter of Credit by the amount of the disallowance.

I. Simultaneously with the submission of the report of expenditures, the Contractor submits to the Controller a status report on the Federal Reserve Letter of Credit as of the close of the period covered by the report of

expenditures. This report is prepared in the following format:

Status of Funding Report

Federal Reserve Letter of Credit (FRLC)

No. _____

Period from _____ through _____

A. Letter of Credit Position

1. Current amount of FRLC
(Including amendments)
through reporting period \$ _____

2. Payment Vouchers on
Letter of Credit pre-
sented (Form TUS-5401):
a. Credited prior to
reporting period \$ _____

b. Credited during re-
porting period via
TUS-5401 Voucher Nos.
_____ through
inclusive \$ _____

c. Presented but not
credited during report
via TUS-5401's numbered
_____ through
inclusive \$ _____

3. Total of all Payment
vouchers against FRLC
credited or presented \$ _____

4. Balance of FRLC not
drawn or requested this
reporting period \$ _____

B. Cash Position

1. Cash on hand at begin-
ning of period \$ _____

2. Plus: cash drawn during
period \$ _____

3. Plus: refunds, rebates or other amounts received, to the extent allocable to disbursements charged against this FRLC \$ _____
4. Total cash available (sum of 1, 2 and 3) \$ _____
5. Less; disbursements during period \$ _____
6. Balance of cash on hand at close of reporting period \$ _____
7. Estimated number of days requirements covered by balance on hand (Item 6 above)
Days: _____

(5) Refund of Excess Funds

a. If all costs have been settled under the Contract and the Contractor fails to comply with the Contracting Officer's request for repayment of excess Federal Reserve Letter of Credit funds, the Government shall have the right, on other contracts held with the Contractor, to withhold payment of Federal Reserve Letter of Credit or other advances and/or withhold reimbursements due the Contractor in the amount of the excess being held by the Contractor.

b. If the Contractor is still holding excess Federal Reserve Letter of Credit funds on a Contract under which the work has been completed or terminated but all costs have not been settled, the Contractor agrees to:

(1) Provide within 30 days after requested to do so by the Contracting Officer, a breakdown of the dollar amounts which have not been settled between the Government and the Contractor. (The Contracting Officer will assume no costs are in dispute if the Contractor fails to reply within 30 days.)

(2) Upon written request of the Contracting Officer, return to the Government the sum of dollars, if any, which represents the difference between

(1) the Contractor's maximum position on claimed costs, which have not been reimbursed and (2) the total amount of unexpended funds which have been advanced under the Contract; and

(3) If the Contractor fails to comply with the Contracting Officer's request for repayment of excess Federal Reserve Letter of Credit funds, the Government shall have the right, on other contracts held with the Contractor, to withhold payment of Federal Reserve Letter of Credit or other advances and/or withhold reimbursements due the Contractor in the amount of the excess being held by the Contractor."

B. Notwithstanding the provisions of Clause 12, General Provisions, the following additional reports are required:

"1. At the conclusion of services by each technician Contractor shall submit to the Mission six (6) copies of each technician's final report.

2. An Alert Report shall be submitted biweekly by the Contractor's Chief of Party to the Mission Director, or his designee. This alerts the Mission to matters outside those of a routine nature about which the Mission should have knowledge concerning the Mission's program in the Cooperating Country.

3. Contractor's Chief of Party shall submit special reports to the Mission Director, or his designee, as may be mutually agreed to between the Contractor's Chief of Party and the Mission Director, or his designee.

4. Reports to the Mission required under this contract shall not be distributed to the cooperating country without prior approval of the Mission Director or his designee."

C. Pursuant to the provisions of Clause 13, General Provisions, and as authorized under Article IV-A-3, Appendix A, not more than one (1) Graduate Student may be provided by the Contractor. Such Graduate Student shall not be considered as a regular staff member, and will not receive the regular allowances normally afforded to said regular staff members as set forth in paragraphs (a) through (h) of Clause 8, Additional General Provisions.

Specifically, the Graduate Student approved by A.I.D. for services in the Cooperating Country shall be entitled to the following:

1. International round-trip economy class air transportation from his home to the post of duty in Afghanistan, and return to his home in the United States upon completion of services in Afghanistan.

2. Per-diem at rates prescribed by Standardized U.S. Government Travel Regulations while in authorized travel status between the United States and Afghanistan.

3. Compensation at the rate of not to exceed \$10,500 per year, including time in authorized orientation and travel, and while performing services in Afghanistan.

4. In lieu of a living allowance the Graduate Student will be furnished housing, utilities and household equipment at no charge on the same basis USAID provides to Contractor's regular field staff in the Cooperating Country.

5. Twenty-two (22) pounds excess baggage in addition to the accompanied personal baggage regularly allowed with economy class air ticket.

6. One Hundred (100) Pounds of gross by air of unaccompanied baggage and 500 pounds net weight by surface of personal effects and/or household effects.

7. Within Afghanistan travel and travel allowance on the same basis as may be authorized for regular staff members.

8. Workmen's Compensation Insurance.

9. Other local costs as may be approved by the Mission.

10. Miscellaneous privileges as referred to in Clause 7,

Additional General Provisions.

D. Clause 6(a), Additional General Provisions, is amended to include the following:

"Vacation leave accrued and unused at the time an employee completes his service in the Cooperating Country may not be used to carry the employee in salary status after his departure from the Cooperating Country. No indirect costs (overhead) shall be payable by A.I.D. on lump-sum settlements for vacation leave earned but not taken."

E. Notwithstanding the provisions of Clause 16, Additional General Provisions, titles to vehicles purchased under this contract are reserved to USAID.

F. Clause 11, Additional General Provisions, is amended to add the following to the end of the first sentence:

"provided only one such visit per fiscal year shall be made, unless otherwise approved in advance in writing by the Mission Director".

G. Notwithstanding the provisions of Clause 8(a), Additional General Provisions, the salary plus post differential paid to Dr. Richard F.W. Mitterton shall not exceed the present maximum of \$38,400 during the life of this contract.

ACCOUNTING AND APPROPRIATION DATA:

PIO/T No.	Appropriation No.	Allotment No.	
306-091-3-30033	72-1131004	354-50-306-00-69-43	\$ 5,719
306-091-3.4-40043	72-11X1025	425-50-306-00-69-41	806,000
			<u>\$811,719</u>

B. The Contractor will continue to render the services required under this contract in accordance with the work plan developed in consultation with the Mission, as amended and modified herein. This work plan as developed between the Mission and the Contractor and as set forth below will be subject to review from time to time as may be mutually agreeable between the Mission and the Contractor.

1. Contractor will continue to assist the Ministry of Education in curriculum development and textbook preparation, and to advise and assist the Afghans in revising the nation's primary school curriculum and preparing textbooks with teachers guides and provide professional leadership including in-service teacher training in launching the utilization of these materials in primary schools, in cooperation with the MOE's Teacher Training Department.

The successful introduction of new texts and instructional materials into Afghanistan's primary schools requires five major capabilities that must be activated in the preparation and utilization of each text and manual

a. Materials Preparation - Curriculum design and development, scheduling, text writing, translating, testing in trial schools and revision.

b. Publishing - Book design, graphic art illustration, editing, proofing and scheduling.

c. Production - The economic, efficient and timely printing and binding of millions of copies of completed textbooks.

d. Distribution - The systematic movement of these books from press to classroom with the retention of adequate copies for replacement needs.

e. Utilization - The effective and appropriate use of texts and materials throughout the school system by means of pre-service and in-service training of teachers and school officials.

2. Progress to Date

In 1966 the Governments of Afghanistan and the United States signed an agreement, the main object of which was to develop and introduce a new curriculum for the elementary schools of Afghanistan and subsequently to prepare textbooks and teachers' guides for these schools.

During the early years the work was carried forward in the Ministry as the Curriculum and Textbook Project Within the Department of Elementary Education. In the past year a most significant advance toward the long range goal has been the amalgamation of the Curriculum and Textbook Project into the Department of Publications. This Department has responsibility for curriculum research and development, textbook preparation and revision for both elementary and secondary schools, and responsibility of oversight of publications. The Department also cooperates with the Departments of Teacher Education, Elementary Education, and Inspection in pre-service and in-service teacher education as it relates to the introduction of new textbooks and teaching materials. The Publications Department now includes in its regular organization the functions of the Curriculum and Textbook Project.

Up to the end of March 1974, of the 130 proposed titles (60 textbooks 70 teachers' guides), 62 will have been approved for printing. Of these 62 titles, 19 have been printed, 21 are being printed, 4 are awaiting printing and 18 have just been approved to go to the press. Forty-six additional titles are in various stages of being written and tested and 22 are in various stages of being approved for printing. Also, during these years,

21 Afghan personnel have been trained abroad in the various fields of curriculum development and textbook production. These Afghans have returned to Afghanistan and ^{are} presently working in the related sections of the Department of Publications. Nine additional Afghan personnel are presently in training ^{abroad} in the fields of curriculum and textbook development.

In-service teacher education is going forward in accordance with the plan reported in the last Project Agreement. At the request of the Ministry of Education's Teacher Education Department and the Academy for Teacher Education, Publications Department personnel have participated in workshops for four groups of supervisors and headmasters, presenting the new elementary school curriculum and the textbooks that will give it concrete expression. Upon invitation from the UNESCO teacher education team, the Publications Department is introducing the new textbooks and teachers' guides to a team of in-service education specialists.

The Research Section has worked closely with the subject sections as they have tested textbooks and teachers' guides in the schools. It has rendered eight research reports that are the basis for pre-publication textbook revisions now underway. The Section has also developed a long-range plan for assisting the Ministry of Education to evaluate the impact of the elementary textbooks being produced. In cooperation with the Health Section, the Research Section has planned for follow-up evaluations of the fifth and sixth grade health texts that are now in print. Textbooks become obsolete within a relatively short space of time. Revision cycles must therefore be scheduled for new textbooks as they appear and field evaluations are, of course, a necessary part of the process.

III. SCOPE OF SERVICES

To accomplish the overall objectives, Contractor will provide technical advice and assistance to the MOE toward the following established project targets:

A. To develop a modern primary school curriculum structure (i.e., values, goals and objectives) which is responsive to the development needs of Afghanistan and to the life experience of Afghan youth.

B. To establish in the MOE a functional unit capable of the continuous updating of the curriculum structure (e.g., research and adjustment of goals and objectives as needed).

C. To prepare, write and test pertinent primary textbooks based on the new curriculum structure for immediate introduction into primary schools as the materials are tested approved and distributed and in accordance with the time phased Materials Production Schedule.

D. To establish the capability in the MOE by project completion for the preparation and revision of school textbooks and teaching materials.

E. To upgrade the publication and printing services in the Ministry of Education to enable the efficient, timely and economic design and manufacture of textbooks and materials.

F. To assist in upgrading the textbook distribution system in the MOE to a capability sufficient to meet the Ministry's increased requirements in this project.

G. To develop pre-service and in-service materials orientation services for primary teachers in the use of the new texts and materials.

IV. CONTRACT STAFF

A. Regular Field Staff

The Contractor shall endeavor to maintain in Afghanistan not to

exceed thirteen (13) regular staff members in the fields of specialization or with position titles as follows:

1. 1 Project Coordinator
2 Language Arts
1 Mathematics
1 Research
1 Practical Arts & Agriculture (terminates 9/74)
1 Physical Education
1 Science (terminating 10/74)
1 Publications
1 Materials Orientation Services
1 Arts & Crafts

2. Variations in the staffing pattern or field of specialization as indicated in subparagraph 1 above may be made as mutually agreeable between the Mission and the Contractor.

3. Graduate Student - Research Assistant:

Contractor may appoint one (1) graduate student as a research assistant to serve in the Cooperating Country devoting a full 4/5 of his time to the research activities of the regular field staff in the performance of their work under this contract. Terms of payment for said graduate student are set forth in ~~Appendix B.~~ ^{Article IV, C, III} *Am*

4. Local Hire Staff:

In addition to the regular field staff maintained in Afghanistan under paragraph 1 above, Contractor may employ, subject to the prior written approval of USAID, such local employees (U.S., Third Country Nationals and Afghans) as may be necessary for the performance of the services under this contract. Such employees are excluded from the definition of "Regular Employee" or "Short-Term Employee", Clause 1(k) and (m), Additional General Provisions, for the purposes of this contract. The cost of services for all local hires shall be in accordance with employment, wage scale and other personnel policies and procedures established and approved by USAID.

B. Home Staff

As required and within budgetary limitations, Contractor may provide a campus coordinating and supporting staff as follows:

1. Coordinator (not to exceed a total of 90% of his time)*
2. Secretaries (not to exceed a total of 90% of the time

of one Secretarial Position)*

Other technical and professional personnel as may be necessary to accomplish the program when approved in writing in advance by the Contracting Officer.

* Supported by accurate attendance and job time records.

V. PARTICIPANT TRAINING

A. Prospective participants will be nominated by the Ministry of Education Participant Training Committee consisting of representatives of the MOE, TCCU, and USAID/A.

B. The objectives and training of each prospective participant's program will be determined by the Participant Training Committee.

C. The Project Coordinator will forward these nominations, together with proposed training programs and results of latest English test administered by USAID, concurrently to the Ministry of Education and Training Divisions of USAID and to the Contractor's Home Staff.

D. The Ministry of Education will institute immediate action to secure concurrence of the Cooperating Government.

E. The Contractor's Home Staff will advise the Project Coordinator in Kabul of the acceptability of the prospective participant contingent upon whether or not a suitable program can be arranged that will accomplish the stated objectives. The Home Staff will notify the Project Coordinator concerning possible schedules, specific programs, location, plans for super-

vision of the work of the participant and send Progress Reports at the end of each academic quarter or semester to Project Coordinator.

F. Upon receipt of clearances from the Cooperating Government, USAID Education and Training Divisions, and the Home Staff, the Project Coordinator will be responsible for seeing that the participant is processed and that the Home Staff, USAID Education and Training Divisions, and the Ministry of Education are advised as to travel plans. The processing facilities of USAID will be utilized.

G. The Home Staff will be responsible for seeing that arrangements are made for orientation, US travel, US funds and other necessary arrangements inside the U.S. Every effort should be made to schedule each participant for the one-week orientation program operated by the Washington International Center, Washington, D. C.

H. The Home Staff will have the responsibility of receiving the participant, providing participant counseling, and will keep the Project Coordinator in Kabul informed of participant activities.

I. The Home Staff will be responsible for the participant's return arrangements and will keep the Project Coordinator informed. He, in turn, will keep USAID Education and Training Divisions and the Ministry of Education fully informed.

J. Upon the return of the participant to Afghanistan, the Project Coordinator and the Ministry of Education will immediately interview the participant, evaluate his training and potential. The Ministry will arrange for his assignment in accordance with the intent of his training. The assignment, will be reported to USAID Education and Training Divisions within three months after the participant's return to Afghanistan.

GENERAL PROVISIONS

Cost Reimbursement Contract With An Educational Institution

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37. Notices

1. DEFINITIONS (JUNE 1973)

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

(b) "AID" shall mean the Agency for International Development.

(c) "Campus Coordinator" shall mean the representative of the Contractor at the Contractor's home institution, who shall be responsible for coordinating the activities carried out under the Contract.

(d) "Consultant" shall mean any especially well-qualified person who is engaged on a temporary or intermittent basis and who is not an officer or employee of the Contractor.

(e) "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.

(f) "Contractor" shall mean the educational institution providing services hereunder.

(g) "Contractor Employee" shall mean an em-

ployee of the Contractor assigned to work under this Contract.

(h) "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.

(i) "Federal Procurement Regulations (FPR)", when referred to herein, shall include AID Procurement Regulations (AIDPR).

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

(k) "Personnel Compensation" shall mean the periodic remuneration received by a Contractor employee for services rendered exclusive of post differential and allowances associated with overseas service, except as otherwise stated. The term compensation includes payments for personal services including fees, honoraria, and stipends for graduate students, but excludes earnings from sources other than the individual's professional or technical work, as well as overhead, and other charges.

2. APPROVALS (JUNE 1973)

All approvals made under the Contract by the Contracting Officer, or Mission Director, shall be in writing and obtained by the Contractor

in advance of the contemplated action. If, because of existing conditions, it is impossible to obtain prior written approval, the approving official may, at his discretion, ratify the action after the fact.

3. BIOGRAPHICAL DATA (JUNE 1973)

The Contractor agrees to furnish to the Contracting Officer the biographical information requested on AID Form 1420-17, "Contractor Employee Biographical Data Sheet", for (1) all Contractor employees to be sent outside the United States, and (2) the Campus Coordinator. Biographical data on other personnel employed under this Contract shall be available for review by AID at the Contractor's home institution.

4. PERSONNEL COMPENSATION (JUNE 1973)

(a) AID will reimburse Contractor for salaries and wages, including authorized leave, paid to Contractor employees performing work under the contract, provided that such salary is within the Contractor's regular salary scale and the Contractor certifies to the facts pertaining thereto. Reimbursement will not be made for any individual's salary exceeding the maximum salary rate of a Foreign Service Officer Class I per annum, without the prior written approval of the Contracting Officer.

(b) Salaries will be established by the Contractor in accordance with his normal practice. However, AID has established certain advisory guidelines set forth below, within which the Contractor is expected to operate under normal circumstances, but such guidelines are not compulsory and may be departed from to the extent the Contractor finds necessary. The Contractor will currently report any deviation from these provisions and explain to the Contracting Officer the reasons therefor.

1. The base salary will be the same as the Contractor would normally pay a person of similar ability and experience for service at the rank to which the person has been appointed.

2. Base salaries may be increased by annualization in cases where the Contractor's salary scale is based on less than 12 months' service a year.

(c) Salaries paid while in travel status shall be limited to the time required by the most direct and expeditious air route, except as otherwise provided in the clause of this contract entitled "Travel Expenses". All time in excess of that required for such air travel may be charged to leave.

(d) In the event that an employee's services are terminated by the Contractor for misconduct or security reasons, Contractor will be reimbursed for salary thereafter paid such employee only through the time required to promptly return

him to his point of origin by the most expeditious air route, plus accrued vacation leave.

(c) Consultants

Unless approved by the Contracting Officer or authorized in the Schedule of this Contract:

(1) No compensation for consultants will be reimbursed.

(2) Compensation for consultants shall not exceed (i) the equivalent daily rate of the maximum level of Foreign Service Class I (FSR-1), which annual salary is set forth in the payment schedule of the Uniform State, AID/USIA Regulations, to be determined by dividing such annual salary of FSR-1 by 260; or (ii) the current compensation or the highest rate of annual compensation received by the consultant during any full year of the immediately preceding 3 years; whichever is less.

5. LEAVE AND HOLIDAYS (JUNE 1973)

(a) Vacation Leave

(1) The Contractor may grant to his employees working in the United States under this Contract vacations of reasonable duration, but not to exceed the Contractor's on-campus policy and practice for his employees.

(2) Reimbursement to the Contractor for vacation leave is limited to the amount earned by the employee while serving under this Contract.

(b) Sick Leave

The Contractor may grant to Contractor employees working in the United States sick leave at a rate not exceeding his usual on-campus practice. However, reimbursement for sick leave taken under this Contract is limited to the amount earned by the employee while serving under this Contract.

(c) Military Leave

Military leave of not more than 15 calendar days in any calendar year may be granted in accordance with the Contractor's usual on-campus practice to each regular employee who is a reservist of the Armed Forces, provided that such military leave has been approved in advance by the Mission Director or the Contracting Officer.

(d) Leave Records

The Contractor shall maintain current leave records for all Contractor employees and make them available, as requested by the Mission Director or the Contracting Officer.

(e) Holidays

While serving in the United States, Contractor employees shall be entitled to holidays in accordance with the Contractor's established on-campus policy and practice.

6. TRAVEL EXPENSES (JUNE 1973)

(a) The Contractor shall be reimbursed for actual travel costs and travel allowances for travel in the United States in accordance with the established on-campus practice of the Contractor. Travel costs 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 (b) below, unless economy-air travel or economy air-travel space are not available and the Contractor supports this in the voucher or other documents retained as part of his contract records.

(b) The Contractor may grant under this Contract reasonable delays en route, not circuitous in nature, while in travel status, caused by events beyond the control of such traveler or Contractor. It is understood that if delay is caused by physical incapacitation, personnel shall be eligible for such sick leave as is provided under paragraph (b) of the clause of this Contract entitled "Leave and Holidays."

7. ALLOWABLE COST AND PAYMENT (NOV 1973)

(a) For the performance of this Contract, the Government shall pay to the Contractor the dollar cost thereof (hereinafter referred to as "allowable cost") determined by the Contracting Officer to be allowable in accordance with:

(1) Subpart 1-15.3 of the Federal Procurement Regulations, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Educational Institutions" as in effect on the date of this Contract, and

(2) The terms of this Contract.

(b) At least once each quarter the Contractor shall submit to the paying office indicated on the Cover Page, a Voucher Form SF 1034 and SF 1034a in three copies. Each voucher shall be identified by the appropriate AID Contract number, properly executed, in the amount of dollar expenditures made during the period covered. The voucher forms shall be supported by:

(1) Original and two copies of a certified fiscal report rendered by the Contractor in the form and manner satisfactory to AID substantially as follows:

Total Expenditures			
Category	Obligated Funds	To Date	This Period (Indicate Dates)
Salaries and Wages	\$\$\$ (including salaries off-campus of \$\$\$)	\$\$\$ (including salaries off-campus of \$\$\$)	\$\$\$ (including salaries off-campus of \$\$\$)

Total Expenditures

Category	Obligated Funds	To Date	This Period (Indicate Dates)
Indirect Costs (Overhead)	\$\$\$ (including indirect costs off-campus of \$\$\$)	\$\$\$ (including indirect costs off-campus of \$\$\$)	\$\$\$ (including indirect costs off-campus of \$\$\$)
Consultant Fees	\$\$\$	\$\$\$	\$\$\$
Allowances	\$\$\$	\$\$\$	\$\$\$
Travel and Transportation	\$\$\$	\$\$\$	\$\$\$
Equipment and Materials	\$\$\$	\$\$\$	\$\$\$
Participant Costs	\$\$\$	\$\$\$	\$\$\$
Other Direct Costs	\$\$\$	\$\$\$	\$\$\$
Grand Total	\$\$\$	\$\$\$	\$\$\$

(2) The fiscal report 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 AID will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of the Contract, and (2) that information on the fiscal report is correct and such detailed supporting information as the cognizant paying office or the Contracting Officer may reasonably require will be furnished upon request by the Contractor to AID at the Contractor's home office or base office, as appropriate.

BY _____

TITLE _____

DATE _____"

(3) A vendor's invoice or photostat covering each transaction for procurement of commodities, supplies, or equipment totaling in excess of \$2,500 appropriately detailed as to quantity, description, and price for each individual item of equipment purchased.

(4) A Supplier's Certificate, AID Form 282, in triplicate, executed by the vendor for each transaction in excess of \$2,500.

(5) The Bill of Lading or Airway Bill as evidence of shipment by U.S.-flag carrier.

(c) Promptly after receipt of each voucher and statement of dollar cost, the Government shall, except as otherwise provided in this Contract, subject to the provisions of paragraph (d) below,

make payment thereon as approved by the paying office indicated on the Cover Page.

(d) At any time or times prior to final payment under this Contract, the Contracting Officer may have the voucher and statements of cost audited. Each payment theretofore made shall be subject to reduction for amounts included in the related voucher which are found by the Contracting Officer, on the basis of such audit, not to constitute allowable cost. Any payment may be reduced for overpayments, or increased for underpayments, on preceding vouchers.

(e) The final voucher shall be submitted by the Contractor promptly following completion of the work 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. This voucher, clearly identified as "final voucher", shall be submitted on Form SF 1034 (original) and SF 1034a, in three copies, and supported by:

(1) Original and two copies of a certified fiscal report rendered by the Contractor as in paragraphs (b)(1) and (2) above;

(2) Vendor's invoices as in (b)(3) above, for commodities, supplies, or equipment in excess of \$2,500 procured since the last voucher submission;

(3) Supplier's Certificate as in (b)(4) above;

(4) Bill of Lading or Airway Bill as in (b)(5) above;

(5) Refund check for the balance of funds, if any remaining on hand and not obligated by the Contractor.

(f) Upon compliance by the Contractor with all the provisions of this Contract (including, without limitation, the provisions relating to patents and provisions of (g) and (h) and the Additional General Provision entitled "Documentation for Mission", if appropriate, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any monies due under the final voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under the Contract.

(g) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this Contract shall be preserved and made available as part of the Contractor's records which are required to be preserved and made available by the General Provision clauses of this Contract

entitled "Examination of Records" and "Audit and Records".

(h) The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor or any assignee under this Contract, shall be paid by the Contractor to the Government, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by the Government under this Contract. Reasonable expenses incurred by the Contractor for the purpose of securing such refunds, rebates, credits, or other amounts shall be allowable costs hereunder when approved by the Contracting Officer. Prior to final payment under this Contract, the Contractor and each assignee under this Contract whose assignment is in effect at the time of final payment under this Contract shall execute and deliver an assignment and a release using Forms AID 1420-40 or 1420-44, as appropriate, as required by AIDPR 7-16.851.

B. NEGOTIATED OVERHEAD RATES (NOV 1973)

(i) The following provisions shall be applicable when post determined rates are used:

(a) Notwithstanding the provisions of the clause of this Contract entitled "Allowable Cost and Payment", the allowable indirect costs under this Contract shall be obtained by applying negotiated overhead rates to bases agreed upon by the parties, as specified below.

(b) The Contractor, as soon as possible but not later than 6 months after the close of each of his fiscal years during the term of this Contract, shall submit to the Contracting Officer with copies to the cognizant audit activity, the AID Auditor General, and the AID Overhead and Special Cost Branch, a proposed final overhead rate or rates for the period, together with supporting cost data. Negotiation of final overhead rates by the Contractor and the Contracting Officer shall be undertaken as promptly as practicable after receipt of the Contractor's proposal.

(c) Allowability of cost and acceptability of cost allocation methods shall be determined in accordance with Subpart 1-15.3 (Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Educational Institutions) of the Federal Procurement Regulations as in effect on the date of this Contract.

(d) The results of each negotiation shall be set forth in a written overhead rate agreement, executed by both parties. Such agreement is automatically incorporated in this Contract upon execution and shall specify (i) the agreed final rates, (ii) the bases to which the rates apply, (iii) the periods to which the rates apply, and (iv)

the items treated as direct costs. The overhead rate agreement shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this Contract.

(e) Pending establishment of final overhead rates for any period, the Contractor shall be reimbursed either at negotiated provisional rates as provided in the Contract or at billing rates acceptable to the Contracting Officer, subject to appropriate adjustment when the final rates for that period are established. To prevent substantial over or under payment, and to apply either retroactively or prospectively, (1) provisional rates may, at the request of either party, be revised by mutual agreement, and (2) billing rates may be adjusted at any time by the Contracting Officer. Any such revisions of negotiated provisional rates specified in the Contract shall be set forth in a modification to this Contract.

(f) Any failure by parties to agree on any final rate or rates under this clause shall be considered a dispute within the meaning of the "Disputes" clause of this Contract, and shall be disposed of in accordance therewith.

(ii) The following provisions are applicable when predetermined rates are used:

(a) Notwithstanding the provisions of the clause of this Contract entitled "Allowable Cost and Payment", the allowable indirect cost under this Contract shall be obtained by applying predetermined overhead rates to bases agreed upon by the parties, as specified below.

(b) The Contractor, as soon as possible but not later than 3 months after the close of each of his fiscal years during the term of this contract, shall submit to the Contracting Officer with copies to the cognizant audit activity, the AID Auditor General, and the AID Overhead and Special Cost Branch, a proposed predetermined overhead rate or rates based on the Contractor's actual cost experience during that fiscal year, together with supporting cost data. Negotiation of predetermined overhead rates by the Contractor and the Contracting Officer shall be undertaken as promptly as practicable after receipt of the Contractor's proposal.

(c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the provisions of Subpart 1-15.3 (Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Educational Institutions) of the Federal Procurement Regulations as in effect on the date of this contract.

(d) Predetermined rates appropriate for the work under this Contract, in effect on the effective date of this Contract shall be incorporated

into the Contract schedule. Rates for subsequent periods shall be negotiated and the results set forth in a written overhead rate agreement executed by both parties. Such agreement shall be automatically incorporated into this Contract upon execution and shall specify (i) the agreed predetermined overhead rates, (ii) the bases to which the rates apply, (iii) the fiscal year unless the parties agree to a different period for which the rates apply, and (iv) the specific items treated as direct costs or any changes in the items previously agreed to be direct costs. The overhead rate agreement shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this Contract.

(e) Pending establishment of predetermined overhead rates for any fiscal year or different period agreed to by the parties, the Contractor shall be reimbursed either at the rates fixed for the previous fiscal year or other period or at billing rates acceptable to the Contracting Officer subject to appropriate adjustment when the final rates for that fiscal year or other period are established.

(f) Any failure by the parties to agree on any predetermined overhead rate or rates under this clause shall not be considered a dispute within the meaning of the "Disputes" clause of this contract. If for any fiscal year or other period specified in the schedule of this contract the parties fail to agree to a predetermined overhead rate or rates, it is agreed that the allowable indirect costs under this contract shall be obtained by applying negotiated final overhead rates in accordance with the terms of the "Negotiated Overhead Rates—Postdetermined" clause set forth in § 7-7.5501-9 of the AID Procurement Regulations as in effect on the date of this contract.

9. LIMITATION OF FUNDS (JUNE 1973)

(a) It is estimated that the cost to the Government for the performance of this Contract will not exceed the estimated cost set forth in the Schedule, and the Contractor agrees to use his best efforts to perform the work specified in the Schedule and all obligations under this Contract within such estimated cost.

(b) The amount presently available for payment and allotted to this Contract, the items covered thereby, and the period of performance which it is estimated the allotted amount will cover, are specified in the Schedule. It is contemplated that from time to time additional funds will be allotted to this Contract up to the full estimated cost set forth in the Schedule. The Contractor agrees to perform or have performed work on this Contract up to the point at which the total amount paid and payable by the Government pursuant to the terms of this Contract approxi-

mates but does not exceed the total amount actually allotted to the Contract.

(c) If at any time the Contractor has reason to believe that the costs which he expects to incur in the performance of this Contract in the next succeeding 60 days, when added to all costs previously incurred, will exceed 75 percent of the total amount then allotted to the Contract, the Contractor shall notify the Contracting Officer in writing to that effect. The notice shall state the estimated amount of additional funds required to continue performance for the period set forth in the Schedule. Sixty days prior to the end of the period specified in the Schedule the Contractor will advise the Contracting Officer in writing as to the estimated amount of additional funds, if any, that will be required for the timely performance of the work under the Contract or for such further period as may be specified in the Schedule or otherwise agreed to by the parties. If, after such notification, additional funds are not allotted by the end of the period set forth in the Schedule or an agreed date substituted therefor, the Contracting Officer will, upon written request by the Contractor, terminate this Contract pursuant to the provisions of the "Termination for Convenience of the Government" clause on such date. If the Contractor, in the exercise of its reasonable judgment, estimates that the funds available will allow it to continue to discharge its obligations hereunder for a period extending beyond such date, it shall specify the later date in its request and the Contracting Officer, in his discretion, may terminate this Contract on that later date.

(d) Except as required by other provisions of this Contract specifically citing and stated to be an exception from this clause, the Government shall not be obligated to reimburse the Contractor for costs incurred in excess of the total amount from time to time allotted to the Contract, and the Contractor shall not be obligated to continue performance under the Contract (including actions under the "Termination for Convenience of the Government" clause) or otherwise to incur costs in excess of the amount allotted to the Contract, unless and until the Contracting Officer has notified the Contractor in writing that such allotted amount has been increased and has specified in such notice an increased amount constituting the total amount then allotted to the Contract. To the extent the amount allotted exceeds the estimated cost set forth in the Schedule, such estimated cost shall be correspondingly increased. No notice, communication, or representation in any other form or from any person other than the Contracting Officer shall affect the amount allotted to this Contract. In the absence of the specified notice,

the Government shall not be obligated to reimburse the Contractor for any costs in excess of the total amount then allotted to the Contract, whether those excess costs were incurred during the course of the Contract or as a result of termination. When and to the extent that the amount allotted to the Contract has been increased, any costs incurred by the Contractor in excess of the amount previously allotted shall be allowable to the same extent as if such costs had been incurred after such increase in the amount allotted; unless the Contracting Officer issues a termination or other notice and directs that the increase is solely for the purpose of covering termination or other specified expenses.

(e) Change orders issued pursuant to the "Changes" clause, if any, of this Contract shall not be considered an authorization to the Contractor to exceed the amount allotted in the Schedule in the absence of a statement in the change order, or other Contract modification, increasing the amount allotted.

(f) Nothing in this clause shall affect the right of the Government to terminate this Contract. In the event this Contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the Contract based upon the share of cost incurred by each.

10. EXAMINATION OF RECORDS BY COMPTROLLER GENERAL (MARCH 1973)

(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. AUDIT AND RECORDS (APRIL 1969)

(a) The Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Contract. The foregoing constitute "records" for the purposes of this clause.

(b) The Contractor's plants, or such part thereof as may be engaged in the performance of this Contract, and his records shall be subject at all reasonable times to inspection and audit by the Contracting Officer or his authorized representatives. In addition, for purposes of verifying that cost or pricing data submitted in conjunction with the negotiation of this Contract or any contract change or other modification involving an amount in excess of \$100,000 were accurate, complete, and current, the Contracting Officer or his authorized representatives shall, until the expiration of 3 years from the date of final payment under this Contract, or of the time periods for the particular records specified in Part 1-20 of the Federal Procurement Regulations (41 CFR Part 1-20), whichever expires earlier, have the right to examine those books, records, documents, papers, and other supporting data which involve transactions related to this Contract or which will permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein.

(c) The Contractor shall preserve and make available his records (1) until the expiration of

3 years from the date of final payment under this Contract, or of the time periods for the particular records specified in 41 CFR Part 1-20, whichever expires earlier, and (2) for such longer period, if any, as is required by applicable statute, or by other clauses of this Contract, or by paragraphs (i) or (ii) below.

(i) If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of 3 years from the date of any resulting final settlement.

(ii) Records which relate to (A) appeals under the "Disputes" clause of this Contract, (B) litigation or the settlement of claims arising out of the performance of this Contract, or (C) costs and expenses of this Contract as to which exception has been taken by the Contracting Officer or any of his duly authorized representatives, shall be retained until such appeals, litigation, claims, or exceptions have been disposed of.

(d) (1) The Contractor shall insert the substance of this clause, including the whole of this paragraph (d) in each subcontract hereunder that is not firm fixed-price or fixed-price with escalation. When so inserted, changes shall be made to designate the higher-tier subcontractor at the level involved in place of the Contractor; to add "of the Government prime contract" after "Contracting Officer"; and to substitute "the Government prime contract" in place of "this Contract" in (B) of paragraph (c) above.

(2) The Contractor shall insert the substance of the following clause in each firm fixed-price or fixed-price with escalation subcontract hereunder which when entered into exceeds \$100,000, except those subcontracts covered by paragraph (3) below:

AUDIT

(a) For purposes of verifying that certified cost or pricing data submitted in conjunction with the negotiation of this Contract or any contract change or other modification involving an amount in excess of \$100,000 were accurate, complete, and current, the Contracting Officer of the Government prime contract, or his authorized representatives, shall, until the expiration of 3 years from the date of final payment under this Contract, or of the time periods for the particular records specified in Part 1-20 of the Federal Procurement Regulations (41 CFR Part 1-20), whichever expires earlier, have the right to examine those books, records, documents, papers, and other supporting data which involve transactions related to this Contract or which will permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein.

(b) The subcontractor agrees to insert this clause, including this paragraph (b), in all subcontracts hereunder which when entered into exceed \$100,000, unless the price is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation.

(3) The Contractor shall insert the following clause in each firm fixed-price or fixed-price with escalation subcontract hereunder which when entered into exceeds \$100,000 where the price is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation.

AUDIT-PRICE ADJUSTMENTS

(a) This clause shall become operative only with respect to any change or other modification of this Contract, which involves a price adjustment in excess of \$100,000 unless the price adjustment is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation; *Provided*, that such change or other modification to this Contract must result from a change or other modification (1) to the Government prime contract, or (2) authorized under the provisions of the Government prime contract.

(b) For purposes of verifying that any certified cost or pricing data submitted in conjunction with a contract change or other modification were accurate, complete, and current, the Contracting Officer of the Government prime contract or his authorized representatives shall, until the expiration of 3 years from the date of final payment under this Contract, or of the time periods for the particular records specified in Part 1-20 of the Federal Procurement Regulations (41 CFR Part 1-20), whichever expires earlier, have the right to examine those books, records, documents, papers, and other supporting data which involve transactions related to this Contract or which will permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein.

(c) The subcontractor agrees to insert the substance of this clause including this paragraph (c) in all subcontracts hereunder which when entered into exceed \$100,000.

12. REPORTS (NOV 1973)

(a) Unless otherwise provided in the Schedule of this Contract, the Contractor shall prepare and submit to the Contracting Officer three (3) copies, and the Mission four (4) copies, of a semi-

annual report, within 45 days following the end of the period being covered, which shall include the following:

(1) A substantive report covering the status of the work under the Contract, indicating progress made with respect thereto, setting forth plans for the ensuing period, including recommendations covering the current needs in the fields of activity covered under the terms of this Contract.

(2) An administrative report covering expenditures, foreign country national trainees, and personnel employed under the Contract.

(b) Contractor shall prepare and submit to the Contracting Officer such other reports as may be specified in the Schedule.

(c) Unless otherwise provided in the Schedule of this Contract, at the conclusion of the work hereunder, the Contractor shall prepare and submit to the Contracting Officer three (3) copies, and to the Mission four (4) copies, of a final report which summarizes the accomplishments of the assignment, methods of work used and recommendations regarding unfinished work and/or program continuation. The final report shall be submitted within 60 days after completion of the work hereunder unless required date of submission is extended by the Contracting Officer.

(d) Contractor shall submit two copies of each report required by paragraphs (a)(1), (b), and (c) above, or any other report of a technical nature required by the Schedule to the AID Reference Center, Agency for International Development, Washington, D.C. 20523. The title page of all reports forwarded to the AID Reference Center, pursuant to this paragraph (d) shall include the contract number, project number and project title as set forth in the schedule of this contract.

(e) In preparing reports the Contractor shall refrain from using elaborate art work, multicolor printing and expensive paper and binding, unless it is specifically authorized in the Schedule. Wherever possible, pages should be printed on both sides using single spaced type.

13. RESEARCH ACTIVITIES AND THE USE OF GRADUATE STUDENTS (JUNE 1973)

To the extent authorized in the Operational Plan (Appendix A), research activities pertinent to the program shall be reimbursed hereunder. Graduate students may be retained by the Contractor to assist in such research.

14. TRAINING OF FOREIGN COUNTRY NATIONALS (JUNE 1973)

(a) To the extent Foreign Country National Training is authorized in the Operational Plan

(Appendix "A"), the Contractor shall be reimbursed for the following reasonable and allocable costs incurred in providing training and observation to participants in the United States or other approved location:

(1) Customary tuition and fees of the institution in which the training takes place, as published in catalogs and announcements.

(2) Typing of papers and allowances for required textbooks, the titles of which will be approved by the Contractor.

(3) Travel within the United States or other countries (other than the country of the participant), as approved by the Contractor, including the cost of travel from port of entry into the United States to Contractor's campus and from the Contractor's campus to port of embarkation from the United States.

(4) Subsistence while in the United States or in third countries not to exceed maximum AID rates established in the applicable AID manual orders, furnished to the Contractor, as from time to time amended.

(5) Other direct costs authorized in the Operational Plan or otherwise determined by the Contracting Officer to be allowable in accordance with the General Provisions clause of this Contract entitled "Allowable Cost and Payment".

(b)(1) No charge for international transportation or for health and accident insurance for participants while in the United States will be made against this Contract unless otherwise specified in the Schedule or approved in writing by the Contracting Officer.

(2) The Contractor shall prepare and submit to the AID Office of International Training (SER/IT), three (3) copies of form AID 1380-9, "Monthly Report of Participants under Contract", on the last day of each month. On the basis of report, SER/IT will provide coverage and pay premiums under the AID Health and Accident Insurance Program.

(c) For participants assigned to the Contractor for whom specially designed courses not otherwise covered in paragraph (a)(1) above are authorized, the Contractor shall be paid the following in lieu of that authorized in paragraph (a)(1) above:

(1) For not exceeding 20 instructional days (days on which such courses are scheduled to meet):

(a) One participant: \$65. for the first day and \$25. for each additional day.

(b) More than one participant: for first day \$65. for first participant and \$15. for each additional participant. For each additional day—\$15. for each participant.

(2) For more than 20 instructional days: the Contractor shall submit a proposal including supporting cost and pricing data to the Contracting Officer for approval.

(d) The Contractor shall prepare and submit to the Office of International Training a nonobligating Project Implementation Order/Participant, form AID 1380-1, and Participant Biographical Data, form AID 1380-2, on all participants trained under this Contract, either in the United States or third country.

15. SOURCE REQUIREMENTS OF PROCUREMENT OF EQUIPMENT, VEHICLES, MATERIALS, SUPPLIES, AND SERVICES (DEC 1971)

(a) Except as may be specifically approved or directed in advance by the Contracting Officer, or as exempted in paragraph (d) below, the source of any procurement financed under 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. 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. In addition to the foregoing rule, a produced commodity will not be eligible for financing under this Contract if:

(1) It contains any component from countries other than free-world countries as described in AID Geographic Code 935; or

(2) It contains components which were imported into the country of production from such free-world countries other than authorized source 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 percent, or such other percentage as AID 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 AID).

(b) 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 AID, 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 AID Regional Technical Aid Centers.

(2) —Cooperating Country, identified, when applicable, by specific reference to the name and corresponding AID geographic code.

(3) 901 Limited Free World.

(4) 899 Free World.

(c) The Contractor shall purchase all English-language books, magazines, and other periodicals from the current AID contractors providing purchasing services of such material at discount prices; provided, however, that the Contractor may purchase books, magazines, or periodicals from other sources if the terms, price, delivery, and other factors considered, are as good as, or better than, those offered by the current AID contractors. The procedures to be followed, the name and address of the contractors, and pertinent provisions of the contracts are set forth in AID Manual Orders 1425.3, "Procedures for AID Procurement: Books", and 1425.3.1, "Procedures for AID Procurement: Magazines and Periodicals".

(d) Procurements in the cooperating country which are less than \$2,500.00, and are for materials (regularly available and normally sold on the local market) which are to be consumed or expended in the performance of this contract, are exempt from the conditions set forth above other than paragraph (a)(1). Such materials include, but are not limited to, raw and processed materials, parts, components, assemblies, small tools, and supplies.

16. SUBCONTRACTS AND PURCHASE ORDERS (NOV 1973)

(a) Subcontractors and/or vendors shall be selected on a competitive basis to the maximum practicable extent consistent with the obligations and requirements of the Contract. In no event shall any such subcontract or purchase order be on a cost-plus-a-percentage-of-cost basis.

(b) Unless authorized by the Schedule of this Contract, written approval by the Contracting Officer is required prior to the placement of any subcontract or purchase order which:

(1) Is for the purchase and/or lease of vehicles

(2) Is for the purchase of any equipment, material, or supplies in excess of \$2,500.00.

(3) Is written on a cost-reimbursement, time and material, or labor hour basis.

(4) Is for the furnishing of any of the work or services required by this Contract. For the purpose of this subparagraph (4), purchase of materials, supplies, equipment, and vehicles is not considered to be work or service required by this Contract (reference subparagraphs (1) and (2) for approval requirements on vehicles, materials, equipment, and supplies).

(c) The data to be furnished when submitting subcontracts or purchase orders for approval shall include as a minimum:

(1) A description of supplies or services being purchased.

(2) Identification of subcontractor or vendor and an explanation of how the proposed subcontractor was selected including the extent of competition obtained.

(3) Statement as to why the type of Contract (if other than firm fixed price) and the price/estimated cost are considered to be reasonable and in the best interest of the project.

(4) Subcontractor representations and certifications (i.e., Certificate of Cost or Pricing Data, etc.) as required by other provisions of this Contract.

(d) Contracting Officer approval obtained as required by this clause shall not be construed to constitute a determination of the allowability of any cost under this contract, unless such approval specifically provides that it constitutes a determination of the allowability of such cost.

17. GOVERNMENT PROPERTY

**(Cost-Reimbursement--Non-profit)
(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 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 and shall equitably adjust the estimated cost, fixed fee, or delivery or performance dates, or all of them, 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". 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 Contractor, shall equitably adjust the estimated cost, fixed fee, or delivery or performance dates, or all of them, and any other contractual provision affected by the return 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 the removal and shipping of property covered by such notice.

(2) In the event of any decrease in or substitution of property pursuant to paragraph (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 effected 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

(1) The Contractor shall not be liable for any loss of or damage to the Government property, or for expenses incidental to such loss or damage, except that the Contractor shall be responsible for any such loss or damage (including expenses incidental thereto):

(i) Which results from willful misconduct or lack of good faith on the part of any of the Contractor's directors or officers, or on the part of any of his managers, superintendents, or other equivalent representatives, who has supervision or direction of all or substantially all of the Contractor's business, or all or substantially all of the Contractor's operations at any one plant, laboratory, or separate location in which this Contract is being performed;

(ii) Which results from a failure on the part of the Contractor, due to the willful misconduct or lack of good faith on the part of any of

his directors, officers, or other representatives mentioned in (i) above, (A) to maintain and administer, in accordance with sound business practice, the program for maintenance, repair, protection, and preservation of Government property as required by (e) above or (B) to take all reasonable steps to comply with any appropriate written directions of the Contracting Officer under (e) above;

(iii) For which the Contractor is otherwise responsible under the express terms of the clause or clauses designated in the Schedule;

(iv) Which results from a risk expressly required to be insured under some other provision of this Contract, but only to the extent of the insurance so required to be procured and maintained, or to the extent of insurance actually procured and maintained, whichever is greater; or

(v) Which results from a risk which is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement; provided that, if more than one of the above exceptions shall be applicable in any case, the Contractor's liability under any one exception shall not be limited by any other exception.

(2) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance, or any provision for a reserve, covering the risk of loss of, or damage to, the Government property, except to the extent that the Government may have required the Contractor to carry such insurance under any other provision of this Contract.

(3) Upon the happening of loss or destruction of or damage to the Government property, the Contractor shall notify the Contracting Officer thereof, shall take all reasonable steps to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the Government property in the best possible order, and furnish to the Contracting Officer a statement of:

(i) the lost, destroyed, and damaged Government property;

(ii) the time and origin of the loss, destruction, or damage;

(iii) all known interests in commingled property of which the Government property is a part; and

(iv) the insurance, if any, covering any part of or interest in such commingled property. The Contractor shall make repairs and renovation of the damaged Government property or take such other action as the Contracting Officer directs.

(4) In the event the Contractor is indemnified, reimbursed, or otherwise compen-

sated for any loss or destruction of or damage to the Government property, he shall use the proceeds to repair, renovate, or replace the Government property involved, or shall credit such proceeds against the cost of the work covered by the Contract, or shall otherwise reimburse the Government, as directed by the Contracting Officer. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any such loss, destruction, or damage, and upon the request of the Contracting Officer, shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

(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) Disposition of Government Property

Upon completion or expiration of this Contract any Government property which has not been consumed in the performance of this Contract, or which has not been disposed of as provided for elsewhere in this clause, or for which the Contractor has not otherwise been relieved of responsibility, shall be disposed of in the same manner, and subject to the same procedures, as is provided in the clause of this Contract entitled "Termination for the Convenience of the Government" with respect to termination inventory. Pending final disposition of such property, the Contractor agrees to take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation thereof.

(i) Communications

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

**18. MATERIAL CHANGE IN CONDITIONS
(JUNE 1973)**

If the Contractor advises the Contracting Officer of a material change in the conditions which substantially interferes with or impedes the performance of the Contract in accordance with its terms or with sound professional standards, the parties will mutually consider appropriate action to be taken, which might include, but is not limited to, modification of the Contract or its termination in whole or part pursuant to the General Provisions clause of the Contract entitled "Termination for Convenience of the Government". Failure of the parties to agree on the existence of

such circumstances and consequent refusal of the Government to terminate after receipt of a specific written request to do so will be a dispute concerning a question of fact within the meaning of the General Provision clause of the Contract entitled "Disputes".

19. 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 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 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.

**20. TERMINATION FOR CONVENIENCE OF
THE GOVERNMENT (NOV 1973)**

(a) The performance of work under this Contract may be terminated, in whole or from time to time in part, by the Government whenever for any reason the Contracting Officer shall determine that such termination is in the best interest of the Government. Termination of work hereunder shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

(b) After receipt of the Notice of Termination, the Contractor shall cancel his outstanding commitments hereunder covering the procurement of materials, supplies, equipment, and miscellaneous items. In addition, the Contractor shall exercise all reasonable diligence to accomplish the cancellation or diversion of his outstanding commitments covering personal services and extending beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. With respect to such canceled commitments the Contractor agrees to (1) settle all outstanding liabilities and all claims arising out of such cancellation of commitments, with the approval or ratification of the Contracting Officer, to the extent he may require, which approval or ratification shall be final for all purposes of this clause, and (2) assign to the Government, in the manner, at the time, and to the extent directed by the Contracting Officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Government shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(c) The Contractor shall submit his termination claim to the Contracting Officer promptly after receipt of a Notice of Termination, but in no event later than 1 year from the effective date thereof, unless one or more extensions in writing are granted by the Contracting Officer upon written request of the Contractor within such 1-year period or authorized extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may, subject to any review required by the contracting agency's procedures in effect as of the date of execution of this Contract, determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

(d) Any determination of costs under paragraph (c) shall be governed by the contract cost principles and procedures in Subpart 1-15.3 of the Federal Procurement Regulations (41 CFR 1-15.3) in effect on the date of this Contract, except that, if the Contractor is not an educational institution, any costs claimed, agreed to, or determined pursuant to paragraphs (c) or (e) hereof shall be in accordance with Subpart 1-15.2 of the Federal Procurement Regulations (41 CFR 1-15.2) in effect on the date of this Contract.

(e) Subject to the provisions of paragraph (c) above, and subject to any review required by the contracting agency's procedures in effect as of

the date of execution of this Contract, the Contractor and the Contracting Officer may agree upon the whole, or any part of, the amount or amounts to be paid to the Contractor by reason of the termination under this clause, which amount or amounts may include any reasonable cancellation charges thereby incurred by the Contractor and any reasonable loss upon outstanding commitments for personal services which he is unable to cancel: *Provided, however*, That in connection with any outstanding commitments for personal services which the Contractor is unable to cancel, the Contractor shall have exercised reasonable diligence to divert such commitments to his other activities and operations. Any such agreement shall be embodied in an amendment to this Contract and the Contractor shall be paid the agreed amount.

(f) The Government may from time to time, under such terms and conditions as it may prescribe, make partial payments against costs incurred by the Contractor in connection with the terminated portion of this Contract, whenever, in the opinion of the Contracting Officer, the aggregate of such payments is within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this clause, such excess shall be payable by the Contractor to the Government upon demand: *Provided*, That if such excess is not so paid upon demand, interest thereon shall be payable by the Contractor to the Government at the rate of 6 percent per annum, beginning 30 days from the date of such demand.

(g) The Contractor agrees to transfer title to the Government and deliver in the manner, at the times, and to the extent, if any, directed by the Contracting Officer, such information and items which, if the contract had been completed, would have been required to be furnished to the Government, including:

(1) Completed or partially completed plans, drawings, and information; and

(2) Materials or equipment produced or in process or acquired in connection with the performance of the work terminated by the notice. Other than the above, any termination inventory resulting from the termination of the Contract may, with the written approval of the Contracting Officer, be sold or acquired by the Contractor under the conditions prescribed by and at a price or prices approved by the Contracting Officer. The proceeds of any such disposition shall be applied in reduction of any payments to be made by the Government to the Contractor under this Contract or shall otherwise be credited to the price or cost of work covered by this Contract or paid in such other manner as the

Contracting Officer may direct. Pending final disposition of property arising from the termination, the Contractor agrees to take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the Government has or may acquire an interest.

(h) Any disputes as to questions of fact which may arise hereunder shall be subject to the "Disputes" clause of this Contract.

(i) With regard to paragraph (e) above, in the event that this contract is terminated by AID or in the event that an employee's services are terminated by the Contractor at the request of AID for reasons other than misconduct, Contractor will be reimbursed for salary payments (excluding overseas incentive, differential and allowances, if any) to employees to the extent such payments are reasonable and to the extent Contractor is liable to make such payments under its agreements with such employees, subject to the following:

(1) The employee is not otherwise gainfully employed or, if gainfully employed, but at a lesser compensation, payments will be made to equalize the difference between such lesser compensation and the employee's salary (excluding overseas incentive, differential and allowances, if any); and

(2) Such payments shall not extend beyond the date the employee's contract would have expired, or 1 year from the date of the employee's termination, or the date on which this contract would have expired but for termination, whichever is earlier.

(3) Contractor agrees to exert its best efforts to minimize costs under this provision, including the expeditious return of its employees to their points of origin in order to facilitate the employee in locating gainful employment.

21. RIGHTS IN DATA AND PUBLICATION (JUNE 1973)

(a) Rights in Data

(1) The term "Data" as used herein includes writings, software, electronic or punch-card-stored data, models, sound recordings, pictorial reproductions, drawings, or other graphic representations, and works of any similar nature (whether or not copyrighted) which are developed or created in the course of the performance of this Contract, or from materials or information acquired as a result of this Contractor's activities hereunder. The term "Data" does not include financial reports, cost analyses, and other information incidental to contract administration. The term "software" means any computer programs with supporting documentation and specifications necessary to produce desired out-

puts. The term excludes programs supplied by the hardware manufacturer. The term "model" in this context means formal, analytic structures which describe certain interrelated aspects of economic, social, or political behavior. The complete model shall include supporting information and equations which describe and explain basic structure and assumptions.

"Subject Data" is Data which is specified to be delivered under this Contract.

(2) For copyright purposes, all Subject Data shall be the property of the Government. The Contractor agrees not to assert any rights at common law or equity in Subject Data, nor to establish any claim to statutory copyright therein.

(3) The Contractor shall be responsible for assuring that no copyrighted matter is included in Data furnished hereunder without the written permission of the copyright owner for the Government to use such copyrighted matter in the manner described in (4) below.

(4) The Contractor agrees to grant and does hereby grant to the Government and its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world to publish, translate, reproduce, deliver, perform, use, and dispose of, and to authorize others to do so, all Data, whether or not now or hereafter covered by copyright.

(5) 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.

(6) Paragraphs (3) and (4) above are not applicable to material furnished to the Contractor by the Government and incorporated into Data produced under the Contract, provided such incorporated material is identified by the Contractor at the time the Data is furnished to the Government.

(b) Publication of Data

(1) AID's policy with respect to publication, or release to parties other than those specifically authorized, of material gathered or developed under contracts with educational institutions is set forth in the Statement of Policy published in the *Federal Register* of May 14, 1973 (38 F.R. 12621), as revised. That policy is applicable to this Contract.

(2) Unless otherwise provided in the Schedule, and subject to AID's prepublication review as hereinafter set forth, no permission or authorization from AID will be required prior to publication, release, or reproduction of any Data.

(3) No one employed under this Contract will have access to classified material for performance of work under this Contract; however, if, in its prepublication review, AID should discover that any classified material has inadvertently been included in a contract manuscript, it will notify the contractor, who agrees that the identified material will not be published unless he can demonstrate that the material is available from unclassified sources.

(c) *Prepublication Review*

The Contractor agrees to allow AID the opportunity to review any Data intended for publication and provide comments thereon, and agrees to give serious consideration to such comments prior to publication. The Contractor shall deliver to AID a notice of intent to publish together with a copy of the proposed publication not later than the date of its submission to the publisher. AID reserves the right to disclaim endorsement of the opinions expressed in the proposed publication of Subject Data, and to dissociate itself from sponsorship or publication of any other Data. In the event AID exercises its right to disclaim or dissociate as aforesaid, the Contractor shall be so notified in writing by the Contracting Officer; such notice shall contain an appropriate statement of disclaimer or dissociation which shall be inserted in the publication.

(d) *Acknowledgements*

All publications shall acknowledge the contributions of the parties hereto, unless such acknowledgment is not desired by the contributing parties.

(e) *Copies*

In case of publication of any of the Data described hereinabove, a copy of such publication shall be supplied to the Contracting Officer at no cost to the Government.

(f) *Personnel Commitments*

The Contractor shall secure from all personnel engaged in the performance of this Contract commitments adequate to assure that the Contractor will be able to discharge its obligations under this "Rights in Data and Publication" clause.

**22. 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).

**23. NOTICE AND ASSISTANCE REGARDING
PATENT AND COPYRIGHT INFRINGEMENT
(MARCH 1973)**

(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.

**24. INSURANCE-LIABILITY TO THIRD PERSONS
(JUNE 1973)**

(a) The Contractor shall procure and thereafter maintain workmen's compensation, employer's liability, comprehensive general liability (bodily injury), and comprehensive automobile liability (bodily injury and property damage) insurance, with respect to performance under this Contract, and such other insurance as the Contracting Officer may from time to time require with respect to performance under this Contract; provided, that the Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; and provided further, that with respect to workmen's compensation the Contractor is qualified pursuant to appropriate statutory authority. All insurance required pursuant to the provisions of this paragraph shall be in such form, in such amounts, and for such periods of time, as the Contracting Officer may from time to time require or approve, and with insurers approved by the Contracting Officer.

(b) The contractor agrees, to the extent and in the manner required by the Contracting Officer, to submit for the approval of the Contracting Officer, any other insurance maintained by the Contractor in connection with the performance of this Contract and for which the Contractor seeks reimbursement hereunder.

(c) The Contractor shall be reimbursed:

(1) For the portion allocable to this Contract of the reasonable cost of insurance as re-

quired or approved pursuant to the provisions of this clause, and

(2) Without regard to and as an exception to the "Limitation of Costs" or the "Limitation of Funds" clause of the Contract, for liabilities to third persons for loss of or damage to property (other than property: (i) owned, occupied, or used by the Contractor or rented to the Contractor, or (ii) in the care, custody, or control of the Contractor), or for death or bodily injury, not compensated by insurance or otherwise, arising out of the performance of this Contract, whether or not caused by the negligence of the Contractor, his agents, servants, or employees, provided such liabilities are represented by final judgments or settlements approved in writing by the Government, and expenses incidental to such liabilities, except liabilities (I) for which the contractor is otherwise responsible under the express terms of the clause or clauses, if any, specified in the Schedule, or (II) with respect to which the Contractor has failed to insure as required or maintain insurance as approved by the Contracting Officer, or (III) which results from willful misconduct or lack of good faith on the part of any of the Contractor's directors or officers, or on the part of any of his managers, superintendents, or other equivalent representatives, who have supervision or direction of (A) all or substantially all of the Contractor's business, or (B) all or substantially all of the Contractor's operation at any one campus or separate location in which this Contract is being performed, or (C) a separate and complete institutional operation in connection with the performance of this Contract. The foregoing shall not restrict the right of the Contractor to be reimbursed for the cost of insurance maintained by the Contractor in connection with the performance of this Contract, other than insurance required to be submitted for approval or required to be procured and maintained pursuant to the provisions of this clause, provided such cost would constitute allowable cost under the clause of this Contract entitled "Allowable Cost and Payment".

(d) The Contractor shall give the Government or its representatives immediate notice of any suit or action filed, or prompt notice of any claim made, against the Contractor arising out of the performance of this Contract, the cost and expense of which may be reimbursable to the Contractor under the provisions of this Contract and the risk of which is then uninsured or in which the amount claimed exceeds the amount of coverage. The Contractor shall furnish immediately to the Government copies of all pertinent papers received by the Contractor. If the amount of the liability claimed exceeds the

amount of coverage, the Contractor shall authorize representatives of the Government to collaborate with counsel for the insurance carrier, if any, in settling or defending such claim. If the liability is not insured or covered by bond, the Contractor shall, if required by the Government, authorize representatives of the Government to settle or defend any such claim and to represent the Contractor in or take charge of any litigation in connection therewith; provided, however, that the Contractor may, at his own expense, be associated with the representatives of the Government in the settlement or defense of any such claim or litigation.

25. ASSIGNMENT OF CLAIMS (JUNE 1973)

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.

26. INSPECTION (JUNE 1973)

In order to assure continuous and cooperative planning and operations hereunder, Contractor shall encourage and permit AID or its authorized representatives, at all reasonable times, upon advance notice to visit the Contractor's facilities and to inspect the facilities, activities, and work pertinent to the Contract, either in the United States or abroad, and to interview personnel engaged in the performance of the Contract to the extent deemed necessary by AID.

27. 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 insure 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.

28. 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) To permit AID 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, Contractor shall, to the maximum extent possible, provide the following information to the Small Business Office, AID, Washington, D.C. 20523, at least 45 days prior to placing any order in excess of \$5,000, except where a shorter time is requested of, and granted by, the Small Business Office:

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

(2) Closing date for receiving quotations or bids;

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

29. 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.

30. 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.

31. OFFICIALS NOT TO BENEFIT (MARCH 1973)

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.

32. 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.

33. 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.

34. 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 which is owned by minority group members or, in case of publicly owned businesses, at least 51 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 representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

35. LISTING OF EMPLOYMENT OPENINGS (APRIL 1973)

(This clause is applicable pursuant to 41 CFR 50-250 if this Contract is for \$2,500 or more.)

(a) The Contractor agrees, in order to provide special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam era, that all suitable 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 in-

cluding those occurring at an establishment other than the one wherein the Contract is being performed but excluding those of independently operated corporate affiliates, shall be offered for listing at an appropriate local office of the State employment service system wherein the opening occurs and to provide such reports to such local office regarding employment openings and hires as may be required: *Provided*, That if this contract is for less than \$10,000 or if it is with a State or local government the reports set forth in paragraphs (c) and (d) are not 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 service or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. This listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in any statutes, executive orders, or regulations regarding nondiscrimination in employment.

(c) The reports required by paragraph (a) of this clause shall include, but not be limited to, periodic reports which 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 the State employment service. Such reports shall indicate for each establishment (i) the number of individuals who were hired during the reporting period, (ii) the number of those hired who were disabled veterans, and (iii) the number of those hired who were nondisabled veterans of the Vietnam era. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made under this Contract. 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 by 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 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 to the listing of employment openings which occur and are filed outside of the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(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 suitable 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. The term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include 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.

(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" means employment openings for which no consideration will be given to persons outside the Contractor's own organization (including any affiliates, subsidiaries, and parent companies), and includes any openings which the Contractor proposes to fill from regularly established "recall" or "rehire" lists.

(4) "Openings which the Contractor proposes * * * 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 of a special hiring arrangement, including openings which the Contractor proposes to fill from union

halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.

(5) "Disabled veteran" means a person entitled to disability compensation under laws administered by the Veterans Administration for a disability rated at 30 percentum or more, or a person whose discharge or release from active duty was for a disability incurred or aggravated in line of duty.

(6) "Veteran of the Vietnam era" means a person (A) who (i) served on active duty with the Armed Forces for a period of more than 180 days, any part of which occurred after August 5, 1964, and was discharged or released therefrom with other than a dishonorable discharge, or (ii) was discharged or released from active duty for service-connected disability if any part of such duty was performed after August 5, 1964, and (B) who was so discharged or released within the 48 months preceding his application for employment covered by this clause.

(h) If any disabled veteran or veteran of the Vietnam era believes that the Contractor (or any first-tier subcontractor) has failed or refuses to comply with the provisions of this Contract clause relating to giving special emphasis in employment to veterans, such veteran may file a complaint with the veterans' employment representative at a local State employment service office who will attempt to informally resolve the complaint and then refer the complaint with a report on the attempt to resolve the matter to the State office of the Veterans' Employment Service of the Department of Labor. Such complaint shall then be promptly referred through the Regional Manpower Administrator to the Secretary of Labor who shall investigate such complaint and shall take such action thereon as the facts and circumstances warrant consistent with the terms of this Contract and the laws and regulations applicable thereto.

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

36. PAYMENT OF INTEREST ON CONTRACTORS' CLAIMS (SEPT 1972)

(a) If an appeal is filed by the Contractor from a final decision of the Contracting Officer under the Disputes clause of this Contract, denying a claim arising under the Contract, simple interest on the amount of the claim finally determined owed by the Government shall be payable to the Contractor. Such interest shall be at the rate determined by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97, from the date the Contractor furnished to the Contracting Office his written appeal under the Disputes clause of this Contract, to the date of (1) a final judgment by a court of competent jurisdiction, or (2) mailing to the Contractor of a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a board of contract appeals.

(b) Notwithstanding paragraph (a) above, (1) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal, and (2) interest shall not be paid for any period of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing his remedies before a board of contract appeals or a court of competent jurisdiction.

37. 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 AID: 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 the 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.

ADDITIONAL GENERAL PROVISIONS

COST REIMBURSEMENT CONTRACT WITH AN EDUCATIONAL INSTITUTION

(Additional General Provisions for an Overseas Cost Reimbursement Contract with an Educational Institution are also attached, and except for the clauses omitted as specified on the preceding page, such Additional General Provisions are incorporated in this Contract.)

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1. DEFINITIONS (JUNE 1973)

(a) "Campus Personnel" shall mean representatives of the Contractor performing services under the Contract at the Contractor's home institution and shall include the Campus Coordinator.

(b) "Contractor's Chief of Party" shall mean the representative of the Contractor in the cooperating country who shall be responsible for supervision of the performance of all duties undertaken by the Contractor in the cooperating country.

(c) "Cooperating Country or Countries" shall mean a foreign country in which there is an AID assistance program or activity administered by AID in which services are to be rendered hereunder.

(d) "Cooperating Country National" shall mean an individual who is a citizen or resident of the cooperating country.

(e) "Cooperating Government" shall mean the government of the cooperating country.

(f) "Dependents" shall mean:

(1) Spouse;
(2) Children (including step and adopted children) who are unmarried and under 21 years of age or, regardless of age, are incapable of self-support;

(3) Parents (including step and legally adoptive parents), of the employee or of the spouse, when such parents are at least 51 percent dependent on the employee for support;

(4) Sisters and brothers (including step or adoptive sisters or brothers) of the employee,

or of the spouse, when such sisters and brothers are at least 51 percent dependent on the employee for support, unmarried and under 21 years of age, or, regardless of age, are incapable of self-support.

(g) "Local Currency" shall mean the currency of the cooperating country.

(h) "Mission" shall mean the United States AID Mission to, or principal AID office in, the cooperating country.

(i) "Mission Director" shall mean the principal officer in the Mission in the cooperating country or his designated representative.

(j) "Participants" shall mean nationals of the cooperating country brought to the United States or to third countries for training.

(k) "Regular Employee" shall mean a Contractor employee appointed to serve one year or more in the cooperating country.

(l) "Resident" shall mean an individual who has been physically present for 3 consecutive years, substantially uninterrupted, in a country.

(m) "Short-Term Employee" shall mean a Contractor employee appointed to serve less than one year in the cooperating country.

(n) "Third Country National" shall mean an individual who is neither a U.S. citizen, U.S. resident, or a cooperating country national.

(o) "Traveler" shall mean the Contractor's regular employees, dependents of the Contractor's regular employees, the Contractor's short-term employees, consultants, campus coordinator, or other professional personnel on its staff, prospective regular or short-term em-

ployees and spouses when attending personal interviews in accordance with the Contractor's normal practice in selecting its personnel, or other persons designated as travelers by the Contracting Officer or the Mission Director, as appropriate.

2. CONTRACTOR-MISSION RELATIONSHIPS (JUNE 1973)

(a) The Contractor acknowledges that this Contract is an important part of the United States Foreign Assistance Program and agrees that his operations and those of his employees in the cooperating country will be carried out in such a manner as to be fully commensurate with the responsibilities which this entails.

(b) The Mission Director is the chief representative of AID in the cooperating country. In this capacity, he is responsible for the total AID program in the cooperating country, including certain administrative responsibilities set forth in this Contract and for advising AID regarding the performance of the work under the Contract and its effect on the United States Foreign Assistance Program. Although the Contractor will be responsible for all professional, technical, and administrative details of the work called for by the Contract, he shall be under the guidance of the Mission Director in matters relating to foreign policy. The Chief of Party shall keep the Mission Director currently informed of the progress of the work under the Contract.

(c) It is understood by the parties that the Contractor's responsibilities shall not be restrictive of academic freedom. Notwithstanding these academic freedoms, the Contractor's employees, while in the cooperating country, are expected to show respect for its conventions, customs, and institutions; to abide by applicable laws and regulations; and not to interfere in its internal political affairs.

(d) In the event the conduct of any Contractor employee is not in accordance with the preceding paragraphs, the Contractor's Chief of Party shall consult with the Mission Director and the employee involved and shall recommend to the Contractor a course of action with regard to such employee.

(e) The parties recognize the right of the United States Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this Contract of any third country national or cooperating country national when, in the discretion of the Ambassador, the interests of the United States so require.

(f) If it is determined that the services of such employee shall be terminated, the Contractor shall use his best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.

3. PERSONNEL (NOV 1973)

(a) Clearance

(1) Individuals Engaged or Assigned Within the United States

The Contractor will obtain written notification from the Contracting Officer of cooperating country clearance of any employee sent outside the United States to perform duties under this contract.

(2) Individuals Engaged or Assigned When Outside the United States

No individual shall be engaged or assigned when outside the United States to perform work outside the United States under this contract unless authorized in the Schedule or otherwise approved by the Contracting Officer or Mission Director. However, when services are performed in the cooperating country on a casual or irregular basis or in an emergency, exception to this provision can be made in accordance with instructions or regulations established by the Mission Director.

(b) Duration of Appointments

(1) Regular employees will normally be appointed for a minimum of 2 years which period includes orientation (less language training) in the United States and authorized international travel under the Contract except:

(i) An appointment may be made for less than 2 years if the Contract has less than 2 years but more than 1 year to run; provided, that if the Contract is extended the appointment shall also be extended to the full 2 years. This provision shall be reflected in the employment agreement prior to employment under this Contract.

(ii) When a 2-year appointment is not required, appointment may be made for less than 2 years but in no event less than 1 year.

(iii) When the normal tour of duty established for AID personnel at a particular post is less than 2 years, then a normal appointment under this Contract may be of the same duration; or

(iv) When the Contractor is unable to make appointments of regular employees for a full 2 years, the Contractor may make appointments of less than 2 but not less than 1 year, provided that such appointment is approved by the Contracting Officer.

(2) Services required for less than 1 year will be considered short-term appointments and the employee will be considered a short-term employee.

(c) Employment of Dependents

If any person who is employed for services in the cooperating country under this Contract

is either (i) a dependent of an employee of the Government working in the cooperating country, or (ii) a dependent of a Contractor employee working under a contract with the Government in the cooperating country, such person shall continue to hold the status of a dependent and be entitled and subject to the Contract provisions which apply to dependents except as they apply to employees. He or she shall be entitled to salary for the time services are actually performed in the cooperating country, and differential and allowances as established by the Standardized Regulations (Government Civilians, Foreign Areas).

(d) Physical Fitness of Employees and Dependents

(1) Predeparture

For all employees (other than those hired in the cooperating country) and their authorized dependents, it shall be certified by a licensed doctor of medicine that in his opinion the employee is physically qualified to engage in the type of activity for which he is to be employed and that he and his dependents are physically able to reside in the country to which he is assigned. If the Contractor has no such medical certificate on file prior to the departure for the cooperating country of any employee or authorized dependent and such employee is unable to perform the type of activity for which he is employed and complete his tour of duty because of any physical disability (other than physical disability arising from an accident while employed under this Contract) or such authorized dependent is unable to reside in the cooperating country for at least 9 months or one-half the period, whichever is greater, of the related employee's initial tour of duty because of any physical disability (other than physical disability arising from an accident while a dependent under this Contract), the Contractor shall not be reimbursed for the return transportation of the physically disabled employee or dependent required to return because of such disability.

(2) End of Tour

The Contractor is authorized to provide its regular employees and dependents with physical examination within 60 days after completion of their regular tours of duty.

(3) Reimbursement for Medical Examination

The Contractor is encouraged to establish its own policy of pre- and post-tour medical examinations. As contribution, AID shall reimburse the Contractor for physical examinations authorized in paragraphs (1) and (2) above, not to exceed: (a) \$50 per examination

for the Contractor's employee and dependents 12 years of age and over, and (b) \$15 per examination for dependents under 12 years of age.

(c) Importation, Purchase, or Sale of Personal Property or Automobiles

To the extent permitted by the cooperating country laws and regulations, the importation, purchase, and sale of personal property or automobiles by Contractor employees and their dependents in the cooperating country shall be subject to the same limitations and prohibitions which apply to Mission employees and their dependents.

(f) Economic and Financial Activities

Other than work to be performed under this Contract for which an employee is assigned by the Contractor, no regular or short-term employee of the Contractor shall engage, directly or indirectly, either in his own name or in the name or through the agency of another person, in any business, profession, or occupation in the cooperating country or other foreign countries to which he is assigned, nor shall he make loans or investments to or in any business, profession, or occupation in the cooperating country or other foreign countries to which he is assigned.

4. PERSONNEL COMPENSATION (JUNE 1973)

(a) In addition to the guidelines set forth in the General Provision entitled "Personnel Compensation", and subject to the same reporting requirement, base salaries for personnel serving overseas may be increased by not more than an average of 10 percent of the annualized base salary (overseas incentive) for all persons serving under the Contract.

(b) The workweek for the Contractor's overseas employees should take into consideration local practices and, in collaboration with the Mission Director, shall be established to coincide with the workweek for those employees of the AID Mission and/or the cooperating country associated with the work of this Contract.

5. ORIENTATION AND LANGUAGE TRAINING (JUNE 1973)

(a) Regular employees shall receive a maximum of 2 weeks AID sponsored orientation before travel overseas. The dates of orientation shall be selected by the Contractor from the orientation schedule provided by AID.

(b) Participation in AID sponsored orientation in no way relieves the Contractor of his responsibility for assuring that all employees, regular and short-term, are properly oriented. As an addition to or substitution for AID sponsored

orientation for regular employees, the following types of orientation may be authorized taking into consideration specific job requirements, the employee's prior overseas experience, or unusual circumstances:

- (1) Modified orientation.
- (2) Language training, particularly when significant for operating capabilities.
- (3) Orientation and language training for regular employee's dependents.
- (4) Institution-sponsored orientation.
- (5) Orientation in all matters related to the administrative, logistical, and technical aspects of the employee's movement to, and tour of duty in, the cooperating country.

(c) Authorization for an additional or alternate orientation program, if any, shall be either set forth in the Schedule or provided in writing by the Contracting Officer.

(d) Travel expenses not to exceed one round trip from regular employee's residence to place of orientation and return will be reimbursed, pursuant to the General Provision of this Contract entitled "Travel Expenses". Allowable salary costs during the period of orientation are also reimbursable.

6. LEAVE AND HOLIDAYS (JUNE 1973)

(a) *Vacation Leave*

The Contractor may grant to his employees working overseas under this Contract vacations of reasonable duration in accordance with the Contractor's on-campus practice for his employees, but in no event shall such vacation leave be earned at a rate exceeding 26 workdays per annum. It is understood that vacation leave is provided under this Contract primarily for the purposes of affording necessary rest and recreation to regular employees during their tour of duty in the cooperating country and the Contractor will use his best efforts to arrange that earned vacation leave will be used for the above stated purpose during the tour of duty unless the interest of the project dictates otherwise. Lump-sum payment for vacation leave earned but not taken may be made at the end of an employee's service under the contract, provided that such lump-sum payment shall be limited to leave earned by the employee during a 12-month period (not to exceed 26 working days).

(b) *Sick Leave*

Sick leave is earned by regular and short-term employees in accordance with the Contractor's usual on-campus practice but not to exceed 13 workdays per annum or 4 hours every 2 weeks. Additional sick leave after use of accrued vacation leave may be advanced in accordance with Contractor's usual practice, if in

the judgment of the Contractor's Chief of Party it is determined that such additional leave is in the best interest of the project. In no event shall such additional leave exceed 30 days. The Contractor agrees to reimburse AID for leave used in excess of the amount earned during the employee's assignment under this Contract. Sick leave earned and unused at the end of a regular tour of duty may be carried over to an immediately succeeding tour of duty under this Contract. The taking of authorized home leave shall not constitute a break in service for the purpose of sick leave carry over. Contractor employees will not be compensated for unused sick leave at the completion of their duties under this Contract.

(c) *Home Leave*

(1) Home leave is leave earned for service abroad for use only in the United States, in the Commonwealth of Puerto Rico, or in the possessions of the United States.

(2) A regular employee who is a U.S. citizen or resident and has served at least 2 years overseas, as defined in paragraph (4) below, under this Contract, and has not taken more than 30 workdays leave (vacation, sick, or leave without pay) in the United States, may be granted home leave of not more than 15 calendar days for each such year of service overseas; provided, that such regular employees agree to return overseas upon completion of home leave under an additional 2 year appointment, or for such shorter period of not less than 1 year of overseas service under the Contract as the Mission Director may approve in advance. Home leave must be taken in the United States, the Commonwealth of Puerto Rico, or the possessions of the United States, and any days spent elsewhere will be charged to vacation leave or leave without pay.

(3) Notwithstanding the requirement in paragraph (2), immediately above, that the Contractor's regular employee must have served 2 years overseas under this Contract to be eligible for home leave, Contractor may grant advance home leave to such regular employee subject to all of the following conditions:

(i) Granting of advance home leave would in each case serve to advance the attainment of the objectives of this Contract;

(ii) The regular employee shall have served a minimum of 18 months in the cooperating country on his current tour of duty under this Contract; and

(iii) The regular employee shall have agreed to return to the cooperating country to serve out the remainder of his current tour of duty and an additional 2 year appointment under this Contract, or such other additional ap-

pointment of not less than 1 year of overseas service as the Mission Director may approve.

(4) The period of service overseas required under paragraph (c)(2), or paragraph (c)(3) above, shall include the actual days in orientation in the United States (less language training) and the actual days overseas beginning on the date of departure from the U.S. port of embarkation on international travel and continuing, inclusive of authorized delays en route, to the date of arrival at the U.S. port of debarkation from international travel. Allowable vacation and sick leave taken while overseas, but not leave without pay, shall be included in the required period of service overseas. An amount equal to the number of days of vacation and sick leave taken in the United States, the Commonwealth of Puerto Rico, or the possessions of the United States will be added to the required period of service overseas.

(5) Salary during travel to and from the United States for home leave will be limited to the time required for travel by the most expeditious air route. The Contractor will be responsible for reimbursing AID for salary payments made during home leave, if in spite of the undertaking of the new appointment, the regular employee, except for reasons beyond his control as determined by the Contracting Officer, does not return overseas and complete the additional required service. Unused home leave is not reimbursable under this Contract.

(6) To the extent deemed necessary by the Contractor, regular employees in the United States on home leave may be authorized to spend not more than 5 days in work status for consultation on-campus or at AID/Washington before returning to their post of duty. Consultation at locations other than AID/Washington or on-campus, as well as any time in excess of 5 days spent for consultation, must be approved by the Mission Director or the Contracting Officer.

(7) Except as provided in the Schedule or approved by the Mission Director or the Contracting Officer, home leave is not authorized for third-country nationals.

(d) Holidays

Holidays for Contractor employees serving overseas should take into consideration local practices and shall be established in collaboration with the Mission Director.

7. POST PRIVILEGES (NOV 1973)

(a) Health room services are generally available for Contractor employees at the post of duty. These services do not include hospitalization, or predeparture or end of tour medical examinations. The services do include such medications as may be available; immunizations and preventive health

measures; diagnostic examinations and advice; emergency treatment; and home visits as medically indicated.

(b) Privileges such as the use of APO, PX's, commissaries, and officer's clubs are established at posts abroad pursuant to agreements between the U.S. and cooperating governments. These facilities are intended for and usually limited to members of the official U.S. establishment including the Embassy, AID Mission, U.S. Information Service, and the Military. Normally, the agreements do not permit these facilities to be made available to nonofficial Americans. However, where available the Contractor will assist its employees and their dependents in obtaining access to these facilities.

8. DIFFERENTIAL AND ALLOWANCES (JUNE 1973)

(a) Post Differential

Post differential is an additional compensation for service at places in foreign areas where conditions of environment differ substantially from conditions of environment in the continental United States and warrant additional compensation as a recruitment and retention incentive.

In areas where post differential is paid to AID direct-hire employees post differential not to exceed the percentage of salary as is provided such AID employees in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 500, Post Differential (except the limitations contained to Section 552, "Ceiling on Payments"), Tables—Chapter 900, as from time to time amended, will be reimbursable hereunder for employees in respect to amounts earned during the time such employees actually spend overseas on work under this Contract. When such post differential is provided to Contractor employees, it shall be payable beginning on the date of arrival at the post of assignment and continue, including periods away from post on official business, until the close of business on the day of departure from post of assignment en route to the United States. Sick leave taken or vacation at or away from the post of assignment will not interrupt the continuity of the assignment or require a discontinuance of such post differential payments, provided such leave is not taken within the United States or the territories of the United States. Post differential will not be payable while the employee is away from his post of assignment for purposes of home leave. Short-term employees appointed to serve at least 90 days shall be entitled to post differential beginning with the 43rd day at post.

(b) Living Quarters Allowance

Living quarters allowance is an allowance granted to reimburse an employee for

substantially all of his costs for either temporary or residence quarters whenever Government-owned or Government-rented quarters are not provided to him at his post without charge. Such costs are those incurred for temporary lodging (temporary lodging allowance) or one unit of residence quarters (living quarters allowance), and include rent, plus any costs not included therein for heat, light, fuel, gas, electricity, and water. The temporary lodging allowance and the living quarters allowance are never both payable to an employee for the same period of time.

The Contractor will be reimbursed for payments made to employees for a living quarters allowance for rent and utilities if such facilities are not supplied. Such allowance shall not exceed the amount paid AID employees of equivalent rank in the cooperating country, in accordance with either the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 130, Living Quarters Allowances, as from time to time amended, or other rates approved by the Mission Director. Subject to the written approval of the Mission Director, short-term employees may be paid per diem (in lieu of living quarters allowance) at rates prescribed by the Standardized Government Travel Regulations, as from time to time amended, during the time such short-term employees spend at posts of duty in the cooperating country under this Contract. In authorizing such per diem rates, the Mission Director shall consider the particular circumstances involved with respect to each such short-term employee including the extent to which meals and/or lodging may be made available without charge or at nominal cost by an agency of the U.S. Government or of the cooperating government, and similar factors.

(c) Temporary Lodging Allowance

Temporary lodging allowance is a quarters allowance granted to an employee for the reasonable cost of temporary quarters incurred by the employee and his family for a period not in excess of (i) three months after first arrival at a new post in a foreign area or a period ending with the occupation of residence (permanent) quarters, if earlier, and (ii) 1 month immediately preceding final departure from the post subsequent to the necessary vacating of residence quarters.

The Contractor will be reimbursed for payments made to employees and authorized dependents for temporary lodging allowance, in lieu of living quarters allowance, not to exceed the amount set forth in the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 120, Temporary Lodging Allowance, as from time to time amended.

(d) Post Allowance

Post allowance is a cost-of-living allowance granted to an employee officially stationed at a post where the cost of living, exclusive of quarters costs, is substantially higher than in Washington, D.C.

The Contractor will be reimbursed for payments made to employees for post allowance not to exceed those paid AID employees in the cooperating country, in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 220, Post Allowance, as from time to time amended.

(e) Supplemental Post Allowance

Supplemental post allowance is a form of post allowance granted to an employee at his post when it is determined that assistance is necessary to defray extraordinary subsistence costs.

The Contractor will be reimbursed for payments made to employees for supplemental post allowance not to exceed the amount set forth in the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 230, Supplementary Post Allowance, as from time to time amended.

(f) Education Allowance

Education allowance is an allowance to assist an employee in meeting the extraordinary and necessary expenses, not otherwise compensated for, incurred by reason of his service in a foreign area in providing adequate elementary and secondary education for his children.

The Contractor will be reimbursed for payments made to regular employees for educational allowances for their dependent children in amounts not to exceed those set forth in the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 270, Education Allowance, as from time to time amended.

(g) Educational Travel

Educational travel is travel to and from a school in the United States for secondary education (in lieu of an education allowance) and for college education.

The Contractor will be reimbursed for payments made to regular employees for educational travel for their dependent children provided such payment does not exceed that which would be payable in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 280, Educational Travel, as from time to time amended. Educational travel shall not be authorized for regular employees whose assignment is less than 2 years.

(h) *Separate Maintenance Allowance*

Separate maintenance allowance is an allowance to assist an employee who is compelled, by reason of dangerous, notably unhealthful or excessively adverse living conditions at his post of assignment in a foreign area, or for the convenience of the Government, to meet the additional expense of maintaining his dependents elsewhere than at such post.

The Contractor will be reimbursed for payments made to regular employees for a separate maintenance allowance not to exceed that made to AID employees in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 260, Separate Maintenance Allowance, as from time to time amended.

(i) *Payments During Evacuation*

The Standardized Regulations (Government Civilians, Foreign Areas) provide the authority for efficient, orderly, and equitable procedure for the payment of compensation, post differential, and allowances in the event of an emergency evacuation of employees or their dependents, or both, from duty stations for military or other reasons or because of imminent danger to their lives.

If evacuation has been authorized by the Mission Director the Contractor will be reimbursed for payments made to employees and authorized dependents evacuated from their post of assignment in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 600, Advance Payments and Evacuation Payments, and the United States Standardized Government Travel Regulations, as from time to time amended.

9. TRAVEL EXPENSES (NOV 1973)

(a) *International Travel*

The Contractor shall be reimbursed for actual travel costs and travel allowances of travelers 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 employee's residence in the United States) to the 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 in the cooperating country to the employee's residence) upon completion of services by the individual. Such travel costs and travel allowances shall not be reimbursed in an amount greater than economy class commercially scheduled air travel by the most expeditious route, except as otherwise provided in paragraph (g) below, and unless economy air travel or economy air-travel space are not

available and the Contractor certifies to this in the voucher documents retained as part of his Contract records.

When travel is by economy-class accommodations, the Contractor will be reimbursed for the costs of transporting up to 22 pounds of accompanied personal baggage per traveler 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. If the cost of economy-class accommodations plus the cost of transporting 22 pounds of additional accompanied personal baggage equals or exceeds the cost of first-class accommodations, first-class accommodations may be used. Travel allowances for travelers shall not be in excess of 6 dollars per day for persons 11 years of age, or over, or 3 dollars per day for persons under 11 years of age, 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 of not to exceed 24 hours is allowable when the traveler 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 or is delayed for the convenience of the traveler. Per diem during such stopover shall be paid in accordance with the established practice of the Contractor but not to exceed the amounts stated in the Standardized Government Regulations, as from time to time amended.

(b) *Local Travel*

Reimbursement for local travel shall not be in excess of the rates established by the Mission Director for the travel costs of travelers in the cooperating country in connection with duties directly referable to the Contract. In the absence of such established rates, the Contractor shall be reimbursed for actual travel costs of travelers in the cooperating country, if not provided by the cooperating government or the Mission, in connection with duties directly referable to the Contract, including travel allowances at rates not in excess of those prescribed by the Standardized Government Travel Regulations, as from time to time amended.

(c) *Travel for Consultation*

The Contractor shall be reimbursed for the round trip of the Contractor's Chief of Party in the cooperating country or other designated Contractor employee or consultant in the cooperating country performing services required under this Contract, for travel from the cooperating country to the Contractor's campus in

the United States or to AID/Washington for consultation and return on occasions deemed necessary by the Contractor and approved in advance, in writing, by the Contracting Officer or the Mission Director.

(d) *Special International Travel and Third-Country Travel*

For special travel which advances the purpose of the contract, which is not otherwise provided by the cooperating government, and with the prior written approval of the Contracting Officer or the Mission Director, the Contractor shall be reimbursed for (i) the travel costs of travelers other than between the United States and the cooperating country and for local travel within other countries and (ii) travel allowance for travelers while in travel status and while performing services hereunder in such other countries at rates not in excess of those prescribed by the Standardized Government Travel Regulations, as amended.

(e) *Indirect Travel for Personal Convenience*

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. If such costs include fares for air or ocean travel by foreign-flag carriers, approval for indirect travel by such foreign-flag carriers 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.

(f) *Limitation on Travel by Dependents*

Travel costs and allowances will be allowed only for dependents of regular employees and such costs shall be reimbursed for travel from place of abode in the United States to assigned station in the cooperating country and return, only if dependent remains in the country for at least 9 months or one-half of the required tour of duty of the regular employee responsible for such dependent, whichever is greater.

If the dependent is eligible for educational travel pursuant to the General Provision entitled "Differential and Allowances", time spent away from post resulting from educational travel will be counted as time at post.

(g) *Delays En Route*

The Contractor may grant to travelers under this Contract reasonable delays en route, not circuitous in nature, while in travel status, caused by events beyond the control of such traveler or Contractor. It is understood that if

delay is caused by physical incapacitation, personnel shall be eligible for such sick leave as is provided under paragraph (b) of the clause of this Contract entitled "Leave and Holidays".

(h) *Travel by Privately Owned Automobile*

The Contractor shall be reimbursed for the cost of travel performed by a regular employee in his privately owned automobile at a rate not to exceed 12 cents per mile plus authorized per diem for the employee and for each of the authorized dependents traveling in the automobile, if the automobile is being driven to or from the cooperating country as authorized under the Contract; provided, that the total cost of the mileage and the per diem paid to all authorized travelers shall not exceed the total constructive cost of fare and normal per diem by all authorized travelers by (1) surface common carrier or (2) less-than-first-class air, whichever is the lesser.

(i) *Emergency and Irregular Travel and Transportation*

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

(1) The costs of going from post of duty in the cooperating country to the United States or other location for Contractor employees and dependents and returning to the post of duty, when the Contractor's Chief of Party makes a written determination that such travel is necessary for one of the reasons provided in (i) or (ii) below. (A copy of the written determination shall be furnished to the Contracting Officer.)

(i) Need for medical care beyond that available within the area to which the employee is assigned, or serious effect on physical or mental health if residence is continued at assigned post of duty, subject in either case, to the limitations stated in the provisions of this Contract entitled "Physical Fitness of Employee and Dependents".

(ii) Death, or serious illness or injury, of a member of the immediate family of the employee or the immediate family of the employee's spouse. "Serious illness or injury" is defined as one in which death is imminent or likely to occur as based on competent medical opinion; or one in which the absence of the employee or dependent would result in great personal hardship. "Immediate family" is defined as the mother or father of the employee or spouse, including stepparents or adoptive parents, the spouse of the employee, or children of the employee and/or spouse including stepchildren or adoptive children, regardless of age.

Ordinarily, only one member of a family may travel at contract expense on emergency

visitation travel. However, there may be exceptional circumstances, such as critical injury to a dependent child attending school outside the post of assignment which would require the presence of the employee and/or dependent(s). In such cases the limitations prescribed in this provision apply to each traveler; for example, if more than one person travels, the deductible described below applies to each traveler.

An employee or dependent is limited to one round trip for each serious illness or injury of each immediate family member.

Reimbursement to the Contractor for the cost of such travel shall be subject to a "deductible" (for each round trip) of \$100 if the employee's basic salary rate is less than the minimum scheduled rate for FSR-6 Agency personnel, or \$200 if the employee's annual salary is more than the aforesaid rate.

The employee will prepare and sign, prior to his or any dependent's departure from post for emergency visitation travel, a statement explaining the emergency for which travel expense is to be authorized, including the name, address, and relationship (to the employee or dependent) of the ailing or deceased family member. Requests for emergency travel may be granted at contract expense, less deductibles, only on the basis of certification by a licensed physician that (a) the medical condition of the patient is of such nature that, by customary practice of the medical profession in the locale where the condition is diagnosed or treated, it is considered such as to warrant the placement of the patient on the "critical list", or (b) the person has deceased. Where it is impracticable to provide a physician's statement prior to the travel, tentative approval for the travel may be granted by the Contractor's Chief of Party subject to a later furnishing of such certification.

Time away from post by the employee on emergency visitation travel, including travel time, is charged to vacation leave or leave without pay, as appropriate. No per diem, excess baggage, or unaccompanied baggage charges or other expenses, except the cost of transportation in connection with emergency travel, are authorized for reimbursement under the contract.

(2) When, for any reason, the Mission Director determines it is necessary to evacuate the Contractor's entire team (i.e., employees and dependents or dependents only), the Contractor will be reimbursed for actual travel and transportation expenses and travel allowance while en route, for the cost of the individuals going from post of duty in the cooperating country to the United States or other approved location. The return of such employees and dependents to the cooperating country may also be authorized by

the Mission Director when, in his discretion, he determines it is prudent to do so.

(3) The Mission Director may also authorize emergency or irregular travel and transportation in other situations, when in his opinion, the circumstances warrant such action. The authorization shall include the kind of leave to be used and appropriate restrictions as to time away from post, transportation of personal and/or household effects, etc. Requests for such emergency travel shall be submitted through the Contractor's Chief of Party.

(4) If a regular employee does not complete one full year at post of duty (except for reasons beyond his control), the costs of going to and from the post of duty, are not reimbursable hereunder. If the employee serves more than one year but less than the required service in the cooperating country (except for reasons beyond his control), the costs of going to the post of duty are reimbursable hereunder but the costs of going from post of duty to the United States or other location are not reimbursable under this contract.

(j) Home Leave Travel

The Contractor shall be reimbursed for the cost of travel performed by regular employees and dependents for purposes of home leave provided that such reimbursement does not exceed that authorized under the Uniform State/AID/USIA Foreign Service Travel Regulations.

(k) Rest and Recuperation Travel

The Contractor shall be reimbursed for the cost of travel performed by regular employees and dependents for purposes of rest and recuperation; provided that, such reimbursement does not exceed that authorized Mission employees; e.g., *required length of service at the post of assignment* unbroken by home leave and with payment of deductibles, and provided further, that no reimbursement will be made unless approval is given by the Contractor's Chief of Party.

(l) Use of U.S.-Flag Carriers

International air travel under this Contract shall be made on U.S.-flag carriers. Exceptions to this rule will be allowed in the following situations provided the Contractor supports the facts in the voucher or other documents retained as part of his Contract records to support his claim for reimbursement:

(i) Where a flight by a U.S. carrier does not operate, or if operating, is not scheduled to arrive in time, or where the departure time or routing would interfere with or prevent the satisfactory performance of official business.

(ii) Where a flight by a U.S. carrier is scheduled but does not have accommodations available when reservations are sought.

(iii) Where a scheduled flight by a U.S. carrier is delayed because of weather, mechanical, or other conditions to such an extent that use of a non-U.S. carrier is in the Government's interest.

(iv) Where the appropriate class of accommodations is available only on a non-U.S. carrier and the cost of transportation and related per diem is less than the cost of available accommodations of another class on a U.S. carrier and related per diem.

(v) Where payment for transportation can be made in trust funds or excess foreign currencies, provided no U.S. air carriers adequately serving the points of travel will accept the currency. This preferential use of foreign air carrier will also apply to near-excess foreign currencies.

10. TRANSPORTATION AND STORAGE EXPENSES (NOV 1973)

(a) *Transportation of Motor Vehicles, Personal Effects, and Household Goods*

Transportation, including packing and crating costs, will be paid for shipping from the point of origin in the United States (or other location as approved by the Contracting Officer) to post of duty in the cooperating country and return to point of origin in the United States (or other location as approved by the Contracting Officer) of:

- (1) One privately-owned vehicle for each regular employee,
- (2) Personal effects of travelers, and
- (3) Household goods of each regular employee not to exceed the following limitations:

	Basic Household Furniture not Supplied	Basic Household Furniture Supplied
Regular employee with dependents in cooperating country	7500 pounds net weight	2500 pounds net weight
Regular employee without dependents in cooperating country	4500 pounds net weight	1500 pounds net weight

The cost of transporting motor vehicles and household goods shall not exceed the cost of packing, crating, and transportation by surface. In the event that the carrier does not require boxing or crating of motor vehicles for shipment to the cooperating country, the cost of boxing or crating is not reimbursable. The transportation of a privately owned motor vehicle for a regular employee may be authorized by the Contractor, as replacement of the last such motor vehicle shipped under this Contract for such em-

ployee when the Mission Director or his designee determines in advance and so notifies the Contractor in writing, that the replacement is necessary for reasons not due to the negligence or malfeasance of the regular employee. The determination shall be made under the same rules and regulations that apply to Mission employees.

In addition to the weight allowance shown above for household effects, each regular employee and each authorized dependent may ship a maximum of 175 pounds gross weight of unaccompanied personal effects. This unaccompanied baggage may be shipped as air freight by the most direct route between authorized points of origin and destination regardless of the modes of travel used.

Unaccompanied baggage is considered to be those personal belongings needed by the traveler immediately upon arrival at destination. To permit the arrival of effects to coincide with the arrival of regular employees and dependents, consideration should be given to advance shipments of unaccompanied baggage.

The foregoing provision concerning "unaccompanied baggage" is also applicable to home leave travel. The foregoing provision concerning "unaccompanied baggage" is also applicable to short-term employees when these are authorized by the terms of this Contract.

(b) *Storage of Household Effects*

The cost of storage charges (including packing, crating, and drayage costs) in the United States of household goods of regular employees will be permitted in lieu of transportation of all or any part of such goods to the cooperating country under paragraph (a) above, provided that the total amount of household goods shipped to the cooperating country and stored in the United States shall not exceed 4,500 pounds net for each regular employee without dependents in the cooperating country and 7,500 pounds net for each regular employee with dependents in the cooperating country.

(c) *Limitation on Transportation*

(1) *International Air Transportation*

All international air shipments under this contract shall be made on U.S.-flag carriers unless shipment would, in the judgment of the Contractor, be delayed unreasonably awaiting a U.S. carrier either at point of origin or transshipment, provided that the Contractor certifies to the facts in the vouchers or other documents retained as part of the contract record to support his claim for reimbursement and for post audit by AID.

(2) *International Ocean Transportation*

All international ocean transportation of persons and things which is to be reimbursed in

U.S. dollars under this contract shall be by U.S. flag vessels to the extent they are available.

(i) *Transportation of Things*

Where U.S.-flag vessels are not available, or their use would result in a significant delay, the Contractor may obtain a release from this requirement from the Transportation Division, Agency for International Development, Washington, D.C. 20523, or the Mission Director, as appropriate, giving the basis for the request.

(ii) *Transportation of Persons*

Where U.S.-flag vessels are not available, or their use would result in a significant delay, the Contractor may obtain a release from this requirement from the Contracting Officer or the Mission Director, as appropriate.

(3) *Transportation of Foreign-Made Motor Vehicles*

Reimbursement of the costs of transporting a foreign (non-U.S.) made motor vehicle will be made in accordance with the provisions of the Uniform State/AID/USIA Foreign Service Travel Regulations, as from time to time amended.

(4) *Reduced Rates on U.S. Flag Carriers*

Reduced rates on United States Flag Carriers are in effect for shipments of household goods and personal effects of AID contract personnel. These reduced rates are available provided the shipper states on the bill of lading that the cargo is "Personnel property—not for resale—payment of freight charges are at U.S. Government (AID) expense and any special or diplomatic discounts accorded this type cargo are applicable." The Contractor will not be reimbursed for shipments of household goods or personal effects in amounts in excess of the reduced rates available in accordance with the foregoing.

11. INSPECTION TRIPS BY CONTRACTOR'S OFFICERS AND EXECUTIVES (JUNE 1973)

Provided it is approved by the Mission Director, the Contractor may send the Campus Coordinator, a professional member of his staff as an alternate to the Campus Coordinator, or such of his senior officials (e.g., President, Vice Presidents, Deans, or Department Heads) to the cooperating country as may be required to review the progress of the work under this Contract. Except for the Campus Coordinator or his alternate, no direct salary charges will be paid hereunder with respect to any such officials.

12. NOTICE OF CHANGES IN REGULATIONS (JUNE 1973)

Changes in travel, differential, and allowance regulations shall be effective on either the beginning of the Contractor's next pay period

following receipt of the notice or the effective date of such notice, whichever is later. Notice of changes shall be sent by the Contracting Officer or Mission Director pursuant to the clause of the General Provisions of this Contract entitled "Notices".

13. DOCUMENTATION FOR MISSION (JUNE 1973)

(a) When submitting U.S. Dollar Voucher Form, SF 1034, to the Paying Office listed on the cover page of this Contract, the Contractor shall at the same time airmail to the Mission Controller one copy of SF 1034a and fiscal report. The Mission Controller's copy shall be accompanied by one copy of vendor's invoice for all items of commodities, equipment, and supplies (except magazines, pamphlets, and newspapers) procured and shipped overseas and for which the cost is reimbursable under this Contract. (For items shipped from Contractor's stocks where vendors' invoices are not available, a copy of the documents used for posting to Contractor's account shall be furnished.)

(b) A separate and complete set of SF 1034 (original) and SF 1034a (three copies) representing expenditures of local-currency funds shall be sent directly to the cognizant Mission Controller. Documentation required in support of local currency expenditures shall be established by the cognizant Mission Controller.

14. CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY (DEC. 1970)

Upon arrival in the cooperating country, and from time to time as appropriate, the Contractor's Chief of Party shall consult with the Mission Director who shall provide, in writing, the procedure the Contractor and his employees shall follow in the conversion of U.S. dollars to local currency. This may include, but is not limited to the conversion of said currency through the cognizant U.S. Disbursing Officer or Mission Controller, as appropriate.

15. FACILITIES AND SERVICES TO BE ARRANGED BY AID (JUNE 1973)

(a) In order to assure full local benefits from the work as well as its expeditious conduct, AID agrees to arrange with appropriate authorities in the cooperating country for a clear assignment of responsibility to the appropriate officials for the development of this undertaking and a clear assignment of responsibilities to the Contractor.

(b) AID will arrange with the officials of the cooperating country to develop, to the extent permitted by their available resources, their own personnel, facilities, programs, and activities to permit the early and effective accomplishment of the objectives of the Contract.

**16. TITLE TO AND CARE OF PROPERTY
(AUG 1970)**

Delete the clause of the General Provisions entitled "Government Property" and insert the following:

(a) Except as modified by any other provisions of this Contract, title to all equipment, materials, and supplies, the cost of which is reimbursable to Contractor by AID or by the cooperating government, shall at all times be in the name of the cooperating government, or such public or private agency as the cooperating government may designate, unless title to specified types or classes of equipment is reserved to AID under provisions elsewhere in this contract; but all such property shall be under the custody and control of the Contractor until completion of work under this Contract or its termination, at which time custody and control shall be turned over to the owner of title or disposed of in accordance with its instructions. All performance guaranties and warranties obtained from suppliers shall be taken in the name of the title owner.

(b) Contractor shall prepare and establish a program, to be approved by the Mission, for the receipt, use, maintenance, protection, custody, and care of equipment, materials, and supplies for which it has custodial responsibility, including the establishment of reasonable controls to enforce such program.

(c) Within 90 days after completion of this Contract, or at such other date as may be fixed by the Contracting Officer, the Contractor shall submit an inventory schedule covering all items of equipment, materials, and supplies under his custody, title to which is in the cooperating government, which have not been consumed in the performance of this Contract. The Contractor shall also indicate what disposition has been made of such property.

17. MARKING (JUNE 1973)

Information regarding the implementation of AID's Marking Requirements with respect to shipments of commodities financed under this Contract shall be obtained from the Small Business Office, AID, Washington, D.C. 20523, before undertaking any procurement under this Contract.

**18. INSURANCE-WORKMEN'S COMPENSATION,
PRIVATE AUTOMOBILES, MARINE AND AIR
CARGO (DEC 1970)**

(a) Workmen's Compensation Insurance

(1) The Contractor shall provide and thereafter maintain workmen's compensation insurance as required by United States Public Law 208, 77th Congress, as amended (42 USC 1651, et seq.), with respect to and prior to the departure for

overseas employment under this Contract of all employees who are hired in the United States or who are American citizens or bona fide residents of the United States.

(2) The Contractor shall further provide for all employees who are nationals or permanent residents of the country in which services are being rendered, if the contract authorizes their employment, security for compensation benefits pursuant to the applicable law of such country or injury or death in the course of such employment, or in the absence of such law, employer's liability insurance. For all other authorized employees not hired in the United States or who are not American citizens or bona fide residents of the United States, Contractor shall provide the necessary employer's liability insurance.

(3) The Contractor agrees to insert the provisions of this Clause, including this paragraph (3), in all subcontracts or subordinate contracts exclusively for furnishing materials or supplies.

(4) The Contractor agrees, as evidence of compliance with (1), (2), and (3) above, to provide the Contracting Officer within a reasonable period of time after the effective date of this Contract with a copy of the actual insurance policy indicating the coverage provided for employees assigned by the Contractor to overseas employment under this Contract and the Contractor agrees to provide the Contracting Officer with a similar copy of the insurance policy within a reasonable time after each renewal of this coverage, so long as this Contract remains in effect. All such insurance policies shall be subject to the written approval of the Contracting Officer prior to reimbursement by AID to the Contractor of the costs thereof.

(5) The Contractor further agrees to provide the Contracting Officer with three copies of Department of Labor Form BEC-239-1 or US-240, "Certificate That Employer Has Secured Payment of Compensation", herein identified as a "Certificate of Compliance". The Contractor can obtain this Certificate from the insurance carrier through the Deputy Commissioner, Bureau of Employees' Compensation, Department of Labor, for appropriate Compensation District.

(b) Insurance on Private Automobiles

If Contractor or any of its employees or their dependents transport or cause to be transported (whether or not at Contractor expense) privately owned automobiles to the cooperating country, or they or any of them purchase an automobile within the cooperating country, Contractor agrees to make certain that all such automobiles during such ownership within the cooperating country will be covered by a paid-up insurance policy issued by a reliable company providing the fol-

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. 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 there-

of, before such automobiles are operated within the cooperating country. The premium costs for such insurance shall not be a reimbursable cost under this Contract.

(c) *Marine and Air Cargo Insurance*

Contractor may obtain cargo insurance on equipment, materials, and supplies procured under this Contract only after obtaining the prior written approval of the Contracting Officer.

3/2/77

File

March 24, 1977

PD-AAK-264-F1

3060091

(4)

ACTION MEMORANDUM FOR THE ACTING ASSISTANT ADMINISTRATOR, NE

FROM : NE/TECH, David I. Steinberg

SUBJECT: Elementary and Secondary Education (ESE) Project Paper
Revision and Congressional Notification, Afghanistan

Problem: The total estimated life of project budget for the Elementary and Secondary Education (ESE) project in Afghanistan has to be increased from \$19,376,000 to \$19,491,000.

Discussion: Started in 1952, the ESE project consisted of several sub-projects. This terminating project deals with one of the sub-projects, Curriculum and Textbooks. It began in 1966. Teacher's College Columbia University (TCCU) has been the contractor since the inception of the project. Two TCCU advisors (Materials Production/Distribution and Management Information Systems) presently in Kabul with the ESE project will be retained to help develop the follow-on Education Materials Processing project. The present TCCU contract expires on June 30, 1977 and will be extended until December 31, 1977, to cover contract expenses for the two advisors.

Recommendation: That you approve the increase in funds for the life of project and sign the attached Project Authorization and Request for Allotment of Funds, Part II, and the Advice of Program Change.

APPROVED /s/ Alfred D. White

DISAPPROVED _____

DATE MAR 25 1977

Attachments: (3)

1. Project Paper Revision No. 3
2. Project Authorization & Request for Allotment
3. Advice of Program Change

AGENCY FOR INTERNATIONAL DEVELOPMENT

PROJECT PAPER FACESHEET

1. TRANSACTION CODE

C A ADD
C CHANGE
D DELETE

PP

2 DOCUMENT CODE
3

3. COUNTRY ENTITY
AFGHANISTAN

4. DOCUMENT REVISION NUMBER

5. PROJECT NUMBER (7 digits)

6. BUREAU OFFICE
A. SYMBOL B. CODE

7. PROJECT TITLE (Maximum 40 characters)

8. ESTIMATED FY OF PROJECT COMPLETION
FY

9. ESTIMATED DATE OF OBLIGATION
A. INITIAL FY B. QUARTER
C. FINAL FY (Enter 1, 2, 3, or 4)

10. ESTIMATED COSTS (\$000 OR EQUIVALENT \$) -

A. FUNDING SOURCE	FIRST FY			LIFE OF PROJECT		
	B. FX	C. L/C	D. TOTAL	E. FX	F. L/C	G. TOTAL
AID APPROPRIATED TOTAL	822		822			19,491
GRANT	822		822			
LOAN						
OTHER U.S. 1.						
OTHER U.S. 2.					4,454	4,454
HOST COUNTRY						
OTHER DONOR(S)					4,454	23,945
TOTALS	822					

11. PROPOSED BUDGET APPROPRIATED FUNDS (\$000)

A. APPROPRIATION	B. PRIMARY PURPOSE CODE	PRIMARY TECH. CODE		E. 1ST FY <u>74</u>		H. 2ND FY <u>75</u>		K. 3RD FY <u>76</u>	
		C. GRANT	D. LOAN	F. GRANT	G. LOAN	J. GRANT	J. LOAN	L. GRANT	M. LOAN
(1)	629B	620		822		1,272		785	
(2)									
(3)									
(4)									
TOTALS				822		1,272		785	

12. IN-DEPTH EVALUATION SCHEDULED

MM YY
- - - -

A. APPROPRIATION	N. 4TH FY <u>70</u>		O. 5TH FY <u>77</u>		LIFE OF PROJECT	
	Q. GRANT	P. LOAN	R. GRANT	S. LOAN	T. GRANT	U. LOAN
(1)			115		19,491	
(2)						
(3)						
(4)						
TOTALS			115		19,491	

13. DATA CHANGE INDICATOR. WERE CHANGES MADE IN THE PID FACESHEET DATA, BLOCKS 12, 13, 14, OR 15 OR IN PAR FACESHEET DATA, BLOCK 12? IF YES, ATTACH CHANGED PID FACESHEET.

1952, consisted of several sub-projects. The project now deals only with one of the sub-projects, Curriculum and increased to enable project 1 - NO
2 - YES

The original project, begun in 1952, consisted of several sub-projects. The project now deals only with one of the sub-projects, Curriculum and increased to enable project 1. Textbooks dating from 1966. Funding is to be completed.

14. ORIGINATING OFFICE CLEARANCE

15. DATE DOCUMENT RECEIVED IN AID/W. OR FOR AID/W DOCUMENTS. DATE OF DISTRIBUTION

SIGNATURE *M. H.*
Marvin Hurley
TITLE **Education Advisor
NE/TECH**

DATE SIGNED
MM DD YY

MM DD YY
| | | | | |

AGENCY FOR INTERNATIONAL DEVELOPMENT
**PROJECT AUTHORIZATION AND REQUEST
 FOR ALLOTMENT OF FUNDS PART I**

1. TRANSACTION CODE

C A ADD
 C CHANGE
 D DELETE

PAF

2. DOCUMENT CODE
 5

3. COUNTRY ENTITY
 AFGHANISTAN

4. DOCUMENT REVISION NUMBER

5. PROJECT NUMBER (7 digits)

6. BUREAU OFFICE

A SYMBOL B CODE

7. PROJECT TITLE (Maximum 40 characters)

8. PROJECT APPROVAL DECISION

ACTION TAKEN

A A APPROVED
 D D DISAPPROVED
 DE DE DEAUTHORIZED

9. EST. PERIOD OF IMPLEMENTATION

YRS QTRS

10. APPROVED BUDGET AID APPROPRIATED FUNDS (\$000)

A. APPROPRIATION	B. PRIMARY PURPOSE CODE	PRIMARY TECH. CODE		E. 1ST FY <u>74</u>		H. 2ND FY <u>75</u>		K. 3RD FY <u>76</u>	
		C GRANT	D LOAN	F GRANT	G LOAN	I GRANT	J LOAN	L GRANT	M LOAN
(1)	629B	620	.	822		1,272		785	
(2)									
(3)									
(4)									
TOTALS				822		1,272		785	

A. APPROPRIATION	N. 4TH FY <u>70</u>		O. 5TH FY <u>77</u>		LIFE OF PROJECT		11. PROJECT FUNDING AUTHORIZED	
	Q GRANT	P LOAN	R GRANT	S LOAN	T GRANT	U LOAN	ENTER APPROPRIATE CODE(S) 1 LIFE OF PROJECT 2 INCREMENTAL LIFE OF PROJECT	
(1)	0		115		19,491		2	
(2)								
(3)								
(4)								
TOTALS		0	115		19,491		C PV PROJECT FUNDING AUTHORIZED THRU <input type="text" value="7"/> <input type="text" value="8"/>	

12. INITIAL PROJECT FUNDING ALLOTMENT REQUESTED (\$000)

A. APPROPRIATION	B. ALLOTMENT REQUEST NO. _____	
	C. GRANT	D. LOAN
(1)		
(2)		
(3)		
(4)		
TOTALS		

13. FUNDS RESERVED FOR ALLOTMENT

TYPED NAME (LAST, FIRST/INITIAL)

SIGNATURE

DATE

14. SOURCE/ORIGIN OF GOODS AND SERVICES

000 901 LOCAL OTHER _____

15. FOR AMENDMENTS. NATURE OF CHANGE PROPOSED

To extend two contract advisors for six months through December 1977, to complete implementation of this project and help design a follow-on project (Education Materials Processing).

(Begun in 1952, ESE project consisted of several sub-projects. This terminating project deals with curriculum and textbook sub-project started in 1966)

FOR PPC/PIAB USE ONLY

16. AUTHORIZING OFFICE SYMBOL

17. ACTION DATE

MM DD YY

18. ACTION REFERENCE

(Optional)

ACTION REFERENCE DATE

MM DD YY

**PROJECT AUTHORIZATION AND
REQUEST FOR ALLOTMENT OF FUNDS**

PART II

Name of Country: Afghanistan Name of Project: Elementary and
Secondary Education

Number of Project: 306-0091

Pursuant to Part 1, Chapter 1, Section 105 (Education and Human Resources) of the Foreign Assistance Act of 1961, as amended, I hereby authorize a Grant to Afghanistan the "Cooperating Country" of not to exceed One Hundred and Fifteen Thousand Dollars (\$115,000) (the "Authorized Amount") to help in financing certain foreign exchange costs of goods and services required for the project as described in the following paragraph.

The project consists of development and production of curricula, textbooks and teacher instructional guides and training for Afghans in curriculum development, text book writing and testing, and allied education subjects (hereinafter referred to as the Project).

The entire authorized amount will be obligated when the Project Agreement is executed.

I approve the total level of A.I.D. appropriated funding planned for this project of not to exceed Nineteen Million Four Hundred and Ninety One Thousand United States Dollars (\$19,491,000) including the funding authorized above during the period FY 74 through FY 77.

I hereby authorize the initiation of negotiation and execution of a Project Agreement by the officer to whom such authority has been delegated in accordance with A.I.D. Regulations and Delegations of Authority subject to the following essential terms and covenants and major conditions, together with such other terms and conditions as A.I.D. may deem appropriate:

(a) Source and Origin of Goods and Services

Goods and services financed by A.I.D. under the project shall have their source and origin in the United States or the Co-operating Country, except as A.I.D. may otherwise agree in writing.

/s/ Alfred D. White

Clearance:

NE/TECH:DSteinberg (sub) _____
NE/HENA:JKnoll (sub) _____
NE/DP:BLangmaid _____

GC/NE:JM11ler:Jab:3/16/77:28700

AGENCY FOR INTERNATIONAL DEVELOPMENT

ADVICE OF PROGRAM CHANGE

Date:

COUNTRY: Afghanistan
PROJECT TITLE: Elementary and Secondary Education
PROJECT NUMBER: 306-0091
FY 77 REFERENCE: Near East Programs, p. 18
INTENDED OBLIGATION: \$115,000

This is to advise that we intend to obligate \$115,000 in FY 1977 for the Elementary and Secondary Education (ESE) project. The FY 1977 Congressional Presentation did not propose funding for this project in FY 1977. The \$115,000 will fund contract expenses for two advisors for a six-month period ending December 1977. These advisors will remain in Afghanistan to complete implementation of this project and to help design a new follow-on project (Education Materials Processing--see FY 1978 Near East Programs, p. 36).

Attachment: Activity Data Sheet

GRANT ACTIVITY DATA

TITLE Elementary and Secondary Education	FUNDS Education and Human Resources Development	PROPOSED OBLIGATION (\$000)	
	PRIOR REFERENCE FY 1976 NESA Programs, p. 30	FY 77 115	SCHEDULED FINAL OBLIGATION FY: 1972 FY: 1977

Project Target and Course of Action: This project assists the Ministry of Education to upgrade and modernize its primary education curriculum. U.S. advisors assist in the development and production of curricula, textbooks and teachers instructional guides. The project also includes professional training for Afghans in curriculum development, textbook writing and testing, and allied education subjects.

Afghan specialists continue to receive on-the-job training. Forty-four Afghan participants have returned from training in the United States, 16 are continuing their studies abroad. Short-term training for a total of forty-three textbook illustrators, production technicians, and school teachers, has been completed in Iran.

By 1980 as many as 1,390,000 Afghan children will be using complete sets of new textbooks. The curriculum stresses health and hygiene and introduces a course in practical work aimed at improving individual productivity. In place of traditional rote learning, the new methods and materials encourage students to experiment, to question, and to seek ways to deal effectively with everyday problems. The Government of Afghanistan has recently enlarged the primary school system to include grades seven and eight.

FY 1977 Program: Funds are required to extend two Teachers College Columbia University (TCU) contract team members for 14 man-months.

Progress to Date: A Curriculum and Textbook Section has been established as an integral part of the Publications Department of the Ministry of Education; to complete the materials for grades one through eight, textbooks and teachers guides are planned. To date, 134 texts are being tested, have been printed or have been sent to the press.

BEST AVAILABLE DOCUMENT

U.S. DOLLAR COST (In Thousands)										PRINCIPAL CONTRACTORS/AGENCIES				
Through 6/30/71	Obligations	Expenditures	Unliquidated	Cost Components	OBLIGATIONS									
					Estimated FY 78			Estimated Transition Quarter			Proposed FY 77			
					Direct AID	Contract/Other Agency	Total	Direct AID	Contract/Other Agency		Total	Direct AID	Contract/Other Agency	Total
	18,401	17,856	745											
Estimated FY 78	777	768												
Estimated Through 6/30/78	19,376	13,624	752	U.S. Technicians Participants		602							115	115
Estimated Transition Quarter		Future Year Obligations	Estimated Total Cost	Contractors	30	144								
				Other Costs										
Proposed FY 77	115		19,491	Total Obligations	1		1							
					31	746	777						115	115

Teachers College - Columbia University

BEST AVAILABLE DOCUMENT

UNITED STATES DEPARTMENT OF STATE AGENCY FOR INTERNATIONAL DEVELOPMENT
 RELEASED BY THE DEPARTMENT OF THE ARMY
 MINISTRY OF EDUCATION

PD-4AK-264-61

300-11-31-70 **2** **5**
 1. PROJECT NO. **72-1111004**
 2. IS ORIGINAL OR REVISION NO. _____

GENERAL PROVISIONS ANNEX FOREIGN CURRENCY STANDARD PROVISIONS ANNEX
 SPECIAL PROVISIONS ANNEX SPECIAL LOAN PROVISIONS ANNEX

3. PROJECT/ACTIVITY TITLE
ELEMENTARY AND SECONDARY EDUCATION

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

GENERAL AGREEMENT FOR TECHNICAL COOPERATION DATE **2/1/51**

4. AID APPROPRIATION SYMBOL
72-1111004

ECONOMIC COOPERATION AGREEMENT DATE **6/23/56**

5. AID ALLOCATION SYMBOL
15L-50-306-00-69-11

Letter T.C. Program Agreement, as amended **6/30/53**

6. AID FINANCING	PREVIOUS TOTAL (A)	INCREASE (B)	DECREASE (C)	TOTAL TO DATE (D)
(a) Total		600,000		600,000
(b) Contract Services		590,000		590,000
(c) Contributions		10,000		10,000
(d) Other Funds		-		-
7. GOVERNING AGENCY FINANCING - DOLLAR EQUIVALENT (a) Total				
(b) Technical and other Services		(See Narrative)		
(c) Other Funds				
(d) Over Costs			X	X

8. Special Provisions (Use 24" Total Columns and 24" in Narrative)
 The purpose of this agreement is to continue the curriculum and textbook project jointly undertaken by the Royal Government of Afghanistan (RGA) through its Ministry of Education (MOE) and by the Government of the United States through its Agency for International Development (AID).

Approved: **21, 1970** Approved: **31, 1970**

 First Dy. Minister for Education 1/12/31/1970

BEST AVAILABLE DOCUMENT

UNIVERSITY MICROFILMS
SERIALS ACQUISITION
300 N ZEEB RD
ANN ARBOR MI 48106
SERIALS A

PROJECT ADMINISTRATION
MINISTRY OF EDUCATION
AFGHANISTAN

2008-11-001-101
PAGE 2 OF 8 PAGES
Original w
Revision No.
ESEA# 8
ELEMENTARY AND SECONDARY EDUCATION
Curriculum Development

1. Project Targets

The overall objective of this project is to develop and introduce a new curriculum for Afghanistan's Primary Schools. To accomplish this overall objective seven specific targets have been established:

1. To develop a modern primary school curriculum structure (i.e., values, goals and objectives) which is responsive to the development needs of Afghanistan and to the life experience of Afghan youth.
2. To establish in the MOE a functional unit capable of the continuous updating of the curriculum structure (e.g., research and adjustment of goals and objectives as needed).
3. To prepare, write and test pertinent primary textbooks based on the new curriculum structure for immediate introduction into primary schools as the materials are approved and distributed and in accordance with the schedule in the Annex entitled Materials Production Schedule.
4. To establish the capability in the MOE by project completion for the preparation and revision of school textbooks and teaching materials as indicated in Target 3 on a continuing basis.
5. To upgrade the publication and printing services in the Ministry of Education to enable the efficient, timely and economic design and manufacture of textbooks and materials.
6. To assist in upgrading the textbook distribution system in the MOE to a capability sufficient to meet the Ministry's increased requirements in this project.
7. To develop and conduct pre-service and in-service training programs for primary teachers in the use of the new texts and materials.

The primary curriculum unit will be responsible for continuing curriculum development for Afghanistan's primary schools. Also it will continue the preparation and/or revision of modern primary textbooks with teachers guides and provide professional leadership including in-service teacher training in launching the utilization of these materials in primary schools, in cooperation with the MOE's Teacher Training Department.

For the Concerning Government or Agency		For the Agency for International Development	
SIGNATURE _____	DATE _____	SIGNATURE _____	DATE _____
TITLE _____		TITLE _____	

27 1971

II. Course of Action

Project Activities - The successful introduction of new texts and instructional materials into Afghanistan's primary schools requires five major capabilities that must be activated in the preparation and utilization of each text and manual.

1. Materials Preparation - curriculum design and development, scheduling, text writing, translating, testing in trial schools and revision.
2. Publishing - Book design, graphic art illustration, editing, proofing and scheduling.
3. Production - the economic, efficient and timely printing and binding of millions of copies of completed manuscripts.
4. Distribution - the systematic movement of these books from press to classroom with the retention of adequate copies for replacement needs.
5. Utilization - the effective and appropriate use of texts and materials throughout the school system by means of pre-service and in-service training of teachers and school officials.

Progress to Date - To date this project has concentrated primarily on the first activity (i. e., materials preparation) with the following major accomplishments: curriculum goals and design have been developed and approved, a permanent curriculum textbook unit has been established in the MOE, the training of Afghans to staff this unit has begun, a program for preparing and producing pupil texts and teachers manuals has been outlined by the Afghan and American specialists and staff of the curriculum and textbook unit in the MOE, and a successful start has been made in writing and testing these new materials. For example, six books in Health have been prepared and tested in trail schools and will be ready for production by January 1, 1971. Six additional Health books will be ready for production by June 30, 1971.

Curriculum Schedule - The curriculum program calls for the preparation of 176 texts and manuals (88 in Dari and 88 in Pashto) for all primary subjects and grades. These books will be prepared and introduced into Afghan Primary Schools following a general plan of introducing the materials progressively as the pupils advance in grade. Every attempt will be made to accelerate the program where possible to enable an introduction of the curriculum materials at the earliest possible

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1971
FY 1971
MINIST A

MINISTRY OF EDUCATION
AFGHANISTAN

306-11-690-001
ESE# 8
ELEMENTARY AND SECONDARY EDUCATION
Curriculum-Textbook

PAGE 1 OF 8 PAGES
Date of Issue
Revision No.

data. Thus the MOE, the USAID/A and the Contractor are currently involved in a review of the program to determine ways to accelerate it within the limits of the MOE's writing, publishing, printing and staffing capabilities and within the availability of USAID/A resources. This **joint** review will be completed by April 1, 1971.

For optimal effectiveness precise coordination of all five project activities must be achieved. An adequate staff in the Ministry of Education will be maintained to continue the materials preparation and publication activities. The production facilities of the education press are to be increased to meet the additional requirements of this project. Paper and printing supplies are to be supplied when needed to avoid delays in publication. An adequate textbook warehousing and **distribution system** is to be developed and continued. Also, in-service and pre-service teacher training programs will be developed and implemented to ensure that the next texts and materials will be of optimum value to the primary students for whom the materials are to be prepared. (See Section IV RGA Contributions concerning specific actions.)

III. U.S. Contribution

A. Personnel

USAID will continue to provide regular and short term technicians and consultants in such fields as Social Studies, Health, Practical Works, Language Arts, Mathematics, Physical and Biological Sciences, Publications, Graphic Arts, Materials and Research. Approximately 18 persons will be employed by the USAID for this activity.

B. Commodities

AID will continue to supply selected reference books, office equipment, test materials, paper and writing supplies as required to enhance the effectiveness of U.S. technicians.

C. Participants

Funds included in this Project Agreement are for the continuation of contract participants already in training. New participants in FY 71 will be provided for under an amendment to this Project Agreement as soon as the question of the payment for participants' international travel is resolved by the RGA and USAID.

For the Government of Afghanistan

For the Agency for International Development

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

PROGRAM
CONTRIBUTION
BUREAU
FY 1971
ANNEX A

MINISTRY OF EDUCATION

2. Department No.
ESE# 8

Original or

Revision No.

ROYAL
GOVERNMENT OF
AFGHANISTAN

3. PROGRAM/TITLE
ELEMENTARY AND BOUNDARY EDUCATION
Curriculum Textbook

D. Other Costs

Regional and invitational travel and locally procured supplies and equipment as required will be provided at the time of determination.

IV RGA Contributions

1. Personnel

During FY 1971, the MOE will provide the following technical and professional staff for the curriculum and textbook program:

- a. Continue the services of 19 Afghan curriculum specialists, including a director and one editor.
- b. Fill 8 new Afghan curriculum specialists positions by January 1, 1971. (This has been accomplished as of December 1, 1971)
- c. Continue the services of 11 Afghan technical staff (e.g., typists, calligraphers, translators, artists, etc.) and provide one additional temporary typist to be employed when needed to assist in meeting particular manuscript deadlines and other shifting workloads.
- d. Fill 2 new positions (i.e. publication specialist and graphic arts) with competent Afghans to coincide with the arrival of the U.S. Publication Specialist in January 1971 and the Graphic Arts Specialist in April 1971. Additional positions may become required in an accelerated schedule.

2. Fourth Five Year Plan and the Curriculum - Textbooks Project 1350 Budget and

In its Fourth Five Year Plan, the RGA will include support--funds, and materials--required for the continuation and necessary expansion of curriculum and textbook development begun under this project. If the project is to be successful, this support is likely to require larger amounts than are available for such purposes in prior years.

For the Cooperating Government or Agency

For the Agency (or International Organization)

SIGNATURE _____ DATE _____
TITLE _____

SIGNATURE _____ DATE _____
TITLE _____

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INFORMATION
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FY 1971
PAGE A

MINISTRY OF EDUCATION

REPUBLIC OF AFGHANISTAN

ESE# 8

ELEMENTARY AND SECONDARY EDUCATION
Curriculum Textbook

IV. RCA Contribution: (contd)

3. Manuscript Preparation:

In the curriculum review to be conducted during January through March, 1971, the MOE, USAID/A and the contractor will seek to determine ways that are professionally advisable and logistically feasible to enhance the total curriculum project. One specific aim will be to prepare and adopt an accelerated time phased writing and printing schedule by April 1, 1971 that carefully coordinated with all other project activities and is consonant with project resources. Manuscripts are now being written, tested, edited, published and printed following a three-year plan in some subjects and two-year plan in others. In both instances decisions must be made by the MOE in advance to enable precise coordination of printing, distribution and in-service teacher training activities. Also the MOE will make sure that adequate personnel and other resources are available to implement either writing plan that is adopted.

4. Printing and Distribution of Textbooks:

A. The MOE will provide the resources for the printing, binding and distribution of all texts and materials during FY 1971. This will require approximately 70 tons of paper by January 1971 to print the grade V and VI Health texts and manuals. Also approximately 80 tons of paper will be needed by September 1971 for printing new texts in Language Arts, Math, Social Studies and Practical Works in early FY 1972. Thus by January 1971 the MOE will make available from its existing stock the 70 tons for the Health books and will order by February 1971 the additional 80 tons to be available by September 1971.

B. The MOE will develop and implement an effective system for warehousing and distributing new texts and materials to Primary Schools in a timely manner that is coordinated with the printing and teacher training schedules. The new Health books will be delivered to schools by September 1, 1971.

5. Teacher Training:

The MOE will develop and coordinate pre-service and in-service teacher training programs to prepare primary teachers and school officials for the effective utilization of new texts and materials as they are introduced into primary schools. The first requirement will be to plan and conduct these activities prior to the introduction of the Health texts and manuals in September 1971.

For the Contracting Government or Agency

For the Agency Representative

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

TITLE

TITLE

DATE: _____ BY: _____ TITLE: _____	THE MINISTRY OF EDUCATION AFGHANISTAN	300-11 690-092 HSEH 2	Page 1 of 1 Original
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6. General Project Support

- a. The MOE will continue to provide office space, suitable working areas, a library, basic office furnishings and supplies to support the Afghan and U.S. project personnel.
- b. The MOE will provide a permanent status for project staff members which is consistent with the importance of the project in the total development of education in Afghanistan.
- c. The MOE will provide qualified and experienced candidates for participant training; and upon completion of the training, they will be assigned, to the extent possible, to positions for which they were trained.
- d. The MOE will provide travel funds for travel within Afghanistan by Afghan project personnel.
- e. The MOE will elicit and coordinate the assistance of other government agencies, national and provincial, as well as foreign governments and agencies as needed in meeting the objectives of this project.
- f. The MOE steering committee composed of U.S. and RJA personnel will continue to give basic guidance and leadership to the project.

7. STANDARD PROVISIONS FOR THE IMPORTATION OF COMMODITIES

FOR OCEAN SHIPMENT: Clearing, handling and onforwarding of commodities shall be provided by AID from supplier's Delivery Point, i.e., designated ocean port to S.O.S. RJA-provided vehicle at the USAID Terminal Delivery Point nearest the project site, i.e., Peshawar or Chaman, Pakistan; Meshed, Iran, or such other locations outside Afghanistan as USAID and RJA may jointly establish as an appropriate USAID Terminal Delivery Point for AID-financed surface shipments. Shipments will be made via Pakistan unless otherwise mutually agreed.

FOR OCEAN-AIR SHIPMENTS: Clearing, handling and onforwarding of commodities from Supplier's Delivery Point, for ocean-air shipments via Beirut, Lebanon, i.e., Beirut, Lebanon to USAID Terminal Delivery Points; i.e., appropriate airports in Afghanistan, shall be financed by USAID.

DATE: _____	SIGNATURE: _____
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PROJID
COMMUNICATIONS
UNIT
FY 1971
10000

ROYAL GOVERNMENT OF AFGHANISTAN
MINISTRY OF EDUCATION
10000

Original or
Reproduction No.
MINISTRY OF EDUCATION

7. STANDARD PROVISIONS: (contd)

The Royal Government of Afghanistan undertakes to accept delivery of commodities at any of the above mentioned USAID Terminal Delivery Points within the free period and will provide and pay onward transportation and all other charges to Ultimate Destination, Afghanistan. The USAID similarly undertakes to so schedule shipments to Terminal Delivery Points at a rate commensurate with RGA capability for supplying onward transportation.

MAINTENANCE OF COMMODITY RECORDS: The recipient Ministry/Agency will prepare and issue reports for all commodities furnished under this project which are titled with the Royal Government of Afghanistan within ten days after receipt of those commodities and will maintain necessary records to ensure proper control and use of the commodities for their intended purpose. These records will be maintained in English and AID personnel will be granted ready access to them upon request.

SOURCE REQUIREMENT FOR COMMODITY PROCUREMENT: Authorized source of procurement for all commodities covered under this Project Agreement will be United States only. Any procurement required to be made from non-U.S. sources shall be financed by the Royal Government of Afghanistan.

For the Cooperating Government or Agency

For the Agency for International Development

DATE:

SIGNATURE: DATE: TITLE:

FINAL CLEARANCE RECORD

A. IDENTIFICATION

1. Project Name: THE REVIVAL AND RECONSTRUCTION OF EDUCATION IN GUINEA
 2. Project No: 303-11-100 200 3. Period of operations to be covered: _____
 4. USAID Project Manager: Dr. Whittel by ProAg: Shel 3/72
 5. Division: Education 6. Proag No: ESB 28

B. CLEARANCES

	<u>DRAFT DATE</u>	<u>FINAL DATE</u>
USAID Project Manager	<u>12/10</u>	<u>12/16</u>
RGA Project Officer	<u>X</u>	<u>X</u>
Division Chief	<u>12/12</u>	<u>12/16</u>
Program Office Liaison	<u>12/16</u>	<u>12/17</u>
Training Office	<u>12/19</u>	<u>12/19</u>
AD/DP	<u>12/14/70</u>	<u>12/31/70</u>
CO	<u>12/16</u>	<u>12/16</u>
PEAS	<u>12/14/70</u>	<u>12/14/70</u>
Supply Advisor	<u>12/16</u>	<u>12/16</u>
AD/M	<u>12/14/70</u>	<u>12/14/70</u>
Director	<u>12/19</u>	<u>X</u>
Other RGA	<u>X</u>	<u>M.A.T.S.</u>
Other RGA	<u>X</u>	<u>23/12/70</u> <u>X</u>

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT
KABUL, AFGHANISTAN

SUBJECT: Delayed Commodity Procurement of FY 71 Funds

PROJECT: Elementary and Secondary Education

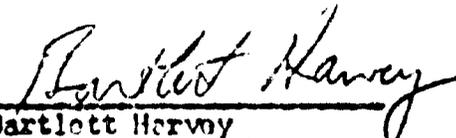
NUMBER: 306-11-690-091

Under authority of M.O. 712.4, Section III A.3a, a waiver is hereby granted for the delayed procurement of Commodities in the amount of \$3,313.

The waiver is required in order to reserve funds for purchase of test materials and other necessary supplies, because the plans and decisions for project activities requiring these commodities have not been finalized in the Ministry of Education.

This amount will be supported by PIO/Cs or necessary purchase orders within six months from the date of this Project Agreement.

Approved


Bartlett Harvey
Director, USAID/Afghanistan

Dates

December 31, 1971