

CERTIFIED TRUE COPY

CONTRACT BETWEEN THE

SIGNED A. Luciani

UNITED STATES OF AMERICA

EFFECTIVE DATE 1/1/72

and

512-11-770-  
122.11

UNIVERSITY OF CONNECTICUT

PIO/T 512-122.11-3-10192;	512-122.14-3-20114
Allotment No. 195-50-512-00-69-11;	295-50-512-00-69-21
Appropriation No. 72-1111010;	72-1121010

This contract is made and entered into between the Government of the United States of America, represented by the Agency for International Development (hereafter referred to as AID) and University of Connecticut (hereafter referred to as Contractor), an educational institution chartered by the State of Connecticut with its principal office in Storrs, Connecticut.

WHEREAS, the Contractor is willing and able to render technical assistance requested by the Government of Brazil (hereafter referred to as the Cooperating Country) under agreements between said government and the Government of the United States of America.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE. The Contractor agrees to use its best efforts to render technical advice and assistance to the cooperating country as more specifically provided for in Appendix B, "Operational Plan", attached hereto and made a part hereof. Contractor will develop in consultation with the United States operations mission (hereafter referred to as Mission) as soon as practicable, but not later than 30 days after arrival in the cooperating country, a detailed work program to implement the project, which work program will be subject to review from time to time as considered necessary by the Mission or the Contractor.

II. CONDITIONS GOVERNING OPERATIONS

- A. It is understood that the services provided in the cooperating country are an integral part of the United States technical assistance program and will be performed under the general policy guidance of the Mission Director. The Contractor will be responsible for all professional and technical details of the contract and shall keep the Mission Director currently informed of the progress of the project.
- B. Activities under this contract shall be governed by the "Standard Provisions" set forth in Appendix A, the "Approved Budget" set forth in Appendix C, and the "Special Provisions" contained in Appendix D, all of which are attached hereto and made a part hereof.

III. FINANCING The Contractor will be reimbursed for the costs incurred by it in performing services hereunder in accordance with the applicable provisions of Appendix A and Appendix D, subject to the following limitations made in respect thereto:

A. Total AID commitment subject to limitations \$15,431  
expressed in Appendix C

IV. TERM The contract shall be effective on January 1, 1972 and the services to be rendered and the right to incur obligations hereunder shall continue until June 30, 1972 unless previously terminated in accordance with the provisions set forth in Appendix A.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year last specified below.

NAME OF CONTRACTOR  
UNIVERSITY OF CONNECTICUT  
BY *E. V. Gant*  
DATE OF SIGNATURE 12/29/71  
TYPED NAME E. V. Gant  
TITLE Provost

UNITED STATES OF AMERICA  
AGENCY FOR INTERNATIONAL DEVELOPMENT  
BY *S. D. Heishman*  
DATE OF SIGNATURE 1/6/72  
TYPED NAME S. D. Heishman  
TITLE Contracting Officer

APPENDIX B - OPERATIONAL PLAN

A. OBJECTIVE

To assist the Superintendency for the Development of the Northeast (SUDENE) in carrying out a technical assistance program (1) to improve the capacity of eight NE Training Centers to deliver services; (2) to establish a reservoir of trained and effective administrators to support development projects, and (3) to foster the improvement of public administration procedures by closely coordinating training programs aimed at meeting Northeast Brazil's needs for qualified public servants.

B. SCOPE OF TECHNICAL SERVICES

The Contractor will provide assistance in the form of one Training Administration Expert who will do the following:

- 1) Work jointly with SUDENE's Public Administration and Training Divisions, and with technicians from eight recently organized NE Brazil Public Administration Training Centers, to improve the Center's organizational framework, to plan course curriculum and to develop training techniques and methods.
- 2) Provide guidance and assistance to USAID/NE as to possible modifications in its ongoing Public Administration participant training activities so as to better orient them to municipal, state and regional needs.
- 3) Assist USAID/NE in the evaluation of Public Administration trainers now in the field and in selection of the best participants for future training.
- 4) Carry out follow-up work to assure that returnee's newly acquired skills are fully utilized in training of new trainers.
- 5) The Contractor agent shall work with SUDENE and the Training Centers but receive guidance from the Chief of Public Administration at USAID/Brazil/NE.

C. PERSONNEL

One Training Administration Expert for period of approximately six (6) months.

D. REPORTS

The Contractor shall submit upon completion of the work, reports on the training activities of eight training centers in the Northeast. Such reports shall be submitted within thirty (30) days after completion of the field assignment to the following:

USAID/NE - 20 copies.  
AID/W - 5 copies.

APPENDIX C - APPROVED BUDGET

<u>Line Item No.</u>	Firm Budget From: 1/1/72 To: 6/30/72
1. Salaries	\$ 6,403
2. Allowances	2,440
3. Travel and Transportation	1,103
4. Other Direct Costs	1,900
5. Overhead	2,369
6. Fringe Benefits	1,216
Grand Total	<u>\$15,431</u>

Special Provisions

1. The firm budget represents the total funds authorized to be expended by the Contractor during the period indicated. 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%, without obtaining approval of the Contracting Officer.

APPENDIX D - SPECIAL PROVISIONS

I. OVERHEAD

Pursuant to Article XXII of Appendix A - Standard Provisions, the Contractor shall be reimbursed for indirect costs (overhead) at the provisional off-campus rate of 37%. These rates are to be applied to direct salaries and wages including vacation, holiday, and sick pay; but excluding other fringe benefits.

II. LOGISTIC SUPPORT

The following services will be furnished to the Contractor in kind by the USAID and the Cooperating Country:

By USAID

- a) office space
- b) office equipment
- c) furniture
- d) household equipment

By the Cooperating Country

- a) office space
- b) office equipment
- c) transportation in the Cooperating Country

PX, Commissary and APO privileges will be granted in accordance with prevailing regulations.

**III. EQUAL OPPORTUNITY**

Delete Clause XII "Non-Discrimination", of Appendix A, Standard Provisions of University Contract in its entirety and insert the following in lieu thereof:

**"XII. EQUAL OPPORTUNITY**

(The following clause is applicable unless this contract is exempt under the rules, regulations and relevant orders of the Secretary of Labor. See 41 Code of Federal Regulations, Chapter 60, as implemented in Federal Procurement Regulations, Section 1-12.804).

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

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not 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 nondiscrimination 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 Section 202 of Executive Order No. 11246 of September 24, 1965, 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 nondiscrimination clause of this Contract or with any of the said rules, regulations, or orders, this contract may be cancelled, 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 orders 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."

#### IV. SALARIES

Article XVII - Salaries of Appendix A is modified as follows:

1. Paragraph B. 1(b) (2) is changed to read as follows:

(2) For personnel to serve overseas, by not more than an average of 10% of the salary as calculated by one of the following two methods for all persons serving under the contract:

(i) by annualizing the base salary in cases where the Contractor's salary scale is based on less than twelve months' service a year, or

(ii) by using the individual's highest yearly earnings (salary at University and outside professional or consulting services) for professional services during any one of the three years next preceding his employment under the contract.

2. The following Section E is added:

E. The Contractor may provide for longevity and merit increments in accordance with his normal practice for all personnel appointed under the contract.

#### V. LUMP SUM PAYMENT FOR ACCRUED LEAVE

Reference Appendix A (University Contract), Paragraph II.G.1 add the following thereto:

"Notwithstanding any other provisions of this contract, vacation leave accrued and unused as of the time an employee completes his final service in the Cooperating Country may not be used to continue the employee in salary status but such leave shall be settled by lump-sum payment. No indirect costs (overhead) shall be payable by A.I.D. on lump-sum settlements for vacation leave earned but not taken."

#### VI. NEGOTIATION AUTHORITY

This contract is entered into pursuant to the authority of the Foreign Assistance Act of 1961, as amended, and Executive Order No. 11223.