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AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) RATING PAGE OF PAGES 1 / 84

2. CONTRACT (Proc. Ident.) NO. 306-0212-C-00-2044-00

3. EFFECTIVE DATE July 1, 1992

4. ACQUISITION/PURCHASE REQUEST/PROJECT NO. 306-0212-3-20030

5. ISSUED BY CODE U/CC:JAM

Contracting Officer
USAID/Islamabad
Department of State
Washington, DC 20523

6. ADMINISTERED BY (If other than Item 5) CODE

Clearance:
1. A/REP: JTucker: *[Signature]* 2 June 92
2. FM: RDeBruce: *[Signature]*

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)

The Academy for Educational Development (AED)
1255, 23rd Street, N.W.
Washington, DC 20037
Ph. 202-862-1900
Telex: 197601 ACADED WSH
Fax: 202-862-1947

8. DELIVERY CODE

FOB ORIGIN OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES (6 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM 12

11. SHIP TO/MARK FOR FACILITY CODE

TIN: 13-611-0212

12. PAYMENT WILL BE MADE BY CODE O/FM

Controller
Office of Financial Management,
USAID/Islamabad, PAKISTAN

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

10 U.S.C. 2304(c)(1) 41 U.S.C. 253(c)(1)

14. ACCOUNTING AND APPROPRIATION DATA
APP: 72-112/31021 BPC: FDH2-92-27306-KG13
72-112/31021 HDE2-92-27306-KG13

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	SEE ATTACHED	Base	\$ 781,669	12,478,449	\$5,737,404
		Option Yr 1	185,431	2,023,987	1,894,136
		Option Yr 2	194,724	2,021,934	1,890,814
Total Estimated Cost:			1,161,844	16,524,370	9,522,354

15G. TOTAL AMOUNT OF CONTRACT \$

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17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth in or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and lists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)
[Signature]
Stephen Moseley, AED

19B. NAME OF CONTRACTOR

19C. DATE SIGNED
6/3/92

20A. NAME OF CONTRACTING OFFICER
Marilyn B. Buchan, Contracting Officer

20B. UNITED STATES OF AMERICA
BY *[Signature]*
Marilyn B. Buchan (Signature of Contracting Officer)

20C. DATE SIGNED
June 3, 1992

PART I
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

The Contractor shall, except as otherwise specifically stated herein, furnish all necessary facilities, materials and personnel and shall perform all services necessary to carry out the scope of work identified in Section C.

B.1. ESTIMATED COST, LIMITATION OF FUNDS, AND FIXED FEE

- a. The total estimated cost for Technical Assistance, exclusive of the Fixed Fee, is as follows:

1) Base Period:	\$5,680,598
2) Option Yr 1:	1,875,382
3) Option Yr 2:	<u>1,872,093</u>
TOTAL:	<u>\$9,428,073</u>

The Fixed Fee is as follows:

1) Base Period:	\$ 56,806
2) Option Yr 1:	18,754
3) Option Yr 2:	<u>18,721</u>
TOTAL:	<u>\$ 94,281</u>

- b. This contract is incrementally funded. The amount of funds presently available and obligated under this contract, by major line item, are limited to:

(1) Technical Assistance:	\$1,000,000
(2) Logistical Support*:	200,000
(3) Program Costs:	<u>987,000</u>
TOTAL AMOUNT OBLIGATED:	<u>\$2,187,000.</u>

*\$40,000 of the logistical support funds are reserved exclusively for an audit of expenditures made under this contract. The audit will be initiated by A.I.D.

The Contractor shall not exceed any of these amounts, unless approved in writing by the Contracting Officer as provided in the clause of this contract entitled "Limitation of Funds."

- c. The amount obligated to this contract is expected to support contract performance through August 1, 1992.

- d. Additional funds up to the total estimated amount of the contract may be obligated by A.I.D., subject to the availability of funds.

B.2. BUDGET

a. The following itemized budget sets forth the fixed fee and estimates for reimbursement of dollar costs for individual line items of cost. Without the prior written approval of the Contracting Officer, the Contractor may not exceed the total estimated cost set forth in the budget hereunder. Without the prior written approval of the A.I.D. Contracting Officer (which must be retained by the Contractor for audit purposes), the Contractor may not exceed the estimated dollar cost for any individual line item of cost under the Technical Assistance Heading, shown below by more than (fifteen) 15% of such line item, except for indirect costs (e.g. overhead, G&A), which are governed by the Articles entitled "Establishment of Indirect Cost Rates" and "Advance Understanding on Ceiling Indirect Cost Rates and Final Reimbursement for Indirect Costs". The Fee, Logistical Support and Program line items are fixed.

b. Itemized Budget

BASE PERIOD OPTION YR 1 OPTION YR 2

I. TECHNICAL ASSISTANCE:

1. Salaries & Wages	\$1,736,198	\$661,484	\$690,383
2. Fringe Benefits	336,763	124,232	129,232
3. Consultants	124,840	45,840	48,136
4. Travel & Transportation	341,902	112,310	65,417
5. Allowances	335,870	123,711	128,644
6. Subcontracting	1,833,746	460,527	463,494
7. Overhead	785,650	290,974	288,405
8. G&A	55,012	13,816	13,905
9. Other Direct Costs	<u>130,617</u>	<u>42,488</u>	<u>44,477</u>
Subtotal:	\$ 5,680,598	\$1,875,382	\$1,872,093
10. FEE	<u>56,806</u>	<u>18,754</u>	<u>18,721</u>
Total T.A. plus Fixed Fee:	\$ 5,737,404	\$ 1,894,136	\$1,890,814

II. LOGISTIC SUPPORT:	781,669	185,451	194,724
III. PROGRAM:	<u>12,478,449</u>	<u>2,023,987</u>	<u>2,021,934</u>
IV. TOTAL ESTIMATED COST:	<u>\$18,997,522</u>	<u>\$4,103,574</u>	<u>\$4,107,472</u>

c. Definitions

1. Technical Assistance

Technical Assistance is defined as the total personnel costs for providing the expertise required to perform the scope of work. It includes home office support costs, the full support of the direct-hire field staff, long- and short-term, consultants, as well as locally hired expatriate, Pakistani, or Afghan staff who work primarily for the technical assistance contractor. This includes local rupee costs to be paid out by the contractor to their field office staff. It also includes items such as education allowances, R&R, and other costs

associated with maintaining the long-term staff at post. All travel costs of long and short-term staff shall be charged under the Technical Assistance line item.

2. Logistical Support

The Logistical Support in Islamabad, Peshawar and Quetta is being provided through an agreement with the USAID/Pakistan Mission. Such costs as expended will be billed to this contract line item.

3. Program Costs

The Technical Assistance and Logistical Support categories do not differ from standard USAID Mission procedures worldwide. However, the use of a third category, Program Costs, is perhaps unique to the O/AID/Rep owing to the lack of a host country government and the project support normally provided by such a government. Costs of support for created counterpart organizations, such as the counterpart organization staff and offices, and teachers inside Afghanistan and in Pakistan, are regarded as Program Cost line items. Preparation costs for books, training-related commodities purchased, transport costs, and monitoring costs are considered to be program expenditures. The principal distinction between local hires (Afghan, Pakistani, or expatriate) is whether they work for the contractor or work for the counterpart organization. Normally any expatriate or Pakistani employee will be considered to be under the Technical Assistance Line Item. Afghan staff employed directly by the contractor will also be considered under the Technical Assistance Line Item if the primary working relationship is with the contractor. When the primary relationship is that of a counterpart Afghan agency, the staff shall be charged as the program Line Item.

- d. The Contractor agrees to furnish data which the Contracting Officer may request on costs expended or accrued under this contract in support of the budget information provided herein.

B.3. INDIRECT COSTS

A. ESTABLISHMENT OF INDIRECT COST RATES

Pursuant to the provisions of the clause of this contract entitled "Allowable Cost and Payment", a rate or rates shall be established for each of the Contractor's accounting periods which apply to this contract. Pending establishment of revised provisional or final indirect cost rates for each of the Contractor's accounting periods which apply to this contract, provisional payments on account of allowable indirect costs shall be made on the basis of the following negotiated provisional rate(s) applied to the base(s) which are set forth below:

<u>Type of Rate</u>	<u>Provisional Rate</u>	<u>Base</u>	<u>Period</u>
Overhead	29.5%	Direct costs excluding cost of subcontracts, equipment, educational post differential, housing allowance & participant expenses	Until Amended
G&A	3.0%	Subcontract expenses only	Until Amended

B. ADVANCE UNDERSTANDING ON CEILING INDIRECT COST RATES AND FINAL REIMBURSEMENT FOR INDIRECT COSTS.

(1) Notwithstanding any other provisions of this contract to the contrary, for each of the Contractor's accounting periods during the term of this contract, including subsequent extensions, the parties agree as follows:

The distribution base for establishment of final overhead rates is Direct costs excluding cost of subcontracts, equipment, educational post differential, housing allowance & participant expenses.

The distribution base for establishment of final G&A rates is subcontract expenses only.

(2) The Contractor shall make no change in its established method of classifying or allocating indirect costs without the prior written approval of the Contracting Officer.

(3) Reimbursement for indirect costs shall be at final negotiated rates, but not in excess of the following ceiling rates:

<u>Type of Rate</u>	<u>Provisional Rate</u>	<u>Base</u>	<u>Period</u>
Overhead	32%	Direct costs excluding cost of subcontracts, equipment, educational post differential, housing allowance & participant expenses	Life of Contract
G&A	4.0%	Subcontract expenses only	Life of Contract

(4) The Government shall not be obligated to pay any additional amount on account of indirect costs above the ceiling rates established herein.

(5) This advance understanding shall not change any monetary ceiling, cost limitation, or obligation established in this contract.

B.4. COSTS REIMBURSABLE AND LOGISTIC SUPPORT TO THE CONTRACTOR

A. United States Dollar Cost

The United States dollar costs allowable under this contract shall be limited to reasonable, allocable, and necessary costs determined in accordance with the clauses of this contract entitled "Allowable Cost and Payment" and "Fixed Fee," as well as any specific limitations specified in this contract.

B. Fixed Fee

At the time of each payment to the Contractor on account of allowable dollar costs for technical assistance activities, the Contractor shall be paid a dollar amount which is in the same ratio to the total fixed fee as the related payment being made on account of allowable technical assistance dollars costs is to the total estimated cost for the Technical Assistance line item of the Budget; however, whenever in the opinion of the Contracting Officer such payment would result in a percentage of fee in excess of the percentage of work completion, further payment of fee may be suspended until the Contractor has made sufficient progress to justify further payment of fee up to the agreed ratio. After payment of eighty-five percent (85%) of the total fixed fee, the provisions of the clause of this contract entitled "Fixed Fee (FAR 52.216-8)" shall be followed.

C. Logistical Support and Services Available

Logistical support and services will be provided by A.I.D. in accordance with the current Embassy and Mission policies. **The Contractor agrees to accept any changes caused by a change in these policies.**

(1) Services at the time of contract signing which are available for Long Term Expatriate employees include:

Office space, Housing, Household Furniture (including some appliances), Miscellaneous Services such as Visa Support and other Administrative Assistance.

(2) Services available for Off Shore Hired, U.S. Citizen employees include:

Use of the U.S. Embassy medical facilities in Islamabad, including services of a regional physician, nurse and health room, for immunization, diagnostic examinations, emergency treatment on a fee basis; and Membership in the United States Government Employees Association (USGEA) commissary and recreation facilities, subject to the rules of the Association.

- (3) The cost of logistical support provided by the Mission is included in the "Logistical Support" line item in the budget of this contract and will be charged directly to the contract by the Mission. The Contracting Officer may issue instructions to the Contractor to obtain specific logistical support items on its own. The Contractor will be authorized to obtain and pay for these items and request reimbursement through the logistical support line item of the budget. The documentation for such costs shall be on such forms and in such manner as the Mission shall prescribe.

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SECTION - C SCHEDULE & STATEMENT OF WORK

I. BACKGROUND

A. Statement of Need - The successful rehabilitation of the Afghan nation in the post-war period will require trained professionals to set direction and provide leadership as well as skilled labor to rebuild infrastructure and deliver critical social services. The existing human resource base in Afghanistan, while always weak, has been further decimated by the effects of the war and is woefully inadequate to meet these reconstruction needs. The war caused the flight from the country of much of the skilled labor force that had been developed prior to 1979. Many trained Afghans who remained were killed or suffered debilitating injuries. In addition, the hostilities interrupted formal and apprentice training for an entire generation of Afghans. The aim of the new Human Resources Development ("HRD") project is to provide training at various levels of sophistication in a range of skill areas directly relevant to reconstruction and rehabilitation needs of Afghanistan.

B. History of Training Activities

1. General - The Office of the A.I.D. Representative for Afghan Affairs ("O/AID/Rep") has, from the beginning, supported various training activities for Afghans. Many of these activities were designed to impart the skills necessary to implement the various sectoral projects supported by O/AID/Rep, such as the teacher training activities carried out under the Education Sector Support Project ("ESSP"), the training of health care workers under the Health Sector Support Project, and the training of Afghans in the operation and maintenance of construction equipment under the Commodity Export Program ("CEP"). Certain other training activities were carried out under the ESSP which were designed to develop skills that, although not directly relevant to any of the sectoral projects, were deemed critical to the needs of the Afghan nation. For example, a manpower training program was initiated under which trade and office skills training courses are conducted in Peshawar and Quetta.

2. Overview of Training Activities - The training programs carried out under the sectoral projects of O/AID/Rep include the following:

a. Scholarship Programs - Under two different programs carried out under the ESSP, 105 Afghans have been enrolled in U.S. colleges and universities as of September, 1991. Those sponsored under the Afghan Scholarship Program received one year of undergraduate non-degree training. Under the Weber Scholarship Program, a cooperative program with U.S. institutions,

participants receive two years of education for finishing either a bachelor's or master's degree program. Under the Weber program, the O/AID/Rep generally finances the student stipends, transportation to and from the U.S., books, and participant monitoring. The participating college or university contributes the cost of tuition, and often room and board.

- b. Manpower Training Program ("MTP") - This program, also carried out under the ESSP, provides instruction and practical experience in trade and office skills. Six month courses in masonry, carpentry, electricity, plumbing, steel works, and welding are offered in Peshawar and Quetta. Courses in office management and basic accounting are offered in Peshawar. As of September, 1991, 592 students had graduated from the courses in Peshawar (315 from trade courses and 277 from offices skills courses) and 249 had graduated from the more recently established trade skills courses in Quetta. An office skills course for women was recently established in Peshawar.
- c. Afghan Technical Training Center ("ATTC") - The Afghan Construction and Logistics Unit ("ACLU"), which is supported under the CEP, established the ATTC to train Afghans in the operation and maintenance of vehicles and construction equipment. As of August 1991, 100 equipment operators, 30 drilling and blasting specialists, 14 welders, and 52 diesel mechanics had been trained at the ATTC. The activities of the ATTC were recently merged into the MTP conducted under the ESSP.
- d. Construction-Related Training for Afghanistan ("CRTA") - The O/AID/Rep is the principal donor for this program, which is conducted by the International Rescue Committee. Funding is provided under the O/AID/Rep PVO Support Project. CRTA offers nine month, eighteen month, and thirty-six month civil engineering courses, as well as refresher training for degree engineers.
- e. Training for Women - under the democratic pluralism component of the PVO Support Project, the O/AID/Rep has supported many training activities specifically geared toward women. Literate women are trained in public administration, health education, and English language skills. Illiterate women are taught income-generating skills, such as knitting and sewing, along with courses in reading, writing, and numeracy.

- f. Health Care Training - through the Health Sector Support and the PVO Support Projects, several thousand basic and mid-level health workers have been trained along with scores of technicians. Doctors and nurses have been given refresher training.
- g. Teacher Training - under the ESSP, hundreds of teachers working in schools inside Afghanistan have received training in the field of primary education. A women's teacher training program for refugee schools has been established in Peshawar.
- h. Agricultural Training - under the Agriculture Sector Support Project, extension agents and farmers are trained in improved agricultural techniques and the use of farm machinery. Agricultural engineers and associated technicians are trained in rural infrastructure construction and project planning.

C. Rationale for HRD Project

Pulling together selected training activities under the umbrella of one project will have many benefits. Having a centralized training program will allow a more focused approach to the assessment of the training needs of the Afghan nation and a more coordinated approach to the provision of training. Establishing a visible point of contact for training activities within O/AID/Rep will facilitate better coordination with other donors and will enable program designers to achieve synergies by planning an integrated and sequenced series of training courses to encourage the efficient use of training personnel. The conduct of training activities within one organizational unit will allow an evenhanded and systematic evaluation of training programs. Sectoral projects will continue in-house, or on-the-job training, but the proposed project will handle the difficult administrative arrangements involved in sending Afghans abroad to study under sectoral project funding. The new project will also institute training initiatives outside the sectoral projects but necessary for reconstruction.

II. STATEMENT OF GOALS AND PURPOSE

The purpose of this project is to design and implement training programs which will impart to Afghans the skills required to successfully plan and carry out the rehabilitation and development of the Afghan nation in the post-war environment. During the initial phase of the project the technical assistance team will be centered in Islamabad (or, if security conditions permit, in Peshawar). As soon as possible after the establishment of a legitimate government in Afghanistan the technical assistance team and all project activities will, in an orderly fashion, be moved to Afghanistan. After the move to Kabul, certain new elements will be added to the project, possibly including programs to be conducted in conjunction with Kabul University and other appropriate institutions.

In the design and implementation of the project, the O/AID/Rep and the technical assistance contractor will seek to achieve significant progress in each of the following four areas ("Project Themes"):

- A. Geographic focus - to the extent possible, project activities will be designed to benefit persons and areas inside Afghanistan rather than the refugee areas of Pakistan;
- B. Equitable participation - particular effort will be made to promote the participation of disadvantaged groups, such as women, members of under-served ethnic groups, and the handicapped, in project activities;
- C. Community responsibility - emphasis will be placed on enhancing the capability of trainees to mobilize the resources of local communities in support of rehabilitation and, eventually, development activities;
- D. Post-training employment - training activities will be designed to impart skills in areas which provide the maximum potential for post-training employment. In addition, participants will be given training to encourage entrepreneurial know-how necessary to create opportunities to utilize their newly acquired skills.

III. INTERFACE WITH AFGHAN COUNTERPART ENTITIES

A. Interim Relationships

Because of the absence of a legitimate government in Afghanistan, there is no counterpart authority within Afghanistan with which the Contractor can establish a relationship at present. Nevertheless, it is essential that the technical assistance contractor and the O/AID/Rep liaise with an authority representing the legitimate interests of the Afghan people in the conduct of the HRD project. Until the establishment of a legitimate government inside Afghanistan, the Contractor shall carry out the performance of its obligations hereunder in conjunction with the Education Center of Afghanistan, an organization created under the ESSP, or its successor entity, and/or responsible regional authorities now in existence inside Afghanistan. The activities of the HRD program shall also be coordinated with other appropriate legitimate representatives of the Afghan people who are engaged in the field of human resource development.

B. Transfer to Kabul

It is necessary for the O/AID/Rep and the technical assistance contractor to adopt a flexible and responsive strategy able to accommodate new governmental structures that may emerge in Afghanistan. Upon the establishment of a legitimate government in Afghanistan, the HRD project shall be moved inside Afghanistan. At that time, the Contractor shall perform its obligations hereunder in

conjunction with the Ministry of Education, or equivalent entity, established by the new government in Kabul. Officials of the Government of Afghanistan, and the O/AID/Rep (or USAID/Afghanistan) will negotiate a project agreement which will involve a review of the existing project components and may involve reshaping of particular programs as deemed necessary. This contract will subsequently be modified accordingly.

IV. SCOPE OF WORK

A. General Description - The Contractor, in conjunction with the Afghan counterpart entities discussed in Article III, above, ("Afghan Counterpart"), will develop and conduct training activities in each of the following substantive areas:

1. Basic Trade and Office Skills ("BTOS") Training, which will support training in trade, office, and entrepreneurial skills;
2. In-Country Professional Training ("ICPT"), which will support higher level, long-term education in engineering; higher level short-term training in a variety of disciplines; and English language training when needed by project participants;
3. International Training ("IT"), which will support degree and non-degree oriented academic training and, in addition, provide overseas, on-the-job training opportunities.

In the design and implementation of training programs in the substantive areas listed above, the Contractor shall devise methods of making significant progress against the four Project Themes.

B. Basic Trade and Office Skills Program

This project component has two elements: Basic Trades Skills ("BTS") and Basic Office Skills ("BOS") and will provide basic vocational skills and office operation training, along with classes relevant to entrepreneurial development. The Basic Trade Skills element will continue, whereas the existing Basic Office Skills courses will be supported once there is a demonstrated unmet need for such courses, which likely will not occur until after the move to Kabul. As instructed by O/AID/REP, the Contractor may make grants on A.I.D.'s behalf to non-governmental organizations.

1. Basic Trades Skills

The Contractor shall build on and strengthen the existing MTP and ATTC courses to provide Afghans with training in basic vocational skills to enable them to earn a living and to contribute to the rehabilitation and reconstruction of their country.

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a) Conduct of Existing Courses

- i) The Contractor shall assume responsibility for the conduct of the existing MTP and ATTC training courses, which are taught in the following subject areas:
 - o electricity
 - o welding
 - o carpentry
 - o plumbing
 - o steelwork
 - o masonry
 - o bar reinforcement
 - o motor mechanics (repair and maintenance)
 - o vehicle (including construction equipment) repair, maintenance, and operation
- ii) If and when instructed by O/AID/REP, the Contractor shall prepare an integrated mission training program coordinated with the offerings of other sectoral projects. Any duplication of offerings shall be eliminated and all teaching staff shall be rationalized so as to provide the most efficient use of personnel. The curriculum shall be strengthened where necessary so as to provide solid theoretical and practical training in the above skill areas.

b) Course Development

- i) The Contractor shall conduct an analysis of the need for training in substantive areas other than those currently offered and shall develop courses to impart the necessary skills. Among the potential course offerings for which the Contractor will evaluate demand and relevance are the following:
 - o painting
 - o blacksmithing
 - o cottage manufacture of clothing and textiles
 - o garment-making
 - o food processing.
- ii) Where demand dictates, advanced courses in existing subject areas will be added to the course offerings. The Contractor shall ensure that a logical, sequenced curriculum is developed for the training program courses.

- iii) All training courses will supplement theoretical classroom studies with "hands-on" practical training so that students receive experience in the application of the skills they are being taught.
 - iv) The Contractor will establish introductory courses in entrepreneurship and community development which all BTS students will be required to take. Classes in the community development course will train participants to mobilize community resources to achieve rehabilitation objectives. Classes in the entrepreneurship course will train participants to create opportunities to utilize their newly acquired skills after completion of their coursework.
- c) Location and Nature of Training
- i) In general, the courses to be conducted shall be from six to nine months in duration. Exceptions may be made for certain types of training, such as the short-term training to be offered under the pilot mobile training unit project, discussed below.
 - ii) Initially, courses shall be conducted from the existing centers in Peshawar and Quetta; however, the Contractor shall identify appropriate sites inside Afghanistan for the establishment of training centers. The Contractor will develop an action plan for the addition of these training sites as soon as security conditions permit and for the eventual transfer of all training activities from existing sites in Pakistan to the new centers inside Afghanistan.
 - iii) The Contractor shall plan and implement methods of expanding the geographic scope of program activities inside Afghanistan. The Contractor shall institute a pilot program to test the use of mobile skills training units to accomplish this purpose. This program will entail the use of vehicles, equipped with tools, tents, generators, and curricular materials, which will operate from the training centers currently based in Pakistan, and from the centers to be established inside Afghanistan. Students from the fixed centers will constitute the units and local community members will be recruited as short-term students. Community activities which will include erecting

structures, such as school buildings, clinics, or agricultural storage centers, will be supported. Participating communities will be expected to contribute both labor and locally available materials.

- iv) Currently, over 450 students are being trained per year in six month MTP trade skill courses and approximately 125 students per year in ATTC courses. It is expected that, at its peak, BTS will support a minimum of 700 students per year.

d) Community Participation

Wherever possible, instruction shall occur in communities where both a need and an interest in active participation have been identified. Training activities will be designed to involve the solution of existing problems and utilize the available resources of these communities. In addition to direct contacts with communities, this effort will involve coordination with organizations, such as Volunteers in Technical Assistance ("VITA") and the Afghan Construction and Logistics Unit ("ACLU"), which are involved in the repair and/or construction of infrastructure inside Afghanistan.

e) Trainee Selection Criteria

- i) Using the MTP selection process as a base, the Contractor will rely on a merit-based screening and selection process for potential trainees which will ensure that only qualified candidates are admitted and that there is no unmerited favoritism in candidate selection.
- ii) The Contractor shall devise methods for increasing participation of under-served ethnic groups, women and the handicapped in training programs.
- iii) The Contractor will accord priority to, and shall actively recruit, applicants from inside Afghanistan for training activities conducted both inside and outside of Afghanistan.

1. Basic Office Skills

The BOS training program will offer training to enable Afghans to gain the basic clerical, accounting and administrative skills appropriate to the needs of business enterprises and public

and non-public sector offices within Afghanistan. The program will also offer entrepreneurial classes to encourage and facilitate small enterprise development.

a) Suspension of Existing Program

Immediately upon the transfer of MTP program activities from the ESSP, the Contractor shall undertake the orderly suspension of existing BOS training activities. Upon the transfer of HRD project activities to Kabul, the need for BOS-type of training will be reassessed. If, in the determination of the O/AID/Rep, a need exists which is not likely to be satisfied by the activities of Private Voluntary Organizations ("PVOs"), the BOS program will be re-instituted. At any time pending the relocation of HRD program activities to Kabul, individual courses for which there is a demonstrated unmet need, may be offered on an ad hoc basis, subject to approval of the O/AID/Rep.

b) Initial Program Content

i) When the BOS program is re-instituted, it is anticipated that the following training courses, which are currently taught under the ESSP BOS program, will be offered:

- o typing
- o basic office procedures
- o basic record management
- o basic accounting
- o introduction to computers
- o basic office applications of micro computers.

c) Course Development

i) When the BOS program is recommenced, the Contractor shall conduct an analysis of the need for training in additional substantive areas which would strengthen the skills and foster the development of the Afghan entrepreneurial class. Where such a need exists, the Contractor shall develop courses to impart the necessary skills. It is expected that emphasis of the program will shift away from office skills training to entrepreneurial training. Among the potential course offerings for which the Contractor will evaluate demand and relevance are the following:

- o office management
 - o procurement procedures
 - o business planning
 - o market survey techniques
 - o marketing techniques
 - o budget preparation
 - o accounting/financial analysis.
- ii) Where demand dictates, advanced courses in existing subject areas will be added to the course offerings.
- iii) To the extent possible, the BTS and BOS programs shall share physical facilities. Where necessary, separate courses will be conducted for men and women.
- iv) In order to achieve synergies among the various aspects of the HRD program activities, the Contractor shall ensure that links are established among the BOS, BTS and ICPT programs. The Contractor shall encourage the cross-enrollment of students in BOS entrepreneurial courses and BOS entrepreneurial instructors will make special presentations as part of the BTS and ICPT curricula.
- d) Nature of Training
- BOS courses will be two to eight months in duration. It is expected that a minimum of 250 students will be trained annually once the program is reestablished in Afghanistan. The Contractor shall establish a program which utilizes the following modes of training, which are designed to supplement classroom instruction with on-the-job training in public and private sector organization:
- i) Classroom instruction, using lecture, demonstration, hands-on practice and simulation models;
 - ii) Internships in public and business organizations;
 - iii) Conferences, seminars, and workshops on specific business-related topics; and
 - iv) Resident consultant technical assistance, whereby the staff of an organization will be provided a resident consultant, for a specified number of

hours per week, to provide in-house, on-the-job training in various areas pertaining to personnel, office management, budgeting, report and proposal writing.

e) Trainee Selection Criteria

- i) The Contractor will develop a system of open competition under which candidates will be selected on the basis of merit from among employees of A.I.D. and its contractors, other donors, and foreign and Afghan NGOs as well as other interested Afghans. Among the selection criteria to be utilized are:
 - o the successful completion of a written examination, to be developed by the Contractor;
 - o a credible commitment to utilize training inside Afghanistan; and
 - o completion of a minimum number of years of education, or the equivalent in experience.
- ii) The Contractor shall devise methods for increasing participation of under-served ethnic groups, women and the handicapped in training programs.
- iii) The Contractor shall require applicants to the entrepreneurial training program to complete a personal interview in which they must demonstrate initiative, decisiveness, and the willingness to take the risk involved in running a private enterprise in Afghanistan.

C. In-Country Professional Training .

The ICPT project component has three elements: Engineering Training, In-Country Short-Term Training and English Language Training. Following the transfer of HRD program activities to Kabul, the O/AID/Rep may elect to provide certain support to Kabul University or other Afghan institutions of higher education under this project component.

1. Engineering Training

a) Conduct of Existing Program

The Contractor shall continue to strengthen the existing nine, eighteen and thirty-six month civil engineering

courses as well as the refresher training courses currently conducted under the CRTA program. It is anticipated that this program will continue to be conducted by the International Rescue Committee ("IRC") under a subagreement with the Contractor for approximately the first year of the project, although, if required by the O/AID/Rep and agreed to by IRC, the Contractor shall assume full responsibility for the conduct of the program during that first year or subsequent to the first year. The Contractor's support for the program shall include assistance in planning, evaluating and upgrading programs. The contractor will be responsible for recruiting and making U.S. arrangements for expatriate professional staff. At an appropriate time following the establishment of a legitimate government in Afghanistan, as directed by the O/AID/Rep, all or a portion of the CRTA program activities may be spun off to Kabul University.

b) Development of Program

- i) The Contractor shall take necessary action to achieve the goal of obtaining accreditation for the award of bachelor of science degrees in civil engineering for the civil engineering course conducted under the CRTA.
- ii) To the extent approved by the O/AID/Rep, the Contractor shall expand the existing engineering program to include courses in mechanical, electrical, environmental, architectural and agricultural engineering.
- iii) The Contractor shall develop and conduct classes in development studies and entrepreneurship, which all students enrolled in the engineering program shall be required to take. Where appropriate, students may be cross-enrolled in these courses conducted under the BTOS project component.
- iv) The Contractor shall continue to ensure that engineering students complete a minimum number of days in actual work situations. In order to create the opportunity for such experience, the Contractor shall arrange internships with VITA, CARE, ACLU, and other such groups involved with the construction of rural infrastructure.

- v) The Contractor will establish strong links between the ICPT engineering program and the BTS program. ICPT faculty shall review BTS curriculum, and students from the two programs will participate jointly in field activities, including the mobile training van pilot project. In addition, the Contractor will provide a mechanism for drawing top caliber students from the ICPT program to participate in the IT program, described below.

c) Student Selection Criteria

The Contractor shall develop an admissions policy which will be based on a combination of academic excellence, recommendations from teachers and employers, interviews and application essays designed to assess professional commitment, leadership ability, and applicant work-study proposals.

2. In-Country Short Term Training

The Contractor shall design and implement a training program which will upgrade and/or update specific skills or areas of knowledge of a relatively large number of Afghans who are in positions that will be relevant to the reconstruction and development of Afghanistan.

a) Development of Program

- i) As instructed by O/AID/REP, the Contractor will be required to assume responsibility for the conduct of certain short-term training programs which have in the past been carried out under the sectoral projects in the areas of health, education, and agriculture. Funding for such programs will, in general, be provided by the appropriate sectoral project. The Contractor shall coordinate closely with the project managers and contractors for the sectoral projects to ensure that the training programs are well-designed and timed and are fully responsive to the sectoral project needs. The Contractor, in conjunction with the sectoral project managers, shall develop an annual short-term professional training plan which will ensure that the HRD project addresses the priorities of the sectoral projects throughout the portfolio.

- ii) The Contractor shall identify substantive areas where there is an unmet need for short-term training to update the skills of Afghans involved in rehabilitation or development activities which are not directly relevant to specific sectoral projects. The Contractor shall develop and implement training courses to impart the necessary skills. In general, such training activities shall be funded under the HRD project. Where PVOs or Afghan counterpart entities are involved in development activities relevant to the field of training, the Contractor shall coordinate training activities with such entities and, where appropriate, shall seek to have such entities co-sponsor the training program.
- iii) In general, courses will be four to six weeks in duration, however, some may be longer, depending on need. Class size will usually range from 12 to 40 students. It is expected that a minimum of forty students will be trained in the first year of the project and that, by year four, a minimum of 200 will be trained annually.

b) Selection Criteria

Training offered under this project element will in most cases be directly responsive to the needs of one or several specific organizations or entities. As a result, the Contractor will work closely with those organizations to develop selection criteria and will often base admission decisions largely on the basis of recommendations from such organizations.

3. English Language Training

This program will impart necessary English language skills to enable students to participate effectively in HRD and other O/AID/Rep programs.

1. Transfer of ESSP Training Activities

It is anticipated that the Contractor will enter into a subagreement with IRC for the performance of its obligations with respect to the English language program on a trial basis; however, if directed by the O/AID/Rep, the Contractor shall assume full responsibility for the conduct of the program. The Contractor shall oversee the performance of IRC, shall provide all necessary support, technical advice, and guidance, and shall act as liaison with other O/AID/Rep, PVO and Afghan

counterpart entities which have an interest in the program. In addition, the Contractor shall conduct a testing program to measure students' achievements.

2. Conduct of Program

Full-time, intensive English language training courses will, as instructed by O/AID/REP, be conducted for students who have been selected to be sent to the United States for long-term academic study. Such courses will, in general, be up to nine months in duration. Students selected for short-term academic programs or on-the-job (experiential) training programs abroad will receive up to three months of preparatory training. Students in the ICPT engineering program will receive up to one hour of English language study per class day.

3. Development of Program

The Contractor, either directly or through subagreement, shall develop and implement additional English language training programs as needed and, at the direction of the O/AID/Rep, shall develop other related services, such as GRE and other parallel study programs and a training course designed to provide orientation to the United States.

4. Selection Criteria

English language training is intended to be provided to trainees selected to participate in other HRD and O/AID/Rep program activities and, as a result, an independent selection process will, in general, not be required for this program element. In the event a free-standing program is established, the Contractor shall develop an appropriate, merit-based selection system for that program.

D. International Training

The International Training component will consist of three elements: Participant Training (PT), International Supplemental Academic Training (ISAT), and International Experiential Training (IET).

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1. Participant Training

a) Conduct of Program

- i) The Contractor shall conduct a training program under which qualified Afghans will receive up to two years study at a U.S. college or university to either finish their interrupted undergraduate education or obtain a Master's degree in a field of study relevant to the rehabilitation needs of the Afghan nation.
- ii) The Contractor will identify and establish program ties with a broad range of U.S. institutions of higher learning which are willing to assume responsibility for a portion of the costs of the training program. Eventually, the Contractor's efforts may be expanded to include institutions in other developed and developing countries.
- iii) The Contractor shall provide administrative support to any PT participants that may be selected and funded by the O/AID/Rep sectoral programs.

b) Selection Criteria

The Contractor shall establish a merit-based selection process which will entail the assessment of candidates under an established set of criteria, which shall include, inter alia, the following:

- i) Excellent prior academic performance;
- ii) Demonstrated exceptional ability in work situations; and
- iii) Credible evidence of the candidate's intention to return to Afghanistan and contribute to the rehabilitation effort.

The Contractor shall place particular emphasis on the recruitment of qualified women, the handicapped and members of under-served ethnic groups. In addition, if directed by the O/AID/Rep, priority may be given to individuals who are already employed by O/AID/Rep, Afghan or expatriate NGOs, and qualified members of the Afghan Interim Government or its successor.

2. International Supplemental Academic Training

a) Conduct of Program

- i) The Contractor shall conduct a training program under which selected Afghans will be sent overseas for short-term training either at a college or university or at a recognized training institution. Participants will be Afghans who are either (a) enrolled in degree programs in Pakistan or, in the future, Afghanistan, or (b) degree professionals in positions relevant to the rehabilitation and development of Afghanistan.
- ii) The period of study for participants will generally be from three to six months, but could be as much as one year. It is expected that when the project is fully underway, a minimum of thirty students per year will participate in the ISAT program.
- iii) The Contractor shall ensure that all training under the ISAT program is in a discipline which is developmentally relevant and appropriate for Afghanistan. All training shall be designed to provide study opportunities and/or exposure to resources which are unavailable in Pakistan or Afghanistan.

b) Selection Criteria

- i) The Contractor shall establish guidelines under which degree and working professionals may apply to participate in the program. In addition, guidelines shall be established under which academic institutions may identify and nominate students who are enrolled in a course of study in areas relevant to the reconstruction needs of Afghanistan.
- ii) The Contractor shall establish a merit-based selection process which will entail the evaluation of candidates under an established set of criteria, which shall include consideration of the following factors:
 - A. academic performance and/or demonstrated ability in the candidate's professional field;

- B. strength of personal and professional recommendations;
- C. convincing evidence of the candidate's intention to return to Afghanistan and contribute to the rehabilitation effort.

- iii) The Contractor shall place particular emphasis on the recruitment of qualified women, the handicapped and individuals from under-served ethnic groups.

3. International Experiential Training

The Contractor shall establish a program under which selected candidates shall participate in training in non-academic, on-the-job situations with host organizations overseas that offer the opportunity to obtain valuable experience in skill areas essential to the rehabilitation effort.

a) Conduct of Program

- i) It is anticipated that the IET program component will not be implemented until after the HRD project moves to Kabul. However, the Contractor shall begin long-term planning for the IET program shortly after start-up of the HRD project to ensure that the necessary organizational relationships are established by the time the decision is made to implement the program.
- ii) The Contractor shall identify and coordinate with appropriate Afghan private firms and government organizations to identify substantive areas where experiential training programs for their staff would be useful.
- iii) The Contractor shall identify and solicit interest from overseas organizations which have the

organizations. The agreements shall also provide for staff of the overseas organizations to travel to Afghanistan to provide technical advice and assistance to their counterpart Afghan organizations. It is expected that the costs of the IET program will be shared among the O/AID/Rep, the Afghan counterpart organizations, and, in some cases to a limited extent, the overseas organizations. The agreements shall provide the specific terms of such cost sharing arrangements.

v) It is expected that, when fully implemented, a minimum of 30 participants per year will be trained under the IET program.

b) Selection Criteria

Participant in the IET program element will generally be selected by the foreign counterparts from among nominees identified by the Afghan counterpart. Special efforts will be made to recruit women, the handicapped, and members of under-served ethnic groups.

E. Establishment of Project Support Unit and Project Management Unit

In order to ensure the effective planning, implementation, and management of the training activities to be carried under the HRD project, the Contractor, in conjunction with the Afghan Counterpart, shall establish a Project Support Unit ("PSU") and a Project Management Unit("PMU"). Elements of the PSU could eventually be transferred to an Afghan government Ministry of Education or Training Unit.

1. Project Support Unit

The PSU will perform the following functions:

a) Research and Planning

The PSU will conduct research as necessary to facilitate successful project planning. This research will be designed to provide an accurate assessment of the need for HRD program activities and to enable management to set priorities among needs. The PSU will conduct studies of the types of skilled labor most relevant to Afghan needs and will assess the demand for various types of skilled labor. The PSU will collect and analyze data regarding the post-training work experiences of project graduates to aid in this assessment process.

b) Performance Monitoring

The PSU will monitor on-going project activities in order to:

- i) ensure compliance with A.I.D. regulations;
- ii) verify that training and support have reached project beneficiaries and are used in accordance with project intent;
- iii) identify and resolve project implementation problems;
- iv) assess the relevance, effectiveness, and impact of project supported training;
- v) assess progress against the four stated Project Themes; and
- vi) identify areas for appropriate programmatic changes in order to meet project objectives.

c) Information Systems

The PSU shall establish information systems which will ensure that appropriate reports, resource inventories, records and data are maintained and available both within the project and among others involved in related HRD programs for Afghanistan. The PSU will establish communication channels to ensure effective collaborative planning, coordination and linkages within the O/AID/Rep and with other donors and counterpart Afghan entities, as well as with international organizations and key individuals who may serve as resources to the project.

d) Workshop Facilitation

The PSU will provide professional facilitation expertise and support required to ensure effective strategic planning efforts, to provide donor and NGO coordination, and to ensure Afghan participation in major HRD decisions. This will include the establishment of appropriate fora, such as workshops, conferences and seminars, for the formal and informal exchange of information among Afghan individuals and authorities; NGOs; donors; project participants; and the O/AID/Rep to assist in the coordination of and strategic planning for all HRD activities. The PSU will also obtain input from former students and participants for planning and evaluation purposes.

2. Project Management Unit

The project management unit will be the chief executive body of the project. This unit will perform the following functions:

a) Management and Policy Guidance

The PMU shall be responsible for providing management and policy guidance for the HRD project. The PMU shall be responsible for taking action on the findings and recommendation originating from the Project Support Unit and for consultation and coordination with the O/AID/Rep regarding the conduct of the program. The PMU shall establish links among all project components to ensure effective and efficient project management.

b) Staff and Administrative Support

The PMU shall provide all project components with appropriate administrative, finance, accounting, personnel, procurement, logistical and other staff support required to perform effectively the Contractor's obligations hereunder.

c) Donor and Government Liaison

The PMU shall establish linkages with official Afghan counterpart organizations, other donors, and other O/AID Rep contractors and grantees, as appropriate.

d) Progress Toward Project Themes

The PMU shall design, assign responsibility for, and oversee activities that will ensure progress against the four Project Themes.

V. COMPOSITION AND ORGANIZATION OF TECHNICAL ASSISTANCE STAFF

The Contractor shall recruit, employ and supervise sufficient, fully-qualified and competent management and non-management personnel for the performance of the obligations set forth herein. Except as specifically provided under the Logistical Support portion of Section B of this contract, the Contractor is responsible for employing all professional and support staff necessary for project implementation. The Contractor shall insure that its staff diligently pursues the discharge of the Contractor's duties hereunder. The Contractor shall immediately report to O/AID/Rep all matters of which it becomes aware involving employee dishonesty or malfeasance.

A. Composition of Staff

The staff to be employed by the Contractor shall include the following:

1. Chief of Party

A Chief of Party who will be responsible for, inter alia:

- a) the overall management of the project under the technical direction of the AID/REP Project Officer;
- b) institutional relationships between the Contractor and O/AID/Rep, the Education Center for Afghanistan ("ECA") which, supported under the ESSP, assists the development of the traditional education system for Afghans in Afghanistan and in refugee camps, and, as appropriate, other counterpart entities;
- c) overall coordination among team members;
- d) reporting to O/AID/Rep.

2. Management Team

The Chief of Party will lead a full-time management team. The long-term positions are considered key positions and are essential to the performance of this contract. The Contractor shall ensure that the personnel assigned to these key positions have combined expertise encompassing the following skill areas:

- a) project management, including experience in other similar development projects;
- b) curriculum development;
- c) human resource development training;
- d) education administration, including policy development and resource allocation;
- e) finance, accounting and administration; and
- f) information systems.

3. Local Staff

The Contractor shall recruit, employ and supervise local staff necessary to maintain and run its office facilities, such as professional personnel, secretaries, drivers, security personnel,

clerks, guards, etc. and any other personnel required to discharge its obligations hereunder. The Contractor shall be sensitive to political, party, ethnic and tribal consideration in assembling a team that will work together in harmony.

4. Home Office Support

The Contractor shall provide sufficient professional and support staff support in the home office to provide strong support in the areas of hiring and retaining high caliber field staff, financial and administrative support, and other support functions typically provided by the home office. The home office staff will also be expected to coordinate and support the significant recruitment liaison and training activities which will occur in the United States. Cultivation of the institutional relationships with U.S. and overseas colleges, universities and other institutions required for the success of the international and experiential training aspects of the project will also largely be the responsibility of the home office.

VI. SUBMISSION OF WORK PLANS AND REPORTING REQUIREMENTS

A. WORK PLANS

Within 45 days calendar days after the effective date of the contract, the Contractor shall submit to O/AID/Rep an implementation plan covering all sections of work to be carried out during:

1. the first six months of the project (detailed plan);
2. the first year (first annual work plan); and
3. the life of the project (projections).

On completion of the first nine months of the contract, and annually thereafter for the life of the contract, the Contractor shall submit a work plan for the ensuing year of the project and shall revise its projections for the life of the project. The Contractor shall review the initial and each subsequent work plan with O/AID/Rep in the context of its progress in achieving the objectives of the contract to date and shall in a timely fashion revise its plans to take into account any comments and recommendations from O/AID/Rep.

B. REPORTING REQUIREMENTS

The Contractor shall submit a monitoring and reporting plan to O/AID/Rep for approval by the Project Officer not later than 45 calendar days after the effective date of this Contract. The plan will detail the frequency and methodology of the Contractor's monitoring and reporting. The Contractor shall submit to O/AID/Rep ten copies of all reports in a format to be reviewed and approved

by the Project Officer. At minimum, the following types of reports shall be required:

1. Quarterly Progress Reports
2. Financial Reports
3. Short-Term Specialists' Reports
4. Trip Reports
5. End of Tour Reports
6. Special Reports
7. Annual Reports
8. End of Contract Report

C. EVALUATION REPORTS

O/AID/Rep, or its designee, shall conduct an independent evaluation of the Contractor's performance under this contract approximately midway through the completion of the initial term and again approximately six months prior to the December 31, 1996, project assistance completion date. The Contractor shall fully cooperate in these evaluations, including making its personnel available for interviews and making available for inspection all of its books and records relating to the performance of this contract.

VII. PROJECT PROCUREMENT AND DELIVERY

Project commodities shall be procured and delivered by the Contractor in a timely and cost-effective manner. In accordance with direction from O/AID/Rep, procurements and/or deliveries of certain items may be carried out by the Contractor in conjunction with the ECA or other appropriate counterpart Afghan entity or through the O/AID/Rep procurement contractor under the Commodity Export Program. The cost of all procurements will be charged to the HRD project. All procurements shall be made in accordance with applicable federal laws and regulations.

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SECTION D - PACKAGING AND MARKING

Pursuant to the clause of this contract entitled "Reports", the cover page of all reports prepared by the Contractor shall include the Contractor's name, project name and number, and the contract number.

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SECTION E - INSPECTION AND MARKING

E.1. INSPECTION

Final inspection and acceptance of all items called for by the Contract shall be made by the A.I.D. Contracting Officer at:

U.S.A.I.D.
18, Ataturk Avenue Ramna - 5
Islamabad, PAKISTAN

E.2. FAR CLAUSES

The following four (4) clauses are incorporated by reference.

52.246-1 Contractor Inspection Requirements (APR 1984)
52.246-3 Inspection of Supplies - Cost Reimbursement (APR 1984)
52.246-5 Inspection of Services - Cost Reimbursement (APR 1984)
52.246-15 Certificate of Conformance (APR 1984)

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SECTION F - DELIVERIES OR PERFORMANCE

F.1. PERIOD OF CONTRACT

This effective date of this contract is: July 1, 1992.
The estimated completion date of this contract is: June 30, 1995.
The estimated time period for Option 1 is: July 1, 95 to May 31, 1996.
The estimated time period for Option 2 is: July 1, 96 to May 31, 1997.

F.2. ADDITIONAL REPORTS

The Contractor shall provide any additional reports which may be requested.

F.3. WORK WEEK

The work week for the Contractor's non-overseas employees shall not be less than the established practice of the Contractor. The work week for the Contractor's overseas employees shall not be less than 40 hours and shall be scheduled to coincide with the work week of the Mission and the Contractor's counterparts associated with the work of this contract.

F.4. EVALUATION

A. Eighteen Month Evaluation

Approximately eighteen months after the effective date of the contract, there shall be an external evaluation to assess the project, including Contractor performance and recommend mid-course adjustments.

The evaluation is expected to include A.I.D./Washington staff and independent consultants with relevant expertise. Planning for the evaluation shall begin a minimum of three months before the eighteen months is completed so that the report will be ready at the end of the eighteen month period.

B. Thirty-Two Month External Evaluation

A second evaluation shall be conducted approximately thirty-two months into project implementation. Planning for this evaluation shall begin a minimum of six months before the end of the thirty-two month period so that the report will be ready well before the end of the initial contract period.

The objective of these evaluations is to review the project and make necessary project design modifications. The Contractor may be asked to participate in this evaluation. In addition, A.I.D. will undertake internal management reviews of the Contract from time to time. The Contractor is expected to cooperate fully with the evaluation efforts, providing such records and files, as may be needed, and making the project staff available to provide further information and respond to questions.

F.5. FAR AND AIDAR CLAUSES

The following two clauses are incorporated by reference.

FAR	52.212-13	Stop Work Order (AUG 1989). Alternate I
AIDAR	752.7026	Reports (OCT 1989)

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SECTION G - CONTRACT ADMINISTRATION DATA

G.1. This is a completion type cost reimbursement contract.

G.2. Total Estimated Cost:	Base Period:	\$18,997,522
	Option Yr. 1	4,103,574
	Option Yr. 2	<u>4,107,472</u>
	TOTAL:	<u>\$27,208,568</u>

G.3. Cumulative Obligation: \$ 2,187,000

G.4. PIO/T:306-0210-3-20030
Appropriation:
Budget Plan Code:

G.5. Duns Number: 07-103-1280

G.6. IRS Tax Identification Number: 13-611-0212

G.7. Project Number: 306-0212

G.8. Project Office: HRD Office, A/REP.

G.9. Contractor's Remittance Address: Agency for International Development
Office of Financial Management
Cash Management & Payment Div.
FA/FM/CMPD/DCB - Room 700, SA-2
Washington, DC 20523-0209

G.10. Contractor's Address: Academy for Educational Development
1255, 23rd Street, N.W.
Washington, DC 20037
Telephone: 202-862-1900
Telex: 197601 ACADED WSH
Fax: 202-862-8839

G.11. Copies of all billings should be submitted to the Office of the Controller, USAID/Islamabad, on a monthly basis in the following format:

<u>Itemized</u> <u>Budget</u>	<u>Claimed</u> <u>Previously</u>	<u>Claimed</u> <u>This Period</u>	<u>Total</u> <u>Claimed</u>
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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1. SPECIAL AUDIT PROVISION

Based upon a Section 451 of the Foreign Assistance Act approval by the A.I.D. Representative, the provisions of this contract with respect to accounting, records and audit shall not apply to operational costs incurred by the Contractor within Afghanistan and end-use-checks of commodities and equipment located within Afghanistan. However, the Contractor agrees to the maximum reasonable extent to exercise prudent oversight of such operational costs and commodities. Further, the Contractor agrees to report in detail on such costs and commodities as part of the contract reporting requirements.

H.2. OPTIONS

A. The Government shall have two, independently exercisable options to renew this contract. Each of these shall be for an additional one-year term. The Government shall give the Contractor preliminary written notice of its intent to exercise its first option at least 60 days prior to expiration of the initial term, and, if the first option has been exercised, the Government shall give preliminary written notice of its intent to exercise its second renewal option at least 60 days prior to the expiration of the first renewal term. The preliminary notices shall not commit the Government to an extension.

B. If the Government exercises either or both of its renewal options, the terms and conditions of this contract shall apply to the renewal term(s).

H.3. TECHNICAL DIRECTIONS

Performance of the work hereunder will be subject to the technical directions of the cognizant A.I.D. Technical Officer, designated as the Contracting Officer's Technical Representative (COTR). As used herein, "Technical Directions" are directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise complete the general scope of the work. The COTR will undertake site visits, attend workshops and conferences and undertake management reviews and evaluations, as deemed appropriate by A.I.D., to review contract implementation. All publications resulting from subcontracts must be submitted to A.I.D. for prior clearance. "Technical Directions" must be within the terms of this contract, and will not constitute changes (as described in the clause of this contract entitled "Changes - Cost Reimbursement" [FAR 52.243-02, Alternate II], which may only be issued by the Contracting Officer. The Contractor shall comply with the clause of this contract entitled "Notification of Changes" (FAR 52.243-07).

H.4. KEY PERSONNEL

A. The key personnel which the Contractor shall furnish for the performance of this contract are as follows:

<u>Name</u>	<u>Position</u>
Mr. R. Klauss	Chief of Party
Ms. M. Javed	Administration & Personnel
Ms. C. McCreary	ESL Specialist
Mr. L. Scott	Training Director
Mr. J. Smith	Training Specialist

B. The personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor shall provide reasonable advance written notice of its intent to do so to the Contracting Officer and the A.I.D. Project Officer and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement shall be made by the Contractor without the written consent of the Contracting Officer.

H.5. PERSONNEL COMPENSATION

A. Limitations. Direct compensation of the Contractor's personnel are subject to the following additional understandings which set limits on items which would otherwise be reasonable, allocable, and allowable.

(1) Approvals. Salaries and wages may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees, which will be certified to by the Contractor, nor may any individual salary or wage, without approval of the Contracting Officer, exceed the employee's current salary or wage received during any full year of the immediately preceding three years. There is a ceiling on reimbursable salaries and wages paid to anyone employed under the contract of the maximum salary rate of FS-1, unless advance written approval is given by the Contracting Officer.

(2) Initial Salaries. The initial salaries of all professional technical assistance personnel whose salaries are charged directly to this contract, must be approved by the Contracting Officer. Salaries for administrative local hire staff shall be determined by the Contractor in accordance with USAID guidelines on local salaries for foreign service nationals; salaries for administrative staff in the Contractor's home office will be established in line with its established policy.

(3) Salaries During Travel. Salaries and wages paid while in travel status will not be reimbursed for a travel period greater than the time required for travel by the most direct and expeditious air route.

(4) Return of Overseas Employees. Salaries and wages paid to an employee serving overseas who is discharged by the Contractor for misconduct, inexcusable nonperformance, or security reasons will in no event be reimbursed for a period which extends beyond the time required to return him promptly to his point of origin by the most direct air route.

(5) Consultants. No compensation for consultants will be reimbursed unless their use under the contract has the advance written approval of the cognizant A.I.D. Project Officer; and if such provision has been made or approval given, compensation shall not exceed, without specific approval of the rate by the Contracting Officer, (1) the current compensation or the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years or (2) the maximum daily salary rate of FS-1, whichever is less.

(6) Annual Salary Increases. Annual salary increases may not exceed those provided by the Contractor's established policy and practice. With respect to those persons whose salaries are charged to this contract, the maximum annual salary increase is limited to not more than 5% of the employee's base salary, after the completion of a twelve month period of satisfactory services under the contract.

(7) Third Country and Cooperating Country Nationals. No compensation for third country or cooperating country nationals will be reimbursed unless their use under the contract has the prior written approval of the Project Officer. Salaries and wages paid to such persons may not, without specific written approval of the Contracting Officer, exceed the lower of the Contractor's established policy and practice; or the level of salaries paid to equivalent personnel by the Mission in the cooperating country; or the prevailing rates in the cooperating country, as determined by A.I.D., paid to personnel of equivalent technical competence.

(8) Miscellaneous. The daily rate of a Foreign Service Officer class 1 (FS-1) is determined by dividing the annual salary by 2087 hours and multiplying that figure by 8 hours. Any approvals issued regarding personnel compensation shall be retained by the Contractor for audit purposes and a copy of each approval shall be furnished to the Contracting Officer by the Contractor. Approvals issued by the Project Officer must be within the terms of this contract, and shall not serve to increase the authorized level of effort; or the total estimated cost or the obligated amount of this contract, whichever is less.

B. Definitions:

As used herein, the terms "Salaries," "Wages," and "Compensation" mean the periodic remuneration received for professional or technical services rendered exclusive of overseas differential or other allowances associated with overseas services, unless otherwise stated. The term "compensation" includes payments for personal services (including fees and honoraria). It excludes earnings from sources other than the individual's professional or technical work, overhead or other charges.

H.6. PROHIBITION ON ASSISTANCE RELATED TO DRUG TRAFFICKERS AND PROCEDURES IN AREAS WHERE POPPIES ARE GROWN.

A. The Contractor shall take all reasonable steps to ensure that assistance is not provided to or through any individual or entity that the Contractor knows or has reason to believe --

(1) has been convicted of a violation, or a conspiracy to violate, any law or regulation of the United States, a State or the District of Columbia, or a foreign country relating narcotic or psychotropic drugs or other controlled substances (as defined in Section 481(i)(3) of the Foreign Assistance Act).

(2) is or has been an illicit trafficker in any such controlled substance or is or has been a knowing assister, abettor, conspirator, or colluder with others in the illicit trafficking in any such substance.

B. The Contractor shall not use any funds made available under this Contract to reimburse persons whose illicit drug crops are eradicated.

The Contractor shall provide any certifications which may be required regarding compliance with these provisions. In the event the Contractor perceives a situation which might infringe any of these provisions, the Contractor shall notify the Contracting Officer and A.I.D. Representative and consult with A.I.D. officials to determine an appropriate course of Contract implementation.

H.7. SPECIAL PROVISIONS

A. Method of Financing:

(1) Operating, Commodities and Program Costs: The Contractor shall pay for all operating costs and commodities by drawing down against their Federal Reserve Letter of Credit # 72-00-1518. The FRLC shall include Technical Assistance and Program Costs and not Logistical Support Cost. The Contractor shall forward directly to the Controller, O/AID/REP, USAID Unit # 62206, APO AE 09812-2206, a copy of detailed monthly financial reports submitted to FA/FM, AID/Washington including a complete recapitulation of costs incurred through the FRLC. Such reports shall be in a format and level of detail as prescribed by the Controller, A/REP.

(2) Logistic Support Costs: All funds budgeted for logistic support will be retained by the Mission for direct disbursement pursuant to the terms of the contract.

B. Security Clearance

Employees assigned to this contract may be required to obtain Security Clearances if directed by the Project Officer. An individual's inability to obtain a security clearance may be considered sufficient grounds to remove that person from performing under this contract.

C. Source and Origin of Commodities, Nationality of Services

(1) Commodities and services financed by A.I.D. under this project shall have their source, origin and nationality in the United States of America, Pakistan, Afghanistan or, when agreed to in writing by the A.I.D. Representative, countries in A.I.D. Geographic Code 935.

(2) Notification

The Contractor shall send copies of the Bills of Lading for all ocean shipment to the following four addresses:

U.S. Department of Transportation Maritime Administration Division of National Cargo 400 Seventh Street, S.W. Washington, D.C. 20590	O/A.I.D. Representative for Afghan Affairs ATTN: Contracting Officer Department of State Washington, DC 20520
--	--

USAID/Karachi ATTN: Administrative Officer Department of State Washington, D.C. 20520	Office of Procurement ATTN: Transport Support Division Agency for International Development Washington, DC 20523 - 1419
--	--

(3) The document shall be a "CLEAN ON BOARD RATED BILL OF LADING" and shall be sent via air courier service to non U.S. addressees and via U.S. Postal service to U.S. addressees as soon as possible but no later than 14 days from the date of shipment.

D. Status of Taxes

(1) Host Country Taxes A.I.D. does not finance any identifiable host country taxes or other imposition of levies.

(2) Corporate/Income/Import Taxes

(a) Expatriate employees of expatriate firms will be exempt from various Pakistani import taxes and controls as well as Pakistani income tax on their total compensation, (salary and benefits). For work under this contract, firms are not expected to be liable for Pakistani corporate tax. It is the sole responsibility of the Contractor to arrange for all allowable tax exemptions. On request, A.I.D. will provide available documentation in support of allowable exemptions from host country taxes, or other imposition or levies.

(b) Pakistani firms are not exempt from Pakistani corporate taxes and their employees are liable for taxes under Pakistani Law.

(c) Pakistani employees of U.S. firms are subject to taxes under Pakistani Law.

E. Geographic Locations:

(1) The United States: Home Office Responsibilities:

(a) Overall Management: A contact person shall be designated in the home office as the project coordinator. This person must have the authority to make commitments and decisions on behalf of the Contractor. The person shall travel to Pakistan as requested by the Project Officer.

(b) Support of Field Personnel: The home office shall provide support of personnel in the field. Since disbursement of A.I.D. funds may involve handling of funds and making financial transactions at the home office as well as in the field, the Contractor shall maintain complete, accurate and current financial documents and systems in both the home and field offices.

(2) Pakistan: The Contractor's field headquarters shall be based in Peshawar, Pakistan. All expatriates will be based there; however, extensive travel in Pakistan and Afghanistan, as directed, is anticipated.

(3) Afghanistan: U.S. Government policy prohibits entry into Afghanistan by U.S. direct hire employees or by U.S. nationals financed by the U.S. Government. Contractor employees of other nationalities are not affected by this policy. This policy is expected to change as security conditions improve inside Afghanistan.

When directed the Contractor will establish operations and move field headquarters and staff inside Afghanistan.

F. Defense Base Act (DBA) and Medical Evacuation Insurance

(1) Defense Base Act Insurance. Pursuant to the applicable clauses of this contract entitled "Worker's Compensation Insurance (Defense Base Act)", A.I.D.'s current insurance carrier for, and from which, the Contractor shall purchase, DBA insurance is; Wright & Company, 1400 I Street, N.W. Suite 1100; Washington, D.C.20005; Telephone (202) 289-0200, or (800) 424-9801 outside the Washington area (toll free); Telex 44050.

(2) Medical Evacuation Insurance. The Contractor shall obtain Medical Evacuation insurance for all expatriate personnel.

H. Title To Property

Title to all property purchased under this contract shall be in the name of A.I.D. or as designated by the Contracting Officer during the term of this contract.

I. Procurement and Subcontracting

For the purposes of this contract, the following A.I.D. eligibility rules apply (see also AIDAR 752.7004):

a. Authorized Geographic Code

Except as specified below, all goods/commodities shall have their source and origin in the United States (A.I.D. Geographic Code 000) or the Cooperating Country, and shall meet A.I.D.'s componentry requirements, except as the Contracting Officer may otherwise agree in writing. Because the Cooperating Country* is authorized for source and origin purposes, the clause of this contract entitled "Local Cost Financing With U.S. Dollars: (AIDAR 752.7017) applies.

b. Government Owned Organizations

Except as the Contracting Officer may otherwise agree in writing, a Government Owned Organization, i.e., a firm operated as a commercial company or other organizations (including nonprofit organizations other than public educational institutions) which are wholly or partially owned by government or agencies thereof, are not eligible for A.I.D. financing hereunder.

c. With the exception of any subcontractors identified in the contractor's proposal and/or best and final offer which was accepted by A.I.D. through award of this contract, additional subcontracting by the Contractor is not generally anticipated. However, should additional subcontracting become necessary, the Contractor shall comply fully with requirements set forth in FAR 52.244-2, "Subcontracts under Cost-Reimbursement and Letter Contract". Notwithstanding the above, it is recognized that subcontracting with local, host country institutions may be required for the development of subprojects. These types of activities will be permitted in accordance with applicable regulations.

d. Automation Equipment

In addition to the requirements of Section I.a above and I.e below, the contractor must obtain the specific approval of the Contracting Officer for any purchases of automation equipment (e.g., computers, word processors, etc.), software, or related services made hereunder, if the total cost of such purchases will exceed \$100,000. The Contracting Officer must, in true, have the concurrence of A.I.D./Washington, MS/IRM, before providing any such approval.

*Each developing country in which training or other assistance takes place under this contract shall be considered a Cooperating Country.

e. Purchasing VS Leasing

Prior to purchasing any nonexpendable equipment, the Contractor shall perform an analysis of the cost of purchasing such equipment vs. the cost of leasing such equipment, and shall submit such analyses to the Project Officer, together with the request to lease or purchase. The Project officer must approve each purchase or lease.

f. Reporting

With request to nonexpendable equipment by the Contract hereunder, the contractor shall comply with all requirements of clauses of this contract entitled "Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts)" (FAR 52.245-05) and "Government Property -- AID Reporting Requirements" (AIDAR 752.245-70).

g. Small Business and Small Disadvantaged Business Subcontracting

The Contractor shall comply with the requirements of the clauses of this contract entitled, "Utilization of Small Business concerns and Small Disadvantaged Business Concerns" (FAR 52.219-08 and AIDAR 752.219-08) and, if applicable, "Small Business and Small Disadvantaged Business Subcontracting Plan" (FAR 52.219-09).

h. Subcontracting with Disadvantaged Enterprises

Not less than ten (10) percent of the dollar value of this contract must be subcontracted to disadvantaged enterprises as described in paragraph (b) of AIDAR clause 752.226-2. As provided in 752.226-2(b), Disadvantaged enterprises means U.S. organizations or individuals that are: 1) business concerns (as defined in FAR 19.001) owned and controlled by socially and economically disadvantaged individuals; 2) institutions designated by the Secretary of Education, pursuant to 34 CFR 608.2, as historically black colleges and universities; 3) colleges and universities having a student body in which more than 40 percent of the students are Hispanic American; or 4) private voluntary organizations which are controlled by individuals who are socially and economically disadvantaged. "Controlled by socially and economically disadvantaged individuals" means management and daily business are controlled by one or more such individuals. "Owned by socially and economically disadvantaged individuals" means at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals. "Socially and economically disadvantaged individuals" has the same meaning as in FAR 19.001, except that the term also includes women. Any individual who certifies that he or she is a

Black American, Hispanic American, Native American (as defined in FAR 19.001), Asian-Pacific American (as defined in FAR 19.001), Subcontinent-Asian American (as defined in FAR 19.001), or a women shall be presumed to be a socially and economically disadvantaged individual. As provided in 752.226-2(c) Contractors should require representations from their subcontractors regarding their status as a disadvantaged enterprise. Contractors acting in good faith may rely on such representations by their subcontractors.

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PART II

SECTION I - Contract Clauses

52.252-2 Clauses Incorporated by Reference. (APR 1984)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

- 52.202-1 Definitions (APR 1984).
- 52.203-1 Officials Not To Benefit (APR 1984)
- 52.203-3 Gratuities (APR 1984).
- 52.203-5 Covenant Against Contingent Fees (APR 1984).
- 52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 1985).
- 52.203-7 Anti-kickback Procedures (OCT 1988)
- 52.203-9 Requirement for Certificate of Procurement Integrity - Modification (NOV 1990)
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (SEP 1990)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JAN 1990)
- 52.204-2 Security Requirements (APR 1984).
- 52.209-6 Protecting the Government's interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUN 1991)
- 52.212-13 Stop Work Order (AUG. 1989) Alt. I
- 52.215-1 Examination of Records by Comptroller General (APR 1984).
- 52.215-2 Audit--Negotiation (DEC 1989).
- 52.215-22 Price Reduction for Defective Cost or Pricing Data (JAN 1991).
- 52.215-23 Price Reduction for Defective Cost or Pricing Data, Modifications (JAN 1991)
- 52.215-24 Subcontractor Cost or Pricing Data (APR 1985).
- 52.215-25 Subcontractor Cost or Pricing Data - Modification (APR 1985)
- 52.215-27 Termination of defined Benefit Pension Plans (SEP 1989)
- 52.215-31 Waiver of Facilities Capital Cost of Money (SEP 1987).
- 52.215-33 Order of Precedence (JAN 1986)
- 52.215-39 Reversion or Adjustment of Plans for Post-retirement Benefits Other than Pensions (PRB) JUL 1991)
- 52.216-7 Allowable Cost and Payment (JUL 1991).
- 52.216-8 Fixed Fee (APR 1984).
- 52.217-1 Limitation of Price and Contractor Obligations (APR 1984)
- 52.217-2 Cancellation of Items (APR 1984)
- 52.217-5 Evaluation of Options (JUL 1990)
- 52.217-8 Option to Extend Services (AUG 1989)
- 52.217-9 Option to Extend the Term of Contract Services (MAR 1989)
- 52.219-8 Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (FEB 1990).
- 52.219-9 Small Business and Small Disadvantaged Business Subcontracting Plan (JAN 1991).

- 52.219-13 Utilization of Women-Owned Small Businesses (AUG 1986).
- 52.220-1 Preference for Labor Surplus Area Concerns (APR 1984).
- 52.220-3 Utilization of Labor Surplus Area Concerns (APR 1984).
- 52.220-4 Labor Surplus Area Subcontracting Program (APR 1984).
- 52.222-2 Payment for Overtime Premiums (JUL 1990).
- 52.222-26 Equal Opportunity (APR 1984).
- 52.222-28 Equal Opportunity Pre-award Clearance of Subcontracts (APR 1984)
- 52.222-29 Notification of Visa Denial (APR 1984).
- 52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veteran (APR 1984).
- 52.222-36 Affirmative Action for Handicapped Workers (APR 1984).
- 52.222-37 Employment Reports on Special Disabled Veteranary and Veterans of the Vietnam Era (JAN 1988)
- 52.223-2 Clean Air and Water (APR 1984).
- 52.223-6 Drug-Free Workplace (JUL 1990)
- 52.225-11 Restrictions on Certain Foreign Purchases (APR 1991).
- 52.225-13 Restrictions on Contracting with Sanctioned Persons (APR 1991)
- 52.227-13 Patent Rights - Acquisition by the Government (JUN 1989)
- 52.227-14 Rights in Data - General (JUN 1987)
- 52.227-16 Additional Data Requirements (JUN 1987)
- 52.228-3 Worker's Compensation Insurance Defence Base Act (APR 1984)
- 52.228-7 Insurance--Liability to Third Persons (APR 1984).
- 52.229-8 Taxes Foreign cost Reimbursement Contracts (MAR 1990).
- 52.230-3 Cost Accounting Standards (SEP 1987).
- 52.230-4 Administration of Cost Accounting Standards (SEP 1987).
- 52.230-5 Disclosure and Consistency of Cost Accounting Practices (SEP. 1987)
- 52.230-6 Consistency in Cost Accounting Practices (SEPT 1987)
- 52.232-9 Limitation on Withholding of Payments (APR 1984)
- 52.232-17 Interest (JAN 1991)
- 52.232-18 Availability of Funds (APR 1984)
- 52.232-20 Limitation of Costs (APR 1984)
- 52.232-22 Limitation of Funds (APR 1984).
- 52.232-23 Assignment of Claims (JAN 1986).
- 52.232-25 Prompt Payment (APR. 1989)
- 52.233-1 Disputes (APR 1984). Alternate I.
- 52.233-3 Protest after Award (AUG 1989). Alternate I.
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984).
- 52.237-3 Continuity of Services (JAN 1991).
- 52.237-8 Severance Payments to Foreign Nationals Employed Under a Service Contract Performed Outside the United States (JAN 1991)
- 52.242-1 Notice of Intent to Disallow Costs (APR 1984).
- 52.242-2 Production Progress Reports (APR 1991)
- 52.242-13 Bankruptcy (APR 1991)
- 52.243-2 Changes--Cost-Reimbursement Alternate I. (AUG 1987)
- 52.243-7 Notification of changes (APR 1984).
- 52.244-2 Subcontracts (Cost-Reimbursement and Letter Contracts) (JUL 1985).
- 52.244-5 Competition in Subcontracting (APR 1984).
- 52.245-1 Property Records (APR 1984)

- 52.245-5 Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts). Alternate I (JAN 1986).
- 52.245-19 Government Property Furnished "As Is" (APR 1984)
- 52.246-1 Contractor Inspection Requirements (APR 1984)
- 52.246-3 Inspection of Supplies - Cost Reimbursement (APR 1984)
- 52.246-5 Inspection of Services - Cost Reimbursement (APR 1984)
- 52.246-15 Certificate of Conformance (APR 1984)
- 52.246-25 Limitation of Liability--Services (APR 1984).
- 52.247-1 Commercial Bill of Lading Notations (APR 1984).
- 52.247-5 Familiarization with Conditions (APR 1984)
- 52.247-63 Preference for U.S.-Flag Air Carriers (APR 1984).
- 52.247-64 Preference for Privately-Owned U.S.-Flag Commercial Vessels (APR 1984).
- 52.249-6 Termination (Cost-Reimbursement) (MAY 1986)
- 52.249-14 Excusable Delays (APR 1984).
- 52.251-1 Government Supply Sources (APR 1984).
- 52.252-4 Alterations in Contract (APR 1984)

Portions of this contract are altered as follows:

- (a) In the clause entitled "Officials Not To Benefit" (FAR 52.203-1), it is clarified that it refers to United States officials.

- (b) In the clause entitled "Security Requirements" (FAR 52.204-2), paragraph "a" is revised as under:

"(a) This clause applies to the extent that this contract involves access to classified ('Confidential', 'Secret', or 'Top Secret'), or administratively controlled ('Limited Official Use') information."

- (c) In the clause entitled "Workers' Compensation Insurance (Defense Base Act)" (FAR 52.228-3), the following is added:

"(a) The contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between A.I.D. and A.I.D.'s DBA insurance carrier unless the contractor has a DBA self insurance program approved by the Department of Labor or has an approved retrospective rating agreement for DBA.

(b) If A.I.D. or the contractor has secured a waiver of DBA coverage for Contractor's employees who are not citizens of, residents of, or hired in the United States, the Contractor agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employees native country, whichever offers greater benefits. The list of countries for which A.I.D. has secured waiver of DBA coverage is shown in AIDAR 728.305-70(a)(2) (48 CFR 728.305-70(a) (2).

(c) The Contractor further agrees to insert in all subcontracts hereunder to which the DBA is applicable, a clause similar to this clause, including this sentence, imposing on all subcontractors a like

requirement to provide overseas workmen's compensation insurance coverage and obtain DBA coverage under the A.I.D. requirements contract."

- (d) In the clause entitled "Insurance Liability to Third Person" (FAR 52.228-7), insert the following as paragraph "h":
- "(h) Insurance on private automobiles. If Contractor or any of its employees or their dependents transport or cause to be transported (whether or not at contract 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 following minimum coverages, or such other minimum coverages as may be set by the Mission Director payable in United States 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 thereof, before such automobiles are operated within the Cooperating Country. The premium costs for such insurance shall not be a reimbursable cost under this contract."
- (e) In the clause entitled "Cargo Insurance" (FAR 52.228-9 APR 1984), the following preface is to be used preceding the text of the clause:
- "Preface: To the extent that marine insurance is necessary or appropriate under this contract, the contractor shall ensure that U.S. marine insurance companies are offered a fair opportunity to bid for such insurance. This requirement shall be included in all subcontracts under this contract."
- (f) In the clause entitled "Payment for Overtime Premiums" (FAR 52.222-2), insert "zero" in the blank in paragraph (a).
- (g) In the clause entitled "Taxes - Foreign Cost Reimbursement Contracts" (FAR 52.229-8), insert "the Cooperating Country" and "the Cooperating Country", respectively, in the blanks.
- (h) In the clause entitled "Notification of Changes" (FAR 52.243-7), insert "7 days" in the blank in paragraph (b).
- (i) In the clause entitled "Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts). Alternate I" (FAR 52.245-5). Add the preface and reporting requirements as additions to the clause:

Preface: to be inserted preceding the text of the FAR clause.

The term "Government furnished property" wherever it may appear in the following clause, shall mean (1) non-expendable personal property owned by or leased to the U.S. Government and furnished to the Contractor and (2) personal property furnished either prior to or during the performance of this contract by any U.S. Government accountable officer to the Contractor for use in connection with performance of this contract and identified by such officer as accountable. The term "government property", wherever it may appear in the following clause, shall mean government-furnished property and non-expendable personal property title to which vests in the U.S. Government under this contract. Non-expendable property, for purposes of this contract, is defined as property which is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of more than \$500.

Reporting Requirement: to be inserted following the text of the FAR clause.

Reporting Requirements: The Contractor will submit an annual report on all non-expendable property in a form and manner acceptable to A.I.D. substantially as follows:

ANNUAL REPORT OF GOVERNMENT PROPERTY IN CONTRACTOR'S CUSTODY
(Name of Contractor)
As of (End of Contract Year), 19xx

-----	-----	-----
Motor Vehicles Office	Furniture and Furnishings Living Quarters	Other Non- expendable property
-----	-----	-----

- A. Value of property as of last report.
- B. Transactions during this reporting period.
 1. Acquisitions (add):
 - a. Purchased by Contractor 1/
 - b. Transferred from A.I.D. 2/
 - c. Transferred from others-Without reimbursement 3/
 2. Disposals (deduct):
 - a. Returned to A.I.D.
 - b. Transferred to A.I.D.- Contractor Purchased
 - c. Transferred to other Government agencies 3/

d. Other disposals 3/

C. Value of property as of reporting date.

D. Estimated average age of Contractor held property.

Years Years Years Years

1/ Property which is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of more than \$500.

2/ Government furnished property listed in this Contract as non-expendable.

3/ Explain if transactions were not processed through or otherwise authorized by A.I.D..

PROPERTY INVENTORY VERIFICATIONS

I attest that (1) physical inventories of Government property are taken not less frequently than annually; (2) the accountability records maintained for Government

property in our possession are in agreement with such inventories; and (3) the total of the detailed accountability records maintained agrees with the property value shown opposite line C above, and the estimated average age of each category of property is as cited opposite line D above.

Authorized Signature.

(j) Application of Clauses: Until such time as this contract is fully funded the clause "Limitation of Funds", (FAR 52.232-22), shall be applicable. When fully funded, the clause "Limitation of Costs" (FAR 52.232-20), shall be applicable.

II. AGENCY FOR INTERNATIONAL DEVELOPMENT ACQUISITION REGULATION (48 CFR CHAPTER 7) CLAUSES

- 752.202-70 AID Definitions Clause - General Supplement for Use in all A.I.D. Contracts (JAN 1990).
- 752.202-71 AID Definitions Clause - Supplement for Contracts with an Educational Institution for Participant Training (APR 1984)
- 752.202-72 AID Definitions Clause - Supplement for A.I.D. Contracts involving Performance Overseas (DEC 1986)
- 752.219-8 Utilization of Small Business Concerns and Small Disadvantaged Business concerns (JUN 1985)
- 752.226-2 Subcontracting with Disadvantaged Enterprises (APR 1991)

- 752.232-70 Letter of Credit Advance Payment (OCT 1989)
- 752.245-71 Title to and Care of Property (APR 1984).
- 752.7001 Biographical Data (DEC 1988).
- 752.7002 Travel and Transportation (JAN 1990).
- 752.7003 Documentation for Payment (APR 1984).
- 752.7004 Source and Nationality Requirements (APR 1989).
- 752.7005 Language, Weights, and Measures (APR 1984).
- 752.7006 Notices (APR 1984).
- 752.7007 Personnel Compensation (AUG 1984).
- 752.7008 Use of Government Facilities or Personnel (APR 1984).
- 752.7009 Marking (APR 1984).
- 752.7010 Conversion of U.S. Dollars to Local Currency (APR 1984).
- 752.7011 Orientation and Language Training (APR 1984).
- 752.7013 Contractor-Mission Relationships (OCT 1989).
- 752.7014 Notice of Changes in Travel Regulations (JAN 1990).
- 752.7015 Use of Pouch Facilities (APR 1984).
- 752.7017 Local Cost Financing with U.S. Dollars (APR 1984).
- 752.7018 Health and Accident Coverage for A.I.D. Participant Trainees (OCT 1989)
- 752.7019 Participant Training (OCT 1989)
- 752.7021 Changes in Tuition and Fees (APR 1984)
- 752.7022 Conflicts Between Contract and Catalog (APR 1984)
- 752.7023 Required Visa Form for A.I.D. Participants (APR 1984)
- 752.7024 Withdrawal of Students (APR 1984)
- 752.7025 Approvals (APR 1984).
- 752.7026 Reports (OCT 1989).
- 752.7027 Personnel (DEC 1990).
- 752.7028 Differentials & Allowances (DEC 1988).
- 752.7029 Post Privileges (DEC 1990).
- 752.7030 Inspection Trips by Contractor's Officers and Executives (APR 1984)
- 752.7031 Leave and Holidays (OCT 1989).
- 752.7032 International Travel Approval and Notification Requirements (JAN 1990)
- 752.7033 Physical Fitness (DEC 1990)

752.202-70 DEFINITIONS (JAN 1990)

- (a) "AID" shall mean the Agency for International Development.
- (b) "Administrator" shall mean the Administrator or the Deputy Administrator of A.I.D..
- (c) When this contract is with an educational institution "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) When this contract is with an educational institution "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.

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

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

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

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

(i) "Federal Acquisition Regulations (FAR)", when referred to herein shall include Agency for International Development Acquisition Regulations (AIDAR).

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

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

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

752.202-71 A.I.D. DEFINITIONS CLAUSE - SUPPLEMENT FOR CONTRACTS WITH AN
EDUCATIONAL INSTITUTION FOR PARTICIPANT TRAINING (APR 1984)

(a) "Catalog" shall mean any medium by which the Institution publicly announces terms and conditions for enrollment in the institution, including tuition and fees to be charged. This includes "bulletins," "announcements," or any other similar word the Institution may use.

(b) "Director" shall mean the individual who fills the A.I.D. position of Director, Office of International Training, or his/her authorized representative acting within the limits of his/her authority.

(c) "Fees" shall mean those applicable charges directly related to enrollment in the Institution. This shall not include any permit charge (e.g., parking, vehicle registration), or charges for services of a personal nature (e.g., food, housing, laundry) unless specifically called for in this contract.

(d) "Institution" shall mean the educational institution providing services hereunder. The terms "Institution" and "Contractor" are synonymous.

(e) "Tuition" shall mean the amount of money charged by an institution for instruction, not including fees as described in this section.

752.202-72 A.I.D. DEFINITIONS CLAUSE - SUPPLEMENT FOR A.I.D. CONTRACTS INVOLVING PERFORMANCE OVERSEAS (DEC. 1986)

(a) "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.

(b) "Cooperating Country National (CCN) employee" means an individual who meets the citizenship requirements of 48 CFR 702.170-5 and is hired while residing outside the United States for work in a cooperating country.

(c) "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; and

(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.

(d) "Local Currency" shall mean the currency of the Cooperating Country.

(e) "Regular Employee" shall mean a Contractor employee appointed to serve on year or more in the Cooperating Country.

(f) "Short-term employee" shall mean a Contractor employee appointed to serve less than one year in the Cooperating Country.

(g) "Third Country National (TCN) employee" means an individual who meets the citizenship requirements of 48 CFR 702.170-15 and is hired while residing outside the United States for work in a Cooperating Country.

752.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS (JUN 1985).

The Foreign Assistance Act calls for A.I.D. to give small businesses an opportunity to provide supplies and services for foreign assistance projects. To help A.I.D. meet this obligation, the following paragraph is to be added to the clause prescribed in FAR 19.708(a):

A.I.D. small business provision. To permit A.I.D., in accordance with the small business provisions of the Foreign Assistance Act, to give small business firms an opportunity to participate in supplying equipment supplies and services financed under this contract, the Contractor shall, to the maximum extent

possible, provide the following information to the Office of Small and Disadvantaged Business Utilization (OSDBU), A.I.D., Washington, D.C. 20523, at least 45 days prior to placing any order in excess of \$25,000, except where a shorter time is requested of, and granted by OSDBU:

- (1) Brief general description and quantity of commodities or services;
- (2) Closing date for receiving quotations or bids; and
- (3) Address where invitations or specifications may be obtained."

752.226-2 SUBCONTRACTING WITH DISADVANTAGED ENTERPRISES (APR 1991)

Note: This clause does not apply to prime contractors that qualify as disadvantaged enterprises as described below:

(a) Not less than ten (10) percent of the dollar value of this contract shall be subcontracted to disadvantaged enterprises as described in paragraph (b) of this clause.

(b) Disadvantaged enterprises are U.S. organizations or individuals that are:

- (1) Business concerns (as defined in FAR 19.001) owned and controlled by socially and economically disadvantaged individuals;
- (2) Institutions designated by the Secretary of Education, pursuant to 34 CFR 608.2, as historically black colleges and universities;
- (3) Colleges and universities having a student body in which more than 40 percent of the students are Hispanic American; or
- (4) Private voluntary organizations which are controlled by individuals who are socially and economically disadvantaged.

(c) Definitions.

(1) "Controlled by socially and economically disadvantaged individuals" means management and daily business are controlled by one or more such individuals.

(2) "Owned by socially and economically disadvantaged individuals" means at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals.

(3) "Socially and economically disadvantaged individuals" has the same meaning as in FAR 19.001, except that the term also includes women. Any individual who certifies that he or she is a Black American, Hispanic American, Native American (as defined in FAR 19.1001), Asian-Pacific American (as defined in FAR 19.001), Subcontinent-Asian American (as defined in FAR 19.001), or a woman shall be presumed to be a socially and economically disadvantaged individual.

(d) Contractors should require representations from their subcontractors regarding their status as a disadvantaged enterprise. Contractors acting in good faith may rely on such representations by their subcontractors.

752.232-70 LETTER OF CREDIT ADVANCE PAYMENT (OCT 1989)

(a) Payment under this contract shall be by means of a Letter of Credit (LOC) in accordance with the terms and conditions of the LOC and any instructions issued by the A.I.D. Office of Financial Management, Cash Management and Payment Division (PFM/FM/CMP).

(b) As long as the LOC is in effect, the terms and conditions of the LOC and any instructions issued by PFM/FM/CMP constitute the payment conditions of this contract, superseding and taking precedence over any other clause of this contract concerning payment.

(c) If the LOC is revoked, payment may be made on a cost-reimbursement basis, in accordance with the other clauses of this contract concerning payment.

(d) Revocation of the LOC is at the discretion of PFM/FM/CMP after consultation with the contracting officer. Notification to the contractor of revocation must be in writing and must specify the reasons for such action. The contractor may appeal any such revocation to the contracting officer, in accordance with the Disputes clause of this contract. Pending final decision, payments under the contract will be in accordance with paragraph (c) of this clause.

752.245-71 TITLE TO AND CARE OF PROPERTY (APR 1984).

(a) Title to all non-expendable property purchased with contract funds under this contract and used in the Cooperating Country, 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 non-expendable property is reserved to A.I.D. under provisions set forth in the schedule of this contract; but all such property shall be under the custody and control of Contractor until the owner of title directs otherwise, or 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. (Non-expendable property is property which is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of \$500 or more.

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

(c)(1) For non-expendable property to which title is reserved to the U.S. Government under provisions set forth in the schedule of this contract, Contractor shall submit an annual report on all non-expendable property under its custody as required in the clause of this contract entitled "Government Property".

(2) For non-expendable property titled to the Cooperating Government, the Contractor shall, within 90 days after completion of this contract, or at such other date as may be fixed by the Contracting Officer, submit an inventory schedule covering all items of non-expendable property under its custody, which have not been consumed in the performance of this contract. The Contractor shall also indicate what disposition has been made of such property.

752.7001 BIOGRAPHICAL DATA (APR 1984).

(a) Contractor agrees to furnish to the Contracting Officer, on forms provided for that purpose, biographical information on the following individuals to be employed in the performance of the contract: (1) All individuals to be sent outside of the United States, (2) any employees designated as "key personnel", such as the campus coordinator, etc. Biographical data on the other individuals employed under the contract shall be available for review by A.I.D. at the Contractor's headquarters.

(b) Emergency locator information. The Contractor agrees to provide the following information to the Mission Administrative Officer on or before the arrival in the host country of every contract employee or dependent:

(1) The individual's full name, home address, and telephone number.

(2) The name and number of the contract, and whether the individual is an employee or dependent.

(3) The Contractor's name, home office address, and telephone number, including any after-hours emergency number(s), and the name of the Contractor's home office staff member having administrative responsibility for the contract.

(4) The name, address, and telephone number(s) of each individual's next of kin.

(5) Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.

752.7002 TRAVEL AND TRANSPORTATION (JAN 1990).

(a) General. The Contractor will be reimbursed for reasonable, allocable and allowable travel and transportation expenses incurred under and for the performance of this contract. Determination of reasonableness, allocability and allowability will be made by the Contracting Officer based on the applicable cost principles, the contractor's established policies and procedures, A.I.D.'s established policies and procedures for A.I.D. direct-hire employees, and the particular needs of the project being implemented by this contract. The following paragraphs provide specific guidance and limitations on particular items of cost.

(b) International travel. For travel to and from post of assignment the Contractor shall be reimbursed for 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 the 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. Reimbursement for travel will be in accordance with the applicable cost principles and the provisions of this contract, and will be limited to the cost of travel by the most direct and expeditious route. If a regular employee does not complete one full year at post of duty (except for reasons beyond his/her control), the costs of going to and from the post of duty for that employee and his/her dependents 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/her control) the costs of going to the post of duty are reimbursable hereunder but the costs of going from post of duty to the employee's permanent, legal place of residence at the time he or she was employed for work under this contract or other location as approved by the Contracting Officer are not reimbursable under this contract for the employee and his/her dependents. When travel is by economy class accommodations, the Contractor will be reimbursed for the cost 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. Travel allowances for travelers shall not be in excess of the rates authorized in the Standard Regulations (Government Civilians, Foreign Areas) - hereinafter referred to as the Standardized Regulations - as from time to time amended, for not more than the travel time required by scheduled commercial air carrier using the most expeditious route. 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 Regulations.

(c) Local travel. Reimbursement for local travel in connection with duties directly referable to the contract shall not be in excess of the rates established by the Mission Director for the travel costs of travelers in the Cooperating Country. In the absence of such established rates the Contractor shall be reimbursed for actual travel costs of travelers in the Cooperating Government or the Mission, including travel allowances at rates not in excess of those prescribed by the Standard Regulations.

(d) 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 office in the United States or to A.I.D./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.

(e) 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 which in travel status and while performing services hereunder in such other countries at rates not in excess of those prescribed by the Standardized Regulations.

(f) 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 allowable 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 the United States-flag carriers will be reimbursable within the above limitation of allowable costs.

(g) 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 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 "Differential and Allowances" clause of this contract, time spent away from post resulting from educational travel will be counted as time at post.

(h) Delays en route. The Contractor may grant to travelers under this contract reasonable delays en route while in travel status when such delays are 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 provided under the "Leave and Holidays" clause of this contract.

(i) Travel by privately owned automobile. The Contractor shall be reimbursed for the cost of travel performed by a regular employee in his/her privately owned automobile at a rate not to exceed that authorized in the Federal Travel Regulations 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 air and normal per diem by all authorized travelers by surface common carrier or authorized air fare, whichever is less.

(j) Emergency and irregular travel and transportation. Emergency transportation costs and travel allowances while en route, as provided in this section will also be reimbursed not to exceed amounts authorized by the Foreign

Service Travel Regulations for A.I.D.-direct hire employees in like circumstances under the following conditions:

(1) The costs of going from post of duty in the Cooperating Country to the employee's permanent legal place of residence at the time he or she was employed for work under this contract 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 specified in subparagraph (j) (1)(i) and (ii) of this section. 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 provision of this contract entitled "Personnel - Physical Fitness of Employee and Dependents." The Mission Director may authorize a medical attendant to accompany the employee at contract expense if, based on medical opinion, such an attendant is necessary.

(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.

(2) When, for any reason, the Mission Director determines it is necessary to evacuate the Contractor's entire team (employees and dependents) or Contractor dependents only, the Contractor will be reimbursed for 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 employee's permanent, legal place of residence at the time he or she was employed for work under this contract or other approved location. The return of such employees and dependents may also be authorized by the Mission Director when, in his/her discretion, he/she 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/her 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.

(k) Home leave travel. To the extent that home leave has been authorized as provided in the "leave and Holidays" clause of this contract, the cost of travel for home leave is reimbursable for travel costs and travel allowances of travelers from the post of duty in the Cooperating Country 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 to the employee's residence in the United States) and return to the post of duty in the Cooperating Country. Reimbursement for travel will be in accordance with the applicable cost principles and the provisions of this contract, and will be limited to the cost of travel by the most direct and expeditious route. When travel is by economy class accommodations, the Contractor will be reimbursed for the cost 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. Travel allowances for travelers shall not be in excess of the rates authorized in the Standardized Regulations as from time to time amended, for not more than the travel time required by scheduled commercial air carrier using the most expeditious route. One stopover en route for a period of not to exceed 24 hours is allowable when the travel 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 Regulations.

(l) 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 for A.I.D. direct hire employees, and provided further that no reimbursement will be made unless approval is given by the Contractor's Chief of Party.

(m) Transportation for motor vehicles, personal effects and household goods.

(1) Transportation, including packing and crating costs, will be paid for shipping from the point of origin in the United States (ore 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 one privately-owned vehicle for each regular employee, personal effects of travelers and household goods of each regular employee not to exceed the limitations in effect for such shipments for A.I.D. direct hire employees in accordance with the Foreign Service Travel Regulations as in effect when shipment is made.

(2) If a regular employee does not complete one full year at post of duty (except for reasons beyond his/her control), the costs for transportation of vehicles, effects and goods 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/her control) the costs for transportation of vehicles, effects and goods to the post of duty are reimbursable hereunder but the costs for transportation of vehicles, effects and goods from post of duty to the employee's permanent, legal place of residence at the time he or she was employed for work under this contract or other location as approved by the Contracting Officer are not reimbursable under this contract.

(3) 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 the employee when the Mission Director or his/her 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.

(n) Unaccompanied baggage. 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 Contractor will be reimbursed for costs of shipment of unaccompanied baggage (in addition to the weight allowance for household effects) not to exceed the limitations in effect for A.I.D. direct hire employees in accordance with the Foreign Service Travel Regulations as in effect when shipment is made.

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. This provision is applicable to home leave travel and to short-term employees when these are authorized by the terms of this contract.

(o) Storage of household effects. The cost of storage charges (including packing, crating, and drayage costs) in the U.S. 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 (m) above provided that the total amount of effects shipped to the Cooperating Country or stored in the U.S. shall not exceed the amount authorized for A.I.D. direct hire employees under the Uniform Foreign Service Travel Regulations.

(p) International ocean transportation. (1) Flag eligibility requirements for ocean carriage are covered by the "Source and Nationality Requirements" clause of this contract.

(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, Office of Procurement, Agency for International Development, Washington, D.C. 20523-1419, 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.

(2) Transportation of foreign-made vehicles. Reimbursement of the costs of transporting a foreign-made motor vehicle will be made in accordance with the provisions of the Foreign Service Travel Regulations.

(3) 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 A.I.D. contract personnel. These reduced rates are available provided the shipper states on the bill of lading that the cargo is "Personal property-not for resale-payment of freight charges is at U.S. Government (A.I.D.) expense and any

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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 an amount in excess of the reduced rates available in accordance with the foregoing.

752.7003 DOCUMENTATION FOR PAYMENT (APR 1984).

(a) Claims for reimbursement under this contract shall be submitted to the Paying Office indicated on the cover page of this contract. The authorized Certifying Officer of the Paying Office is the designated representative of the Contracting Officer, authorized to approve vouchers under this contract. The Contractor shall submit a Voucher Form SF-1034 (original) and SF-1034(a) in three copies. Each voucher shall be identified by the appropriate A.I.D. 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 three copies of a certified fiscal report rendered by the Contractor in a form and manner satisfactory to A.I.D. substantially as follows:

TOTAL EXPENDITURES

Category	Budget Amount	To Date	This Period (indicate dates)
Salaries and wages:			
Home office	\$XXX	XXX	\$XXX
Field office	XXX	XXX	XXX
Indirect costs:			
Home office	XXX	XXX	XXX
Field office	XXX	XXX	XXX
Consultant fees	XXX	XXX	XXX
Allowances	XXX	XXX	XXX
Travel and transportation	XXX	XXX	XXX
Expendable equipment and materials	XXX	XXX	XXX
Non-expendable property	XXX	XXX	XXX
Participant costs	XXX	XXX	XXX
Other direct costs	XXX	XXX	XXX
Grand Total	\$XXX	\$XXX	\$XXX

(2) The fiscal report shall include a certification, signed by an authorized representative of the Contractor, as follows:

The undersigned hereby certifies that (i) the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract, and to the best of my knowledge and belief, that they are correct, that the sum claimed under this Contract is proper and due, that all the costs of contract performance (except as herewith reported in writing) have been paid or will be paid currently by the Contractor when due in the ordinary course of business, that the work reflected by the

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costs above has been performed, that the quantities and amounts involved are consistent with the requirements of this Contract, that all required Contracting Officer approvals have been obtained, and (ii) appropriate refund to A.I.D. will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this Contract.

BY: _____

TITLE: _____

DATE: _____

(3) Unless otherwise provided in this contract, the Contractor shall submit a vendor's invoice detailing the quantity, description, and price for each individual item purchased, as follows:

(i) Expendable equipment, supplies, or commodities -- for transactions totaling more than \$2,500.

(ii) Non-expendable property -- for every purchase. Non-expendable property is property which is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of more than \$500.

(iii) The bill of lading or airway bill as evidence of shipment by U.S.-flag carrier.

(b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instruction provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions shall be provided to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.

(c) Upon compliance by the Contractor with all the provisions of this contract, 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 moneys (dollars or local currency) due under the completion 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 this contract.

(d) 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 clauses of this contract entitled "Examination of Records by Comptroller General" and "Audit".

752.7004 SOURCE AND NATIONALITY REQUIREMENTS (APR 1989).

(a) General. Except as may be specifically approved or directed in advance by the Contracting Officer, all goods (e.g., equipment, vehicles, materials and supplies), and services which will be financed under this contract with United States dollars shall be procured in and shipped from the United States, or from any other countries within the authorized geographic code or codes specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer. A.I.D. policies on source and nationality requirements are contained in Chapters 4 and 5 of A.I.D. Handbook 1, Supplement B (Procurement Policies).

(b) Ocean and air transportation.

(1) Except as otherwise approved in writing by the Contracting Officer, A.I.D. will finance only those ocean transportation costs:

(i) Incurred on vessels under U.S. flag registry, when Geographic Code 000 is authorized for procurement of goods or services;

(ii) Incurred on vessels under U.S., Cooperating Country, or other Countries included in Geographic Code 941 flag registry, when Geographic Code 941 is authorized for procurement of goods or services; or

(iii) Incurred on vessels under flag registry of any free world country, if the costs are part of the total cost on a through bill of lading paid to a carrier for initial carriage on a vessel which is authorized in accordance with paragraphs (b)(1)(i) and (ii), above.

(2) Any ocean or air charter, covering full or part cargo, for the transportation of goods purchased under this contract must be approved by the Transportation Division, Office of Procurement, prior to shipment.

(3) When use of non-U.S. flag vessels has been authorized, the following requirements still apply:

(i) At least 50% of the gross tonnage of all goods purchased under this contract and transported to the Cooperating Country on ocean vessels shall be transported on privately-owned U.S. flag commercial vessels, to the extent such vessels are available at fair and reasonable rates for such vessels; and

(ii) At least 50% of the gross freight revenue generated by shipments of goods purchased under this contract and transported to the Cooperating Country on dry cargo liners shall be paid to or for the benefit of privately-owned U.S. flag commercial vessels to the extent such vessels are available at fair and reasonable rates for such vessels.

(4) When U.S. flag vessels are not available, or their use would result in a significant delay, the Contractor may request a certificate of nonavailability from the A.I.D. Transportation Support Division, Office of Commodity Management, giving the basis for the request. Such a determination of nonavailability will relieve the Contractor of the requirement to use U.S. flag vessels for the tonnage of goods included in the determination.

(5) Vouchers submitted for reimbursement which include ocean shipment costs shall contain a certification essentially as follows: "I hereby certify that a copy of each ocean bill of lading concerned has been submitted to the Maritime Administration, Division of National Cargo, 400 Seventh St., S.W., Washington, D.C. 20590, and that such bills of lading state all of the carrier's charges including the basis for calculation such as weight or cubic measurement".

(6) For use of U.S. flag air carriers, see the General Provision entitled "Preference for U.S. Flag Air Carriers".

(c) Marine insurance. The eligibility of marine insurance is determined by the country in which it is "placed." Insurance is "placed" in country if payment of the insurance premium is made to, and the insurance policy is issued by, an insurance company located in that country. Eligible countries for placement are governed by the authorized geographic code, except that if Code 941 is authorized, the Cooperating Country is also eligible. Section 604(d) of the Foreign Assistance Act requires that if a recipient country discriminates by statute, decree, rule, or practice with respect to A.I.D.-financed procurement against any marine insurance company authorized to do business in any State of the United States, then any A.I.D.-financed commodity shipped to that country shall be insured against marine risk and the insurance shall be placed in the U.S. with a company or companies authorized to do a marine insurance business in any State of the U.S.

(d) Ineligible goods and services. The following goods or services shall not be procured under this contract:

- (1) Military equipment,
- (2) Surveillance equipment,
- (3) Commodities and services for support of police or other law enforcement activities,
- (4) Abortion equipment and services,
- (5) Luxury goods and gambling equipment, or
- (6) Weather modification equipment.

If A.I.D. determines that the Contractor has procured any of these specific ineligible goods and services under this contract and has received payment therefor, the Contractor agrees to refund to A.I.D. the entire amount of the purchase.

(e) Restricted goods. The Contractor shall not procure any of the following goods or services without the prior written approval of the Contracting Officer:

- (1) Agricultural commodities,
- (2) Motor vehicles,
- (3) Pharmaceuticals,
- (4) Pesticides,
- (5) Plasticizers,
- (6) Used equipment,
- (7) U.S. government-owned excess property, or
- (8) Fertilizer.

If A.I.D. determines that the Contractor has procured any of these specified restricted goods under this contract without the prior written authorization of the Contracting Officer, and has received payment for such purposes, the Contractor agrees to refund to A.I.D. the entire amount of the purchase.

(f) Printed or audio-visual teaching materials. If the effective use of printed or audio-visual teaching materials depends upon their being in the local language and if such materials are intended for technical assistance projects or activities financed by A.I.D. in whole or in part and if other funds, including U.S.-owned or U.S.-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:

- (1) Code 000, United States,
- (2) Code ---, Cooperating Country,
- (3) Code 941, Selected Free World,
- (4) Code 899, Free World.

(g) Ineligible suppliers. Funds provided under this contract shall not be used to procure any commodity or commodity-related services furnished by any supplier whose name appears on the List of Ineligible Suppliers under A.I.D. Regulation 8, "Suppliers of Commodities and Commodity-Related Services Ineligible for A.I.D. Financing" (22 CFR 208).

752.7005 LANGUAGE, WEIGHTS, AND MEASURES (APR 1984).

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.

752.7006 NOTICES (APR 1984).

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

To A.I.D.: Administrator, Agency for International Development, Washington, D.C. 20523-0061. Attention: Contracting Officer (the name of the cognizant Contracting Officer with a copy to the appropriate Mission Director).

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

752.7007 PERSONNEL COMPENSATION (AUG 1984).

(a) Direct compensation of the Contractor's personnel will be in accordance with the Contractor's established policies, procedures, and practices, and the cost principles applicable to this contract.

(b) Compensation (i.e., the employee's base annual salary plus overseas recruitment incentive, if any) which exceeds the maximum payable annual or daily rate for a Foreign Service Officer Class FS-1 as set forth in the payment schedule of the Uniform State/A.I.D./USIA Regulations, as from time to time amended, will be reimbursed only with the approval of the Contracting Officer.

752.7008 USE OF GOVERNMENT FACILITIES OR PERSONNEL (APR 1984).

(a) The Contractor and any employee or consultant of the Contractor is prohibited from using U.S. Government facilities (such as office space or equipment) or U.S. Government clerical or technical personnel in the performance of the services specified in the contract, unless the use of Government facilities or personnel is specifically authorized in the contract, or is authorized in advance, in writing, by the Contracting Officer.

(b) If at any time it is determined that the Contractor, or any of its employees or consultants have used U.S. Government facilities or personnel without authorization either in the contract itself, or in advance, in writing, by the Contracting Officer, then the amount payable under the contract shall be reduced by an amount equal to the value of the U.S. Government facilities or personnel used by the Contractor, as determined by the Contracting Officer.

(c) If the parties fail to agree on an adjustment made pursuant to this clause, it shall be considered a dispute, and shall be dealt with under the terms of the clause of this contract entitled "Disputes".

752.7009 MARKING (APR 1984).

(a) It is A.I.D. policy that A.I.D.-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the A.I.D. red, white, and blue handclasp emblem. Shipping containers are also to be marked with the last five digits of the A.I.D. financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semifinished products which are not packaged.

(b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided

through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

(c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.

(d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

752.7010 CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY (APR 1984).

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 its employees shall follow in the conversion of United States 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.

752.7011 ORIENTATION AND LANGUAGE TRAINING (APR 1984).

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

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

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(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 cost principles applicable to this contract. Allowable salary costs during the period of orientation are also reimbursable.

752.7013 CONTRACTOR-MISSION RELATIONSHIPS (OCT 1989).

(a) The Contractor acknowledges that this contract is an important part of the United States Foreign Assistance Program and agrees that its operations and those of its 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 A.I.D. in the Cooperating Country. In this capacity, he/she is responsible for the total A.I.D. program in the cooperating country including certain administrative responsibilities set forth in this contract and for advising A.I.D. regarding the performance of the work under the contract and its effect on the 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, it 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) 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.

(d) The parties recognize the right of the U.S. 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.

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

(f) 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.

752.7014 NOTICE OF CHANGES IN TRAVEL REGULATIONS (JAN 1990).

(a) Changes in travel, differential, and allowance regulations shall be effective on either the beginning of the Contractor's next pay period following the effective date of the change as published in the applicable travel regulations (the Standardized Regulations (Government Civilians, Foreign Areas), the Uniform State/A.I.D./USIA Foreign Service Travel Regulations, and the Federal Travel

Regulations).

(b) The Standardized Regulations (Government Civilians and Foreign Areas), and the Federal Travel Regulations are available from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402.

(c) Information regarding the Uniform State/A.I.D./USIA Foreign Service Travel Regulations as referenced in the "Travel and Transportation" clause of this contract may be obtained from the Contracting Officer.

752.7015 USE OF POUCH FACILITIES (APR 1984).

(a) Use of diplomatic pouch is controlled by the Department of State. The Department of State has authorized the use of pouch facilities for A.I.D. Contractors and their employees as a general policy, as detailed in paragraphs (a)(1) through (a)(7) of this section; however, the final decision regarding use of pouch facilities rests with the Embassy or A.I.D. Mission. In consideration of the use of pouch facilities as hereinafter stated, the Contractor and its employees agree to indemnify and hold harmless the Department of State and A.I.D. against loss or damage occurring in pouch transmission.

(1) Contractors and their employees are authorized use of the pouch for transmission and receipt of up to a maximum of 2 pounds per shipment of correspondence and documents needed in the administration of foreign assistance programs.

(2) U.S.citizen employees are authorized use of the pouch for personal mail up to a maximum of one pound per shipment (but see paragraph (a)(3) of this section).

(3) Merchandise, parcels, magazines, or newspapers are not considered to be personal mail for purposes of this clause, and are not authorized to be sent or received by pouch.

(4) Official mail as authorized by paragraph (c)(1) of this clause should be addressed as follows: Name, followed by the symbol "C" U.S.A.I.D./City or Name of Post/Four Digit country code, Washington, DC 20090-6950.

(5) Personal mail pursuant to paragraph (a)(2) of this section should be sent to the address specified in paragraph (a)(4) of this section, but without the name of the organization.

(6) Mail sent via the diplomatic pouch may not be in violation of U.S. Postal laws and may not contain material ineligible for pouch transmission.

(7) A.I.D. Contractor personnel are not authorized use of military postal facilities (APO/FPO). This is an Adjutant General's decision based on existing laws and regulations governing military postal facilities and is being enforced worldwide. Posts having access to APO/FPO facilities and using such for diplomatic pouch dispatch, may, however, accept official mail from Contractors and letter mail from their employees for the pouch, provided of course, adequate

postage is affixed.

(b) The Contractor shall be responsible for advising its employees of this authorization and these guidelines and limitations on use of pouch facilities.

(c) Specific additional guidance on use of pouch facilities in accordance with this clause is available from the Post Communication Center at the Embassy or A.I.D. Mission.

752.7017 LOCAL COST FINANCING WITH U.S. DOLLARS (APR 1984).

Local cost financing is the use of U.S. dollars to obtain local currency for the procurement of goods and services in the Cooperating Country in furtherance of the purpose of the contract. Local cost financing must be specifically authorized in the schedule of the contract. The amount of U.S. dollars which may be used must be specified in the authorization, together with any special restrictions on their use. Procurement of goods and services under local cost financing is subject to the restrictions governing Ineligible goods and services, and Restricted goods in 48 CFR 752.7004(d) and 752.7004(e). Unless otherwise specifically authorized, the policies in Chapter 18 of A.I.D. Handbook 1, Supplement B are applicable to all local cost financing.

752.7018 HEALTH AND ACCIDENT COVERAGE FOR A.I.D. PARTICIPANT TRAINEES (OCT 1989).

(a) The Contractor shall enroll all non-U.S. participants (hereinafter referred to as "participants"), whose training in the U.S. is financed by A.I.D. under this contract, in A.I.D.'s Health and Accident Coverage (HAC) program.

(b) The Contractor shall, prior to the initiation of travel by each participant financed by A.I.D. under this contract, fill out and mail to A.I.D. the Participant Data Form (form A.I.D. 1381-4). The Contractor can obtain a supply of these cards and instructions for completing them, from the Office of International Training, A.I.D., Washington, D.C. 20523-1601.

(c) The Contractor shall assure that enrollment shall begin immediately upon the participant's departure for the United States for the purpose of participating in a training program financed by A.I.D. and that enrollment shall continue in full force and effect until the participant returns to his/her country of origin, or is released from A.I.D.'s responsibility, whichever is the sooner. The Contractor shall continue enrollment for participants whose departure is delayed due to medical or other compelling reasons, with the written concurrence of the A.I.D. Project Manager and subject to the requirements of paragraph (d).

(d) The Contractor shall submit the Participant Data Form to A.I.D., as specified in paragraph (b) of this section, to enable the participant(s), or the provider of medical services, to submit bills for medical costs resulting from illness and accident to the HAC Administrator (the name and address of the HAC Administrator may be obtained from either FM/CMP (see paragraph (d)(1) of this clause), or from the Office of International Training (see paragraph (b) of this

clause). The HAC Administrator, not the Contractor, shall be responsible for paying all reasonable and necessary charges, not otherwise covered by student health service or other insurance programs (see paragraphs (e) and (f)), subject to the availability of funds for such purposes, in accordance with the standards of coverage established by A.I.D. under the HAC program, and subject to the payment of the fee specified in paragraph (d)(1), of this section.

(1) Within thirty (30) days after enrollment, the Contractor shall send to: Agency for International Development, Office of Financial Management, Cash Management and Payment Division, Non-Project Assistance, Washington, D.C. 20523, an enrollment fee computed on the basis of the fixed rate per participant per month (information regarding the current rate is available from the A.I.D. Office of International Training, or the HAC Administrator). The minimum period for calculation of fee is one month -- that is, one participant month, 30 days, not one calendar month. Premiums may not be prorated for fractional periods of less than 30 days. The enrollment fee should cover a minimum period of up to one year or the current training period for which funds are obligated under this contract, whichever is less. As applicable, payments for additional periods of enrollment shall be made 30 days prior to the beginning of each new enrollment period or new period of funding of this contract. All such fee payments shall be made by check, payable to the "Agency for International Development (HAC)." If payments are not made within 30 days, a late payment charge shall apply at a percentage rate based on the current value of funds to the Treasury for each 30 day period; the full charge shall also be applicable to periods of less than 30 days. The percentage rate will be calculated by the Treasury as an average of the current value of funds to the Treasury for a recent three month period and will be transmitted to A.I.D. in TFRM Bulletins. The late payment charge shall be applied to any portion of the fees in arrears and be remitted together with the fees as a separately identified item on the covering memorandum.

(2) Whenever possible, fee payments for groups of several participants entering the HAC Program within the thirty-day reporting period shall be consolidated and covered by a single check. Participants covered by the fee payment shall be listed individually in a covering letter, identifying each participant (the name reported must be identical to that on the HAC enrollment card), showing period of enrollment (or period of coverage for which payment is remitted if this is different from the enrollment period), fee amount paid, contract number, and U.S. Government appropriation number (as shown under the "Accounting and Appropriation Data" block of the cover page of the contract).

(e) The Contractor, to the extent that it is an educational institution with a student health service program, shall also enroll all participants in their institution's student health service program. Medical costs which are covered under the institution's student health service shall not be eligible for payment under A.I.D.'s HAC program. The Contractor shall provide the HAC Administrator with a copy of information showing what medical costs are covered by the institution's student health service program; medical costs that are not covered by the institution's student health service program shall be submitted to the HAC Administrator.

(f) If the Contractor has a mandatory, non-waivable health and accident insurance program for students, the costs of such insurance will be allowable under this contract. Any claims eligible under such insurance will not be payable under A.I.D.'s HAC plan or under this contract. Even though the participant is covered by the Contractor's mandatory, non-waivable health and accident insurance program, the participant MUST be enrolled in A.I.D.'s more comprehensive HAC program and HAC payments MUST be made to A.I.D. as provided above. In addition, a copy of the mandatory insurance policy must be forwarded to the HAC Administrator.

(g) Any payments for medical costs not covered by the Contractor's student health service program, or mandatory, non-waivable health and accident insurance program, or A.I.D.'s HAC program shall be reimbursable under this contract only with specific written approval of the Contracting Office and subject to the availability of funds.

752.7019 PARTICIPANT TRAINING (OCT 1989)

For use in any A.I.D. direct contract involving training of A.I.D. participants. Note that paragraphs (d) through (g) of this clause are applicable only when the contract is with an educational institution.

(a) Definitions.

(1) Participant training is the training of any foreign national outside of his or her home country, using A.I.D. funds.

(2) A Participant is any foreign national being trained under this contract outside of his or her country.

(b) Applicable regulations. Proposals for contracts involving training of A.I.D. participants, and participant training conducted under an A.I.D. contract shall follow the policies established in A.I.D. Handbook 10 - "Participant Training," except to the extent that specific exceptions to A.I.D. Handbook 10 have been provided in this contract. (Handbook 10 may be obtained by submitting a request to the Office of International Training, at the address specified in paragraph (c) of this section.)

(c) Reporting requirement. Once each month the Contractor shall submit three copies of form A.I.D. 1381-4, "Participant Data Form" to the Office of International Training, A.I.D., Washington, DC 20523-1601.

(The following paragraphs (d) through (g) are applicable if this contract is with an educational institution)

(d) To the extent foreign country national training is authorized in the schedule of this contract, 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'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 A.I.D. rates established in the applicable A.I.D. Handbook, 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".

(e) Health and accident coverage for foreign country nationals is governed by the clause of this contract entitled "Health and Accident Coverage for A.I.D. Participant Trainees."

(f) For participants assigned to the Contractor for whom specifically-designed courses not otherwise covered in paragraph (d)(1) of this clause are authorized, the Contractor shall be paid the following in lieu of the costs authorized in paragraph (d)(1) of this clause.

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

(i) One participant: \$150 for the first day, and \$50 per day for each additional day, up to 19 days.

(ii) Groups up to and including 10 participants: for the first day, \$150 for the first participant, and \$50 for each additional participant. For each additional day, up to 19 days, \$50 for each participant.

(2) For more than 20 instructional days, or more than 10 participants: The Contractor shall submit a proposal including supporting cost and pricing data to the Contracting Officer for approval.

(g) The Contractor shall prepare and submit to the Office of International Training a nonobligating Project Implementation Order/Participant, A.I.D. Form 1380-1, on all participants trained under this contract, either in the United States or third country.

752.7021 CHANGES IN TUITION AND FEES (APR 1984)

While educational programs for participants will be established utilizing the Contractor's currently applicable tuition and fee schedule, the parties understand that such standard tuition and fees may be subject to change during the course of the program. If such event results in an increase in the cost of the program, A.I.D. agrees to pay such increased standard tuition and fees in the next applicable academic term as a condition for the continuation of the program. If such change results in a decrease in the cost of the program, the Contractor agrees to charge to A.I.D. only the amount of such revised standard tuition and fees in the next applicable academic term. The Contractor shall undertake to keep A.I.D. currently advised as to changes in its standard tuition and fees. At such time as increases in the amounts of tuition and fees results in there being inadequate funds remaining in this contract to meet the costs of the next academic term, the Contractor will so advise A.I.D.. A.I.D. may then provide such additional funds as required to complete the program.

752.7022 CONFLICTS BETWEEN CONTRACT AND CATALOG (APR 1984)

In the event of any inconsistency between the provisions of this contract and any catalog, or other document incorporated in this contract by reference or otherwise or any of the Contractor's rules and regulations, the provisions of this contract shall govern.

752.7023 REQUIRED VISA FORM FOR A.I.D. PARTICIPANTS (APR 1984)

The contractor shall insure that any foreign student brought to the United States for training under this contract uses visa form IAP 66A "Certificate for Exchange Visitor (J-1) status."

752.7024 WITHDRAWAL OF STUDENTS (APR 1984)

(a) The Government may, at its option and at any time, withdraw any student.

(b) The Contractor may request withdrawal by the Government of any student for academic or disciplinary reasons.

(c) If such withdrawal occurs prior to the end of a term, the Government shall pay any tuition and fees due for the current term in which the student may be enrolled, and the Contractor shall credit the Government with any charges eligible for refund under the effective date of such withdrawal.

(d) Withdrawal of students by the Government shall not be the basis for any special charge or claim by the Contractor other than as provided by the Contractor's standard procedures.

752.7025 APPROVALS (APR 1984).

All approvals required to be given under the contract by the Contracting Officer or the Mission Director shall be in writing and, except when extraordinary

circumstances make it impracticable, shall be requested by the Contractor sufficiently in advance of the contemplated action to permit approval, disapproval or other disposition prior to that action. 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.

752.7026 REPORTS (OCT 1989).

(a) Reports required. The Contractor shall prepare the following reports:

(1) A semi-annual, substantive report submitted within 45 days of the end of the period being covered, covering the status of the work under the contract, indicating progress, setting forth plans for the ensuing period, and including recommendations covering the current needs in the fields of activity covered under the terms of this contract.

(2) (This paragraph (a)(2) is applicable to cost reimbursement contract only.) A semi-annual, administrative report submitted within 45 days of the end of the period being covered, covering expenditures by the contract budget category, personnel employed under the contract, and foreign nationals being trained under the contract (if any).

(3) 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.

(4) Any other reports specified in the Schedule of this contract.

(b) Distribution of reports. Copies of reports required under paragraph (a) shall be distributed as follows:

(1) 3 copies to the Contracting officer;

(2) 4 copies to the Project Officer; and

(3) 2 copies to the Bureau for Program and Policy Coordination, Center for Development Information and Evaluation, Development Information Division, addressed as follows: PPC/CDIE/DI, ACQUISITIONS, Room 209, SA-18, Agency for International Development, Washington, DC 20523-1802.

(c) General. (1) the title page of all reports shall include a descriptive title, the author's name(s), contract number, project number and title, contractor's name, name of the A.I.D. project office, and the publication or issuance date of the report.

(2) When preparing reports, the contractor shall refrain from using elaborate art work, multicolor printing and extensive paper/binding, unless it is specifically authorized in the Contract Schedule. Whenever possible, pages should be printed on both sides using single space type.

752.7027 PERSONNEL (DEC 1990).

(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) Physical fitness of employees and dependents. See the clause of this contract entitled Physical Fitness.

(c) Conformity to laws and regulations of Cooperating Country. Contractor agrees to use its best efforts to assure that its employees and their dependents, while in the Cooperating Country, abide by all applicable laws and regulations of the Cooperating Country and political subdivisions thereof.

(d) Importation or sale of personal property or automobiles. To the extent permitted by Cooperating Country laws, the importation 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 U.S. nationals employed by the Mission. This provision does not apply to employees or consultants who are citizens or legal residents of the Cooperating Country.

(e) Economic and Financial Activities. Other than work to be performed under this contract for which an employee or consultant is assigned by the contractor, no such employee or consultant of the contractor shall engage, directly or indirectly, either in his/her 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/she 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 in which he/she is assigned. This provision does not apply to employees or consultants who are citizens or legal residents of the Cooperating Country.

[The following paragraphs (f) and (g) are applicable only to cost reimbursement contracts.]

(f) 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 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 A.I.D. personnel at a particular post is less than 2 years, then a normal appointment under this contract may be of the same duration.

(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.

(g) Employment of Dependents. If any person who is employed for services in the Cooperating Country under this contract is either (1) a dependent of an employee of the U.S. Government working in the Cooperating Country, or (2) a dependent of a contractor employee working under a contract with the U.S. Government in the Cooperating Country, such person shall continue to hold the status of a dependent. 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).

752.7028 DIFFERENTIAL AND ALLOWANCES (DEC 1988).

(This clause does not apply to TCN and CCN employees. TCN and CCN employees are not eligible for differentials and allowances, unless specifically authorized by the cognizant Assistant Administrator or Mission Director. A copy of such authorization shall be retained and made available as part of the Contractor's records which are required to be preserved and made available by the "Examination of Records by the Comptroller General" and "Audit" clauses of this contract.)

(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 A.I.D. direct-hire employees, post differential not to exceed the percentage of salary as is provided such A.I.D. employees in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 500 (except the limitation contained in Section 552, "Ceiling on Payment") 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 or vacation leave taken 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/her post of assignment for purposes

of home leave. Short-term employees shall be entitled to post differential beginning with the forty-third (43rd) day at post.

(b) Living quarters allowance. Living quarters allowance is an allowance granted to reimburse an employee for substantially all of his/her cost for either temporary or residence quarters whenever Government-owned or Government-rented quarters are not provided to him/her at his/her 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 A.I.D. employees of equivalent rank in the Cooperating Country, in accordance with either the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 130, 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 Federal 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 United States 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) one (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, 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 cost, 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 A.I.D. employees in the Cooperating Country, in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 220, 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/her 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, as from time to time amended.

(f) Educational allowance. Educational allowance is an allowance to assist an employee in meeting the extraordinary and necessary expenses, not otherwise compensated for, incurred by reason of his/her service in a foreign area in providing adequate elementary and secondary education for his/her 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, 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 educational 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, as from time to time amended. Educational travel shall not be authorized for regular employees whose assignment is less than two 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/her post of assignment in a foreign area, or for the convenience of the Government, to meet the additional expense of maintaining his/her 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 A.I.D. employees in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 260, 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, and the Federal Travel Regulations, as from time to time amended.

(j) Danger pay allowance. (1) The Contractor will be reimbursed for payments made to its employees for danger pay not to exceed that paid A.I.D. employees in the cooperating country, in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 650, as from time to time amended.

(2) Danger pay is an allowance that provides additional compensation above basic compensation to an employee in a foreign area where civil insurrection, civil war, terrorism or wartime conditions threaten physical harm or imminent danger to the health or well-being of the employee. The danger pay allowance is in lieu of that part of the post differential which is attributable to political violence. Consequently, the post differential may be reduced while danger pay is in effect to avoid dual crediting for political violence.

752.7029 POST PRIVILEGES (DEC 1990).

(A) Routine health room services may be available, subject to post policy and review of medical examination results by the State Department Office of Medical Services in accordance with the clause of this contract entitled "Physical Fitness," to U.S. citizen contractors and their authorized dependents (regardless of citizenship) at the post of duty. These services do not include hospitalization, or predeparture or end of tour medical examinations. The services normally include such medications as may be available, immunizations and preventive health measures, diagnostic examinations and advice, and home visits as medically indicated. Emergency medical treatment is provided to U.S. citizen employees and dependents, whether or not they have been granted access to routine health room services, on the same basis as it would be to any U.S. citizen in an emergency medical situation in the country.

(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 Embassy, A.I.D. Mission, U.S. Information Service, and the Military. Normally, the agreements do not permit these facilities to be made available to nonofficial Americans.

752.7030 INSPECTION TRIPS BY CONTRACTOR'S OFFICERS AND EXECUTIVES (APR 1984)

Provided it is approved by the Mission Director, the Contractor may send the Campus Coordinator, a professional member of its staff as an alternate to the Campus Coordinator, or such of its 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/her alternate, no direct salary charges will be paid hereunder with respect to any such officials.

752.7031 LEAVE AND HOLIDAYS (OCT 1989).

(a) Vacation leave.

(1) The Contractor may grant to its employees working overseas under this contract, vacations of reasonable duration in accordance with the Contractor's practice for its employees, but in no event shall such vacation leave be earned at a rate exceeding twenty-six (26) work days per annum. Reimbursement for vacation leave is limited to the amount earned by employees while serving under this contract.

For regular employees during their tour of duty in the Cooperating Country, vacation leave is provided under this contract primarily for purposes of affording necessary rest and recreation. The Contractor's Chief of Party, the employee and the Cooperating Country institution associated with this project shall develop vacation leave schedules early in the employee's tour of duty taking into consideration project requirements, employee preference and other factors.

(2) Leave taken during the concluding weeks of an employee's tour shall be included in the established leave schedule and be limited to that amount of leave which can be earned during a twelve month period unless approved in accordance with paragraph (a)(3) of this section.

(3) Vacation leave earned but not taken by the end of the employee's tour pursuant to paragraphs (a)(1) and (2) of this clause will be forfeited, unless the requirements of the project precluded the employee from taking such leave and the Contracting Officer, with the endorsement of the Mission, approves one of the following as an alternative:

(i) Taking, during the concluding weeks of the employee's tour, leave not permitted under (a)(2) of this section, or

(ii) Lump-sum payment for leave not taken provided such leave does not exceed the number of days which can be earned by the employee during a twelve month period.

(b) Sick Leave. Sick leave is earned by regular and short-term employees in accordance with the Contractor's usual practice but not to exceed 13 work days 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 A.I.D. 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 (c)(4) of this clause, 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 (c)(2), of this section, 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/her 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/her current tour of duty and an additional 2 year appointment under this contract, or such other additional appointment 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) of this section, 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 United States port of embarkation on international travel and continuing, inclusive of authorized delays en route, to the date of arrival at the United States 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 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 A.I.D. 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/her 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 at home office or at A.I.D./Washington before returning to their post of duty. Consultation at locations other than A.I.D./Washington or home office, as well as any time in excess of 5 days spent for consultation, must be approved by the Mission Director or the Contracting Officer.

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(7) Except as provided in the schedule or approved by the Mission Director or the Contracting Officer, home leave is not authorized for TCN or CCN employees.

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

(e) 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 practice to each regular employee whose appointment is not limited to 1 year or less and who is a reservist of the United States Armed Forces, provided that such military leave has been approved in advance by the cognizant Mission Director or Assistant Administrator. A copy of any such approval shall be provided to the Contracting Officer.

(f) Leave Records. The Contractor's leave records shall be preserved and made available as part of the contractor's records which are required to be preserved and made available by the Examination of Records by the Comptroller General and Audit clauses of this contract.

752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)

Prior written approval by the Contracting Officer is required for all international travel directly and identifiably funded by A.I.D. under this contract. The Contractor shall therefore present to the Contracting Officer an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops) and dates of travel, as far in advance of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The Contracting officer's prior written approval may be in the form of a letter or telegram or similar device or may be specifically incorporated into the schedule of the contract. At least one week prior to commencement of approval international travel, the Contractor shall notify the cognizant Mission, with a copy of the Contracting Officer, of planned travel, identifying the travellers and the dates and times of arrival.

752.7033 PHYSICAL FITNESS (DEC 1990) (The requirements of this provision do not apply to employees hired in the Cooperating Country or to authorized dependents who were already in the Cooperating Country when their sponsoring employee was hired.)

(a) Assignments of less than 60 days in the Cooperating Country. The Contractor shall require employees being assigned to the Cooperating Country for less than 60 days to be examined by a licensed doctor of medicine. The contractor shall require the doctor to certify that, in the doctor's opinion, the employee is physically qualified to engage in the type of activity for which he/she is employed and the employee is physically able to reside in the country to which he/she is assigned. Under a cost reimbursement contract, if the contractor has no such medical certificate on file prior to the departure for the Cooperating Country of any employee and such employee is unable to perform the type of activity for which he is employed or cannot complete his/her tour of

duty because of any physical disability (other than physical disability arising from an accident while employed under this contract), the contractor shall be responsible for returning the disabled employee to his/her point of hire and providing a replacement at no additional cost to the Government. In addition, in the case of a cost reimbursement contractor, the contractor shall not be entitled to reimbursement for any additional costs attributable to delays or other circumstances caused by the employee's inability to complete his/her tour of duty.

(b) Assignments of 60 days or more in the Cooperating Country. (1) The Contracting Officer shall provide the contractor with a reproducible copy of the "A.I.D. Contractor Employee Physical Examination Form". This form is an information collection; it has been reviewed and approved by OMB, and assigned Control No. 0412-0536. The necessary Paperwork Reduction Act information regarding reporting burden estimate, contact points regarding burden estimate, and OMB approval expiration date is printed on the form. The contractor shall reproduce the form as required, and provide a copy to each employee and authorized dependent proposed for assignments of 60 days or more in the Cooperating Country. The contractor shall have the employee and all authorized dependents obtain a physical examination from a licensed physician, who will complete the form for each individual and mail it to the address on page three of the form. All envelopes must be marked "A.I.D. Contractor Employee Examination Form - Privileged Medical Information". After reviewing the form, the State Department Office of Medical Services (M/MED) will advise the contractor as to whether or not the embassy health unit is adequate to provide routine care to the individual, depending on his or her medical condition. The contractor is responsible for providing the M/MED decision to the health unit in question. No travel to post may be initiated until the health unit has received the M/MED decision and the Contracting officer authorizes such travel in writing.

(2) (The following information is provided for two purposes: to assist fixed price Offerors to develop their price proposal, and to provide cost reimbursement contractors with guidance in determining reasonable and allowable costs.) As a contribution to the cost of medical examinations, A.I.D. shall reimburse the contractor for the physical examination authorized in paragraph (a) of this section in an amount not to exceed \$100 for the physical examination, plus reimbursement of charges for immunizations to the extent not covered by the contractor's health insurance policy. For physical examinations authorized in paragraph (b)(1) above, the A.I.D. contribution to the cost of the examination shall be as follows:

(i) For the employee and authorized dependents 12 years of age and over, one half of the cost of each examination up to a maximum A.I.D. share of \$300 per individual, plus reimbursement of charges for immunizations to the extent not covered by the contractor's health insurance policy.

(ii) For authorized dependents under 12 years of age, one half of the cost of each examination up to a maximum A.I.D. share of \$120 per individual, plus reimbursement of charges for immunizations to the extent not covered by the contractor's health insurance policy.

(iii) The contractor must obtain the prior written approval of the Contracting Officer to receive any A.I.D. contributions higher than these limits.

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PROJECT IMPLEMENTATION ORDER/TECHNICAL SERVICES (PIO/T)*

Cooperating Country Afghanistan		2. PIO/T No. 306-0212-3-20030	3. PIO/T Amend No N/A
4. Project/Activity No. and Title Human Resources Development Project 306-0212		5. Appropriation Symbol(s) 72-112/31021	
7. Pro Ag No. or Project Authorization/Date Activity Authorization Dated 12/18/91		6. Budget Plan Code(s) HDE2-92-27306-K4-13 \$555,000 HDH2-92-27306-K4-13 \$1632,000	
9. Project Assistance Completion Date (Month, Day, Year) December 31, 1996		8. Obligation Status <input type="checkbox"/> Administrative Reservation <input checked="" type="checkbox"/> Implementing Document	
11. Type of Action and Governing A.I.D. Handbook: A. A.I.D. Contract (HB 14) B. A.I.D. Grant or Cooperative Agreement (HB 13) C. PASAIRSSA (HB 12) D. Other		12. Contract/Grant/Cooperative Agreement/ PASAIRSSA Reference Number (if this PIO/ is for an order or a modification to an award)	
10. Authorized Agent O/AID/REP Contracting Officer		13. A I.D. Funding (Attach a detailed budget in support of column (2) as Attachment A	
	(1) Previous Total	(2) Increase	(3) Decrease
A. Dollars	-0-	2,187,000	-0-
B. U.S.-Owned Local Currency	-0-	-0-	-0-
14. Mission References Mission Memorandum to the A.I.D. Representative 6/1/92; unfunded PIO/T dated 1/20/92			
15. Instructions to Authorized Agent			

The O/AID/REP Contracting Officer is requested to contract with the successful bidder under Request for Proposal (RFP) 92-001 Afghanistan to provide technical assistance for the Human Resource Development Project. The RFP is incorporated in the PIO/T as Attachment A. The contract is to be a cost-plus-fixed fee. The period of this contract is July 1, 1992 to June 30, 1995 with options for two one-year extensions. Initial funding of \$2,187,000 of FY92 OYB funds is also provided for obligation.

16. Address of Voucher Paying Office
Controller, USAID, O/AID/REP, 18 Sixth Avenue, Ramna 5, Islamabad

17. Clearances - include typed name, office symbol, and date for all clearances.

A. The Project Officer certifies (1) that the specifications in the statement of work or program description are technically adequate, and (2) that (for contract actions only) all program personnel who are defined as procurement officials under 41 U.S.C. 423 have signed the Procurement Integrity Certification (OF-333).

John W. Tucker
Signature: **John W. Tucker, HRDO** Date: **1 June 1992** Phone No: **826161 Ext. 2321**

B. The statement of work or program description is within the purview of the initiating office and approved agency programs.

Nancy Hardy
Signature: **Nancy Hardy, PRO/O/AID/REP** Date: **6/2/92**

C. *Basharat Ati*
Signature: **Basharat Ati, PDIS** Date: **6/2/92**

D. Funds for the services requested are available:

Ray DeBruce
Signature: **Ray DeBruce, O/FM** Date: **31 June 92**

E. *John Garney*
Signature: **John Garney, EXO** Date: **6/2/92**

18. For the Cooperating Country: The terms and conditions set forth herein are hereby agreed to:

Signature: **N/A** Title: _____ Date: _____

19. For the Agency for International Development:

Jonathan Sperling
Signature: **Jonathan Sperling** Title: **Acting A.I.D. Representative** Date: **6/2/92**

FOR CONTRACT ACTIONS ONLY: SOURCE SELECTION INFORMATION--SEE FAR 3.104. THIS DOCUMENT, OR PORTIONS THEREOF, CONTAINS PROPRIETARY OR SOURCE SELECTION INFORMATION RELATED TO THE CONDUCT OF A FEDERAL AGENCY ACQUISITION. THE DISCLOSURE OF WHICH IS RESTRICTED BY LAW (41 U.S.C. 423). UNAUTHORIZED DISCLOSURE OF THIS INFORMATION MAY SUBJECT BOTH THE DISCLOSER AND RECIPIENT TO CONTRACTUAL, CIVIL, AND/OR CRIMINAL PENALTIES AS PROVIDED BY LAW.

FOR OTHER ACTIONS: UNAUTHORIZED DISCLOSURE OF PROPRIETARY OR SOURCE SELECTION INFORMATION MAY SUBJECT AN EMPLOYEE TO DISCIPLINARY ACTION.

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PIOT No.
306-0212 -3

0. Special Provisions

1. Language Requirements (specify) (Include funds in budget for testing, as required.)

N/A

Access to classified information will will not be required by technical specialists. (Indicate level)

Duty post(s) and duration of technical specialist(s) services at post(s) (months):

Peshawar, Pakistan/Kabul, Afghanistan

D. Dependents' travel and support will will not be funded by A.I.D.

Geographic code applicable to procurement under this PIOT is: (If other than authorized in Project Authorization, attach waivers(s))

1. 000 3. 935 5. Other (Specify)
 2. 899 4. 941

Salary approval(s) to exceed FS-1 salary ceiling are:

1. attached 2. In process 3. N/A

G. Cooperating country acceptance of this project:

1. has been obtained 2. Is in process
 3. Is not applicable to services required by PIOT.

1. Justification for use of external resources for advisory and assistance services is:

1. attached 2. N/A

1. Clearance for procurement of ADP equipment, software, and services is:

1. attached 2. In process 3. N/A

OMB approval of any report to be completed by ten or more members of the general public under the statement of work is:

1. attached 2. In process 3. N/A

Participant Training is is not being funded as part of this PIOT.

If so, attach Budget Estimate Worksheet, Form AID 1382-10) Budget to be submitted when contract is actually award

Requirement (contracts only) is recommended for:

1. small-business set-aside 2. SBA 8(a) program
 3. disadvantaged-enterprise set-aside 4. No recommendation

1. Other (specify)

N/A

1. Provisions for Logistic Support

Specific Items (Insert "X" in applicable column at right. If entry needs qualification, insert asterisk and explain in C. "Comments")

	IN KIND SUPPLIED BY		FROM LOCAL CURRENCY SUPPLIED BY		TO BE PROVIDED OR ARRANGED BY SUPPLIER	N/A
	A.I.D.	COOPERATING COUNTRY	A.I.D.	COOPERATING COUNTRY		
(1) Office Space	X					
(2) Office Equipment	X					
(3) Housing and Utilities	X					
(4) Furniture	X					
(5) Household Appliances (Stoves, Refrig., etc.)	X					
(6) Transportation in Cooperating Country					X	
(7) Transportation To and From Country	X					
(8) Interpreter Services/Secretarial					X	
(9) Medical Facilities (Health Room)	X					
(10) Vehicles (official)	X					
(11) Travel Arrangements/Tickets	X					
(12) Nightwatchman for Living Quarters	X					
(13)						
(15)						
(16)						

Additional Facilities Available From Other Sources:

1. Diplomatic Pouch 2. PX 3. Commissary
 4. Other (Specify, e.g., duty-free entry, tax exemptions)

Comments:

None

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PIO/T No.

306-0212-3

Relationship of Contractor or Participating Agency to Cooperating Country and to A.I.D.A. Relationships and Responsibilities:

The relationships and responsibilities are set forth in the Request for Proposal Scope of Work incorporated in this PIO/T as Attachment A.

B. Cooperating Country Liaison Officials:

N/A

C. A.I.D. Liaison Officials:

Human Resources Development Officer, O/AID/REP
Regional Affairs Officer
57-C Gul Mohar Lane
University Town, Peshawar

Telephone # (0521) 41354

3. Background information (additional information useful to authorized agent)

N/A

Summary of attachments that accompany the PIO/T (check applicable boxes)

- A. Detailed budget estimate in support of increased funding (Block 13) (Attachment B)
- B. Evaluation criteria for competitive procurement
- C. Justification for procurement by other than full and open competition or noncompetitive assistance
- D. Statement of work or program description
- E. Waiver(s) justification(s), clearance(s), certification(s), approval(s) (specify number)

X F. Budget for Initial Obligation (Attachment C)Distribution of PIO/T

Distribution will be handled by the O/AID/REP Program Office according to A.I.D. policies and procedures.

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HUMAN RESOURCES DEVELOPMENT PROJECT

ILLUSTRATIVE BUDGET

I. Technical Assistance	
1. Salaries & Wages	2,500,000
2. Fringe Benefits	625,000
3. Consultants	200,000
4. Local Staff	650,000
5. Travel/Per Diem	500,000
6. Subcontracting	2,000,000
7. Overhead	2,000,000
8. Other Direct Costs	525,000
Total Technical Assistance	9,000,000
II. Logistical Support *	1,250,000
III. Program	23,750,000
Total Estimated Costs	34,000,000

1. Estimate 12 person years of expatriate personnel costing \$150,000 per person year for \$1.8 million and \$700,000 for home office support.
 2. Fringe Benefits figured at 25 % of salaries.
 3. Estimate 800 person days of consultants.
 4. Based on AID/Rep history, estimate 200 person years of local staff.
 5. Estimate \$100,000 for home office travel and \$400,000 for relocation.
 6. Anticipate a university subcontract of about \$2,000,000.
 7. Estimate overhead at 80% of salaries.
 8. Costs for equipment, computers, copying, insurances, etc.
- * \$40,000 of the logistical support funds are reserved exclusively for an audit of expenditures made under the contract. The audit will be initiated by A.I.D.

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HUMAN RESOURCES DEVELOPMENT PROJECT

ILLUSTRATIVE BUDGET FOR INITIAL OBLIGATION

<i>I. Technical Assistance</i>	<i>1,000,000</i>
<i>II. Logistical Support</i>	<i>100,000</i>
<i>III. Program</i>	<i>1,087,000</i>
<i>Total Estimated Costs</i>	<i>2,187,000</i>



UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT
OFFICE OF THE AID REPRESENTATIVE

American Embassy
Islamabad, Pakistan

June 1, 1992

ACTION MEMORANDUM FOR THE ACTING A.I.D. REPRESENTATIVE

FROM: HRDO, John W. Tucker *JWT*

RE: Human Resources Development Project (HRD)

Purpose: This Action Memorandum requests your signature on the attached PIO/T which instructs the O/AID/REP Contracting Officer to award the contract for technical assistance for the HRD Project to the successful bidder under Request for Proposal Afghanistan 92-001.

Discussion: The Human Resources Development Project (HRD) was authorized on December 18, 1991 for the purpose of training a skilled labor pool to help address the immense and immediate manpower needs inside Afghanistan and to strengthen the existing capabilities of trained managers. On January 20, 1992 an unfunded PIO/T was issued to instruct the Office of Contracts and Commodities (O/CC) to initiate an open competition to provide technical assistance for the HRD Project. The Request for Proposal (RFP) Afghanistan-92-001 was issued on February 12, 1992 with a closing date of March 31, 1992. The HRD Project Technical Evaluation Committee has forwarded its final report of May 27, 1992 to O/CC for consideration and final actions leading up to contract award. O/CC is now prepared to award the contract to implement the HRD Project. A budget allowance has been received from AID/Washington; therefore, this PIO/T calls for the obligation of an initial amount of \$2,187,000 of HRD Project funds for the first increment of funding for the contract. The project has an authorized level of \$34,000,000 million and a Project Assistance Completion Date (PACD) of December 31, 1996. It is anticipated that participant training and vocational education activities would be amalgamated from the ESSP contract (with UNO) and two Cooperative Agreements (one with UNO under ESSP, and one with IRC under the PVO Support Project) to form the core of the HRD Project. Until such time as the HRD commences, these program activities will remain the responsibility of UNO and IRC. In the event the HRD Project is not implemented for any reason, you have the option of requiring the continuance of these program activities by the ESSP Contractor and IRC. Funding under this PIO/T should permit the start-up of the TA team (with required logistical support) and the phased inauguration or subsumption of program activities by that time to permit further incremental funding.

Authority: Pursuant to Amended and Restated Delegation of Authority by the Bureau for Asia and Private Enterprise dated August 9, 1991, Section 2E4, you are authorized to sign Project Implementation Orders.

Recommendation: It is recommended that you sign the attached PIO/T which instructs the O/AID/REP contracting officer to award the contract for technical assistance for the Human Resources Development Project to the successful bidder under Request for Proposal Afghanistan-92-001.

Clearance:

N. Hardy, PROG/Acting D/AID/REP
R. DeBruce, O/FM
B. Ali, PDIS