

• POFAA 020

JUL 3 1978

Mrs. Lewis

MEMORANDUM

Date: June 27, 1978

TO : Distribution

FROM : ^{ABD.} CH/SOD, Donald B. Dickie

SUBJECT: Contract No. AID/CH/pha-C-73-25 between A.I.D.
and American Association for the Advancement of Science.

This transmits one copy of a Negotiated Indirect Cost Rate Agreement dated June 15, 1978. This Agreement is also Amendment No. 1213 to the subject Contract.

The purpose of this Amendment is to establish final and/or provisional indirect cost rates.

If additional copies are required, please contact CH/SOD/OSC.

DISTRIBUTION:

CH/SD/SUP, Mrs. B. Lewis

CH/SD/SUP, Mr. G. Nell

SER/FH, Mr. W. McKeel

AAG/W, Mr. B. Abshire (2 copies)

Contracting Officer, CH/ COB/PE, Mr. G. Gold

Project Manager, PRA/POP, Mr. C. Hemmer

USAID/ _____

ORIGINAL

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

NEGOTIATED INDIRECT COST RATE AGREEMENT

Date: June 15, 1978

SUBJECT: Indirect Cost Rates for Use in Cost Reimbursement Type Agreements With the Agency for International Development (AID)

REFERENCE: NSP Letter dated May 12, 1978

INSTITUTION American Association for the Advancement of Science
" 1515 Massachusetts Avenue, N. W.
OTHER Washington, D.C. 20005

PART I - NEGOTIATED INDIRECT COST RATES (%):

Type	Effective Period		Overhead Rate
	From	Thru	
Final	1-1-77	12-31-77	62.73

Acceptance of the rate(s) agreed to herein is predicated upon the conditions: (1) that no costs other than those incurred by the grantee/contractor were included in its indirect cost rate proposal and that such costs are legal obligations of the grantee/contractor, (2) that the same costs that have been treated as indirect costs have not been claimed as direct costs, (3) that similar types of costs have been accorded consistent treatment, and (4) that the information provided by the grantee/contractor which was used as the basis for acceptance of the rate(s) agreed to herein is not subsequently found to be materially incomplete or inaccurate.

Base of Application:

Direct salaries and wages including vacation, holiday and sick pay. All other fringe benefits applicable to direct salaries are treated as other direct costs.

SEE PART III FOR APPLICATION OF THESE RATES TO AID AGREEMENTS.

X
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PART II - ITEMS NORMALLY TREATED AS DIRECT COSTS:

PART III - SPECIAL TERMS AND CONDITIONS:

Pursuant to § 7-3.705 of the Agency For International Development Procurement Regulations (AIDPR), the negotiated indirect cost rates set forth in Part I of this Agreement are incorporated into AID Agreements shown below. This Agreement shall not change any monetary ceiling, obligation, or specific cost allowance or disallowance provided for in the Contracts or Grants listed below or any other Agreement between the parties.

<u>Contract/Grant No.</u>	<u>Amendment No.</u>	<u>Project Number</u>
AID/CM/pha-C-73-25	12	932-11-500-608
AID/afr-G-1322	1	625-0907

ACCEPTED

BY William Chapman
WILLIAM CHAPMAN
 PRINTED OR TYPED NAME
COMPTROLLER
 TITLE
JUNE 23, 1978
 DATE

Ronald Dickie
Donald Dickie
 CONTRACTING OFFICER
 Overhead and Special Costs Branch
 Services Operations Division
 Office of Contract Management
 Agency for International Development

DISTRIBUTION	<u>CM/ROD</u>	<u>CM/COD</u>	<u>OTHER</u>
X	AFR	AN	X AAG/W
	NE	PE	X CM/SD/SUP
	LA	OTR	X SER/PM/ PAD
	ASIA		X PHA/POP X AFR/SPWA
		<u>CM/SOD</u>	
		<u>PDC</u>	

011

ORIGINAL

16 MAY 1977 Mrs. Booker

MEMORANDUM

May 11, 1977

TO : Distribution
FROM : CM/SOD, Donald B. Dickie
SUBJECT: Contract No. AID/CM/pha-C-73-25 between A.I.D. and American Association for the Advancement of Science

This transmits one copy of a Negotiated Indirect Cost Rate Agreement dated May 4, 1977. This Agreement is also Amendment No. 11/2 to the subject Contract.

The purpose of this Amendment is to establish final and/or provisional indirect cost rates.

If additional copies are required, please contact CM/SOD/OSC.

DISTRIBUTION:

- CM/SD/SUP, Mrs. G. Booker
CM/SD/SUP, Mrs. E. Amis
CM/SD/SUP, Mr. G. Hell
SER/FM, Mr. W. McKeel
AG/AUD, Mr. E. Abshire (2 copies)

Contracting Officer, CM/ COO/PHA, Mr. G. Gold

Project Manager, PHA/POP, Mr. S. Hemmer

USAID/



NEGOTIATED INDIRECT COST RATE AGREEMENT

Date: May 4, 1977

SUBJECT: Indirect Cost Rates for Use in Cost Reimbursement Type Agreements With the Agency for International Development (AID)

REFERENCE: NSF Letter dated April 14, 1977

INSTITUTION: American Association for the Advancement of Science
 or 1515 Massachusetts Avenue, N.W.
OTHER Washington, D.C. 20005

PART I -- NEGOTIATED INDIRECT COST RATES (%):

Type	Effective Period		Rate
	From	Thru	
Final	1-1-76	12-31-76	61.23
Provisional	1-1-77	Until Amended	61.00

Acceptance of the rate(s) agreed to herein is predicated upon the conditions: (1) that no costs other than those incurred by the grantee/contractor were included in its indirect cost rate proposal and that such costs are legal obligations of the grantee/contractor, (2) that the same costs that have been treated as indirect costs have not been claimed as direct costs, (3) that similar types of costs have been accorded consistent treatment, and (4) that the information provided by the grantee/contractor which was used as the basis for acceptance of the rate(s) agreed to herein is not subsequently found to be materially incomplete or inaccurate.

Base of Application:

Direct salaries and wages including vacation, holiday and sick pay. All other fringe benefits applicable to direct salaries are treated as other direct cost.

SEE PART III FOR APPLICATION OF THESE RATES TO AID AGREEMENTS.

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PART II - ITEMS NORMALLY TREATED AS DIRECT COSTS:

PART III - SPECIAL TERMS AND CONDITIONS:

Pursuant to § 7-3.705 of the Agency For International Development Procurement Regulations (AIDPR), the negotiated indirect cost rates set forth in Part I of this Agreement are incorporated into AID Agreements shown below. This Agreement shall not change any monetary ceiling, obligation, or specific cost allowance or disallowance provided for in the Contracts or Grants listed below or any other Agreement between the parties.

<u>Contract/Grant No.</u>	<u>Amendment No.</u>	<u>Project Number</u>
AID/CM/pha-C-73-25	11	932-11-580-608

ACCEPTED:

BY William Chapman
William Chapman - American Association
for the Advancement of Science
 PRINTED OR TYPED NAME
Comptroller
 TITLE
May 6, 1977
 DATE

Donald B. Dickie
 Donald B. Dickie
 CONTRACTING OFFICER
 Overhead and Special Costs Branch
 Special Operations Division
 Office of Contract Management
 Agency for International Development

DISTRIBUTION:	<u>CM/ROD</u>	<u>CM/COD</u>	<u>OTHER</u>
	AFR	TAB	X AG/AUD
	NE	PHA	X CM/SD/SUP
	LA	OTR	X SER/FM/ CSD
	ASIA	ITA	X PHA/POP

DBD

12 APR 1977

STANDARD FORM 30, JULY 1966
GENERAL SERVICES ADMINISTRATION
PRO. PROC. REG. 141 CFR 101-11.6

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF 1

1. AMENDMENT/MODIFICATION NO. 10	2. EFFECTIVE DATE 4/1/77	3. REQUISITION/PURCHASE REQUEST NO. 3277501	4. PROJECT NO. (If applicable) 932-11 500-608
5. ISSUED BY PHA Branch Central Operations Division Office of Contract Management Agency for International Development Washi		6. ADMINISTERED BY (If other than block 5) <i>Greg Meyer - Hammer PHA/PO/PAI</i> <i>reg - P Staples</i>	

7. CONTRACTOR NAME AND ADDRESS <i>(Street, city, county, state, and ZIP Code)</i> American Association for the Advancement of Science 1515 Massachusetts Ave., N.W. Washington, D.C. 20005	8. AMENDMENT OF SOLICITATION NO. DATED _____ (See block 9)	9. MODIFICATION OF CONTRACT/ORDER NO. <u>AID/pha-C-73-25</u> DATED <u>6/29/73</u> (See block 11)
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9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers is extended, is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods:

(a) By signing and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) This Change Order is issued pursuant to _____
The changes set forth in block 12 are made to the above numbered contract/order.

(b) The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc) set forth in block 12.

(c) This Supplemental Agreement is entered into pursuant to authority of the Foreign Assistance Act of 1961, as amended, and Executive Order No. 11223

12. DESCRIPTION OF AMENDMENT/MODIFICATION

Contract AID/pha-C-73-25 is hereby modified as follows:

A. Cover Page

- Block entitled "Estimated Completion Date", delete the date "March 31, 1977" and in lieu thereof, insert the date "May 31, 1977".
- Directly above the signature blocks, delete the sentence beginning, "This contract consists of this cover page" in its entirety and in lieu thereof, insert the following:
"This contract consists of this cover page, the Table of Contents, and the

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. <input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT	<input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 7 COPIES TO ISSUING OFFICE		
14. NAME OF CONTRACTOR/OFFEROR: AAAS BY: <i>Hans Nussbaum</i> (Signature of person authorized to sign)	17. UNITED STATES OF AMERICA BY: <i>Gerald P. Gold</i> (Signature of Contracting Officer)		
15. NAME AND TITLE OF SIGNER (Type or print) Hans Nussbaum, Business Manager	16. DATE SIGNED 3/30/77	18. NAME OF CONTRACTING OFFICER (Type or print) Gerald P. Gold	19. DATE SIGNED MAR 30 1977

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and the Schedule, the General Provisions (Form AID 1420-41C), dated 7-1-76 and the Additional General Provisions (Form AID 1420-41D), dated 7-1-76." These Provisions apply as of the effective date of this amendment.

B. Schedule

Under the heading "General Provisions", delete the sentence in its entirety which begins, "The General Provisions applicable to this contract consist of Form AID 1420-41C entitled "General Provisions - Cost Reimbursement Type Contract" dated 7-1-76, which includes provisions 1-44; and Form AID 1420-41D entitled "Additional General Provisions - Cost Reimbursement Thpe Contract", dated 7-1-76, which includes Provisions 1-15.

C. Article IV - Period of Contract

Under line two, delete the date therein and in lieu thereof, insert the date "May 31, 1977".

D. Article XI - Alterations in Contract

1. Add General Provision No. 45, entitled "Privacy Act", attached hereto as attachment H and made a part hereof.

This is a no cost extension. All other terms and conditions of contract AID/pha-C-73-25 remain unchanged.

6 DEC 1976

DEPARTMENT OF STATE
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

ORIGINAL

*Copy made - D Mitchell
PHR/POP
Reg - J Patterson*

American Association for the
Advancement of Science
1515 Massachusetts Avenue, N.W.
Washington, D.C. 20005

Subject: Amendment No. 9 to
Contract No. AID/CM/pha-C-73-25

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, and Executive Order 11223, the subject Contract, as amended, is hereby further amended as follows:

A. Cover Page

1. Block entitled "Accounting and Appropriation Data": Add the following:

"PIO/T No. - 3277501
Appropriation No. - 424-32-099-00-81-71"

2. Block entitled "Estimated Completion Date": Delete the date "November 30, 1976" in its entirety and in lieu thereof, insert the date "March 31, 1977".

B. ARTICLE IV - PERIOD OF CONTRACT

Under line two, delete the date therein and in lieu thereof, insert the date "March 31, 1977".

C. ARTICLE V - ESTIMATED COSTS AND LIMITATION OF FUNDS

1. Under Paragraph (1) delete the amount "\$1,369,580" and in lieu thereof, insert the amount "\$1,417,706".

2. Delete Paragraph 2. "Limitation of Funds" in its entirety.

D. ARTICLE VI - BUDGET

Delete the budget in its entirety and in lieu thereof, insert the following:

Without prior written approval by the Contracting Officer the Contractor may not exceed the total amount obligated, as set forth herein. However, within the total amount obligated, any individual line item amount may be adjusted as reasonably necessary for the performance of the Contract.

<u>Item</u>	Obligated Budget From: 7-01-73 To: 3-31-77
Salaries and Wages	\$ 223,360
Fringe Benefits	33,234
Overhead	114,775
Travel and Per Diem	27,198
Subcontracts	977,023
Other Direct Costs	<u>42,116</u>
TOTAL ESTIMATED COST	\$1,417,706"

Total Amount Obligated - \$1,417,706

Funds in the amount of \$48,126 have been obligated by this Amendment and except as modified herein all terms and conditions remain unchanged.

AMERICAN ASSOCIATION FOR THE
ADVANCEMENT OF SCIENCE

BY: William D. Carey

PRINTED NAME: William D. Carey

TITLE: Executive Officer

DATE: November 30, 1976

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

BY: Gerald P. Gold

PRINTED NAME: Gerald P. Gold

TITLE: Contracting Officer

DATE: NOV 30 1976

DEPARTMENT OF STATE
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

5 NOV 1976

300 mg - D Mitchell
Reg - J Pittenger
PHA/POP

ORIGINAL

NOV 1 1976

American Association for the
Advancement of Science
1515 Massachusetts Avenue, N.W.
Washington, D.C. 20005

Subject: Amendment No. 8 to
Contract No. AID/CH/pha-C-73-25

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, and Executive Order 11223, the subject Contract, as amended, is hereby further amended as follows:

A. Cover Page

Block entitled "Estimated Completion Date": Delete the date "September 30, 1976" in its entirety and in lieu thereof, insert the date "November 30, 1976".

B. ARTICLE IV - PERIOD OF CONTRACT

Under line two, delete the date therein and in lieu thereof, insert the date "November 30, 1976".

C. ARTICLE VI - BUDGET

Under the budget heading "Obligated Budget", delete the date "9-30-76" and in lieu thereof, insert the date "11-30-76", and under the heading "Additional Projected Expenditures", delete the date "9-30-76" and in lieu thereof, insert the date "11-30-76".

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D. ARTICLE X - ADDITIONAL CLAUSES

Add a new subhead "H" as follows:

"H. Voluntary Participation

Contractor shall take satisfactory steps to ensure that funds will not be used to coerce any individual to practice methods of family planning inconsistent with such individuals moral, philosophical, or religious beliefs. Further, the contractor acknowledges that activities will be conducted in a manner which safeguards the rights, health, and welfare of all individuals who take part in the Program."

No funds are obligated by this Amendment and except as modified herein all terms and conditions remain unchanged.

AMERICAN ASSOCIATION FOR THE
ADVANCEMENT OF SCIENCE

BY: William D. Carey

PRINTED NAME

William D. Carey

TITLE

Executive Officer

DATE: November 3, 1976

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

BY: Gerald P. Gold

PRINTED NAME

Gerald P. Gold

TITLE

Contracting Officer

DATE: NOV 4 1976

3 NOV 1976

Mrs. Booker

ORIGINAL

MEMORANDUM

November 1, 1976

TO : Distribution

FROM : ^{ASAO} CM/SOD, Donald B. Dickie

SUBJECT: Contract No. AID/CM/pha-C-73-25 between A.I.D. and the American Association for the Advancement of Science.

This transmits one copy of a Negotiated Indirect Cost Rate Agreement

dated October 4, 1976. This Agreement is also Amendment No. 7

to the subject Contract.

The purpose of this Amendment is to establish final and/or provisional indirect cost rates.

If additional copies are required, please contact CM/SOD/OSC.

DISTRIBUTION

CM/SD/SUP, Mrs. G. Booker

CM/SD/SUP, Mrs. E. Amis

CM/SD/SUP, Mr. D. F. Sutton

SER/FM, Mr. W. McKeel

AG/AUD, Mr. B. Abshire (2 copies)

Contracting Officer, CM/COD/PHA, Mr. G. Gold

Project Manager, PHA/POP, Mr. D. Mutchler

USAID/_____

ORIGINAL

NEGOTIATED INDIRECT COST RATE AGREEMENT

Date: October 4, 1976

SUBJECT : Indirect Cost Rates for Use in Cost Reimbursement Type Agreements With the Agency for International Development (A.I.D.)

REFERENCE : NSF Letter Dated August 2, 1976

INSTITUTION : American Association for the Advancement of Science
or 1515 Massachusetts Avenue, N.W.
OTHER Washington, D.C. 20005

PART I - NEGOTIATED INDIRECT COST RATES:

<u>Type</u>	<u>Effective Period</u>		<u>Rate(%)</u>	<u>Designation</u>
	<u>From</u>	<u>Thru</u>		
Final	1-1-75	12-31-75	72.32	Overhead
Provisional	1-1-76	Until Amended	72.00	Overhead

Base of Application

Direct salaries and wages including vacation, holiday and sick pay. All other fringe benefits applicable to direct salaries are treated as other direct cost.

Unless otherwise indicated, the above rates are provisional after the latest date shown for each rate designation, until amended.

* SEE PART III FOR APPLICATION OF THESE RATES TO A.I.D. AGREEMENTS.

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PART II - ITEMS NORMALLY TREATED AS DIRECT COSTS:

PART III - SPECIAL TERMS AND CONDITIONS:

Pursuant to 57-3.705 of the Agency for International Development Procurement Regulations (AIDPR), the negotiated indirect cost rates set forth in Part I of this Agreement are incorporated into A.I.D. agreements as follows:

<u>Contract No.</u>	<u>Amendment No.</u>	<u>Project No.</u>
AID/CM/pha-C-73-25	7	932-11-580-608

ACCEPTED:

BY William Chapman
 William Chapman - American Association
 for the Advancement of Science
 PRINTED OR TYPED NAME
 Comptroller
 TITLE
 October 26, 1976
 DATE

Donald B. Dickie
 Donald B. Dickie

CONTRACTING OFFICER
 Overhead and Special Costs
 Branch
 Special Operations Division
 Office of Contract Management
 Agency for International Development

DISTRIBUTION:	<u>CM/ROD</u>		<u>CM/COD</u>
	AFR		TAB
	NE	X	PHA
	LA		OTR
	ASIA		

OTHER

X	AG/AUD
X	CM/SD/SUP
X	SER/FM/CSD
X	PHA/POP/DAE

DBD

ORIGINAL, 1 JUL 1976

DEPARTMENT OF STATE
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

*PHN/ROI/PAC
J.P. HENDERSON
- D. Mutchlin*

JUN 29 1976

American Association for the
Advancement of Science
1515 Massachusetts Avenue, N.W.
Washington, D.C. 20005

Subject: Amendment No. 6 to
Contract No. AID/CM/pha-C-73-25

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, and Executive Order 11223, the subject Contract, as amended, is hereby further amended as follows:

A. Cover Page

Block entitled "Accounting and Appropriation Data": Add the following:

"PIO/T No. 3267555

Appropriation No. - 424-32-099-00-81-61"

B. ARTICLE V - ESTIMATED COSTS AND LIMITATION OF FUNDS

Under Paragraph (1) delete the amount "\$1,355,280" and in lieu thereof, insert the amount "\$1,369,580".

C. ARTICLE VI - BUDGET

Delete the budget in its entirety and in lieu thereof, insert the following:

Without prior written approval by the Contracting Officer the Contractor may not exceed the total amount obligated, as set forth herein. However, within the total amount obligated, any individual line item

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amount may be adjusted as reasonably necessary for the performance of the Contract.

<u>Item</u>	Obligated Budget From: 7-01-73 To: 9-30-76	Additional Projected Expenditures To: 9-30-76	<u>Total</u>
Salaries and Wages	\$ 223,360	\$ 316	\$ 223,676
Fringe Benefits	33,234	78	33,312
Overhead	114,775	-0-	114,775
Travel and Per Diem	27,198	-0-	27,198
Subcontracts	928,897	47,732	976,629
Other Direct Costs	<u>42,116</u>	<u>-0-</u>	<u>42,116</u>
TOTAL ESTIMATED COST	\$1,369,580	\$48,126	\$1,417,706

Total Amount Obligated - \$1,369,580

D. ARTICLE IX - PERSONNEL COMPENSATION

1. Delete subhead "1. Approvals", and in lieu thereof, insert the following:

1. Salaries

Salaries and wages will be reimbursable in accordance with policy and practice, except as provided in (a) and (b) below. Such policies, procedures, and practices shall be the same as used in contracts and grants with other Government agencies and accepted by the U.S. Government agency assigned primary audit responsibility for the contractor, shall be in writing and shall be made available to the contracting officer or his

designated representative, upon request.

(a) Salaries and wages exclude overseas differential and other allowances associated with overseas service but include payments for personal services (including fees and honoraria) computed on a daily rate or other time basis different from an annual rate.

Daily rates of compensation are computed on the basis of a 260-day work year made up of 5-day (8 hour) work weeks. Any compensation (i.e., the employee's or consultant's base annual salary plus overseas recruitment incentive, if any) which exceeds the minimum level of the Foreign Service Class I (FSR-1) (or the equivalent daily rate as set forth in the payment schedule of the Uniform State/AID/USIA Regulations, as from time to time amended, will be reimbursed only with the approval of the Contracting Officer.

(b) The General Provisions of this Contract spell out rules and principles governing reimbursement of specific fringe benefits related to overseas service, including leave, holidays, differential, allowances, travel, transportation, and similar costs.

2. Delete subhead "4. Merit or Promotion Increase", in its entirety and in lieu thereof insert the following:

"4. Merit or Promotion Increases

Merit or promotion increases may not exceed those provided by the Contractor's established policy and practice which will be certified to by the Contractor. Merit or promotion increases exceeding

the maximum salary of FSR-1 may be granted only with the advance written approval of the Contracting Officer".

3. Add a new subhead "7" as follows:

"7 Overhead Recruitment Incentive

(a) Contract employees serving overseas under a contract who do not qualify, request, and receive an exemption for overseas income provided under section 911 of the U.S. Internal Revenue Code (26 U.S.C. 911) are eligible to receive an overseas recruitment incentive, provided that the average incentive for all such employees does not exceed 10 percent of the initial base annual salary of all employees eligible for the incentive under the contract.

(b) The overseas recruitment incentive is payable under one of the following alternative methods:

(1) As a lump-sum amount after the eligible employee has completed his tour of duty in the Cooperating Country under a contract, and has furnished to the contractor a Certification that he does not qualify, and will not apply for an exemption from overseas income as provided by 26 U.S.C. 911 (the contractor shall retain such Certifications for post-audit); or

(2) At the option of the contractor, the overseas recruitment incentive may be paid in increments during an employee's tour of duty; provided however, that payments made by the contractor to employees who become eligible for an exemption from overseas income as

provided by 26 U.S.C. 911, which payments were reimbursed by AID under the contract, shall be refunded to AID; and provided further, that neither the contractor's (nor the subcontractor's) inability to collect refunds from ineligible employees shall be used as a basis to excuse subsequent refunds by the contractor to AID.

(3) If the overseas recruitment incentive causes the employee's salary to exceed the FSR-1 level, contracting officer approval must be obtained".

E. ARTICLE XI - ALTERATIONS IN CONTRACT

Number the paragraph therein as "1." and add the following:

"2. Delete General Provision No. 9, "Allowable Cost, Fixed Fee, and Payment" in its entirety, and in lieu thereof insert the following:

"Allowable Cost, Fixed Fee, and Payment (September 1975)

(a) For the performance of this contract, the Government shall pay to the contractor:

1. The cost thereof (hereinafter referred to as "allowable cost") determined by the Contracting Officer to be allowable in accordance with:

(1) Subpart 1-15.2 (Contracts with Commercial Organizations) of the Federal Procurement Regulations as in effect on the date of this contract; and

(1) the terms of this contract; and

(2) Such fixed fee, if any, as may be provided for in the Schedule.

(b) Dollar payment:

(1) Once each month (or at more frequent intervals, if approved by the paying office indicated on the Cover Page), the Contractor may submit to such office Voucher Form SF-1034 (original and SF-1034(a) three copies, each voucher identified by the appropriate AID contract number, properly executed, in the amount of the dollar expenditures made during the period covered, which voucher forms shall be supported by:

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

Total Expenditures

<u>Category</u>	<u>Budget Amount</u>	<u>To Date</u>	<u>This Period (Indicate Dates)</u>
Salaries & Wages			
Home Office			
Field Office			
Indirect Costs			
Home Office			
Field Office			
Consultant Fees			
Allowances			
Travel & Transportation			
Equipment & Materials			
Participant Costs			
Other Direct Costs			
 Grand Total			

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

The undersigned hereby certifies: (A) That payment of the sum claimed under the cited contract is proper and due and that appropriate refund to AID will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of the contract, (B) that information on the fiscal report is correct and such detailed supporting information as AID may reasonably require will be furnished promptly to AID on request at the Contractor's home office or base office as appropriate and (C) that all requirements called for by the contract to date of this certification have been met.

BY: _____

TITLE: _____

DATE: _____

(111) In certain cases, the Contracting Officer may require the Contractor to submit, in lieu of the certified fiscal report required in subparagraph (b)(1)(i) above, detailed documentation in support of Contractor requests for reimbursement. However, such detailed documentation shall be submitted in support of Contractor requests for reimbursement under all contracts in which the total contract amount is \$50,000 or less, and may be required by the Contracting Officer under contracts in which the total contract amount is in excess of \$50,000 provided, how-

ever, That if the Contractor has a contract in excess of \$50,000 for which a fiscal report is required, then all contracts which he may have shall be supported in the same manner. The detailed documentation shall include the following:

(A) Copy of Contractor's payroll indicated names, pay rates, and pay periods with regard to salaries, fees, and any related allowances paid Contractor's employees and consultants.

(B) Statement of itinerary and originals or copies of carriers' receipts for employees' and dependents' transportation costs. Travel allowances must be stated separately.

(C) Receipted supplier's invoices for cost of commodities, equipment and supplies, insurance, and other items. Invoices must show quantity, description, and price (less applicable discounts and purchasing agent's commission). Individual transactions under \$100,000 may be supported by an itemized listing containing the numbers of the Contractor's checks used to make payment. Delivery of supplies and equipment to appropriate destination must be supported by copy or photostat of bill of lading, airways bill or parcel post receipt. Voucher SF-1034 or SF-1036, as appropriate, must state whether or not items procured by Contractor were procured through advertising.

(D) Receipted invoice of transporter showing name of vessel, flag and transportation charge for transportation of

supplies or equipment, plus copy or photostat of ocean or charter party bill of lading or airways bill if applicable. No invoice is required if the bill of lading contains all the required information.

(iv) The Contractor shall, unless otherwise provided in the contract, submit a vendor's invoice or photostat covering each transaction for procurement of commodities, supplies, or equipment totaling in excess of \$2,500 appropriately detailed as to quantity, description, and price for each individual item of equipment purchased.

(2) Promptly after receipt of each voucher and statement of dollar cost, the Government shall, except as otherwise provided in this contract, subject to the provisions of (d) below, make payment thereon as approved by the paying office indicated on the Cover Page. Payment of the fixed fee, if any, shall be made to the Contractor as specified in the Schedule; provided, however, that after payment of eighty-five percent (85%) of the fixed fee set forth in the Schedule, further payment on account of the fixed fee shall be withheld until a reserve of either fifteen percent (15%) of the total fixed fee, or one hundred thousand dollars (\$100,000), whichever is less, shall have been set aside.

(3) On receipt and approval of the voucher designated by the Contractor as the "Final voucher" (which is to be submitted on Form SF-1034 (original) and SF-1034(a) in three copies and supported by:

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(1) Original and three copies of a certified fiscal report rendered by the Contractor as in (b)(1)(i) and (ii) above:

(ii) Vendor's invoices as in (b)(1)(iii) and (iv) above; and

(iii) Refund check for the balance of funds if any remaining on hand and not obligated by the Contractor), and upon compliance by the Contractor with all the provisions of this contract, the Government shall promptly pay to the Contractor any part of the fixed fee which has been withheld pursuant to (2) above or otherwise not paid to the Contractor. The final voucher shall be submitted by the Contractor promptly following completion of the work under this contract but in no event later than one hundred and twenty (120) days (or such longer period as the Contracting Officer may in his discretion approve in writing) from the date of such completion.

(c) 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 instructions 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 the contract.

(d) Until the expiration of three years after final dollar or local currency payment under this contract, the Contracting Officer may have the vouchers and statements of cost audited. Each payment theretofore made shall be subject to reduction for amounts included in the related voucher which are found by the Contracting Officer on the basis of such audit, not to constitute allowable cost. Any payment may be reduced for over-payments, or increased for underpayments, on preceding vouchers.

Note: When the clause entitled "Audit" (FPR 1-3.814-2(a)) is included in this contract, this paragraph is self-deleting.

(e) 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".

(f) The Contractor agrees that any dollar or local currency refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor or any assignee under this contract shall be paid by the Contractor to the Government to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract. Reasonable expenses incurred by the

Contractor for the purpose of securing such refunds, rebates, credits, or other amounts shall be allowable costs hereunder when approved by the Contracting Officer. Prior to final payment under this contract, the Contractor and each assignee under this contract whose assignment is in effect at the time of final payment under this contract shall execute and deliver an assignment and release using AID Forms 1420-40 or 1420-44, as appropriate, as required in AIDPR 7-16-851.

(g) Any dollar or local currency cost incurred by the Contractor under the terms of this contract which would constitute allowable cost under the provisions of this clause shall be included in determining the amount payable under this contract notwithstanding any provisions contained in the specifications or other documents incorporated in this contract by reference, designating services to be performed or materials to be furnished by the Contractor at his expense or without cost to the Government."

3. Under General Provision No. 10, "Negotiated Overhead Rates", make the following changes:

- a. Change the date under the title to read "(September 1975)".
- b. In paragraph (c) revise the parenthetical phrase to read "(Contracts for Commercial Organization)".

4. Delete General Provision No. 19, "Subcontracts and Purchase Orders", and in lieu thereof, insert the following:

"Subcontracts:

(a) The Contractor shall notify the Contracting Officer reasonably in advance of entering into any subcontract which (1) is cost-reimbursement type, time and materials, or labor-hour, or (2) is fixed-price type and exceeds in dollar amount either \$25,000 or 5 percent of the total estimated cost of this contract, or (3) provides for the fabrication, purchase, rental, installation, or other acquisition of special test equipment having a value in excess of \$1,000 or of any items of industrial facilities, or (4) has experimental, developmental, or research work as one of its purposes.

(b) In the case of a proposed subcontract which is (1) cost-reimbursement type, time and materials, or labor-hour which would involve an estimated amount in excess of \$10,000, including any fee, (2) is proposed to exceed \$100,000, or (3) is one of a number of subcontracts under this contract with a single subcontractor for the same or related supplies or services which, in the aggregate are expected to exceed \$100,000, the advance notification required by (a), above, shall include:

(1) A description of the supplies or services to be called for by the subcontract;

(2) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the degree of competition obtained:

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(3) The proposed subcontract price, together with the Contractor's cost or price analysis thereof:

(4) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data when such data and certificate are required by other provisions of this contract to be obtained from the subcontractor;

(5) Identification of the type of subcontract to be used:

(6) A memorandum of negotiation which sets forth the principal elements of the subcontract price negotiations. A copy of this memorandum shall be retained in the Contractor's file for the use of Government reviewing authorities. The memorandum shall be in sufficient detail to reflect the most significant considerations controlling the establishment of initial or revised prices. The memorandum should include an explanation of why cost or pricing data was, or was not required, and, if it was not required in the case of any price negotiation in excess of \$100,000, a statement of the basis for determining that the price resulted from or was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation. If cost or pricing data was submitted and a certificate of cost or pricing data was required the memorandum shall reflect the extent to which reliance was not placed upon the factual cost or pricing data submitted and the extent to which

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this data was not used by the Contractor in determining the total price objective and in negotiating the final price. The memorandum shall also reflect the extent to which it was recognized in the negotiation that any cost or pricing data submitted by the subcontractor was not accurate, complete, or current; the action taken by the Contractor and the subcontractor as a result; and the effect, if any, of such defective data on the total price negotiated. Where the total price negotiated differs significantly from the Contractor's total price objective, the memorandum shall explain this difference;

(7) When incentives are used, the memorandum of negotiation shall contain an explanation of the incentive fee/profit plan identifying each critical performance element, management decisions used to quantify each incentive element, reasons for incentives, and a brief summary of trade-off possibilities considered as to cost, performance, and time; and

(8) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract to be obtained from the subcontractor.

(c) The Contractor shall obtain the written consent of the Contracting Officer prior to placing any subcontract for which advance notification is required under (a) above. The Contracting Officer may, in his discretion, ratify in writing any such subcontract; such action shall constitute the consent of the Contracting Officer as required by this paragraph (c).

(d) The Contractor agrees that no subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis.

(e) The Contracting Officer may, in his discretion, specifically approve in writing any of the provisions of a subcontract. However, such approval or the consent of the Contracting Officer obtained as required by this clause shall not be construed to constitute a determination of the allowability of any cost under this contract, unless such approval specifically provides that it constitutes a determination of the allowability of such cost.

(f) The Contractor shall give the Contracting Officer immediate notice in writing of any action or suit filed, and prompt notice of any claim made against the Contractor by any subcontractor or vendor which in the opinion of the Contractor, may result in litigation, related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(g) Notwithstanding (c) above, the Contractor may enter into subcontracts within (i) or (ii) of (a) above, without the consent of the Contracting Officer, if the Contracting Officer has approved in writing the Contractor's procurement system and the subcontract is within the scope of such approval.

(h) To facilitate small business participation in subcontracting under this contract, the Contractor agrees to provide progress payments on the fixed-price types of subcontracts of those subcontractors which are small business concerns, in conformity with the standards for customary progress payments stated in the Federal Procurement Regulations, Subpart 1-39.5, as in effect on the date of this contract. The Contractor further agrees that the need for such progress payments will not be considered as a handicap or adverse factor in the award of subcontracts.

5 Under Additional General Provision No. 3, "Travel Expenses" make the following changes:

- a. Under the heading, delete the date therein and in lieu thereof, insert the date "(September 1975)".
- b. Under subhead "(h)", line four (4), delete "(12)" and in lieu thereof, insert "(15)".
- c. Delete subhead "(i)" in its entirety and in lieu thereof insert the following:

"(i) Emergency and Irregular Travel and Transportation
Actual transportation costs and travel allowances while en route, as provided in this section, will also be reimbursed under the following conditions:

(1) The costs of going from post of duty in the cooperating country to the United States or other location for Contractor employees and dependents and returning to the post of duty, when the Contractor's Chief of Party makes a written determination that such travel is necessary for one of the reasons specified in paragraph (i)(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 the assigned post of duty, subject in either case to the limitations stated in the provision of this contract entitled "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. "Serious illness or injury" is defined as one in which death is imminent or likely to occur as based on competent medical opinion or one in which the absence of the employee or dependent would result in great personal hardship. "Immediate Family" is defined as the mother or father of the employee or spouse, including stepparents or adoptive parents; the spouse of the employee; or children of the employee and/or spouse, including stepchildren or adoptive children, regardless of age.

(A) Ordinarily, only one member of a family may travel at contract expense on such emergency visitation travel. However, there may be exceptional circumstances, such as a critical injury to a dependent child attending school outside the post of assignment, which would require the presence of the employee and/or dependent(s). In such cases, the limitations prescribed in this provision apply to each traveler; for example, if more than one person travels, the deductible described in paragraph (i) (1) (ii) (C) of this section applies to each traveler.

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

(C) Reimbursement to the Contractor for the cost of such travel shall be subject to a "deductible" for each round trip. If the employee's basic salary is at or above the minimum scheduled rate for FSR-3 Agency personnel, the deductible is \$175. If the employee's basic salary rate is above the maximum scheduled rate for an FSR-7 and below the minimum scheduled rate for FSR-3, the deductible is \$125. If the employee's basic salary rate is at or below the maximum scheduled rate for FSR-7, the deductible is \$75. The employee will prepare and sign, prior to his or any dependent's departure from post for emergency visitation travel, a statement explaining the emergency for which travel

expense is to be authorized, including the name, address, and relationship to the employee or dependent of the ailing or deceased family member. Requests for emergency travel may be granted at contract expense, less deductibles, only on the basis of a certification by a licensed physician that (1) the medical condition of the patient is of such nature that, by customary practice of the medical profession in the locale where the condition is diagnosed and treated, it is considered such as to warrant the placement of the patient on the "critical list", or (2) the person has deceased. Where it is impracticable to provide a physician's statement prior to the travel, tentative approval for the travel may be granted by the Contractor's Chief of Party subject to a later furnishing of such certificate.

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

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

location. The return of such employees and dependents may also be authorized by the Mission Director, when, in this discretion, he determines it is prudent to do so.

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

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

d. Under Additional General Provision No. 3, "Travel Expense", delete paragraphs (1), (iv), and (v) in their entirety.

6. Delete in its entirety Additional General Provision No. 5, "Title to and Care of Property".

7. Under Additional General Provision No. 7, "Personnel", make the following changes:

a. Under the heading, delete the date therein and in lieu thereof, insert the date "September 1975".

b. Add a new paragraph (1)(3) as follows:

"The Contractor is encouraged to establish its own policy of pre-and post-tour medical examinations. As a contribution, AID shall reimburse the Contractor for physical examinations authorized in paragraphs (c)(1) and (2) of this section as follows:

(i) For the employee and dependents 12 years of age and over: Not to exceed \$35 for the physical examination plus reimbursement of charges for immunizations.

(ii) For dependents under 12 years of age: Not to exceed \$25 for each child plus reimbursement of charges for immunizations."

TOTAL AMOUNT OBLIGATED \$11,300

AMERICAN ASSOCIATION FOR THE
ADVANCEMENT OF SCIENCE

BY: Hans Nussbaum
PRINTED NAME: HANS NUSSBAUM
TITLE: Business Manager
DATE: 28 June 1976

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

BY: Gerald P. Gold
PRINTED NAME: Gerald P. Gold
TITLE: Contracting Officer
DATE: June 29, 1976

ORIGINAL

25 MAR 1976

Mrs. Booker

MEMORANDUM

March 15, 1976

TO : Distribution

FROM : CM/SOD/OSC, F. J. Moncada

SUBJECT: Contract NO. AID/CM/pha-C-73-25 between A.I.D. and
the American Association for the Advancement of Science.

This transmits one copy of a Negotiated Indirect Cost Rate Agreement dated January 29, 1976. This Agreement is also Amendment No. 5 to the subject Contract.

The purpose of this Amendment is to establish final and/or provisional indirect cost rates.

If additional copies are required, please contact CM/SOD/OSC.

DISTRIBUTION:

- CM/SD/SUP, Mrs. G. Booker
- CM/SD/SUP, Mrs. E. Amis
- CM/SD/SUP, Mr. D.F. Sutton
- SER/FM, Mr. W. McKeel
- AG/AUD, Mr. B. Abshire (2 copies)

Contracting Officer, CM /COD/PHA, Mr. G. Gold

Project Manager, PHA/POP, Mr. D. Mutchler

USAID/_____

ORIGINAL

ORIGINAL

NEGOTIATED INDIRECT COST RATE AGREEMENT

Date: January 29, 1976

SUBJECT : Indirect Cost Rates for Use in Cost Reimbursement Type Agreements With the Agency for International Development (A.I.D.)

REFERENCE : Letter and attachment from National Science Foundation to AAS dated 11/5/75

INSTITUTION : American Association for the Advancement of Science
or
OTHER : 1515 Massachusetts Avenue, N.W.
Washington, D.C. 20005

PART I - NEGOTIATED INDIRECT COST RATES:

<u>Type</u>	<u>Effective Period</u>		<u>Rate(%)</u>	<u>Designation</u>
	<u>From</u>	<u>Thru</u>		
Final	1-1-74	12-31-74	69.80	Overhead
Provisional	1-1-75	Until Amended	69.80	Overhead

Base of Application:

Direct salaries and wages including vacation, holiday, and sick leave pay. All other fringe benefits applicable to direct salaries are treated as other direct costs.

Unless otherwise indicated, the above rates are provisional after the latest date shown for each rate designation, until amended.

* SEE PART III FOR APPLICATION OF THESE RATES TO A.I.D. AGREEMENTS.

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PART II - ITEMS NORMALLY TREATED AS DIRECT COSTS:

PART III - SPECIAL TERMS AND CONDITIONS:

Pursuant to 57-3.705 of the Agency for International Development Procurement Regulations (AIDPR), the negotiated indirect cost rates set forth in Part I of this Agreement are incorporated into A.I.D. agreements as follows:

<u>Contract No.</u>	<u>Amendment No.</u>	<u>PIO/T No.</u>
AID/CM/pha-C-73-25	5	932-11-3230331

ACCEPTED:

BY William Chapman
 William Chapman - American Association for
 The Advancement of Science

PRINTED OR TYPED NAME

CONTROLLER

TITLE

FEBRUARY 9, 1976

DATE

Francis J. Moncada

Francis J. Moncada

CONTRACTING OFFICER
 Overhead and Special Costs
 Branch
 Special Operations Division
 Office of Contract Management
 Agency for International Development

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X	PHA/POP

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Coded 1/7/76

24 DEC 1975

ORIGINAL

DEPARTMENT OF STATE
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

*V. Mutchler
PHA/pop
J. Pittenger*

American Association for the
Advancement of Science
1515 Massachusetts Avenue, N.W.
Washington, D.C. 20005

DEC 22 1975

Subject: Amendment No. 4 to
Contract No. AID/CM/pha-C-73-25

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, and Executive Order 11223, the subject Contract, as amended, is hereby further amended as follows:

A. Subject

Amendment No. 2 to subject contract dated 6/27/75 is hereby corrected to read Amendment No. 3.

B. Cover Page

Block entitled "Accounting and Appropriation Data": Add the following:

"PIO/T No. - 3267504

Appropriation No. - 72-11X1024

Allotment No. - 424-32-099-00-81-61"

C. Table of Contents

Under the heading "General Provisions", delete the sentence in its entirety and in lieu thereof, insert the following:

"The General Provisions applicable to this contract consist of form AID/1420-41C entitled "General Provisions - Cost Reimbursement Type Contract", dated 7-1-75, which includes provisions 1 through 43 (Attachments C through G) and form AID/1420-41D entitled "Additional General

Revised to P. 3

ORIGINAL

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Provisions - Cost Reimbursement Type Contract" dated 7-1-75, which includes provisions 1 through 15.

D. ARTICLE V - ESTIMATED COSTS AND LIMITATION OF FUNDS

Under Paragraph one (1) delete the amount "\$955,280" and in lieu thereof, insert the amount "\$1,355,280".

E. ARTICLE VI - BUDGET

Delete the budget in its entirety and in lieu thereof, insert the following:

Without prior written approval by the Contracting Officer the Contractor may not exceed the total amount obligated, as set forth herein. However, within the total amount obligated, any individual line item amount may be adjusted as reasonably necessary for the performance of the Contract.

<u>Item</u>	Obligated Budget From: 7-01-73 To: 9-30-76	Additional Projected Expenditures To: 9-30-76	<u>Total</u>
Salaries and Wages	\$ 215,776	\$ 7,900	\$223,676
Fringe Benefits	31,812	1,500	33,312
Overhead	109,481	4,900	114,381
Travel and Per Diem	27,198	-0-	27,198
Subcontracts	928,897	48,126	977,023
Other Direct Costs	<u>42,116</u>	<u>-0-</u>	<u>42,116</u>
TOTAL ESTIMATED COST	\$1,355,280	\$ 62,426	\$1,417,706

Total Amount Obligated - \$1,355,280

F. ARTICLE X - ADDITIONAL CLAUSES

Under subhead "G" add a new paragraph "5" as follows:

"5. The Contractor shall insert a clause containing all of the above provisions, including this paragraph, in all subordinate agreements, subgrants, subcontracts or purchase orders hereunder."

G. ARTICLE XI - ALTERATIONS IN CONTRACT

1. Delete subheads 1. and 2. in their entirety and in lieu thereof, add a new paragraph as follows:

"General Provision No. 44, "Clean Air and Water" is attached hereto as Attachment G and made a part hereof.

H. The amount obligated by this Amendment is \$400,000.

AMERICAN ASSOCIATION FOR THE
ADVANCEMENT OF SCIENCE

BY: William D. Carey

PRINTED NAME: WILLIAM D. CAREY

TITLE: EXECUTIVE OFFICER

DATE: DECEMBER 22, 1975

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

BY: Gerald F. Gold

PRINTED NAME: Gerald F. Gold

TITLE: Contracting Officer

DATE: DEC 22 1975

FUNDS OBLIGATED	
Approp. No.	72-1181024
Allot. No.	424-32-092-00-81-61
Obl. No.	3267504
Obj. Cl.	2590
Amount \$	400,000.00
Proj. No.	932-11-580-608
By:	<u>JWL</u>
PM/CSD	
Date	<u>12/23/75</u>

General Provision 44

CLEAN AIR AND WATER CLAUSE

(a) The Contractor Agrees as follows:

(i) To comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857, Et Seq., as amended by public law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, as amended by public law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.

(ii) That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency list of violating facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

(iii) To use his best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.

(iv) To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph (iv).

(b) The terms used in this clause have the following meanings:

(i) The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 1857 Et Seq., as amended by public law 91-604).

(ii) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 Et. Seq., as amended by public law 92-500).

(iii) The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in issued under or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in Section 110 (d) of the Clean Air Act (42 U.S.C. 1857c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or an approved implementation procedure under Section 112 (d) of the Air Act (42 U.S.C. 1857c-7(d)).

(iv) The term "Clean Water Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a state under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment

regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

(v) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirement of the Air Act or Water Act and regulations issued pursuant thereto.

(vi) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a contractor subcontractor, to be utilized in the performance of a contract or subcontract. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are colocated in one geographical area.

ADDITIONAL GENERAL PROVISIONS

COST REIMBURSEMENT TYPE CONTRACT

(Additional General Provisions for Overseas Cost Type Contract are also attached hereto, and except for the clauses omitted as specified on the preceding pages, such Additional General Provisions are incorporated in this contract.)

INDEX OF CLAUSES

1. Definitions
2. Leave and Holidays
3. Travel Expenses
4. Transportation and Storage Expenses
5. Title to and Care of Property
6. Marking
7. Personnel
8. Differential and Allowances
9. Conversion of United States Dollars to Local Currency
10. Orientation and Language Training
11. Insurance—Workmen's Compensation, Private Automobiles, Marine and Air Cargo
12. Services Provided to Contractor
13. Post Privileges
14. Contractor-Mission Relationships
15. Notice of Changes in Regulations

1. DEFINITIONS (SEPT. 1974)

(a) "Dependents" shall mean:

- (1) Spouse
- (2) Children (including step and adopted children) who are unmarried and under 21 years of age or, regardless of age, are incapable of self support.
- (3) Parents (including step and legally adoptive parents) of the employee or of the spouse, when such parents are at least 51 percent dependent on the employee for support.
- (4) Sisters and Brothers (including step or adoptive sisters or brothers) of the employee, or of the spouse, when such sisters and brothers are at least 51 percent dependent on the employee for support, unmarried and under 21 years of age, or regardless of age, are incapable of self support.

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

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

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

(e) "Traveler" shall mean Contractor's Regular Employees, Dependents of the Contractor's Regular Employees, the Contractor's Short-Term Employees, Consultants and, as authorized by the Contracting Officer, the Contractor's Officers and Executives, or other persons.

(f) "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.

2. LEAVE AND HOLIDAYS (SEPT. 1974)

(a) *Vacation Leave Overseas.*

(1) The Contractor may grant to his employees working overseas under this Contract, vacations of reasonable duration in accordance with the Contractor's established practice for his employees, but in no event shall such vacation leave be earned at a rate exceeding twenty-six (26) work days per annum. Vacation leave is provided under this Contract primarily for purposes of affording necessary rest and recreation to regular employees during their tour of duty in the cooperating country. 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 (3) below.

(3) Vacation leave earned but not taken by the end of the employee's tour pursuant to (1) and (2) above 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 (2) above, 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.

GENERAL PROVISIONS

Cost Reimbursement Type Contract

INDEX OF CLAUSES

1. Definitions
2. Changes
3. Biographical Data
4. Leave and Holidays
5. Travel and Transportation Expenses
6. Standards of Work
7. Inspection
8. Limitation of Cost
9. Allowable Cost, Fixed Fee, and Payment
10. Negotiated Overhead Rates
11. Assignment of Claims
12. Examination of Records by Comptroller General
13. Price Reduction for Defective Cost or Pricing Data
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15. Subcontractor Cost and Pricing Data
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19. Government Property
20. Utilization of Small Business Concerns
21. Utilization of Labor Surplus Area Concerns
22. Insurance—Liability to Third Persons
23. Termination for Default or for Convenience of the Government
24. Excusable Delays
25. Stop Work Order
26. Disputes
27. Authorization and Consent
28. Notice and Assistance Regarding Patent and Copyright Infringement
29. Patent Provisions and Publication of Results
30. Rights in Data
31. Release of Information
32. Equal Opportunity
33. Convict Labor
34. Walsh-Healey Public Contracts Act
35. Officials Not to Benefit
36. Covenant Against Contingent Fees
37. Language, Weights and Measures
38. Security Requirements
39. Utilization of Minority Business Enterprises
40. Listing of Employment Openings
41. Payment of Interest on Contractors' Claims
42. Employment of the Handicapped
43. Notices

1. DEFINITIONS (DEC. 1970)

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

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

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

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

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

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

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

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

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

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

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

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

2. CHANGES (DEC. 1970)

(a) The Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes, within the general scope of this contract, in any one or more of the following: (1) statement of work or services, (2) drawings, designs, or specifications, (3) method of shipment or packing, (4) place of inspection, delivery, or acceptance, and (5) the amount of logistic support and property of the United States or Cooperating Government to be furnished or made available to the Contractor for

ORIGINAL
DEPARTMENT OF STATE
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON DC 20523

1 JUL 1979

American Association for the Advancement of Science
1515 Massachusetts Avenue, N.W.
Washington, D.C. 20005

3
Subject: Amendment No. 2 to Contract No.
AID/QM/pha-C-73-25

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, and Executive Order 11223, the subject Contract, as amended, is hereby further amended as follows:

A. Cover Page

1. Block titled "Amount": Delete in its entirety and in lieu thereof, insert the following: "Amount - "\$1,417,706."

2. Block titled "Project No.": Add the following: "Project No. 932-170570-616."

3. Block titled "Accounting and Appropriation Data": Add the following:

"PIO/T No. - 3257577

Appropriation No. - 72-11X1024

Allotment No. - 424-32-099-00-81-51"

4. Block entitled "Estimated Completion Date": Delete in its entirety and in lieu thereof, add the following: "September 30, 1976."

5. Above the signature blocks: Delete in its entirety the paragraph reading, "This Contract consists of this Cover Page, the Schedule of 16 pages, including the Table of Contents and the General

ORIGINAL

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Provisions (form AID/1420-41C) and Additional General Provisions (form AID/1420-41D)."

In lieu thereof, insert the following: "This Contract consists of this Cover Page, the Schedule, including the Table of Contents and the General Provisions (form AID/1420-41C), and the Additional General Provisions (form AID/1420-41D).

B. Table of Contents

1. Under the heading "Schedule," delete the sentence in its entirety and in lieu thereof, insert the following:

"The Schedule consists of this Table of Contents and the following Articles..."

2. Under the head "General Provisions" delete the sentence in its entirety and in lieu thereof, insert the following:

"The General Provisions applicable to this contract consist of form AID/1420-41C entitled "General Provisions - Cost Reimbursement Type Contract," dated September 1974, which includes provisions 1 through 43 and Attachments C through F; and form AID/1420-41D entitled "Additional General Provisions - Cost Reimbursement Type Contract," dated September 1974, which includes provisions 1 through 15.

C. ARTICLE I - STATEMENT OF WORK

1. Under subhead A. "Objectives": Add a new paragraph as follows:

"An additional objective of this project is to examine the interrelationships between women's status and fertility by collecting

life histories of women who are reproducing at biological extremes in diverse cultural settings."

2. Under subhead: "B. Implementation Plan": Add a new subhead "4" as follows:

"4. The examination of the interrelationship between women's status and fertility shall be divided into three phases: Phase I to include the preparatory work; Phase II to consist of the collection of data and the required field work; and Phase III to analyze the data and write up the results. The results from the Preparation Phase will necessarily determine, if Phases II and III will be undertaken and the nature of the activities.

Phase I: Preparation

July - September 1975

- a. Review/planning of overall project activities by advisory committee.
- b. Identify potential field sites (one in Africa, one in Asia, one in Latin America).
- c. Review relevant literature and data contained in the Human Relations area.

October - December 1975

- d. Develop models, hypotheses, methodology.
- e. Conduct site visits, with host country and USAID clearances.
- f. Recruit field staff; conduct workshop to standardize the research protocols.
- g. Conduct final review of preparation phase with AID/W.

Phase II: Data Collection and Field Work

- a. Ensure cooperation in study areas; meet with the local community.
- b. Formulate final research instruments.
- c. Locate sources of information; select samples.
- d. Collect data which will focus upon life histories of women of various cultural groups producing at biological extremes and compare these with the norm and with a two-child, completed family.

Phase III: Data Analysis

- a. Tabulate and compile data.
 - b. Write up field data.
 - c. Draft life histories available for circulation.
 - d. Publish selected life histories with community background material, disseminate analytical results through publication of academic articles, panel discussions, etc."
3. Under subhead "C. Reports": Add a new subhead "5." as follows:
- "5. With respect to the work required under paragraph B.4. above:
- a. Trip reports shall be required for all travel authorized and shall be submitted no later than one week after completion of the travel and relate in detail to persons contacted, their respective official positions, problems discussed, and resolution of problems.
 - b. A report detailing progress toward completion of Phase I a-c will be submitted at the end of the third month of activity.
 - c. A report detailing progress toward completion of Phase I a-g will be submitted by 31 December 1975, hence terminating the preparation

phase.

d. Field reports from each field site detailing the progress of the investigations will be submitted by 30 June 1976.

e. A final report shall be submitted at the end of the project detailing all data collected and analyzed."

D. ARTICLE III - KEY PERSONNEL

Under paragraph "A" add the following:

"Advisory Committee: Margaret Mead	'	Duration of Assignment:
	'	
Conrad Taueber	'	
	'	4 man months
Ward Goodenough	'	
	'	
Vera Rubin	'	

Project Director	Priscilla Reining	15 man months"
------------------	-------------------	----------------

E. ARTICLE IV - PERIOD OF CONTRACT

Under line two (2), delete the date therein and in lieu thereof, insert the date "September 30, 1976."

F. ARTICLE V - ESTIMATED COST AND LIMITATION OF FUNDS

Under paragraph one (1), delete the amounts "\$1,277,706" and "\$829,580" respectively and in lieu thereof, insert the amounts "\$1,417,706" and "\$955,280."

G. ARTICLE VI - BUDGET

Delete the budget in its entirety and in lieu thereof, insert the following:

"Without prior written approval of the Contracting Officer, the Contractor may not exceed the total amount obligated as set forth herein: However, within the total amount obligated, any individual

line item amount may be adjusted as reasonably necessary for the performance of this Contract.

<u>Item</u>	Obligated Budget From: 7-1-73 To : 6-30-75	Obligated Amount From: 7-1-75 To : 9-30-76	Additional Projected Expenditures From: 7-1-75 To : 9-30-76	<u>Total</u>
Salaries and Wages	\$ 94,975	\$ 67,141	\$ 53,586	\$ 215,702
Fringe Benefits	14,246	7,969	8,038	30,253
Overhead	50,337	24,974	28,401	103,712
Travel and Per Diem	14,400	10,798	8,000	33,198
Subcontracts	637,222	-0-	339,801	977,023
Other Direct Costs	<u>18,400</u>	<u>14,818</u>	<u>24,600</u>	<u>57,818</u>
TOTAL ESTIMATED COST	\$829,580	\$125,700	\$462,426	\$1,417,706

Total Amount Obligated - \$955,280

By this Amendment - \$125,700

H. ARTICLE IX - PERSONNEL COMPENSATION

1.a. Delete paragraph one (1) in its entirety and in lieu thereof, insert the following:

" 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. There is a ceiling on reimbursable salaries and wages paid to a person employed directly under the

contract of the top level salary rate of FSR-1 (or the equivalent daily rate for FSR-1 if salary is not computed on an annual basis), unless advance written approval is given by the Contracting Officer."

b. Delete paragraph four (4) in its entirety and in lieu thereof, insert the following:

"4. Merit or Promotion Increases

Merit or promotion increases may not exceed those provided by the Contractor's established policy and practice, which will be certified to by the Contractor. Merit or promotion increases resulting in salaries exceeding the maximum salary of FSR-1 may be granted only with the advance approval of the Contracting Officer."

2. Under subhead "6. Third Country and Cooperating Country Nationals, add a new paragraph:

"The compensation, leave and holidays, allowances and differentials travel and transportation and shipment of effect for TCN and CCN employees, if their use is authorized, will be subject to AID's policy as outlined in Manual Order 1423.7. It should be especially noted that any TCNs and CCNs employed under this contract are not eligible for allowances and differentials."

I. ARTICLE X - ADDITIONAL CLAUSES

1. Under subhead "A", add the following paragraph:

"After approval of the proposed international travel, the Contractor shall provide the cognizant USAID mission advance notification, with a copy to the cognizant technical officer, of the arrival date and flight identifications of AID financed travellers."

2. Delete subhead "C" and "D" and reletter "E" and "F" to read "C" and "D".

3. Delete subhead "G" in its entirety and add a new subhead "G" as follows:

"G. Abortion Related Activities

No funds made available under this grant/contract will be used for the following family-planning and population assistance activities:

- 1) procurement or distribution of equipment provided for the purpose of inducing abortions as a method of family planning;
- 2) information, education, training, or communication programs that seek to promote abortion as a method of family planning;
- 3) payments to women in less developed countries to have abortions as a method of family planning;
- 4) payments to persons to perform abortions or to solicit persons to undergo abortions."

J. ARTICLE XI - ALTERATIONS IN CONTRACT

Delete paragraphs "a" and "b" in their entirety and substitute in lieu

thereof, the following:

1.a. Under General Provision No. 18, "Subcontracts and Purchase Orders" delete the date in the title "Nov. 1973" and in lieu thereof, insert the date "Jan. 1975".

b. Line seven (7), paragraph "b" is hereby deleted in its entirety and the following is substituted therefor:

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

- (1) Is for the purchase and/or lease of motor vehicles.
- (2) Is for the purchase and/or lease of any item of permanent research equipment having an acquisition cost of \$1,000 or more and having an expected service life of one year or more.
- (3) Is for the purchase and/or lease of permanent general purpose equipment having an acquisition cost of \$200 or more and having an expected service life of one year or more. For the purpose of this subparagraph (3), the term "general purpose equipment" means any items which are usable for activities of the contractor other than the furnishing of any of the work or services required by this Contract, such as office equipment and furnishings, air-conditioning, reproduction or printing equipment, or any automatic data processing equipment.
- (4) Is for the purchase of materials or supplies in

excess of \$2,500 which are to be consumed or expended in the performance of this Contract.

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

(6) If for the furnishing of any of the work or services required by this Contract."

2. Under General Provision No. 21, "Rights in Data and Publication", subhead (b) (1), line five (5), delete in its entirety and in lieu thereof, insert the following line five (5): "...Forth in the Notice of Revision of Policy published in the..."

Except as herein expressly amended, the subject Contract remains in full force and effect.

AMERICAN ASSOCIATION
FOR THE ADVANCEMENT OF SCIENCE

BY: Hans Nussbaum
PRINTED NAME: HANS NUSSBAUM
TITLE: Business Manager
DATE: 26 June 1975

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

BY: Gerald P. Gold
PRINTED NAME: Gerald P. Gold
TITLE: Contracting Officer
DATE: JUN 27 1975

*Subscribed & sworn to before me this
26th day of June, 1975
Joan W. Lernerman*

GENERAL PROVISIONS

Cost Reimbursement Type Contract

INDEX OF CLAUSES

1. Definitions
2. Changes
3. Biographical Data
4. Leave and Holidays
5. Travel and Transportation Expenses
6. Standards of Work
7. Inspection
8. Limitation of Cost
9. Allowable Cost, Fixed Fee, and Payment
10. Negotiated Overhead Rates
11. Assignment of Claims
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42. Employment of the Handicapped
43. Notices

1. DEFINITIONS (DEC. 1970)

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

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

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

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

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

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

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

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

2. CHANGES (DEC. 1970)

(a) The Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes, within the general scope of this contract, in any one or more of the following: (1) statement of work or services, (2) drawings, designs, or specifications, (3) method of shipment or packing, (4) place of inspection, delivery, or acceptance, and (5) the amount of logistic support and property of the United States or Cooperating Government to be furnished or made available to the Contractor for

ADDITIONAL GENERAL PROVISIONS

COST REIMBURSEMENT TYPE CONTRACT

(Additional General Provisions for Overseas Cost Type Contract are also attached hereto, and except for the clauses omitted as specified on the preceding pages, such Additional General Provisions are incorporated in this contract.)

INDEX OF CLAUSES

- | | |
|--|---|
| 1. Definitions | 9. Conversion of United States Dollars to Local Currency |
| 2. Leave and Holidays | 10. Orientation and Language Training |
| 3. Travel Expenses | 11. Insurance—Workmen's Compensation, Private Automobiles, Marine and Air Cargo |
| 4. Transportation and Storage Expenses | 12. Services Provided to Contractor |
| 5. Title to and Care of Property | 13. Post Privileges |
| 6. Marking | 14. Contractor-Mission Relationships |
| 7. Personnel | 15. Notice of Changes in Regulations |
| 8. Differential and Allowances | |

1. DEFINITIONS (SEPT. 1974)

(a) "Dependents" shall mean:

- (1) Spouse
- (2) Children (including step and adopted children) who are unmarried and under 21 years of age or, regardless of age, are incapable of self support.
- (3) Parents (including step and legally adoptive parents) of the employee or of the spouse, when such parents are at least 51 percent dependent on the employee for support.
- (4) Sisters and Brothers (including step or adoptive sisters or brothers) of the employee, or of the spouse, when such sisters and brothers are at least 51 percent dependent on the employee for support, unmarried and under 21 years of age, or regardless of age, are incapable of self support.

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

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

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

(e) "Traveler" shall mean Contractor's Regular Employees, Dependents of the Contractor's Regular Employees, the Contractor's Short-Term Employees, Consultants and, as authorized by the Contracting Officer, the Contractor's Officers and Executives, or other persons.

(f) "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.

2. LEAVE AND HOLIDAYS (SEPT. 1974)

(a) *Vacation Leave Overseas.*

(1) The Contractor may grant to his employees working overseas under this Contract, vacations of reasonable duration in accordance with the Contractor's established practice for his employees, but in no event shall such vacation leave be earned at a rate exceeding twenty-six (26) work days per annum. Vacation leave is provided under this Contract primarily for purposes of affording necessary rest and recreation to regular employees during their tour of duty in the cooperating country. 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 (3) below.

(3) Vacation leave earned but not taken by the end of the employee's tour pursuant to (1) and (2) above 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 (2) above, 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.

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#12

01 MAY 1975

Mrs. Booker .

MEMORANDUM

April 30, 1975

TO : Distribution

FROM : CM/SD/OSC; F. J. Mongada 

SUBJECT: Contract No. AID/CM/pha-C-73-25 between A.I.D. and
the American Association for the Advancement of Science

This transmits one copy of a Negotiated Indirect Cost Rate Agreement dated April 21, 1975. This Agreement is also Amendment No. 2 to the subject Contract.

The purpose of this Amendment is to establish final and/or provisional indirect cost rates.

If additional copies are required, please contact CM/SD/OSC.

DISTRIBUTION:

- CM/SD/SUP, G. Booker
- CM/SD/SUP, E. Amis
- CM/SD/SUP, T.B. Tighe
- SER/FM, W. McKeel
- AG/AUD, J. Griffith (2 copies)

Contracting Officer, CM/COD/PHA, Mr. G. Gold

Project Manager, PHA/POP, Mr. D. Mutchler

USAID/_____

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ORIGINAL

NEGOTIATED INDIRECT COST RATE AGREEMENT

Date: April 21, 1975

SUBJECT : Indirect Cost Rates for Use in Cost Reimbursement Type Agreements With the Agency for International Development (A.I.D.)

REFERENCE : Letter and attachment from National Science Foundation to AAAS dated 12/20/74.

INSTITUTION : American Association for the Advancement of Science
or 1515 Massachusetts Avenue, N.W.
OTHER Washington, D.C. 20005

PART I - NEGOTIATED INDIRECT COST RATES:

<u>Type</u>	<u>Effective Period</u>		<u>Rate(%)</u>	<u>Designation</u>
	<u>From</u>	<u>Thru</u>		
Final	1-1-73	12-31-73	62.68	Overhead
Provisional	1-1-74	Until Amended	62.68	Overhead

Base of Application:

Direct salaries and wages including vacation, holiday, and sick leave pay. All other fringe benefits applicable to direct salaries are treated as other direct costs.

Unless otherwise indicated, the above rates are provisional after the latest date shown for each rate designation, until amended.

* SEE PART III FOR APPLICATION OF THESE RATES TO A.I.D. AGREEMENTS.

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PART II - ITEMS NORMALLY TREATED AS DIRECT COSTS:

PART III - SPECIAL TERMS AND CONDITIONS:

Pursuant to §7-3.705 of the Agency for International Development Procurement Regulations (AIDPR), the negotiated indirect cost rates set forth in Part I of this Agreement are incorporated into A.I.D. agreements as follows:

<u>Contract No.</u>	<u>Amendment No.</u>	<u>PIO/T No.</u>
AID/CM/pha-C-73-25	2	932-11-3230331

ACCEPTED:

BY Hans Nussbaum

HANS NUSSBAUM

PRINTED OR TYPED NAME

Business Manager

TITLE

4/25/75

DATE

Francis J. Moncada
Francis J. Moncada

CONTRACTING OFFICER
Overhead and Special Costs
Branch
Contract Support Division
Office of Contract Management
Agency for International Development

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X CM/SD/SUP
X SER/FM/CSD
X PIA/POP

JAA

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D. M. Lefler - P. 421 P. 0 P. 1222
(Patterson)

DEPARTMENT OF STATE
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

ORIGINAL

6 MAR 1974

American Association for the Advancement of Science
1515 Massachusetts Avenue, N.W.
Washington, D. C. 20005

Subject: Amendment No. 1 to Contract No.
AID/CM/pha-C-73-25

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, and Executive Order 11223, the subject contract is hereby amended as follows:

1. SCHEDULE:

Table of Contents - Add the following:

"ARTICLE VI - ALTERATIONS IN CONTRACT"

2. ARTICLE III - KEY PERSONNEL

Delete paragraph A. in its entirety, and in lieu thereof insert the following:

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

- Dr. Irene Tinker, Project Coordinator

- Anthropologist - Consultants (To be named with prior approval of A.I.D.)"

3. ARTICLE XI -ALTERATIONS IN CONTRACT

a. Delete General Provisions Nos. 5, 9, 10, 12, 16, 18, 20, and 28, and in lieu thereof insert those attached as Attachment A.

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b. Delete Additional General Provisions Nos. 3, 6, and 12, and in lieu thereof insert those attached as Attachment B.

AMERICAN ASSOCIATION
FOR THE ADVANCEMENT OF SCIENCE
BY *Irene Tinker*
PRINTED NAME Irene Tinker
TITLE Project Coordinator
DATE February 20, 1974

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT
BY *Gerald P. Gold*
PRINTED NAME Gerald P. Gold
TITLE Contracting Officer
DATE FEB 27 1974

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ATTACHMENT A

5. TRAVEL AND TRANSPORTATION EXPENSES (NOV 1973)

(a) *United States Travel.* The Contractor shall be reimbursed for actual transportation costs and travel allowances of travelers in accordance with the established practice of the Contractor for travel within the United States directly referable to the contract and not continuous with travel to and from the Cooperating Country. Such transportation costs shall not be reimbursed in an amount greater than the cost of, and time required for economy class commercial scheduled air travel by the most expeditious route unless economy air travel or economy air travel space are not available and the Contractor certifies to the facts in the voucher or other documents retained as part of his contract records to support his claim for post-audit. Such travel allowances shall be in accordance with the established practice of the Contractor for travel within the United States provided that it shall not exceed the rates and basis for computation of such rates as provided in the Standardized Government Travel Regulations, as from time to time amended.

(b) *Actual Expense Basis.* Travel on an actual expense basis may be authorized or approved by a Contracting Officer Executive of field or equivalent official, when it is determined that unusual circumstances of the assignment will require expenditures greatly in excess of the maximum per diem allowance provided herein. Payment on an actual expense basis is limited to specific travel assignments and should be used only in exceptional cases and not merely to cover a small amount of costs in excess of per diem. Normally the authorization will be limited to cases where the cost of lodging (exclusive of meals) at available hotels absorbs practically all of the per diem allowance. In no event, however, shall the amount authorized exceed the applicable maximum amount allowable under Section 7.2 of the Standardized Government Travel Regulations, as from time to time amended. Receipts covering all expenses claimed hereunder shall be filed by the traveler with his voucher and shall be retained as part of the Contractor's records to support the Contractor's claim for reimbursement, or for post-audit.

9. ALLOWABLE COST, FIXED FEE AND PAYMENT (NOV 1973)

(a) For the performance of this contract, the Government shall pay to the Contractor: (1) the cost thereof (hereinafter referred to as "allowable cost") determined by the Contracting Officer to be allowable in accordance with:

(i) Subpart 1-15.2 (Principles and Procedures for Use in Cost Reimbursement Type Supply and Research Contracts with Commercial Organizations) of the Federal Procurement Regulations as in effect on the date of this contract; and

(ii) the terms of this contract; and (2) such fixed fee, if any, as may be provided for in the Schedule.

(b) Once each month (or at more frequent intervals, if approved by the paying office indicated on the Cover Page), the Contractor may submit to such office Voucher Form SF-1031 (original) and SF-1031(a) three copies, each voucher identified by the appropriate A.I.D. contract number, properly executed, in the amount of dollar expenditures made during the period covered, which voucher forms shall be supported by:

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

Total Expenditures

Category	Budget Amount	This Period	To Date
Salaries and Wages	XXX (including salaries overseas of \$XXX)	XXX (including salaries overseas of \$XXX)	XXX (including salaries overseas of \$XXX)
Consultant Fees	XXX	XXX	XXX
Allowances	XXX	XXX	XXX
Travel and Transportation	XXX	XXX	XXX
Other Direct Costs	XXX	XXX	XXX
Overhead	XXX (including overhead overseas of \$XXX)	XXX (including overhead overseas of \$XXX)	XXX (including overhead overseas of \$XXX)
Equipment and Materials	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: (1) that payment of the sum claimed under the cited contract is proper and due and that appropriate refund to A.I.D. will be made promptly upon request of A.I.D. in the event of nonperformance, in whole or in part, under the contract or for any

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breach of the terms of the contract, (2) that information on the fiscal report is correct and such detailed supporting information as A.I.D. may require will be furnished at the Contractor's home office or base office as appropriate promptly to A.I.D. on request and (3) that all requirements called for by the contract to the date of this certification have been met.

BY _____
TITLE _____ DATE _____

(3) In certain cases, the Contracting Officer may require the Contractor to submit, in lieu of the certified fiscal report required in subparagraph (b)(1) above, detailed documentation in support of Contractor requests for reimbursement. However, such detailed documentation shall be submitted in support of Contractor requests for reimbursement under *all* contracts in which the total contract amount is \$50,000 or less, and may be required by the Contracting Officer under contracts in which the total contract amount is in excess of \$50,000; provided, however, that if the Contractor has a contract in excess of \$50,000 for which a fiscal report is required, then all contracts which he may have shall be supported in the same manner. The detailed documentation shall include the following:

(i) Copy of Contractor's payroll indicating names, pay rates and pay periods with regard to salaries, fees and any related allowances paid Contractor's employees and consultants.

(ii) Statement of itinerary and originals or copies of carriers' receipts for employee's and dependents' transportation costs. Travel allowances must be stated separately.

(iii) Receipted supplier's invoices for cost of commodities, equipment and supplies, insurance and other items. Invoices must show quantity, description and price (less applicable discounts and purchasing agents commission). Individual transactions under \$10,000 may be supported by an itemized listing containing the numbers of the Contractor's checks used to make payment. Delivery of supplies and equipment to appropriate destination must be supported by copy or photostat of bill of lading, airways bill or parcel post receipt. Voucher SF 1034 or SF 1036, as appropriate, must state whether or not items procured by contractor were procured through advertising.

(iv) Receipted invoice of transporter showing name of vessel, flag and transportation charge for transportation of supplies or equipment, plus copy or photostat of ocean or charter party bill of lading or airway bill if applicable. No invoice is required if the bill of lading contains all the required information.

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

(5) The Contractor shall submit a Supplier's Certificate, A.I.D. Form 282, in triplicate, executed by the vendor for each transaction in excess of \$2,500.

(c) Promptly after receipt of each voucher and statement of dollar cost, the Government shall, except as otherwise provided in this contract, subject to the provisions of (d) below, make payment thereon as approved by the paying office indicated on the Cover Page. Payment of the fixed fee, if any, shall be made to the Contractor as specified in the Schedule; provided, however, that after payment of eighty-five percent (85%) of the fixed fee set forth in the Schedule, further payment on account of the fixed fee shall be withheld until a reserve of either fifteen percent (15%) of the total fixed fee, or one hundred thousand dollars (\$100,000), whichever is less, shall have been set aside.

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

(e) On receipt and approval of the voucher designated by the Contractor as the "final voucher", which is to be submitted on Form SF-1034 (original) and SF-1034(a) in three copies and supported by:

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

(2) Vendor's invoices as in (b)(3) or (b)(4) above;

(3) Supplier's Certificate as in (b)(5) above; and

(4) Refund check for the balance of funds if any remaining on hand and not obligated by the Contractor, and upon compliance by the Contractor with all the provisions of this contract (including, without limitation, the provisions relating to patents and the provisions of (f), (g) and (h) below), the Government shall promptly pay to the Contractor any balance of allowable dollar cost, and any part of the fixed fee, which has been withheld pursuant to (d) above or otherwise not paid to the Contractor. The completion voucher shall be submitted by the Contractor promptly following the completion of the work under this contract but in no event later than one hundred and twenty (120) days (or such longer period as the Contracting Officer may in his discretion approve in writing) from the date of such completion.

(f) *Documentation for Mission.* When submitting Voucher Form SF 1034 to the Paying Office listed on the Cover Page of this contract, the Contractor shall at the same time airmail to the Mission Controller one copy of vendor's invoices for all items of commodities, equipment and supplies (except magazines, pamphlets and newspapers) procured and shipped overseas and for which the cost is reimbursable under this contract. (For items shipped from Contractor's

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stocks where vendor's invoices are not available, a copy of the documents used for posting to Contractor's account shall be furnished.)

(g) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this contract shall be preserved and made available as part of the Contractor's records which are required to be preserved and made available by the Clauses of this contract entitled "Examination of Records" and "Audit and Records".

(h) The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor or any assignee under this contract shall be paid by the Contractor to the Government, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract. Reasonable expenses incurred by the Contractor for the purpose of securing such refunds, rebates, credits, or other amounts shall be allowable costs hereunder when approved by the Contracting Officer. Prior to final payment under this contract, the Contractor and each assignee under this contract whose assignment is in effect at the time of final payment under this contract shall execute and deliver an assignment and a release using A.I.D. Forms 1420-40 or 1420-41, as appropriate, as required in AIDPR 7-16,851.

(i) Any dollar cost incurred by the Contractor under the terms of this contract which would constitute allowable cost under the provisions of this clause shall be included in determining the amount payable under this contract, notwithstanding any provisions contained in the specifications or other documents incorporated in this contract by reference, designating services to be performed or materials to be furnished by the Contractor at his expense or without cost to the Government.

10. NEGOTIATED OVERHEAD RATES (NOV 1973)

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

(b) The Contractor, as soon as possible but not later than ninety (90) days after the close of each of his fiscal years during the term of this Contract, shall submit to the Contracting Officer with copies to the cognizant audit activity, the A.I.D. Auditor General, and the A.I.D. Overhead and Special Cost Branch, a proposed final overhead rate or rates for that period based on the Contractor's actual cost experience during that period, together with supporting cost data. Negotiation of final overhead rates by the Contractor and the Contracting Officer shall be undertaken as promptly as practicable after receipt of the Contractor's proposal.

(c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with Subpart 1.152 (Principles and Procedures for Use in Cost-Reimbursement Type Supply and Research Contracts, with Commercial Organizations) of the Federal Procurement Regulations as in effect on the date of this contract.

(d) The results of each negotiation shall be set forth in a written overhead rate agreement, executed by both parties. Such agreement is automatically incorporated in this Contract upon execution and shall specify (i) the agreed final rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, and (iv) the items treated as direct costs. The overhead rate agreement shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this Contract.

(e) Pending establishment of final overhead rates for any period, the Contractor shall be reimbursed either at negotiated provisional rates as provided in the Contract or at billing rates acceptable to the Contracting Officer, subject to appropriate adjustment when the final rates for that period are established. Any such revision of negotiated provisional rates provided in the Schedule shall be set forth in a modification to this contract.

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

12. EXAMINATION OF RECORDS BY COMPTROLLER GENERAL (MAY 1973)

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

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

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

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

16. REPORTS (NOV 1973)

(a) Unless otherwise provided in the Schedule of this contract, the Contractor shall prepare and submit to the Contracting Officer three (3) copies of a semi-annual report which shall include the following:

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

(2) An administrative report covering expenditures and personnel employed under the contract.

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

(c) Unless otherwise provided in the schedule of this contract, at the conclusion of the work hereunder, the Contractor shall prepare and submit to the Contracting Officer three (3) copies of a final report which summarizes the accomplishments of the assignment, methods of work used and recommendations regarding unfinished work and/or program continuation. The final report shall be submitted within 15 days after completion of the work hereunder unless this period is extended in writing by the Contracting Officer.

(d) Contractor shall submit two copies of each report dealing with technical matters (e.g. progress and final reports) prepared pursuant to this clause, or a clause of the Schedule of this contract to the A.I.D. Reference Center, Agency for International Development, Washington, D.C. 20523. The title page of all reports forwarded to the A.I.D. Reference Center pursuant to this paragraph shall include the contract number, project number and project title as set forth in the schedule of this contract.

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

18. SUBCONTRACTS AND PURCHASE ORDERS (NOV 1973)

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

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

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

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

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

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

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

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

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

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

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

20. UTILIZATION OF SMALL BUSINESS CONCERNS (NOV 1973)

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

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

(c) Small Business Provision. To permit A.I.D. in accordance with the small Business Provisions of the Foreign Assistance Act, to give United States Small Business firms an opportunity to participate in supplying equipment, supplies and services financed under this contract, the Contractor shall to the maximum extent possible, provide the following information to the Small Business Office, A.I.D., Washington, D.C., 20523 at least 15 days prior to placing any order in excess of Five Thousand Dollars (\$5,000), except where a shorter time is requested of, and granted by the Small Business Office:

(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.

28. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (MAR 1973)

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

(b) In the event of any claim or suit against the Government, on account of any alleged patent or copyright infringement arising out of the performance of this Contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government to the extent where the Contractor has agreed to indemnify the Government.

ATTACHMENT B

3. TRAVEL AND TRANSPORTATION EXPENSES (NOV 1973)

(a) *International Travel.* The Contractor shall be reimbursed for actual transportation costs and travel allowances of travelers from normal place of residence in the United States (or other location as approved by the Contracting Officer) to post of duty in the Cooperating Country and return to normal place of residence in the United States (or other location as approved by the Contracting Officer) upon completion of services by the individual. Such transportation costs shall not be reimbursed in an amount greater than economy class commercial scheduled air travel by the most expeditious route except as otherwise provided in paragraph (g) below and unless economy air travel or economy air travel space are not available and the Contractor certifies to the facts in the voucher or other documents retained as part of his contract records to support his claim or for post-audit. When travel is by economy class accommodations the Contractor will be reimbursed for transporting up to twenty-two (22) pounds of accompanied personal baggage per traveler in addition to that regularly allowed with the economy ticket. Travel allowances for such travelers shall be at the rate of \$400 per day for persons eleven years of age or over, and \$300 per day for persons under eleven years of age for not more than the travel time required by scheduled economy class commercial air carrier using the most expeditious route and computed in accordance with the Standardized Government Travel Regulations as from time to time amended. One stopover enroute for a period of not to exceed twenty-four (24) hours is allowable when the traveler uses economy class accommodations for a trip of fourteen (14) hours or more of scheduled duration. Such stopover shall not be authorized when travel is by indirect route. Per diem during such stopover shall be paid in accordance with the established practice of the Contractor, but not to exceed the amounts stated in the Standardized Government Travel Regulations, as from time to time amended.

(b) *Local Travel.* The Contractor shall be reimbursed at the rates established by the Mission Director for transportation of travelers in the Cooperating Country in connection with duties directly referable to the contract. In the absence of such established rates, the Contractor shall be reimbursed for actual costs of transportation of travelers in the Cooperating Country if not provided by the Cooperating Government or the Mission in connection with duties directly referable to the contract, including travel allowances at rates prescribed by the Standardized Government Travel Regulations, as from time to time amended.

(c) *Travel for Consultation.* The Contractor shall be reimbursed for the round trip of the Contractor's Chief Representative in the Cooperating Country or other designated Contractor's employee or consultant in the Cooperating

Country performing services required under this contract, for travel from the Cooperating Country to the Contractor's principal place of business 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 cognizant Mission Director.

(d) *Special International Travel and Third Country Travel.* Upon the prior written approval of the Contracting Officer or the Mission Director, the Contractor shall be reimbursed for (1) the costs of international transportation of travelers other than between the United States and the Cooperating Country and for local transportation within other countries and (2) travel allowance for travelers while in travel status and while performing services hereunder in such other countries at rates prescribed by the Standardized Government Travel Regulations, as amended, when such travel advances the purposes of this Contract and is not otherwise provided for by any of the Cooperating Countries.

(e) *Indirect Travel for Personal Convenience.* When travel is performed by an indirect route for the personal convenience of the traveler, the allowable costs of such travel will be computed on the basis of the cost of economy class air fare via the direct usually traveled route. If such costs include fares for air or ocean transportation 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 United States flag carriers will be reimbursable within the above limitation of allowable costs.

(f) *Limitation on Travel by Dependents.* Travel costs and allowances will be allowed only for dependents of regular employees and such costs shall be reimbursed for travel from place of abode in the United States to assigned station in the Cooperating Country and return only if dependent remains in the Cooperating Country for at least nine months or one-half of the required tour of duty of the regular employee responsible for such dependent, whichever is the greater. If the dependent is eligible for educational travel pursuant to the General Provision entitled "Allowances", time spent away from post resulting from educational travel will be counted as time at post.

(g) *Delays En Route.* The Contractor may grant to travelers under this contract reasonable delays or route, not circuitous in nature while in travel status, caused by events beyond the control of such traveler or Contractor, other than those caused by physical incapacitation. It is understood that if delay is caused by physical incapacitation, personnel shall be eligible for such sick leave as is provided under paragraph (b) of the Clause of this contract entitled as "Leave and Holidays".

(h) *Travel by Privately Owned Automobile.* The Contractor shall be reimbursed for the cost of travel performed by regular employees in their privately owned automobiles at the rate of twelve (12) cents per mile not to exceed the cost by the most direct economy air route between the points so traveled, provided the staff member is taking such automobile to or from the Cooperating Country as authorized under the contract. If any authorized dependents travel with the regular employee in such automobile no additional charge will be made by Contractor for their travel between such points.

(i) *Emergency and Irregular Travel and Transportation.* Actual transportation costs and travel allowances while en route, as provided in this section will also be reimbursed under the following conditions:

(1) The costs of going from post of duty in the Cooperating Country to the United States or other approved location for Contractor employees and dependents, when the Mission Director determines that, because of reasons or conditions beyond the employee's control, the employee has not completed his required service in the Cooperating Country or the dependent must leave the Cooperating Country. The Mission Director may also authorize the return to the Cooperating Country of such employees and dependents.

(2) The reasons or conditions referred to in paragraph (1), next above, include but are not necessarily limited to the following:

(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 "Physical Fitness of Employees and Dependents."

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

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

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

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

The employee will prepare and sign, prior to his or any dependent's departure from post for emergency visitation travel, a statement explaining the emergency for which travel expense is to be authorized, including the name, address and relationship (to the employee or dependent) of the ailing or deceased family member. Requests for emergency travel may be granted at contract expense, less deductibles, only on the basis of a certification by a licensed physician that (a) the medical condition of the patient is of such nature that, by customary practice of the medical profession in the locale where the condition is diagnosed or treated, it is considered such as to warrant the placement of the patient on the "critical list," or (b) the person has deceased. Where it is impracticable to forward a physician's statement with the request, tentative approval for the travel may be granted by the Mission Director subject to a later furnishing of such certification. If the approval of travel from the Mission Director is not received quickly enough, the contractor employee or dependent may travel at his expense and approval of travel for reimbursement will be considered after the fact. Requests for emergency travel shall be submitted through the Contractor's Chief of Party or his designated representative.

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

(iii) Emergency evacuation, including, subject to the Mission Director's approval, the transportation of household effects and automobile or storage thereof, and a per diem allowance for subsistence.

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

(j) *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 on the same basis as authorized Mission employees, provided, however, that no reimbursement will be made unless written approval has

been obtained from the Mission Director, prior to such travel.

(k) Transportation of Motor Vehicles, Personal Effects, and Household Goods.

(1) *Transportation of Personal Effects and Household Goods.* Transportation, including packing and crating costs, will be paid for shipment by surface from point of origin in the United States (or other location as approved by the Contracting Officer) to post of duty in the Cooperating Country and return to point of origin in the United States (or other location as approved by the Contracting Officer) of (1) personal effects, and (2) household goods of each regular employee not to exceed the following limitations:

	Basic household furniture not supplied (pounds net weight)	Basic household furniture supplied (pounds net weight)
Regular employee with dependents in Cooperating Country	2,500	2,500
Regular employee without dependents in Cooperating Country	4,500	1,500

NOTE: For the purpose of this clause, "net weight" and "gross weight" are defined and determined in accordance with the provisions of Section 1821 of the Uniform State AID/USIA Foreign Service Travel Regulations.

The cost of transporting household goods shall not exceed the cost of packing, crating and transportation by surface.

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

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

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

(3) *Transportation of Motor Vehicles.* Costs of transporting privately owned automobiles are allowable subject to the conditions set forth in Section 195 of the Uniform State AID/USIA Foreign Service Travel Regulations, as in effect on the date of this contract.

(l) *Storage of Household Effects.* The cost of storage charges (including packing, crating and drayage costs) in the United States of household goods of regular employees will be permitted, in lieu of transportation of all or any part of such goods to the Cooperating Country under paragraph (k) above, provided that the total amount of household goods shipped to the Cooperating Country and stored in the United States shall not exceed 1,500 pounds net for each regular employee without dependents in the Cooperating Country and 7,500 pounds net for each regular employee with dependents in the Cooperating Country.

(m) Limitation on Transportation.

(1) *International Air Transportation.* All international air travel under this contract shall be made on United States flag carriers. Exceptions to this rule will be allowed in the following situations provided that the Contractor certifies to the facts in the voucher or other documents retained as part of his contract records to support his claim for reimbursement and for post-audit:

(i) where a flight by a United States carrier is not scheduled to arrive in time for the conduct of official business;

(ii) where a flight by a United States carrier is scheduled but does not have accommodations available when reservations are sought;

(iii) where the departure time, routing, or other features of a United States carrier flight would interfere with or prevent the satisfactory performance of official business;

(iv) where a scheduled flight by a United States carrier is delayed because of weather, mechanical or other conditions to such an extent that use of a non-United States carrier is in the Government's interest;

(v) where the appropriate class of accommodations is available on both United States and non-United States carriers, but the use of the United States carrier will result in higher total United States dollar cost to the contract due to additional per diem or other expenses;

(vi) where the appropriate class of accommodations is available only on a non-United States carrier and the cost of transportation and related per diem is less than the cost of available accommodations of another class on a United States carrier and related per diem;

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

All international air shipments under this contract shall be made on U.S. flag carriers, except as provided in paragraph (vii) above, unless shipment would, in the judgement of the Contractor, be delayed an unreasonable time awaiting a U.S. carrier either at point of origin or transshipment, provided that the Contractor certifies to the facts in the vouchers or other documents retained as part of the contract record to support his claim for reimbursement and for post-audit by A.I.D.

(2) *International Ocean Transportation.* All international ocean transportation of per-

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sons and things which is to be reimbursed in United States dollars under this contract shall be by United States flag vessels to the extent they are available.

(i) *Transportation of Things.* Where United States 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 Resources Transportation Division, Agency for International Development, Washington, D.C. 20523, or the Mission Director, as appropriate, giving the basis for the request.

(ii) *Transportation of Persons.* Where United States 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) [Reserved]

(4) *Unauthorized Travel.* The Contractor shall not be reimbursed for any costs for travel of his employees when such travel has not been authorized under the terms of this contract.

(n) *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 special or diplomatic discounts accorded this type cargo are applicable." The Contractor will not be reimbursed for shipments of household goods or personal effects in amounts in excess of the reduced rates available in accordance with the foregoing.

(o) *Home Leave Travel.* The Contractor shall be reimbursed for the cost of travel performed by regular employees and dependents for purposes of home leave provided such reimbursement does not exceed that authorized by the Uniform State AID USA Foreign Service Travel Regulations.

6. PERSONNEL (NOV 1973)

(a) *Approval.* No individual shall be sent outside of the United States by the Contractor to perform work under the contract without the prior written approval of the Contracting Officer; nor shall any individual be engaged outside of the United States to perform work under the United States without such approval unless otherwise provided in the Schedule or unless the Contracting Officer otherwise agrees in writing.

(b) *Duration of Appointments*

(1) Regular employees normally will be appointed for a maximum of two years (including orientation) under this contract except:

(i) When the remaining period of this contract is less than two years, and in the judgment of the Contractor it is deemed desirable to fill a vacancy, then appointment may be made for the remaining period of the contract provided the contract has one year or more to run, and provided further that if it is contemplated that the contract is to be extended, then the appointment will be for two years subject to the actual extension being made.

(ii) When a position to be filled does not require a two-year appointment, then an appointment may be made for less than two years but in no event less than one year. If

services are required for less than one year a short-term staff appointment may be made in accordance with the applicable provisions of the contract.

(iii) When the normal tour of duty established for A.I.D. personnel at a particular post is less than two years, then a normal appointment under the contract may be of the same duration.

(2) Contractor may make appointments of regular employees under this contract for less than two years whenever Contractor is unable to make a full-two year appointment, provided that the Contracting Officer approves such appointment, and provided further that in no event shall such appointment be less than one year.

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

(d) *Physical Fitness of Employees and Dependents*

(1) *Pre-Departure*

(i) Contractor shall exercise reasonable precautions in assigning employees for work under this contract in the Cooperating Country to assure that such employees are physically fit for work and residence in the Cooperating Country. In carrying out this responsibility Contractor shall require all such employees (other than those hired in the Cooperating Country) and their dependents authorized to

accompany such employees to be examined by a licensed doctor of medicine. 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 is employed and the employee and authorized dependents are physically qualified to reside in the country to which the employee is recommended for duty. If Contractor has no such medical certificate on file prior to the departure for the Cooperating Country of any employee or authorized dependent and such employee is unable to perform the type of activity for which he is employed and complete his tour of duty because of any physical disability (other than physical disability arising from an accident while employed under this contract) or such authorized dependent is unable to reside in the Cooperating Country for at least nine months or one-half the period, whichever is greater, of the related employee's initial tour of duty because of any physical disability (other than physical disability arising from an accident while a dependent under this contract) Contractor shall not be reimbursed for the return transportation costs of the physically disabled employee and his dependents and any other persons required to return because of such disability; and

(ii) Contractor shall require all employees and dependents who are returning to their post of assignment after a period of home leave to be examined by a licensed doctor of medicine as required in this paragraph (1).

(2) *End of Tour.* Contractor is authorized to provide its regular employees and dependents with physical examinations upon completion of their regular tours of duty.

(e) *Conformity to Laws and Regulations of Cooperating Country.* Contractor agrees to use its best efforts to assure that its personnel, while in the Cooperating Country, will abide by all applicable laws and regulations of the Cooperating Country and political subdivisions thereof.

(f) *Sale of Personal Property or Automobiles.* To the extent permitted by the Cooperating Country the purchase, sale, import or export of personal property or automobiles 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.

(g) *Conflict of Interest.* Other than work to be performed under this contract for which an employee or consultant is assigned by the Contractor, no regular or short term employee or consultant of the Contractor shall engage, directly or indirectly, either in his own name or in the name or through the agency of another person, in any business, profession or occupation in the Cooperating Country or other foreign countries to which he is assigned.

(h) *Right to Recall.* On the written request of the Contracting Officer or of a cognizant Mission Director, the Contractor will terminate the assignment of any individual to any work under the contract and, as requested, will use its best efforts to cause the return to the United States of the individual from overseas or his departure from a foreign country or a particular foreign locale.

12. POST PRIVILEGES (NOVEMBER 1973)

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

(b) Privileges such as the use of APO, PXs, commissaries and officer's clubs are established at posts abroad pursuant to agreements between the U.S. and host governments. These facilities are intended for and usually are limited to members of the official U.S. establishment including the 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 non-official Americans. However, where available the Contractor will assist its employees and their dependents in obtaining access to these facilities.

*D. Nussbaum - P.N. 1 POP/DEA
R. Carpenter*

COST REIMBURSEMENT TYPE CONTRACT

AGENCY FOR INTERNATIONAL DEVELOPMENT
NEGOTIATED CONTRACT NO. AID/CM/pha-C-73-25 CONTRACT TYPE Cost - No Fee

NEGOTIATED PURSUANT TO THE FOREIGN ASSISTANCE ACT OF 1961, AS AMENDED, AND EXECUTIVE ORDER 11223 AMOUNT \$1,277,706

CONTRACT FOR: Cultural Factors in Population Programs Project No. 932-11-580-608

ISSUING OFFICE (Name and Address)
Central Operations Division
Office of Contract Management
Agency for International Development
Washington, D. C. 20523

CONTRACTOR (Name and Address)
American Association for the Advancement of Science
NAME
1515 Massachusetts Avenue, N.W.
STREET ADDRESS
Washington, D. C. 20005
CITY, STATE AND ZIP CODE

ADMINISTRATION BY
Issuing Office

COGNIZANT SCIENTIFIC/TECHNICAL OFFICE
A.I.D. Office of Population (PHA/POP/DEA)

MAIL VOUCHERS (Original & 3 copies)
TO: Central Services Division
Office of Financial Management
Agency for International Development

ACCOUNTING AND APPROPRIATION DATA
PIO/T NO. 3230331 and 3230342
APPROPRIATION NO. 72-1131007
ALLOTMENT NO. 307-32-099-00-81-31 and 307-32-099-00-81-32
ESTIMATED COMPLETION DATE June 30, 1976

EFFECTIVE DATE July 1, 1973

TYPES OF BUSINESS (CHECK APPROPRIATE BOX(ES))

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

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

This Contract consists of this Cover Page, the Schedule of 16 Pages, including the Table of Contents and the General Provisions (form AID 1420-41C) and Additional General Provisions (form

NAME OF CONTRACTOR <u>American Association for the Advancement of Science</u>	UNITED STATES OF AMERICA AID 1420-41D AGENCY FOR INTERNATIONAL DEVELOPMENT
BY (Signature of authorized individual) <i>Hans Nussbaum</i>	BY (Signature of Contracting Officer) <i>Gerald P. Gold</i>
TYPED OR PRINTED NAME <u>Hans Nussbaum</u>	TYPED OR PRINTED NAME <u>Gerald P. Gold</u>
TITLE <u>Business Manager</u>	CONTRACTING OFFICER
DATE <u>29 June 1973</u>	DATE <u>JUN 29 1973</u>

PREPARED BY

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TABLE OF CONTENTS

SCHEDULE

The Schedule, on pages 1 through 16, consists of this Table of Contents and the following Articles:

- ARTICLE I - STATEMENT OF WORK
- ARTICLE II - TECHNICAL DIRECTIONS
- ARTICLE III - KEY PERSONNEL
- ARTICLE IV - PERIOD OF CONTRACT
- ARTICLE V - ESTIMATED COST AND LIMITATION OF FUNDS
- ARTICLE VI - BUDGET
- ARTICLE VII - COSTS REIMBURSABLE
- ARTICLE VIII - ESTABLISHMENT OF OVERHEAD RATES
- ARTICLE IX - PERSONNEL COMPENSATION
- ARTICLE X - ADDITIONAL CLAUSES

GENERAL PROVISIONS

The General Provisions applicable to this contract consist of form AID 1420-41C entitled "General Provisions - Cost Reimbursement Type Contract," dated July 1972, which includes provisions 1 through 41; and form AID 1420-41D entitled "Additional General Provisions - Cost Reimbursement Type Contract," dated July 1972, which includes provisions 1 through 14.

113/007
 307-32-699-00-81-31
 3230331
 584 467.00
 932 11-581-608-73
 2690
 MB 6/3/73

FUNDS OBLIGATED

Approp. No. 72-113/007
 Allot. No. 317-32-699-10-81-31
 Obj. Cl. 2590
 OBL. No. 3230342
 Amount \$ 293,113.10
 Proj. No. 932-11-581-608-73

By: *[Signature]* FM/CSD
 Date: 4/7/73

ARTICLE I - STATEMENT OF WORK

A. Objectives

The purpose of this project is to organize and coordinate working groups of anthropologists and other scientists experienced in population research to exert a concentrated effort to inform policy makers throughout the world, particularly those in developing countries, of the need for understanding cultural factors involved in population change, and to assist family planning program administrators in improving family planning services.

B. Implementation Plan

In order to achieve the above stated objectives, the Contractor will undertake the following activities:

1. Coordinate the establishment of up to seven technical support projects within developing countries to monitor effects of rapid population change upon communities, families, and other micro-level units of the society. Analyses will deal with at least four specific aspects of cultural impact: means of subsistence; kinship; social organization; and social stratification/political organization. Analysis and evaluation will also be done concerning the improvement of family planning delivery systems. Specific attention will be paid to such issues as the following: utilization of indigenous medical practitioners and non-professional personnel for the delivery of family planning services; sensitizing family planning program staff to values, beliefs, and perceptions of client populations; optimization of cultural

factors involved in staff-patient interaction, selection of staff, training, communication, location of clinics, and scheduling of sessions.

During the development of the technical support projects, the Contractor will, through the A.I.D. Office of Population project manager, maintain close liaison with Regional Bureaus of A.I.D. and USAID Missions overseas from which prior clearances will be required for any technical support project.

2. Prepare a substantive report on the Cultural Consequences of Rapid Population Change which will be of use to the U.S. Government during the 1974 World Population Year. The Contractor's task force including eminent anthropologists and other scientists in the population field will draw on existing research findings and other knowledge to prepare the report which will be analyzed through a series of meetings with the U.S. delegation to the United Nations Population Conference, and which will be disseminated through professional journals, newsletters, meetings, and colloquia.

3. Organize similar working groups of individuals drawn from twelve developing countries to produce country-specific and regional-specific reports on the cultural consequences of rapid population change for use of the governments of developing countries during the 1974 World Population Year. Working group formation will take place during special meetings to be held prior to and in conjunction with the IXth International Congress of Anthropological and Ethnological Sciences (ICAES) in August-September, 1973. Formal position papers will be presented at the conference. The final reports of country working groups will be assembled and discussed during an International Workshop to be held in

1974 in conjunction with the activities of the World Population Year.

C. Reports

During the course of this Contract the following reports will be submitted to A.I.D., with one copy of each going to the Contracting Officer and the remainder as specified going to the A.I.D. Office of Population:

1. Twelve copies of semi-annual progress reports on the technical support projects are to be submitted with the first report due December 31, 1973 and the remainder every six months thereafter. (foregoing in lieu of progress reports referenced in General Provision No. 16)
2. Twelve copies of substantive reports on the ICAES workshops including preliminary data concerning the formation of country-specific working groups are to be submitted not later than September 30, 1973.
3. One Thousand (1,000) printed copies of the official report of the Contractor's working group on the cultural consequences of rapid population change are to be submitted no later than July 1, 1974.
4. Three Hundred (300) copies of the final versions of the twelve country-specific or regional-specific reports of the developing country working groups are to be submitted no later than July 1, 1974.

(Foregoing items 2,3, & 4 are in addition to reports referenced in General Provision No. 16.)
ARTICLE II - TECHNICAL DIRECTIONS

Performance of the work hereunder shall be subject to the technical directions of the cognizant A.I.D. Scientific/Technical Office indicated on the Cover Page. 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. "Technical Directions" must be within the terms of this Contract and shall not change or modify them in any way.

ARTICLE III - KEY PERSONNEL

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

Anthropologist/Project Coordinator - (to be named with prior approval by A.I.D.)

B. The personnel specified above are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer; provided, that the Contracting Officer may ratify in writing such diversion and such ratifications shall constitute the consent of the Contracting Officer required by this clause. The listing of key personnel may, with the consent of the contracting parties, be amended from time to time during the course of the Contract to either add or delete personnel, as appropriate.

ARTICLE IV - PERIOD OF CONTRACT

The effective date of this Contract is July 1, 1973 and the estimated completion date is June 30, 1976.

ARTICLE V - ESTIMATED COST AND LIMITATION OF FUNDS

1. The total estimated cost of this Contract to the Government is \$1,277,706. The amount presently available and obligated hereunder is \$829,580.

2. Limitation of Funds

(a) It is estimated that the cost to the Government for the

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

(b) The amount presently available for payment and allotted to this Contract, the items covered thereby, and the period of performance which it is estimated the allotted amount will cover, are specified in the Schedule. It is contemplated that from time to time additional funds will be allotted to this Contract up to the full estimated cost set forth in the Schedule, exclusive of any fee. The Contractor agrees to perform or have performed work on this Contract up to the point at which the total amount paid and payable by the Government pursuant to the terms of this Contract approximates but does not exceed the total amount actually allotted to the Contract.

(c) If at any time the Contractor has reason to believe that the costs which he expects to incur in the performance of this Contract in the next succeeding sixty (60) days, when added to all costs previously incurred, will exceed seventy-five percent (75%) of the total amount then allotted to the Contract, the Contractor shall notify the Contracting Officer in writing to that effect. The notice shall state the estimated amount of additional funds required to continue performance for the period set forth in the Schedule. Sixty (60) days prior to the end of the period specified in the Schedule the Contractor will advise the Contracting Officer in writing as to the estimated amount of additional funds, if any,

that will be required for the timely performance of the work under the Contract or for such further period as may be specified in the Schedule or otherwise agreed to by the parties. If, after such notification, additional funds are not allotted by the end of the period set forth in the Schedule or an agreed date substituted therefor, the Contracting Officer will, upon written request by the Contractor, terminate this contract pursuant to the provisions of the Termination clause on such date. If the Contractor, in the exercise of his reasonable judgment, estimates that the funds available will allow him to continue to discharge his obligations hereunder for a period extending beyond such date, he shall specify the later date in his request and the Contracting Officer, in his discretion, may terminate this Contract on that later date.

(d) Except as required by other provisions of this Contract specifically citing and stated to be an exception from this clause, the Government shall not be obligated to reimburse the Contractor for costs incurred in excess of the total amount from time to time allotted to the Contract, and the Contractor shall not be obligated to continue performance under the Contract (including actions under the Termination clause) or otherwise to incur costs in excess of the amount allotted to the Contract, unless and until the Contracting Officer has notified the Contractor in writing that such allotted amount has been increased and has specified in such notice an increased amount constituting the total amount then specified in such Contract. To the extent the amount allotted exceeds the estimated cost set forth in the Schedule, such estimated cost shall

be correspondingly increased. No notice, communication or representation in any other form or from any person other than the Contracting Officer shall affect the amount allotted to this Contract. In the absence of the specified notice, the Government shall not be obligated to reimburse the Contractor for any costs in excess of the total amount then allotted to the Contract, whether those excess costs were incurred during the course of the Contract or as a result of termination. When and to the extent that the amount allotted to the Contract has been increased, any costs incurred by the Contractor in excess of the amount previously allotted shall be allowable to the same extent as if such costs had been incurred after such increase in the amount allotted; unless the Contracting Officer issues a termination or other notice and directs that the increase is solely for the purposes of covering termination or other specified expenses.

- (e) Change orders issued pursuant to the Charges clause of this Contract shall not be considered an authorization to the Contractor to exceed the amount allotted in the Schedule in the absence of a statement in the change order, or other contract modification, increasing the amount allotted.
- (f) Nothing in this clause shall affect the right of the Government to terminate this Contract. In the event this Contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the Contract based upon the share of costs incurred by each.

ARTICLE VI - BUDGET

Without prior written approval of the Contracting Officer, the Contractor may not exceed the total amount obligated as set forth herein. However, within the total amount obligated, any individual line item amount may be adjusted as reasonably necessary for the performance of this Contract.

<u>Item</u>	<u>Obligated Budget</u>		<u>Projected Expenditures</u>		<u>Total</u>
	From: 7-1-73	To : 6-30-75	From: 7-1-75	To : 6-30-76	
Salaries & Wages	\$ 94,975		\$ 53,586		\$ 148,561
Fringe Benefits	14,246		8,038		22,284
Overhead	50,337		28,401		78,738
Travel & Per Diem	14,400		8,000		22,400
Subcontracts	637,222		339,801		977,023
Other Direct Costs	<u>18,400</u>		<u>10,300</u>		<u>28,700</u>
Total Estimated Cost	<u>\$829,580</u>		<u>\$448,126</u>		<u>\$1,277,706</u>
<u>Total Amount Obligated</u>	<u>\$829,580</u>				

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ARTICLE VII - COSTS REIMBURSABLE

The United States dollar costs allowable under the contract shall be limited to reasonable, allocable, and necessary costs determined in accordance with the Clause of the General Provisions of this Contract entitled "Allowable Cost, Fixed Fee, and Payment."

ARTICLE VIII - ESTABLISHMENT OF OVERHEAD RATE

Pursuant to the provisions of the Clause of the General Provisions of this Contract entitled "Negotiated Overhead Rates," a rate or rates shall

be established for the period beginning Jan. 1, 1973 and ending Dec. 30, 1973. Pending establishment of final overhead rates for the initial period, provisional payments on account of allowable indirect costs shall be made on the basis of the following negotiated provisional rates applied to the base(s) which are set forth below:

On Site (Home Office)	<u>53%</u>	<u>Direct Salaries & Wages</u>	<u>Jan. 1, 1973</u>
	(Rate)	(Base)	until amended
			(Period)

ARTICLE IX - PERSONNEL COMPENSATION

A. Limitations

Compensation of personnel which is charged as a direct cost under this Contract, like other costs, will be reimbursable in accordance with the Schedule Article entitled "Costs Reimbursable," and the General Provision entitled "Allowable Cost, Fixed Fee, and Payment," and other applicable provisions of this Contract but subject to the following additional specified understandings which set limits on items which otherwise would 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 or the highest rate of annual salary or wage received during any full year of the immediately preceding three years, provided that if the work is to be performed by employees serving overseas for a period in excess of one year,

the normal base salary may be increased in accordance with Contractor's established policy and practice, but not to exceed 10 percent of base U.S. salary excluding benefits. There is a ceiling on reimbursable salaries and wages paid to a person employed directly under the Contract of the maximum salary rate of FSR-1 (or the equivalent daily rate of the maximum FSR-1 salary, if compensation is not on an annual basis), unless advance written approval is given by the Contracting Officer.

2. 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.

3. Return of Overseas Employees

Salaries and wages paid to an employee serving overseas who is discharged by the Contractor for misconduct 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 expeditious air route plus accrued vacation leave.

4. Merit or Promotion Increase

Merit or promotion increases may not exceed those provided by the Contractor's established policy and practice. With respect to employees performing work overseas under this Contract, one merit or promotion increase of not more than 5% of the employee's base salary may, subject to the Contractor's established policy and practice, be granted after employee's completion of each twelve month period of satisfactory services under the Contract. Merit or promotion increases

exceeding these limitations or exceeding the maximum salary of FSR-1 may be granted only with the advance written approval of the Contracting Officer.

5. Consultants

No compensation for consultants will be reimbursed unless their use under the Contract, including subcontracts, has the advance written approval of the Contracting Officer; and if such approval has been 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) maximum daily salary rate of a Foreign Service Officer Class 1 whichever is less. The daily rate of a Foreign Service Office Class 1 is determined by dividing the annual salary by 260 days.

6. Third Country and Cooperating Country Nationals

No compensation for third country or Cooperating Country nationals will be reimbursed unless their use under the Contract is authorized in the Schedule or has the prior written approval of the Contracting Officer. Salaries and wages paid to such persons may not, without specific written approval of the Contracting Officer, exceed either the Contractor's established policy and practice; or the level of salaries paid to equivalent personnel by the A.I.D. 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.

ARTICLE X - ADDITIONAL CLAUSES**A. Special Provision Regarding Additional General Provision No. 6**

In accordance with paragraph (a) of Additional General Provision No. 6, entitled "Personnel", whereunder the Contractor may not send individuals outside of the United States to perform work under the Contract without the prior written approval of the Contracting Officer, the Contracting Officer does, hereby, provide said approval for those individuals required to travel outside the United States; provided, however, that concurrence with the assignment and/or travel of any and all said individuals outside the United States is obtained, in writing, from the Cognizant Technical Office of A.I.D. prior to their assignment and/or travel, abroad.

This approval by the Contracting Officer, shall not apply to any other clause or provision of this Contract which specifically requires Contracting Officer approval.

B. Utilization of Excess and Near Excess Foreign Currencies

Full utilization of excess and near excess foreign currencies is an objective of the U.S. Government. The U.S. Treasury Department maintains a list of those countries for which it holds currencies excess to its needs.

All expenses of the Contractor in excess or near excess currency countries, including per diem (subsistence) expenses, to be reimbursed under this Contract shall be funded from U.S.-owned foreign currency, unless otherwise authorized in writing by the Contracting Officer. The conversion of U.S. dollars for foreign currencies shall be made by the Contractor either through the U.S. Treasury Department in Washington, D.C.,

the U.S. Disbursing Officer, U.S. Embassy, or the USAID Mission Controller.

Travel to, through, or from excess or near excess currency countries shall be funded from U.S.-owned foreign currency if such travel is to be reimbursed under this Contract, unless otherwise authorized in writing by the Contracting Officer. The Contractor shall coordinate all plans for travel to, through, or from excess or near excess currency countries with the A.I.D. Travel and Transportation Division which will issue the necessary airline tickets when appropriate.

The use of said U.S.-owned foreign currencies will constitute a dollar charge to this Contract.

C. Price Stabilization Certification (June 1973)

The bidder of offeror (Contractor) certifies that he is in compliance with the price stabilization requirements of Executive Order 11723, dated June 13, 1973, and amendments thereof, and the regulations of the cost of Living Council as set forth in title 6, Code of Federal Regulations, part 140, or any additions or revisions to title 6.

D. Payment of Interest on Contractor's Claims

1. If an appeal is filed by the Contractor from a final decision of the Contracting Officer under the Disputes clause of this Contract, denying a claim arising under the Contract, simple interest on the amount of the claim finally determined owed by the Government shall be payable to the Contractor. Such interest shall be at the rate determined by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97, from the date the Contractor furnishes to the Contracting Officer his written appeal under the Disputes clause of this Contract, to the date of (a) a final judgment by a court of

competent jurisdiction, or (b) mailing to the Contractor of a supplemental agreement for execution either confirming completed negotiations or carrying out a decision of a board of contract appeals.

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

E. Additional General Provision No. 4 entitled Title to and Care of Property is hereby deleted in its entirety.

F. Paragraphs (b) through (e) of General Provision No. 9 entitled Allowable Cost, Fixed Fee, and Payment are hereby deleted, and in lieu thereof is substituted ATTACHMENT A entitled Federal Reserve Letter of Credit for Advance Payment which is appended hereto and made a part of this Contract.

G. General Provision No. 40 entitled Listing of Employment Openings is hereby deleted in its entirety, and in lieu thereof is substituted ATTACHMENT B entitled Listing of Employment Openings which is appended hereto and made a part of this Contract.

H. The following Attachments are appended hereto and made a part of this Contract:

1. ATTACHMENT C entitled Cost Accounting Standards
2. ATTACHMENT D entitled Labor Surplus Area Subcontracting Program

3. ATTACHMENT E entitled Minority Business Enterprises Subcontracting Program
4. ATTACHMENT F entitled Small Business Subcontracting Program

ATTACHMENT A

Federal Reserve Letter of Credit for Advance Payment

A. A.I.D. shall open a Federal Reserve Letter of Credit in favor of the Contractor for the available balance of obligated funds under this Contract against which the Contractor may present payment vouchers. The total amount drawn down during any calendar quarter shall not exceed \$175,000. With the foregoing ceiling amount, the amount of the payment voucher shall not be less than \$10,000; nor may the amount drawn down, including unexpended amounts previously drawn down, exceed by more than \$10,000, the anticipated amount of expenditures for the following thirty day period.

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

C. If at any time, the Contracting Officer determines that the Contractor has presented payment vouchers in excess of the amount or amounts allowable in A. and B. above, the Contracting Officer may:

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

D. Procedure for Contractor

1. After arranging with a commercial bank of its choice for operation under this arrangement and obtaining the name and address of the Federal Reserve Bank or branch serving the commercial bank, the Contractor shall deliver three originals of Standard Form 1194, "Authorized Signature Card for Payment Vouchers on Letters of Credit" signed by those official(s) authorized to sign payment vouchers against the Federal Reserve Letter of Credit and by an official of the institution who has authorized them to sign.

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

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

4. To receive payment, the Contractor shall:

(a) Periodically, although normally not during the last five days of the month, prepare payment vouchers (Form TUS 5401) in an original and three copies.

(b) Have the original and two copies of the voucher signed by the authorized official(s) whose signature(s) appear on the Standard Form 1194.

(c) Present the original and duplicate and triplicate copy of the Form TUS 5401 to his commercial bank.

(d) Retain the quadruplicate copy of the voucher.

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

6. In preparing the payment voucher, the Contractor assigns a voucher number in numerical sequence beginning with 1 and continuing in sequence on all subsequent payment vouchers submitted under the Federal Reserve Letter of Credit. The current status of the pertinent Federal Reserve Letter of Credit Funds shall be presented on the reverse side of the last two copies of the Form TUS 5401 in the following format:

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

7. A report of expenditures shall be prepared and submitted not less than monthly to the A.I.D. Office of Financial Management. This report, submitted on Standard Form 1034, "Public Voucher for Purchases and Services Other Than Personal" shall be supported by a fiscal report, in three (3) copies, which shall include certification signed by an authorized representative of the Contractor, in substantially the same form as below:

<u>Category</u>	<u>Obligated Budget amount</u>	<u>Total Expenditures</u>	
		<u>To Date</u>	<u>This Period</u>
XXXXXXXX	XXXXXXXX	XXXX	XXXXXX
XXXXXXXX	XXXXXXXX	XXXX	XXXXXX
	TOTAL	XXXXXX	XXXXXXX

"The undersigned hereby certifies: (1) that payment of the sum claimed under the cited Contract is proper and due and that appropriate refund to A.I.D. will be made promptly upon request of A.I.D. in the event of disallowance of costs not reimbursable under the terms of the Contract; and (2) that information on the fiscal report is correct and such detailed supporting information as the cognizant A.I.D. Financial Management officer or Contracting Officer may require will be furnished promptly to A.I.D. on request.

BY _____ TITLE _____ DATE _____ "

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

9. Simultaneously with the submission of the report of expenditures, the Contractor submits to the A.I.D. Office of Financial Management a status report on the Federal Reserve Letter of Credit as of the close of the period covered by the report of expenditures. The report is prepared in the following format:

Federal Reserve Letter of Credit No.

a.	Total Amount of Federal Reserve Letter of Credit	\$ _____
b.	Payment Vouchers presented against Federal Reserve Letter of Credit	
	(i) Previously Drawn	\$ _____
	(ii) Drawn this period, TUS 5401 # _____ through # _____, inclusive.	\$ _____
	(iii) Total drawn	\$ _____
c.	Vouchers submitted not paid	
	TUS 5401 # _____ through # _____	\$ _____
	Balance FRLC available	\$ _____
d.	Status of Cash Drawn from FRLC	
	(i) Cash on hand beginning of period	\$ _____
	(ii) Cash drawn during period	\$ _____
	Total Available Cash	\$ _____
	(iii) Cash disbursed during period	\$ _____
	(iv) Cash balance on hand at close of period	\$ _____

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E. Refund of Excess Funds

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

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

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

(b) Upon written request of the Contracting Officer, return to the Government the sum of dollars, if any, which represent the difference between (i) the Contractor's maximum position on claimed costs which have not been reimbursed and (ii) the total amount of unexpended funds which have been advanced under the Contract; and

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

ATTACHMENT B

LISTING OF EMPLOYMENT OPENINGS (APRIL 1973)

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

(a) The contractor agrees, in order to provide special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam era, that all suitable employment openings of the contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be offered for listing at an appropriate local office of the State employment service system wherein the opening occurs and to provide such reports to such local office regarding employment openings and hires as may be required: Provided, That if this contract is for less than \$10,000 or if it is with a State or local government the reports set forth in paragraphs (c) and (d) are not required.

(b) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment service or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. This listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in

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any statutes, Executive orders, or regulations regarding nondiscrimination in employment.

(c) The reports required by paragraph (a) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one establishment in a State, with the central office of the State employment service. Such reports shall indicate for each establishment (i) the number of individuals who were hired during the reporting period, (ii) the number of those hired who were disabled veterans, and (iii) the number of those hired who were nondisabled veterans of the Vietnam era. The contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made under this contract. The contractor shall maintain copies of the reports submitted until the expiration of 1 year after final payment under the contract, during which time they shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor.

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

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

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

(g) As used in this clause:

(1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings which are compensated on a salary basis of less than \$18,000 per year. The term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement.

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

Virgin Islands.

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

(4) "Openings which the contractor proposes * * * to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings for which no consideration will be given to persons outside of a special hiring arrangement, including openings which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.

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

(6) "Veteran of the Vietnam era" means a person (A) who (i) served on active duty with the Armed Forces for a period of more than 180 days, any part of which occurred after August 5, 1964, and was discharged or released therefrom with other than a dishonorable discharge, or (ii) was discharged or released from active duty for service-connected disability if any part of such duty was performed after

August 5, 1964, and (B) who was so discharged or released within the 48 months preceding his application for employment covered by this clause.

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

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

COST ACCOUNTING STANDARDS

(a) Unless the Cost Accounting Standards Board has prescribed rules or regulations exempting the Contractor or this contract from standards, rules, and regulations promulgated pursuant to 50 U.S.C. App. 2168 (P.L. 91-379, August 15, 1970), the Contractor, in connection with this contract shall:

(1) By submission of a Disclosure Statement, disclose in writing his cost accounting practices as required by regulations of the Cost Accounting Standards Board. The required disclosures must be made prior to contract award unless the Contracting Officer provides a written notice to the Contractor authorizing postaward submission in accordance with regulations of the Cost Accounting Standards Board. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain this Cost Accounting Standards clause. If the Contractor has marked the Disclosure Statement to indicate that it contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement will be protected and will not be released outside of the Government.

(2) Follow consistently the cost accounting practices disclosed pursuant to (1), above, in accumulating and reporting contract performance cost data concerning this contract. If any change in disclosed practices made for the purposes of any contract or subcontract subject to Cost Accounting Standards Board requirements, the change must be applied prospectively to this contract, and the Disclosure statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with subparagraph (a)(4) or (a)(5), below, as appropriate.

(3) Comply with all Cost Accounting Standards in effect on the date of award of this contract or if the Contractor has submitted cost or pricing data, on the date of final agreement on price as shown on the Contractor's signed certificate of current cost or pricing data. The Contractor shall also comply with any Cost Accounting Standard which hereafter becomes applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4) (A) Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a Disclosure Statement change which the Contractor is required to make pursuant to (3), above. If the Contractor has not been required to file a Disclosure Statement but is required pursuant to (a) (3), above, to change an established practice, then an equitable adjustment shall similarly be agreed to.

(B) Negotiate with the Contracting Officer to determine the terms and conditions under which any Disclosure Statement change other than changes under (4) (A), above, may be made. A change to a Disclosure Statement may be proposed by either the Government or the Contractor, provided, however, that no agreement may be made under this provision that will increase costs paid by the United States under this contract.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if he or a subcontractor fails to comply with an applicable Cost Accounting Standard or to follow any practice disclosed pursuant to subparagraphs (a) (1) and (a) (2), above, and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States together with interest thereon computed at the rate determined by the Secretary of the Treasury pursuant to P.L. 92-41, 85 Stat. 97, or 7 percent per annum, whichever is less, from the time the payment by the United States was made to the time the adjustment is effected.

(b) If the parties fail to agree whether the Contractor or subcontractor has complied with an applicable Cost Accounting Standard, rule, or regulation of the Cost Accounting Standards Board and as to any cost adjustment demanded by the United States, such failure to agree shall be a dispute concerning a question of fact within the meaning of the Disputes clause of this contract.

(c) The Contractor shall permit any authorized representatives of the head of the agency, the Cost Accounting Standards Board, or the Comptroller General of the United States to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which he enters into the substance of this clause except paragraph (b), and shall require such inclusion in all other subcontracts of any tier, except that this requirement shall apply only to negotiated subcontracts in excess of \$100,000 where the price negotiated is not based on:

(i) Established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(ii) Prices set by law or regulation.

NOTE:

1. Subcontractors shall be required to submit their Disclosure Statements to the Contractor. However, if a subcontractor has previously submitted his Disclosure Statement to a Government Contracting Officer he may satisfy that requirement by certifying to the Contractor the date of such statement and the address of the Contracting Officer.

2. In any case where a subcontractor determines that the Disclosure Statement information is privileged and confidential and declines to provide it to his Contractor or higher tier subcontractor, the Contractor may authorize direct submission of that subcontractor's Disclosure Statement to the same Government offices to which the Contractor was required to make submission of his Disclosure Statement. Such authorization shall in no way relieve the Contractor of liability as provided in paragraph (a) (5) of this clause. In view of the foregoing and since the contract may be subject to adjustment under this clause by reason of any failure to comply with rules, regulations, and Standards of the Cost Accounting Standards Board in connection with covered subcontracts, it is expected that the Contractor may wish to include a clause in each such subcontract requiring the subcontractor to appropriately indemnify the Contractor. However, the inclusion of such a clause and the terms thereof are matters for negotiation and agreement between the Contractor and the subcontractor, provided that they do not conflict with the duties of the Contractor under its contract with the Government. It is also expected that any subcontractor subject to such indemnification will generally require substantially similar indemnification to be submitted by his subcontractors.

(e) The terms defined in Sec. 331.2 of Part 331 of Title 4, Code of Federal Regulations (4 CFR 331.2) shall have the same meanings herein. As there defined, "negotiated subcontract" means "any subcontract except a firm fixed-price subcontract made by a Contractor or subcontractor after receiving offers from at least two firms not associated with each other or such Contractor or subcontractor, providing (1) the solicitation to all competing firms is identical, (2) price is the only consideration in selecting the subcontractor from among the competing firms solicited, and (3) the lowest offer received in compliance with the solicitation from among those solicited is accepted."

(End of Clause)

ATTACHMENT D
~~General Provisions No.~~ _____

LABOR SURPLUS AREA SUBCONTRACTING PROGRAM (FPR 1-1.805-3(b))

(a) The Contractor agrees to establish and conduct a program which will encourage labor surplus area concerns to compete for subcontracts within their capabilities. In this connection, the Contractor shall-

- (1) Designate a liaison officer who will (i) maintain liaison with duly authorized representatives of the Government on labor surplus area matters, (ii) supervise compliance with the Utilization of Concerns in Labor Surplus Areas clause, and (iii) administer the Contractor's "Labor Surplus Area Subcontracting Program";
- (2) Provide adequate and timely consideration of the potentialities of labor surplus area concerns in all "make-or-buy" decisions;
- (3) Assure that labor surplus area concerns will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of labor surplus area concerns;
- (4) Maintain records showing procedures which have been adopted to comply with the policies set forth in this clause. Records maintained pursuant to this clause will be kept available for review by the Government until the expiration of 1 year after the award of this contract, or for such longer period as may be required by any other clause of this contract or by applicable law or regulations; and
- (5) Include the Utilization of Concerns in Labor Surplus Areas clause in subcontracts which offer substantial labor surplus area subcontracting opportunities.

(b) A "labor surplus area concern" is a concern that (1) has been certified by the Secretary of Labor (hereafter referred to as a certified-eligible concern) regarding the employment of a proportionate number of disadvantaged individuals and has agreed to perform substantially in or near sections of concentrated unemployment or

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underemployment, in persistent or substantial labor surplus areas, or in other areas of the United States or (2) is a noncertified concern which has agreed to perform a substantial proportion of a contract in persistent or substantial labor surplus areas. A certified-eligible concern shall be deemed to have performed a substantial proportion of a contract in or near sections of concentrated unemployment or underemployment, in persistent or substantial labor surplus areas, or in other areas if the costs that the concern will incur on account of manufacturing or production in or near such sections or in such areas (by itself, if a certified concern, or by certified concerns acting as first-tier subcontractors) amount to more than 75 percent of the contract price. A concern shall be deemed to have performed a substantial proportion of a contract in persistent or substantial labor surplus areas (by itself or its first-tier subcontractors) if the costs that the concern will incur on account of production or manufacturing in such areas amount to more than 50 percent of the contract price.

(c) The Contractor further agrees to insert, in any subcontract hereunder which may exceed \$500,000 and which contains the Utilization of Concerns i. Labor Surplus Areas clause, provisions which shall conform substantially to the language of this clause, including this paragraph (c), and to notify the Contracting Officer of the names of such subcontractors.

ATTACHMENT E
~~General Provision No.~~ _____

MINORITY BUSINESS ENTERPRISES SUBCONTRACTING PROGRAM (FPR 1-1.1310.2)

(a) The Contractor agrees to establish and conduct a program which will enable minority business enterprises (as defined in the clause entitled "Utilization of Minority Business Enterprises") to be considered fairly as subcontractors and suppliers under this contract. In this connection, the Contractor shall -

(1) Designate a liaison officer who will administer the Contractor's minority business enterprises program.

(2) Provide adequate and timely consideration of the potentialities of known minority business enterprises in all "make-or-buy" decisions.

(3) Assure that known minority business enterprises will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of minority business enterprises.

(4) Maintain records showing (i) procedures which have been adopted to comply with the policies set forth in this clause, including the establishment of a source list of minority business enterprises, (ii) awards to minority business enterprises on the source list, and (iii) specific efforts to identify and award contracts to minority business enterprises.

(5) Include the Utilization of Minority Business Enterprises clause in subcontracts which offer substantial minority business enterprises subcontracting opportunities.

(6) Cooperate with the Contracting Officer in any studies and surveys of the Contractor's minority business enterprises procedures and practices that the Contracting Officer may from time to time conduct.

(7) Submit periodic reports of subcontracting to known minority business enterprises with respect to the records referred to in subparagraph (4), above, in such form and manner and at such time (not more often than quarterly) as the Contracting Officer may prescribe.

(b) The Contractor further agrees to insert, in any subcontract hereunder which may exceed \$500,000, provisions which shall conform substantially to the language of this clause, including this paragraph (b), and to notify the Contracting Officer of the names of such subcontractors.

ATTACHMENT F
~~Contract Provision No.~~

SMALL BUSINESS SUBCONTRACTING PROGRAM (FPR 1-1.710-3(b))

(a) The Contractor agrees to establish and conduct a small business subcontracting program which will enable small business concerns to be considered fairly as subcontractors and suppliers under this contract. In this connection, the Contractor shall-

(1) Designate a liaison officer who will (i) maintain liaison with the Government on small business matters, (ii) supervise compliance with the Utilization of Small Business Concerns clause, and (iii) administer the Contractor's "Small Business Subcontracting Program."

(2) Provide adequate and timely consideration of the potentialities of small business concerns in all "make-or-buy" decisions.

(3) Assure that small business concerns will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of small business concerns. Where the Contractor's lists of potential small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(4) Maintain records showing (i) whether each prospective subcontractor is a small business concern, (ii) procedures which have been adopted to comply with the policies set forth in this clause, and (iii) with respect to the letting of any subcontract (including purchase orders) exceeding \$10,000, information substantially as follows:

(A) Whether the award went to large or small business.

(B) Whether less than three or more than two small business firms were solicited.

(C) The reason for nonsolicitation of small business if such was the case.

(D) The reason for small business failure to receive the award if such was the case when small business was solicited.

The records maintained in accordance with (iii) above may be in such form as the Contractor may determine, and the information shall be summarized quarterly and submitted by the purchasing department of each individual plant or division to the Contractor's cognizant small

business liaison officer. Such quarterly summaries will be considered to be management records only and need not be submitted routinely to the Government; however, records maintained pursuant to this clause will be kept available for review by the Government until the expiration of 1 year after the award of this contract, or for such longer period as may be required by any other clause of this contract or by applicable law or regulation.

(5) Notify the Contracting Officer before soliciting bids or quotations on any subcontract (including purchase orders) in excess of \$10,000 if (i) no small business concern is to be solicited, and (ii) the Contracting Officer's consent to the subcontract (or ratification) is required by a "Subcontracts" clause in this contract. Such notice will state the Contractor's reasons for nonsolicitation of small business concerns, and will be given as early in the procurement cycle as possible so that the Contracting Officer may give SBA timely notice to permit SBA a reasonable period to suggest potentially qualified small business concerns through the Contracting Officer. In no case will the procurement action be held up when to do so would, in the Contractor's judgment, delay performance under the contract.

(6) Include the Utilization of Small Business Concerns clause in subcontracts which offer substantial small business subcontracting opportunities.

(7) Cooperate with the Contracting Officer in any studies and surveys of the Contractor's subcontracting procedures and practices that the Contracting Officer may from time to time conduct.

(8) Submit quarterly reports of subcontracting to small business concerns on either Optional Form 61, Small Business Subcontracting Program Quarterly Report of Participating Large Company on Subcontract Commitments to Small Business Concerns, or such other form as may be specified in the contract. Except as otherwise provided in this contract, the reporting requirements of this subparagraph (8) do not apply to small business contractors, small business subcontractors, educational and nonprofit institutions, and contractors or subcontractors for standard commercial items.

(b) A "small business concern" is a concern that meets the pertinent criteria established by the Small Business Administration and set forth in section 1-1.701 of the Federal Procurement Regulations.

(c) The Contractor agrees that, in the event he fails to comply with his contractual obligations concerning the small business subcontracting program, this contract may be terminated, in whole or in part, for default.

(d) The Contractor further agrees to insert, in any subcontract hereunder which may exceed \$500,000 and which contains the Utilization of Small Business Concerns clause, provisions which shall conform substantially to the language of this clause, including this paragraph (d), and to notify the Contracting Officer of the names of such subcontractors.

GENERAL PROVISIONS
Cost Reimbursement Type Contract

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1. DEFINITIONS (DEC. 1970)

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

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

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

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

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

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

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

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

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

(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 principle officer in the Mission in the Cooperating Country, or his designated representative.

2. CHANGES (DEC. 1970)

(a) The Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes, within the general scope of this contract, in any one or more of the following: (1) statement of work or services, (2) drawings, designs, or specifications, (3) method of shipment or packing, (4) place of inspection, delivery, or acceptance, and (5) the amount of logistic support and property of the United States or Cooperating Government to be furnished or made available to the Contractor for

ADDITIONAL GENERAL PROVISIONS

COST REIMBURSEMENT TYPE CONTRACT

(Additional General Provisions for Overseas Cost Type Contract are also attached hereto, and except for the clauses omitted as specified on the preceding pages, such Additional General Provisions are incorporated in this contract.)

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1. Definitions
2. Leave and Holidays
3. Travel and Transportation Expenses
4. Title to and Care of Property
5. Marking
6. Personnel
7. Allowances
8. Conversion of United States Dollars to Local Currency
9. Orientation and Language Training
10. Insurance—Workmen's Compensation, Private Automobiles, Marine and Air Cargo
11. Services Provided to Contractor
12. Miscellaneous
13. Contractor-Mission Relationships
14. Notice of Changes in Regulations

1. DEFINITIONS (DEC. 1970)

(a) "Dependents" shall mean:

- (1) Spouse
- (2) Children (including step and adopted children) who are unmarried and under 21 years of age or, regardless of age, are incapable of self support.
- (3) Parents (including step and legally adoptive parents) of the employee or of the spouse, when such parents are at least 51 percent dependent on the employee for support.

(4) Sisters and Brothers (including step or adoptive sisters or brothers) of the employee, or of the spouse, when such sisters and brothers are at least 51 percent dependent on the employee for support, unmarried and under 21 years of age, or regardless of age, are incapable of self support.

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

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

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

(e) "Traveler" shall mean Contractor's Regular Employees, Dependents of the Contractor's Regular Employees, the Contractor's Short-Term Employees, Consultants and, as authorized by the Contracting Officer, the Contractor's Officers and Executives, or other persons.

2. LEAVE AND HOLIDAYS (DEC. 1970)

(a) *Vacation Leave.* Contractor may grant to personnel employed under this contract vacations of reasonable duration in accordance with Contractor's

usual practice, but in no event shall vacation leave be earned at a rate exceeding 26 working days per annum. It is understood that vacation leave is provided under this contract primarily for the purpose of affording necessary rest and recreation to regular employees during their tours of duty in the Cooperating Country. The Contractor will use its best efforts to arrange that earned vacation leave will be used for the above stated purpose during the employee's tour of duty unless the interest of the project dictates otherwise. Lump-sum payments for vacation leave earned but not taken shall be reimbursed in accordance with Subpart 1-15.2 of the Federal Procurement Regulations in effect on the date of this contract.

(b) *Sick Leave.* Sick leave may be granted in accordance with the Contractor's usual practice but not to exceed 13 working days per annum. 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, and with the prior approval of the Contracting Officer, it is determined that such additional leave is in the best interest of the project. In no event shall such additional leave exceed 30 calendar days. Contractor agrees to reimburse A.I.D. for leave used in excess of the amount earned during the regular 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 a succeeding tour of duty. Unused sick leave is not reimbursable under this contract.

(c) *Home Leave*

(1) For Contractor's regular employees who have served two years overseas (which period includes orientation in the United States) under this contract