

July 23, 1975

PDF 15369

MEMORANDUM

July 23, 1975

TO : Distribution

FROM : CM/SD/OSC, F. J. Moncada (FJ)

SUBJECT: Contract No. AID/csd-1571 between A.I.D. and
Ola State University.

This transmits one copy of a Negotiated Indirect Cost Rate Agreement dated July 7, 1975. This Agreement is also Amendment No. 4 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/IT, Mr. M. Darwin

Project Manager, SER/IT/P/PD, Mr. J. O'Meara

USAID/_____

NEGOTIATED INDIRECT COST RATE AGREEMENT

Date: July 7, 1975

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

REFERENCE : DHEW FMC 73-6 Negotiation Agreement dated May 10, 1974

INSTITUTION : Ohio State University
or
OTHER 200 Administration Building
190 North Oval Drive
Columbus, Ohio 43210

PART I - NEGOTIATED INDIRECT COST RATES:

<u>Type</u>	<u>Effective Period</u> <u>From</u>	<u>Thru</u>	<u>Rate(%)</u>	<u>Designation</u>
*Predetermined	7-1-74	6-30-75	35.00	AID On-Campus
Predetermined	7-1-74	6-30-75	13.00	AID Off-Campus (Includes Library)
Predetermined	7-1-74	6-30-75	10.00	AID Off-Campus (Excludes Library)
Provisional	7-1-75	Until Amended	35.00	AID On-Campus
Provisional	7-1-75	Until Amended	13.00	AID Off-Campus (Includes Library)
Provisional	7-1-75	Until Amended	10.00	AID Off-Campus (Excludes Library)

*Predetermined fixed overhead rates with carry forward provisions.

Base of Application:

Direct salaries and wages including vacation, holiday and sick pay, but excluding other fringe benefits.

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.

21

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/csd-1571	4	926-11-995-029-63-2648043

ACCEPTED:

BY *Ernest W. Leggett*
 Ernest W. Leggett

PRINTED OR TYPED NAME

Treasurer

TITLE

July 16, 1975

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

DISTRIBUTION:	<u>CM/ROD</u>	<u>CM/COD</u>
	AFR	TAB
	NESA	PHA
	LA	OTR
	EA	X IT

	<u>OTHER</u>
X	AG/AUD
X	CM/SD/SUP
X	SER/FM/CSD
X	IT/P/PD

3101117 WHD

3

12 DEC 1973

MEMORANDUM

December 11, 1973

TO : Distribution
FROM : CM/SD/OSC, J.F. Keyes
SUBJECT: Contract No. AID/csd-1571 between A. I. D. and
The Ohio State University.

This transmits one copy of a Negotiated Indirect Cost Rate Agreement dated December 4, 1973. This Agreement is also Amendment No. 3 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, M. Bode
CM/SD/SUP, E. Amis
CM/SD/SUP, T.B. Tighe (2 copies)
SER/FM, F. McElroy
AG/AUD, W. Stanford

Contracting Officer, CM/COD/OTR, Mr. L. E. Stanfield

Project Manager, SER/IT, Mr. J. Burke

USAID/

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

NEGOTIATED INDIRECT COST RATE AGREEMENT

Date: December 4, 1973

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

REFERENCE :

INSTITUTION : The Ohio State University
or
Columbus, Ohio 43210
OTHER

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>		
Predetermined*	7-1-72	6-30-73	26.88	A.I.D. On-Campus
"	7-1-72	6-30-73	10.24	A.I.D. Off-Campus (Includes Library)
"	7-1-72	6-30-73	7.49	A.I.D. Off-Campus (Excludes Library)
"	7-1-73	6-30-74	35.00	A.I.D. On-Campus
"	7-1-73	6-30-74	13.00	A.I.D. Off-Campus (Includes Library)
"	7-1-73	6-30-74	10.00	A.I.D. Off-Campus (Excludes Library)

* Predetermined Fixed Overhead Rate with Carry Forward Provisions.

Base of Application:

Direct salaries and wages including vacation, holiday and sick pay, but excluding other fringe benefits.

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.

5X

PART II - ITEMS NORMALLY TREATED AS DIRECT COSTS:

1. Salaries and wages with allowance for vacation, sick leave, holiday pay and certain group insurance benefits.
2. Direct materials and services which include such items as supplies, shipping charges, toll charges, equipment maintenance charges and computer use charges.
3. Direct travel expenses.
4. Cost of purchase or rental of special equipment directly related to specific contracts.

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:

AID/csd-1571*	Amendment No. 3	
AID/la-161*	Amendment No. 15	PIO/T 512-A-11-AA-3-30223-A-1
AID/nesa-147*	Amendment No. 15	PIO/T 386-11-110-028-3-40199
AID/nesa-148*	Amendment No. 13	PIO/T 386-11-110-028-3-40200

* The Off-Campus rate which includes library expense, applies to these Contracts.

ACCEPTED:

BY THE OHIO STATE UNIVERSITY

Ernest W. Leggett

 PRINTED OR TYPED NAME

Ernest W. Leggett

TITLE

Exec. Director of Finance & Treasurer

DATE

December 7, 1973

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

John F. Keyes
 John F. Keyes

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

OTHER

- X AG/AUD
- X CM/SD/SUP
- X SER/FM

JFK

6

D. 750001 - 017
A. 750002 7 APR 1971

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

APR 20 1971

✓

The Ohio State University
Columbus, Ohio 43210

Subject: Basic Agreement No. AID/csd-1571
Amendment No. 2

Gentlemen:

Pursuant to the authority of the Foreign Assistance Act of 1961, as amended, and Executive Order No. 11223, the subject Agreement, as amended, is hereby further amended, as follows:

Article VIII - Establishment of Overhead Rate - Paragraph B -

Add the following predetermined overhead rates for the period and bases set forth below:

<u>"Period</u>	<u>On-Campus</u>	<u>Off-Campus</u>
7/1/70 - 6/30/72	26.88%*	10.24%*

* Distribution Base: Direct Labor cost, which includes base pay plus allowances for vacation, sick leave, holiday pay and certain group insurance benefits and including Library Costs in the Off-Campus Rate."

Except as hereby expressly amended, the subject Agreement is in all respects ratified, confirmed and continued in full force and effect in accordance with its terms.

7

If you agree with this Amendment, please have an authorized official sign all copies in the space provided below. After retaining two copies for your files return the remaining copies to this office.

Sincerely yours,

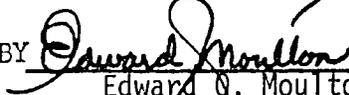


Sophie J. Galuska
Contracting Officer
Contract Services Division
Office of Procurement

ACCEPTED:

THE OHIO STATE UNIVERSITY

BY



Edward Q. Moulton

TITLE Executive Vice President

DATE April 23, 1971

D. T. ... 27 OCT 1970
AID/csd-1571

AMENDMENT NO. 1
TO BASIC AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
AND THE
OHIO STATE UNIVERSITY

THIS AMENDMENT is effective the 26th day of October, 1970,
between the United States of America, acting through the Agency for Inter-
national Development (hereinafter referred to as "A.I.D."), and the Ohio
State University with offices located at Columbus, Ohio 43210 (hereinafter
referred to as the "Contractor").

WHEREAS, A.I.D. and the Contractor entered into a Basic Agreement
effective May 31, 1967; and

WHEREAS, this Amendment is authorized and executed under the Authority of
the Foreign Assistance Act of 1961, as amended, and Executive Order No. 11223;

NOW, THEREFORE, said Basic Agreement is hereby further amended as
follows for the purpose of finalizing the overhead rates:

1. ARTICLE VIII - ESTABLISHMENT OF OVERHEAD RATE - Delete in its
entirety and in lieu thereof substitute the following:

"ARTICLE VIII - OVERHEAD

A. Establishment of Overhead Rate

Pursuant to General Provision No. 10 entitled 'Negotiated
Overhead Rates', the following final overhead rates have been established by
audit and agreed to by the parties hereto:

<u>Period</u>	<u>On-Campus Overhead Rate</u>	<u>Off-Campus Overhead Rate</u>
Fr: 5/31/67 To: 6/30/67	26.2%	8.2%
Fr: 7/1/67 To: 6/30/68	26.2%	8.2%
Fr: 7/1/68 To: 12/31/68	26.2%	8.2%

B. Establishment of Predetermined Indirect Cost Rates

Pursuant to the provisions of the clause of the General Provisions, as amended, of this Agreement entitled 'Indirect Costs (Overhead-Predetermined)', a rate or rates shall be established for each of the Contractor's accounting periods during the term of the Contract. The pre-determined overhead rate for the period subsequent to December 31, 1968 shall be as set forth below:

<u>Period</u>	<u>On-Campus Overhead Rate</u>	<u>Off-Campus Overhead Rate</u>
Fr: 1/1/69 To: 6/30/70	26.3%	8.8%"

2. General Provisions - Clause 10 - Add the following sub-paragraph:

"(g) Indirect Costs (Overhead) Predetermined

Notwithstanding the provisions of any other clause of this Contract, the allowable indirect costs under this Contract shall be obtained by applying predetermined indirect cost rates to bases agreed upon by the parties, as specified below:

(1) The Contractor, as soon as possible but not later than three (3) months after the expiration of his fiscal year, shall submit to the Contracting Officer, with a copy to the cognizant audit activity, a proposed predetermined indirect cost rate or rates based on the Contractor's

actual cost experienced during that fiscal year, together with supporting cost data. Negotiations of predetermined indirect cost rates shall be undertaken as promptly as practicable after receipt of the Contractor's proposal.

(2) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the provisions of Subpart 1-12.3 (Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Educational Institutions) of the Federal Procurement Regulations as in effect on the date of this Contract.

(3) The results of each negotiation shall be set forth in a modification to this Contract, which shall specify (i) the agreed predetermined indirect cost rates, (ii) the bases to which the rates apply, (iii) the fiscal year unless the parties agree to a different period for which the rates apply, and (iv) the specific items treated as direct costs or any changes in the items previously agreed to by direct costs.

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

(5) Any failure by the parties to agree on any predetermined indirect cost rate or rates under this clause shall not be considered a dispute concerning a question of fact for decision by the Contracting Officer within the meaning of the "Disputes" clause of this Contract. If for any fiscal year or other period specified in the Schedule of this Contract the

parties fail to agree to a predetermined indirect cost rate or rates, it is agreed that the allowable indirect costs under this Contract shall be obtained applying negotiated final indirect cost rates in accordance with the terms of the 'Indirect Costs Overhead - Negotiated' clause set forth in Part 7-7 of the A.I.D. Procurement Regulations as in effect on the date of this Contract.

(6) Allowable indirect costs for the period beginning January 1, 1969 until the end of the Contractor's fiscal year shall be obtained by applying the predetermined indirect cost rates set forth in the Schedule to the bases set forth therein."

Except as expressly hereby amended, said Contract, as previously amended, is in all respects ratified, confirmed and continued in full force and effect in accordance with its terms.

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

BY *Sophie J Galuska*
TITLE *Contracting Officer*
DATE *October 26, 1970*

THE OHIO STATE UNIVERSITY

BY *Novice G. Fawcett*
Novice G. Fawcett
TITLE President
DATE October 21, 1970

JUN 01 1967

BASIC AGREEMENT NO. AID/csd-1571

AGENCY FOR INTERNATIONAL DEVELOPMENT
BASIC AGREEMENT

NEGOTIATED PURSUANT TO THE FOREIGN ASSISTANCE ACT OF 1961, AS AMENDED, AND
EXECUTIVE ORDER 11223

ISSUED BY CONTRACTOR (NAME AND ADDRESS)

Agency for International
Development

The Ohio State University
Columbus, Ohio

AUTHORIZED ORDERING ACTIVITIES

Mail Vouchers (original & three copies

Office of Procurement

TO

Bureau for Africa

AGENCY FOR INTERNATIONAL DEVELOPMENT

Bureau for Latin America

OFFICE OF THE CONTROLLER

Bureau for Far East

WASHINGTON, D. C. 20523

Bureau for Near East and South Asia

EFFECTIVE DATE

EXPIRATION DATE

May 31, 1967

May 30, 1968-1972 *RJ-Torrey*

This Basic Agreement consists of this cover page, Articles I through XI, on pages 1 through 10 and Form CT/GP/Technical Services Overseas, 3-66, consisting of pages 1 through 19.

NAME OF CONTRACTOR

UNITED STATES OF AMERICA

The Ohio State University

AGENCY FOR INTERNATIONAL DEVELOPMENT

BY (Signature of Authorized Individual)

BY (Signature of Contracting Officer)

Novice G. Fawcett

RJ-Torrey

TYPED OR PRINTED NAME AND TITLE

TYPED OR PRINTED NAME AND TITLE

Novice G. Fawcett
President

R. J. Torrey
Contracting Officer
Office of Procurement
Contract Services Division

(DATE OF SIGNATURE)

(DATE OF SIGNATURE)

31 MAY 1967

31 MAY 1967

TABLE OF CONTENTS

ARTICLE I - PURPOSE	ARTICLE V - TYPES OF TASK ORDER SERVICES
ARTICLE II - TERM OF BASIC AGREEMENT	ARTICLE VI - REVIEW OF BASIC AGREEMENT
ARTICLE III- DISCONTINUANCE OF BASIC AGREEMENT	ARTICLE VII - COSTS REIMBURSABLE AND LOGISTIC SUPPORT TO CONTRACTOR
ARTICLE IV - PROCEDURE FOR ISSUANCE OF TASK ORDERS	ARTICLE VIII- ESTABLISHMENT OF OVERHEAD RATE
	ARTICLE IX - PERSONNEL COMPENSATION
	ARTICLE X - ADDITIONAL SCHEDULE PROVISIONS
	ARTICLE XI - GENERAL PROVISIONS

General Provisions

The following provisions, numbers 1 through 47, omitting numbers

Rt
7.2.7.29, 33
29, 38, and 40 are the General Provisions of this Agreement.

1. Definitions	25. Examination of Records
2. Biographical Data	26. Price Reduction for Defective Cost or Pricing Data
3. Personnel	27. Audit and Records
4. Leave and Holidays	28. Subcontractor Cost and Pricing Data
5. Allowances	29. Reports
6. Travel and Transportation Expenses	30. Utilization of Small Business Concerns
7. Notice of Changes in Regulations	31. Utilization of Concerns in Labor Surplus Areas
8. Conversion of United States Dollars to Local Currency	32. Insurance - Workmen's Compensation Private Automobiles, Marine and Air Cargo
9. Orientation and Language Training	33. Insurance - Liability to Third Persons
10. Services Provided to Contractor	34. Termination for Default or for Convenience of the Government
11. Miscellaneous	35. Disputes
12. Contractor - Mission Relationship	36. Authorization and Consent
13. Procurement of Equipment, Vehicles, Materials and Supplies	37. Notice and Assistance Regarding Patent and Copyright Infringement
14. Subcontracts	38. Patent Provisions and Publication of Results
15. Title to and Care of Property	39. Rights in Data
16. Excusable Delays	40. Release of Information
17. Stop Work Order	41. Equal Opportunity
18. Changes	42. Convict Labor
19. Standards of Work	43. Walsh-Healey Public Contracts Act
20. Inspection	44. Officials Not to Benefit
21. Limitation of Cost	45. Covenant Against Contingent Fees
22. Allowable Cost, Fixed Fee and Payment	46. Language, Weights and Measures
23. Negotiated Overhead Rates	47. Notices
24. Assignment of Claims	

SCHEDULE

ARTICLE I - PURPOSE

This is a Basic Agreement which sets forth negotiated contract clauses that will apply to future procurements of Technical Services which may be entered into between the parties during its term. Such procurements will be made by Task Orders, to be issued under this Agreement by the Task Order Contracting Officer and accepted by the Contractor as provided herein. It is understood that A.I.D. undertakes no obligation to issue any Task Orders hereunder and the Contractor undertakes no obligation to accept any Task Orders.

ARTICLE II - TERM OF BASIC AGREEMENT

- A. This Agreement is effective May 31, 1967. Its term expires on May 30, 1972.
- B. No Task Order will be issued hereunder after the term of this Agreement. This Agreement shall not be modified or superseded by individual Task Orders issued hereunder.

ARTICLE III - DISCONTINUANCE OF BASIC AGREEMENT

This Agreement may be discontinued from future application upon 30 days written notice by either party. Discontinuance of this Agreement will not affect any task order issued hereunder which was accepted by the Contractor before the effective date of discontinuance.

SCHEDULE

ARTICLE IV - PROCEDURE FOR ISSUANCE OF TASK ORDERS

- A. The Contract Services Division and the regional bureaus of A.I.D. Washington are the authorized ordering activities under this Basic Agreement.
- B. All Task Orders issued pursuant to this Agreement shall incorporate the provisions of this Basic Agreement.
- C. Task Orders will be issued only after the receipt of written proposals and supporting cost estimates from the Contractor.
- D. Task Orders will describe the specific work to be performed, the time for performance, and the price and cost ceiling. They will also show the appropriation accounts to be charged.
- E. Task Orders will not be effective unless signed by both parties.

ARTICLE V - TYPES OF TASK ORDER SERVICES

Examples of the kinds of services which may be required under Task Orders are as follows:

- A. General field studies and evaluations of existing cooperating country procurement, contracting and supply management methods and organizations. The Contractor will submit reports of field studies as required by the Task Orders.
- B. Provide staff members to advise cooperating countries with respect to specific problems in various aspects of supply management, such as pre-planning and budgeting of material and contract service requirements, standardization, specification determination, specification writing, value analysis, statutes and regulations, contracting methods for procurement of goods and services, contract administration, foreign trade practices, financial methods, inspection and audit inventory analysis, physical control procedures,

SCHEDULE

transportation, storage, distribution, property management, and disposal.

C. Provide staff members to study training requirements for cooperating country personnel, and to formulate programs for in-service or on-the-job supply management training in the cooperating countries or in the United States.

D. To write and administer correspondence courses on various aspects of logistics management for the education of participants in the A.I.D. supply management programs, or other authorized participants.

E. To research and develop course materials for teaching "on site" courses in supply management with emphasis on foreign trade practices and the special problems of developing countries.

F. To conduct and teach "on site" courses to participants in the A.I.D. supply management education programs.

G. To research and develop case problems and simulation exercises for increasing the interest and effectiveness of the supply management education programs.

H. To conduct courses for training advanced participants in the developing countries to become teachers of courses in logistics or related education.

I. To advise and assist teachers in developing countries to develop pertinent course materials and study programs, and to administer those programs. If necessary, this could extend to both formal and informal courses of study in temporary or permanent educational systems.

J. To develop and present course materials, case problems, and simulation exercises for conferences and seminars to be attended by Ministers and Deputy Ministers of participating countries relative to supply management.

K. To develop course materials, case problems and simulation exercises

SCHEDULE

for supply management seminars to be conducted on campus for supply advisors in the A.I.D. program.

L. To develop and conduct seminars on supply management to A.I.D. supply advisors.

M. To serve in a consulting or advisory capacity on problems of supply management within the various ministries.

N. To develop systems and procedures, upon request, for more effective supply support in developing countries.

O. To perform such other related duties as may be required.

ARTICLE VI - REVIEW OF BASIC AGREEMENT

This Basic Agreement shall be reviewed, at least annually, before the anniversary of its effective date, and revised, as necessary, to conform with the requirements of Part 1-3 of the Federal Procurement Regulations. Modifications to this Basic Agreement shall not have retroactive effect.

ARTICLE VII - COSTS REIMBURSABLE AND LOGISTIC SUPPORT TO CONTRACTOR

A. United States Dollar Costs

The United States dollar costs allowable under any Task Order shall be limited to reasonable, allocable, and necessary costs determined in accordance with Clause 22 of the General Provisions of this Agreement entitled "Allowable Cost, Fixed Fee, and Payment."

B. Logistic Support and Costs Reimbursable in Local Currency

The Contractor shall be provided with logistic support overseas or be reimbursed in local currency for such support to the extent provided in each Task Order.

SCHEDULE

C. Method of Payment of Local Currency Costs

Those costs which are specified as local currency costs, as in paragraph B above, if not furnished in kind by the Cooperating Government or the Mission, shall be paid to the Contractor in a manner adapted to the local situation and as agreed to by the Mission Director and the Contractor. The documentation for such costs shall be on such forms and in such manner as the Mission Director shall prescribe.

ARTICLE VIII - ESTABLISHMENT OF OVERHEAD RATE

Pursuant to the provisions of Clause 23 of the General Provisions of this Agreement entitled "Negotiated Overhead Rates," a rate or rates shall be established for the period beginning May 31, 1967 and ending June 30, 1968. 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 rate(s) applied to direct U.S. base salaries paid under any Task Order issued hereunder:

<i>RT</i>	35.51%	On-Campus Direct U.S. Base Salaries	Fr: 5-31-67
<i>n.k.f.</i>	14.90%	<u>Off-Campus Direct U.S. Base Salaries</u>	<u>To: 6-30-68</u>
	(Rate)	(Base)	(Period)

ARTICLE IX - PERSONNEL COMPENSATION

A. Limitations

Compensation of personnel which is charged as a direct cost under any Task Order, like other costs, will be reimbursable in accordance with the Schedule provision entitled "Costs Reimbursable and Logistic Support to Contractor" and General Provision 22 entitled "Allowable Cost, Fixed Fee, and Payment" and other applicable provisions of this Agreement but subject

SCHEDULE

to the following specific understandings which set maximum 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 Task Order 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 sixty (60) days, the normal base salary may be increased in accordance with the 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 any Task Order 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 Task Order 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 or recalled

SCHEDULE

pursuant to General Provision 3(h) entitled "Right to Recall" 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 the Contractor's established policy and practice.

(5) Consultants

No compensation for consultants will be reimbursed unless their use under a Task Order has advance written approval from the Task Order Contracting Officer, and if such provision has been made or given, compensation will not exceed, without specific approval of the rate by the Task Order Contracting Officer, the current compensation or the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years. There is a ceiling on reimbursable compensation for any consultant of \$100.00 per day and a total period of service for each consultant not to exceed 90 work days per year unless advance written approval is given by the Task Order Contracting Officer.

(6) Third Country and Cooperating Country Nationals

No compensation for third country or cooperating country nationals will be reimbursed unless their use under a Task Order is authorized in the Task Order or has the prior written approval of the Task Order Contracting Officer. Salaries and wages paid to such persons may not, without specific written approval of the Task Order Contracting Officer, exceed either the Contractor's established policy and practices; or the level of salaries paid

SCHEDULE

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.

(7) Work Week

Non-Overseas Employees. The work week for the Contractor's non-overseas employees shall not be less than the established practice of the Contractor.

Overseas Employees. The work week for the Contractor's overseas employees shall not be less than 40 hours and shall be scheduled to coincide with the work week for those employees of the A.I.D. Mission and the Cooperating Country associated with the work of the Task Order.

B. Definitions

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

ARTICLE X - ADDITIONAL SCHEDULE PROVISIONS

A. Release of Information

(1) Technical data, recommendations, notes, memoranda and other information and data prepared by the Contractor pursuant to or developed in connection with this contract, shall become the property of A.I.D. and A.I.D. shall have the right to use them for any beneficial purpose without

SCHEDULE

any additional compensation to the Contractor except for packing and shipping. The Contractor shall preserve basic data collected under the contract until one (1) year after publication of such data, or until one (1) year after termination or completion of the contract whichever is later. This provision shall not be interpreted to limit the right of the Contractor or of its personnel to make, keep, and use copies of personal or professional records and notes (i.e., lecture and research notes, reports, or data). No material shall be published which would violate the security regulations or be in conflict with the national security of the United States and/or the Cooperating Government.

(2) Neither party shall publish any article referring to information obtained or developed pursuant to the contract without giving thirty (30) days notice to the other party of its intention to publish, together with a copy of the proposed article.

(3) All publications shall give due credit to the contributions of the parties thereto.

ARTICLE XI - GENERAL PROVISIONS

The General Provisions as specifically modified herein next below are incorporated in each task order issued hereunder.

Modifications:

Clause 1 (Definitions) - add the following:

"(r) 'Task Order Contracting Officer' shall mean a Contracting Officer performing such functions only with respect to the Task Order executed by him unless he is otherwise properly designated as a Contracting Officer with respect to other Task Orders or this Basic Agreement."

SCHEDULE

"(s) ' Contract' includes each Task Order and the Basic Agreement under which issued."

Clause 2 (Biographical Data) - modify the first line to read as follows:

"Contractor agrees to furnish to the Task Order Contracting Officer, on request and on forms provided for that purpose,"

Clause 4 (Leave and Holidays) - delete the term "Subpart 1-15.2" and in lieu thereof insert the term "Subpart 1-15.3."

Clause 22 (Allowable Cost, Fixed Fee, and Payment) - delete subparagraph

(a) (1) (i) and in lieu thereof insert the following:

"(i) Subpart 1-15.3 (Principles for Determining Applicable Costs Under Research Contracts with Educational Institutions) of the Federal Procurement Regulations as in effect on the effective date of this contract; and"

In addition, delete subparagraph (3) in its entirety.

Clause 23 (Negotiated Overhead Rates) - delete subparagraph (c) in its entirety and in lieu thereof insert the following:

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

GENERAL PROVISIONS

Cost Type Contract For Technical Services Overseas

INDEX OF CLAUSES

- | | |
|---|---|
| 1. Definitions | 25. Examination of Records |
| 2. Biographical Data | 26. Price Reduction for Defective Cost or Pricing Data |
| 3. Personnel | 27. Audit and Records |
| 4. Leave and Holidays | 28. Subcontractor Cost and Pricing Data |
| 5. Allowances | 29. Reports |
| 6. Travel and Transportation Expenses | 30. Utilization of Small Business Concerns |
| 7. Notice of Changes in Regulations | 31. Utilization of Concerns in Labor Surplus Areas |
| 8. Conversion of United States Dollars to Local Currency | 32. Insurance—Workmen's Compensation, Private Automobiles, Marine and Air Cargo |
| 9. Orientation and Language Training | 33. Insurance—Liability to Third Persons |
| 10. Services Provided to Contractor | 34. Termination for Default or for Convenience of the Government |
| 11. Miscellaneous | 35. Disputes |
| 12. Contractor—Mission Relationships | 36. Authorization and Consent |
| 13. Procurement of Equipment, Vehicles, Materials, and Supplies | 37. Notice and Assistance Regarding Patent and Copyright Infringement |
| 14. Subcontracts | 38. Patent Provisions and Publication of Results |
| 15. Title to and Care of Property | 39. Rights in Data |
| 16. Excusable Delays | 40. Release of Information |
| 17. Stop Work Order | 41. Equal Opportunity |
| 18. Changes | 42. Convict Labor |
| 19. Standards of Work | 43. Walsh-Healey Public Contracts Act |
| 20. Inspection | 44. Officials Not To Benefit |
| 21. Limitation of Cost | 45. Covenant Against Contingent Fees |
| 22. Allowable Cost, Fixed Fee, and Payment | 46. Language, Weights, and Measures |
| 23. Negotiated Overhead Rates | 47. Notices |
| 24. Assignment of Claims | |

1. DEFINITIONS

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

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

(c) "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 an official designated to enter into or administer contracts and make related Determinations and Findings.

(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 which services are to be rendered hereunder.

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

(h) "Dependents" shall mean:

(1) wife;

(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; and

(5) husband who is at least 51 percent dependent on the employee for support.

(1) "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.

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

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

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

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

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

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

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

(q) "Traveler" shall mean Contractor's Regular Employee, Dependents of Contractor's Regular Employee, Contractor's Short Term Employee, Consultants in Travel Status.

2. BIOGRAPHICAL DATA

Contractor agrees to furnish to the Contracting Officer, on forms provided for that purpose, biographical information on the following individuals to be employed in the performance of the contract: (1) all individuals to be sent outside of the United States, (2) key personnel. Biographical data on other individuals employed under the contract shall be available for