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PD-FAB-842

JUN 17 1980

STANDARD FORM 30, JULY 1966 GENERAL SERVICES ADMINISTRATION FED. PROC. REG. (41 CFR) 1-16.101	AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 OF 2
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1. AMENDMENT/MODIFICATION NO. <b>10</b>	2. EFFECTIVE DATE <b>See Blk 19</b>	3. REQUISITION/PURCHASE REQUEST NO. <b>N/A</b>	4. PROJECT NO. (If applicable) <b>932-0615</b>
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5. ISSUED BY <b>PE Branch</b> Central Operations Division Office of Contract Management Agency for International Dev. Washington, DC 20523	6. ADMINISTERED BY (If other than block 5) <b>Office of Population DS/POP/PDD Agency for International Development Washington, DC 20523</b>
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7. CONTRACTOR NAME AND ADDRESS <b>The Rand Corporation 1700 Main Street Santa Monica, CA 90400</b>	8. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/>	MODIFICATION OF CONTRACT/ORDER NO. <b>AID/pha-C-1057</b>
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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)	Deobligate \$2,430
Appropriation No.: <b>72-11x1024</b>	
Allotment No.: <b>424-36-099-00-23-03</b>	

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**

It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

The Contract is amended as follows:

A. Cover

Under the heading "Amount," delete the figure "\$568,765" and insert the figure "\$566,335" in lieu thereof.

B. Article V. - Estimated Cost and Fixed Fee is deleted in its entirety and the following is inserted in lieu thereof:

"Article V. - Cost and Fixed Fee - The total cost of this contract is \$542,457. The fixed fee is \$23,878. The total cost plus fixed fee is

NOTED

*JH Lindsay*

6/16/80

FMI/PAD

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.  CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT  CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN **7** COPIES TO ISSUING OFFICE

14. NAME OF CONTRACTOR/OFFEROR <b>The Rand Corp.</b>	17. UNITED STATES OF AMERICA <b>Agency For International Development</b>
BY: <i>[Signature]</i> (Signature of person authorized to sign)	BY: <i>[Signature]</i> (Signature of Contracting Officer)

15. NAME AND TITLE OF SIGNER (Type or print) <b>J. S. King, Jr. Treasurer</b>	16. DATE SIGNED <b>05/30/80</b>	18. NAME OF CONTRACTING OFFICER (Type or print) <b>Gerald P. Gold</b>	19. DATE SIGNED <b>JUN 3 1980</b>
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.\$566,335."

C. Article VII. - Budget is deleted in its entirety and the following is substituted in lieu thereof:

"The total cost plus fixed fee of this contract and the amount presently obligated is \$566,335."

D. All other terms and conditions remain unchanged.

MEMORANDUM

Date: October 18, 1978

TO : Distribution,  
FROM : CM/SOD, *Boris W. Lewis* Donald B. Dickie  
SUBJECT: Contract No. AID/pha-C-1057 between A.I.D.  
and The Rand Corporation

This transmits one copy of a Negotiated Indirect Cost Rate Agreement dated October 5, 1978. This Agreement is also Amendment No. 9 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. B. Lewis  
CM/SD/SUP, Mr. G. Nell  
SER/FM, Mr. W. McKeel  
AAG/W, Mr. B. Abshire (2 copies)

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

Project Manager, DS/POP, Mr. D. Holmes

USAID/

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AGENCY FOR INTERNATIONAL DEVELOPMENT  
WASHINGTON, D.C. 20523

**NEGOTIATED INDIRECT COST RATE AGREEMENT**

Date: October 5, 1978

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

REFERENCE: DHEW Negotiation Agreement dated July 20, 1978

INSTITUTION The Rand Corporation  
          "      1700 Main Street  
OTHER      Santa Monica, California 90406

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

Type	<u>Effective Period</u> <u>From</u>	<u>Thru</u>	<u>Santa Monica Overhead Rates</u>
Final	7-1-75	10-3-76	83.731
Provisional	10-4-76	Until <del>10/2/77</del>	85.000
Provisional	10-3-77	Until Amended	85.500

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

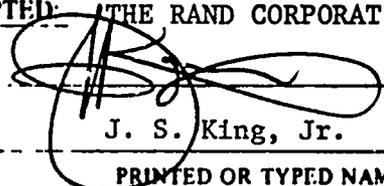
Direct salaries and wages including consultant fees, but excluding fringe benefits.

**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/pha-C-1057	9	932-0615
AID/otr-C-1432	5	931-17-995-593

ACCEPTED: THE RAND CORPORATION,  
 BY   
 J. S. King, Jr.  
 PRINTED OR TYPED NAME  
 Treasurer  
 TITLE  
 October 12, 1978  
 DATE

  
 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>
AFR		AN
NE	X	PE
LA	X	OTR
ASIA		
		<u>CM/SOD</u>
		PDC

OTHER

X	AAG/W	
X	CM/SD/SUP	
X	SER/FM/ PAD	
X	DS/POP	X PPC/PDA

DD

JAN 11 1978

STANDARD FORM 30, JULY 1966  
GENERAL SERVICES ADMINISTRATION  
FED. PROC. REG. (41 CFR) 1-16.101

AMENDMENT **ORIGINAL** MODIFICATION OF CONTRACT

PAGE 1 OF 2

1. AMENDMENT/MODIFICATION NO. 8	2. EFFECTIVE DATE See #19	3. REQUISITION/PURCHASE REQUEST NO. 3217201	4. PROJECT NO. (If applicable) 932-0615
5. ISSUED BY PHA Branch Central Operations Division Office of Contract Management Agency for International Development Washington, D.C. 20523		6. ADMINISTERED BY (If other than block 5) <i>Guy - D Holmer</i> <i>Meg - C Gonzalez</i>	
7. CONTRACTOR NAME AND ADDRESS The Rand Corporation 1700 Main Street Santa Monica, California 90400		8. AMENDMENT OF SOLICITATION NO. <i>PHA/POO/PAO</i> DATED _____ (See block 9) MODIFICATION OF CONTRACT/ORDER NO. <i>AID/pha-C-1057</i> DATED <i>6/28/74</i> (See block 11)	

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.

Contractors 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 ACKNOWLEDGMENT 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)

Amount Obligated - Zero

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 issuing 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,  
It modifies the above numbered contract as set forth in block 12. and Executive Order No. 11223.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

The Contract is amended as follows:

A. COVER PAGE

Estimated Completion Date - Delete "December 31, 1977" and insert in lieu thereof, "March 31, 1978".

B. ARTICLE IV - PERIOD OF CONTRACT

Delete the estimated completion date of "December 31, 1977" and insert in lieu thereof, "March 31, 1978".

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 <u>6</u> COPIES TO ISSUING OFFICE	
14. NAME OF CONTRACTOR/OFFEROR The Rand Corporation		17. UNITED STATES OF AMERICA	
BY <i>[Signature]</i> (Signature of person authorized to sign)		BY <i>[Signature]</i> (Signature of Contracting Officer)	
15. NAME AND TITLE OF SIGNER (Type or print) J. S. King, Jr. Treasurer	16. DATE SIGNED 12/23/77	18. NAME OF CONTRACTING OFFICER (Type or print) Gerald P. Gold	19. DATE SIGNED JAN 6 1978

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C. ARTICLE VII - BUDGET

Delete the dates "7/26/76-12/31/77" and insert in lieu thereof,  
"7/26/76-3/31/78".

16 NOV 1977

Mrs. Booker

MEMORANDUM

ORIGINAL

Date: November 15, 1977

TO : Distribution

FROM : CM/SOD, Donald B. Dickie

SUBJECT: Contract No. AID/pha-C-1057 between A.I.D. and The Rand Corporation.

This transmits one copy of a Negotiated Indirect Cost Rate Agreement dated November 2, 1977. 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. G. Nell
- 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. C. Hemmer

USAID/ \_\_\_\_\_

**NEGOTIATED INDIRECT COST RATE AGREEMENT**

Date: November 2, 1977

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

**REFERENCE:** DSA Agreements dated October 18, 1977

**INSTITUTION:** The Rand Corporation  
" 1700 Main Street  
**OTHER:** Santa Monica, California 90406

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

Type	<u>Effective Period</u> <u>From</u>	<u>Thru</u>	<u>Overhead Rate</u>
Final	1-1-72	12-31-72	87.8
Final	1-1-73	6-30-73	83.8
Final	7-1-73	6-30-74	85.2
Final	7-1-74	6-29-75	84.7
Provisional	6-30-75	Until Amended	85.0

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 consultant fees, but excluding fringe benefits.

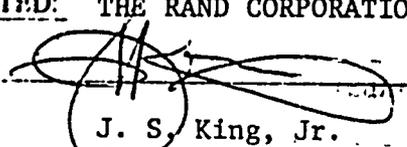
SEE PART III FOR APPLICATION OF THESE RATES TO AID AGREEMENTS.

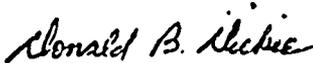
**PART II – ITEMS NORMALLY TREATED AS DIRECT COSTS:**

**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/csd-3690	6	931-17-570-554
AID/otr-C-1432	3	931-17-995-593
✓ AID/pha-C-1057	7	932-17-570-615

ACCEPTED: THE RAND CORPORATION  
 BY   
 J. S. King, Jr.  
 PRINTED OR TYPED NAME  
 Treasurer  
 TITLE  
 November 9, 1977  
 DATE

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

DISTRIBUTION	CM/ROD	CM/COD	OTHER
	AFR	TAB	X AG/AUD
	NE	PHA	X CM/SD/SUP
	LA	OTR	X SER/FM/ PAD
	ASIA	ITA	X PHA/POP
			X PPC/PDA

DBD

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

DEC 1976

1. AMENDMENT/MODIFICATION NO. 6	2. EFFECTIVE DATE See #19	3. REQUISITION/PURCHASE REQUEST NO.	4. PROJECT NO. (If applicable)
5. ISSUED BY PMA Branch Central Operations Division Office of Contract Management Agency for International Development Washington, D.C. 20523		6. ADMINISTERED BY (If other than block 5) <i>Program - PMA/POB</i> <i>Reg - J Burke</i>	

7. CONTRACTOR NAME AND ADDRESS <i>(Street, city, county, state, and ZIP Code)</i> The Rand Corporation 1700 Main Street Santa Monica, California 90400	8. AMENDMENT OF SOLICITATION NO. DATE: _____ (See block 9)
	<input checked="" type="checkbox"/> MODIFICATION OF CONTRACT/ORDER NO. AID/pha-C-1057 DATE: 6/28/74 (See block 11)

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)

Amount Obligated - Zero

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,  
It modifies the above numbered contract as set forth in block 12. and Executive Order No. 11223.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

The Contract is amended as follows:

A. Cover Page

Estimated Completion Date - Delete "February 28, 1977" and insert in lieu thereof "December 31, 1977".

B. ARTICLE IV - Period of Contract

Delete the estimated completion date of "February 28, 1977" and insert in lieu thereof "December 31, 1977".

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.  CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT  CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 6 COPIES TO ISSUING OFFICE

14. NAME OF CONTRACTOR/OFFEROR: The Rand Corporation

15. NAME AND TITLE OF SIGNER (Type or print): J. S. King, Jr., Treasurer

16. DATE SIGNED: 11/29/76

17. UNITED STATES OF AMERICA

18. NAME OF CONTRACTING OFFICER (Type or print): Gerald P. Gold

19. DATE SIGNED: DEC 2 1976

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C. Article VII - Budget

Delete the dates "7/26/76 - 2/28/77" and insert in lieu thereof  
"7/26/76 - 12/31/77".

*[Handwritten signature]*

30 SEP 1976

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1. AMENDMENT/MODIFICATION NO. 15	2. EFFECTIVE DATE See file	3. SOLICITATION/PURCHASE REQUEST NO.	4. PROJECT NO. (If applicable)
5. ISSUED BY PHA Branch Central Operations Division Office of Contract Management Agency for International Development Washington, DC 20522		6. ADMINISTERED BY (If other than block 5) Bergman - C Hamner, PHA/PO P neg - J Burke PPD	

NAME AND ADDRESS The Rand Corporation 1700 Main Street Santa Monica, California 90400	FACILITY CODE	8. AMENDMENT OF SOLICITATION NO.	DATED (See block 9)
(Street, city, county, state, and ZIP Code)		<input type="checkbox"/>	
		<input checked="" type="checkbox"/> MODIFICATION OF CONTRACT/ORDER NO. AID/pha-C-1057	DATED 6/28/74 (See block 11)

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)	Appropriation Sym. 72-11X1024
Amount Obligated \$97,665	Allotment Sym. 424-32-099-00-23-51
PIO/T No. 3217201	

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.  
It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

The Contract is amended as follows:

A. Cover Page

- AMOUNT - Delete "\$471,100" and insert in lieu thereof "\$568,765".
- ACCOUNTING AND APPROPRIATION DATA - Add "PIO/T No. 932-17-570-615-3217201, Appropriation Symbol 72-11X1024, Allotment Symbol 424-32-099-00-23-51".
- Delete in its entirety the sentence which reads "This Contract consists of this . . ." and insert in lieu thereof "This Contract consists of this Cover Page, the Schedule of 21 pages including the Table of Contents, The General Provisions (Form AID 1420-41C dated 7/1/75) and the Additional General Provisions (Form AID 1420-

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 <u>6</u> COPIES TO ISSUING OFFICE
14. NAME OF CONTRACTOR/OFFEROR THE RAND CORPORATION	17. UNITED STATES OF AMERICA
BY: (Signature of person authorized to sign)	BY: (Signature of Contracting Officer)
15. NAME AND TITLE OF SIGNER (Type or print) J. S. King, Jr., Treasurer	16. DATE SIGNED 9/24/76
	17. DATE SIGNED SEP 28 1976

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41D, dated 7/1/75)".

B. Delete "ARTICLE V - ESTIMATED COST AND FIXED FEE" in its entirety and substitute in lieu thereof the following.

"ARTICLE V - ESTIMATED COST AND FIXED FEE - The total estimated cost of this Contract to the Government exclusive of the fixed fee is \$544,887. The fixed fee is \$23,878." The Total Amount obligated hereunder is \$568,765."

C. Delete "ARTICLE VII - BUDGET" in its entirety and insert in lieu thereof the following.

## "ARTICLE VII - BUDGET

<u>Category</u>	<u>Expenditures to Date 6/28/74-7/25/76</u>	<u>Estimated Costs To Completion 7/26/76-2/28/77</u>	<u>Total Estimated Cost &amp; Fixed Fee</u>
Salaries	\$ 52,627	\$ 30,365	\$ 82,992
Fringe Benefits	20,481	12,085	32,566
Travel	13,334	7,943	21,277
Consultants	3,998	5,086	9,084
Computer	14,789	12,206	26,995
Other Direct Costs	1,841	610	2,451
Subcontracts	<u>18,224</u>	<u>270,456</u>	<u>288,680</u>
Total Direct Cost	\$125,294	\$338,751	\$464,045
Indirect Costs	<u>49,716</u>	<u>31,126</u>	<u>80,842</u>
Total Est. Cost	175,010	369,877	544,887
Fixed Fee			<u>23,878</u>
Total Est. Cost & Fixed Fee			<u>\$568,765</u>

Whereas the Contractor may not exceed the Total Estimated Cost set forth above, the Contractor may within said Total, adjust line item amounts or reasonably necessary for performance of this Contract. The fee is fixed

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and shall not be exceeded."

D. Delete "ARTICLE XI - PERSONNEL COMPENSATION" in its entirety and substitute in lieu thereof the following.

"ARTICLE XI - 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 General Provision 9 entitled "Allowable Cost, Fixed Fee, and Payment" and other applicable provisions of this contract but subject to the following additional specific understandings which set limits on items which otherwise would be reasonable, allocable and allowable.

1. Salaries

Salaries and wages will be reimbursable in accordance with the Contractors 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.

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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. Overseas 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

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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.

### 3. Salaries During Travel

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

### 4. Return of Overseas Employees

Salaries and wages paid to an employee serving overseas who is discharged by the Contractor for misconduct or security reasons

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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.

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

## 6. Third Country and Cooperating Nationals

No payment for third country or Cooperating Country nationals services will be made unless such services under the contract are authorized in writing by 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.

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

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to AIDs policy as outlined in Manual Order 1423.7.

7. Consultants

Consultant services for a maximum number of 395 <sup>add</sup> 

days will be reimbursed in connection with the services to be provided hereunder. No compensation for consultants will be reimbursed unless their use under the contract has the advance written approval of the Contracting Officer; and if such provision has been made or approval given, compensation shall not exceed, without specific approval of the rate by the Contracting Officer, (1) the current compensation or the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years or (2) maximum daily salary rate of a Foreign Service Officer Class 1 whichever is less.

NOTE: The daily rate of a Foreign Service Class 1 is determined by dividing the annual salary by 260 days.

8. Work Week

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

(b) Overseas Employees. The work 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

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the A.I.D. Mission and the Cooperating Country associated with the work of this contract.

## B. Definitions

As used herein, the terms "Salaries", "Wages", and "Compensation" mean the periodic remuneration received for professional or technical services rendered exclusive of overseas differential or other allowances associated with overseas service, unless otherwise stated. The term "compensation" includes payments for personal services (including fees and honoraria). It excludes earnings from sources other than the individual's professional or technical work, overhead or other charges. In addition, "contract", as it appears in the Article, shall be construed to mean this contract and any issued hereunder.

## E. ARTICLE XII - ALTERATIONS IN CONTRACT

1. Add the following new General Provisions:

<u>General Provision No.</u>	<u>Title</u>
48	Clean Air and Water
49	Patents Rights - Acquisition By The Government

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

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(1) Subpart 1-15.2 (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) 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			

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(ii) 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: \_\_\_\_\_

(iii) 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-

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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

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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.

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(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

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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. 18, "Subcontracts and Purchase Orders", and in lieu thereof, insert the following:

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"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,

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including the degree of competition obtained:

(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

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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 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 on particular performance characteristics, and a brief summary of trade-of 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 sub-

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contractor.

(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

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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 1-30.5, 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:

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## "(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

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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 contractor 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 (1) (1) (11) (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 FGR-3 Agency personnel, the deductible is \$175. If the employee's

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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 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 certification.

(D) Time away from post by the employee on emergency visitation travel, including travel time, is charged to vacation

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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 his discretion, he determines it is prudent to do so.

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

(4) If a regular employee does not complete one full year at post of duty (except for reasons beyond his control), the costs of

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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."

6. Delete in its entirety Additional General Provision N. 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 (d)(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 (d)(1) and (2) of this section as follows:

(1) For the employee and dependents 12 years of age and over: Not to exceed \$85 for the physical examination plus reimbursement of charges for immunizations.

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

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General Provision No. 48CLEAN AIR AND WATER (FPR 1-~~3~~.2302-2) (AUG 1975)

(Applicable only if the contract exceeds \$100,000, or the contracting officer has determined that orders under an indefinite quantity contract in any one year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or the contract is not otherwise exempt.)

(a) The Contractor agrees as follows:

(1) 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 Pub. L. 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Pub. L. 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.

(2) 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.

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

(4) To insert the substance of the provisions of this clause into any nonexempt subcontract, including this paragraph (a)(4).

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

(1) The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L. 91-604).

(2) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500).

(3) 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)).

(4) 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 local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. 1317).

(5) 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 requirements of the Air Act or Water Act and regulations issued pursuant thereto.

(6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site or operations, owned, leased, or supervised by a contractor or 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 or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.

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(a) Definitions. (1) "Subject Invention" means any invention or discovery of the Contractor conceived or first actually reduced to practice in the course of or under this contract, and includes any art, method, process, machine, manufacture, design, or composition of matter, or any new and useful improvement thereof, or any variety of plant, which is or may be patentable under the Patent Laws of the United States of America or any foreign country.

(2) "Contract" means any contract, agreement, grant, or other arrangement, or sub-contract entered into with or for the benefit of the Government where a purpose of the contract is the conduct of experimental, developmental, or research work.

(3) "States and domestic municipal governments" means the States of the United States, the District of Columbia, Puerto Rico, the Virgin Islands, American Samoa, Guam, the Trust Territory of the Pacific Islands, and any political subdivision and agencies thereof.

(4) "Government agency" includes an executive department, independent commission, board, office, agency, administration, authority, Government corporation, or other Government establishment of the executive branch of the Government of the United States of America.

(5) "To the point of practical application" means to manufacture in the case of a composition or product, to practice in the case of a process, or to operate in the case of a machine and under such conditions as to establish that the invention is being worked and that its benefits are reasonably accessible to the public.

(b) Allocation of principal rights. (1) Assignment to the Government. The Contractor agrees to assign to the Government the entire right, title, and interest throughout the world in and to each Subject Invention, except to the extent that rights are retained by the Contractor under paragraphs (b)(2) and (d) of this clause.

(2) Greater rights determinations. The Contractor or the employee-inventor with authorization of the Contractor may retain greater rights than the nonexclusive license provided in paragraph (d) of this clause in accordance with the procedure and criteria of 41 CFR 1-9.109-6. A request for determination whether the Contractor or the employee-inventor is entitled to retain such greater rights must be submitted to the Contracting Officer at the time of the first disclosure of the invention pursuant to paragraph (e)(2)(i) of this clause, or not later than 3 months thereafter, or such longer period as may be authorized by the Contracting Officer for good cause shown in writing by the Contractor. The information to be submitted for a greater rights determination is specified in 41 CFR 1-9.109-6. Each determination of greater rights under this contract normally shall be subject to paragraph (c) of this clause and to the reservations and conditions deemed to be appropriate by the agency.

(c) Minimum rights acquired by the Government. With respect to each Subject Invention to which the Contractor retains principal or exclusive rights, the Contractor:

(1) Hereby grants to the Government a nonexclusive, nontransferable, paid-up license to make, use, and sell each Subject Invention throughout the world by or on behalf of the Government of the United States (including any Government agency) and States and domestic municipal governments;

(2) Agrees to grant to responsible applicants, upon request of the Government, a license on terms that are reasonable under the circumstances:

(i) Unless the Contractor, his licensee, or his assignee demonstrates to the Government that effective steps have been taken within 3 years after a patent issues on such invention to bring the invention to the point of practical application, or that the invention has been made available for licensing royalty-free or on terms that are reasonable in the circumstances, or can show cause why the principal or exclusive rights should be retained for a further period of time; or

(ii) To the extent that the invention is required for public use by governmental regulations or as may be necessary to fulfill public health, safety or welfare needs, or for other public purposes stipulated in this contract;

(3) Shall submit written reports at reasonable intervals upon request of the Government during the term of the patent on the Subject Invention regarding:

(i) The commercial use that is being made or is intended to be made of the invention; and

(ii) The steps taken by the Contractor or his transferee to bring the invention to the point of practical application or to make the invention available for licensing;

(4) Agrees to refund any amounts received as royalty charges on any Subject Invention in procurements for or on behalf of the Government and to provide for that refund in any instrument transferring rights to any party in the invention; and

(5) Agrees to provide for the Government's paid-up license pursuant to paragraph (c)(1) of this clause in any instrument transferring rights in a Subject Invention and to provide for the granting of licenses as required by (2) of this clause, and for the reporting of utilization information as required by paragraph (c)(3) of this clause whenever the instrument transfers principal or exclusive rights in any Subject Invention.

Nothing contained in this paragraph (c) shall be deemed to grant to the Government any rights with respect to any invention other than a Subject Invention.

(d) Minimum rights to the Contractor. (1) The Contractor reserves a revocable, nonexclusive, royalty-free license in each patent application filed in any country on a Subject Invention and any resulting patent in which the Government acquires title. The license shall extend to the Contractor's domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a part and shall include the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated

ORIGINAL

to do so at the time the Contract was awarded. The license shall be transferable only with approval of the agency except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(2) The Contractor's nonexclusive domestic license retained pursuant to paragraph (d)(1) of this clause may be revoked or modified by the agency to the extent necessary to achieve expeditious practical application of the Subject Invention under 41CFR 101-4.103-3 pursuant to an application for exclusive license submitted in accordance with 41 CFR 101-4.104-3. This license shall not be revoked in that field of use and/or the geographical areas in which the Contractor has brought the invention to the point of practical application and continues to make the benefits of the invention reasonably accessible to the public. The Contractor's nonexclusive license in any foreign country reserved pursuant to paragraph (d)(1) of this clause may be revoked or modified at the discretion of the agency to the extent the Contractor or his domestic subsidiaries or affiliates have failed to achieve the practical application of the invention in that foreign country.

(3) Before modification or revocation of the license, pursuant to paragraph (d)(2) of this clause, the agency shall furnish the Contractor a written notice of its intention to modify or revoke the license, and the Contractor shall be allowed 30 days (or such longer period as may be authorized by the agency for good cause shown in writing by the Contractor) after the notice to show cause why the license should not be modified or revoked. The Contractor shall have the right to appeal, in accordance with procedures prescribed by the agency, any decision concerning the modification or revocation of his license.

(e) Invention, identification, disclosures, and reports. (1) The Contractor shall establish and maintain active and effective procedures to ensure that Subject Inventions are promptly identified and timely disclosed. These procedures shall include the maintenance of laboratory notebooks or equivalent records and any other records that are reasonably necessary to document the conception and/or the first actual reduction to practice of Subject Inventions, and records which show that the procedures for identifying and disclosing the inventions are followed. Upon request, the Contractor shall furnish the Contracting Officer a description of these procedures so that he may evaluate and determine their effectiveness.

(2) The Contractor shall furnish the Contracting Officer:

(i) A complete technical disclosure for each Subject Invention within 6 months after conception or first actual reduction to practice whichever occurs first in the course of or under the contract, but in any event prior to any on sale, public use, or publication of such invention known to the Contractor. The disclosure shall identify the contract and inventor and shall be sufficiently complete in technical detail and appropriately illustrated by sketch or diagram to convey to one skilled in the art to which the invention pertains a clear understanding of the nature, purpose, operation, and, to the extent known, the physical, chemical, biological, or electrical characteristics of the invention;

(ii) Interim reports<sup>1</sup> at least every 12 months from the date of the contract listing. Subject Inventions for that period and certifying that:

(A) The Contractor's procedures for identifying and disclosing Subject Inventions as required by this paragraph (e) have been followed throughout the reporting period; and

(B) All Subject Inventions have been disclosed or that there are no such inventions; and

(iii) A final report<sup>1</sup> within 3 months after completion of the contract work, listing all Subject Inventions or certifying that there were no such inventions.

(3) The Contractor shall obtain patent agreements to effectuate the provisions of this clause from all persons in his employ who perform any part of the work under this contract except nontechnical personnel, such as clerical employees and manual laborers.

(4) The Contractor agrees that the Government may duplicate and disclose Subject Invention disclosures and all other reports and papers furnished or required to be furnished pursuant to this clause.

(f) Forfeiture of rights in unreported Subject Inventions. (1) The Contractor shall forfeit to the Government all rights in any Subject Invention which he fails to disclose to the Contracting Officer within 6 months after the time he:

(i) Files or causes to be filed a United States or foreign application thereon; or

(ii) Submits the final report required by paragraph (e)(2)(iii) of this clause, whichever is later.

(2) However, the Contractor shall not forfeit rights in a Subject Invention if, within the time specified in (1)(i) or (1)(ii) of this paragraph (f), the Contractor:

(i) Prepared a written decision based upon a review of the record that the invention was neither conceived nor first actually reduced to practice in the course of or under the contract; or

(ii) Contending that the invention is not a Subject Invention, he nevertheless discloses the invention and all facts pertinent to his contention to the Contracting Officer; or

(iii) Establishes that the failure to disclose did not result from his fault or negligence.

(3) Pending written assignment of the patent applications and patents on a Subject Invention determined by the Contracting Officer to be forfeited (such determination to be a final decision under the Disputes Clause), the Contractor shall be deemed to hold the invention and the patent applications and patents pertaining thereto in trust for the Government. The forfeiture provision of this paragraph (f) shall be in addition to and shall not supersede other rights and remedies which the Government may have with respect to Subject inventions.

(g) Examination of records relating to inventions. (1) The Contracting Officer or his authorized representative until the expiration of 3 years after final payment under this contract shall have the right to examine any books (including laboratory notebooks), records, documents, and other supporting data of the Contractor which the Contracting Officer reasonably deems pertinent to the discovery or identification of Subject Inventions to determine compliance with the requirements of this clause.

<sup>1</sup>Agency may specify form.

ORIGINAL

(2) The Contracting Officer shall have the right to review all books (including laboratory notebooks), records and documents of the Contractor relating to the conception or first actual reduction to practice of inventions in the same field of technology as the work under this contract to determine whether any such inventions are Subject Inventions if the Contractor refuses or fails to:

- (i) Establish the procedures of paragraph (e)(1) of this clause; or
- (ii) Maintain and follow such procedures; or
- (iii) Correct or eliminate any material deficiency in the procedures within thirty (30) days after the Contracting Officer notifies the Contractor of such a deficiency.

(h) Withholding of payment (Not applicable to Subcontracts). (1) Any time before final payment of the amount of this contract, the Contracting Officer may, if he deems such action warranted, withholding payment until a reserve not exceeding \$50,000 or 5 percent of the amount of this contract, whichever is less, shall have been set aside if in his opinion the Contractor fails to:

- (i) Establish, maintain, and follow effective procedures for identifying and disclosing Subject Inventions pursuant to paragraph (e)(1) of this clause; or
- (ii) Disclose any Subject Invention pursuant to paragraph (e)(2)(i) of this clause; or
- (iii) Deliver acceptable interim reports pursuant to paragraph (e)(2)(ii) of this clause; or
- (iv) Provide the information regarding subcontracts pursuant to paragraph (i)(5) of this clause.

The reserve or balance shall be withheld until the Contracting Officer has determined that the Contractor has rectified whatever deficiencies exist and has delivered all reports, disclosures, and other information required by this clause.

(2) Final payment under this contract shall not be made before the Contractor delivers to the Contracting Officer all disclosures of Subject Inventions required by paragraph (e)(2)(i) of this clause, and an acceptable final report pursuant to (e)(2)(iii) of this clause.

(3) The Contracting Officer may, in his discretion, decrease or increase the sums withheld up to the maximum authorized above. If the Contractor is a nonprofit organization the maximum amount that may be withheld under this paragraph shall not exceed \$50,000 or 1 percent of the amount of this contract whichever is less. No amount shall be withheld under this paragraph while the amount specified by this paragraph is being withheld under other provisions of the contract. The withholding of any amount or subsequent payment thereof shall not be construed as a waiver of any rights accruing to the Government under this contract.

(i) Subcontracts. (1) For the purpose of this paragraph the term "Contractor" means the party awarding a subcontract and the term "Subcontractor" means the party being awarded a subcontract, regardless of tier.

(2) Unless otherwise authorized or directed by the Government Contracting Officer, the Contractor shall include this Patent Rights clause modified to identify the parties in any subcontract hereunder if a purpose of the subcontract is the conduct of experimental, developmental, or research work. In the event of refusal by a Subcontractor to accept this clause, or if in the opinion of the Contractor this clause is inconsistent with the policy set forth in 41 CFR 1-9.107-3, the Contractor:

(1) Shall promptly submit a written notice to the Government Contracting Officer setting forth reasons for the Subcontractor's refusal and other pertinent information which may expedite disposition of the matter; and

(ii) Shall not proceed with the subcontract without the written authorization of the Government Contracting Officer.

(3) The Contractor shall not, in any subcontract or by using a subcontract as consideration therefor, acquire any rights in his Subcontractor's Subject Invention for his own use (as distinguished from such rights as may be required solely to fulfill his contract obligations to the Government in the performance of this contract).

(4) All invention disclosures, reports, instruments, and other information required to be furnished by the Subcontractor to the Government Contracting Officer under the provisions of a Patent Rights clause in any subcontract hereunder may, in the discretion of the Government Contracting Officer, be furnished to the Contractor for transmission to the Government Contracting Officer.

(5) The Contractor shall promptly notify the Government Contracting Officer in writing upon the award of any subcontract containing a Patent Rights clause by identifying the Subcontractor, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Government Contracting Officer, the Contractor shall furnish a copy of the subcontract. If there are no subcontracts containing Patent Rights Clauses, a negative report shall be included in the final report submitted pursuant to paragraph (e)(2)(iii) of this clause.

(6) The Contractor shall identify all Subject Inventions of the Subcontractor of which he acquires knowledge in the performance of this contract and shall notify the Government Contracting Officer promptly upon the identification of the inventions.

(7) It is understood that the Government is a third party beneficiary of any subcontract clause granting rights to the Government in Subject Inventions, and the Contractor hereby assigns to the Government all rights that he would have to enforce the Subcontractor's obligations for the benefit of the Government with respect to Subject Inventions. The Contractor shall not be obligated to enforce the agreements of any Subcontractor hereunder relating to the obligations of the Subcontractor to the Government in regard to Subject Inventions.

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## 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
14. Audit
15. Subcontractor Cost and Pricing Data
16. Reports
17. Source Requirements of Procurement of Equipment, Vehicles, Materials, Supplies, and Services
18. Subcontracts and Purchase Orders
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
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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) "Miss on" 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

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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.

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NOV 1976 Mrs. Booker

MEMORANDUM

November 8, 1976

TO : Distribution

FROM : CM/SOD, *Donald E. Dickie* Donald E. Dickie

SUBJECT: Contract No. AID/pha-C-1057 between A.I.D. and The Rand Corporation.

This transmits one copy of a Negotiated Indirect Cost Rate Agreement dated September 13, 1976. 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/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. C. Hemmer

USAID/ \_\_\_\_\_

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NEGOTIATED INDIRECT COST RATE AGREEMENT

Date September 13, 1976

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

REFERENCE : DHEW Agreement dated March 5, 1976

INSTITUTION : The Rand Corporation  
or 1700 Main Street  
OTHER Santa Monica, California 90406

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>		
Provisional	1-1-74	Until Amended	87.8	Overhead

Base of Application:

Direct salaries and wages including consultant fees, but excluding 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.

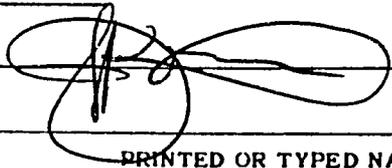
**PART II . ITEMS NORMALLY TREATED AS DIRECT COSTS:**

**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/pha-C-1057	4	932-17-570-615

ACCEPTED: THE RAND CORPORATION

BY 

PRINTED OR TYPED NAME

J. S. King, Jr.

TITLE

Treasurer

11/2/76 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>
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	<u>OTHER</u>
X	AG/AUD
X	CM/SD/SUP
X	SER/FM/CSD
X	PHA/POP

DBD

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AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

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1. AMENDMENT/MODIFICATION NO 3	2. EFFECTIVE DATE See #19	3. REQUISITION/PURCHASE REQUEST NO.	4. PROJECT NO (If applicable)
5. ISSUED BY PHA Branch Central Operations Division Office of Contract Management Agency for International Development Washington, D.C. 20523		6. ADMINISTERED BY (If other than block 5) Hemmer Pha/POI/PPD Bierke FEB 1976	

7. CONTRACTOR NAME AND ADDRESS (Street, city, country, state, and ZIP Code) The Rand Corporation 1700 Main Street Santa Monica, California 90400	8. FACILITY CODE	AMENDMENT OF SOLICITATION NO. DATED _____ (See block 9)	MODIFICATION OF CONTRACT/ORDER NO. AID/pha-C-1057 DATED 6/28/74 (See block 11)
--------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------	------------------------------------------------------------	-----------------------------------------------------------------------------------

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 or a 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.  
It modifies the above numbered contract as set forth in block 12

12. DESCRIPTION OF AMENDMENT/MODIFICATION

The Contract is amended as follows:

Article VII - Alterations In Contract

General Provision No. 30 Rights in Data

Delete paragraph "d" in its entirety and substitute in lieu thereof the following:

"(d) The Contractor agrees not to include copyright matter in subject data furnished hereunder without the written permission of the copyright owner for the Government to use such copyrighted matter in the manner described in paragraph (c) above."

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 _____ COPIES TO ISSUING OFFICE
14. NAME OF CONTRACTOR/OFFEROR The Rand Corporation BY: (Signature of person authorized to sign)	17. UNITED STATES OF AMERICA BY: (Signature of Contracting Officer)
15. NAME AND TITLE OF SIGNER (Type or print) J. S. King, Jr., Treasurer	16. DATE SIGNED 2/2/1976
18. NAME OF CONTRACTING OFFICER (Type or print) Gerald P. Gold	19. DATE SIGNED FEB 16 1976

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1 AMENDMENT/MODIFICATION NO **2**      2 EFFECTIVE DATE **See #19**      3 REQUISITION/PURCHASE REQUEST NO      4 PROJECT NO (If applicable)

5 ISSUED BY **PHA Branch** (CODE)      6 ADMINISTERED BY (If other than block 3) (CODE)  
**Central Operations Division**  
**Office of Contract Management**  
**Agency for International Development**  
**Washington, D.C. 20523**

ORIGINAL

*S. H. Lee*  
*A. H. Lee, PHA/101/110*

7 CONTRACTOR NAME AND ADDRESS (COD)      FACILITY CODE      8 AMENDMENT OF SOLICITATION NO  
*(Street, city, county, state, and ZIP code)*

**The Rand Corporation**  
**1700 Main Street**  
**Santa Monica, California 90400**

AMENDMENT OF SOLICITATION NO \_\_\_\_\_  
DATED \_\_\_\_\_ (See block 9)

MODIFICATION OF CONTRACT/ORDER NO **AID/pha-C-1057**  
DATED **6/28/74** (See block 11)

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 ACKNOWLEDGMENT 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)

NA

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.**  
It modifies the above numbered contract as set forth in block 12

12 DESCRIPTION OF AMENDMENT/MODIFICATION

The Contract is amended as follows:

**ARTICLE XIII-A - entitled "ABORTIONS" - Amend to add the following paragraph:**

**"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."**

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  CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT       CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN \_\_\_\_\_ COPIES TO ISSUING OFFICE

14 NAME OF CONTRACTOR/OFFEROR **THE RAND CORPORATION**      17 UNITED STATES OF AMERICA

BY *[Signature]*      BY *[Signature]*  
(Signature of person authorized to sign)      (Signature of Contracting Officer)

15 NAME AND TITLE OF SIGNER (Type or print)      16 DATE SIGNED      18 NAME OF CONTRACTING OFFICER (Type or print)      19 DATE SIGNED

**J. S. King, Jr.**  
**Treasurer**      **10-9-75**      **Gerald P. Gold**      **OCT 15 1975**

Handwritten notes and signatures at the top left of the page.

ORIGINAL

Handwritten number 1/10/76

07 31 1975

STANDARD FORM 30, JULY 1966 GENERAL SERVICES ADMINISTRATION FED. PROC. REG. (41 CFR) 1-101.01		AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		PAGE 1 OF 4
1 AMENDMENT/MODIFICATION NO <b>1</b>	2 EFFECTIVE DATE <b>See Blk 19</b>	3 REQUISITION/PURCHASE REQUEST NO	4 PROJECT NO (If applicable) <b>932-17-570-615</b>	
5 ISSUED BY PHA Branch Central Operations Division Office of Contract Management Agency for International Development Washington, D.C. 20523		6 ADMINISTERED BY (If other than block 5) CODE:		
7 CONTRACTOR NAME AND ADDRESS <b>The Rand Corporation 1700 Main Street Santa Monica, California 90400</b>		8 AMENDMENT OF SOLICITATION NO. _____ DATED _____ (See block 9) MODIFICATION OF CONTRACT/ORDER NO <b>AID/pha-C-1057</b> DATED _____ (See block 11)		
9 THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS <input type="checkbox"/> The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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) Appropriation No.: <b>72-11X1024</b> Allotment No.: <b>424-32-099-00-23-51</b> PIO/T NO. : <b>932-17-570-615-3257526</b>				
11 THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (a) <input type="checkbox"/> This Change Order is issued pursuant to _____ The Changes set forth in block 12 are made to the above numbered contract/order. (b) <input type="checkbox"/> 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) <input checked="" type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of <b>The Foreign Assistance Act of 1961, as amended and Executive Order 11223</b> It modifies the above numbered contract as set forth in block 12.				
12 DESCRIPTION OF AMENDMENT/MODIFICATION A. <u>Cover Page</u> 1) <u>AMOUNT</u> Delete "(Obligated \$250,000)" 2) <u>ACCOUNTING AND APPROPRIATION DATE</u> - Add, PIO/T. NO. "932-17-570-615-3257526" Appropriation No. "72-11X1024", and Allotment No. "424-32-099-00-23-51" 3) <u>ESTIMATED COMPLETION DATE</u> - Delete "July 15, 1976" and insert in lieu thereof "February 28, 1977". 4) Delete in its entirety the sentence which reads "This Contract consists of this..." and insert in lieu thereof "This Contract consists of this Cover Page,"				
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 type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <b>6</b> COPIES TO ISSUING OFFICE				
14 NAME OF CONTRACTOR/OFFEROR <b>THE RAND CORPORATION</b>		17 UNITED STATES OF AMERICA		
BY (Signature of person authorized to sign)		BY (Signature of Contracting Officer)		
15 NAME AND TITLE OF SIGNER (Type or print) <b>J. S. King, Jr., Treasurer</b>		16 DATE SIGNED <b>12/23/74</b>	18 NAME OF CONTRACTING OFFICER (Type or print) <b>Gerald P. Gold</b>	19 DATE SIGNED <b>DEC 26 1974</b>

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AID/pha-C-1057, Amendment No. 1

the Schedule of 21 pages including the Table of Contents, the General Provisions (Form AID 1420 - 41C, dated (9-74).and the Additional General Provisions (form (Form AID-1420-41D, dated (9-74).

B. SCHEDULE COST REIMBURSEMENT TYPE CONTRACT, TABLE OF CONTENTS SCHEDULE, page 1 of the Schedule - Add the following:

"ARTICLE XIII - ADDITIONAL CLAUSES"

C. ARTICLE IV - PERIOD OF CONTRACT - Delete the estimated completion date of "15 July 1976" and insert in lieu thereof "28 February 1977".

D. ARTICLE V - ESTIMATED COST AND FIXED FEE

1. Delete the "A." in front of the first paragraph.
2. Delete "Paragraph B" in its entirety.

E. ARTICLE VII - BUDGET

1. Under "Year II" delete the date "7/15/76" and insert in lieu thereof <sup>77</sup>"2/28/76".
2. Delete "SPECIAL BUDGET PROVISIONS #1, #2, and #3" in their entirety

and substitute in lieu thereof the following:

"Whereas the Contractor may not exceed the Total Cost set forth above, the Contractor may, within said Total, adjust line item amounts as reasonably necessary for performance of this contract."

F. ARTICLE XII - ALTERATIONS IN CONTRACT

1. Delete the total narrative under Article XII, starting with "Delete Clause No. 8..." and ending with "... of costs incurred by each."
2. Add the following new General Provisions:

<u>"GENERAL PROVISION NO.</u>	<u>TITLE</u>
44	Cost Accounting Standards
45	Minority Business Enterprises Subcontracting Program
46	Labor Surplus Area Subcontracting Program
47	Small Business Subcontracting Program"

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G. Add the following new Article:

ARTICLE XIII - ADDITIONAL CLAUSES

A. ABORTIONS

The costs of the following activities are not reimbursable under General Provision No. 9 entitled 'Allowable Cost, Fixed and Payment':

- 1) Special fees or incentives to women to coerce or motivate them to have abortions;
- 2) Payments to medical or health practitioners for their services in performing abortions;
- 3) Information, education, and communication (IE&C) activities designed to motivate women to practice abortions as a method of family planning."

B. APPROVAL OF INTERNATIONAL TRAVEL

In accordance with paragraph (a) of Additional General Provision No. 7 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.

C. PRIOR NOTIFICATION OF INTERNATIONAL TRAVEL

After approval of the proposed international travel, (Paragraph

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(a) of Additional General Provision No. 7 - Personnel) the Contractor shall provide the cognizant USAID mission advance notification, with a copy to the contracting officer, of the arrival date and flight identifications of AID financed travelers."

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## GENERAL PROVISIONS

### Cost Reimbursement Type Contract

#### INDEX OF CLAUSES

1. Definitions
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11. Assignment of Claims
12. Examination of Records by Comptroller General
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17. Source Requirements of Procurement of Equipment, Vehicles, Materials, Supplies, and Services
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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
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26. Disputes
27. Authorization and Consent
28. Notice and Assistance Regarding Patent and Copyright Infringement
29. Patent Provisions and Publication of Results
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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

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)

General Provision No. 45

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.

General Provision No. 46

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

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 25 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 in 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.

SMALL BUSINESS SUBCONTRACTING PROGRAM (FPRI-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 Contractors "Small Business Subcontracting Program."

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

## 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.

**ORIGINAL**

**COST REIMBURSEMENT TYPE CONTRACT**

AGENCY FOR INTERNATIONAL DEVELOPMENT  
NEGOTIATED CONTRACT NO.

Contract No. AID/pha-c- 1057  
CONTRACT TYPE  
CPFF

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

AMOUNT \$471,100

(Obligated - \$250,000)

CONTRACT FOR: Project No. 922-17-570-015

Survey of the Economic and Demographic Family Behavior in Malaysia

ISSUING OFFICE (Name and Address)  
PHA Branch  
Central Operations Division  
Office of Contract Management  
Agency for International Development  
Washington DC 20523

CONTRACTOR (Name and Address)  
The Rand Corporation  
NAME  
1700 Main Street  
STREET ADDRESS  
Sanata Monica, CA 90400  
CITY, STATE AND ZIP CODE

ADMINISTRATION BY  
Issuing Office

COGNIZANT SCIENTIFIC/TECHNICAL OFFICE  
PHA/POP/PPD

MAIL VOUCHERS (Original & 3 copies)  
TO: Agency for International Development  
Office of the Controller  
Washington, D.C. 20523

ACCOUNTING AND APPROPRIATION DATA  
PHO/T NO. 3248001  
APPROPRIATION NO. 11X1024  
ALLOTMENT NO. 424-32-009-00-23-41

EFFECTIVE DATE JUN 28 1974

ESTIMATED COMPLETION DATE July 15, 1976

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 California		

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 21 Pages, including the Table of Contents and the General Provisions (Form AID 1420-41C, dated 7/72, the Alterations to the General Provisions (Attachment A, 4/74), the Additional General Provisions (Form AID 1420-41D, dated 7/72) and the Alterations to Additional General Provisions (Attachment B).

NAME OF CONTRACTOR THE RAND CORPORATION	UNITED STATES OF AMERICA AGENCY FOR INTERNATIONAL DEVELOPMENT
BY (Signature of authorized individual) <i>C. P. Bahrman</i>	BY (Signature of Contracting Officer) <i>Gerald P. Gold</i>
TYPED OR PRINTED NAME C. P. Bahrman	TYPED OR PRINTED NAME Gerald P. Gold
TITLE Deputy to the Vice President	CONTRACTING OFFICER
DATE June 28, 1974	DATE June 28, 1974

SCHEDULE  
COST REIMBURSEMENT TYPE CONTRACT

Contract No.  
AID/pha-C-1057

TABLE OF CONTENTS  
SCHEDULE

The Schedule, on pages 1 through 21, consists of this Table of Contents and the following Articles:

Article I	- STATEMENT OF WORK	Article VIII	- COSTS REIMBURSABLE AND LOGISTIC SUPPORT TO CONTRACTOR
Article II	- TECHNICAL DIRECTIONS	Article IX	- PAYMENT OF FIXED FEE
Article III	- KEY PERSONNEL	Article X	- ESTABLISHMENT OF OVERHEAD RATES
Article IV	- PERIOD OF CONTRACT	Article XI	- PERSONNEL COMPENSATION
Article V	- ESTIMATED COST AND FIXED FEE	Article XII	- ALTERATIONS IN CONTRACT
Article VI	- PRE-CONTRACT COSTS		
Article VII	- BUDGET		

GENERAL PROVISIONS

The General Provisions applicable to this contract consist of form AID 1420-41C entitled "General Provisions - Cost Reimbursement Type Contract," dated 7-72, which includes provisions 1 through 41; the alterations to the General Provisions (Attachment A 4-74); form AID 1420-41D entitled "Additional General Provisions - Cost Reimbursement Type Contract," dated 7-72, which includes provisions 1 through 14; and the alterations to the General Provisions (Attachment B).

## SCHEDULE

### ARTICLE I - STATEMENT OF WORK

For a period as hereinafter set forth in the Schedule, the Contractor shall perform the following:

#### A. Research Design

1. Develop a behavioral model which will explain family time allocation and resource use regarding use of contraceptives, fertility, schooling and labor force participation as responses to particular factors in their surroundings.

2. Identify and analyze the factors which affect the marginal productivities of family member's time and purchased inputs (i.e., non-family produced). Include in the analysis (see paragraph A below) the current and lagged exogenous and endogenous family, community and public variables.

3. Conduct a purposive survey sample for Malaysia to investigate the factors mentioned above and test the model to be developed.

4. Conduct at least one base line and three longitudinal field surveys over the contract period.

5. Conduct the project collaboratively with the Malaysian Department of Statistics.

The following sections describe the research methodology to be used:

#### B. Development and Testing of Hypotheses

1. Collect data on socio-economic, biomedical and institutional factors to test hypotheses concerning the impact of human capital investments (health, education and migration), non-human capital assets (land

and producer and consumer durables), home production and sales, family time allocation including labor force participation, income, family structure, religion, and economic value of children upon completed family size and use of contraceptives.

2. Investigate community infrastructure and programs in health and family planning and individual male and female attitudes and expectations concerning family size and family planning.

3. Supply the Cognizant Technical Office (CTO) with a complete listing of variables and survey instruments for comment and approval before the first round of surveying begins. If CTO response is not received within 20 days the contractor shall have the right to proceed with the survey.

4. Upon completion of the first survey round, furnish the CTO with a basic set of hypotheses to be tested for comment and approval.

### C. Sample Characteristics

The sample required for this project shall have the following characteristics:

1. Sample size at completion of longitudinal surveying will be at least 800 households.

2. Sample at completion of surveying will include at least 125 households living in each of three major rural socio-economic environments of Malaysia: rice paddy farming, working on rubber plantations, and small holders (owners of small rubber plots). The completed sample will also include at least 400 households living in or very near a large urban center. The number of urban and rural households should, therefore, be similar.

3. The completed sample should contain only households with women present between the ages of 15 and 45, inclusive. At least 320 (40%) of these households should contain women in the prime childbearing ages, between 15 and 25; and at least 320 (40%) should contain women in the prime contraceptive ages, between 36 and 45. At least 160 (20%) should contain women between 26 and 35.

4. There should be at least 200 households representing each of Malaysia's three most prominent ethnic groups: Malays, Chinese, and Indians.

#### D. Survey Procedure

Submit, before initial interviewing begins, to the CTO for approval a detailed survey procedure to be followed explaining composition of survey teams, general procedures for supervision over interviewing, checking and coding and plans for logistical support. If CTO response is not received within 20 days the contractor shall have the right to proceed with the survey.

#### E. Data to be Collected

1. Develop and administer survey instruments (questionnaires) that will provide data on the following categories of endogenous factors affecting family size:

(a) Family roster indicating the basic characteristics of all persons residing in the household. This information will establish the age, sex, ethnic group, marital status, and fertility of all residents and will reveal which of them should be interviewed separately.

(b) Complete marriage and pregnancy histories of all ever-mated women.

These histories will provide data on number and spacing of births.

(c) Attitudes and expectations of families. Collect information on attitudes and expectations regarding health, schooling, and how many more children, if any, the family plans to have, as well as data on knowledge, attitudes and practice of family planning.

(d) Each household member's employment and income. Record information on the current occupation, earnings, and hours of work of employed persons. Collect data on detailed sources of family income. Finally, indicate women respondents' and their present husbands' periods in the labor force in a retrospective work history instrument.

(e) Investments in human capital. Include data on the health, schooling, and migration activities of household members (as well as information on amounts of schooling parents expect each of their children to complete). The biomedical variables indicated in this category shall include questions on child and maternal morbidity, breastfeeding practice and health care practice. If feasible, take a short set of anthropometric measures.

(f) Investments in non-human capital. Indicate the stocks of land and producer and consumer durables (e.g., sewing machines) used in specific household production activities.

(g) Current agricultural and cottage industry production, sales, and home consumption. Characterize the family's income and wealth constraints and provide the output measures needed in combination with the time-use data below to estimate the home productivity of women and children. Include data on expected future contributions by children to household production--both as children and as adults--to enable estimation of the (expected) economic value of children.

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(h) The Uses of Each Family Member's Time.

1. Record the amount of time each person spends in farming, cottage industry, school, cooking, child care, or working in the labor market.

2. Indicate the amount of time outsiders contribute to the household.

3. Pretest alternative methods of eliciting time-use information (for example, observation, retrospective surveying, prospective surveying) in the Malysian setting.

2. Identify the exogenous factors in the family's environment which may affect family size and develop sufficient background information on these factors to ascertain their impact in analyzing the survey data.

The following list suggests information that should be accumulated in this investigation.

(a) Family Planning.

1. Assess the relative productivities of various family planning inputs, the number of personnel of each type in the local centers and how much time each type typically spends in various program-related activities.

2. Ascertain the effectiveness of alternative organizational forms, the number of supervisors, the kinds and amounts of incentives offered to different types of staff, and incentives offered to program participants.

3. Record information on the kinds of family planning services and materials supplied and on the program's advertising methods and expenditures.

(b) Public Health.

1. Record prices of specific types of traditional and modern medical personnel and services, as well as the traveling and waiting time required of their users.

2. Note the existence of public water and sanitation services and of medical or health training programs.

(c) Education.

1. Collect data on the number of school places, number of teachers per 100 children of school age, distance to the nearest school, average teacher salary, average level of schooling of teachers, public expenditures per student, educational fees, and attendance regulations and their enforcement.

2. Record information on public adult training efforts, such as agricultural extension programs.

(d) Investments and Insurance.

1. Determine the relevant parameters of available social security insurance, pension, and old age security programs, such as the Employees' Provident Fund.

2. Determine the nominal rate of return on widely available financial assets, such as Post Office Savings.

3. Determine the rate of inflation.

(e) Manpower.

1. Note any legal restrictions on hiring or promoting women and children should be noted.

2. Record alternative measures of unemployment and the existence of any employment information programs or public subsidies to encourage migration.

3. Collect average wages by education groups and for well-defined occupations.

(f) Prices. Note the provisions of agricultural price policies and import-substitution policies as they may affect the relative prices of goods produced and sold at home by families.

(g) Other Exogenous Factors. Record length of growing season, average rainfall, and type of soil, as well as the framework of relevant social, cultural, and legal institutions and customs.

#### F. Statistical Methods for Data Analysis

1. In order to avoid inconsistent estimates of the underlying cause-and-effect relationships investigated, use appropriate estimation techniques to specify and estimate the relevant behavioral and biological techniques simultaneously.

2. Exercise great care to assure that the design of survey instruments and the conceptual and statistical frameworks for analysis relate to public policy decision-making-relevant to developing countries.

3. Furnish the Project Advisory Committee (PAC) (see paragraph g below) a description of each variable to be analyzed and a full set of equations to be tested and comment and report to the CTO as to technical value and adequacy.

#### G. Advisory Committee

1. Within four weeks of the effective date of the contract, submit a list of candidates to serve on the PAC to the CTO for concurrence. The PAC size shall not exceed six (6) persons and shall consist of the CTO Project Monitor and other experts.

2. The PAC shall evaluate the project progress and make recommendations every six months.

3. Provide from contract funds all administrative travel and per diem costs incurred by the PAC. Responsibility for organization of the PAC meetings will be jointly undertaken by the CTO Project Monitor and the contractor.

#### H. Reports

In addition to the reports required under General Provision No. 16, the Contractor shall provide the following reports:

1. Within 120 days of the effective date of the contract, a tentative timetable of project reports and documents to be produced. Submit a timetable to both the PAC and the CTO.

2. In order to encourage the maximum possible Malaysian participation in data analysis and policy-oriented research, present to the PAC, within 120 days of the effective date of the contract, an agenda for collaborative research under the project.

3. After completion of the first survey round, furnish AID with a document articulating the basic set of hypotheses to be tested, a summary of the actual sample drawn and a preliminary analysis of the data. The PAC shall review this report and give AID comments and criticism as to the report's adequacy and technical value.

4. After completion of the second and subsequent survey rounds, provide AID with a summary of the findings.

5. Issue a series of end-of-project reports subject to CTO review and approval. The AID Project Monitor will retain consulting authority concerning the distribution of all reports listed above. Twenty-five copies of each approved report will be furnished to the CTO.

ARTICLE II - TECHNICAL DIRECTIONS

Performance of the work hereunder shall be subject to the technical directions of the cognizant AID 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:

<u>Personnel</u>	<u>Title</u>	<u>Estimated Level of Effort Year I</u>	<u>Year II</u>
William Butz	Assoc. Economist	50%	40%
Julie DuVanzo	Assoc. Economist	60%	60%

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 ratification 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 JUN 28 1974 and the estimated completion date is 15 July 1976.

ARTICLE V - ESTIMATED COST AND FIXED FEE

A. The total estimated cost of this contract to the Government, exclusive of the fixed fee, is \$447,222. The fixed fee is \$23,878.

B. There is presently obligated for commitment under this contract the amount of \$250,000 of which \$223,538 may be utilized without prior written approval of the Contracting Officer for the dollar costs set forth in Article VII, entitled "Budget". Additional U. S. dollar sums may be allocated to this contract by the Contracting Officer, in which event upon written notice to the Contractor, the obligated funds shall be deemed increased by the additional sum or sums so allocated. AID's obligation for dollar payments to the Contractor hereunder shall in no event exceed the obligated funds as allocated to this contract in accordance with this provision and the provisions of General Provision No. 8.

ARTICLE VI - PRE-CONTRACT COSTS

The allowable cost of performance of this Contract shall include all allowable and allocable costs which have been incurred by the Contractor in anticipation of this contract on and after June 1, 1974, but prior to the execution date hereof, and which, if incurred after such date, would have been considered as items of allowable and allocable costs under Article VII of the Schedule of this Contract; provided, however, that such pre-contract costs shall not exceed \$10,500, unless such amount is subsequently increased in writing by the Contracting Officer.

ARTICLE VII - BUDGET

	Year I 6/1/74 to <u>7/15/75</u>	Year II 7/16/75 to <u>7/15/76</u>	<u>Total</u>
<b>Salaries:</b>			
Social Science Department	\$ 1,504	\$ --	\$ 1,504
Economics Department	24,770	25,470	50,240
Engineering Department	3,021	8,272	11,293
Rand. Computation Center	1,318	5,051	6,369
Publications Department	<u>1,156</u>	<u>2,445</u>	<u>3,601</u>
<b>Total Salaries</b>	<b>31,769</b>	<b>41,238</b>	<b>73,007</b>
Fringe Benefits	11,850	15,382	27,232
Consultants	12,185	14,962	27,147
Travel & Per Diem	11,058	13,664	24,722
Computing Equipment Costs	3,270	11,990	15,260
Honorarium	800	800	1,600
Subcontract	<u>106,977</u>	<u>86,747</u>	<u>193,724</u>
<b>Total Direct Costs</b>	<b>177,909</b>	<b>184,783</b>	<b>362,692</b>
<b>Indirect Costs</b>	<u><b>37,097</b></u>	<u><b>47,433</b></u>	<u><b>84,530</b></u>
<b>Total Estimated Costs</b>	<b>215,006</b>	<b>232,216</b>	<b>447,222</b>
<b>Fixed Fee</b>	<u><b>8,532</b></u>	<u><b>15,346</b></u>	<u><b>23,878</b></u>
<b>Total Estimated Costs &amp;     Fixed Fee</b>	<u><u><b>223,538</b></u></u>	<u><u><b>247,562</b></u></u>	<u><u><b>471,100</b></u></u>

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SPECIAL BUDGET PROVISIONS

1. The firm Year I budget represents the total funds authorized to be expended by the Contractor during the period indicated. Within the grand total of the firm Year I budget the Contractor may increase or decrease, any of the line items as reasonably necessary for the accomplishment of this Contract, without obtaining approval of the Contracting Officer.

2. In addition to the funds obligated by AID for the above Firm Year I Budget, the Projected Budget covers estimated costs for the period indicated of which \$26,462 has been obligated by AID for the use of this Contract. Any expenditure of Projected Budget funds will be subject to prior approval by the Contracting Officer.

3. The fee is fixed and may not be exceeded.

4. In no event may expenditures under the Budget exceed the total amount obligated hereunder.

ARTICLE VIII - COSTS REIMBURSABLE AND LOGISTIC SUPPORT TO CONTRACTOR

United States Dollar Cost

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 IX - PAYMENT OF FIXED FEE

At the time of each payment to the Contractor on account of allowable dollar costs, the Contractor shall be paid a dollar amount which is in the same ratio to the total fixed fee as the related payment being made on

account of allowable dollar costs is to the total estimated cost, as amended from time to time; provided however, that whenever in the opinion of the Contracting Officer such payment would result in a percentage of fee in excess of the percentage of work completion, further payment of fee may be suspended until the Contractor has made sufficient progress, in the opinion of the Contracting Officer, to justify further payment of fee up to the agreed ratio; provided further, that after payment of eight-five percent (85%) of the total fixed fee, the provisions of the General Provision of this contract entitled "Allowable Cost, Fixed Fee, and Payment," shall be followed.

ARTICLE X - 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 1 June 1974 and ending 15 July 1976. 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:

<u>84.4%</u> (Rate)	<u>Direct Salaries &amp; Consultant Fees</u> (Base)	<u>6/1/74 - 7/15/76</u> (Period)
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ARTICLE XI - 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 Logistic Support to Contractor," and the General Provision entitled "Allowable Cost, Fixed Fee

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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 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

Consultant services for a maximum number of 395 days will be reimbursed in connection with the services to be provided hereunder. No compensation for consultants will be reimbursed unless their use under the contract has the advance written approval of the Contracting Officer; and if such provision has been made or approval given, compensation shall not exceed, without specific approval of the rate by the Contracting Officer, (1) the current compensation or the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years or (2) maximum daily salary rate of a Foreign Service Officer Class 1 whichever is less.

Note: 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 AID Mission in the Cooperating Country; or the prevailing rates in the Cooperating Country, as determined by AID, paid to personnel of equivalent technical competence.

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.

7. Work Week

(a) Nonoverseas Employee. The work week for the Contractor's nonoverseas employees shall not be less than the established practice of the Contractor.

(b) Overseas Employee. 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 AID Mission and the Cooperating Country associated with the work of this contract.

B. Definitions

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

ARTICLE XII - ALTERATIONS IN CONTRACT

Delete "Clause No. 8 - Limitation of Cost" from the General Provisions and insert in lieu thereof the following:

"8. LIMITATION OF FUNDS

A. The total estimated cost of this contract to the Government is \$471,100. The amount presently available and obligated hereunder is \$250,000. Within this obligated amount, allowable cost shall be limited in accordance with Article VI and VII hereof.

B. 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 each such estimated cost.

C. 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

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Schedule. It is contemplated that from time to time additional funds will be allotted to this contract up to the full estimated cost set forth in the Schedule. The Contractor agrees to perform or have performed work on this contract up to the point at which the total amount paid and payable by the Government pursuant to the terms of this contract approximates but does not exceed the total amount actually allotted to the contract.

D. 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.

E. 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 communication or representation in any other form or from any person other than the Contracting Officer shall affect the amount allotted to this contract. In the absence of the specified notice, the Government shall not be obligated to reimburse the Contractor for any costs in excess of the total amount then allotted to the contract, whether those excess costs were incurred during the course of the contract or as a result of termination. When and to the extent that the amount allotted to the contract has been increased, any costs incurred by the Contractor in excess of the amount previously allotted shall be allowable to the same extent as if such costs had been incurred after such increase in the amount allotted; unless the Contracting Officer issues a termination or other notice and



directs that the increase is solely for the purpose of covering termination or other specified expenses.

F. Change orders issued pursuant to the Changes 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.

G. 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."

## 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

ALTERATIONS TO GENERAL PROVISIONS1. General Provision No. 5 - Travel and Transportation Expenses (Dec 70)

a. Paragraph (a) - Line 6 - Delete the words "and continucus" and in lieu thereof substitute the words "and not continuous."

b. Paragraph (b) - Line 18 - Delete the reference made to "Section 6.12" and substitute in lieu thereof "Section 7.2."

2. General Provision No. 9 - Allowable Costs, Fixed Fee and Payment (Dec. 1970)

a. Subparagraph (b)(1) - Delete the sample fiscal report shown and substitute in lieu thereof the following:

<u>Total Expenditures</u>			
<u>Category</u>	<u>Budget Amount</u>	<u>This Period</u>	<u>To Date</u>
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

b. Subparagraph (h) - Change the period to a comma at the end of the paragraph and add the following: "an assignment and a release using Forms 1420-40 or 1420-44, as appropriate, as required in AIDPR 7-16.851."

3. General Provision No. 10 - Negotiated Overhead Rates (Dec. 1970)

a. Subparagraph (b) - Delete in its entirety and in lieu thereof substitute the following:

"(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 promptly as practicable after receipt of the Contractor's proposal."

b. Subparagraph (f) - Delete in its entirety and in lieu thereof substitute the following:

"(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."

4. General Provision No. 12 - Examination of Records (Dec. 1970)

Delete in its entirety and in lieu thereof substitute the following:

"12. Examination of Records by Comptroller General (Mar 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 orders for public utility services at rates established for uniform applicability to the general public.

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

5. General Provision No. 16 - Reports (Dec. 1971)

a. Subparagraph (b) - Line 2 - Delete the words "Contracting Officer" and substitute in lieu thereof the words "Contracting Office."

b. Add a new Subparagraph (e) as follows:

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

6. General Provision No. 18 - Subcontracts and Purchase Orders (Dec 71)

Paragraph (a) - Line 4 - Delete the third word "this" and substitute in lieu thereof the word "the."

7. General Provision No. 20 - Utilization of Small Business Concerns  
(Feb. 1971)

Subparagraph (c) - Delete the reference to "Office of Small Business" wherever it appears and substitute in lieu thereof "Small Business Office."

8. General Provision No. 28 - Notice and Assistance Regarding Patent and Copyright Infringement (Mar. 1971)

Add a new paragraph (c) as follows:

"(c) This clause shall be included in all subcontracts."

9. General Provision No. 39 - Utilization of Minority Business Enterprises - Delete in its entirety and in lieu thereof substitute the following:

"39. Utilization of Minority Business Enterprises (Aug. 1971)

(a) It is the policy of the Government that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.

(b) The Contractor agrees to use his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term 'minority business enterprise' means a business, at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority group members. For the purposes of this

definition, minority group members are Negroes, Spanish-speaking American persons, American-Orientals, American-Indians, American-Eskimos, and American-Aleuts. Contractors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation."

10. General Provision No. 40 - Listing of Employment Openings (Feb 72)

Delete in its entirety and substitute in lieu thereof the attached revision entitled "Listing of Employment Openings(April 1973)".

11. Add a new General Provision No. 41 as follows:

"41. PAYMENT OF INTEREST ON CONTRACTOR'S CLAIMS

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

(b) Notwithstanding (a) above, (1) interest shall be applied only from the date payment was due, if such date is later than the filing of

appeal, and (2) interest shall not be paid for any period of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing his remedies before a board of Contract appeals or a court of competent jurisdiction.

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

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.

## 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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| 8. Conversion of United States Dollars to Local Currency |                                                                                 |

#### 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

## COST REIMBURSEMENT TYPE CONTRACT

## ALTERATIONS TO ADDITIONAL GENERAL PROVISIONS-AID 1420-41D(7-72)

1. General Provision No. 3 - Travel & Transportation Expenses (Nov 73)a. Subparagraph (f) is amended by adding the following sentence:

"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."

b. Subparagraph (1)(2)(ii) - Revise the fourth paragraph to read as follows:

"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 schedule rate of FSR-6 Agency personnel, or \$200 if the employee's annual salary is more than the aforesaid rate."

c. Subparagraph (i) - Add a new subparagraph (3) as follows:

"(3) If a regular employee does not complete one full year at post of duty (except for reasons beyond his control) the cost 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."

## d. Subparagraph (k) is deleted in its entirety and the following substituted in lieu thereof:

"(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 <u>not</u> supplied (lbs. net weight)	Basic household furniture supplied (lbs. net weight)
Regular employee with dependents in Cooperating Country	7,500	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 162.1 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. Cost of transporting privately owned automobiles are allowable subject to the conditions set forth in Section 165 of the Uniform State/AID/USIA Foreign Service Travel Regulations, as in effect on the date of this contract."

e. Delete subparagraph (m)(3) in its entirety and in lieu thereof substitute the word "Reserved."

f. Delete subparagraph (n) in its entirety and in lieu thereof substitute the following:

"(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 AID's 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."

g. Add a new subparagraph (o) as follows:

"(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/USIA Foreign Service Travel Regulations."

2. General Provision No. 4 - Title to and Care of Property - If title to Government property is vested in the U.S. Government, delete Additional General Provision No. 4. If title to the Government property is vested in the Cooperating Government or its agent, Additional General Provision No. 4 is applicable.

3. General Provision No. 6 - Personnel (Nov. 1973)

a. Delete subparagraph (c) in its entirety and substitute in lieu thereof the following:

"(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)."