

1. AMENDMENT/MODIFICATION NO. 5	2. EFFECTIVE DATE See #19	3. REQUISITION/PURCHASE REQUEST NO. 3231004	4. PROJECT NO. (If applicable) 932-17-570-602
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. PROJECT NO. (If applicable) 932-17-570-602
7. CONTRACTOR NAME AND ADDRESS UNIVERSITY OF SINGAPORE Bukit Timah Road Singapore 10		8. FACILITY CODE	9. AMENDMENT OF SOLICITATION NO. neg - E Thomas
10. DATED 7/1/73 (See block 11)		11. MODIFICATION OF CONTRACT/ORDER NO. AID/CM/pha-C-73-36	

ORIGINAL PD-FAC-056

prog mgr - m. Johnson  
PHA/PAPI R

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. Offers 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)

Appropriation No.: 72-1131007 Allotment No.: 307-32-099-00-23-63

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

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

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

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

12. DESCRIPTION OF AMENDMENT/MODIFICATION

A. Cover Page **Best Available Document**

1. To the block entitled "Accounting And Appropriation Data" add the "allotment" "307-32-099-00-23-63".

2. Change the "Estimated Completion Date" from "June 30, 1976" to "September 30, 1976".

3. Delete in its entirety the sentence that begins "This Contract consists..." and insert in lieu thereof:

"This Contract consists of this Cover Page, the Schedule, including

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.

12. <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 6 COPIES TO ISSUING OFFICE
14. NAME OF CONTRACTOR/OFFEROR UNIVERSITY OF SINGAPORE	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) REGINALD QUARE, DEPUTY VICE-CHANCELLOR.	16. DATE SIGNED 10 JUN 1976
	18. NAME OF CONTRACTING OFFICER (Type or print) Gerald P. Gold
	19. DATE SIGNED JUN 21 1976

the Table of Contents and the General Provisions (from AID 1420-41C dated 7-1-75) and Additional General Provisions (from AID 1420-41D dated 7-1-75).

B. Schedule - General Provisions

Delete in its entirety the sentence that begins "The General Provisions applicable..." and insert in lieu thereof: "The General Provisions applicable to this contract consist of General Provisions for a Cost Reimbursement Type Contract, Form AID 1420-41C, dated 7-1-75 and Additional General Provisions for a Cost Reimbursement Type Contract, Form AID 1420-41D, dated 7-1-75."

C. Article V - Period Of Contract

From paragraph A delete the date "June 30, 1976" and insert in lieu thereof "September 30, 1976".

D. Article XI - Alterations In Contract

1. From paragraphs "A" and "B" delete the dates "(9-74)" and insert in lieu thereof "(7-1-75)".
2. Delete in its entirety paragraph "A(2)".
3. Delete the following from "General Provisions for a Cost Reimbursement Type Contract, Form AID 1420-41C (7-1-75)".
  - (a) Provision No. 33 - Convict Labor
  - (b) Provision No. 41 - Payment of Interest on Contractors' Claims

(c) Provision No. 42 - Employment of the Handicapped

4. Delete in their entirety paragraphs "C(2)" and "C(3)".

5. General Provision No. 9, Allowable Cost, Fixed Fee, and Payment.

Delete in its entirety General Provision No. 9, "Allowable Cost, Fixed Fee, and Payment (Sept. 1974)" and insert in lieu thereof General Provision No. 9, "Allowable Cost, Fixed Fee, and Payment (September 1975)" as Attachment "E".

6. General Provision No. 18, Subcontracts and Purchase Orders.

Delete in its entirety General Provision No. 18, "Subcontracts and Purchase Orders (Jan. 1975)" and insert in lieu thereof "Subcontracts" as Attachment "F".

7. Patent Rights - Options In the Government (Short Form). Add as Attachment "G", "Patent Rights - Options In the Government (Short Form)".

8. Additional General Provision No. 3, Travel Expenses

(a) From the title delete the date "(January 1975)" and insert in lieu thereof the date "(September 1975)".

(b) From paragraph "(h)" delete "twelve cents (12c)" and insert in lieu thereof "fifteen cents (15c)".

(c) Delete in its entirety paragraph "(i)" and substitute the following:

"(i) Emergency and Irregular Travel and Transportation

Actual transportation costs and travel allowances while

en route, as provided in this section, will also be reimbursed under the following conditions:

(1) The costs of going from post of duty in the cooperating country to the United States or other location for Contractor employees and dependents and returning to the post of duty, when the Contractor's Chief of Party makes a written determination that such travel is necessary for one of the reasons specified in paragraph (i) (1) (i) and (ii) of this section. A copy of the written determination shall be furnished to the Contracting Officer.

(i) Need for medical care beyond that available within the area to which the employee is assigned, or serious effect on physical or mental health if residence is continued at the assigned post of duty, subject in either case to the limitations stated in the provision of this contract entitled "Physical Fitness of Employee and Dependents". The Mission Director may authorize a medical attendant to accompany the employee at contract expense if, based on medical opinion, such an attendant is necessary.

(ii) Death or serious illness or injury of a member of the immediate family of the employee or the immediate family of the employee's spouse. "Serious illness or injury" is defined as one in which death is imminent or likely to occur as based on competent medical

opinion or one in which the absence of the employee or dependent would result in great personal hardship. "Immediate family" is defined as the mother or father of the employee or spouse, including step-parents or adoptive parents; the spouse of the employee, or children of the employee and/or spouse, including step-children or adoptive children, regardless of age.

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

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

(C) Reimbursement to the Contractor for the cost of such travel shall be subject to a "deductible" for each round trip. If the employee's basic salary is at or above the minimum scheduled rate for FSR-3 Agency personnel, the deductible is \$175. If the employee's basic

salary rate is above the maximum scheduled rate for an FSR-7 and below the minimum scheduled rate for FSR-3, the deductible is \$125. If the employee's basic salary rate is at or below the maximum scheduled rate for FSR-7, the deductible is \$75. The employee will prepare and sign, prior to his or any dependent's departure from post for emergency visitation travel, a statement explaining the emergency for which travel expense is to be authorized, including the name, address, and relationship to the employee or dependent of the ailing or deceased family member. Requests for emergency travel may be granted at contract expense, less deductibles, only on the basis of a certification by a licensed physician that (1) the medical condition of the patient is of such nature that, by customary practice of the medical profession in the locale where the condition is diagnosed and treated, it is considered such as to warrant the placement of the patient on the "critical list", or (2) the person has deceased. Where it is impracticable to provide a physician's statement prior to the travel, tentative approval for the travel may be granted by the Contractor's Chief of Party subject to a later furnishing of such certification.

(D) Time away from post by the employee on emergency visitation travel, including travel time, is charged to vacation leave or leave without pay, as appropriate. No per diem, excess baggage or unaccompanied baggage charges - other expenses, except the cost of trans-

portation 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 en route, 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 going to and from the post of duty are not reimbursable hereunder. If the employee serves more than one year but less than the required service in the cooperating country (except for reasons beyond his control), the costs of going to the post of duty are reimbursable hereunder, but the costs of

going from post of duty to the United States or other location are not reimbursable under this contract."

(d) Delete in their entirety paragraphs (1) (iv) and (v).

9. Additional General Provision No. 7. Personnel

(a) From the title delete the date "(November 1973)" and insert in lieu thereof the date "(September 1975)".

(b) Delete in its entirety paragraph "(d)" and substitute the following:

"(d) (3) The Contractor is encouraged to establish its own policy of pre- and post-tour medical examinations authorized in paragraphs (d) (1) and (2) of this section as follows:

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

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

E. The following is added as paragraph "I" to Attachment A, "Guidelines for Preparation of the Research Annual Report".

"I. A substantive final report in 10 copies, shall be submitted within 45 days of completion of work under this contract as required under General Provision 16 (c)."

F. As a result of this amendment, the total obligated amount of the contract remains at \$475,000.

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

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

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

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

(1) The terms of this contract; and

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

(b) Dollar payment:

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

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

## Total Expenditures

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

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

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

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

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

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

(C) Receipted supplier's invoices for cost of commodities, equipment and supplies, insurance, and other items. Invoices must show quantity, description, and price (less applicable

discounts and purchasing agent's commission). Individual transactions under \$100,000 may be supported by an itemized listing containing the numbers of the Contractor's checks used to make payment. Delivery of supplies and equipment to appropriate destination must be supported by copy or photostat of bill of lading, airways bill or parcel post receipt. Voucher SF-1034 or SF-1036, as appropriate, must state whether or not items procured by Contractor were procured through advertising.

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

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

(2) Promptly after receipt of each voucher and statement of dollar cost, the Government shall, except as otherwise provided in this contract, subject to the provisions of (d) below, make payment thereon as approved by the paying office indicated on the Cover Page. Payment of the fixed fee, if any, shall be made to the Contractor as specified in the Schedule; provided, however, that after payment of eighty-five percent

(85%) of the fixed fee set forth in the Schedule, further payment on account of the fixed fee shall be withheld until a reserve of either fifteen percent (15%) of the total fixed fee, or one hundred thousand dollars (\$100,000), whichever is less, shall have been set aside.

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

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

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

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

(c) Local currency payment:

The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract.

Local currency will be provided to the Contractor in accordance with written instructions provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions shall be provided to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under the contract.

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

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

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

(f) The Contractor agrees that any dollar or local currency refunds, rebates, credits, or other amounts (including any interest thereon)

accruing to or received by the Contractor or any assignee under this contract shall be paid by the Contractor to the Government to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract. Reasonable expenses incurred by the Contractor for the purpose of securing such refunds, rebates, credits, or other amounts shall be allowable costs hereunder when approved by the Contracting Officer. Prior to final payment under this contract, the Contractor and each assignee under this contract whose assignment is in effect at the time of final payment under this contract shall execute and deliver an assignment and release using AID Forms 1420-40 or 1420-44, as appropriate, as required in AIDPR 7-16-851.

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

Subcontracts

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

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

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

(2) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected,

including the degree of competition obtained:

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

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

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

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

data was submitted and a certificate of cost or pricing data was required the memorandum shall reflect the extent to which reliance was not placed upon the factual cost or pricing data submitted and the extent to which 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-

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

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.

PATENT RIGHTS-ACQUISITION BY THE GOVERNMENT (SHORT FORM) (FPR 1-9.107-6 (a)) (May 1975)

(a) Definitions.

"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.

(b) Invention disclosures and reports. (1)

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 the 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 at least every 12 months from the date of the contract listing Subject Inventions for the period and certifying that all Subject Inventions have been disclosed or that there are no such inventions and

(iii) An acceptable final report within 3 months after completion of the contract work, listing all Subject Inventions or certifying that there were no such inventions.

(2) 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.

(c) Allocation of principal rights. (1) 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 (c)(2) and (d) of this clause.

(2) 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 a determination of 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 (b)(1) 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 shall be subject to the provisions of paragraph (c) "Minimum rights acquired by the Government" of the clause in 41 CFR 1-9.107-5(a), and to the reservations and conditions deemed appropriate by the agency.

(d) Minimum rights to the Contractor.

The Contractor reserves a revocable, non-exclusive, 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. Revocation shall be in accordance with the procedure of the clause in 41 CFR 1-9.107-5 (d) (2) and (3).

(e) Employee and Subcontractor agreements.

Unless otherwise authorized in writing by the Contracting Officer, the Contractor shall:

(1) Obtain patent agreements to effectuate the provisions of this clause from all persons who perform any part of the work under this contract except nontechnical personnel, such as clerical employees and manual laborers.

(2) Insert in each subcontract having experimental, developmental, or research work as one of its purposes provisions making this clause applicable to the Subcontractor and his employees; and

(3) Promptly notify the Contracting Officer of the award of any such subcontract by providing him with a copy of the subcontract and any amendments thereto.

## 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
25. Stop Work Order
26. Disputes
27. Authorization and Consent
28. Notice and Assistance Regarding Patent and Copyright Infringement
29. Patent Provisions and Publication of Results
30. Rights in Data
31. Release of Information
32. Equal Opportunity
33. Convict Labor
34. Walsh-Healey Public Contracts Act
35. Officials Not to Benefit
36. Covenant Against Contingent Fees
37. Language, Weights and Measures
38. Security Requirements
39. Utilization of Minority Business Enterprises
40. Listing of Employment Openings
41. Payment of Interest on Contractors' Claims
42. Employment of the Handicapped
43. Notices

#### 1. DEFINITIONS (DEC. 1970)

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

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

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

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

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

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

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

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

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

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

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

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

#### 2. CHANGES (DEC. 1970)

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

## 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.

1 AMENDMENT/MODIFICATION NO. <b>4</b>	2. EFFECTIVE D/ITE <b>See #19</b>	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) <b>PHA/POP/RE</b>
--	---

# ORIGINAL

7 CONTRACTOR NAME AND ADDRESS <i>(Street, city, county, state, and ZIP Code)</i> <b>University of Singapore Bukit Timah Road Singapore 10</b>	CODE	FACILITY CODE	AMENDMENT OF SOLICITATION NO. _____ DATED _____ (See block 9) MODIFICATION OF CONTRACT/ORDER NO. <b>AID/pha-C-73-36</b> DATED <b>6/30/71</b> (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 return 10 \_\_\_\_\_ 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)

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 XI - C. 11 - Abortion Related Activities - Add the following paragraph:**

**"The Contractor shall insert a clause containing all of the above provisions, including this paragraph, in all subordinate agreements, sub-grants, 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 <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 <b>10</b> COPIES TO ISSUING OFFICE			
14 NAME OF CONTRACTOR/OFFEROR <b>Univ. of Singapore</b>	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) <b>Reginald Quah DEPUTY VICE-CHANCELLOR</b>	16 DATE SIGNED	18 NAME OF CONTRACTING OFFICER (Type or print) <b>Gerald P. Gold</b>	19 DATE SIGNED <b>NOV 24 1975</b>

26 SEP 1975

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF 4

1. AMENDMENT/MODIFICATION NO. 3  
2. EFFECTIVE DATE see #19  
3. REQUISITION/PURCHASE REQUEST NO.  
4. PROJECT NO. (If applicable) 932-17-570-602

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) *Ed Thomas*  
*Mary King*

7. CONTRACTOR NAME AND ADDRESS  
UNIVERSITY OF SINGAPORE  
Bukit Timah Road  
Singapore 10

8. AMENDMENT OF SOLICITATION NO. \_\_\_\_\_  
DATED \_\_\_\_\_ (See block 9)  
MODIFICATION OF CONTRACT/ORDER NO. AID/CM/pha-C-73-36  
DATED 7/1/73 (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)

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 Federal 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  
1. Cover Page  
From the sentence that begins "this Contract consists of ..." delete "7-72" and insert in lieu thereof "9-74".  
2. Schedule - General Provisions  
Delete in its entirety the sentence that begins "The General Provisions applicable ..." and insert in lieu thereof "The General Provisions applicable to this contract consist of Form AID 1420-41C entitled 'General Provisions, Cost Reimbursement Type Contract,' dated 9/74 and Form AID 1420-41D entitled

13.  CONTRACTOR'S SIGNATURE IS NOT REQUIRED  CONTRACTOR'S SIGNATURE IS REQUIRED TO BE AFFIXED TO THIS AMENDMENT AND RETURN TO THE ISSUING OFFICE  
14. NAME AND TITLE OF CONTRACTOR UNIVERSITY OF SINGAPORE  
BY *[Signature]*  
15. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) REGINALD QUAHE  
DEPUTY VICE-CHANCELLOR  
16. DATE SIGNED SEP 24 1975  
17. NAME OF CONTRACTING OFFICER (Type or print) GERALD P. GOLD  
18. DATE SIGNED SEP 24 1975

25

'Additional General Provisions, Cost Reimbursement Type Contract,' dated 7/74."

3. Article III - Key Personnel

Delete "J. Salmon Laboratory Studies Coordinator" and insert in lieu thereof "John A. Salmon Research Fellow-Biochemist".

4. Article XI - Alterations In Contract

The following changes are made to this Article

A. (1) From "A" delete "(7-72)" and insert in lieu thereof "(9-74)".

(2) Add to "A" "Provision #42 - Employment of the Handicapped".

B. (1) From "B" delete "(7-72)" and insert in lieu thereof "(9-74)".

(2) Delete all of the Additional General Provisions listed

under "B" and add the following:

Provision #5 - Title to and Care of Property

Provision #6 - Marking

Provision #8 - Differential and Allowances

Provision #10 - Orientation and Language Training

Provision #13 - Post Privileges .

Provision #15 - Notice of Changes in Regulations

C. (1) Delete in its entirety "C.3", "GP#43, Payment of Interest on Contractor's Claims, Attachment D"

(2) Add the following as "C.9"

"C.9 Add the following language immediately following the heading

(a) International Travel of Additional General Provision #3. Travel Expenses (September 1974)

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

(3) Add the following as "C.10"

"C.10 In accordance with paragraph (a) of Additional General Provision #3, entitled Travel Expenses, whereunder the Contractor may not send individuals outside 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 these 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."

(4) Add the following as "C.11"

"C.11 Abortion-Related Activities

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

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

**GENERAL PROVISIONS**  
**Cost Reimbursement Type Contract**

**INDEX OF CLAUSES**

- |  |   |
|--|---|
| <ol style="list-style-type: none"><li>1. Definitions</li><li>2. Changes</li><li>3. Biographical Data</li><li>4. Leave and Holidays</li><li>5. Travel and Transportation Expenses</li><li>6. Standards of Work</li><li>7. Inspection</li><li>8. Limitation of Cost</li><li>9. Allowable Cost, Fixed Fee, and Payment</li><li>10. Negotiated Overhead Rates</li><li>11. Assignment of Claims</li><li>12. Examination of Records by Comptroller General</li><li>13. Price Reduction for Defective Cost or Pricing Data</li><li>14. Audit</li><li>15. Subcontractor Cost and Pricing Data</li><li>16. Reports</li><li>17. Source Requirements of Procurement of Equipment, Vehicles, Materials, Supplies, and Services</li><li>18. Subcontracts and Purchase Orders</li><li>19. Government Property</li><li>20. Utilization of Small Business Concerns</li><li>21. Utilization of Labor Surplus Area Concerns</li><li>22. Insurance—Liability to Third Persons</li></ol> | <ol style="list-style-type: none"><li>23. Termination for Default or for Convenience of the Government</li><li>24. Excusable Delays</li><li>25. Stop Work Order</li><li>26. Disputes</li><li>27. Authorization and Consent</li><li>28. Notice and Assistance Regarding Patent and Copyright Infringement</li><li>29. Patent Provisions and Publication of Results</li><li>30. Rights in Data</li><li>31. Release of Information</li><li>32. Equal Opportunity</li><li>33. Convict Labor</li><li>34. Walsh-Healey Public Contracts Act</li><li>35. Officials Not to Benefit</li><li>36. Covenant Against Contingent Fees</li><li>37. Language, Weights and Measures</li><li>38. Security Requirements</li><li>39. Utilization of Minority Business Enterprises</li><li>40. Listing of Employment Openings</li><li>41. Payment of Interest on Contractors' Claims</li><li>42. Employment of the Handicapped</li><li>43. Notices</li></ol> |
|--|---|

**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

## 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.

26 SEP 1975

ORIGINAL

7 NOV 1975  
Mary Terry #11/100

STANDARD FORM 30, JULY 1966 GENERAL SERVICES ADMINISTRATION FED. PROC. REG. (41 CFR) 1-16.101		AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		PAGE 1	OF 1
1. AMENDMENT/MODIFICATION NO. 2		2. EFFECTIVE DATE See #19		3. REQUISITION/PURCHASE REQUEST NO.	
4. PROJECT NO. (If applicable)		6. ADMINISTERED BY (If other than block 5) CODE			
3. ISSUED BY Agency for International Development Office of Contract Management Central Operations Division PHA Branch Washington, D.C. 20523		7. CONTRACTOR NAME AND ADDRESS CODE FACILITY CODE University of Singapore Bukit Timah Road Singapore 10 (Street, city, county, state, and ZIP Code)			
8. AMENDMENT OF SOLICITATION NO. DATED (See block 9)		MODIFICATION OF CONTRACT/ORDER NO. AID/CM/pba-C-73-36 DATED 06/29/73 (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)					
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 <u>Foreign Assistance Act of 1961, as amended and Executive Order No. 11223</u> It modifies the above numbered contract as set forth in block 12.					
12. DESCRIPTION OF AMENDMENT/MODIFICATION From the Contract Statement of Work, <u>IV. AID Policy For Protection of the Individual as a Research Subject</u> delete the paragraph that begins, "Guidance on procedures..." and insert in lieu thereof, "Guidance on procedures for the Protection of Human Subjects shall be in accordance with the U.S. Department of Health, Education, and Welfare policy and regulations, Subtitle A. of Title 45 of The Code of Federal Regulations. Compliance with these prodedures except as modified above is required."					
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 UNIVERSITY OF SINGAPORE BY: <i>[Signature]</i> (Signature of person authorized to sign)			17. UNITED STATES OF AMERICA BY: <i>[Signature]</i> (Signature of Contracting Officer)		
15. NAME AND TITLE OF SIGNER (Type or print) Reginald Quahe DEPUTY VICE-CHANCELLOR		16. DATE SIGNED		18. NAME OF CONTRACTING OFFICER (Type or print) GERALD P. GOLD	
				19. DATE SIGNED SEP 24 1975	

4. AMENDMENT/MODIFICATION NO. <u>1</u> under Contract AID/CM/pha-C-73-36	7. EFFECTIVE DATE upon signature	3. REQUISITION/PURCHASE REQUEST NO. Memo from Tech Office	932-17-570-602
ISSUED BY Agency for International Development Office of Contract Management Contract Operations Division Office of Contract Management 20523	6. ADMINISTERED BY (If other than block 5) Issuing Office	28 MAY 1974	

7. CONTRACTOR NAME AND ADDRESS  University of Singapore Bukit Timah Road Singapore, 10	8. AMENDMENT OF SOLICITATION NO. <u>1</u>  DATED _____ (See block 9) MODIFICATION OF CONTRACT/ORDER NO. <u>AID/CM/ pha-C-73-36</u>  DATED _____ (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 3 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)

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

12. DESCRIPTION OF AMENDMENT/MODIFICATION

ARTICLE 16 - REPORTS

The Contractor shall provide the following additional information as part of Semi-Annual progress reports; paragraph (a)(2):

A). An accounting of all personnel including consultant utilized under the contract during the report period as follows:

1. Name of person
2. Title of position
3. Effort in man months or fraction thereof
4. Salary for this period
5. Consultant by name, hours, or days worked as appropriate, and fees paid
6. In the case of new personnel, the date brought on board.

B). The total amount paid for 1) Salaries, 2) Fringe Benefit, 3) Overhead and 4) Other fees which are based on salary paid.

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 BY <u>R. Quaha</u> (Signature of person authorized to sign)	17. UNITED STATES OF AMERICA BY <u>Gerald P. Gold</u> (Signature of Contracting Officer)
--	--

15. NAME AND TITLE OF SIGNER (Type or print) R. Quaha, Deputy Vice-Chancellor University of Singapore.	18. DATE SIGNED 4.5.74	19. NAME OF CONTRACTING OFFICER (Type or print) Gerald P. Gold	19. DATE SIGNED MAY 13 1974 32
--	---------------------------	---	-----------------------------------

M. Perry - PNA / POP/R  
Tanner

ORIGINAL

**COST REIMBURSEMENT TYPE CONTRACT**

AGENCY FOR INTERNATIONAL DEVELOPMENT  
NEGOTIATED CONTRACT NO. AID/CM/pha-G-73-36

CONTRACT TYPE

NEGOTIATED PURSUANT TO THE FOREIGN ASSISTANCE ACT OF 1961, AS AMENDED, AND EXECUTIVE ORDER 11223 AMOUNT \$475,000.00

CONTRACT FOR: Research on Prosta- Project No. 932-17-570-602

glandins in relation to human reproduction.

ISSUING OFFICE (Name and Address)

Office of Contract Management  
Central Operations Division -  
HPA Agency for International  
Development, Washington, D.C.  
20523.

CONTRACTOR (Name and Address)

UNIVERSITY OF SINGAPORE

NAME

BUKIT TIMAH ROAD

STREET ADDRESS

SINGAPORE

CITY, STATE AND ZIP CODE

ADMINISTRATION BY

Issuing Office

COGNIZANT SCIENTIFIC/TECHNICAL OFFICE

PHA/POP/R

MAIL VOUCHERS (Original & 3 copies)

TO: Office of Financial Manage-  
ment Agency for International  
Development Washington, D.C.  
20523

ACCOUNTING AND APPROPRIATION DATA

PIO/T NO. 932-17-570-602-3231004

APPROPRIATION NO. 72-1131007

ALLOTMENT NO. 307-32-099-00-23-31

EFFECTIVE DATE July 1, 1973

ESTIMATED COMPLETION DATE June 30, 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"/>	Non-Profit Educational Institution
<input type="checkbox"/>	CORPORATION, INCORPORATED IN THE STATE OF REPUBLIC OF SINGAPORE		

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 13 Pages, including the Table of Contents and the General Provisions (form AID 1420-41C, dated 7-72).

NAME OF CONTRACTOR

UNIVERSITY OF SINGAPORE

UNITED STATES OF AMERICA  
AGENCY FOR INTERNATIONAL  
DEVELOPMENT

BY (Signature of authorized individual)

BY (Signature of Contracting Officer)

TYPED OR PRINTED NAME

Reginald Quahe

TYPED OR PRINTED NAME

TITLE

DEPUTY VICE-CHANCELLOR

CONTRACTING OFFICER

DATE

JUN 19 1973

DATE

JUN 29 1973

SCHEDULE  
COST REIMBURSEMENT TYPE CONTRACT

Contract No.

TABLE OF CONTENTS

SCHEDULE

The Schedule consists of this Table of Contents and the following Articles:

- Article I - STATEMENT OF WORK
- Article II - TECHNICAL DIRECTIONS
- Article III - KEY PERSONNEL
- Article IV - LEVEL OF EFFORT
- Article V - PERIOD OF CONTRACT
- Article VI - ESTIMATED COST AND FINANCING
- Article VII - BUDGET
- Article VIII - COSTS REIMBURSABLE
- Article IX - PERSONNEL COMPENSATION
- Article X - SPECIAL PROVISIONS
- Article XI - ALTERATIONS IN CONTRACT

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, and form AID 1420-41D entitled "Additional General Provisions - Cost Reimbursement Type Contract," dated 7/72, which includes provisions 1 through 14.

## SCHEDULE

### ARTICLE I - STATEMENT OF WORK

For a period as hereinafter set forth in the Schedule, the Contractor shall make available and employ its research and development facilities and personnel at the level of effort hereinafter set forth, and shall perform research on prostaglandins in relation to human reproduction as more specifically described in Exhibit A, "Statement of Work" which is attached hereto and made a part hereof.

### ARTICLE II - TECHNICAL DIRECTIONS

Performance of the work hereunder shall be subject to the technical directions of the cognizant A.I.D. Scientific/Technical Office indicated on the Cover Page. As used herein, "Technical Directions" are directions to the Contractor which fill in details, suggest possible lines of inquiry, or, otherwise complete the general scope of the work. "Technical Directions" must be within the terms of this contract and shall not change or modify them in any way.

### ARTICLE III - KEY PERSONNEL

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

<u>Name</u>	<u>Title</u>
Sultan M. M. Karim	Principle Investigator
S. S. Ratnam	Clinical Coordinator
J. SALMON	Laboratory Studies Coordinator
TO BE NAMED	Obstetrician/Gynecologist

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 - LEVEL OF EFFORT

A. The level of effort for the performance of this contract shall be 648 total man-months of direct labor at an average rate of approximately 18 man-months per month.

B. The estimated composition of the total man-months of direct labor is as follows:

	No. Man-Months
Key Personnel	72
Other Personnel:	
Scientists	72
Laboratory Attendants	144
Technicians	108
Research Assistants	72
Other	180
	<hr/>
	648
	<hr/>

36

C. It is understood and agreed that the rate of man-months per month may fluctuate in pursuit of the technical objective provided such fluctuation does not result in the utilization of the total man-months of effort prior to the expiration of the term hereof, and it is further understood and agreed that the number of man-months of effort for any classification except for the man-months of the Key Personnel may be utilized by the Contractor in any other direct labor classification if necessary in the performance of the work.

D. The Contracting Officer may, by written order, direct the Contractor to increase the average monthly rate of utilization of direct labor to such an extent that the total man-months of effort, specified above, would be utilized prior to the expiration of the term hereof. Any such order shall specify the degree of acceleration required and the revised term hereof resulting therefrom.

#### ARTICLE V - PERIOD OF CONTRACT

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

B. In the event that the Contractor fails to furnish the level of effort set forth herein for the specified term, then the Contracting Officer may require the Contractor to continue performance of the work beyond the estimated completion date until the Contractor has furnished the specified level of effort or until the estimated cost of the work for such period shall have been expended.

ARTICLE VI - ESTIMATED COST AND FINANCING

A. ESTIMATED COST

The Contractor will be reimbursed for costs incurred by it in performing services hereunder in accordance with the provisions of Article VII, "Budget", and Article VIII, "Costs Reimbursable", subject to the following limitations made in respect thereto:

- |  |               |
|--|---------------|
| 1. Total AID commitment subject to limitations expressed in Article VII        | \$ 475,000.00 |
| 2. Estimated additional financing which may be provided if funds are available | -0-           |
| <hr/>  |               |
| TOTAL  | \$ 475,000.00 |
| 3. Advance of funds  | \$ 100,000.00 |

B. ADVANCE PAYMENT

1. At the request of the Contractor, and subject to the conditions hereinafter set forth the Agency for International Development shall make an advanced payment to the Contractor in the amount of \$100,000.

2. To request the advanced payment, the Contractor must submit Voucher Form SF-1034 (original) and three copies of SF-1034(a), properly executed, to the paying office indicated on the Cover Page of this contract.

3. The advanced payment, upon receipt of authorized SF-1034, will be deposited with the Contractor's special account as designated on the SF-1034. All receipts and disbursements against the advanced payment, shall be recorded by the Contractor's accounting records.

The records thereof shall be preserved and be subject to inspection and audit in accordance with the provisions of the General Provision, entitled "Audit and Records".

4. Vouchers for expenditures, which shall be marked "NO PAY" by the Contractor before submission, will not be reimbursed, but will be applied to liquidate the outstanding advance. The Contractor shall refund the difference to the Controller of A.I.D. in accordance with subparagraph 6 below.

5. These funds may be withdrawn by the Contractor solely for the purposes of making payments for items of allowable cost or to reimburse the Contractor for such items of allowable cost, and for such other purposes as the Contracting Officer may approve in writing. Any interpretation required as to the proper use of funds shall be made in writing by the Contracting Officer.

6. The Contractor shall pursuant to General Provisions Clause 9, entitled "Allowable Cost, Fixed Fee, and Payment", make repayment to A.I.D. of all unexpected portions of the advanced dollar funds which are not obligated under the contract at the time of submission of the "final voucher". In the event that there are such outstanding obligations, a subsequent accounting with respect thereto shall be made in the same manner as prescribed by the said General Provision 9.

7. No interest shall be charged for advance payments made hereunder.

8. The terms of this contract shall be considered adequate security for advance payments hereunder, except that if at any time the Contracting Officer deems the security furnished by the Contractor to be inadequate, the Contractor shall furnish additional security as may be satisfactory to the Contracting Officer.

ARTICLE VII - BUDGET

The following budget sets limitations for reimbursement of dollar costs for individual line items. Without the prior written approval of the Contracting Officer, the Contractor may not exceed the grand total set forth in the budget hereunder nor may the Contractor exceed the dollar costs for any individual line item by more than 15% of such line item.

BUDGET

<u>Category</u>	<u>Amount</u>
Salaries and Wages .....	\$ 210,000.00
Consultant Fees .....	25,000.00
Travel and Transportation .....	10,000.00
Other Direct Costs .....	99,750.00
Equipment and Materials .....	130,250.00
	<hr/>
Grand Total	\$ 475,000.00

ARTICLE VIII - COSTS REIMBURSABLE

A. 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 - PERSONNEL COMPENSATION

A. Limitations

Compensation of personnel which is charged as a direct cost under this contract, like other costs, will be reimbursable in accordance with the Schedule Article entitled "Costs Reimbursable" and the General Provision entitled "Allowable Cost, Fixed Fee, and Payment", and other applicable provisions of this contract but subject to the following additional specified understandings which set limits on items which otherwise would be reasonable, allocable, and allowable.

1. Approvals

Salaries and wages may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees, which will be certified to by the Contractor, nor may any individual salary or wage, without approval of the Contracting Officer, exceed the employee's current salary or wage or the highest rate of annual salary or wage received during any full year of the immediately preceding three years, provided that if the work is to be performed by employees serving overseas for a period in excess of one year, the normal base salary may be increased in accordance with Contractor's established policy and practice, but not to exceed 10 percent of base U.S. salary excluding benefits. There is a ceiling on reimbursable salaries and wages paid to a person employed

directly under the contract of the maximum salary rate of FSR-1 (or the equivalent daily rate of the maximum FSR-1 salary, if compensation is not on an annual basis), unless advance written approval is given by the Contracting Officer.

2. Salaries During Travel

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

3. Return of Overseas Employees

Salaries and wages paid to an employee serving overseas who is discharged by the Contractor for misconduct or security reasons will in no event be reimbursed for a period which extends beyond the time required to return him promptly to his point of origin by the most expeditious air route plus accrued vacation leave.

4. Merit or Promotion Increase

Merit or promotion increases may not exceed those provided by the Contractor's established policy and practice. 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 200 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 preceeding 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 Officer Class 1 is determined by dividing the annual salary by 260 days.

6. Third Country and Cooperating Country Nationals

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

7. Work Week

The work week for the Contractor's nonoverseas employees shall not be less than the established practice of the Contractor.

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 X - SPECIAL PROVISIONS

A. The Contractor will obtain the prior written approval of AID/PHA/POP on the selection of all key personnel, other professional personnel, consultants, and fellows to work on this project, with or without compensation.

B. The Contractor will obtain the written approval of AID/PHA/POP prior to entering into any collaborative arrangements with any individuals, institutions, clinics, etc. for work under this contract. Where clinical trials are involved, the special provisions pertaining to clinical testing are applicable.

C. The Contractor will provide AID/PHA/POP with the opportunity to review and provide comments on any proposed publication, prior to its publication, which pertains to work developed in connection with this contract in accordance with the general provisions.

D. The rights to all data and publications on work developed in connection with this contract will be in accordance with the general provisions of this contract.

E. Unless A.I.D. shall otherwise agree in writing, equipment and related services procured under this contract shall be of U.S. source and origin.

F. All permanent equipment purchased under this contract shall be titled to the U.S. government. However, the General Provision clause entitled "Government Property Clause for Cost-Reimbursement Contracts with Nonprofit and Educational Institutions" notwithstanding, title to vehicles purchased under this contract shall be vested with the Contractor until such time as the contract shall be completed or otherwise terminated in accordance with other provisions of this contract. At the completion of the Contract title to all vehicles shall revert to the Government or disposed of by the Contractor in accordance with instructions from the Contracting Officer.

G. Within the requirements set forth in Article IX A.6, the Contractor may employ qualified third country nationals for direct-hire and consultant positions. The prior concurrence of AID/TA/POP shall be obtained by the Contractor for the employment of each third country national selected for a professional or consultant position under this contract.

H. The Contractor in the performance of the requirements under this contract may enter into subcontracts and other purchasing agreements for the procurement of services from sources in the Special Free World which are necessary and essential to the objectives of this contract. (Waiver PHA/POP 74-047, dated May 7, 1973).

Such purchasing agreements shall be within the budgetary limits set forth in the budget and in accordance with other provisions of this contract.

I. Pursuant to "Additional General Provisions", Clause 3 (d) the Contracting Officer hereby approves travel between the Republic of Singapore and Malaysia. No additional approval is required. This approval applies on to travel between these two countries. Any other international travel will require prior approval of the Contracting Officer.

ARTICLE XI - ALTERATIONS IN CONTRACT

The following alterations have been made in the provisions of this contract.

A. The following are hereby deleted from the A.I.D. 1420-41C(7-72):

Provision #10 - Negotiated Overhead Rate

Provision #19 - Government Property

Provision #20 - Utilization of Small Business Concerns

Provision #21 - Utilization of Labor Surplus Area Concerns

Provision #30 - Rights in Data

Provision #31 - Release of Information

Provision #32 - Equal Opportunity

Provision #34 - Walsh-Healey Public Contracts Act

Provision #39 - Utilization of Minority Business Enterprises

Provision #40 - Listing of Employment Openings

B. The following are hereby deleted from AID 1420-41D(7-72):

Provision # 4 - Title to and Care of Property

Provision # 5 - Marking

Provision # 7 - Allowances

Provision #9 - Orientation and Language Training

Provision #12 - Miscellaneous

Provision # 14 - Notice of Changes in Regulations

C. The following additional alterations have been made in the provisions of this contract.

1. In General Provision No. 9, delete all reference to "Fixed-fee".
2. In General Provision No. 9, Paragraph (a) (1) (ii), delete the reference to Subpart 1-15.2 of the Federal Procurement Regulation and insert, in lieu thereof "Subpart 1-15.3 (Principles for Determining Applicable Costs Under Research Contracts with Educational Institutions)".
3. Add General Provision No. 43, entitled "Payment of Interest on Contractor's Claims", attached hereto as Attachment D.
4. Add the Clause, entitled "Government Property Clause for Cost-Reimbursement Contracts with Nonprofit and Educational Institutions (7-13.705)".
5. Add the Clause, entitled "Rights in Data and Publication."
6. Add the Clause, entitled "Patent Provisions and Publication of Results (May 1973)".
7. In "Additional General Provision" No. 2(a) "Vacation Leave" delete the number "2b" and substitute there for "28".
8. In "Additional General Provision" No. 2(b) "Sick Leave" delete the number "13" and substitute there for "60".

FUNDS OBLIGATED	
Approp. No.	72-113147
Allot. No.	207-37699-01331
Obl. No.	323/688-01-2190
Amount \$	475,000.00
Proj. No.	13217-52-607-23
By	[Signature] FH/CSD
Date	6/10/73

STATEMENT OF WORK  
RESEARCH ON PROSTAGLANDINS IN RELATION  
TO HUMAN REPRODUCTION

I. OBJECTIVE

The objective of this project is the accomplishment of a research program essential to the further development and testing of the value of prostaglandins as a means of fertility control. The program, in accomplishment of the objective, will involve an investigation into the physiological roles, pharmacological actions and clinical applications of some naturally occurring prostaglandins and their synthetic analogues. New formulations and routes of administration will be developed and tested. Special studies on the safety of prostaglandins will examine their effects on cardiovascular, gastro-intestinal, hematological, endocrine and ocular systems. The evaluation of the physiological role of prostoglandins in relation to human reproduction and their mechanism of action will involve the measurements of prostoglandin, steroid hormones (estrogens, progesterones), L.H., F.S.H., and H.C.G. in pregnant and nonpregnant subjects. The program will allow for an extension and continuation of clinical trials of prostoglandins as a means of pregnancy termination and as a once-a-month means of fertility control. To disseminate prostaglandin technology and methods, fellows from other countries will be trained, and collaborative clinical trials of these substances as abortafacients and contraceptives will be conducted.

II. SCOPE OF WORK

Under the direction and leadership of the Principal Investigator, the Contractor will conduct a three year program of scientific research.

A. Work Plan

1. To conduct clinical trials of prostaglandins for termination of second trimester pregnancy.
2. To conduct clinical trials of prostaglandins for termination of first trimester pregnancy.

3. To explore the use of prostaglandins for termination of very early pregnancy.
4. To investigate the mechanism of action of prostaglandins.
5. To conduct studies of the side effects of prostaglandins.
6. To train fellows and collaborate with scientists.

Studies 1 through 5 will be mainly restricted to naturally occurring prostaglandins and their analogs that have already been screened for their pharmacological (including abortifacient) effects in laboratory animals and in man. These include:

- a. Naturally occurring Prostaglandins  $A_1$ ,  $A_2$ ,  $B_1$ ,  $B_2$ ,  $E_2$ ,  $F_2^{\alpha}$ , their salts and simple esters.
- b. Synthetic analogs modified in 15, 16, and 17 positions of the above prostaglandins.

The compounds will either be synthesized at the University of Singapore or made available by other scientists or by industry.

Written approval of AID/PHA/POP is required prior to the introduction into clinical studies of any natural prostaglandins or synthetic analogs (except  $PGE_2$  and  $PGF_2^{\alpha}$ ). Special provisions pertaining to human testing are applicable to all clinical studies conducted under the contract.

B. Expected End Results

1. Development of simple, safe and practical methods for the termination of pregnancy throughout the gestation.
2. A better understanding of the mechanism of action of prostaglandins.

C. Methodology

1. Clinical trials of prostaglandins for termination of second trimester pregnancy

As prostaglandins are already well established as effective abortifacients, efforts will focus to improve formulations, simplify administration and provide longer duration of action. Formulations will be studied to achieve appropriate absorption and drug availability after administration by various routes. Primary emphasis

will be to make the intra-amniotic route of administration simpler and more practical by developing a single injection method. This clinical trial will include approximately 50 women in the second trimester of pregnancy.

2. Clinical trials of prostaglandins for termination of first trimester pregnancy (6-13 weeks gestation)

The efficacy of prostaglandins  $E_2$  and  $F_2^{\alpha}$  for the termination of first trimester pregnancy has been established; however the method does not currently compete favorably with the vacuum aspiration technique because of side effects, the need for repeated administration, and the incidence of incomplete abortion. As with the second trimester studies, efforts will focus to improve formulation and simplify administration to achieve appropriate absorption and drug availability. Emphasis will be to develop an effective single intramuscular or extra-amniotic injection.

3. Exploration of the use of prostaglandins for termination of very early pregnancy (from the time of implantation to 2 weeks after the expected date of onset of menstruation)

The maintenance of early pregnancy (during 3-4 weeks after implantation) is dependent upon the synthesis of progesterone by a persistent corpus luteum. Prostaglandins  $E_2$  and  $F_2^{\alpha}$  have been shown to have a luteolytic action in several animal species, but not in man.

a. It is possible because of the rapid metabolism and inactivation of the naturally occurring prostaglandins in man that these compounds do not reach the ovary in sufficient concentration. Thus, prostaglandin analogs which are not readily metabolized and have a longer half life may have luteolytic action. This study will involve two groups of women.

1. Non-pregnant women during the rising phase of progesterone synthesis.

2. Women after the first positive pregnancy test

(during 2 weeks after expected day of menstruation).

- b. The prostaglandin analogs will be administered by intravenous or/and intramuscular routes and the following parameters will be examined:
1. Blood levels of progesterones, estrogens, L.H., F.S.H. and H.C.G.
  2. Any effect on the cycle length in non-pregnant women.
  3. Termination of pregnancy in pregnant women.

If it can be established that early pregnancy can be terminated with prostaglandin analog (by luteolytic or other mechanism) the preliminary study will be extended into a clinical trial involving 100 women.

4. Investigation of the mechanism of action of prostaglandins

The following studies will be carried out:

- a. Termination of early pregnancy (up to 6 weeks from the last menstrual period) may be due to interference with the synthesis of progesterone by the corpus luteum.
- b. Termination of the pregnancy after 6 weeks may be due to interference with the synthesis of progesterone and other hormones by the placenta or by a direct stimulant action on the uterus.

Studies a and b may be conducted in conjunction with the clinical studies described above, and will involve measurement of serum progesterone, estrogens, H.C.G., L.H. and F.S.H. before, during and after prostaglandin treatment.

- c. The relationship between corpus luteum function and prostaglandin levels in blood obtained from ovarian veins will be investigated in non-pregnant women. Samples of blood will be obtained only from patients undergoing abdominal surgical procedure involving the ovary or the uterus.
- d. The physiological role of naturally occurring prostaglandins in spontaneous uterine contractions will be studied in vitro.

Isolated perfused strips of human uteri exhibit spontaneous activity. Prostaglandins are thought to be released in the perfusion fluid. The following investigation will be carried out: (i) Quantitative measurements of prostaglandins in the perfusate in relation to uterine activity; (ii) Study of the effect of drugs (Aspirin, Indomethacin) that interfere with prostaglandin synthesis on the spontaneous activity of isolated uteri.

5. Studies of the side effects of prostaglandins

- a. Cardiovascular: Prostaglandins and analogues will be given to males, non-pregnant females and to some women recommended for abortion. Parameters to be measured: systolic and diastolic pressure, heart rate, E.K.G., cardiac output, peripheral resistance. The mechanism of cardiovascular effects in animals and, if possible, in humans shall be studied.
- b. Gastro-intestinal: Gastro-intestinal motility and gastric acid secretion shall be studied before and after administration of prostaglandins by various routes. The mechanism of action in inhibiting gastric acid secretion will also be studied.
- c. Hematological effects: The following areas shall be studied on blood samples before and after incubation with prostaglandins, as well as on samples drawn from women receiving prostaglandins for termination of pregnancy: Platelet aggregation, coagulation function, clotting factors, cell count, cell morphology and fibrinolysis.
- d. Ocular: The following parameters shall be studied after administration of prostaglandins: Pupillary size and reaction, intraocular pressure, vascular changes in the iris, presence of ocular pain or headache.

6. Training of fellows and collaboration with scientists

Training of fellows from abroad and collaboration with interested scientists in other countries in conducting clinical trials with prostaglandins will be phased in during the contract. Written AID/PHA/POP approval is required for the selection of fellows and/or these collaborations.

Collaboration with other AID supported projects, especially at the Worcester Foundation and at Johns Hopkins University regarding prostaglandin and steroid assays, will be encouraged.

### III. REPORTS

All the requirements of General Provision 16 (a), (b), and (c) pertaining to reports are applicable to this contract. Comprehensive annual substantive progress reports and 6 month interim progress reports are required. The first annual report covering the accomplishments of the preceding 12 months shall be prepared in the format specified in ATTACHMENT A (6 pages), dated January 20, 1972. Five (5) copies shall be submitted to the Technical Officer, PHA/POP, AID, Washington, D.C. 20523, on or about January 15 of each year. The 6 month interim progress report is required on or about July 15 of each year. Five (5) copies shall be submitted to the AID Technical Officer and shall present descriptively the accomplishments and operations of the preceding 6 months.

### IV. AID POLICY FOR PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT

A. Safeguarding the rights and welfare of human subjects involved in research supported by A.I.D. is the responsibility of the institution to which support is awarded. It is the policy of A.I.D. that no work shall be initiated under a grant, award, or contract

for the support of research involving human subjects unless the research is given initial and continuing review and approval by an appropriate committee of the applicant institution. This review shall assure that (a) the rights and welfare of the individuals involved are adequately protected, (b) the methods used to obtain informed consent are adequate and appropriate, and (c) the risks and potential medical benefits of the investigation are assessed.

The institution must provide written assurance to A.I.D. that it will abide by this policy for all research involving human subjects supported by the A.I.D. This assurance shall consist of a written statement of compliance with the requirements regarding initial and continuing review of research involving human subjects and a description of the institution's review committee structure, its review procedures, and the facilities and personnel available to protect the health and safety of human subjects. In addition to providing the assurance, the institution must also certify to A.I.D. for each proposal involving human subjects that its committee has reviewed and approved the proposed research before any work may be initiated.

Since the welfare of the subject is a matter of concern to A.I.D. as well as to the institution, A.I.D. advisory groups, consultants and staff may independently review all research involving human subjects, and prohibit research which presents unacceptable hazards. This provision, however, shall not derogate in any manner from the responsibility of the institution set forth herein.

All of the above provisions apply to any research involving human subjects conducted outside of the United States, and in addition such overseas research

will conform to legal and other requirements governing human research in the country where it is conducted.

In addition to the procedures set forth above, studies with unmarketed drugs will be carried out in compliance with provisions applicable to such studies in the country where such studies are conducted. In the United States, the regulations of the Food and Drug Administration will be followed and evidence of such compliance provided to A.I.D.

Guidance on procedures to safeguard human subjects in research is found in the document "The Institutional Guide to DHEW Policy on Protection of Human Subjects," dated December 1, 1971. Compliance with these procedures except as modified above is required.

- B. In addition to the requirements set forth in A above, the following provisions pertaining to clinical trials are also required.
1. All clinical trials conducted under this contract in Singapore will be in accordance with standards set by Singapore University and with general practices and legal requirements for human testing in Singapore.
  2. Before human trials are conducted by any collaborating individuals, clinics, hospitals, institutions, etc., under this contract, the written approval of AID/PHA/POP must be obtained. If approved, the Contractor will assure that they are carried out in accordance with practices and legal requirements of the country in which they are conducted. All the above special provisions pertaining to human testing and reporting of data will apply.
  3. Written approval of AID/PHA/POP is required prior to the introduction into clinical trials of any natural prostaglandins or synthetic analogs (except PGE<sub>2</sub>)

PGF<sub>2</sub>α)

Studies with "unmarketed drugs" will be carried out in accordance with provisions applicable in the country where the study is conducted. It is expected that adequate margin for safety can be documented.

4. The principal investigator (or his designee) will notify AID/PHA/POP immediately of any serious untoward effect.
5. AID/PHA/POP will have the authority to suspend any on-going clinical trial under this contract at any time it may judge this action to be in the best interest of safety and medical practice.

January 20, 1972

GUIDELINES FOR PREPARATION  
OF THE  
RESEARCH ANNUAL REPORT

The attached guidelines suggest the format and the detail for annual research reports that are required in all research contracts. The research contractor will submit thirty-five copies of the report with appendices to the A.I.D. Project Manager. The A.I.D. Project Manager will submit two copies to TA/RUR and two copies to the A.I.D. Reference Center.

The outline should prove useful to the contractor in preparing the report, and provide an improved basis for annual project reviews. The contractor is encouraged to develop a self-contained report as outlined below in approximately fifteen double-spaced pages. Additional material may be annexed as necessary for a comprehensive report. The fifteen page report is intended to provide a barebones statement of the effectiveness of research resources and methods in producing research results according to annual work plans, and the significance of these research results for the solution of the problem being addressed. Annexed material is essential for a critical review of assertions regarding findings, significance, etc.

REPORT SUMMARY 1/

- A. 1. Project Title and Contract Number:  
2. Principal Investigator, Contractor and Mailing Address:  
3. Contract Period (as amended): 2/ from \_\_\_\_\_ to \_\_\_\_\_  
4. Period covered by Report: from \_\_\_\_\_ to \_\_\_\_\_  
5. Total A.I.D. funding of contract to date:  
6. Total expenditures and obligations through previous contract year: 3/  
7. Total expenditures and obligations for current year: 3/  
8. Estimated expenditures for next contract year:
- B. Narrative Summary of Accomplishments and Utilization

(In this space provide a concise statement of the principal accomplishments during (1) the period of the report and (2) life of the project in relation to research objectives and actual or potential operational significance.

This information does not substitute for a full discussion of the same points required in the body of the Annual Research Report as outlined below.)

- 1/ "Report Summary": Statistical Information (Item A) and the Narrative Summary of Accomplishments (Item B) should be reported on a single page. This page will be for general public use as well as project management purposes, and should be written for a general rather than a technical audience.
- 2/ Item 3 - Contract Period (as amended): Report the original date of the contract and closing date as prescribed by the contract or any amendment thereto.
- 3/ Items A 6-8: These items refer to expenditures including firm obligations by the contractor. Obligations are the contractor's legal but unpaid commitments, i.e., subcontracts, purchase orders, etc.; and other related accruals through the end of the reporting period. A "contract year" is one between anniversary dates of the contract.

## ANNUAL RESEARCH REPORT

### A. General Background

Prepare a concise statement that provides the background and rationale that led to the initiation of the project. This summary should state the nature and importance of the problem to which the research is addressed, and the rationale that links the research activity to the problem.

### B. Statement of Project Objectives as Stated in the Contract

The purpose of this section is to record in a precise and concise way the objectives of the research project. The objectives as stated in the contract may have been interpreted, expanded or further defined in other documents and mutually agreed to by A.I.D. and the contractor. This section should reflect the contractual objectives as modified by these supplementary understandings.

### C. Continued Relevance of Objectives

Does your research to date, or other circumstances, indicate a need for modification of project objectives as stated in the contract? If so, in what respects?

### D. Accomplishments to Date

1. Findings: Provide a statement of the principal and significant findings and other accomplishments for the reporting period as they relate to the anticipated results in the year's work plan. (See material for the year similar to that requested in G.1. below for the coming year.)

Discuss the operational significance of the findings of the current year's research for attainment of project objectives as stated in Section B above. The discussion should include reference to existing knowledge, recent research findings by others, and cumulative findings and accomplishments of this project.

Also discuss side effects of the work, positive or negative. For example, do the findings to date suggest unexpected complications for the application of findings; do they suggest the need for more direct approaches to the problem than were originally anticipated; or is the research developing information and insights not expected in the scope of the work?

#### 2. Interpretation of Data and Supporting Evidence:

Summarize briefly the evidence and analysis that support the findings cited above. To permit a critical analysis of the evidence and analysis, expand as necessary in an appendix to each copy of the report.

3. **Research Design:** State briefly any significant modifications made in the research design prior to the current reporting period.

Are the present techniques, instruments or mode of inquiry appropriate and/or optimal for the study design? In view of the findings of the past year or your experience with the research measures employed, do you recommend modifying (1) the research design or (2) research techniques? For example, have there been special problems of data availability, sampling, data processing, or ineffective techniques? Have research findings revealed technical relationships that suggest a continuation of present methods or do they suggest a new approach?

E. Dissemination and Utilization of Research Results

1. Briefly describe efforts made under the contract to disseminate the results of the research project. Attach as appendices two lists: (1) a bibliographic list and an abstract not exceeding 200 words of papers and publications developed under the contract and (2) a list of short statements that identify each known use of materials produced by the project for seminars, conferences, translations, or as background material for speeches, policy statements, etc.

2. Cite evidence and cases known to you that findings of the research project are being used in LDCs, the U.S., or both, in training, direct application to the problem, etc.

3. Has the experience of the past year suggested new or more effective ways to expand the use of research results? If so, discuss the experience and as appropriate include proposed steps in the work plan (Item G below). Indicate whether your proposals can be carried out under current provisions of the contract, or would require new contract arrangements by A.I.D.

4. Discuss the extent and nature of considerations to involve LDC personnel and/or institutions as an appropriate activity of the project. If judged appropriate, discuss the kind and extent of LDC involvement in (a) planning the project, (b) the execution of the field work, (c) the analysis and reporting of results. Plans to involve LDCs in the future should be reflected in the work plan in Item G (4) below.

5. Under separate cover forward four copies of publications, seminar reports, translations and other materials representing efforts to disseminate results of the research project, and evidence of the results being utilized by LDC or U.S. people or institutions.

F. Statement of Expenditures and Obligations and Contractor Resources

Provide a statement of expenditures and obligations related to the budget plan for the year. This statement should show expenditure and obligations for each of the (1) major inputs (Personnel, equipment, travel, etc.) according to (2) the major accomplishments or work targets that had been planned for the year's work.

Identify significant problems or accomplishments in the progress of the project related to the volume, effectiveness, or scheduling of the manpower, equipment, travel, etc., made available by these expenditures.

Discuss significant changes or modifications in project management, in the staffing pattern, physical facilities, institutional environment, etc.

G. Work Plan and Budget Forecast for Coming Year

Taking into consideration the past year's progress and expenditures and the work remaining to be done over the life of the project, present a work plan and budget for the coming year.

1. anticipated accomplishments for the coming year.
2. procedures to be used and activities to be carried out.
3. significant factors that you anticipate that will promote or impede accomplishments.
4. a plan for dissemination and utilization of the expected results of the research in the U.S. and in LDCs as applicable.
5. a budget statement that shows planned expenditures for each of the major inputs (personnel, equipment, travel, LDC involvement, etc.) according to the major accomplishments, or work targets that are planned for the coming year's work.

H. Appendices

Reports of technical data and analyses (Par. D. 2)

A bibliographic list with abstracts of papers and publications (Par. E. 1)

A list of uses made of research findings and reports (Par. E. 1)

Other appendices as appropriate.

**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
13. Price Reduction for Defective Cost or Pricing Data
14. Audit and Records
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
25. Stop Work Order
26. Disputes
27. Authorization and Consent
28. Notice and Assistance Regarding Patent and Copyright Infringement
29. Patent Provisions and Publication of Results
30. Rights in Data
31. Release of Information
32. Equal Opportunity
33. Convict Labor
34. Walsh-Healey Public Contracts Act
35. Officials Not to Benefit
36. Covenant Against Contingent Fees
37. Language, Weights and Measures
38. Security Requirements
39. Utilization of Minority Business Enterprises
40. Listing of Employment Openings
41. Notices

**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

## 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 judgment by a court of competent jurisdiction, or (2) mailing to the Contractor of a supplemental agreement for execution either confirming completed negotiations or carrying out a decision of a board of contract appeals.

(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.

**Best Available Document**

# Best Available Document

## Government Property Clauses for Cost-Reimbursement Contracts with Nonprofit and Educational Institutions (7-13-705)

### (a) Government-furnished Property

The Government shall deliver to the Contractor, for use in connection with and under the terms of this Contract, the property described as Government-furnished property in the Schedule or specifications, together with such related data and information as the Contractor may request and as may reasonably be required for the intended use of such property (hereinafter referred to as "Government-furnished property"). The delivery or performance dates for the supplies or services to be furnished by the Contractor under this Contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet such delivery or performance dates. In the event that Government-furnished property is not delivered to the Contractor by such time or times, the Contracting Officer shall, upon timely written request made by the Contractor, make a determination of delay, if any, occasioned the Contractor and shall equitably adjust the estimated cost, fixed fee, or delivery or performance dates, or all of them, and any other contractual provisions affected by any such delay, in accordance with the procedures provided for in the clause of this Contract entitled "Changes". In the event that Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt thereof, notify the Contracting Officer of such fact and, as directed by the Contracting Officer, either (1) return such property at the Government's expense or otherwise dispose of the property or

(11) effect repairs or modifications. Upon completion of (i) or (ii) above, the Contracting Officer upon written request of the Contractor shall equitably adjust the estimated cost, fixed fee, or delivery or performance dates, or all of them, and any other contractual provision affected by the return or disposition, or the repair or modification in accordance with the procedures provided for in the clause of this Contract entitled "Changes". The foregoing provisions for adjustment are exclusive and the Government shall not be liable to suit for breach of Contract by reason of any delay in delivery of Government-furnished property or delivery of such property in a condition not suitable for its intended use.

(b) Changes in Government-furnished Property

(1) By notice in writing, the Contracting Officer may (i) decrease the property provided by the Government under this Contract, or (ii) substitute other Government-owned property for property to be provided by the Government, or to be acquired by the Contractor for the Government, under this Contract. The Contractor shall promptly take such action as the Contracting Officer may direct with respect to the removal and shipping of property covered by such notice.

(2) In the event of any decrease in or substitution of property pursuant to Subparagraph (1) above, or any withdrawal of authority to use property provided under any other contract or lease, which property the Government had agreed in the Schedule to make available for the performance of this Contract, the Contracting Officer, upon the written request of the Contractor (or, if the substitution of property causes a decrease in the cost of performance, on his own initiative), shall equitably adjust such contractual

provisions as may be affected by the decrease, substitution, or withdrawal, in accordance with the procedures provided for in the "Changes" clause of this Contract.

(c) Title

Title to all property furnished by the Government shall remain in the Government. In order to define the obligations of the parties under this clause, title to each item acquired by the Contractor pursuant to this Contract shall pass to and vest in the Government upon purchase. All Government-furnished property, together with all property acquired by the Contractor title to which vests in the United States Government under this paragraph, is subject to the provisions of this clause and is hereinafter collectively referred to as "Government Property". Title to Government property shall not be affected by the incorporation or attachment thereof to any property not owned by the Government, nor shall such Government property, or any part thereof, be or become a fixture or lose its identity as personalty by reason of affixation to any realty.

(d) Use of Government Property

The Government property shall, unless otherwise provided herein or approved by the Contracting Officer, be used only for the performance of this Contract.

(e) Maintenance and Repair of Government Property

The Contractor shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection and preservation of Government property so as to assure its full availability and usefulness for the performance of this Contract. The Contractor shall

take all reasonable steps to comply with all appropriate directions or instructions which the Contracting Officer may prescribe as reasonably necessary for the protection of the Government property.

The Contractor shall submit, for the review and written approval of the Contracting Officer, a records system for property control and a program for orderly maintenance of Government property.

(1) Property Control - The property control system shall include but not be limited to the following:

(i) Identification of each item of Government property acquired or furnished under the Contract, by a serially controlled identification number and by description of item. Each item must be clearly marked "Property of U.S. Government".

(ii) The price of each item of property acquired or furnished under the Contract.

(iii) The location of each item of property acquired or furnished under the Contract.

(iv) A record of any usable components which are permanently removed from items of Government property as a result of modification or otherwise.

(v) A record of disposition of each item acquired or furnished under the Contract.

(vi) Date of order and receipt of any item acquired or furnished under the Contract.

The official property control records shall be kept in such condition that at any stage of completion of the work under this Contract, the status of property acquired or furnished under this Contract may be

readily ascertained. A report of current status of all items of property acquired or furnished under the Contract shall be submitted yearly concurrently with the annual report.

(2) Maintenance Program - The Contractor's maintenance program shall be such as to provide for, consistent with sound industrial practice and the terms of the Contract: (i) disclosure of need for and the performance of preventive maintenance, (ii) disclosure and reporting of need for capital type rehabilitation, and (iii) recording of work accomplished under the program.

(A) Preventive Maintenance - Preventive maintenance is maintenance generally performed on a regularly scheduled basis to prevent the occurrence of defects and to detect and correct minor defects before they result in serious consequences.

(B) Records of Maintenance - The Contractor's maintenance program shall provide for records sufficient to disclose the maintenance actions performed and deficiencies discovered as a result of inspections.

A report of status of maintenance of Government property shall be submitted annually concurrently with the annual report.

(f) Risk of Loss

(1) The Contractor shall not be liable for any loss of or damage to the Government property, or for expenses incidental to such loss or damage, except that the Contractor shall be responsible for any such loss or damage (including expenses incidental thereto):

(1) which results from willful misconduct or lack of good faith on the part of any of the Contractor's directors or officers or on the part of any of his managers, superintendents, or other equivalent representatives,

# Best Available Document

who has responsibility or direction of all or substantially all of the Contractor's business, or all or substantially all of the Contractor's operations at any one plant, laboratory, or separate location in which this Contract is being performed;

(iv) which results from a failure on the part of the Contractor, due to the willful misconduct or lack of good faith on the part of any of his directors, officers, or other representatives mentioned in (a) above, (i) to interfere and obstruct, in accordance with sound business practice, the program for maintenance, repair, protection, and preservation of Government property as required by (a) above, or (ii) to take all reasonable steps to comply with any applicable written directives of the Contracting Officer under (a) above;

(v) for which the Contractor is otherwise responsible under the express terms of the clause or clauses designated in the schedule;

(vi) which results from a risk expressly required to be insured under some other provision of this Contract, but only to the extent of the insurance so required to be procured and maintained, or to the extent of insurance actually procured and maintained, whichever is greater; or

(vii) which results from a risk which is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement; provided that, if more than one of the above exceptions shall be applicable in any case, the Contractor's liability under any one exception shall not be limited by any other exception.

(2) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance, or any provision for a reserve, covering the risk of loss of or damage to the Government property, except to the extent that the Government may have required the Contractor to carry such insurance under any other provision of this Contract.

(3) Upon the happening of loss or destruction of or damage to the Government property, the Contractor shall notify the Contracting Officer thereof, shall take all reasonable steps to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the Government property in the best possible order, and furnish to the Contracting Officer a statement of:

(i) the lost, destroyed, and damaged Government property;

(ii) the time and origin of the loss, destruction, or damage;

(iii) all known interests in commingled property of which the Government property is a part; and

(iv) the insurance, if any, covering any part of or interest in such commingled property.

The Contractor shall make repairs and renovations of the damaged Government property or take such other action as the Contracting Officer directs.

(4) In the event the Contractor is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to the Government property, he shall use the proceeds to repair, renovate or replace the Government property involved, or shall credit such proceeds against the cost of the work covered by the Contract, or shall otherwise reimburse the Government.

# Best Available Document

as directed by the Contracting Officer. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any such loss, destruction, or damage, and upon the request of the Contracting Officer, shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

## (g) Access

The Government, and any persons designated by it, shall at all reasonable times have access to the premises wherein any Government property is located, for the purpose of inspecting the Government property.

## (h) Disposition of Government Property

Upon completion or expiration of this Contract, any Government property which has not been consumed in the performance of this Contract, or which has not been disposed of as provided for elsewhere in this clause, or for which the Contractor has not otherwise been relieved of responsibility, shall be disposed of in the same manner, and subject to the same procedures, as is provided in the clause of this Contract entitled "Termination for the Convenience of the Government" with respect to termination inventory. Pending final disposition of such property, the Contractor agrees to take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation thereof.

## (i) Communications

All communications issued pursuant to this clause shall be in writing.

RIGHTS IN DATA AND PUBLICATION (~~APRIL~~ <sup>MAY</sup> 1973)

## (a) Rights in Data

(1) The term "Data" as used herein includes writings, software, electronic or punch card stored data, models, sound recordings, pictorial reproductions, drawings, or other graphic representations, and works of any similar nature (whether or not copyrighted) which are developed or created in the course of the performance of this Contract, or from materials or information acquired as a result of this Contractor's activities hereunder. The term "Data" does not include financial reports, cost analyses, and other information incidental to contract administration. The term "software" means any computer programs with supporting documentation and specifications necessary to produce desired outputs. The term excludes programs supplied by the hardware manufacturer. The term "model" in this context means formal, analytic structures which describe certain interrelated aspects of economic, social, or political behavior. The complete model shall include supporting information and equations which describe and explain basic structure and assumptions.

"Subject Data" is Data which is specified to be delivered under this contract.

(2) For copyright purposes, all Subject Data shall be the property of the Government. The Contractor agrees not to assert any rights at common law or equity in Subject Data, nor to establish any claim to statutory copyright therein.

(3) The Contractor shall be responsible for assuring that no copyrighted matter is included in Data furnished hereunder without the written permission of the copyright owner for the Government to use such copyrighted matter in the manner described in (4) below.

(4) The Contractor agrees to grant and does hereby grant to the Government and its officers, agents and employees acting within the scope of their official duties, a royalty-free, non-exclusive, and irrevocable license throughout the world to publish, translate, reproduce, deliver, perform, use, and dispose of, and to authorize others to do so, all Data, whether or not now or hereafter covered by copyright.

(5) Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(6) Paragraphs (3) and (4) above are not applicable to material furnished to the Contractor by the Government and incorporated into Data produced under the Contract, provided such incorporated material is identified by the Contractor at the time the Data is furnished to the Government.

(b) Publication of Data

(1) A.I.D.'s policy with respect to publication, or release to parties other than those specifically authorized, of material gathered

or developed under contracts with educational institutions is set forth in the Statement of Policy published in the FEDERAL REGISTER of May 14, 1973 (38 F.R. 12621). That policy is applicable to this Contract.

(2) Unless otherwise provided in the Schedule, and subject to A.I.D.'s pre-publication review as hereinafter set forth, no permission or authorization from A.I.D. will be required prior to publication release, or reproduction of any Data.

(3) No one employed under this Contract will have access to classified material for performance of work under this Contract; however, if, in its pre-publication review, A.I.D. should discover that any classified material has inadvertently been included in a contract manuscript, it will notify the Contractor, who agrees that the identified material will not be published unless he can demonstrate that the material is available from unclassified sources.

(c) Pre-publication Review

The Contractor agrees to allow A.I.D. the opportunity to review any Data intended for publication and provide comments thereon, and agrees to give serious consideration to such comments prior to publication. The Contractor shall deliver to A.I.D. a notice of intent to publish together with a copy of the proposed publication not later than the date of its submission to the publisher. A.I.D. reserves the right to disclaim endorsement of the opinions expressed in the proposed publication of Subject Data, and to

dissociate itself from sponsorship or publication of any other Data. In the event A.I.D. exercises its right to disclaim or dissociate as aforesaid, the Contractor shall be so notified in writing by the Contracting Officer; such notice shall contain an appropriate statement of disclaimer or dissociation which shall be inserted in the publication.

(d) Acknowledgments

All publications shall acknowledge the contributions of the parties hereto, unless such acknowledgment is not desired by the contributing parties.

(e) Copies

In case of publication of any of the Data described hereinabove, a copy of such publication shall be supplied to the Contracting Officer at no cost to the Government.

(f) Personnel Commitments

The Contractor shall secure from all personnel engaged in the performance of this Contract commitments adequate to assure that the Contractor will be able to discharge its obligations under this "Rights in Data and Publication" clause.

## PATENT PROVISIONS AND PUBLICATION OF RESULTS (May 1973)

The public shall be granted all benefits of any patentable results of all research and investigations conducted and all information, data, and findings developed under this contract, through dedication, assignment to the Administrator, publication, or such other means as may be determined by the Contracting Officer.

(a) With respect to any invention or discovery conceived or first actually reduced to practice in the course of or under this contract, the Contractor shall furnish the Contracting Officer a complete technical disclosure, promptly after conception or first actual reduction to practice, whichever occurs first under the contract. Such disclosure shall identify the contract and inventor(s) and be sufficiently complete in technical detail to convey to one skilled in the art to which the invention or discovery pertains a clear understanding of the nature, purpose, operation, and to the extent known, the physical, chemical, biological, or electrical characteristics of the invention or discovery.

(b) With respect to patentable results and in accordance with this clause the Contractor agrees:

(1) to cooperate in the preparation and prosecution of any domestic and foreign patent applications which the Agency may decide to undertake covering the subject matter above described;

(2) to execute all papers requisite in the prosecution of such patent application including assignment to the United States and dedications; and

(3) to secure the cooperation of any employee of the Contractor in the preparation and the execution of all such papers as may be required in the prosecution of such patent applications or in order to vest title in the subject matter involved in the United States, or to secure the right of free use in public. It is understood, however, that the making of prior art searches, the preparation, filing, and prosecution of patent applications, the determination of questions of novelty, patentability, and inventorship, as well as other functions of a patent attorney, are excluded from the duties of the Contractor.