

P1 FAC 1133  
**ORIGINAL**

Mrs. Lewis

DEC 22 1977

MEMORANDUM

Date: December 22, 1977

TO : Distribution  
FROM : CM/SOD, *William H. Murphy* William H. Murphy  
SUBJECT: Contract No. AID/CM/pha-C-73-32 between A.I.D.  
and Southwest Foundation For Research And Education

This transmits one copy of a Negotiated Indirect Cost Rate Agreement dated November 29, 1977. This Agreement is also Amendment No. 12 to the subject Contract.

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

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

DISTRIBUTION:

CM/SD/SUP, Mrs. G. Booker  
CM/SD/SUP, Mail Room  
CM/SD/SUP, Mr. G. Nell  
SER/FM, Mr. W. McKeel  
AAG/W, Mr. B. Abshire (2 copies)

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

Project Manager, PHA/POP, Mr. G. Merritt

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

ORIGINAL

**NEGOTIATED INDIRECT COST RATE AGREEMENT**

Date: November 29, 1977

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

**REFERENCE:** DHEW Negotiation Report dated September 27, 1977

**INSTITUTION:** Southwest Foundation For Research and Education  
or 8848 West Commerce Street  
**OTHER:** San Antonio, Texas 78284

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

Type	<u>Effective Period</u> <u>From</u>	<u>Thru</u>	<u>Overhead Rate</u>
Predetermined	1-1-76	12-31-76	71.63
Predetermined	1-1-77	12-31-77	48.60

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

**Base of Application:**

Total direct cost less items of equipment, alterations, renovations, major subcontracts and other flow-thru funds.

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

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

**PART III – SPECIAL TERMS AND CONDITIONS:**

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

<u>Contract/Grant No.</u>	<u>Amendment No.</u>	<u>Project Number</u>
AID/CM/pha-C-73-32	12	932-11-570-607

ACCEPTED:

BY

*Edward F. Feith*

PRINTED OR TYPED NAME

TITLE  
EDWARD F. FEITH  
TREASURER

DATE:

DEC 6 1977

*Donald B. Dickie*

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

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

DBD

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STANDARD FORM 30, JULY 1966 GENERAL SERVICES ADMINISTRATION FED. PROC. REG. (41 CFR) 1-15.101		AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		PAGE 1 OF 1
1. AMENDMENT/MODIFICATION NO. 11		2. EFFECTIVE DATE 9/1/77	3. REQUISITION/PURCHASE REQUEST NO. 3231191	4. PROJECT NO. (If applicable) 932-0607
5. ISSUED BY PHA Branch Central Operations Division Office of Contract Management Agency for International Development Washington, D.C. 20523		6. ADMINISTERED BY (If other than block 5) <i>PHA/POO/R</i> <i>prog mgr - G. Merritt</i> <i>reg - P. Staples</i>		
7. CONTRACTOR NAME AND ADDRESS Southwest Foundation for Research and Education P.O. Box 28147 8848 West Commerce Street San Antonio, Texas 78284		8. AMENDMENT OF SOLICITATION NO. _____ DATED _____ (See block 9) <input checked="" type="checkbox"/> MODIFICATION OF CONTRACT NO. AID/CM/pha-C-73-32 DATED 6/29/73 (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 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) <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>The Foreign Assistance Act of 1961, as amended, and Executive Order 11223.</u> It modifies the above numbered contract as set forth in block 12.				
12. DESCRIPTION OF AMENDMENT/MODIFICATION Contract AID/CM/pha-C-73-32 is hereby modified as follows:  A. <u>COVER PAGE</u>  Under the heading entitled "Estimated Completion Date", delete the date "August 31, 1977" and substitute in lieu thereof the date "November 30, 1977".  B. <u>ARTICLE V - PERIOD OF CONTRACT</u>  Delete in the sentence the reference to the date "August 31, 1977" and substitute in lieu thereof, the date "November 30, 1977".				
Exempt 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 REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE				
14. BY <i>Edward F. Feith</i> EDWARD F. FEITH TREASURER		17. BY <i>Gerald P. Gold</i> GERALD P. GOLD		
15. NAME AND TITLE OF SIGNER (Type or print) EDWARD F. FEITH TREASURER		16. DATE SIGNED AUG 23 1977	18. NAME OF CONTRACTING OFFICER (Type or print) GERALD P. GOLD	19. DATE SIGNED AUG 19 1977

ORIGINAL

6 JUL 1977

1. AMENDMENT/MODIFICATION NO. 10	2. EFFECTIVE DATE 7/1/77	3. REQUISITION/PURCHASE REQUEST NO. 3231191	4. PROJECT NO. (If applicable) 932-0607
-------------------------------------	-----------------------------	--	--

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 3) <i>Prog mgr - G</i> <i>Reg - P</i> PHA/POO/R Merritt Staples
--	--

7. CONTRACTOR NAME AND ADDRESS Southwest Foundation for Research and Education P.O. Box 28147 8848 West Commerce Street San Antonio, Texas 78284	8. AMENDMENT OF SOLICITATION NO. DATED _____ (See block 9) MODIFICATION OF CONTRACT/ORDER NO. AID/CM/pha-C-73-32 DATED 6/29/73 (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 number. 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 The Foreign Assistance Act of 1961, as amended, and Executive Order 11223.  
It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION  
Contract AID/CM/pha-C-73-32 is hereby modified as follows:

A. Cover Page

- Under the heading entitled "Estimated Completion Date", delete the date therein and substitute in lieu thereof, the date "August 31, 1977".
- Delete the reference to General Provisions and Additional General Provisions dated 7/1/72 and substitute in lieu thereof, General Provisions and Additional General Provisions dated 7/1/76.

B. Table of Contents

Delete the reference to General Provisions and Additional General

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 Edward F. Feith SOUTHWEST FOUNDATION (Signature of person authorized to sign)	17. UNITED STATES OF AMERICA Gerald P. Gold (Signature of Contracting Officer)	15. NAME AND TITLE OF SIGNER (Type or print) EDWARD F. FEITH TREASURER	19. DATE SIGNED JUN 23 1977
16. DATE SIGNED JUN 27 1977	18. NAME OF CONTRACTING OFFICER (Type or print) GERALD P. GOLD	19. DATE SIGNED JUN 23 1977	

ORIGINAL

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Provisions dated 7/1/72 and substitute in lieu thereof, the General and Additional General Provisions dated 7/1/76.

C. ARTICLE V - Period of Contract

Delete in the sentence the reference to "June 30, 1977" and substitute in lieu thereof, the date "August 31, 1977".

D. ARTICLE VII - Budget

Delete the budget by category and amount in its entirety and substitute in lieu thereof, the following:

"BUDGET

<u>Category</u>	<u>Amount</u>
I. <u>Southwest Foundation Costs</u>	
a. Salaries and Fringe Benefits	\$ 298,620
b. Travel and Per Diem	4,590
c. Materials and Supplies	102,646
d. Other Direct Costs	69,537
e. Overhead	<u>317,279</u>
Total	\$ 792,672
II. Subcontract - Health Effect Studies	275,062
III. Subcontract - Nutritional Studies	<u>158,266</u>
Total Estimated Amount	\$1,226,000"

All other terms and conditions of this contract remain unchanged.

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. MODIFICATION NO. 9	2. EFFECTIVE DATE	3. REQUISITION/PURCHASE REQUEST NO.	4. PROJECT NO. (If applicable) 932-11-570-607
5. ISSUED BY PHA Branch Central Operations Division Office of Contract Management Agency for International Development Washington, D.C. 20523		6. ADMINISTERED BY (If other than block 5) <i>PHA/OP</i> <i>reg - G. Merritt</i> <i>reg - J Pittenger</i>	

7. CONTRACTOR NAME AND ADDRESS <i>(Street, city, county, state, and ZIP Code)</i> Southwest Foundation for Research and Education P.O. Box 28147 San Antonio, Texas 78284	8. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/>	9. DATED _____ (See block 9)
	10. MODIFICATION OF CONTRACT/ORDER NO. <i>AID/CM/pha-C-73-</i>	11. DATED <i>6/29/73</i> (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods:

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

10. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

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

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

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

(c)  This Supplemental Agreement is entered into pursuant to authority of The Foreign Assistance Act of 1961, as amended, and Executive Order 11223.

12. DESCRIPTION OF MODIFICATION

The subject Contract is hereby modified as follows:

ARTICLE VII - BUDGET

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

"Within the Total Estimated Cost set forth below, the Contractor may adjust Line Item amounts as reasonably necessary for performance of this Contract except that the total Contract amount obligated may not be exceeded."

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 <input type="checkbox"/>		<input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>6</u> COPIES TO ISSUING OFFICE	
14. NAME OF CONTRACTOR/OFFEROR Southwest Foundation for Research and Education		17. UNITED STATES OF AMERICA	
BY <i>Edward F. Feith</i> (Signature of person authorized to sign)		BY <i>Gerald P. Gold</i> (Signature of Contracting Officer)	
15. NAME AND TITLE OF SIGNER (Type or print) Edward F. Feith, Treasurer	16. DATE SIGNED 11/12/76	18. NAME OF CONTRACTING OFFICER (Type or print) Gerald P. Gold	19. DATE SIGNED NOV 29 1976

ORIGINAL

1. NAME OF CONTRACT OR ORDER NO. 8	2. EFFECTIVE DATE See #19	3. REQUISITION/PROJECT/ORDER 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) G. MURRILL PHA/POP/IL S. GALUSKA	

7. MAILING ADDRESS Southwest Foundation for Research and Education P.O. Box 28147 San Antonio, Texas 78284	FACILITY CODE	8. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/>	DATED _____ (See block 9)
		<input checked="" type="checkbox"/> MODIFICATION OF CONTRACT/ORDER NO. AID/CM/pha-C-73-32	DATED 6/29/73 (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

The issue number of this amendment is as indicated on block 12. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers in response to this amendment shall be received prior to the hour and date specified in the solicitation, or as amended, by one of the following methods:

(a) By signing and returning a copy 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 identifies the contract or order and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN YOUR OFFER BEING REJECTED. By virtue of this amendment, any desire to change an offer already submitted, such change may be made by telegram or letter, which is a copy of the amendment to a solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

NA

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

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

(b)  This Change Order is issued to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.

(c)  This Supplemental Agreement is entered into pursuant to authority of The Foreign Assistance Act of 1961, as amended,  
it modifies the above numbered contract as set forth in block 12. and Executive Order No. 11223.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

The Contract is amended as follows:

ARTICLE XIII - H - Title the Clause. "Abortion Related Activities" and Add the following Paragraph:

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

Best Available Document

Except as provided hereon, all terms and conditions shall be those set forth in the contract and in all force and effect.

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

14. NAME OF CONTRACTOR/OFFEROR  
BY Edward F. Feith  
Signature of person authorized to sign

17. UNITED STATES OF AMERICA  
BY Gerald P. Gold  
Signature of Contracting Officer

15. NAME AND TITLE OF SIGNER (Type or print) EDWARD F. FEITH TREASURER	16. DATE SIGNED DEC 2 1975	18. NAME OF CONTRACTING OFFICER (Type or print) Gerald P. Gold	19. DATE SIGNED DEC 9 1975
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MEMORANDUM

May 30, 1975

TO : Distribution

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

SUBJECT: Contract No. AID/CM/pha-C-73-32 between A.I.D. and Southwest Foundation for Research and Education.

This transmits one copy of a Negotiated Indirect Cost Rate Agreement dated May 6, 1975. This Agreement is also Amendment No. 6A 7 to the subject Contract.

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

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

DISTRIBUTION:

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

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

Project Manager, PHA/POP, Mr. G. Merritt.

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

NEGOTIATED INDIRECT COST RATE AGREEMENT

Date: May 6, 1975

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

REFERENCE : DHEW Negotiation Report dated February 24, 1975

INSTITUTION : Southwest Foundation for Research and Education  
or  
7480 West Commerce Street  
OTHER: San Antonio, Texas 78228

PART I -- NEGOTIATED INDIRECT COST RATES:

<u>Type</u>	<u>Effective Period</u> <u>From</u>	<u>Thru</u>	<u>Rate(%)</u>	<u>Designation</u>
Final	1-1-73	12-31-73	53.40	Overhead
Final	1-1-74	12-31-74	56.16	Overhead
Final	1-1-75	12-31-75	77.27	Overhead
Provisional	1-1-76	Until Amended	65.33	Overhead

Base of Application:

Total direct cost less items of equipment, alterations, renovations, major subcontracts and other flow-thru funds.

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

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

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

**PART III - SPECIAL TERMS AND CONDITIONS:**

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

Contract No.

Amendment No.

PIO/T No.

AID/CM/pha-C-73-32

6A 7

932-17-570-607-73-3231191

**ACCEPTED:**

SOUTHWEST FOUNDATION FOR RESEARCH AND EDUCATION

BY Edward F. Feith  
Edward F. Feith

PRINTED OR TYPED NAME

Treasurer

TITLE

May 27, 1975

DATE

*Francis J. Moncada*

Francis J. Moncada

CONTRACTING OFFICER

Overhead and Special Costs

Branch

Contract Support Division

Office of Contract Management

Agency for International Development

**DISTRIBUTION:**

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CM/COD

AFR

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X PHA/POP

OBDCI/VI

DBD 7

**ORIGINAL**

1. AMENDMENT/MODIFICATION NO. <b>Amendment No. 6</b>	2. EFFECTIVE DATE <b>See #19</b>	3. REQUISITION/PURCHASE REQUEST NO.	4. PROJECT NO. (If applicable) <b>18 JUN 1975</b>
5. ISSUED BY <b>Agency for International Development Office of Contract Management Central Operations Division, PHA Washington, D.C. 20523</b>	CODE	6. ADMINISTERED BY (If other than block 5) <b>B. Hume B. Menitt, PHA/POP</b>	CODE

7. CONTRACTOR NAME AND ADDRESS <b>Southwest Foundation for Research and Education P. O. Box 28147 San Antonio, Texas 78284</b>	CODE	FACILITY CODE	8. AMENDMENT OF SOLICITATION NO. DATED _____ (See block 9)
(Street, city, county, state, and ZIP Code)			9. MODIFICATION OF CONTRACT/ORDER NO. <b>AID/CM/pha-C-73-32</b> DATED <b>06/29/73</b> (See block 11)

10. 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.

**Best Available Document**

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 Foreign Assistance Act of 1961, as amended,  
It modifies the above numbered contract as set forth in block 12. and Executive Order 11223

12. DESCRIPTION OF AMENDMENT/MODIFICATION

**Article XIII - Alterations in Contract**

Add the following:

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

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

**ORIGINAL**

Except as provided herein, all terms and conditions of the document referenced in block 8, or hereby amended, 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>6</b> COPIES TO ISSUING OFFICE
14. NAME AND TITLE OF SIGNER (Type or print) <b>Edward F. Feith TREASURER</b>	15. DATE SIGNED <b>MAY 27 1975</b>
16. NAME OF CONTRACTING OFFICER (Type or print) <b>Gerald P. Gold</b>	17. DATE SIGNED <b>JUN 9 1975</b>

BY **Edward F. Feith** (Signature of person authorized to sign)

BY **Gerald P. Gold** (Signature of Contracting Officer)

12

LET JUN 1975

1. AMENDMENT/MODIFICATION NO. 5 2. EFFECTIVE DATE see # 19 3. REQUISITION/PURCHASE REQUEST NO. NA 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) CODE  
**ORIGINAL**  
D. Janner  
B. Merritt  
PHA/6011

7. CONTRACTOR NAME AND ADDRESS CODE FACILITY CODE  
The Southwest Foundation for  
Research and Education  
P.O. Box 28147  
San Antonio, Texas 78284  
(Street, city, county, state, and ZIP Code)

8. AMENDMENT OF SOLICITATION NO. DATED (See block 9)  
MODIFICATION OF CONTRACT/ORDER NO. AID/CM/pha-C-73-32 DATED 6/29/73 (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 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 FAA 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  
General Provision No. 9  
In Paragraph B, delete the figure "\$972,649" and in lieu thereof insert the figure "\$963,549".

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

13.  CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT  CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN \_\_\_\_\_ COPIES TO ISSUING OFFICE  
BY Edward F. Feith (Signature of person authorized to sign) Gerald P. Cold (Signature of Contracting Officer)

15. NAME AND TITLE OF SIGNER (Type or print) 16. DATE SIGNED 17. NAME OF CONTRACTING OFFICER (Type or print) 18. DATE SIGNED  
EDWARD F. FEITH TREASURER MAY 27 1975 Gerald P. Cold JULY 3 1975

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

5. ISSUED BY PHA Branch  
Agency for International Development  
Office of Contract Management  
Central Operations Division  
Washington, D.C. 20523

6. ADMINISTERED BY (If other than block 5) *J. [unclear] - PHA/OPM/IC*

**ORIGINAL**

7. CONTRACTOR NAME AND ADDRESS  
*(Street, city, county, state, and ZIP Code)*  
Southwest Foundation for Research and Education  
P. O. Box 28147  
San Antonio, Texas 78284

B. AMENDMENT OF SOLICITATION NO. \_\_\_\_\_  
DATED \_\_\_\_\_ (See block 9)  
MODIFICATION OF CONTRACT/ORDER NO. AID/CM/pha-G-73-32  
DATED 6/29/73 (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 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 make 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 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  
ARTICLE XIII - Alterations in Contract  
 H. General Provision No. 9 entitled "Allowable Cost, Fixed Fee, and Payment"  
 1. Delete Paragraph (a)(2)  
 2. Delete Paragraphs "(b)" through "(f)" and in lieu thereof insert the following:

Except as provided herein, all terms and conditions of the document referenced in block B, 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. BY Edward F. Feith (Signature of person authorized to sign)  
 15. NAME AND TITLE OF SIGNER (Type or print)  
EDWARD F. FEITH  
TREASURER

17. UNITED STATES OF AMERICA  
 BY Gerald P. Gold (Signature of Contracting Officer)  
 18. NAME OF CONTRACTING OFFICER (Type or print)  
Gerald P. Gold

16. DATE SIGNED  
10-30-73

19. DATE SIGNED  
NOV 5 1974

"(b) A.I.D. shall open a Federal Reserve Letter of Credit in the amount of \$972,649 available for obligation under this Contract against which the Contractor may present payment vouchers. The amount of the payment voucher shall not be less than \$10,000, nor more than \$1,000,000 and the amount drawn down, including unexpended amounts previously drawn down, will not exceed by more than \$10,000, the anticipated amount of expenditures for the following seven (7) day period.

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

(d) If at any time, the Contracting Officer determines that the Contractor has presented payment vouchers in excess of the amount or amounts allowable in (b) and (c) above, the Contracting Officer may: (1) cause the Federal Reserve Letter of Credit to be suspended or revoked; or (2) direct the Contractor to withhold submission of payment vouchers until such time as, in the judgment of the Contracting Officer, an appropriate level of actual, necessary and allowable expenditures has occurred or will occur under this Contractor and/or (3) request the Contractor to repay to A.I.D. the amount of such excess. Upon receipt of the Contracting Officer's request for repayment of excess advance payments, the Contractor shall promptly contact the Contracting Officer to make suitable arrangements for the repayment of such excess funds.

(e) Procedure for Contractor

1. After arranging with a commercial bank of its choice for operation under this Letter of Credit and obtaining the name and address of the Federal Reserve Bank or branch serving the commercial bank, the Contractor shall deliver three (3) originals of Standard Form 1194, "Authorized Signature Card for Payment Vouchers on Letters of Credit signed by those official(s) authorized to sign payment vouchers against the Federal Reserve Letter of Credit and by an official of the Contractor who has authorized them to sign.

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

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

4. To receive payment, the Contractor shall:

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

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

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

(d) Retain the quadruplicate copy of the voucher.

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

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

Cash on hand prior to preceding advance	\$ _____
Plus amount of last advance on TUS No. <u>5401</u>	_____
Less payments subsequent to last advance	_____
Equals cash on hand prior to receiving current advance on TUS 5401 No. _____	_____

7. A report of expenditures shall be prepared and submitted quarterly to the Controller. This report, submitted on Standard Form 1034, "Public Voucher for Purchases and Services Other Than Personal" shall be supported by certifications, listing of withdrawals and documentation as required. This report shall have attached, as a minimum, an itemization of expenditures and shall identify funds expended in accordance with the total obligated amount of the approved budgets taking into account the limitations imposed therein.

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

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

Federal Reserve Letter of Credit No. \_\_\_\_\_

Period from \_\_\_\_\_ through \_\_\_\_\_

A. Letter of Credit Position

B. Cash Position

- 1. Current amount of FRLC (including amendments) through reporting period \$ \_\_\_\_\_
- 2. Payment Vouchers on Letter of Credit presented (Form TUS-5401):
  - a. Credited prior to reporting period \$ \_\_\_\_\_
  - b. Credited during reporting period via TUS-5401 Voucher Nos. \_\_\_\_\_ through inclusive \$ \_\_\_\_\_
  - c. Presented but not credited during report via TUS-5401's numbered \_\_\_\_\_ through \_\_\_\_\_ inclusive \$ \_\_\_\_\_
- 3. Total of all Payment Vouchers against FRLC credited or presented \$ \_\_\_\_\_
- 4. Balance of FRLC not drawn or requested this reporting period \$ \_\_\_\_\_

- 1. Cash on hand at beginning of period \$ \_\_\_\_\_
- 2. Plus: cash drawn during period \$ \_\_\_\_\_
- 3. Plus: refunds, rebates or other amounts received, to the extent allocable to disbursements charged against this FRLC \$ \_\_\_\_\_
- 4. Total cash available (sum of 1, 2, and 3) \$ \_\_\_\_\_
- 5. Less: disbursements during period \$ \_\_\_\_\_
- 6. Balance of cash on hand at close of reporting period \$ \_\_\_\_\_
- 7. Estimated number of days requirements covered by balance on hand (Item 6 above)  
Days: \_\_\_\_\_

(f) Refund of Excess Funds

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

Letter of Credit or other advances and/or withhold reimbursements due the Contractor in the amount of the excess being held by the Contractor.

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

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

(b) Upon written request of the Contracting Officer, return to the Government the sum of dollars, if any, which represent the difference between (1) the Contractor's maximum position on claimed costs which have not been reimbursed and (2) the total amount of unexpended funds which have been advanced under the Contract; and

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

*Handwritten:* Mary Perry - PHA/OSIC  
 Ed. Feith  
**ORIGINAL**

STANDARD FORM 30, JULY 1966 GENERAL SERVICES ADMINISTRATION FED. PROC. REG. (41 CFR) 1-16.101		<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		PAGE <b>1</b>	OF <b>1</b>
1. AMENDMENT/MODIFICATION NO. <b>3</b>		2. EFFECTIVE DATE <b>See #19</b>	3. REQUISITION/PURCHASE REQUEST NO.	4. PROJECT NO. (If applicable)	
5. ISSUED BY <b>Agency for International Development Office of Contract Management Central Operations Division PHA Branch Washington, D.C. 20523</b>		CODE	6. ADMINISTERED BY (If other than block 5)	CODE	
7. CONTRACTOR NAME AND ADDRESS  <b>Southwest Foundation for Research and Education P.O. Box 28147 San Antonio, Texas 78284</b>		CODE	FACILITY CODE	8. AMENDMENT OF SOLICITATION NO.  DATED _____ (See block 9)  <input checked="" type="checkbox"/> MODIFICATION OF CONTRACT/ORDER NO. <b>AID/CM/pha-C-73-32</b> DATED <b>06/29/73</b> (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</u> and Executive Order 11223 It modifies the above numbered contract as set forth in block 12.					
12. DESCRIPTION OF AMENDMENT/MODIFICATION <p>From Attachment "A." of the Contract, <u>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 procedures except as modified above is required."</p>					
Except as provided herein, all terms and conditions of this 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>6</b> COPIES TO ISSUING OFFICE					
14. NAME OF CONTRACTOR/OFFEROR BY <b>Edward F. Feith</b> (Signature of person authorized to sign)			17. UNITED STATES OF AMERICA BY <b>Gerald P. Gold</b> (Signature of Contracting Officer)		
15. NAME AND TITLE OF SIGNER (Type or print) <b>EDWARD F. FEITH TREASURER</b>		16. DATE SIGNED <b>10-28-74</b>	18. NAME OF CONTRACTING OFFICE (Type or print) <b>GERALD P. GOLD</b>		19. DATE SIGNED <b>OCT 30 1974</b>

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION NO. <b>2</b>	2. EFFECTIVE DATE <b>See # 19</b>	3. REQUISITION/PURCHASE REQUEST NO. <b>3231008(3)</b>	4. PROJECT NO. (If applicable) <b>932-17-570-607-73</b>
5. ISSUED BY <b>PHA Branch</b> CODE _____ <b>Central Operations Division</b> <b>Office of Contract Management</b> <b>Agency for International Development</b> <b>Washington, D.C. 20523</b>		6. ADMINISTERED BY (If other than block 5) CODE _____ <i>J. Tanner</i> <b>20 SEP 1974</b>	

7. CONTRACTOR NAME AND ADDRESS <i>(Street, city, county, state, and ZIP Code)</i> <b>Southwest Foundation for Research and Education</b> <b>P.O. Box 28147</b> <b>San Antonio, Texas 78284</b>	8. AMENDMENT OF SOLICITATION NO. _____ DATED _____ (See block 9) MODIFICATION OF CONTRACT/ORDER NO. <b>AID/CM/pha-C-73-32</b> DATED <b>6/29/73</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 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 FAA 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

**A. Cover Page**

1. In the block entitled "Effective Date", insert the date "June 29, 1973".

2. In the block entitled "Estimated Completion Date" insert the date "June 30, 1977".

**B. Article V - Period of Contract**

Delete the date phrase "thirty-six (36) months thereafter" and in lieu thereof insert "June 30, 1977".

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

13. <input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>6</u> COPIES TO ISSUING OFFICE			
14. NAME OF CONTRACTOR/OFFEROR BY <i>Edward F. Feith</i> (Signature of person authorized to sign)		17. UNITED STATES OF AMERICA BY <i>Lawrence P. Tanner</i> (Signature of Contracting Officer)	
15. NAME AND TITLE OF SIGNER (Type or print) <b>EDWARD F. FEITH</b> <b>TREASURER</b>	16. DATE SIGNED <b>AUG 16 1974</b>	18. NAME OF CONTRACTING OFFICER (Type or print) <b>Lawrence P. Tanner</b> <b>Chief, PHA Branch (Acting)</b>	19. DATE SIGNED <b>8/16/74</b>

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

ORIGINAL

1 1

1. AMENDMENT/MODIFICATION NO. 1 to Contract AID/CM/pha-C-73-32		2. EFFECTIVE DATE upon signature	3. REQUISITION/PURCHASE REQUEST NO. Memo from Tech. Office	4. PROJECT NO. (If applicable) 932-11-570-607
5. ISSUED BY Agency for International Development Office of Contract Management Central Operations Division Washington, D.C. 20523		6. ADMINISTERED BY (If other than block 5) Issuing Office <i>J. Bunker</i>		

26 FEB 1974

7. CONTRACTOR NAME AND ADDRESS  (Street, city, county, state, and ZIP Code) Southwest Foundation for Research and Education P.O. Box 28147 San Antonio, Texas 78284	8. AMENDMENT OF SOLICITATION NO. 1 DATED _____ (See block 9) MODIFICATION OF CONTRACT/ORDER NO. C-73-32 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 Contract shall provide the following additional information as part of Semi-Annual progress reports; paragraph (a)(2):

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

- Name of person
- Title of position
- Effect in man months or fraction thereof
- Salary for this period
- Consultant by name, hours, or days worked as appropriate, and fees
- 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. <input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>3</u> COPIES TO ISSUING OFFICE	
14. BY <u>Southwest Foundation for Research and Education</u> <i>Edward F. Feith</i> (Signature of person authorized to sign)	17. BY <i>Edward F. Feith</i> (Signature of Contracting Officer)
15. NAME AND TITLE OF SIGNER (Type or print) EDWARD F. FEITH TREASURER	18. NAME OF CONTRACTING OFFICER (Type or print) FEB 14 1974

ORIGINAL

*M. Perry - PHA/POPR*  
*L. Turner*

COST REIMBURSEMENT TYPE CONTRACT

AGENCY FOR INTERNATIONAL DEVELOPMENT

CONTRACT TYPE

NEGOTIATED CONTRACT NO. AID/CM/pha-C-73-32

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

AMOUNT \$1,226,000

CONTRACT FOR:

Project No. 932-11-570-607

Research on the Safety of Oral Contraceptives in Developing Countries

ISSUING OFFICE (Name and Address)

CONTRACTOR (Name and Address)

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

Southwest Foundation for Research and Education  
P.O. Box 28147  
San Antonio, Texas 78284

ADMINISTRATION BY

COGNIZANT SCIENTIFIC/TECHNICAL OFFICE

Issuing Officer

PHA/POPR

MAIL VOUCHERS (Original & 3 copies)

ACCOUNTING AND APPROPRIATION DATA

TO: Central Services Division  
Office of Financial Management  
Agency for International Development

PIO/T NO. 3231101  
APPROPRIATION NO. 72-11-570-607  
ALLOTMENT NO. 253-52-000-00-22-80

EFFECTIVE DATE

ESTIMATED COMPLETION DATE

TYPES OF BUSINESS (CHECK APPROPRIATE BOX(ES))

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

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 26 Pages, including the Table of Contents and the General Provisions (form AID 1420-41C, dated 10/77).

NAME OF CONTRACTOR  
SOUTHWEST FOUNDATION FOR RESEARCH AND EDUCATION

UNITED STATES OF AMERICA  
AGENCY FOR INTERNATIONAL DEVELOPMENT

BY (Signature of authorized individual)

BY (Signature of Contracting Officer)

TYPED OR PRINTED NAME

TYPED OR PRINTED NAME

Martin Goland

Gerald P. Gold

TITLE

CONTRACTING OFFICER

President

DATE

DATE

June 26, 1973

JUN 29 1973

ORIGINAL

AID 1420-41A (7-72)

Best Available Document

PREPARED ON PAGE 18

23

SCHEDULE  
COST REIMBURSEMENT TYPE CONTRACT

Contract No. AID/CM/pha-C-73-32

TABLE OF CONTENTS  
SCHEDULE

The Schedule, on pages 1 through 26 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 FIXED FEE
- Article VII - BUDGET
- Article VIII - COSTS REIMBURSABLE AND LOGISTIC SUPPORT TO CONTRACTOR
- Article IX - PAYMENT OF FIXED FEE
- Article X - ESTABLISHMENT OF OVERHEAD RATES
- Article XI - PERSONNEL COMPENSATION
- Article XII - ALTERATIONS IN CONTRACT

GENERAL PROVISIONS

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

## 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 a research and development program directed toward the Safety of Oral Contraceptives in Developing Countries. Details of the statement of work and experimental design are described below:

#### I. Selection of Site of Study

Clinical studies will be carried out at one or two sites in developing countries. These sites will be chosen so that:

(a) Clinic clientele receiving oral contraceptives are representative of the poorly nourished and chronically ill women who make up a high proportion of the target population of potential pill users in developing countries. It is expected that these women would be suffering conditions such as anemia, various degrees of protein, caloric, vitamin and mineral malnutrition, hepatic diseases such as shistosomiasis and malaria, parasitism and other chronic debilitating diseases and conditions.

(b) Adequate indigenous research competence exists allowing development of collegial relationships and joint research programs between the LDC research institution and the contractor and/or other U.S. organizations collaborating in the study.

(c) Sufficient numbers of study subjects are available who can be expected to remain in the program for one year without excessive rates of discontinuance and,

(d) Facilities and ability to carry out follow up on the study subjects is adequate.

## II. Duration of Study and Number of Study Subjects

The overall duration of the study will be 3 years. Enrollment of subjects will begin as soon as practicable after selection of the site and continue for a period of 12 to 18 months. A total of 800 to 1,000 subjects will be studied (400-500 per clinic - if two sites are selected).

Most studies will be 12 months duration. Some studies may require establishment of baseline data prior to initiation of oral contraception and therefore may be of longer duration. Other studies which involve a smaller number of subjects or are of shorter duration will be noted specifically in this workscope.

For most studies, the observation of subjects will continue for 12 months, with follow-up intervals as described below. Thus, the clinical trial aspect of the study will extend over approximately 30 months.

## III. Qualifications for Enrollment

Women selected for the study will be between the ages of 15 and 44, non-lactating, preferably at least 6 months post-partum, and who have never used oral contraceptives before.

Overt diabetics and women less than 6 weeks postpartum or post-abortal are excluded. A history of jaundice is not an exclusion unless it was the jaundice of pregnancy. A history of other liver disease or thrombophlebitis is not an exclusion. An effort will be made to select adequate numbers of women with the locally endemic nutritional deficiencies and disease conditions.

All participants in the general study and in any special studies will be volunteers and give informed consent in keeping with A.I.D. guidelines governing human experimentation as described in Attachment A hereto. Every effort will be made to enroll only subjects who can be expected to remain with the program for 1 year and who can be contacted with relative ease if they fail to keep return appointments. However, subjects selected must remain representative of the local area.

#### IV. Treatment Regimens

The general treatment regimen will consist of random assignment (if feasible) of use of IUDs to 25% of study subjects, with the remaining study subjects receiving one of at least two standard oral contraceptive preparations provided by A.I.D. for use in LDCs. These preparations will be supplied in packaging as close to identical as possible. Final selection of all contraceptive preparations used (IUDs and oral contraceptives) will be subject to approval by the A.I.D. project monitor.

Specific studies will require treatment regimens as described below, and therefore the general regimen will be modified for some subjects.

## V. Specific Studies

1. Subjective Side Effects. Subjective side effects will be assessed using the standard International Fertility Research Program (IFRP) Systemic Contraception Study form. These studies will include (a) menstrual changes including breakthrough bleeding, (b) symptoms relating to electrolyte changes including nausea, edema, and headache, (c) changes in mood and (d) skin changes. The procedures followed for the study of subjective side effects will follow those detailed in the IFRP "Protocol for Comparative Oral Contraceptives Study" (May 1973) and the Manuals for completing the IFRP "Physical Examination Record" and "Symptom Daily Log". These procedures call for clinical interviews after 1, 2, 3, 6, 9 and 12 months (cycles) of treatment, and follow-up will be instituted in case the subject fails to keep her appointment. At these visits the follow-up form and the questionnaire "Symptom Daily Log" will be filled out.

2. Physical Examinations. Since assessment of health effects of oral contraceptives on LDC users is a major thrust of this program, a careful physical examination will be carried out at the initiation and termination of the study period, i.e. after 1 year. If patients drop out of the study prior to the one year study period, every effort will be made to carry out the terminal physical examination at the time of their discontinuance of the study and/or oral contraceptive use. Parameters

to be evaluated will include (a) a full history, including habits such as smoking, (b) a complete physical examination, including height and weight, and (c) adequate diagnostic tests to determine the presence or absence of common endemic diseases and conditions, e.g., shistosomiasis, malaria, etc.

The standard IFRP physical examination forms will be filled out. In addition, a supplemental form will be developed to obtain and record the additional historical and physical examination data required.

3. Fluid and Electrolyte Studies. Serial blood pressure determinations will be carried out in all study subjects. In a smaller group, e.g. 50 subjects, a pre-study baseline will be established and more frequent post-pill use blood pressures determined. These study subjects will also include IUD users as controls. If feasible, metabolic studies relating to electrolyte changes will be studied, including serum electrolytes, renin, aldosterone and preangiotensin. If these metabolic studies can only be carried out in a small group of women, these study subjects will be selected to include those with blood pressure changes and subjective side effects relating to electrolytes.

4. Carbohydrate Metabolism. Carbohydrate metabolism will be assessed using standardized glucose loads with a three hour oral glucose tolerance test. Dietary intake, especially, that relating to carbohydrates, will be assessed prior to the test.

If possible, other parameters reflecting changes in carbohydrate metabolism will be evaluated, including measurements of blood insulin, glucagon, insulin/glucagon ratio and growth hormone. These studies will be carried out on adequate numbers of study subjects to ensure statistically valid demonstration of differences or lack thereof.

5. Lipid Metabolism. Two alternate schemes of studying lipid metabolism will be considered: (a) ultracentrifugation to determine the various lipoprotein fractions and then quantitating the cholesterol, triglyceride and phospholipid amounts in each, (b) determinations of total cholesterol and triglycerides and LDL cholesterol by the Fredrickson-Levy method of precipitating HDL cholesterol and using the triglyceride X5 as the VLDL cholesterol fraction. Electrophoretic analytical procedures are employed.

The relative merits of these two approaches will be considered and, with the approval of the A.I.D. Project Monitor, one will be selected for use. Serum protein values will also be measured.

6. Hepatic Studies. Two approaches to studies of the effects of oral contraceptives on hepatic function will be followed: (a) standard test of liver function including alkaline phosphatase, serum transaminase and BSP excretion studies, (b) studies of the metabolism of ethynyl estrogens.

For the studies of metabolism of ethynyl estrogens, a small number of patients (up to 50) will be selected from a group including those with suspected liver disease. They will receive oral or intravenous administration of a tracer dose (usually 25 uCi) of ethynyl estradiol, followed by the collection of urine for 48-72 hours under carefully controlled conditions. The urine will then be flown to the Southwest Foundation for processing. The fraction of administered radioactivity which appears in the urine will be determined, and the proportion of radioactivity which is non-conjugated, or conjugated to glucuronic acid or sulfuric acid will be determined by standard hydrolytic procedures. Other portions of the urine will be subjected to a purification procedure which involves a Bradlow resin column, the alcohol precipitation procedure developed by Philpott at the Southwest Foundation, and then further fractionations on a variety of Sephadex columns which have been developed by the Southwest Foundation in the course of studies on the metabolites of ethynyl estrogens. The resulting patterns of metabolites (presence or absence of specific peaks in the pattern, and the proportion of the total excreted radioactivity incorporated in each of these peaks) will serve to define a useful parameter and indicate the activity of hepatic functions such as conjugation and hydroxylation. These patterns will be inspected visually, and various calculations and comparisons performed by a simple computer program.

7. Studies of the Pituitary Gonadal Axis. These studies will include: (a) endometrial biopsies, (b) estrogen maturation index of vaginal epithelium, (c) serial measurements of plasma progestins, FSH, LH, testosterone and androsterone levels on a few carefully studied subjects.

8. Development of a Radioimmunoassay Method for Measurement of Plasma Levels of Ethynyl Estradiol. To seek further understanding of the pharmacology of ethynyl estrogens, research may be carried out to develop methods of determining plasma levels of the hormone, ethynyl estradiol (EE). This research is considered supplemental in the performance of this contract. In carrying out any or all of this work, the Contractor shall ensure that it in no way compromises the satisfactory completion of the required scope of work of this contract. This supplemental scope of work is as follows:

It is proposed that a radioimmunoassay antigen for ethynyl estradiol be synthesized, providing the contractor is successful in overcoming the major problem of the instability of the 17-ethynyl group during the required maneuvers of organic synthesis. It is anticipated that it will be possible to successfully protect the ethynyl group and thus make an antigen linked at other than the 3-position to albumin. Upon synthesis of this material, it will be injected (combined with appropriate adjuvants) into rabbits and antibody prepared. The development of antibody will

be measured by using ethynyl estradiol of high specific activity, labelled with tritium, which has been prepared at the Contractor.

If this assay can be developed, studies may be undertaken to measure absorption of EE from the digestive tract, half-life of the administered material, rapidity of conjugation and inactivation, as well as circulation of metabolites which might act as a reservoir.

It has been postulated that for smaller women in LDCs, who may have liver disease which slows deactivation of contraceptive steroids, too high a dose of such compounds is received in current preparations. A plasma level assay could facilitate determining if this is the case and allow appropriate adjustment of dosages.

9. Nutritional Studies. Studies will be carried out to evaluate the effects of oral contraceptives on the nutritional status of the users. In order of priority the following studies will be carried out: (a) Iron metabolism and anemia. These will include baseline and sequential evaluation of hemoglobin, hematocrit, red cell morphology, serum iron and serum iron binding capacity. (b) Folic acid metabolism and clinical assessment of any deficiencies. (c) Vitamin B6 metabolism and clinical assessment of any deficiencies. (d) Nutritional status evaluation, including dietary survey and history and clinical assessment of any nutritional deficiencies, including chronic malnutrition and, if possible, in relation to lactation. Biochemical parameters may also be studied.

10. Blood Clotting Studies. Among users and non-users of oral contraceptives and among smokers and non-smokers, studies of changes in blood clotting factors will be carried out. With the prior written approval of the A.I.D. Project Monitor, these may include assay of factor XIII, anti-thrombin III and others deemed appropriate.

11. Other Studies. Other studies, such as evaluation of thyroid status, may be undertaken with the approval of the A.I.D. Project Monitor.

12. San Antonio Clinic Study. Within approximately the first 12 months of this contract, the Contractor will finish the San Antonio Clinic Study begun under contract No. AID/csd-2821. This work will be limited to the following activities:

- a) metabolism of ethynyl estrogens
- b) radioimmunoassay of plasma gonadotrophins and steroids
- c) studies of carbohydrate and lipid metabolism
- d) clinical activities necessary to obtain samples for activities a) - c)

The Contractor may enroll up to 20 additional patients in the continuation of this study. Upon completion of the clinical phase during the first 12 months, the Contractor will analyze the data collected throughout the entire study and submit a detailed report to the A.I.D. Project Monitor.

VI. Division of Responsibilities Between the Southwest Foundation and Collaborating Institutions.

This scope of work will be carried out by the Contractor in collaboration with outside experts and institutions both in the

U.S. and LDC's possessing expertise necessary to complete the required scope of work.

Studies to be carried out as the direct responsibility of the Contractor are as follows:

1. Studies of lipid metabolism (as described in Section V - 5 above).
2. Studies of the Metabolism of Ethynyl Estrogens (as described in Section V.6.b above).
3. Studies of the Pituitary Gonadal Axis (as described in Section V.7.c above).
4. Development of a Radioimmunoassay Method for measurement of Plasma Levels of Ethynyl Estradiol (as described in Section V.8 above).
5. Continuation of studies initiated under Contract No. AID/csd-281 (as described in Section V.12 above).

All other studies may be carried out by subcontracts or other collaborative arrangements with the approval of the Contracting Officer.

#### VII. Special Provisions Regarding the Statement of Work.

1. The Contractor will obtain, with the exception of professional personnel identified by name in this contract, prior approval of the A.I.D. Project Monitor on the selection of all professional scientific personnel to work under this contract, with or without compensation. Consultant approval will be obtained pursuant to Article XI.4.

2. The Contractor will obtain the written approval of the Contracting Officer before entering into any subcontracts, service agreements or collaborative relationships with institutions or individuals, not on the staff of this project, for any work performed under this contract. The Contractor will ascertain before hand that such institutions or individuals are not being compensated by A.I.D. for the same services through other contracts or grants.

3. Each subcontract will include a key personnel clause.

4. The rights to all data and publications will be in accordance with the clauses in the general provisions which govern these items in research contracts. The Contractor will assure that appropriate provisions are included in subcontracts or other collaborative arrangements so that the data, rights, and results of any work performed under this contract are in the public domain, insofar as possible.

5. The Contractor will afford the A.I.D. Project Monitor 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.

6. The Contractor is required to disclose to the Contracting Officer in the approved format (Attachment K) any patentable inventions developed in the performance of this contract.

7. The Contractor will assure that all clinical studies performed under this contract by the Contractor, subcontractors or other collaborating individuals meet the requirements set forth in Attachment A.

8. Written approval of the A.I.D. Project Monitor will be obtained on the selection of LDC clinic sites and on all clinical testing arrangements.

9. Written approval of the A.I.D. Project Monitor will be obtained for the selection of all contraceptive preparations (IUDs and oral contraceptives) to be used in the studies.

10. The A.I.D. Project Monitor, jointly with a subcommittee of the RAC, will participate in (1) the selection of final research designs for the studies referenced in Section VI and described more fully in Section V - 1, 2, 3, 4, 6a, 7a-b, 9a-d, 10 and 11 of Article I and (2) the identification of qualified subcontractors to conduct these studies. The final research arrangements will be brought by A.I.D. to the RAC for approval. Written approval of the A.I.D. Project Monitor will be obtained for the research designs selected and written approval of the A.I.D. Contracting Officer will be obtained for entering into said subcontracts.

11. Written approval of the A.I.D. Project Monitor will be obtained on the selection of the scheme to be used by the Contractor in studying lipid metabolism, as described in Section V.5a-b of Article I.

12. Written approval of the A.I.D. Project Monitor will be obtained prior to initiating "Other Studies" as described under Section V.11 of Article I.

13. The work described in Article I.V.12 shall be completed within approximately 12 months after the effective date of this contract and, upon completion of an analysis of the resultant data, the Contractor will submit a detailed report to the A.I.D. Project Monitor.

14. The Scope of Work described under Section V-8 of Block 19B of this PIO/T shall be considered supplemental in the performance of this contract. In carrying out any or all work under this section, the Contractor shall ensure that it in no way compromises the satisfactory completion of the required Scope of Work of this contract.

15. During the course of the contract, upon mutual concurrence of the Contractor and the A.I.D. Project Monitor, there will be flexibility to abandon approaches proving unfruitful and to institute new approaches within the overall objectives of the contract. This includes flexibility to reassign the responsibility for specific studies (as described under Sections V and VI of Article I) between the Contractor and subcontractors, except that written approval of the A.I.D. Contracting Offices will also be required where such reassignments also require changes in the general limitations to the budget. Written approval of the A.I.D. Project Monitor will be obtained for all such changes in the Scope of Work.

## 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:

1. J. Goldzieher
2. B. Chenault
3. A. de La Pena
4. Person to fill position of Chief Ethynyl Estradiol

Liver Function Studies.

5. Person to fill the position of LDC Center Monitor

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 257 total man-months of direct labor.

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

<u>Title</u>	<u>Man Months</u>
1 Principal Investigator	11
1 Chief, San Antonio Clinic (B. Chenault)	6
1 Chief, Laboratory Studies at San Antonio (de la Pena)	27
1 Chief, Ethynyl Estradiol liver function studies (Ph.D. incumbent)	18
1 LDC Center Monitor	36
1 Social Worker	6
1 Data Processor	36
1 Research Assistant	36
2 Senior Research Technicians	72
1 Medical Technician	6
1 Glassware Washer	<u>3</u>
TOTAL	257

With the concurrence of the AID Project Monitor, the Contractor may make minor adjustments in the effort set forth above; provided the total is not exceeded.

C. The Contracting Officer may, by written order, direct the Contractor to increase the 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 this contract is the date of signature by the A.I.D. Contracting Officer and the estimated completion date is thirty-six (36) months thereafter.

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

The total estimated cost of this contract to the Government is \$ 1,226,000.

4)

FUNDS OBLIGATED	
Approp. No.	72-11X4103.1
Allot. No.	353-32-099.00.23-31
Obl. No.	323119/
Obj. Cl.	2596
Amount \$	1,226,000.00
Proj. No.	432-17-870-607-73
By	FM/CSD
Date	6/30/73

ARTICLE VII - BUDGET

Within the total estimated amount of this contract, the Contractor shall not exceed the individual total amounts of items I and II, but may exceed the amount of line item III by an amount equal to unexpended funds within items I and II. Within the individual total amount of item I, the Contractor may adjust the sub-line item amounts as reasonably necessary for the performance of the contract.

BUDGET

<u>Category</u>	<u>Amount</u>
I. <u>Southwest Foundation Costs</u>	
a. Salaries	\$ 224,144.00
b. Fringe Benefits	33,623.00
c. Travel and Per Diem	5,582.00
d. Materials and Supplies	21,700.00
e. Other Direct Costs	6,551.00
f. Overhead	<u>158,400.00</u>
	\$ 450,000.00
II. Subcontract - Health Effect Studies	\$ 600,000.00
III. Subcontract - Nutritional Studies	\$ 176,000.00
TOTAL ESTIMATED AMOUNT	\$1,226,000.00

ARTICLE VIII - COSTS REIMBURSABLE TO CONTRACTOR

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 X - ESTABLISHMENT OF OVERHEAD RATE

Pursuant to the provisions of the Clause of the General Provisions of this contract entitled "Negotiated Overhead Rates," a rate or rates shall be established for the period beginning January 1, 1973 and ending December 31, 1973. Pending establishment of final overhead rates for the initial period, provisional payments on account of allowable indirect costs shall be made on the basis of the following negotiated provisional rates applied to the base(s) which are set forth below:

On Site (Home Office)	<u>53.4</u>	Total Direct Costs (less equipment)
	(Rate)	(Base)

ARTICLE XI - PERSONNEL COMPENSATION

A. Limitations

Compensation of personnel which is charged as a direct cost under this contract, like other costs, will be reimbursable in accordance with the Schedule Article entitled "Costs Reimbursable and Logistic Support to Contractor," and the General Provision entitled "Allowable Cost, Fixed Fee, and Payment," 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. 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.

4. Consultants

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

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

5. 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 XII - ADDITIONAL PROVISIONS

A. In accordance with paragraph (a) of Additional General Provision No. 6, entitled "Personnel", whereunder the

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Contractor may not send individuals outside of the United States to perform work under the contract without the prior written approval of the Contracting Officer, the Contracting Officer does, hereby, provide said approval for those individuals required to travel outside the United States; provided, however, that concurrence with the assignment and/or travel of any and all said individuals outside the United States is obtained, in writing, from the Cognizant Technical Office of A.I.D. prior to their assignment and/or travel, abroad.

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

B. In addition to the reports required by General Provision No. 16, the Contractor shall submit a semi-annual research report which shall be prepared in the format prescribed in Attachment J, entitled "Guidelines for Preparation of the Research Annual Report" and the report described in Article I.VII.13.

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

All expenses of the Contractor in excess or near excess currency countries, including per diem (subsistence) expenses,

to be reimbursed under this contract shall be funded from U.S.-owned foreign currency, unless otherwise authorized in writing by the Contracting Officer. The conversion of U.S. dollars for foreign currencies shall be made by the Contractor either through the U.S. Treasury Department in Washington, D.C., the U.S. Disbursing Officer, U.S. Embassy, or the USAID Mission Controller.

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

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

#### ARTICLE XIII - ALTERATIONS IN CONTRACT

A. General Provision No. 5, entitled "Travel and Transportation Expenses".

In the first sentence of paragraph (a), delete the words "and continuous" and, in lieu thereof, insert the words "and not continuous".

B. General Provision No. 9, entitled "Allowable Cost, Fixed-Fee, and Payment".

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Delete all reference to fixed-fee.

C. General Provision No. 19, entitled "Government Property."

Delete in its entirety and, in lieu thereof, insert General Provision No. 19, entitled "Government Property Clause for Cost-Reimbursement Contracts with Nonprofit and Educational Institutions", attached hereto as Attachment B.

D. General Provision No. 39, entitled "Utilization of Minority Business Enterprises."

Change the second sentence of paragraph (b) as follows:

"As used in this contract, the term "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members, or, in the case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority group members."

E. General Provision No. 40, entitled "Listing of Employment Openings."

Delete in its entirety and, in lieu thereof, insert General Provision No. 40, entitled "Listing of Employment Openings," attached hereto as Attachment C.

F. Add the following:

1. General Provision No. 42, entitled "Payment of Interest on Contractor's Claims," attached hereto as Attachment D.

2. General Provision No. 43, entitled "Cost Accounting Standards," attached hereto as Attachment E..

3. General Provision No. 44, entitled "Minority Business Enterprises Subcontracting Program," attached hereto as Attachment F.

4. General Provision No. 45, entitled "Small Business Subcontracting Program," attached hereto as Attachment G.

5. General Provision No. 46, entitled "Labor Surplus Area Subcontracting Program," attached hereto as Attachment H.

6. Attachment I, entitled "Price Stabilization Certification".

G. Additional General Provision No. 4, entitled "Title to and Care of Property."

Delete in its entirety.

**Best Available Document**

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**GENERAL PROVISIONS**  
**Cost Reimbursement Type Contract**  
**INDEX OF CLAUSES**

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| 21. Utilization of Labor Surplus Area Concerns   |   |

**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

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### Protection of the Individual as a Research Subject

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 they are conducted.

In addition to the procedure set forth above, studies with unmarketed drugs will be carried out in accordance with provisions applicable in the country where the study is 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 involved 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.

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Government Property Clause 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 the 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 (i) return such property at the Government's expense or otherwise dispose of the property or

(ii) 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

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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):

(i) 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,

who has supervision 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;

(ii) 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 (i) above, (A) to maintain and administer, in accordance with sound business practice, the program for maintenance, repair, protection, and preservation of Government property as required by (e) above, or (B) to take all reasonable steps to comply with any appropriate written directions of the Contracting Officer under (e) above;

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

(iv) 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

(v) 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.

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.

## LISTING OF EMPLOYMENT OPENINGS (APRIL 1973)

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

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

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

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

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

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

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

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

(g) As used in this clause:

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

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

Virgin Islands.

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

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

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

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

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

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

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

## 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.

GENERAL PROVISION NO. 43

**COST ACCOUNTING STANDARDS**

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

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

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

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

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

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

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

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

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

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

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

(ii) Prices set by law or regulation.

NOTE:

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

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

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

(End of Clause)

General Provision No. 44

MINORITY BUSINESS ENTERPRISES SUBCONTRACTING PROGRAM (FPR 1-1.1310.2)

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

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

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

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

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

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

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

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

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

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General Provision No. 45

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

General Provision No. 46

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

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

(1) Designate a liaison officer who will (i) maintain liaison with duly authorized representatives of the Government on labor surplus area matters, (ii) supervise compliance with the Utilization of Concerns in Labor Surplus Areas clause, and (iii) administer the Contractor's "Labor Surplus Area Subcontracting Program";

(2) Provide adequate and timely consideration of the potentialities of labor surplus area concerns in all "make-or-buy" decisions;

(3) Assure that labor surplus area concerns will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of labor surplus area concerns;

(4) Maintain records showing procedures which have been adopted to comply with the policies set forth in this clause. Records maintained pursuant to this clause will be kept available for review by the Government until the expiration of 1 year after the award of this contract, or for such longer period as may be required by any other clause of this contract or by applicable law or regulations; and

(5) Include the Utilization of Concerns in Labor Surplus Areas clause in subcontracts which offer substantial labor surplus area subcontracting opportunities.

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

underemployment, in persistent or substantial labor surplus areas, or in other areas of the United States or (2) is a noncertified concern which has agreed to perform a substantial **proportion** of a contract in persistent or substantial labor surplus areas. A certified-eligible concern shall be deemed to have performed a substantial proportion of a contract in or near sections of concentrated unemployment or underemployment, in persistent or substantial labor surplus areas, or in other areas if the costs that the concern will incur on account of manufacturing or production in or near such sections or in such areas (by itself, if a certified concern, or by certified concerns acting as first-tier subcontractors) amount to more than 25 percent of the contract price. A concern shall be deemed to have performed a substantial proportion of a contract in persistent or substantial labor surplus areas (by itself or its first-tier subcontractors) if the costs that the concern will incur on account of production or manufacturing in such areas amount to more than 50 percent of the contract price.

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

PRICE STABILIZATION CERTIFICATION (JUNE 1973)

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

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.)

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.

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- 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.

## AGENCY FOR INTERNATIONAL DEVELOPMENT

Outline for Report of Inventions  
Made in Performance of AID Grants, Awards & Contracts  
(Please submit in triplicate)

1. (a) Title of Invention. (b) Grant, award or contract number under which it was developed.
2. Full name of inventor(s), business address, and official title or position.
3. Name and address of the facility at which the invention was made.
4. Contribution of the facility to the invention in men, money, or materials.
5. Contribution of any other organization(s) contributing to the invention in men, money, facilities, or materials.
6. Describe the invention completely, using the outline given below. Sketches, prints, photos, and any pertinent manuscript should be attached to this disclosure. Manuscripts generally following the outline are acceptable substitutes.
  - (a) General purpose. State in general terms the purpose and object of the invention.
  - (b) Background. Describe the prior art (identify by patent number or journal citation, if possible) and indicate how the invention overcomes its disadvantages.
  - (c) Description and operation. Describe completely the construction of the invention using reference character to identify components in attached illustrations. Give a description of one complete operational cycle.

If the invention relates to the synthesis or identification of a new composition of matter, describe the product in structural form, if possible, and the process of making it. Include all available information regarding its physical characteristics and all test data evidencing its utility.

7. Commercial possibilities, including quantity and sales price range, if available.
8. State any reasons for applying for a patent, or why publication would not be adequate to promote the availability of the invention to the public.
9. If appropriate, a statement regarding the contractor or grantee institution's interest in filing for and administering a patent on the invention pursuant to General Provision 29, Patent Provisions and Publication of Results from the AID Contract General Provisions.
10. Publication or planned publication of description of the invention which would enable someone skilled in the technology to which the invention pertains to make and use the invention. If published, please include journal, citation and attach a reprint, if available.
11. Description and date of any sale or public use of the invention in the United States. Description should specify if the use was operational, or for testing purposes, and if there was any effort or intention to maintain the invention in secrecy after the operational use commenced.
12. Execution of disclosure. The end of the disclosure should be signed and dated by the inventor(s). The disclosure should be read and signed by two technically qualified witnesses who have read and understood the disclosure.

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