

PUEHIA 348

ORIGINAL

MAR 10 1981

1. AMENDMENT/MODIFICATION NO 8	2. EFFECTIVE DATE See #19	3. REQUISITION/PURCHASE REQUEST NO 3698530	4. PROJECT NO (If applicable) 931-1020
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5. ISSUED BY Contracting Officer ^{CODE} Central Operations Division-PE Office of Contract Management Agency for International Development Washington, D.C. 20523	6. Technical Office ^{CODE} DS/ED Agency for International Development Washington, D.C. 20523
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7. CONTRACTOR NAME AND ADDRESS ^{CODE} World Education, Inc. 251 Park Ave., South New York, New York 10010 <small>(Street, city, county, state, and ZIP Code)</small>	8. <input type="checkbox"/> AMENDMENT OF SOLICITATION NO _____ DATED _____ (See block 9) <input checked="" type="checkbox"/> MODIFICATION OF CONTRACT/ORDER NO. <u>AID/ta-C-1455</u> DATED <u>9/14/77</u> (See block 11)
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9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

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

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

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

10. ACCOUNTING AND APPROPRIATION DATA (If required)

Appropriation No.: 72-1191021.5
Allotment No.: 945-36-099-00-20-13

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

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

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

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

12. DESCRIPTION OF AMENDMENT/MODIFICATION

- Change "Amendment No. 5" dated February 9, 1981 to read "Amendment No. 7".
- Cover Page
Delete Estimated Completion Date of "March 31, 1981" and substitute "May 31, 1981" in lieu thereof.
- Article I - Scope of Work
Under B. Description:, item 7.C.(3), delete the date "3/31/81" and substitute in lieu thereof, "5/31/81".
- Article V - Period of Contract
Delete the date "March 31, 1981" and substitute in lieu thereof, "May 31, 1981".

(Continued on Next Page)

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

13. 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 World Education, Inc. BY <u>George F. Baldino</u> <small>(Signature of person authorized to sign)</small>	17. UNITED STATES OF AMERICA Agency for International Development BY <u>Gerald P. Gold</u> <small>(Signature of Contracting Officer)</small>
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15. NAME AND TITLE OF SIGNER (Type or print) George F. Baldino	16. DATE SIGNED 3.5.81	18. NAME OF CONTRACTING OFFICER (Type or print) Gerald P. Gold	19. DATE SIGNED MAR 9 1981 RW
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ORIGINAL

5. Article VII - Budget

Delete the date "3/31/81" wherever it appears and substitute in lieu thereof, "5/31/81".

6. All other terms and conditions of this contract remain unchanged.

ORIGINAL

STANDARD FORM 30, JULY 1960 GENERAL SERVICES ADMINISTRATION REG. PROC. REG. (41 CFR) 1-16.101		AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		PAGE 1 OF 2 1 2
1. AMENDMENT/MODIFICATION NO. 6		2. EFFECTIVE DATE See #19	3. REQUISITION/PURCHASE REQUEST NO. 3698530	4. PROJECT NO. (If applicable) 931-1020
5. ISSUED BY PE Branch Central Operations Division Office of Contract Management Agency for International Development Washington, DC 20523		6. Technical Office DS/ED Agency for International Development Washington, DC 20523		
7. CONTRACTOR NAME AND ADDRESS World Education, Inc. 1414 Sixth Avenue New York, NY 10019 <small>(Street, city, county, state, and ZIP Code)</small>		8. AMENDMENT OF SOLICITATION NO. _____ DATED _____ (See block 9)		<input checked="" type="checkbox"/> MODIFICATION OF CONTRACT/ORDER NO. <u>AID/ta-C-1455</u> DATED <u>9/14/77</u> (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. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by any of the following methods: (a) By signing and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
10. ACCOUNTING AND APPROPRIATION DATA (If required) Appropriation No.: <u>72-1191021.5</u> Allotment No.: <u>945-36-099-00-20-13</u>				
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 type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of <u>The Foreign Assistance Act of 1961, as amended</u> It modifies the above numbered contract as set forth in block 12. <u>and Executive Order No. 11223</u>				
12. DESCRIPTION OF AMENDMENT/MODIFICATION 1. <u>COVER PAGE</u> Delete Estimated Completion Date of "December 31, 1980" and substitute "March 31, 1981" in lieu thereof. 2. <u>ARTICLE I. - SCOPE OF WORK</u> Under B. Description:, item 7.C.(3) delete the date "12/31/80" and substitute in lieu thereof, "3/31/81".				
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>7</u> COPIES TO ISSUING OFFICE				
14. NAME OF CONTRACTOR/OFFEROR BY <u>Richmond Mayo-Smith</u> <small>(Signature of person authorized to sign)</small>		17. UNITED STATES OF AMERICA BY <u>Cari Gaskins</u> <small>(Signature of Contracting Officer)</small>		
15. NAME AND TITLE OF SIGNER (Type or print) Richmond Mayo-Smith, Chairman Board of Trustees		16. DATE SIGNED 12/30/80	18. NAME OF CONTRACTING OFFICER (Type or print) Cari Gaskins	19. DATE SIGNED DEC 31 1980

3. ARTICLE V. - PERIOD OF CONTRACT

Delete the date "December 31, 1980" and substitute in lieu thereof,
"March 31, 1981".

4. ARTICLE VII. - BUDGET

Delete the date "12/31/80" wherever it appears and substitute in lieu
thereof, "3/31/81".

5. All other terms and conditions of this contract remain unchanged.

SEP 9 1983

A#7

DAN-1020-C-02-0242-02

Date September 6, 1983

MEMORANDUM

TO: Distribution

FROM: CM/SOD/OSC, *Harry White*

SUBJECT: Grant No. AID/TA-G-1455 between A.I.D. and World Education, Inc.

This transmits one copy of a Negotiated Indirect Cost Rate Agreement dated July 25, 1983. This Agreement is also Amendment No. 6 to the subject grant.

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/SS, Bertha Lewis
- CM/SD/SS, Sarah Lewis
- M/FM/PAD, Elmer Owens, Acting Chief
- RIG/A/W, Charles Browne

Contracting Officer, CM/ COD/AN, P. Casteel

Project Manager, S&T/ED, J. Hoxeng

STAT Section
OCT 4 1983
ENTERED

ORIGINAL

NEGOTIATED INDIRECT COST RATE AGREEMENT

Date July 25, 1983

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

REFERENCE: A.I.D. Inspector General Audit Report No. 83-77 dated July 13, 1983.

CONTRACTOR: World Education, Incorporated
or
210 Lincoln Street
GRANTEE: Boston, MA 02111

PART I - NEGOTIATED INDIRECT COST RATES (%)

<u>Type</u>	<u>From</u>	<u>Effective Period</u> <u>Through</u>	<u>Overhead Rate</u>
Final	7-1-78	6-30-79	32.86
Final	7-1-79	6-30-80	36.56
Final	7-1-80	6-30-81	56.90
Provisional	7-1-81	Until amended	36.00

Base of Application

Total direct costs.

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.

6X

PART II - ITEMS NORMALLY TREATED AS DIRECT COSTS

10/1/76

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 Number</u>	<u>Amendment Number</u>	<u>Project Number</u>
AID/TA-G-1237	10	932-13-690-077
AID/TA-C-1455	6	931-1020
OTR-00-78-C-00-2312	2	930-0078-0089
AID/OTR-G-1736	3	906-0001
AID/SOD/PDC-G-0072	10	932-0114
AID/OTR-G-1779	5	930-0055
AID/SOD/PDC-G-0380	3	932-0100
PDC-0226-G-SS-1036-00	6	938-0226
PDC-0230-G-SS-2142-00	1	938-0230
DSPE-C-0090	2	931-0003
DPE-5821-G-SS-2014-00	1	936-5821

ACCEPTED:

BY _____

Printed or Typed Name

Title

Date

Nancy C. White
Harry C. White

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

rfm

DISTRIBUTION:

<u>CM/ROD</u>	<u>CM/COD</u>	<u>CM/SOD</u>	<u>OTHER</u>
AFR	AN	x PDC	x AAG/W
NE	x PE		x CM/SD/SUP
LA	x OTR		x FM/PAD
ASIA			x S&T/ED x PPC/WID
			x PPC/PDPR x AA/FVA
			x FVA/PVC

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ORIGINAL

Rev AUG 14 1980

STANDARD FORM 30, JULY 1960 GENERAL SERVICES ADMINISTRATION FD PROQ REG (41 CFR 1-16.101)		AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		PAGE 1 OF 2 1 2
1 AMENDMENT/MODIFICATION NO 5		2. EFFECTIVE DATE See Blk 19	3 REQUISITION/PURCHASE REQUEST NO 3698530	4. PROJECT NO (if applicable) 931-1020
5 ISSUED BY Contracting Officer Central Operations Division-PE Office of Contract Management Agency for International Development Washington, DC 20523		6 Technical Office DS/ED Office of Education Agency for International Development Washington, DC 20523		
7 CONTRACTOR NAME AND ADDRESS World Education, Inc. 1414 Sixth Avenue New York, NY 10019 <small>(Street, city, county, state, and ZIP Code)</small>		8 AMENDMENT OF SOLICITATION NO DATED _____ (See block 5)	9 MODIFICATION OF CONTRACT/ORDER NO <u>AID/ta-C-1455</u> DATED <u>9/14/77</u> (See block 11)	
9 THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS <input type="checkbox"/> This 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>FAA of 1961 as amended, and Executive Order No. 11223</u> It modifies the above numbered contract as set forth in block 12.				
12 DESCRIPTION OF AMENDMENT/MODIFICATION 1. <u>Cover Page</u> Delete Estimated Completion Date of "July 14, 1980" and substitute "December 31, 1980" in lieu thereof. 2. <u>Article I - Scope of Work</u> Under B. Description:, item 7.C.(3), delete the date "7/14/80" and substitute in lieu thereof, "12/31/80". 3. <u>Article V - Period of Contract</u> Delete the date "July 14, 1980" and substitute in lieu thereof, "December 31, 1980". 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>8</u> COPIES TO ISSUING OFFICE				
14 NAME OF CONTRACTOR/OFFEROR Jasperdean Kobes <small>(Signature of person authorized to sign)</small>		17 UNITED STATES OF AMERICA BY <u>Gerald P. Gold</u> <small>(Signature of Contracting Officer)</small>		
15 NAME AND TITLE OF SIGNER (Type or print) Jasperdean Kobes, Executive Vice President		16 DATE SIGNED 8/8/80	18 NAME OF CONTRACTING OFFICER (Type or print) Gerald P. Gold	19 DATE SIGNED AUG 12 1980

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8

31, 1980".

4. Article VII - Budget

Delete the date "7/13/80" wherever it appears and substitute in lieu thereof, "12/31/80".

5. Article X - Alterations in Contract

Delete the existing Article X in its entirety and substitute in lieu thereof, Article X, attached hereto.

6. All other terms and conditions of this contract remain unchanged.

ARTICLE X - ALTERATIONS IN CONTRACT

The following alterations have been made in the provisions of this contract and are attached hereto and made a part thereof:

A. The General Provisions (Form AID 1420-41C (7-1-76)) of this Contract are modified as follows:

1. General Provision 9, Allowable Cost, Fixed Fee, and Payment:

(a) Paragraph (b)(1)(i) is amended as follows:

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

Total Expenditures

Category	Budget Amount	To Date	This period (indicate dates)
Salaries and wages:			
Home office	\$XXX	\$XXX	\$XXX
Field office.....	XXX	XXX	XXX
Indirect costs:			
Home office.....	XXX	XXX	XXX
Field office.....	XXX	XXX	XXX
Consultant fees.....	XXX	XXX	XXX
Allowances.....	XXX	XXX	XXX
Travel & Transportation.....	XXX	XXX	XXX
Expendable equipment & materials	XXX	XXX	XXX
Non-expendable property.....	XXX	XXX	XXX
Participant costs.....	XXX	XXX	XXX
Other direct costs.....	XXX	XXX	XXX
Grand total.....	\$XXX	\$XXX	\$XXX"

(b) Paragraph (b)(1)(iv) is amended as follows:

"(iv) Unless otherwise provided in the contract, the Contractor shall submit a vendor's invoice detailing the quantity, description and price for each individual item purchased, as follows:

Dup 2/12/81

FEB 10 1981

MEMORANDUM

Date: February 9, 1981

TO : Distribution
FROM : CM/SOD, Donald Dickie

SUBJECT: Contract No. AID/ta-C-1455 between A.I.D.
and World Education

This transmits one copy of a Negotiated Indirect Cost Rate Agreement dated January 7, 1981. This Agreement is also Amendment No. 5 to the subject contract.

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

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

DISTRIBUTION:

- CM/SD/SUP, Mrs. B. Lewis
- CM/SD/SUP, Mrs. Sarah Lewis
- SER/FM/PAD, Mr. P. Amos
- AAG/W, Mr. A. LeBlanc (2 copies)

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

Project Manager, DS/EHR, J. Hoxeng

USAID/ _____

UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

ORIGINAL

NEGOTIATED INDIRECT COST RATE AGREEMENT

Date January 7, 1981

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

REFERENCE: AAG/W Audit Report No. 80-106 dated September 16, 1980

CONTRACTOR: World Education
or 1414 Sixth Avenue
GRANTEE: New York, NY 10019

PART I - NEGOTIATED INDIRECT COST RATES (%)

<u>Type</u>	<u>From</u>	<u>Effective Period</u> <u>Through</u>	<u>Overhead Rate</u>
Final	7-1-77	6-30-78	60 (1)
Provisional	7-1-78	6-30-79	55 (1)
Provisional	7-1-79	until amended	36 (2)

Base of Application

- (1) Direct salaries and wages of personnel payrolled out of the contractor's New York office, but excluding all fringe benefits, salaries and wages of cooperating or third country nationals and consultanting fees.
- (2) Total direct cost less equipment, subcontracts and subgrants.

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 determined to be materially incomplete or inaccurate.

X
12

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 Number</u>	<u>Amendment Number</u>	<u>Project Number</u>
AID/ta-G-1237	9	932-0077
AID/csd-c-3280	24	932-0820
AID/otr-G-1779	3	930-0055
AID/ta-C-1455	5	931-1020
AID/SOD/PDC-G-0380	1	932-0114
AID/SOD/PDC-G-0072	7	932-0100
AID/otr-G-1736	2	930-0055
AID/afr-G-1196	4	663-0180

ACCEPTED:

BY Richmond Mayo-Smith

Richmond Mayo-Smith

Printed or Typed Name

Acting President

Title

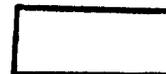
January 21 1981

Date

Donald Dickie

Donald Dickie

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



DISTRIBUTION:

<input checked="" type="checkbox"/>	<u>CM/ROD</u>	<input checked="" type="checkbox"/>	<u>CM/COD</u>	<input checked="" type="checkbox"/>	<u>CM/SOD</u>
	AFR		AN		PDC
	NE		PE		
	LA		OTR		
	ASIA				

<input checked="" type="checkbox"/>	<u>OTHER</u>	<input checked="" type="checkbox"/>	DS/E-IR	<input checked="" type="checkbox"/>	PDC/PVC
<input checked="" type="checkbox"/>	AAG/W	<input checked="" type="checkbox"/>	PP...	<input checked="" type="checkbox"/>	DS/ED
<input checked="" type="checkbox"/>	CM/SD/SUP				
<input checked="" type="checkbox"/>	FM/PAD				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 4

ORIGINAL

AMENDMENT/MODIFICATION NO. 4 EFFECTIVE DATE See Blk. 19 REQUEST NO. 3698530 PROJECT NO. 931-1020

ISSUED BY PE Branch
Central Operations Division
Office of Contract Management
Agency for International Development
Washington, DC 20523

ADMINISTERED BY (If other than blk 9)
Technical Office
DS/ED
Agency for International Development
Washington, DC 20523

CONTRACTOR NAME AND ADDRESS
World Education, Inc.
1414 Sixth Avenue
New York, NY 10019

AMENDMENT OF SOLICITATION NO. _____
DATED _____
MODIFICATION OF CONTRACT/ORDER NO. AID/ta-c-1455
DATED 9/14/77

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. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods:
a. By signing and returning _____ copies of this amendment. b. By acknowledging receipt of this amendment on each copy of the offer submitted 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 must be received at the issuing office prior to the hour and date specified in the solicitation and this amendment, and is received prior to the opening hour and date specified.

ACCOUNTING AND APPROPRIATION DATA (If required)
Appropriation No. 72-1191021.5 Increase: \$39,010
Allotment No.: 945-36-099-00-20-91

THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS
The Change Order issued pursuant to _____
The Changes set forth in block 12 are made to the above numbered contract/order
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
The Supplemental Agreement is entered into pursuant to authority of the Foreign Assistance Act of 1961, as amended, and Executive Order No. 11223

DESCRIPTION OF AMENDMENT/MODIFICATION
1. COVER PAGE
a. Delete the amount of "\$350,000" and substitute in lieu thereof, ("389,010."
b. Delete the Estimated Completion Date of "September 13, 1979" and substitute "July 14, 1980."
2. Article I - Scope of Work
Under B. Description:
a. Delete the heading "7. Final Evaluation" and substitute in lieu thereof, the heading, "8. Final Evaluation."
b. Delete "8. Evaluation Workshop: An evaluation workshop will be held in the twenty-second month" and substitute in lieu thereof, "9. Evaluation Workshop: An evaluation workshop will be held in the twenty-sixth month."

As provided herein, all terms and conditions of the document referenced in block 12 as hereafter changed, remain unchanged and in full force and effect.
CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT. CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 9 COPIES TO ISSUING OFFICE.

NAME OF CONTRACTOR/OFFEROR World Education, Inc.
Joseph Kohn
Signature of person authorized to sign

UNITED STATES OF AMERICA Agency for International Development
Gerald P. Gold
Signature of Contracting Officer

NAME AND TITLE OF SIGNER (Type or print) JASPERDEAN KOBES 16. DATE SIGNED AUG 31 1979 18. NAME OF CONTRACTING OFFICER (Type or print) Gerald P. Gold 19. DATE SIGNED 14 AUG 31 1979

ORIGINAL

c. Add new item 7. as follows:

"7. Work Phase VI:

A. Expand project activities by:

- (1) providing training assistance in SAM approach to new villages which have requested assistance in each country
- (2) providing small amounts of seed money to the expansion-phase villages for the development of income-generating activities, thereby giving them treatment equal to that received by the original six villages in each country.

B. Continue the collection and analysis of evaluation data by:

- (1) observation and data collection of activities in the original six villages in each country to determine the impact of SAM over a 20 month period;
- (2) observation and data collection of activities in the six expansion villages in each country to determine success in these communities over a ten month period;

C. Expand and extend documentation and dissemination of project results by:

- (1) planning and implementing final evaluation workshops in both the Philippines and Kenya in order to disseminate results to national, regional, and international agencies;
- (2) producing two major monographs on project outcomes - one which deals with the methodology for project implementation, the second to focus on the impact of the project and implications for future nonformal educational programs.
- (3) submitting twenty-five copies of a final report of approximately 150 pages with content as specified in the original contract document 15

3. Article IV - Level of Effort

a. Under A., delete the figure "16,450" and substitute in lieu thereof, "17,010".

b. Under B., Key Personnel: delete "3360" and substitute in lieu thereof, "3,500".

c. Under B., Other Personnel, Clerical, delete "2240" and substitute in lieu thereof, "2660."

4. Article V - Period of Contract

Delete the date "13 Sep. 1979" and substitute in lieu thereof, "July 14, 1980."

5. Article VI - Estimated Cost

Delete the amount "\$350,000" and substitute in lieu thereof, the amount "\$389,010".

6. Article VII - Budget

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

"Budget

<u>Category</u>	<u>Actual & Est. Expenditures 9/14/77-8/30/79</u>	<u>Estimated Budget 8/31/79-7/13/80</u>	<u>Total Budget 9/14/77-7/13/80</u>
Salaries	\$108,940	\$ 6,150	\$115,090
Consultants	33,000	8,550	41,550
Benefits	16,350	984	17,334
Overhead	54,470	10,326	64,796
Travel	30,800	4,100	34,900
Per Diem	10,240	500	10,740
Allowances	10,800	-0-	10,800
Other Direct Costs	3,000	1,000	4,000
Equipment	1,000	-0-	1,000
Publications	15,000	2,000	17,000
Subcontracts	<u>66,400</u>	<u>5,400</u>	<u>71,800</u>
Total	\$350,000	\$ 39,010	\$ 389,010

Expenditures may not exceed the amount obligated hereunder. Adjustments among

the line items are unrestricted within the above Budget."

MEMORANDUM

Date: June 18, 1979

TO : Distribution
Boris W. Lewis for

FROM : CM/SOD, Donald B. Dickie

SUBJECT: Contract No. AID/ta-C-1455 between A.I.D.
and World Education

This transmits one copy of a Negotiated Indirect Cost Rate Agreement dated June 6, 1979. This Agreement is also Amendment No. 3 to the subject Contract.

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

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

DISTRIBUTION:

- CM/SD/SUP, Mrs. B. Lewis
- CM/SD/SUP, Mrs. J. Pellegrino
- SER/FM, Mr. W. McKeel
- AAG/W, Mr. B. Abshire (2 copies)

Contracting Officer, CM/ COD/AN, Mr. M. Darwin

Project Manager, DS/EHR, Mr. Hoxeng

USAID/

NEGOTIATED INDIRECT COST RATE AGREEMENT

Date: June 6, 1979

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

REFERENCE: WE Letter dated May 1, 1979

INSTITUTION World Education
" 1414 Sixth Avenue
OFFICE New York City, New York 10019

PART I - NEGOTIATED INDIRECT COST RATES (%):

Type	<u>Effective Period</u> <u>From</u>	<u>Thru</u>	<u>Overhead Rate</u>
Provisional	7-1-77	6-30-78	54.93 <u>a/</u>
Provisional	7-1-78	6-30-79	55.00 <u>a/</u>
Provisional	7-1-79	Until Amended	36.00 <u>b/</u>

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:

- a/ Direct salaries and wages of personnel payrolled out of the Contractor's New York Office; but excluding all fringe benefits, salaries and wages of cooperating or third country nationals and consulting fees.
- b/ Total direct cost less equipment, subcontracts and subgrants.

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

X
19

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 (ADPR), the negotiated indirect cost rates set forth in Part I of this Agreement are incorporated into AID Agreements shown below. This Agreement shall not change any monetary ceiling, obligation, or specific cost allowance or disallowance provided for in the Contracts or Grants listed below or any other Agreement between the parties.

<u>Contract/Grant No.</u>	<u>Amendment No.</u>	<u>Project Number</u>
AID/csd-3280	23	932-11-580-820
AID/ta-G-1237	8	932-13-690-077
AID/ta-C-1455	3	931-1020
AID/afr-G-1196	3	663-0180
AID/otr-G-1736	1	906-0001
AID/SOD/PDC-G-0072	3	932-0141

ACCEPTED

BY: Thomas B. Keehn

Thomas B. Keehn
 PRINTED OR TYPED NAME

President
 TITLE

June 11, 1979
 DATE

Ronald Dickie

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

DISTRIBUTION	CM/ROD	CM/COD	OTHER
X	AFR	AN	X AAG/W
	NE	PE	X CM/SD/SUP
	LA	OTR	X SER/FM/PAD
	ASIA		X PDC/PVC X DS/EHR X WID
		CM/SOD	X AFR/ESA
		PDC	

DD

ORIGINAL

Mrs. Lewis

MEMORANDUM

Date: May 26, 1978

TO : Distribution

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

SUBJECT: Contract No. AID/ta-C-1455 between A.I.D.
and World Education.

This transmits one copy of a Negotiated Indirect Cost Rate Agreement dated May 9, 1978. This Agreement is also Amendment No. 2 to the subject Contract.

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

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

DISTRIBUTION:

CM/SD/SUP, Mrs. B. Lewis

CM/SD/SUP, Mr. G. Nell

SER/FM, Mr. W. McKeel

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

Contracting Officer, CM/ COD/AN, Mr. M. Darwin

Project Manager, DS/EHR, Mr. Hoxeng

USAID/_____

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

NEGOTIATED INDIRECT COST RATE AGREEMENT

Date: May 9, 1978

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

REFERENCE: AAG/W Audit Report No. 78-95 dated April 27, 1978

INSTITUTION: World Education
 " 1414 Sixth Avenue
OTHER: New York City, New York 10019

PART I - NEGOTIATED INDIRECT COST RATES (%):

Type	<u>Effective Period</u> <u>From</u>	<u>Thru</u>	<u>Overhead Rate (%)</u>
Final	7-1-76	6-30-77	54.4
Provisional	7-1-77	Until Amended	54.0

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

Base of Application:

Direct salaries and wages of personnel payrolled out of the Contractor's New York office; but excluding all fringe benefits, salaries and wages of cooperating or third country nationals and consultant fees.

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PART II - ITEMS NORMALLY TREATED AS DIRECT COSTS:

PART III - SPECIAL TERMS AND CONDITIONS:

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

<u>Contract/Grant No.</u>	<u>Amendment No.</u>	<u>Project Number</u>
a/ AID/CM/pha-BOA-73-26	5	
✓ AID/ta-C-1455	2	931-1020
AID/ta-G-1237	5	932-13-690-077
b/ AID/csd-3280	21	931-11-580-820
AID/afp-G-1196	2	663-0180

a/ Maximum provisional and final overhead rate for Contract No. AID/CM-pha-BOA-73-26 is 45%.

b/ Maximum provisional and final overhead rate in accordance with Amendment No. 14 to Contract No. AID/csd-3280 is 45% through March 31, 1977.

ACCEPTED:

BY Thomas B. Keehn

 THOMAS B. KEEHN

 PRINTED OR TYPED NAME
 President

 TITLE
 May 15, 1978

 DATE

Donald Dickie
 Donald Dickie

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

DISTRIBUTION:	<u>CM/ROD</u>	<u>CM/COD</u>	<u>OTHER</u>
X	AFR	AN	X AAG/W
	NE	X PE	X CM/SD/SUP
	LA	OTR	X SER/FM/PAD
	ASIA		X PVC/OPNS X DS/EHR X AFR/ESA
		<u>CM/SOD</u>	
		X PDC	

DB 23

2 JAN 1978

1 AMENDMENT/MODIFICATION NO. **1**
2 EFFECTIVE DATE **See #19**
3 FUNDING/PROGRAM REFERENCE NO.
4 SYMBOL OF THE OFFICE

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

6 ADMINISTERED BY (If other than block 5)
CM/COD/TAB

ORIGINAL

7 CONTRACTOR NAME AND ADDRESS
CDD: _____ FACILITY CODE: _____

Street city, state and ZIP Code:
**World Education, Inc.
1414 Sixth Avenue
New York, New York 10019**

8 AMENDMENT OF SOLICITATION NO. **Reg - K B... DS/EHR**
DATED _____ (See block 9)

MODIFICATION OF CONTRACT/ORDER NO. **AID/ta-C-1455**
DATED **9/14/77** (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.

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

(a) By signing and returning _____ copies of this amendment. (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE REJECTION OF YOUR OFFER.** If you wish 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 buying office, appropriation data, etc.) set forth in block 7.

(c) This Supplemental Agreement is entered into pursuant to authority of _____
It modifies the above numbered contract as set forth in block 12.

Foreign Assistance Act of 1961, as amended, and Executive Order 11223

12 DESCRIPTION OF AMENDMENT/MODIFICATION

The Contract is hereby amended as follows:

Add ARTICLE XI - ADVANCE PAYMENTS as shown on the attached pages.

ORIGINAL

13 CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT. CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN **8** COPIES TO ISSUING OFFICE.

14 NAME OF CONTRACTOR/OFFEROR: **WORLD EDUCATION, INC.**
BY: **Thomas B. Keehn**
AGENCY FOR INTERNATIONAL DEVELOPMENT
BY: **Morton Darvin**

15 NAME AND TITLE OF SIGNER: **Thomas B. Keehn, President** DATE SIGNED: **29 DEC 1977**
NAME OF CONTRACTING OFFICER: **Morton Darvin** DATE SIGNED: **29 DEC 1977**

ARTICLE XI - ADVANCE PAYMENTS

(a) Amount of advance. At the request of the Contractor, and subject to the conditions hereinafter set forth, the Government shall make an advance payment, or advance payments from time to time, to the Contractor. No advance payment shall be made (1) without the approval of the office administering advance payments (hereinafter called the "Administering Office" and design-

nated in paragraph (n)(4) hereof) as to the financial necessity therefor; (2) in an amount which together with all advance payments theretofore made, shall exceed the amount stated in paragraph (n)(1) hereof; and (3) without a properly certified invoice or invoices. If the letter of credit method for advance payments is used, the Contractor will (1) initiate cash disbursements only when actually needed for disbursements, (2) timely report cash disbursements and balances as required by the Administering Office, and (3) impose the standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances. Failure to adhere to these material provisions will be considered an event under the paragraph entitled *Default provisions* in this clause.

(b) Special bank account. Until all advance payments made hereunder, and interest charges, are liquidated and the Administering Office approves in writing the release of any funds due and payable to the Contractor, all advance payments and all other payments under the contract shall be made by check payable to the Contractor and be marked for deposit only in a Special Bank Account with the bank designated in paragraph (n)(2) hereof. No part of the funds in the Special Bank Account shall be mingled with other funds of the Contractor prior to withdrawal thereof from the Special Bank Account as hereinafter provided. Except as hereinafter provided, each withdrawal shall be made only by check of the Contractor countersigned on behalf of the Government by the Contracting Officer, or such other person or persons as he may designate in writing (hereinafter called the "Countersigning Agent").

Until otherwise determined by the Administering Office, countersignature on behalf of the Government will not be required.

(c) Use of funds. The funds in the Special Bank Account may be withdrawn by the Contractor solely for the purposes of making payments for items of allowable cost as defined in *** of this contract, or to reimburse the Contractor for such items of allowable cost, and for such other purposes as the Administering Office may approve in writing. Any interpretation required as to the proper use of funds shall be made in writing by the Administering Office.

(d) Return of funds. The Contractor may at any time repay all or any part of the funds advanced hereunder. Whenever so requested in writing by the Administering Office, the Contractor shall repay to the Government such part of the unliquidated balance of advance payments as shall in the opinion of the Administering Office be in excess of current requirements, or (when added to total advances previously made and liquidated) in excess of the amount specified in paragraph (n)(1) hereof. In the event the Contractor fails to repay such part of the unliquidated balance of advance payments when so requested by the Administering Office, all or any part thereof may be withdrawn from the Special Bank Account by checks payable to the Treasurer of the United States signed solely by the Countersigning Agent and applied in reduction of advance payments then outstanding.

(e) Liquidation. If not otherwise liquidated, the advance payments made hereunder and interest charges, if any, shall be liquidated as herein provided. When the sum of all payments under this contract, other than advance payments, plus the unliquidated amount of advance payments and interest charges are equal to the total estimated cost \$..... for the work under this contract (not including fixed-fee, if any), or such lesser amount to which the total estimated cost under this contract may have been reduced, plus increases, if any, in this total estimated cost not exceeding, in the aggregate, \$..... (insert not more than 10 percent of estimated costs stated above) (including, without limitation, reimbursable costs incident to termination for the convenience of the Government as estimated by the Contracting Officer), the Government shall thereafter withhold further payments to the Contractor and apply the amounts withheld against the Contractor's obligation to repay such advance payments and interest charges, until such advance payments and interest charges shall have been fully liquidated. If upon completion or termination of the contract all advance payments and interest charges have not been fully liquidated, the balances thereof shall be deducted from any sums otherwise due or which may become due to the Contractor from the Government, and any deficiency shall be paid by the Contractor to the Government upon demand.

(f) Interest charge. If required in paragraph (n)(3) hereof and at the rate therein specified, the Contractor shall pay interest to the Government upon the daily unliquidated balance of advance payments made under this contract. If the full amount of such interest is not paid by deduction or otherwise upon the completion or termination of this contract, the deficiency shall be paid by the Contractor to the Government upon demand. Interest at the rate specified in paragraph (n)(3) hereof shall be com-

puted at the end of such calendar month in the manner herein specified on the average daily balance of the principal of the advance payments outstanding. Notwithstanding monthly computation, interest shall be computed for the actual number of days involved, on the basis of a 365- or 366-day year as the case may be. In determining such balance, (1) charges on account of the advance payments to the Contractor shall be made as of the date of the checks therefor, and (2) credits resulting from deductions from cost reimbursements shall be made upon the approval of the vouchers by the Disbursing Officer, as of the dates respectively upon which the Contractor presents to the Contracting Officer or his duly authorized representative full and accurate data for the preparation of each such voucher, which date as to each such voucher shall be certified by the Contracting Officer or his duly authorized representative. Also, in determining such balance, credits arising from cash repayments to the Government by the Contractor shall be made as of the date the checks therefor are received by the Disbursing Officer. As soon as such monthly computations shall have been made, the interest charge so determined shall be deducted from any payments otherwise due to the Contractor under the contracts on which advance payments have been made.

In the event the accrued interest exceeds any such payment, the excess of such interest shall be carried forward and deducted from subsequent payments on account of the contract price or

fixed fee as the case may be. The interest shall not be compounded, and shall, subject to the provisions of paragraph (k) hereof, cease to accrue with respect to each contract upon which advance payments are outstanding hereunder, upon termination of such contract for other than the fault of the Contractor, or upon the date found by the Contracting Officer to be the date upon which the Contractor completed his performance under the contract.

(g) *Bank agreement.* Before an advance payment is made hereunder, the Contractor shall transmit to the Administering Office, in the form prescribed by such office, an Agreement in triplicate from the bank in which the Special Bank Account is established, clearly setting forth the special character of the account and the responsibilities of the bank thereunder. Wherever possible, such bank shall be a member bank of the

Federal Reserve System, or an "insured" bank within the meaning of the Act creating the Federal Deposit Insurance Corporation (Act of August 23, 1935, 49 Stat. 684, as amended (2 U.S.C. 264)).

(h) *Lien on Special Bank Account.* The Government shall have a lien upon any balance in the Special Bank Account paramount to all other liens, which lien shall secure the repayment of any advance payments made hereunder together with interest charges thereon.

(i) *Lien on property under contract.* Any and all advance payments made under this contract, together with interest charges thereon, shall be secured, when made, by a lien in favor of the Government, paramount to all other liens, upon the supplies or other things covered by this contract and on all material and other property acquired for or allocated to the performance of this contract, except to the extent that the Government by virtue of any other provisions of this contract, or otherwise, shall have valid title to such supplies, materials or other property as against other creditors of the Contractor. The Contractor shall identify, by marking or segregation, all property which is subject to a lien in favor of the Government by virtue of any provision of this contract in such a way as to indicate that it is subject to such lien and that it has been acquired for or allocated to the performance of this contract. If for any reason such supplies, materials, or other property are not identified by marking or segregation, the Government shall be deemed to have a lien to the extent of the Government's interest under this contract on any mass of property with which such supplies, materials, or other property are commingled. The Contractor shall maintain adequate accounting control over such property on his books and records. If at any time during the progress of the work on the contract it becomes necessary to deliver any item or items and materials upon which the Government has a lien as aforesaid to a third person, the Contractor shall notify such third person of the lien herein provided and shall obtain from such third person a receipt, in duplicate, acknowledging, inter alia, the existence of such lien. A copy of each receipt shall be delivered by the Contractor to the Contracting Officer. If this contract is terminated in whole or in part and the Contractor is authorized to sell or retain termination inventory acquired for or allocated to this contract, such sale or retention shall be made only if approved by the Contracting Officer, which approval shall constitute a release of the Government's lien hereunder to the extent that such termination inventory is sold or retained, and to the extent that the proceeds of the sale, or the credit allowed for such retention on the Contractor's termination claim, is applied in reduction of advance payments then outstanding hereunder.

(j) *Insurance.* The Contractor represents and warrants that he is now maintaining with responsible insurance carriers, (1) insurance upon his own plant and equipment against fire and other hazards to the extent that like properties are usually insured by others operating plants and properties of similar character in the same general locality; (2) adequate insurance against liability on account of damage to persons or property; and (3) adequate insurance under all applicable workmen's compensation laws. The Contractor agrees that, until work under this contract has been completed and all advance payments made hereunder have been liquidated, he will (i) maintain such insurance; (ii) maintain adequate insurance upon any materials, parts, assemblies, sub-assemblies, supplies, equipment and other property acquired for or allocable to this contract and subject to the Government lien hereunder; and (iii) furnish such certificates with respect to his insurance as the Administering Office may from time to time require.

(k) *Default provisions.* Upon the happening of any of the following events of default, (1) termination of this contract by reason of fault of the Contractor; (2) a finding by the Administering Office that the Contractor (i) has failed to observe any of the covenants, conditions, or warranties of these provisions or has failed to comply with any material provision of this contract, or (ii) has so failed to make progress, or is in such unsatisfactory financial condition, as to endanger performance of this contract, or (iii) has allocated inventory to this contract substantially exceeding reasonable requirements, or (iv) is delinquent in payment of taxes or of the costs of performance of this contract in the ordinary course of business; (3) appointment of a trustee, receiver or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization, arrangement or liquidation proceedings by or against the Contractor; (4) service of any writ of attachment, levy of execution, or commencement of garnishment proceedings with respect to the Special Bank Account; or (5) the commission of an act of bankruptcy; the Government, without limiting any rights which it may otherwise have, may, in its discretion and upon written notice to the Contractor, withhold further withdrawals from the Special Bank Account and withhold further payments on this contract. Upon the continuance of any such events of default for a period of thirty (30) days after such written notice to the Contractor, the Government may, in its discretion, and without limiting any other rights which the Government may have, take the following additional actions as it may deem appropriate in the circumstances:

(1) Withdraw all or any part of the balance in the Special Bank Account by checks payable to the Treasurer of the United States signed solely by the Countersigning Agency and apply such amounts in reduction of

advance payments then outstanding hereunder and in reduction of any other claims of the Government against the Contractor;

(2) Charge interest on advance payments outstanding during the period of any such default at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97 for the Renegotiation Board;

(3) Demand immediate repayment of the unliquidated balance of advance payments hereunder; or

(4) Take possession of and, with or without advertisement, sell at public sale at which the Government may be the purchaser, or at a private sale, all or any part of the property on which the Government has a lien under this contract and, after deducting any expenses incident to such sale, apply the net proceeds of such sale in reduction of the unliquidated balance of advance payments hereunder and in reduction of any other claims of the Government against the Contractor.

(l) *Prohibition against assignment.* Notwithstanding any other provision of this contract, the Contractor shall not transfer, pledge, or otherwise assign this contract, or any interest therein, or any claim arising thereunder, to any party or parties, bank, trust company, or other financing institution.

(m) *Information—access to records.* The Contractor shall furnish to the Administering Office signed or certified balance sheets and profit and loss statements monthly, or at such other intervals as may be required, together with a monthly report on the operation of the Special Bank Account in prescribed form, and such other information concerning the operation of the Contractor's business as may be requested. The Contractor shall afford to authorized representatives of the Government proper facilities for inspection of the Contractor's books, records, and accounts.

(n) *Designations and determinations.*

(1) *Amount.* The amount of advance payments at any time outstanding hereunder shall not exceed \$30,000

(2) *Depository.* The bank designated for the deposit of payments made hereunder shall be Manufacturers Hanover Trust Co.

(3) *Interest charge.* Interest shall be charged in the manner provided herein at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41; 85 Stat: 97, for the Renegotiation Board

No interest shall be charged for advance payments made hereunder, except interest during a period of default as provided in paragraph (k)(2). The Contractor shall charge interest at the

rate established by the Secretary of the Treasury pursuant to Public Law 92-41; 85 Stat 97, for the Renegotiation Board on subadvances or downpayments to subcontractors, and such interest will be credited to the account of the Government. However, interest need not be charged on subadvances on subcontracts with nonprofit educational or research institutions for experimental, developmental, or research work.

(4) *Administering Office.* The office administering advance payments is designated as Office of Contract Mgmt.

(o) *Other security.* The terms of this contract shall be considered adequate security for advance payments hereunder, except that if at any time the Administering Office deems the security furnished by the Contractor to be inadequate, the Contractor shall furnish such additional security as may be satisfactory to the Administering Office, to the extent that such additional security is available.

(p) *Representations and warranties.* To induce the making of the advance payments the Contractor represents and warrants that:

(1) The balance sheet, the profit and loss statement and any other supporting financial statements, heretofore furnished to the Administering Office, fairly reflect the financial condition of the Contractor at the date shown on said balance sheet and the results of the operation for the period covered by the profit and loss statement and since said date there has been no materially adverse change in the financial condition of the Contractor

(2) No litigation or proceedings are presently pending or threatened against the Contractor, except as shown in the above statements.

(3) The Contractor, apart from liability resulting from the renegotiation of defense production contracts has no contingent liabilities not provided for or disclosed in the financial statements furnished to the Administering Office.

(4) None of the provisions herein contravenes or is in conflict with the authority under which the Contractor is doing business or with the provision of any existing indenture or agreement of the Contractor

(5) The Contractor has the power to enter into this contract and accept advance payments hereunder, and has taken all necessary action to authorize such acceptance under the terms and conditions of this contract.

(6) None of the assets of the Contractor is subject to any lien or encumbrance of any character except for current taxes not delinquent, and except as shown in the financial statements furnished by the Contractor to the Administering Office. There has been no assignment of claims under any contract affected by these advance payment provisions, or if there has been any assignment, such assignments have been terminated.

(7) All information furnished by the Contractor to the Administering Office in connection with each request for advance payments is true and correct

(8) These representations and warranties shall be continuing and shall be deemed to have been repeated by the submission of each invoice for advance payments.

(q) *Subadvances* Substantially the following provision shall be included in the contract when subadvances are contemplated.

Subject to the prior written approval of the Administering Office, funds from the Special Bank Account may be used by the Contractor to make advance payments or downpayments to subcontractors and materialmen in advance of performance by the subcontractor or materialman. Such subadvances shall not exceed _____ percent of the subcontract price or estimated cost as the case may be, and the subcontractors or materialmen to whom such advances are made shall furnish adequate security therefor. Unless other security is required by the Administering Office, covenants in subcontracts, expressly made for the benefit of the Government providing for a Special Bank Account for the subadvance with Government lien thereon, and providing for a Government lien, paramount to all other liens, on all property under such subcontract and imposing upon the subcontractor and the depository bank substantially the same duties and giving the Government substantially the same rights as are provided herein (and in the agreement for Special Bank Account supplementary hereto) between the Government, the Contractor and the Bank, may be considered as adequate for such subadvance.

(r) *Covenants.*

During the period of time that advance payments may be made hereunder and so long as any such advance payments remain unliquidated, the Contractor shall not, without the prior written consent of the Administering Office—

(1) Mortgage, pledge, or otherwise encumber, or suffer to be encumbered, any of the assets of the Contractor now owned or hereafter acquired by it, or permit any pre-existing mortgages, liens or other encumbrances to remain on or attach to any asset of the Contractor which are allocated to the performance of this contract and with respect to which the Government has a lien hereunder;

(2) Sell, assign, transfer, or otherwise dispose of accounts receivable, notes or claims for money due or to become due;

(3) Declare or pay any dividends, except dividends payable in stock of the corporation, or make any other distribution on account of any shares of its capital stock, or

purchase, redeem, or otherwise acquire for value any such stock, except as required by sinking fund or redemption arrangements reported to the Adminiktering Office incident to the establishment of these advance payment provisions,

(4) Sell, convey, or lease all or a substantial part of its assets;

(5) Acquire for value the stock or other securities of any corporation, municipality, or governmental authority, except direct obligations of the United States;

(6) Make any advance or loan to or incur any liability as guarantor, surety, or accommodation endorser for any other firm, person, or corporation,

(7) Permit a writ of attachment or any similar process to be issued against its property without procuring release thereof or bonding the same within 30 days after the entry of the writ of attachment or any similar process,

(8) Pay any salaries, commissions, bonuses, or other remuneration in any form or manner to its directors, officers, or key employees in excess of existing rates of payments or of rates providing in existing agreements, in connection with which notice has been given to the Administering Office, or accrue such excess remuneration without first obtaining an agreement subordinating the same to all claims of the Government hereunder, or employ any person at a rate of compensation in excess of ~~8...V...~~ \$47,500 per annum;

(9) Make any substantial change in management, ownership, or control of the corporation;

(10) Merge or consolidate with any other firm or corporation, change the type of its business or engage in any transaction outside the ordinary course of its business as presently conducted;

(11) Deposit any of its funds except in a bank or trust company insured by the Federal Deposit Insurance Corporation;

(12) Create or incur indebtedness for borrowed money or advances other than advances to be made hereunder, except as specified herein;

DS/EITR

OK

UNITED STATES GOVERNMENT

Memorandum

TO : *Dani*

DATE: 30 MAY 1979

FROM : CM/SD/SUP, *Stor*

SUBJECT: Computer Data Required for COORS and FPDS Systems for those Actions Carried Over into FY-79

Attached is a special revised Contract/Grant/Cooperative Agreement Data Sheet for the basic contract/grant number 74-C-1455 that was active FY-78 and carried over into FY-79.

Presently, our new Contract On-Line Reporting System does not contain accurate data on those contracts and grants that were carried over from FY-78 (the old COORS System) to FY-79 and the new COORS System. Therefore, it is necessary for CM/SD/SUP to obtain this data on all "carryover" contracts/grants for the purpose of updating and making more accurate the information in the new data system. Accordingly, it is necessary that you complete this revised data sheet for the above listed basic document and return the completed form to CM/SD/SUP as soon as possible.

Please note that this data sheet is shorter than the usual one. Hopefully, it will not take too much of your time to complete. We have been receiving your completed data control sheets for new FY-79 business. Overall, the data provided has been excellent. We appreciate your efforts in this matter.

Any questions concerning this requirement should be directed to Bill Nichols, Room 778 Pomponio Plaza or at 235-9111.

Attachment: Special Revised Contract/Grant/Cooperative Agreement Data Sheet



ON Action Office:

Section 1A.
Contractor/Grantee
Name:

Section 1B.
Contract/Grant Number:

Section 1I. Description of Contract/Grant: PLEASE CIRCLE ONLY ONE ITEM UNDER EACH HEADING: IF OTHER, PLEASE SPECIFY.
(Complete both pages 1 and 2) (Not to be completed for Amendment or Modification Actions)

M04 - CONTRACT/GRANT TYPE

- D. MDA, (BOA, MMA, etc.)
- 1. Fixed Price (Specify: FPP, FPFD, FPEPA, FPI)
- 2. Cost Reimbursement (Specify: CR, CPFF, CS, CNAF, CPFF)
- J. Cooperative Agreement
- 4. Grant - General Support } Complete only through MSI.
- 5. Grant - Specific Support }
- 6. Grant - 211(d)
- 7. Do not Use
- 8. IQCs
- 9. Host Country Contract/Grant } Complete only through MSI.

M05 - SELECTION PROCEDURES

- A. Formally advertised (LFB) (AIDPR 7-2.4) & (FPR 1-2.4)
- B. Negotiated Price Competition, General Procedure (RFP) (AIDPR 7-4.56)
- C. A & E (AIDPR 7-4.10)
- D. Ed. Inst and/or Intl Research (AIDPR 7-4.57)
- E. Collaborative Assistance (AIDPR 7-4.58)
- F. Predominant Capability (AIDPR 7-3.101-50(b)(3))
- G. Unsolicited Proposal (AIDPR 7-3.101-50(b)(6))
- H. Procurement to be Performed by the Contractor in Person (AIDPR 7-3.101-50(b)(1))
- 1. Sole Source (AIDPR 7-3.101-50(b)(4))
- J. Impairment of Foreign Policy Objectives (AIDPR 7-3.101-50(b)(7))
- K. S(a) Selection (FPR 1-1.713-1)
- L. Grant (Handbook 13)
- M. Do Not Use
- N. Cooperative Agreement (Handbook 13)
- O. Small Business Set-Aside (FPR 1-1.706-8)
- P. Overseas Procuring Activities (AIDPR 7-3.101-50(b)(2))

M06 - TYPE SERVICE

- A. Training of Participants
- B. Tech Assistance (Program, Project related except A & E Services)
- C. A & E Services
- D. Construction
- E. Research
- F. Tech Services to AID (other than training) (usually operating expense)
- G. Training Service for AID
- H. Equipment, Materials, Supplies, Commodities
- I. Translation Service

M07 - TYPE CONTRACTOR/GRANTEE

- A. Firm - All profit-making firms (other than A & E)
- B. A & E Firms
- C. Individual (Non-personal service)
- D. Individual (Personal Service)
- E. Univ/other Ed Institutions
- F. Non-Profit Organ., Institutions (other than Ed or PVO)
- G. Private Voluntary Organisation (PVO)
- H. International Agri. Research Organization
- I. Public International Organizations (UN Agencies, ICRC World Bank, etc.) (Handbook 13, Chapter 5)

M08 - TYPE AWARD

- A. SB Set-Aside - Awarded to Non-Minority
- B. SB Set-Aside - Awarded to Minority
- C. SB Not Set-Aside - Awarded to Non-Minority
- D. SB Not Set-Aside - Awarded to Minority
- E. S(a) SBA Awarded to Non-Minority (Woman-Owned, Veterans, etc.)
- F. S(a) SBA Awarded to Minority
- G. Personal Service Contract - Non-Minority
- H. Personal Service Contract - Minority
- I. Individual Non-Personal Service Contract - Non-Minority
- J. Individual Non-Personal Service Contract - Minority
- K. Not Small Business (Univ., Non-Profit, Large firms) Non-Minority
- L. Not Small Business (Univ., Non-Profit, Large firms) Minority
- M. U. S. Government

M11 ADVANCE

- 1. No Advance
- 2. Advance - Non PRLC
- 3. Advance - Federal Reserve Letter of Credit

M13 - Is any travel required outside U. S.? Yes No

M15 - TYPE OWNERSHIP

- 1. American Oriental
- 2. Black American
- 3. American Aleuts or Eskimos
- 4. American Indian
- 5. Hispanic
- 6. Other than 1 thru 5

M17 - AFFIRMATIVE ACTION PLAN ON FILE

Yes No

M18 - AFFIRMATIVE ACTION PLAN ON PREVIOUSLY WELD CONTRACTS

Yes No

M60 - INCREMENTAL FUNDED CONTRACT

Yes No

M61 - CONSULTANT TYPE AWARD

Is the Award for Consulting Type Service to AID? Yes No

M63 - EXTENT OF COMPETITION IN NEGOTIATION

- COMPETITIVE
 - A1. Small Business Total Set-Aside
 - A2. Small Business Partial Set-Aside
 - A3. Labor Surplus Set-Aside
 - A4. Labor Surplus/Small Business Set Aside
 - B. Other Negotiated Competitive

NON-COMPETITIVE

- B1. Buy Indian
- B2. S(a) Program
- B3. Follow-on After Competition
- B9. Other Negotiated Non-Competitive

M65 - TYPE OF BUSINESS

- E1. Source: Non-U. S. and Used Outside U. S. and Possessions
- E2. Source: Non-U. S. and Possessions (Foreign Purchases Used Inside U. S.) (If U. S. Source, A - D)
 - A1. Small Business - Disadvantaged S(s)
 - A2. Small Business - Owned by Minority Group
 - A3. Other Small Business (including individuals)
 - B1. Large Minority Business
 - B2. Other Large Business

- C1. Non-Profit Private Educational Organization
- C2. Non-Profit Hospital
- C3. Non-Profit Research Institution, Foundation, and Laboratories

- D1. State/Local Government Educational Institution
- D2. State/Local Government Hospital
- D3. State/Local Government Research Organization
- D4. Other State/Local

M66 - COST ACCOUNTING STANDARDS

Required Not Required

M67 - NUMBER OF BIDDERS OFFERING ITEMS OR SERVICES OF FOREIGN CONTENT

0

M68 - WOMEN OWNED BUSINESS

Yes No

M69 - PERCENT FOREIGN CONTENT OF COMMODITIES AND SERVICES

M70 - LABOR SURPLUS AREA (LSA) PREFERENCE (Location of Contractor)

- 1. Labor Surplus Area - No Preference
- 2. Labor Surplus Area - Tie Bid Preference
- 3. Not a Labor Surplus Area Preference Award
- 7. Total Labor Surplus/Small Business Set-Aside Preference
- 8. Total Labor Surplus Set-Aside Preference (P.L. 95-89)

M12 - COUNTRY OF PERFORMANCE

USA (Specify)

M12 899
M54 36
M55 51000

CONTRACT

Program - A Schmeling 23 SEP 1977
neg - K Blute TA/EHR
ORIGINAL

COST REIMBURSEMENT TYPE CONTRACT

AGENCY FOR INTERNATIONAL DEVELOPMENT
 NEGOTIATED CONTRACT NO. AID/ta-C-1455

CONTRACT TYPE
 Cost Reimbursement

NEGOTIATED PURSUANT TO THE FOREIGN ASSISTANCE ACT OF 1961, AS AMENDED, AND EXECUTIVE ORDER 11223 AMOUNT \$350,000

CONTRACT FOR: Research on Nonformal Education for Pre-literate Adults Project No. 931-1020

ISSUING OFFICE (Name and Address) Agency for International Development Central Operations Division Office of Contract Management Washington, D.C. 20523	CONTRACTOR (Name and Address) World Education, Inc. NAME 1414 Sixth Avenue STREET ADDRESS New York, New York 10019 CITY, STATE AND ZIP CODE
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ADMINISTRATION BY CM/COD/TAB COGNIZANT SCIENTIFIC/TECHNICAL OFFICE

MAIL VOUCHERS (Original & 3 copies) TO: Agency for International Development Office of Financial Management SER/FM/CSD Washington, D.C. 20523	ACCOUNTING AND APPROPRIATION DATA RPT/NO. 3177401-2596 APPROPRIATION NO. 72-11X1025 ALLOTMENT NO. 425-31-039-00-22-71
---	--

EFFECTIVE DATE: September 14, 1977 ESTIMATED COMPLETION DATE: September 13, 1979

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 New York <i>NEW JERSEY</i> <i>MSD</i> <i>TRK</i>		

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 9 Pages, including the Table of Contents and the General Provisions (form AID 1420-41C, dated 7-1-76 and Additional General Provisions (form AID 1420-41D) dated 7-1-76).

NAME OF CONTRACTOR WORLD EDUCATION, INC.	UNITED STATES OF AMERICA AGENCY FOR INTERNATIONAL DEVELOPMENT
BY (Signature or authorized individual) <i>Thomas B. Keelin</i>	BY (Signature of Contracting Officer) <i>Morton Darwin</i>
TYPED OR PRINTED NAME <i>THOMAS B. KEELIN</i>	TYPED OR PRINTED NAME MORTON DARVIN
TITLE <i>President</i>	CONTRACTING OFFICER
DATE 14 SEP 1977	DATE 14 SEP 1977

FUNDS AVAILABLE

ORIGINAL

MSD
SEP 22 1977 *32*

SCHEDULE

COST REIMBURSEMENT TYPE CONTRACT

TABLE OF CONTENTS

The Schedule, on pages 1 through 9 , consists of this Table of Contents and the following Articles:

- ARTICLE I - SCOPE OF WORK
- ARTICLE II - TECHNICAL DIRECTIONS
- ARTICLE III - KEY PERSONNEL
- ARTICLE IV - LEVEL OF EFFORT
- ARTICLE V - PERIOD OF CONTRACT
- ARTICLE VI - ESTIMATED COST
- ARTICLE VII - BUDGET
- ARTICLE VIII - ESTABLISHMENT OF OVERHEAD RATES
- ARTICLE IX - PERSONNEL COMPENSATION
- ARTICLE X - ALTERATIONS IN CONTRACT

GENERAL PROVISIONS

The General Provisions applicable to this contract consists of form AID 1420-41C entitled "General Provisions - Cost Reimbursement Type Contract," dated 7-1-76, which includes provisions 1 through 43; and form AID 1420-41D entitled "Additional General Provisions - Cost Reimbursement Type Contract," dated 7-1-76, which includes provisions 1 through 15.

ARTICLE I - SCOPE OF WORK

A. Objective:

To test and refine a participatory nonformal education model which was developed in an earlier small research project.

B. Description:

1. Initially two countries and one local agency in each country will be identified to participate in the project. This activity will include obtaining necessary country and Mission clearances. It is expected that this portion of the Scope of Work will not exceed 12 man-months of effort.

2. Work Phase I (Months 1-5): Selection of the local agencies and the research villages, all project staff (one project manager, two project advisors, two local agency project directors, two audio-visual specialists, twelve local agency facilitators, and twelve community frontliners) and two local project Advisory Committees. During this period a planning meeting involving the project coordinators, local project director, project advisor, and project manager will occur in each country.

Also in Work Phase I, a review of existing studies, data on previous and ongoing educational programs and other information about the research villages and the surrounding areas will take place. The information collected during this review will provide project staff with general information about the communities in the area, as the context for developing the pre-test and subsequent indicators for measuring progress of learners during the SAM program.

3. Work Phase II (Months 6-7): Intensive 6-7 week field technical training workshop for frontliners and facilitators. Training, conducted by the project advisors, local project director, project coordinator or consultant, will cover data gathering techniques, as well as all aspects of the SAM educational approach including needs assessment, materials development, group process, and evaluation techniques. During this period, learning groups will be recruited by the field teams (1 frontliner and 1 facilitator) in each village, and the research sample from each learning group will be randomly selected.

As part of the training workshop, field teams will design, pretest and administer the pre-test (O1) to the research sample. Guidelines for the pretest (O1) will be developed by the project advisors and local directors, based on initial data review of the area and on methodologies created in the earlier small research project.

4. Work Phase III (months 8-13): Field teams will implement SAM in all the research villages on a regular basis and will make periodic home visits to members of the research sample, maintaining project logs on each individual. This information will be fed back to the project advisor who will be responsible for collecting and analyzing the data, noting any progress based on the indicators generated in the pre-test (O1). The program feedback system will be implemented on a continuous basis, including maintenance of administrative and financial records, and periodic visits by the local project director and project advisor to the learning sessions. The first post-test (O2) will take place after six months of learning experiences.

5. Work Phase IV (months 14-17): Project activity will continue as described in Phase III above, with the exception that the frontliners will implement SAM by themselves in each village. Data from the first post-test (O2) will be compiled and preparations for the final post-test (O3) and the final evaluation will take place. The facilitators will be available during this period to work with villages outside the research project who have showed interest in developing a locally supported SAM program. Records of this activity will be kept.

6. Work Phase V (months 18-24): Second post-test and the final program evaluation.

The second post-test (O3), in month eighteen, will test for the continuing learning gains and social impact of the program, especially in light of the reduced project staff involvement: the locally chosen frontliners will have assumed total responsibility for the learning groups between post-test 1 and 2. Therefore, the research field team will investigate whether initial activities of the learners have been sustained, e.g., whether the pig-raising group still exists. Techniques to be utilized in the second post-test will be similar to those in the previous tests.

7. Final Evaluation: In addition to the second post-test of the research sample, a final evaluation of the program will involve discussions and interviews with key agency and community leaders. This will focus primarily on determining the feasibility of continuation and replication of the program in villages outside the research model.

8. Evaluation Workshop: An evaluation workshop will be held in the twenty-second month. The purpose of the workshop will be to analyze and compare the data generated from each of the two project countries in order to determine different degrees of impact of SAM on the learners and to identify differing organizational and administrative patterns which facilitated or hindered implementation of the SAM program. The overall project coordinator, the two local project directors, the two project advisors and the director of World Education's Department of Program Development and Evaluation will participate in this workshop.

C. Reports:

25 copies of a final report of approximately 150 pages shall be submitted prior to termination of contract, and shall include but not be limited to the following:

- comprehensive evaluation data from the two sites
- research methodology description
- instruments for determining learning gains
- sample materials which have proven effective for illiteratés

A set of guidelines for implementation of each phase of the Self-Actualizing approach to assist others to adapt or replicate the process, including guidelines for ongoing assessment of educational needs, a methodology for materials development for preliterate rural adults, a description and

guidelines for design of learning experiences based on SAM, and a model for training facilitators (selected agency field personnel) and local village frontliners (nonprofessionals from the communities) in the Self-Actualizing Method.

Analysis of the organizational and administrative patterns needed for conducting self-actualizing learning for rural adults.

A system for shifting responsibility for a program to the local village or community.

Contractor shall submit three copies of all reports listed as being a product of the contract (administrative, progress, final and technical reports containing R&D findings) to the Documentation Coordinator, TA/PPU/EUI, Technical Assistance, Agency for International Development, Washington, D.C. 20523, or his designee. Such reports shall include a title page showing the title of the report, project title as set forth in this contract and the contract number. One copy of each report shall be clearly typed or printed on white paper so that it may be photographed to produce a micro-film master. Technical reports shall be accompanied by an author-prepared abstract.

ARTICLE II - TECHNICAL DIRECTIONS

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

ARTICLE III - KEY PERSONNEL

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

<u>Name</u>	<u>Title</u>
Ms. Catherine Crone	Principal Investigator
Dr. Noreen Clark	Principal Technical Advisor

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 performance of this contract shall be 16,450 total man-hours of direct labor at an average rate of approximately 140 hours per month.

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

	<u>No. Man-Hours</u>
<u>Key Personnel:</u>	3360
<u>Other Personnel:</u>	
Project Advisors	10080
Research Assistant	280
Regional Representative	280
Publications Director	210
Clerical	2240

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

D. The Contracting Officer may, by written order, direct the Contractor to increase the average monthly rate of utilization of direct labor to such an extent that the total man-hours 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 14 SEP 1977 and the estimated completion date is 13 SEP 1979.

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 \$350,000.00, which amount is obligated hereunder.

ARTICLE VII - BUDGET

<u>Category</u>	<u>BUDGET</u>		<u>Total</u>
	<u>1st Year</u>	<u>2nd Year</u>	
Salaries	\$ 53,920	\$ 55,020	\$108,940
Consultants	16,500	16,500	33,000
Benefits	8,090	8,260	16,350
Overhead	26,960	27,510	54,470
Travel	15,400	15,400	30,800
Per Diem	5,120	5,120	10,240
Allowances	5,400	5,400	10,800
Other Direct Costs	1,500	1,500	3,000
Equipment	1,000	—	1,000
Publications	2,000	13,000	15,000
Subcontracts	34,200	32,200	66,400
Total	<u>\$170,090</u>	<u>\$179,910</u>	<u>\$350,000</u>

Expenditures may not exceed the amount obligated hereunder. Adjustments among the line items are unrestricted within the above Budget.

ARTICLE VIII - ESTABLISHMENT OF OVERHEAD RATE

Pursuant to the provisions of the Clause of the General Provisions of this contract entitled "Negotiated Overhead Rates," a rate or rates shall be established for the period beginning 14 SEP 1977 and ending at contract expiration.

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)

47%
(Rate)

**
(Base)

FR:9/14/77
TO:Until amended
(Period)

**Direct salaries and wages of personnel payrolled out of the Contractor's New York office, excluding all fringe benefits, salaries and wages to cooperating or third country nationals and consultant fees.

ARTICLE IX - PERSONNEL COMPENSATION

A. Limitations

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

1. Approvals

Salaries and wages may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees, which will be certified to by the Contractor, nor may any individual salary or wage, without approval of the Contracting Officer, exceed the employee's current salary or wage or the highest rate of annual salary or wage received during any full year of the immediately preceding three years, provided that if the work is to be performed by employees serving overseas for a period in excess of one year, the normal base salary may be increased in accordance with Contractor's established policy and practice, but not to exceed 10 percent of base U.S. salary excluding benefits. There is a ceiling on reimbursable salaries and wages paid to a person employed directly under the contract of the maximum salary rate of FSR-1 (or the equivalent daily rate of the maximum FSR-1 salary, if compensation is not on an annual basis), unless advance written approval is given by the Contracting Officer.

2. Salaries During Travel

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

3. Return of Overseas Employees

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

4. Merit or Promotion Increase

Merit or promotion increases may not exceed those provided by the Contractor's established policy and practice. With respect to employees performing work overseas under this contract, one merit or promotion increase of not more than 5% of the employee's base salary may, subject to the Contractor's established policy and practice, be granted after employee's completion of each twelve month period of satisfactory services under the contract. Merit or promotion increases exceeding these limitations or exceeding the maximum salary of FSR-1 may be granted only with the advance written approval of the Contracting Officer.

5. Consultants

Consultant services for a maximum number of 330 days will be reimbursed in connection with the services to be provided hereunder. No compensation for consultants will be reimbursed unless their use under the contract has the advance written approval of the Contracting Officer; and if such provision has been made or approval given, compensation shall not exceed, without specific approval of the rate by the Contracting Officer, (1) the current compensation or the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years or (2) maximum daily salary rate of a Foreign Service Officer Class 1 whichever is less.

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

6. Third Country and Cooperating Country Nationals

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

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

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

B. Definitions

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

ARTICLE X - ALTERATIONS IN CONTRACT

The following alterations have been made in the provisions of this contract and are attached hereto and made a part thereof:

A. General Provisions - Cost Reimbursement Type Contract, AID 1420-41C (7-1-76) which includes Clauses 1 through 43.

1. Clause No. 8 entitled Limitation of Costs (December 1970) is replaced by New Clause No. 8 entitled Limitation of Costs (June 1973).

2. Clause No. 29 entitled Patents Rights - Acquisition by the Government (FPR 1-9.107-5(a)) (May 1975) is attached hereto and made a part hereof.

3. Clause No. 40 entitled Listing of Employment Openings (September 1975) is replaced by New Clause No. 40 entitled Disabled Veterans and Veterans of the Viet Nam Era.

4. Add New Clause No. 44 entitled Clean Air and Water (FPR 1-1.2302-2) (August 1975).

5. Add New Clause No. 45 entitled Cost Accounting Standards.

B. Additional General Provisions - Cost Reimbursement Type Contract AID 1420-41D (7-1-76) which includes Clauses 1 through 15.

1. Clause No. 3 entitled Travel Expenses (September 1975) is replaced by New Clause No. 3 entitled Travel Expenses (December 1975).

2. Pursuant to paragraph (a) of Clause No. 7 entitled Personnel (September 1975), see attached special provision incorporated hereto and made a part hereof.

GENERAL PROVISIONS

Cost Reimbursement Type Contract

INDEX OF CLAUSES

1. Definitions
2. Changes
3. Biographical Data
4. Leave and Holidays
5. Travel and Transportation Expenses
6. Standards of Work
7. Inspection
8. Limitation of Cost
9. Allowable Cost, Fixed Fee, and Payment
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15. Subcontractor Cost and Pricing Data
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30. Rights in Data
31. Release of Information
32. Equal Opportunity
33. Convict Labor
34. Walsh-Healey Public Contracts Act
35. Officials Not to Benefit
36. Covenant Against Contingent Fees
37. Language, Weights and Measures
38. Security Requirements
39. Utilization of Minority Business Enterprises
40. Listing of Employment Openings
41. Payment of Interest on Contractors' Claims
42. Employment of the Handicapped
43. Notices

1. DEFINITIONS (DEC. 1970)

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

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

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

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

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

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

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

*Refer to text

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

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

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

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

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

2. CHANGES (DEC. 1970)

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

ADDITIONAL GENERAL PROVISIONS

COST REIMBURSEMENT TYPE CONTRACT

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

INDEX OF CLAUSES

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

1. DEFINITIONS (SEPT. 1974)

(a) "Dependents" shall mean:

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

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

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

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

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

(f) "Contractor's Chief of Party" shall mean the representative of the Contractor in the Cooperating Country who shall be responsible for supervision of the performance of all duties undertaken by the Contractor in the Cooperating Country.

2. LEAVE AND HOLIDAYS (SEPT. 1974)

(a) *Vacation Leave Overseas.*

(1) The Contractor may grant to his employees working overseas under this Contract, vacations of reasonable duration in accordance with the Contractor's established practice for his employees, but in no event shall such vacation leave be earned at a rate exceeding twenty-six (26) work days per annum. Vacation leave is provided under this Contract primarily for purposes of affording necessary rest and recreation to regular employees during their tour of duty in the cooperating country. The Contractor's Chief of Party, the employee and the cooperating country institution associated with this project shall develop vacation leave schedules early in the employee's tour of duty taking into consideration project requirements, employee preference, and other factors.

(2) Leave taken during the concluding weeks of an employee's tour shall be included in the established leave schedule and be limited to that amount of leave which can be earned during a twelve month period unless approved in accordance with paragraph (3) below.

(3) Vacation leave earned but not taken by the end of the employee's tour pursuant to (1) and (2) above will be forfeited, unless the requirements of the project precluded the employee from taking such leave and the contracting officer, with the endorsement of the mission, approves one of the following as an alternative:

(i) Taking, during the concluding weeks of the employee's tour, leave not permitted under (2) above, or

(ii) Lump-sum payment for leave not taken provided such leave does not exceed the number of days which can be earned by the employee during a twelve month period.

Additional
Special Provision Regarding General Provision No. 7

Additional
In accordance with paragraph (a) of General Provision No. 7
entitled "Personnel", whereunder the Contractor may not send individuals outside of the United States to perform work under the contract without the prior written approval of the Contracting Officer, the Contracting Officer does, hereby, provide said approval for those individuals required to travel outside the United States; provided, however, that concurrence with the assignment and/or travel of any and all said individuals outside the United States is obtained, in writing, from the Cognizant Technical Office of A.I.D. prior to their assignment and/or travel, abroad.

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

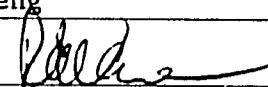
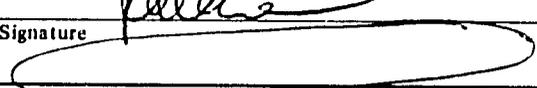
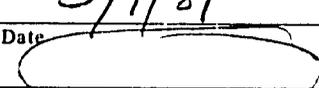
CONTRACT/GRANT/COOPERATIVE AGREEMENT DATA SHEET

SER/CM/SD/SUP Action
Monitor **MVS**

SER/CM/SD/SUP Action
Office **COD/PE**

INSTRUCTIONS: AID/W - Complete 4 copies of the form. Original SER/CM/SD/SUP Statistical Section Copy; Copy 2 SER/CM/SD/SUP Administrative Copy
Copy 3 Contracting Officer's Copy; Copy 4 SER/CM/SD/SUP Admin. (Suspense) Copy.
Missions - Complete 2 copies of the form. Original SER/CM/SD/SUP Statistical Section Copy, and Copy 2 will be retained in the Missions.

PART IA.

Contractor/Grantee Name World Education				
PIO/T Number 3698530	Appropriation Number A#4	72-1191021.5	Allotment Number 945-36-099-00-20-13	Project Number 931-1020
Project Title Research on Nonformal Education for Preliterates Adults				
Amount of this PIO/T \$ -0-	Project Manager's Name and Office Symbol DS/ED: James Hoxeng			Contractor's D-U-N-S Number
Negotiator's Typed Name		Signature 	Date 3/9/81	
Contract/Grant Officer's Typed Name Gerald Gold		Signature 	Date 	

PART IB.

Contract/Grant Number AID/ta-C-1455	Type Order	Order Number	Amendment/Modification Number 8	Date PIO/T Received by CM/SD/SUP or Mission Contract Office 2/10/81
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PART II.

Effective Date of Document 3/9/81	Signature Date of Document 3/9/81	Estimated Completion Date 5/31/81	Contract/Grant funded through (date) 5/31/81
Host Country Institution (University contract ONLY)	Campus Coordinator (University contract ONLY)	Amount Obligated/Deobligated/Subobligated by this Action 0	Cumulative Obligation thru this Action

PART III.

Description of Contract/Grant: Please 'X' ONLY ONE item under each heading. IF OTHER, please specify. (Complete both pages 1 and 2). NOTE: Not to be completed for Amendment or Modification Actions.

M03 - TYPE ACTION

- 0. Contract/Grant/Cooperative Agreement
- 1. Task Order (BOA)*
- 2. Work Order (IOC)*
- 3. Delivery Order (Requirements)*
- 4. Purchase Order

*If 1, 2, or 3 have an 'X', complete M12 ONLY.

M04 - CONTRACT/GRANT TYPE

- 0. MOA, (BOA, BMA, etc.)
- 1. Fixed Price (Specify: FFP, FPRD, FPEPA, FPI) _____
- 2. Cost Reimbursement (Specify: CR, CPFF, CS, CPAF, CPIF) _____
- 3. Cooperative Agreement
- 4. Grant - General Support*
- 5. Grant - Specific Support*
- 6. Grant - 211(d)*
- 7. Do Not Use
- 8. IQCs
- 9. Host Country Contract/Grant*

*Complete ONLY through M51.

M05 - SELECTION PROCEDURES

- A. Formally advertised (IFB) (AIDPR 7-2.4 & FPR 1-2.4)
- B. Negotiated Price Competition, General Procedure (RFP) (AIDPR 7-4.56)
- C. A & E (AIDPR 7-4.10)
- D. Ed. Inst. and/or Int'l Research (AIDPR 7-4.57)
- E. Collaborative Assistance (AIDPR 7-4.58)
- F. Predominant Capability (AIDPR 7-3.101-50(b)(3))

- G. Unsolicited Proposal (AIDPR 7-3.101-50(b)(6))
- H. Procurement to be Performed by the Contractor in Person (AIDPR 7-3.101-50(b)(1))
- I. Sole Source (AIDPR 7-3.101-50(b)(4))
- J. Impairment of Foreign Policy Objectives (AIDPR 7-3.101-50(b)(7))
- K. 8(a) Selection (FPR 1-1.713-1)
- L. Grant (Handbook 13)
- M. Do Not Use
- N. Cooperative Agreement (Handbook 13)
- O. Small Business Set-Aside (FPR 1-1.706-8)
- P. Overseas Procuring Activities (AIDPR 7-3.101-50(b)(2))

M06 - TYPE SERVICE

- A. Training of Participants
- B. Technical Assistance (Program, Project related except A & E Services)
- C. A & E Services
- D. Construction
- E. Research
- F. Technical Services to AID (other than training; usually operating expense)
- G. Training Service for AID
- H. Equipment, Materials, Supplies, Commodities
- I. Translation Service

M07 - TYPE CONTRACTOR/GRANTEE

- A. Firm - All profit-making firms (other than A & E)
- B. A & E Firms

- C. Individual (Non-personal service)
- D. Individual (Personal Service)
- E. University/Other Educational Institutions
- F. Non-Profit Organization, Institutions (other than Ed or PVO)
- G. Private Voluntary Organization (PVO)
- H. International Agricultural Research Organization
- I. Public International Organizations (UN Agencies, ICRC World Bank, etc.) (HB 13, Chapter 5)

M08 - TYPE AWARD

- A. SB Set-Aside - Awarded to Non-Minority
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- G. Personal Service Contract - Non-Minority
- H. Personal Service Contract - Minority
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(Continued on Page 2)

CONTRACT/GRANT/COOPERATIVE AGREEMENT DATA SHEET

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PART IA.

Contractor/Grantee Name

World Education

PIO/T Number 931-1020-3698530 A#3	Appropriation Number 72-1191021.5	Allotment Number 945-36-099-00-20-13	Project Number 931-1020
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Project Title

Research on Nonformal Education for Preilliterate Adults

Amount of this PIO/T -0-	Project Manager's Name and Office Symbol DS/ED: James Hoxeng	Contractor's D-U-N-S Number
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Negotiator's Typed Name R. Ware	Signature <i>[Signature]</i>	Date 12/31/80
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Contract/Grant Officer's Typed Name Gerald Gold	Signature	Date
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PART IB.

Contract/Grant Number AID/ta-C-1455	Type Order	Order Number	Amendment/Modification Number 6	Date PIO/T Received by CM/SD/SUI or Mission Contract Office 12/17/80
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PART II.

Effective Date of Document 12/31/80	Signature Date of Document 12/31/80	Estimated Completion Date 3/31/81	Contract/Grant funded through (date) 3/31/81
Host Country Institution (University contract ONLY)	Campus Coordinator (University contract ONLY)	Amount Obligated/Deobligated/Subobligated by this Action 0	Cumulative Obligation thru this Action

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Description of Contract/Grant: Please 'X' ONLY ONE item under each heading. IF OTHER, please specify. (Complete both pages 1 and 2). NOTE: Not to be completed for Amendment or Modification Actions.

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- H. Procurement performed by the Contractor/Person (AIDPR 7-3.101-50(b)(7))
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- B. Technical Assistance (Program, Project related except A & E Services)
- C. A & E Services
- D. Construction
- E. Research
- F. Technical Services to AID (other than training; usually operating expense)
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- M. U.S. Government

(Continued on Page 2)

[Handwritten Signature]

JAN 9 1981

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CONTRACT/GRANT/COOPERATIVE AGREEMENT DATA SHEET

SR/CM/SD/SUP Action Office

CM/COD/PE

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ENTERED
AUG 14 1980

Contractor/Grantee Name World Education			
PIO/T Number 3698530	Appropriation Number 72-1191021.5	Allotment Number 945-36-099-00-20-03	Project Number
Project Title Research on Nonformal Education for Preiterate Adults (Administrative change, extension in time) 4 1980			
Amount of this PIO/T - 0 -	Project Manager's Name and Office Symbol DS/ED, James Hoxeng		Contractor's D-U-N-S Number
Negotiator's Typed Name Robert Ware	Signature <i>[Signature]</i>		Date 8/19/80
Contract/Grant Officer's Typed Name Gerald Gold	Signature		Date

PART IB.

Contract/Grant Number AID/TA-G-1455	Type Order	Order Number	Amendment/Modification Number 5	Date PIO/T Received by CM/SD/SU or Mission Contract Office 6-19-80
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PART II.

Effective Date of Document 8/12/80	Signature <i>[Signature]</i>	Date of Document 8/12/80	Estimated Completion Date 12/31/80	Contract/Grant funded through (date) 12/31/80
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- G. Personal Service Contract - Non-Minority
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- L. Not Small Business (Univ., Non-Profit, Large Firms) Minority
- M. U.S. Government

(Continued on Page 2)

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(Page 2)

(A) Expendable equipment, supplies, or commodities - for transactions totalling more than \$2,500.

(B) Non-expendable property - for every purchase. Non-expendable property is property which is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of more than \$500. This definition applies only to personal property purchased by the Contractor or delivered directly to the Contractor from the vendor. Personal property issued to the Contractor in the host country by the mission accountable officer and listed as non-expendable is reportable to the mission accountable officer regardless of its value."

2. General Provision 16, Reports. Paragraph (d) is amended by deleting the words ". . . to the AID Reference Center . . ." and in their place inserting ". . . to the Office of Development Information and Utilization, Bureau for Development Support"

3. General Provision 19, Government Property, is deleted in its entirety. In its place insert the attached Government Property Clause.

4. General Provision 23, Termination for Default or for Convenience of the Government:

Paragraph (j) is amended by deleting the phrase "... at the rate of 6 percent per annum,..." and in its place inserting "...at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41 (50 U.S.C. App. 1215(b)(2)) for the Renegotiation Board,..."

5. General Provision 26, Disputes, dated December 1970, is deleted in its entirety. In its place insert the attached General Provision entitled "Disputes" (FPR 1-7.102-12 and 1-7.602-2, March 1, 1979).

6. General Provision 29, Patent Rights. The attached clause entitled "Patent Rights - acquisition by the Government" is incorporated into the General Provisions of this Contract.

7. General Provision 40, Listing of Employment Openings, is deleted in its entirety. In its place insert the attached General Provision entitled "Disabled Veterans and Veterans of the Vietnam Era."

8. General Provision 44, Clean Air and Water, is attached hereto and is incorporated into the General Provisions of this Contract.

9. General Provision 45, Cost Accounting Standards, is attached hereto and is incorporated into the General Provisions of this Contract.

(Page 3)

10. General Provision No. 46, Use of Government Facilities and Personnel, is attached hereto and is incorporated into the General Provisions of this Contract.

11. Delete General Provision Nos. 20 and 39 in their entirety, and substitute in lieu thereof, a new General Provision No. 20, "Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals", attached hereto.

12. General Provision No. 47, "Labor Surplus Area Subcontracting Program", is attached here and is incorporated into the General Provisions of this Contract.

B. The Additional General Provisions (Form AID 1420-41D (7-1-76)) of this Contract are modified as follows:

1. Additional General Provision 3, Travel Expenses:

(a) Paragraph (1)(1)(ii) is deleted in its entirety. In its place insert the following new paragraph (1)(1)(ii):

"(ii) Death, or serious illness or injury of a member of the immediate family of the employee or the immediate family of the employee's spouse. 'Serious illness or injury' and 'immediate family' are defined in accordance with Section 699.5 of the Uniform State/AID/USIA Regulations, as in effect on the date of such travel."

(b) Paragraph (1), Use of U.S. Flag Carriers, is deleted in its entirety.

2. Additional General Provision 4, Transportation and Storage Expenses:

Paragraph (d)(1), International Air Transportation, is deleted in its entirety.

3. Additional General Provision 5, Title to and Care of Property, is deleted in its entirety. In its place insert the attached Additional General Provision "Title to and Care of Property (March 1979)".

4. Additional General Provision 11, Insurance - Workmen's Compensation, Private Automobiles, Marine, and Air Cargo is amended by deleting paragraph (a), Workmen's Compensation Insurance, in its entirety. In its place, insert the attached clause entitled "Workmen's Compensation Insurance (Defense Base Act) (Dec. 1977)."

5. Additional General Provision 16, Preference for U.S. Flag Air Carriers, is attached hereto and is incorporated into the Additional General Provisions of this Contract.

General Provision No. 19

GOVERNMENT PROPERTY (FPA 19-21)(September 1979)

("Government property" or "Government-furnished property" as used in the following clause, means non-expendable property owned by or leased to the U.S. Government and furnished to the Contractor, or non-expendable property acquired by the Contractor under the contract and titled to the U.S. Government. Non-expendable property is property which is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of more than \$500. This definition applies only to personal property purchased by the Contractor or delivered directly to the Contractor from the vendor. Personal property issued to the Contractor in the host country by the mission accountable officer and listed as non-expendable is reportable to the mission accountable officer regardless of its value.)

(a) 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 any 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 (1) return such property at the Government's expense or otherwise dispose of the property, or (2) effect repairs or modifications. Upon completion of (1) or (2), 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)(i) By notice in writing, the Contracting Officer may (1) decrease the property furnished or to be furnished by the Government under this contract, or (ii) substitute other Government-owned property for property to be furnished 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 paragraph (1), above, or any withdrawal of authority to use property provided under any 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 to all property furnished by the Government shall remain in the Government. Title to all property purchased by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Government upon delivery of such property by the vendor. Title to other property, the cost of which is reimbursable to the Contractor under the contract, shall pass to and vest in the Government upon (1) issuance for use of such property in the performance of this contract, or (2) commencement of processing or use of such property in the performance of this contract, or

(3) reimbursement of the cost thereof by the Government in whole or in part, whichever first occurs. All Government-furnished property, together with all property acquired by the Contractor title to which vests in the Government under this paragraph, are subject to the provisions of this clause and are hereinafter collectively referred to as "Government property." Title to the 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 personality by reason of affixation to any realty.

(d) The Contractor shall be directly responsible for and accountable for all Government property provided under this contract. The Contractor shall establish and maintain a system to control, protect, preserve, and maintain all Government property. This system shall, upon request by the Contracting Officer, be submitted for review and, if satisfactory, approved in writing by the Contracting Officer. The Contractor shall maintain and make available such records as are required by the approved system and must account for all Government property until relieved of responsibility therefor in accordance with the written instructions of the Contracting Officer. To the extent directed by the Contracting Officer, the Contractor shall identify Government property by marking, tagging, or segregating in such manner as to clearly indicate its ownership by the Government.

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

(f) The Contractor shall maintain and administer, in accordance with sound industrial practice, a program for the utilization, 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 Government property.

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

(1) Which results from willful misconduct or lack of good faith on the part of any one 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:

(A) All or substantially all of the Contractor's business; or

(B) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed; or

(C) A separate and complete major industrial operation in connection with the performance of this contract.

(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 subparagraph (1), above:

(A) To maintain and administer, in accordance with sound industrial practice, the program for utilization, maintenance, repair, protection, and preservation of Government property as required by paragraph (f) hereof, or to take all reasonable steps to comply with any appropriate written direction of the Contracting Officer under paragraph (f) hereof; or

(B) To establish, maintain, and administer in accordance with paragraph (d) hereof a system for control of Government property.

(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 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.

Any failure of the Contractor to act, as provided in subparagraph (ii), above, shall be conclusively presumed to be a failure resulting from willful misconduct, or lack of good faith on the part of such directors, officers, or other representatives mentioned in subparagraph (1), above, if the Contractor is notified by the Contracting Officer by registered or certified mail addressed to one of such directors, officers, or other representatives, of the Government's disapproval, withdrawal of approval, or

non-acceptance of the Contractor's program or system. In such event it shall be presumed that any loss or damage to Government property resulted from such failure. The Contractor shall be liable for such loss or damage unless he can establish by clear and convincing evidence that such loss or damage did not result from his failure to maintain an approved program or system, or occurred during such time as an approved program or system for control of Government property was maintained.

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. If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not effect the liability of the Contractor for loss or destruction of or damage to the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of or damage to the property while in the latter's possession or control, except to the extent that the subcontract, with the prior approval of the Contracting Officer, provides for the relief of the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for the utilization of the property in accordance with the provisions of the prime contract.

(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 provisions 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, and shall communicate with the loss and salvage organization, if any, now or hereafter designated by the Contracting Officer, and with the assistance of the loss and salvage organizations so designated (unless the Contracting Officer has designated that no such organization be employed), 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 the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where the subcontractor has not been relieved from liability for any loss or destruction of or damage to Government property, the Contractor shall enforce the liability of the subcontractor for such loss or destruction of or damage to the Government property for the benefit of the Government.

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

(i) Upon the completion of this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit to the Contracting Officer in a form acceptable to him, inventory schedules covering all items of the Government property not consumed in the performance of this contract, or not theretofore delivered to the Government, and shall deliver or make such other disposal of such Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by

the contract or shall be paid in such manner as the Contracting Officer may direct. The foregoing provisions shall apply to scrap from Government property; Provided, however, That the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings, or cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account therefor as a part of general overhead or other reimbursable cost in accordance with the Contractor's established accounting procedures.

(j) Unless otherwise provided herein, the Government:

(1) May abandon any Government property in place, and thereupon all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to the Contractor with regard to restoration or rehabilitation of the Contractor's premises, neither in case of abandonment (paragraph (j)(1), above), disposition on completion of work or of the contract (paragraph (i), above), nor otherwise, except for restoration or rehabilitation costs caused by removal of Government property pursuant to paragraph (b), above.

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

(1) Reporting Requirements

The Contractor shall submit an annual report on all non-expendable property in a form and manner acceptable to AID substantially as follows:

ANNUAL REPORT OF AID OWNED NON-EXPENDABLE
PROPERTY IN CONTRACTOR'S CUSTODY
(Name of Contractor)
As of (End of Contract Year), 19

	MOTOR VEHICLES		FURNITURE & FURNISHINGS OFFICE LIVING QUARTERS		OTHER NON-EXPENDABLE PROPERTY
A. Value of Property as of Last Report					
B. Transactions during This Reporting Period					
1. Acquisitions (Add)					
a. Purchased by Contractor					
b. Transferred from AID					
c. Transferred from Others-Without Reimbursement 1/					
2. Disposals (Deduct)					
a. Returned to AID					
b. Transferred to AID - Contractor Purchased					
c. Transferred to Other Gov't. Agencies 1/					
d. Other Disposals 1/					
C. Value of Property as of Reporting Date					
D. Estimated Average Age of Contractor Held Property					
	Years	Years	Years	Years	

PROPERTY INVENTORY VERIFICATIONS

I attest that (1) physical inventories of Government owned non-expendable property are taken not less frequently than annually; (2) the accountability records maintained for Government owned property in our possession are in agreement with such inventories; and (3) the total of the detailed accountability records maintained agrees with the property value shown opposite line C above, and the estimated average age of each category of property is as cited opposite line D above.

Authorized Signature

1/ Explain if transactions were not processed through or otherwise authorized by AID.

GENERAL PROVISION NO. 26

Disputes. (a) This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601, et seq.). If a dispute arises relating to the contract, the contractor may submit a claim to the Contracting Officer who shall issue a written decision on the dispute in the manner specified in DAR 1-316 (FPR 1-1.316).

(b) "Claim" means:

(1) a written request submitted to the Contracting Officer;

(2) for payment of money, adjustment of contract terms or other relief;

(3) which is in dispute or remains unresolved after a reasonable time for its review and disposition by the Government; and

(4) for which a Contracting Officer's decision is demanded.

(c) In the case of disputed requests or amendments to such requests for payment exceeding \$50,000 or with any amendment causing the total request in dispute to exceed \$50,000 the Contractor shall certify at the time of submission as a claim, as follows:

I certify that the claim is made in good faith that the supporting data are accurate and complete to the best of my knowledge and belief, and that the amount requested accurately reflects the contract adjustment for which the contractor believes the Government is liable.

(Contractor's Name) _____

(Title) _____

(d) The Government shall pay the contractor interest:

(1) on the amount found due on claims submitted under this clause;

(2) at the rates fixed by the Secretary of the Treasury under the Renegotiation Act, Public Law 92-41;

(3) from the date the Contracting Officer receives the claim until the Government makes payment.

(e) The decision of the Contracting Officer shall be final and conclusive and not subject to review by any forum, tribunal or Government agency unless an appeal or action is timely commenced within the times specified by the Contract Disputes Act of 1978.

(f) The Contractor shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action related to the contract, and comply with any decision of the Contracting Officer.

(FPR 1-7.102-12 and 1-7.602.2)
(March 1, 1979)

DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
(This clause shall be included in all contracts exceeding \$10,000)

(a) The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, or otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: employment, upgrading, promotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

(b) The Contractor agrees 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 of the contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the listing occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and listings as may be required.

State and local Government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, and are required to provide those reports set forth in paragraphs (b) and (c).

(c) Listing of employment openings with the employment service system pursuant to this clause shall be made at least monthly, with the use of any other recruitment source or method 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. The 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 Executive Orders or regulations regarding nondiscrimination in employment.

(d) The reports required by paragraph (b) 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 hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment, and placement.

(e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State 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.

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

(g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do 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 or an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(h) 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 non-production; plant and office; laborers and mechanics; supervisory and non-supervisory; technical; and executive, administrative, and professional openings that are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than 90 days' duration, and part-time employment. It does not include openings which the contractor proposes to fill from his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

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

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

(4) "Openings which the contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment 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.

(i) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(j) In the event of the Contractor's noncompliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(k) The contractor agrees to post in conspicuous places available to employees and applicants for employment notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligations under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

(l) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by terms of the Vietnam Era Veteran's Readjustment Assistance Act and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.

(m) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

IAK AIR AND WATER (FPR 1-2 2302-2) (AUG 1975)

Applicable only if the contract exceeds \$2,000, or the contracting officer has determined that orders under an indefinite quantity contract in any one year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-9(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or the contract is not otherwise exempt.)

(a) The Contractor agrees as follows:

(1) To comply with all the requirements of section 114 of the Clean Air Act, as amended (42 U.S.C. 1857, et seq., as amended by Pub. L. 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued hereunder before the award of this contract.

(2) That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Polluting Facilities on the date when this contract was awarded unless and until the Agency eliminates the name of such facility from such listing.

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

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

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

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

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

(3) The term "clean air standards"

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

(4) The term "clean water standard" means any enforceable limitation, control condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. 1317).

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

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

OST ACCOUNTING STANDARDS

(a) Unless the Cost Accounting Standards Board, or the General Services Administration, in the case of non-defense contracts, has prescribed rules or regulations compelling the Contractor or this Contract from standards, rules, and regulations promulgated pursuant to 50 U.S.C. 2716 (P.L. 91-379, August 15, 1970), or other statutory authority, 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 contains this Cost Accounting Standards clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets or commercial or financial information which is privileged or confidential, the Disclosure Statement 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 is made for any contract or subcontract subject to Cost Accounting Standards Board requirements, the change must be disclosed 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 a change, adjustment shall be made in accordance with paragraph (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 submitted cost or pricing data, on the date of final payment or price as shown on the Contractor's signed certificate of current cost or pricing data. The Contractor shall comply with any Cost Accounting Standard which hereafter becomes applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively on the date of applicability to such contract or subcontract.

(4) Agree to an equitable adjustment (as provided in the Changes clause of this Contract, if any) if the contract price is affected by a change which, pursuant to (3) above, the Contractor is required to make to his established accounting practices whether such practices are covered in his Disclosure Statement or not.

(5) Negotiate with the Contracting Officer to determine terms and conditions under which a change to either a cost accounting practice or an established cost accounting practice, other than a change under (4)(A), above, is made. A change to a practice may be proposed by either the Government or the Contractor, provided, however, no agreement may be made under this provision that will increase costs paid by the United States.

(6) 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 (1) and (a)(2), above, and such failure results in any increased costs paid by the United States. Such adjustment will provide for recovery of the increased costs to the United States together with interest thereon computed at a rate determined by the Secretary of the Treasury pursuant to P.L. 92-41, 85 Stat. 97, or 7 per cent 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 a 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, of the Cost Accounting Standards Board, or of 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:

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

(2) Prices set by law or regulation, and except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to accept the Cost Accounting Standards clause by reason of Para. 331.30(b) of Title 4, Code of Federal Regulations (4 CFR 331.30(b)) or Para. 1-3.1203 (a)(2) of Title 41, Code of Federal Regulations (41 CFR 1-3.1203(a)(2)).

However, if this is a contract with an agency which permits subcontractors to appeal final decisions of the Contracting Officer directly to the head of the agency or his duly authorized representative, then the Contractor shall include the substance of paragraph (b) as well.

NOTE: (1) Subcontractors shall be required to submit their Disclosure Statements to the Contractor. However, if a subcontractor has previously submitted his Disclosure Statement 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 its terms thereof are matters 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. 331.20 of Part 331 of Title 4, Code of Federal Regulations (4 CFR 331.20) 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 received is accepted."

Use of Government Facilities or Personnel
(May 1978)

(a) The Contractor and any employee or consultant of the Contractor is prohibited from using U.S. Government facilities (such as office space or equipment) or U.S. Government clerical or technical personnel in the performance of the services specified in the Contract, unless the use of Government facilities or personnel is specifically authorized in the Contract, or is authorized in advance, in writing, by the contracting officer.

(b) If at any time it is determined that the Contractor, or any of its employees or consultants have used U.S. Government facilities or personnel without authorization either in the Contract itself, or in advance, in writing, by the contracting officer, then the amount payable under the Contract shall be reduced by an amount equal to the value of the U.S. Government facilities or personnel used by the Contractor, as determined by the contracting officer.

(c) If the parties fail to agree on an adjustment made pursuant to this clause, it shall be considered a "dispute," and shall be dealt with under the terms of the "Disputes" clause of the Contract.

Additional General Provision No. 5

TITLE TO AND CARE OF PROPERTY
(MARCH 1979) (AIDPR 7-7.5002-4)

(a) Title to all non-expendable property purchased with contract funds under this contract and used in the Cooperating Country, shall at all times be in the name of the Cooperating Government, or such public or private agency as the Cooperating Government may designate, unless title to specified types or classes of non-expendable property is reserved to AID under provisions set forth in the Schedule of this contract; but all such property shall be under the custody and control of Contractor until the owner of title directs otherwise, or completion of work under this contract or its termination, at which time custody and control shall be turned over to the owner of title or disposed of in accordance with its instructions. All performance guaranties and warranties obtained from suppliers shall be taken in the name of the title owner. (Non-expendable property is property which is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of \$500 or more. This definition applies only to personal property purchased by the Contractor or delivered directly to the Contractor from the vendor. Personal property issued to the Contractor in the host country by the mission accountable officer and listed as non-expendable is reportable to the mission accountable officer regardless of its value.)

(b) Contractor shall prepare and establish a program, to be approved by the Mission, for the receipt, use, maintenance, protection, custody and care of non-expendable property for which it has custodial responsibility, including the establishment of reasonable controls to enforce such program.

(c)(1) For non-expendable property to which title is reserved to the U.S. Government under provisions set forth in the Schedule of this contract, Contractor shall submit an annual report on all non-expendable property under his custody as required in the Government Property clause of this contract.

(2) For non-expendable property titled to the Cooperating Government, the Contractor shall, within 90 days after completion of this contract, or at such other date as may be fixed by the Contracting Officer, submit an inventory schedule covering all items of non-expendable property under his custody, which have not been consumed in the performance of this contract. The Contractor shall also indicate what disposition has been made of such property.

Additional General Provision No. 11

**Workmens' Compensation Insurance
(Defense Base Act)
(Dec 1977)**

- (1) The Contractor before commencing performance under this contract shall provide and thereafter maintain such Workmens' Compensation Insurance or security as is required by the Defense Base Act, as amended (42 USC 1651 et seq.).
- (2) Contractor agrees to procure Defense Base Act insurance coverage requirements pursuant to a contract between AID and its insurance carrier; unless, Contractor has a DBA self insurance program approved by the Department of Labor; an approved retrospective rating plan for DBA, entered into a long term agreement for DBA coverage with an underwriter or agent prior to November 14, 1977. However, if it would be economical to cancel the long-term coverage and pay short-term rates, contractor is required to do so.
- (3) If the Contractor secures a waiver of Defense Base Act coverage for its employees who are not citizens of the United States, residents of or hired in the United States, or, AID has secured such a waiver, the contractor agrees to comply with the conditions of such waiver.
- (4) The Contractor further agrees to insert in all subcontracts hereunder to which the Defense Base Act is applicable, a clause similar to this clause, including this sentence, imposing on all such subcontractors a like requirement to provide overseas Workers' Compensation Insurance coverage and obtain Defense Base Act coverage under the AID requirements contract.

PATENTS RIGHTS-ACQUISITION BY THE GOVERNMENT (FPR 1-9.107-5 (a)) (May 1975)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The Contractor shall furnish the Contracting Officer:

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

(ii) Interim reports¹ at least every 12 months from the date of the contract listing Subject Inventions for that period and certifying that:

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

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

(iii) A final report¹ within 3 months after completion of the contract work, listing all Subject Inventions or certifying that there were no such inventions.

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

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

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

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

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

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

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

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

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

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

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

¹Agency may specify form.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 (i) 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.

UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL BUSINESS CONCERNS OWNED AND CONTROLLED BY SOCIALLY AND ECONOMICALLY DISADVANTAGED INDIVIDUALS (FPR TEMP. REG. 50, SUP. 2) (MAY 1980)

(This clause is applicable to all contracts over \$10,000, except contracts for personal services and contracts which will be performed entirely (including all subcontracts) outside any State, territory, or possession of the United States, the District of Columbia, or the Commonwealth of Puerto Rico.)

(a) It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency.

(b) The contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with the efficient performance of this contract. The contractor further agrees to cooperate in any studies or surveys as may be conducted by the Small Business Administration or the contracting agency which may be necessary to determine the extent of the contractor's compliance with this clause.

(c)(1) As used in this contract, the term "small business concern" shall mean a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

(2) The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern--

(i) which is at least 51 per centum owned by one or more socially and economically disadvantaged individuals; or in the case of any publicly owned business, at least 51 per centum of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

(ii) whose management and daily business operations are controlled by one or more of such individuals.

The contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and other minorities, or any other individual found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.