

CONTRACT BETWEEN THE  
UNITED STATES OF AMERICA  
and  
VANDERBILT UNIVERSITY

PIO/T 512-122.2-3-70465  
Approp: 72-1171010  
Allot: 795-50-512-00-69-71

PIO/T 512-122.2-3-70466  
Approp: 72-1171010  
Allot: 795-50-512-00-69-71

This contract is made and entered into between the Government of the United States of America, represented by the Agency for International Development (hereafter referred to as AID) and Vanderbilt University (hereafter referred to as Contractor), an educational institution chartered by the State of Tennessee with its principal office in Nashville, Tennessee.

WHEREAS, the Contractor is willing and able to render technical assistance requested by the Government of Brazil (hereafter referred to as the Cooperating Country) under agreements between said government and the Government of the United States of America.

NOW, THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE. The Contractor agrees to use its best efforts to render technical advice and assistance to the cooperating country (Institute of the Sciences of Man) in conducting economic and social research.

as more specifically provided for in Appendix B, "Operational Plan", attached hereto and made a part hereof. Contractor will develop in consultation with the United States operations mission (hereafter referred to as Mission) as soon as practicable, but not later than 120 days after arrival in the cooperating country, a detailed work program to implement the project, which work program will be subject to review from time to time as considered necessary by the Mission or the Contractor.

II. CONDITIONS GOVERNING OPERATIONS

A. It is understood that the services provided in the cooperating country are an integral part of the United States technical assistance program and will be performed under the general policy guidance of the Mission Director. The Contractor will be responsible for all professional and technical details of the contract and shall keep the Mission Director currently informed of the progress of the project.

- B. Activities under this contract shall be governed by the "Standard Provisions" set forth in Appendix A, the "Approved Budget" set forth in Appendix C, and the "Special Provisions" contained in Appendix D, all of which are attached hereto and made a part hereof.

III. FINANCING. The Contractor will be reimbursed for the costs incurred by it in performing services hereunder in accordance with the applicable provisions of Appendix A and Appendix D, subject to the following limitations made in respect thereto:

- A. Total A.I.D. commitment subject to limitations expressed in Appendix C \$110,574

IV. TERM. The Contract shall be effective on July 1, 1968 and the services to be rendered and the right to incur obligations hereunder shall continue until June 30, 1970 unless previously terminated in accordance with the provisions set forth in Appendix A.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year last specified below.

UNITED STATES OF AMERICA  
AGENCY FOR INTERNATIONAL DEVELOPMENT

BY *D. Chiddo*  
D. Chiddo  
Contracting Officer  
TITLE Bureau for Latin America  
DATE 8 JUL 1968

VANDERBILT UNIVERSITY

BY *William W. Force*  
TYPED NAME WILLIAM W. FORCE  
Vice Chancellor for  
TITLE Business Affairs  
DATE JUN 29 1968

CONTRACT BETWEEN THE UNITED STATES OF AMERICA  
AND VANDERBILT UNIVERSITY

---

APPENDIX B - OPERATIONAL PLAN

---

A. OBJECTIVE

The Contractor, Vanderbilt University, shall provide technical advice and services in the fields of economics and sociology to the Institute of the Sciences of Man of the Federal University of Pernambuco so that the Institute may improve its technical capacity in social science research and therefore undertake economic and social research projects for SUDENE (The Superintendency for the Development of the Northeast) and other Northeastern Planning Agencies as well as for the Institute's own academic and research programs.

B. SCOPE OF WORK

The Contractor shall perform the services listed below but such performance is not limited thereto:

1. At the Institute of the Sciences of Man of the Federal University of Pernambuco in Recife the Contractor shall supply two professors, one in economic research, the other in social research who will perform the following services:

(a) Advise and assist in planning and organizing faculty members and student researchers in economic and social research

activities at the Institute. Particular emphasis will be given to problem definition, data collection, the organization and execution of sample survey work, and evaluation and presentation of field survey sampling results in addition to analysis of already existing material and data.

(b) Teach formal classes in their respective disciplines to faculty and graduate or undergraduate students.

(c) Advise the library on new acquisition of books and in general review, appraise and recommend text and reference material appropriate for graduate teaching and research in the fields of economics and sociology.

(d) Assist in the selection of Brazilian candidates for graduate and/or post graduate training in economics, sociology and related disciplines in the United States.

C. PERSONNEL

The following positions are authorized during the term of this Contract:

<u>No. of Position</u>	<u>Specialized Field</u>	<u>Man-months</u>
	<u>Off-campus</u>	
1	Economist/COP	24
2	Sociologists <i>12 months each</i>	24
	<u>On-Campus</u>	
1	Campus Coordinator	2.3
1	Secretary	3.0

D. REPORTS

In addition to the reporting requirements set forth in Article IV. of Appendix A, the Contractor shall submit the following:

1. The Contractor's Chief of Party in Brazil shall submit to the USAID Mission monthly reports indicating the progress of the program, evaluating past activities and making recommendations for continued improvement of the program.
2. The remaining employees of the Contractor's party shall make periodic reports to the Chief of Party at his discretion; however, all employees shall submit end-of-tour reports in accordance with USAID instructions, evaluating their past work and making specific recommendations for the future progress of the program.
3. At the conclusion of this contract the Contractor shall prepare and submit to the Contracting Officer three (3) copies and to the USAID Mission four (4) copies of a final report which summarizes the accomplishments of the assignment, methods of work used and recommendations regarding unfinished work and/or program continuation. The final report shall be submitted two weeks prior to the expiration date of this contract.
4. Such other interim reports as may be required by the USAID Director.

CONTRACT BETWEEN THE UNITED STATES OF AMERICA  
AND VANDERBILT UNIVERSITY

Budget No. 1

Appendix C - Approved Budget

<u>Line Item No.</u>	<u>Total Budget</u> Fr: 07/-1/68 To: 06/30/70
1. Salaries	\$ 69,580
2. Allowances	6,500
3. Travel and Transportation	16,750
4. Other Direct Costs	12,137
5. Overhead	5,607
	<hr/>
Grand Total	<u>\$110,574</u>

Special Provisions

1. The firm budget represents the total funds authorized to be expended by the Contractor during the period indicated. Within the grand total of the firm budget the Contractor may increase or decrease any of the line items contained in the firm budget, by not more than 15% without obtaining approval of the Contracting Officer.

CONTRACT BETWEEN THE UNITED STATES OF AMERICA  
AND VANDERBILT UNIVERSITY

---

Appendix D - Special Provisions

---

I. OVERHEAD

Until fixed overhead rates are determined by A.I.D. audit, reimbursement for overhead shall be made at the provisional off-campus rate of 6.02% of off-campus salaries and wages and at the provisional on-campus rate of 39.0% of the on-campus salaries and wages as shown in the Approved Budget.

II. LOGISTIC SUPPORT

For the Contractor's personnel at the Institute of the Sciences of Man, the Institute will provide office space, office equipment, translation and interpreter service. USAID will furnish furniture and household equipment.

If this logistic support is not provided it shall be considered reimbursable under the contract with the prior written approval of USAID, but the total cost may not exceed the total budget approved herein.

III. ORIENTATION AND LANGUAGE TRAINING

Within the total approved budget, the Contractor may conduct and be reimbursed for Orientation and Language Training in such manner as is authorized in writing by the USAID Director.

IV. LOCAL CURRENCY COSTS

Quarters, Temporary Lodging and Education Allowances are not funded hereunder. The Contractor will be reimbursed for these costs in Local Currency in accordance with the written instructions of the USAID Director.

V. EQUAL OPPORTUNITY

Reference Appendix A - General Provisions, Article XII. Nondiscrimination Delete in its entirety and insert the following in lieu thereof:

"XII. Equal Opportunity

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color; or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising to labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, 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 contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States."

1. Amendment No. 1	2. Effective Date July 1, 1970	3. Contract No. AID/1a-553	4. Effective Date July 1, 1969
5. CONTRACTOR (Name and Address) Vanderbilt University Nashville, Tennessee 37203		6. Administered by <u>CERTIFIED TRUE COPY</u> USAID/Brazil SIGNED <u>A. Luciano</u> EFFECTIVE DATE <u>7/1/70</u>	
7. PIO/T No. 512-122-3-70465 A-1 Appropriation No. 72-1171010 Allotment Symbol - 795-50-512-00-69-71		8. Previous PIO/Ts - 512-122-70465 70466	

9. The above numbered Contract is hereby modified as follows:
1. Reference Article IV - Term - Delete "June 30, 1970" and insert in lieu thereof "August 31, 1970".
  2. Reference Appendix B - Operational Plan; C. Personnel; Off-Campus, Man-Months - Delete "24" and insert in lieu thereof "26".
  3. Reference Appendix C - Approved Budget; Total Budget Column: Delete "6-30-70" and insert in lieu thereof "8-31-70".

10. This amendment is entered into pursuant to the authority of the Foreign Assistance Act of 1961, as amended, and Executive Order No. 11223. Except as herein provided, all terms and conditions of the contract referenced in Block #3 remain unchanged and in full force and effect.

11. Contractor is required to sign this document and return 5 copies to issuing office.

<p>12. CONTRACTOR VANDERBILT UNIVERSITY</p> <p>By: <u>James S. Worley</u> James S. Worley (Name typed or printed)</p> <p>Title <u>Associate Provost</u></p> <p>Date <u>7/7/70</u></p>	<p>UNITED STATES OF AMERICA AGENCY FOR INTERNATIONAL DEVELOPMENT</p> <p>By: <u>D. Chiddo</u> D. Chiddo (Name typed or printed)</p> <p>Title <u>Contracting Officer</u></p> <p>Date <u>7-14-70</u></p>
---	---

10

SIGNED A. Luciano

MODIFICATION OF CONTRACT

EFFECTIVE DATE March 3, 1971

1. Amendment No. 2	2. Effective Date March 1, 1971	3. Contract No. AID/1a-553	4. Effective Date July 1, 1969
5. CONTRACTOR (Name and Address) Vanderbilt University Nashville, Tennessee 37203		6. Administered by - USAID/ Brazil	
7. PIO/T No.  Appropriation No.  Allotment Symbol - Ref: (Moncada-Rosen Memo 1/17/71)		8. Previous PIO/Ts -  N.A.	

9. The above numbered Contract is hereby modified as follows:  
Reference Appendix D. Paragraph No. I, "Overhead" - Delete in its entirety and substitute the following in lieu thereof:

"I. OVERHEAD

The Contractor shall be reimbursed for overhead costs pursuant to Clause XXII of Appendix "A", Standard Provisions, at the following finalized overhead rates applied to direct salary and wages, excluding fringe benefits.

(continued page 2)

10. This amendment is entered into pursuant to the authority of the Foreign Assistance Act of 1961, as amended, and Executive Order No. 11223. Except as herein provided, all terms and conditions of the contract referenced in Block #3 remain unchanged and in full force and effect.

11. Contractor is required to sign this document and return 5 copies to issuing office.

12. CONTRACTOR  
VANDERBILT UNIVERSITY  
By: James S. Worley  
JAMES S. WORLEY  
Associate Prov. (Name typed or printed)  
Title \_\_\_\_\_  
Date 3-19-71

UNITED STATES OF AMERICA  
AGENCY FOR INTERNATIONAL DEVELOPMENT  
By: R. E. Shaughnessy  
R. E. Shaughnessy  
(Name typed or printed)  
Title Contracting Officer  
Date MAR 26 1971

<u>Period</u>	<u>On-Campus</u>	<u>Off-Campus</u>
7/1/65 to 6/30/66	37.5%	10.75%
7/1/66 to 6/30/69	39.0%	22.6%

The provisional rates for the ensuing periods shall be the fixed rates for the period 7/1/66 to 6/30/69."

BEST AVAILABLE COPY

12-

1. Amendment No. <u>3</u>	2. Effective Date <u>July 1, 1968</u>	3. Contract No. <u>AID/1a-553</u>	4. Effective Date <u>July 1, 1969</u>
5. CONTRACTOR (Name and Address)  Vanderbilt University Nashville, Tennessee 37203		6. Administered by -  USAID/Brazil	
7. PIO/T No.  Appropriation No.  Allotment Symbol - ICR Memorandum dtd. <u>11/3/71</u> Moncada-Rosen Memo dated <u>2/17/71</u>	8. Previous PIO/Ts -  N/A		

9. The above numbered Contract is hereby modified as follows:

1. Reference Appendix D. Paragraph No. I, "Overhead" - Delete in its entirety and substitute the following in lieu thereof:

"I. OVERHEAD

The Contractor shall be reimbursed for overhead costs pursuant to Provision XXII of Appendix "A", Standard Provisions, at the following finalized overhead rates applied to direct salary and wages, including fringe benefits.

DB (continued page 2)

10. This amendment is entered into pursuant to the authority of the Foreign Assistance Act of 1961, as amended, and Executive Order No. 11223. Except as herein provided, all terms and conditions of the contract referenced in Block #3 remain unchanged and in full force and effect.

11. Contractor is required to sign this document and return 5 copies to issuing office.

12. CONTRACTOR  
VANDERBILT UNIVERSITY

By: Glen F. Clanton  
Glen F. Clanton  
(Name typed or printed)

Title Associate Provost

Date 4/4/72

UNITED STATES OF AMERICA  
AGENCY FOR INTERNATIONAL DEVELOPMENT

By: DB Hiddo  
(Name typed or printed)

Title Contracting Officer

Date 4-7-72

13

<u>PERIOD</u>	<u>ON-CAMPUS</u>	<u>OFF-CAMPUS</u>
7-1-65 to 6-30-66	37.5%	10.75%
7-1-68 to 6-30-69	39.0%	22.6%
7-1-69 to 6-30-70	44.0%	24.0%

2. Reference Appendix A, Standard Provisions, Provision XXII, Indirect Costs (Overhead) - Add the following new Section 6.:

"6. Effective on 7/1/70, the following shall govern in lieu of Clause XXII Indirect Costs (Overhead) of Appendix A:

XXII. Indirect Costs (Overhead) - Predetermined

The Contractor will be reimbursed for indirect costs allocable to this contract as follows:

- A. Notwithstanding the provisions of any other clause of this contract, the allowable indirect costs under this contract shall be obtained by applying predetermined overhead rates to bases agreed upon by the parties, as specified below.
- B. The Contractor, as soon as possible but not later than three (3) months after the expiration of his fiscal year, shall submit to the Contracting Officer, with a copy to the cognizant audit activity, a proposed predetermined overhead rate or rates based on the Contractor's actual cost experience during that fiscal year, together with supporting cost data. Negotiations of predetermined overhead rates shall be undertaken as promptly as practicable after receipt of the Contractor's proposal.
- C. Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the provisions of Subpart 1-15.3 (Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Educational Institutions) of the Federal Procurement Regulations as in effect on the date of this contract, as amended by Office of Management and Budget Circular A-21, Revised.
- D. The results of each negotiation shall be set forth in a modification to this contract, which shall specify (i) the agreed predetermined overhead rates, (ii) the bases to which the rates apply, (iii) the fiscal year unless the parties agree to a different period for which the rates apply, and (iv) the specific items treated as direct costs or any changes in the items previously agreed to be direct costs.
- E. Pending establishment of predetermined overhead rates for any fiscal year or different period agreed to by the parties, the Contractor shall be reimbursed either at the rates fixed for the previous fiscal year or other period or at billing rates acceptable to the Contracting Officer subject to appropriate adjustment when the final rates for that fiscal year or other periods are established.

142



- j) Equipment rentals
- k) Books and publications
- l) Printing charges
- m) Lump sum payments for unused vacation leave
- n) Consultants and non-U.S. personnel
- o) Other special costs authorized by Contracting Officer.

- (4) Costs reimbursed as direct charges will be excluded from the overhead calculation.
- (5) It is mutually agreed that the Contractor will render library services to Contractor employees hereunder at the Contractor's home institution, and to staff members overseas."

BEST AVAILABLE COPY

16