

## Technical Assistance Bureau

Major Types of Activity Development of Highly Nutritious Low-Cost Food ProductsProject Title Improving the Nutritive Value of Cereal-Based FoodsProject Number 931-17-560-481RAC  
PXX 2-20-67Date ~~PROP~~ Project Summary  
Approved 11-10-66Name of Contractor Kansas State University, Manhattan Contract No. csd 1586Starting Date Obligation FY 1967 Termination Funding FY 1972  
Work 6-30-67 Date Work 6-29-73Project Monitor I. HornsteinExtension 29771Funding Data  
(in thousands)

	U.S. Contribution		
	Oblig.	Expend.	Unliquidated
Cumulative through 6/30/69	350	280	70
FY 1970	177	210	37
FY 1971	137		
FY 1972	164		

Project Target and Course of Action

To improve nutritional value by fortification and process modification and maintain product acceptability of wheat based foods indigenous to Pakistan and Morocco.

(a) Wheat and milled wheat products are supplemented with lysine or protein concentrates. The best blends from a nutritional, economic, and acceptability viewpoint are determined. (b) wheat processing modifications to maximize the recovery of nutritionally valuable constituents are carried out. Both of these major objectives are performed in three steps: (a) a survey phase to determine the indigenous materials available, (b) an experimental phase at Kansas State University, and (c) a field testing phase to evaluate the finished products.

Accomplishments to Date

(a) The survey phase has been completed and the experimental phase is well underway. (b) Rats fed a 10 or 13% protein diet based on wheat flour plus all necessary vitamins and minerals and supplemented with essential amino acids to meet 80% of the NRC requirement need only 0.5 to 0.6% lysine to promote growth. (c) Procedures for the manufacture of chick pea flour and work on incorporating chick pea flour into bread-type food products is underway. (e) PERs for pigeon pea flour were 0.67; work on this product has been discontinued. (f) PERs for wheat mixtures containing 20% broad bean flour are satisfactory and acceptability of products made from this mixture are being studied. (g) Atta supplemented

with soy flour, chick pea flour, broad bean flour, cottonseed flour or FPC is being used to prepare chapatis and other bread-like products. Acceptability and nutritional studies are underway.

FY 72 Program and Future Targets

- (a) Field testing of the most promising formulations.
- (b) Development of improved procedures for incorporating "high" protein flour into bread-like products.
- (c) Study the effect of cooking on nutritive value of finished products.

RESEARCH

93 045 (4)  
PD-AAC-06

Project Title Improving the Nutritive Value of Cereal-Based Foods

Project Number 931-17-560-481

Starting Date 6/30/67 Termination Date 6/29/72

Cumulative Obligations June 30, 1968 280  
 (in thousand \$) FY 1969 Actual 70  
 FY 1970 Estimate 76  
 FY 1971 Proposed

Name of Contractor(s) Kansas State University, Manhattan

Contract Number(s) csd-1586

Cooperating Sponsor(s) Morocco & Pakistan

Project Summary (RAC)

Date of FROR 11/10/66 Date Approved (PAR) 2/20/67 Evaluation Date (PAR) 4/14/69

Purpose

To improve nutritional value by fortification and process modification and maintain product acceptability of wheat based foods indigenous to Pakistan and Morocco.

Description of Activity

(a) Wheat and milled wheat products are supplemented with lysine or protein concentrates. The best blends from a nutritional, economic and acceptability viewpoint are determined (b) wheat processing modifications to maximize the recovery of nutritionally valuable constituents are carried out. Both of these major objectives are performed in three steps: (a) a survey phase to determine the indigenous materials available, (b) an experimental phase at Kansas State Univ., and (c) a field testing phase to evaluate the finished products.

Accomplishments

The survey phase has been completed and the experimental phase is underway. Samples of Moroccan and West Pakistani products and legumes were collected and flow sheets showing the processing applied to the grains from hand made to continuous processing systems were prepared. Protein rich nutrients similar to those used in Morocco and Pakistan were obtained in the USA and these as well as other supplements including amino acids were used for experimental studies. Native flours such as Atta duplicated in terms of composition and physical proportions chapates made from these flours have been highly acceptable. Bioassays have shown that lysine fortification without minerals and vitamins is unsatisfactory. Fortification of factious with both lysine and methionine gave PERs comparable to milk casein.

Future Targets

(a) Rat feeding studies will be conducted to determine the best supplementation for various wheat varieties. (b) The effect of cooking on nutritive value will be studied. (c) A decision, if possible, will be made, on the efficacy of pure nutrients compared to natural foodstuffs.

COST TYPE CONTRACT FOR RESEARCH AND DEVELOPMENT

9310481-5  
PD-AAC-106

AGENCY FOR INTERNATIONAL DEVELOPMENT  
NEGOTIATED CONTRACT NO. AID/csd-1506

CONTRACT TYPE  
Cost-Reimbursable

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

AMOUNT

\$280,071

(8) 481

CONTRACT FOR

Improving the nutritive value of cereal based foods.

ISSUING OFFICE (NAME AND ADDRESS)

Office of Procurement  
Agency for International Development  
Washington, D. C.

CONTRACTOR (NAME AND ADDRESS)

Kansas State University  
The Food and Feed Grain Institute  
Manhattan, Kansas

ADMINISTRATION BY

Office of Procurement  
Agency for International Development  
Washington, D. C.

COGNIZANT SCIENTIFIC/TECHNICAL

OFFICE  
AID/SCN/ICF

MAIL VOUCHERS (Original and 3 copies)  
TO PAYING OFFICE

Agency for International Development  
Office of the Controller  
Washington, D. C. 20523

ACCOUNTING AND APPROPRIATION DATA

PIO/F NO. 940-11-800-401-73-4657028  
APPROPRIATION NO. 72-1171004  
ALLIEMENT NO. 754-46-099-00-22-71

EFFECTIVE DATE

June 30, 1967

ESTIMATED COMPLETION DATE

June 29, 1972

TYPES OF BUSINESS (CHECK APPROPRIATE BOX(ES))

SOLE PROPRIETORSHIP

SMALL BUSINESS

PARTNERSHIP

LARGE SUPPLIES AREA

JOINT VENTURE

X UNIVERSITY

CORPORATION INCORPORATED IN STATE OF

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 16 Pages, including the Table of Contents, and the General Provisions and Additional General Provisions (Form CT/GF/R&D, 3-63).

NAME OF CONTRACTOR

Kansas State University

UNITED STATES OF AMERICA

AGENCY FOR INTERNATIONAL DEVELOPMENT

BY (Signature of authorized individual)

*[Signature]*

BY (Signature of Contracting Officer)

*[Signature]*

TYPED OR PRINTED NAME

W. J. Perry

JUN 27 1967

TYPED OR PRINTED NAME

R. J. Torrey

TITLE Controller

WCP

CONTRACTING OFFICER

*[Handwritten notes]*

TABLE OF CONTENTS  
SCHEDULE

The Schedule, on pages, 1 through 16, consists of this Table of Contents and the following Articles:

ARTICLE I	- STATEMENT OF WORK	ARTICLE VII	- BUDGET
ARTICLE II	- TECHNICAL DIRECTIONS	ARTICLE VIII	- COSTS REIMBURSABLE
ARTICLE III	- KEY PERSONNEL	ARTICLE IX	- ESTABLISHMENT OF
ARTICLE IV	- LEVEL OF EFFORT		- OVERHEAD RATE
ARTICLE V	- PERIOD OF CONTRACT	ARTICLE X	- PERSONNEL COMPENSATION
ARTICLE VI	- ESTIMATED COST, OBLIGATED FUNDS, AND LIMITATION ON TOTAL PAYMENTS	ARTICLE XI	- ADDITIONAL CLAUSES

FUNDS AVAILABLE

DATE 03/30/67  
ORGANIZATION No. 4670027  
ADDRESS 754-46-071000  
ACCOUNT 1280,07100  
By (initials) Am e/poc/h

## GENERAL PROVISIONS AND ADDITIONAL GENERAL PROVISIONS

The following provisions, numbers 1 through 50 are the General Provisions of this contract:

- |     |  |     |   |
|-----|--|-----|---|
| 1.  | Definitions  | 23. | Termination for Default or for Convenience of the Government                  |
| 2.  | Changes  | 24. | Excusable Delays  |
| 3.  | Biographical Data  | 25. | Stop Work Order   |
| 4.  | Leave and Holidays   | 26. | Disputes  |
| 5.  | Travel and Transportation Expenses                         | 27. | Authorization and Consent   |
| 6.  | Standards of Work  | 28. | Notice and Assistance Regarding Patent and Copyright Infringement             |
| 7.  | Inspection   | 29. | Patent Provisions and Publication of Results                                  |
| 8.  | Limitation of Cost   | 30. | Rights in Data  |
| 9.  | Allowable Cost, Fixed Fee and Payment                      | 31. | Release of Information  |
| 10. | Negotiated Overhead Rates                                  | 32. | Equal Opportunity   |
| 11. | Assignment of Claims                                       | 33. | Convict Labor   |
| 12. | Examination of Records                                     | 34. | Walsh-Healey Public Contracts Act   |
| 13. | Price Reduction for Defective Cost or Pricing Data         | 35. | Officials Not to Benefit  |
| 14. | Audit and Records  | 36. | Covenant Against Contingent Fees  |
| 15. | Subcontractor Cost and Pricing Data                        | 37. | Language, Weights and Measures  |
| 16. | Reports  | 38. | Notices   |
| 17. | Procurement of Equipment, Vehicles, Materials and Supplies | 39. | Definitions   |
| 18. | Subcontracts   | 40. | Personnel   |
| 19. | Title to and Care of Property                              | 41. | Leave and Holidays  |
| 20. | Utilization of Small Business Concerns                     | 42. | Allowances  |
| 21. | Utilization of Concerns in Labor Surplus Areas             | 43. | Travel and Transportation Expenses  |
| 22. | Insurance - Liability to Third Persons                     | 44. | Conversion of United States Dollars to Local Currency                         |
|     |  | 45. | Orientation and Language Training   |
|     |  | 46. | Insurance - Workmen's Compensation, Private Automobiles, Marine and Air Cargo |
|     |  | 47. | Services Provided to Contractor   |
|     |  | 48. | Miscellaneous   |
|     |  | 49. | Contractor - Mission Relationships  |
|     |  | 50. | Notice of Changes in Regulations  |

General Provisions and Additional General Provisions for Cost Type Contract for Research and Development (Form CE/GP/R&D, 3-66) are attached hereto and such General Provisions are incorporated in this contract.

## ARTICLE I - SCOPE OF WORK

### A. General Objectives

This research project is designed to improve the nutritional value of wheat-based food by supplementation and process modification without decreasing the food acceptability to the consuming people in three food deficit areas of the world. The work will investigate the processing and preparative techniques involved in making chappaties (India), roti (Pakistan), and cous-cous (North Africa), to determine and measure the quality criteria, and to develop quality parameters. Within these parameters, formulas will be developed that increase the nutritional levels of the foods while maintaining acceptability. The work will be done both by incorporating known nutrition supplements and by determining how milling and other processes may be modified to maximize the recovery and use of nutritionally valuable constituents of wheat that would otherwise be used only for feed.

### B. Specific Objectives

Studies will be conducted in two parts as follows:

#### 1. Wheat Product Supplementation:

Wheat and milled wheat products will be studied to determine how they may be best supplemented with lysine or protein concentrates from the soybean, cottonseed, peanut, fish, etc. and vitamins, minerals and iodine in order to determine the best nutritionally economical blends which will result in highly acceptable finished foods.

These supplementation studies will be carried out in three phases:

a. Survey phase -- Investigations will be made at Kansas State University and in India, Pakistan and North Africa to determine the processing and preparational techniques involved with chappaties, roti and cous-cous. The important quality criteria of the products will be measured and quality parameters developed. Cooperating agencies in each developing country will be identified and relationships established during this phase.

b. Experimental phase -- Formulations and processing techniques will be developed at Kansas State University. The products of these studies will be screened organoleptically and evaluated nutritionally at Kansas State. Composition of the finished foods will be determined and the most desirable from the acceptability and compositional standpoints will be evaluated by animal and limited human studies for nutritional value.

c. Field testing phase -- The best methods and products from the experimental phase will be thoroughly field tested for acceptability in India, Pakistan and North Africa.

## 2. Wheat Processing Modification

Process modifications will be studied to maximize the recovery of the nutritionally valuable constituents of wheat.

The process modification phase will also be carried out in three phases:

a. Survey phase -- Present methods of milling and processing in India, Pakistan, and North Africa will be evaluated and the nutritional values of resulting byproduct streams will be studied. Cooperating agencies in each developing country will be identified and relationships established during this phase.

b. Experimental phase -- Materials resulting from milling or processing modifications will be carried through the final product preparation and included as protein concentrates to be evaluated in the experimental phase of the supplementation studies.

c. Field testing -- Adaptation of modifications in processing techniques in existing facilities will be tested in India, Pakistan and North Africa.

C. Time Schedule

It is anticipated that the wheat product supplementation studies and the wheat processing modifications will take place simultaneously. The survey phases will be performed during the first year. The experimental phases will begin in the second year and continue through the fourth year. It is anticipated that the field tests will start in the third year and continue through the completion of the contract. The inception of the field tests are contingent upon sufficiently acceptable results from the experimental phases.

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:

Key Personnel

Dr. W. J. Hoover	Mr. A. B. Ward
Mr. W. C. Hurley	Mr. E. P. Farrell
Mr. R. J. Robinson	Dr. Beth Alsup
Dr. J. A. Johnson	Dr. Dorothy Meyer

B. The personnel specified above are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer; provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. The listing of key personnel may, with the consent of the contracting parties, be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

ARTICLE IV - LEVEL OF EFFORT

A. The level of effort for the performance of this contract shall be 918 total man months of direct labor.

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

	<u>No. Man-Months (For Five years)</u>
Senior Investigators	108
Post-Doctoral Research Assts.	180
Graduate Assistants	210
Technician	360
Secretary	60
TOTAL	<u>919</u>

It is mutually understood and agreed that within the minimum total man-months above, and within the limitations in Article III above, the Contractor may make such adjustments in the level of effort as may advance the performance of work under this contract.

ARTICLE V - PERIOD OF CONTRACT

A. The effective date of this contract is June 30, 1967, and the estimated completion date is June 29, 1972.

ARTICLE VI - ESTIMATED COST, OBLIGATED FUNDS, AND LIMITATION ON TOTAL PAYMENTS

A. The total estimated cost of this Contract to the Government is \$868,459.

B. There is presently obligated for commitment under this Contract the amount of \$290,071 which may be utilized for the dollar costs as set forth in Article VII entitled "Budget". Additional U.S. dollar sums may be allocated to this contract by the Contracting Officer, in which event upon written notice to the Contractor, the obligated funds shall be deemed increased by the additional sum or sums so allocated. A.I.D.'s obligation for dollar payments to the Contractor hereunder shall in no event exceed the obligated funds as allocated to this Contract in accordance with this provision.

ARTICLE VII - BUDGET

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

BUDGET

Line Item	Firm Budget	Projected Budget	Projected Budget	Projected Budget	Projected Budget	Total Budget
	Fr: 6/30/67 To: 6/29/68	Fr: 6/30/68 To: 6/29/69	Fr: 6/30/69 To: 6/29/70	Fr: 6/30/70 To: 6/29/71	Fr: 6/30/71 To: 6/29/72	Fr: 6/30/67 To: 6/29/72
1. Salaries	\$ 92,200	\$ 93,700	\$ 93,700	\$ 95,200	\$ 95,200	\$470,000
2. Equipment	32,500	15,000	15,000	5,000	5,000	72,500
3. Supplies	9,000	9,000	9,000	9,000	9,000	45,000
4. Travel & Transportation	26,000	11,000	6,000	16,000	31,000	90,000
5. Other Direct Cost	750	1,250	1,250	1,500	1,500	6,250
6. Overhead	36,234	36,824	36,824	37,413	37,413	184,703
Grand Total	<u>\$196,684</u>	<u>\$166,774</u>	<u>\$161,774</u>	<u>\$164,113</u>	<u>\$179,113</u>	<u>\$869,453</u>

SPECIAL PROVISIONS

1. The firm budget represents the total funds authorized to be expended by the Contractor during first year of operations hereunder. Within the grand total of the firm budget the Contractor may adjust any line item amount in the firm budget by 15% without obtaining approval of the Contracting Officer.

2. The projected budget covers estimated costs for the second year of operations hereunder.

3. As soon as practicable during the period covered by the firm budget, but not later than three months prior to the end of the firm budget period, the Contractor will submit new budget proposals in three (3) copies to A.I.D. Washington. Such proposals will include:

a. Data (by Line Items of this Budget) on Contractor's cumulative expenditures from the effective date of this contract through the end of the current firm budget period. At the time of submittal this data will necessarily be a combination of (1) actual expenditures through the latest practicable date in the current firm budget period (show separately) plus (2) estimated expenditures for the remainder of the current firm budget period.

b. Proposed firm budget for the year (or other agreed upon period) immediately following the end of the current firm budget period, accompanied by work-sheet data in sufficient detail as to justify the firm budget proposal.

#### ARTICLE VIII - CCSTS REIMBURSABLE

The United States dollar costs allowable under the contract shall be limited to reasonable, allocable, and necessary costs determined in accordance with General Provision <sup>9</sup> ~~22~~ <sup>with R</sup> of this Contract entitled "Allowable Cost, Fixed Fee, and Payment".

#### ARTICLE IX - 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 June 30, 1967, and ending June 29, 1968. Pending

establishment of final overhead rates for the initial period, provisional payments on account of allowable indirect costs shall be made on the basis of the following negotiated provisional rates applied to the base(s) which are set forth below:

<u>39.3%</u> (Rate)	<u>Direct U.S. Base Salaries</u> (Base)	<u>As above</u> (Period)
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ARTICLE X - PERSONNEL COMPENSATION

A. Limitations

Compensation of personnel which is charged as a direct cost under this contract, like other costs, will be reimbursable in accordance with the Schedule, Article VIII, entitled "Costs Reimbursable" and General Provision 9, entitled "Allowable Cost, Fixed Fee, and Payment" and other applicable provisions of this contract but subject to the following additional specific understandings which set limits on items which otherwise would be reasonable, allocable and allowable.

1. 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 the 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 top level salary rate of FSR-1 (or the equivalent daily rate for FSR-1 if salary is not computed 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 Increases

Merit or promotion increases may not exceed the Contractor's established policy and practice.

5. Consultants

Consultant services for a maximum number of 90 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, the current compensation or the highest rate of annual compensation received by the consultant during any full

year of the immediately preceding three years. There is a ceiling on a reimbursable compensation for any consultant of \$100.00 per day and a total period of service for each consultant not to exceed 90 work days in any twelve month period, unless advance written approval is given by the Contracting Officer.

6. Third Country and Cooperating Country Nationals

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

7. Work Week

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

B. Definitions

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

ARTICLE XI - ADDITIONAL CLAUSES

A. Reports

1. Ten copies each of semi-annual substantive reports of scientific progress will be submitted to AID/A beginning six months following the effective date of the contract.

2. Ten copies of an annual administrative report will be submitted to the technical office, beginning 12 months following the effective date of the contract, describing briefly the status of the work in progress, changes in research personnel, expenditure of man-months, and other management information deemed necessary. Two copies of this report shall be submitted to the Contracting Officer.

B. Delete General Provision No. 31, (Release of Information) and in lieu thereof insert the following:

"31. Release of Information

(a) The required reports dealing with the objectives of this contract and related notes and data accumulated as a result of the activities carried out under this contract may be freely published by the Contractor after prior submittal to A.I.D. provided, however, that no material shall be published which is determined by A.I.D. within 60 days after receipt by A.I.D., to be classified as being inimical to national security or to the relationships of the United States to another country. Continuation of any work determined to be classified shall be subject to the mutual agreement of the parties hereto.

(b) Any recommendations and related notes and technical data furnished pursuant to activities under this Contract, other than reports, notes and data described in paragraph (a) above, shall become the property

of A.I.D., and A.I.D. shall have the right to use them for any beneficial purpose without any additional compensation to the Contractor. Any such recommendations in the possession of the Contractor shall be treated as confidential, and shall be delivered to A.I.D. whenever so requested."

C. Use of Humans in Experiments

The Contractor covenants that it will conduct its activities and perform its objectives and duties under this Contract in a manner which safeguards the rights, health and welfare of the individuals who are or will be subjects of the Contractor's research. In furtherance of its covenant the Contractor will adhere to the standards, regulations and requirements established by the United States Public Health Service for safeguarding the rights, health and welfare of individuals and will furnish A.I.D. with such further written assurance as are required by the United States Public Health Service.

D. Title to Government Property

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 (i) issuance for use of such property in the performance of this contract, or (ii) commencement of processing or use of such property in the performance of this contract, or (iii) 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 personalty by reason of affixation to any realty.

E. Control of Property Financed Under Contract

In accordance with Additional Clause D above entitled "Title to Government Property", the Contractor shall maintain adequate control records for the major components of property acquired under this contract. The Contractor's property control system shall be reviewed and approved in writing by the Contracting Officer. Such property control system shall include, but not be limited to the following:

1. A method of identification of each major component financed under this contract.
2. The price of each major component financed under this contract.
3. Location of each major component financed under this contract.
4. A record of any usable components which are permanently removed from items of property financed under this Contract, as a result of modification or otherwise.
5. A record of disposition of any major component of property financed under this contract.

The official records shall be kept in such condition that at any stage of completion of the work under this contract, the status of property financed by this contract may be readily ascertained. A report of

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current status of all major components of property financed under this contract shall be submitted to the Contracting Officer with the annual administrative report. The final report shall contain a complete list of all major components of property financed under this contract including the status, disposition and location of all items of property financed under this contract.

F. For the purpose of this contract, any reference to "Subpart 1-15.2 (Principles and Procedures for Use in Cost Reimbursement Type Supply and Research Contracts with Commercial Organizations) of the Federal Procurement Regulations", wherever and whenever it appears shall be deleted and the following shall be substituted in its place "Subpart 1-15.3 (Principles for Determining Applicable Costs under Research Contracts with Educational Institutions) of the Federal Procurement Regulations".

7 copies  
returned 2/11

19 FEB 1969

DEPARTMENT OF STATE  
AGENCY FOR INTERNATIONAL DEVELOPMENT  
WASHINGTON, D.C. 20523

Kansas State University  
Manhattan, Kansas 66502

Subject: Amendment No. 2  
Contract No. AID/csd-1536

Gentlemen:

Pursuant to the Foreign Assistance Act of 1961, as amended, and Executive Order No. 11223, the subject contract is hereby amended as follows:

1. Cover Page - Amount, delete the amount "\$280,071", and insert in lieu thereof the amount "\$349,566".
2. Cover Page - Accounting and Appropriation Data, add the following:  
PIO/T No. 931-17-560-481-73-319570  
Appropriation No.: 72-1191004  
Allotment No.: 954-31-099-00-22-91
3. Article VI entitled "Estimated Cost, Obligated Funds and Limitation on Total Payments", delete Paragraph A in its entirety.
4. Article VI entitled "Estimated Cost, Obligated Funds and Limitation on Total Payments", Paragraph B, - delete the figure "\$280,071" and insert in lieu thereof the figure "\$349,566".
5. Article VII entitled "Budget" - delete the Budget in its entirety and substitutes in lieu thereof the following:

BUDGET

<u>Line Items</u>	<u>Actual and Estimated Expenditures</u>	<u>Firm Budget</u>	<u>Total Budget</u>
	Fr: 6-30-67 To: 12-31-68	Fr: 1-1-69 To: 3-31-70	Fr: 6-30-67 To: 3-31-70
1. Salaries & Wages (Including Fringe Benefits)	\$ 56,743	\$ 117,125	\$ 173,868
2. Equipment	22,087	30,000	52,087
3. Supplies	5,491	11,250	16,741
4. Travel & Transportation	1,943	13,750	15,693
5. Other Direct Costs	767	1,563	2,330
6. Overhead	28,996	52,851	88,847
Total Costs	<u>\$ 116,027</u>	<u>\$ 233,532</u>	<u>\$ 349,566</u>

6. Article IX entitled "Establishment Of Overhead Rate" - delete in its entirety and in lieu thereof insert the following:

" Pursuant to the provisions of the Clause of the General Provisions of this Contract entitled "Negotiated Overhead Rates", the following rates are established for the periods indicated:

<u>Period</u>	<u>Base</u>	<u>Final Rate</u>	
		<u>On-Campus</u>	<u>-Off-Campus</u>
Fr: 7- 1-66	Direct Salaries & Wages		
To: 6-30-67	(Including Fringe Benefits)	51.1%	25.7%
		<u>Provisional Rate</u>	
		<u>On-Campus</u>	<u>-Off-Campus</u>
Fr: 7- 1-67	Direct Salaries & Wages		
To: 6-30- <del>67</del> 70	(Including Fringe Benefits)	51.1%	25.7% "

If you are in agreement with this amendment, please have an authorized official sign the original and all copies and return the original and all copies to this office.

Sincerely yours,

*F. J. Moncada*

F. J. Moncada  
Contracting Officer  
Contract Services Division  
Office of Procurement

ACCEPTED:

KANSAS STATE UNIVERSITY

BY: *Ralph H. Perry* MAR 17 1969

TITLE: Comptroller

DATE *3/17/69*

ORIG. NO. *100-10-2-1*

ALLOCATION *100-10-2-1-1*

AMOUNT *25.7%*

By (initials) *RHP*

*100-10-2-1*  
*100-10-2-1-1*  
*100-10-2-1-1-1*

JUL 1970

DEPARTMENT OF STATE  
AGENCY FOR INTERNATIONAL DEVELOPMENT  
WASHINGTON, D.C. 20523

Kansas State University  
Manhattan, Kansas 66502

Subject: Amendment No. 3  
Contract No. AID/csd-1586

Gentlemen:

Pursuant to the Foreign Assistance Act of 1961, as amended, and Executive Order No. 11223, the subject contract is hereby amended as follows:

1. Cover Page - Amount, delete the amount "\$349,566", and insert in lieu thereof the amount "\$526,584".

2. Cover Page - Accounting and Appropriate Data, add the following:

PIO/T No.:	931-17-580-481-73-3105710
Appropriation No.:	72-1101006
Allotment No.:	056-31-099-00-22-C1

3. General Provisions and Additional General Provisions, delete in entirety and in lieu thereof insert "ATTACHMENT A" which is attached hereto and made a part hereof.

4. Article VI entitled "Estimated Cost, Obligated Funds and Limitation on Total Payments", Paragraph B, - delete the figure "\$349,566" and insert in lieu thereof the figure "\$526,584".

5. Article VII entitled "Budget" - delete the Budget in its entirety and substitute in lieu thereof the following:

PREPARED ON PAGE 34.

BUDGET

<u>Line Items</u>	<u>Actual and Estimated</u>	<u>Firm Budget</u>	<u>Total Budget</u>
	<u>Expenditures</u> Fr: 8-30-67 To: 3-31-70	Fr: 4-1-70 To: 3-31-71	Fr: 8-30-67 To: 3-31-71
1. Salaries & Wages (Including Fringe Benefits)	\$ 187,379	\$ 93,700	\$ 281,079
2. Equipment	30,004	24,000	54,004
3. Supplies	13,741	6,600	20,341
4. Travel & Transportation	9,074	11,000	20,074
5. Other Direct Costs	3,805	3,650	7,455
6. Overhead	<u>95,751</u>	<u>47,860</u>	<u>143,631</u>
Total Costs	<u>\$ 339,754</u>	<u>\$ 186,250*</u>	<u>\$ 526,584</u>

Within the firm budget, the Contractor may adjust line item amounts as reasonably necessary for the performance of this contract.

\* Precontract (Pre-Amendment Costs)

The allowable cost of performance of this amendment shall include all allowable and allocable costs which have been incurred by the Contractor in anticipation of this amendment on and after April 1, 1970, but prior to the date hereof, and which, if incurred after the date of this amendment, would have been considered as items of allowable and allocable costs under this amendment; provided, however, that such pre-amendment costs shall not exceed \$48,100, unless such amount is subsequently increased in writing by the Contracting Officer.

6. Article XI - Additional Clauses, delete Clauses "B" through "F" and in lieu thereof, insert the following new Clauses "B" through "M":

B. Delete all references to "Subpart 1-15.2 (Principles and Procedures for Use in Cost-Reimbursement Type Supply and Research Contracts with Commercial Organizations) of the Federal Procurement Regulations" appearing in all General Provisions except General Provision 4 (Leave and Holidays), and in lieu thereof insert "Sub-part 1-15.3 (Principles for Determining Applicable Costs Under Research Contracts with Educational Institutions) of the Federal Procurement Regulations".

C. Delete General Provision Clause No. 12 entitled "Examination of Records", and in lieu thereof insert the following:

#### EXAMINATION OF RECORDS

(a) The Contractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Part 1-20 of the Federal Procurement Regulations (41 CFR Part 1-20), whichever expires earlier, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

(b) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified

in Part 1-20 of the Federal Procurement Regulations (41 CFR Part 1-20), whichever expires earlier, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$2,500 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

D. Delete General Provision Clause No. 14 entitled "Audit and Records", and in lieu thereof, insert the following:

#### AUDIT AND RECORDS

(a) The Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this contract. The foregoing constitute "records" for the purposes of this clause.

(b) The Contractor's plants, or such part thereof as may be engaged in the performance of this contract, and his records shall be subject at all reasonable times to inspection and audit by the Contracting Officer or his authorized representatives. In addition, for purposes of verifying that cost or pricing data submitted, in conjunction with the negotiation of this contract or any contract change or other modification involving an amount in excess of \$100,000, were accurate, complete, and current, the Contracting Officer, or his authorized representatives, shall, until the expiration of 3 years from the date of final payment under this contract, or of the time periods for the particular records specified in Part 1-20 of

the Federal Procurement Regulations (41 CFR Part 1-20), whichever expires earlier, have the right to examine those books, records, documents, papers, and other supporting data which involve transactions related to this contract or which will permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein.

(c) The Contractor shall preserve and make available his records (1) until the expiration of 3 years from the date of final payment under this contract, or of the time periods for the particular records specified in 41 CFR Part 1-20, whichever expires earlier, and (2) for such longer period, if any, as is required by applicable statute, or by other clauses of this contract, or by (i) or (ii) below.

(i) If the contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of 3 years from the date of any resulting final settlement.

(ii) Records which relate to (A) appeals under the "Disputes" clause of this contract, (B) litigation or the settlement of claims arising out of the performance of this contract, or (C) costs and expenses of this contract as to which exception has been taken by the Contracting Officer or any of his duly authorized representatives, shall be retained until such appeals, litigation, claims, or exception have been disposed of.

(d) (1) The Contractor shall insert the substance of this clause, including the whole of this paragraph (d), in each subcontract hereunder that is not firm fixed-price or fixed-price with escalation. When so inserted, changes shall be made to designate the higher-tier subcontractor at the level involved in place of the Contractor; to add "of the Government

prime contract" after "Contracting Officer"; and to substitute "the Government prime contract" in place of "this contract" in (B) of paragraph (c) above.

(2) The Contractor shall insert the substance of the following clause in each firm-price or fixed-price with escalation subcontract hereunder which when entered into exceeds \$100,000, except those subcontracts covered by subparagraph (3) below:

#### AUDIT

(a) For purposes of verifying that certified cost or pricing data submitted in conjunction with the negotiation of this contract or any contract change or other modification involving an amount in excess of \$100,000, were accurate, complete, and current, the Contracting Officer of the Government prime contract, or his authorized representatives, shall, until the expiration of 3 years from the date of final payment under this contract, or of the time periods for the particular records specified in Part 1-20 of the Federal Procurement Regulations (41 CFR Part 1-20), whichever expires earlier, have the right to examine those books, records, documents, papers, and other supporting data which involve transaction related to this contract or which will permit adequate evaluation of the cost of pricing data submitted, along with the computations and projections used therein.

(b) The subcontractor agrees to insert this clause, including this paragraph (b), in all subcontracts hereunder which when entered into exceed \$100,000 unless the price is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public or prices set by law or regulation.

(3) The Contractor shall insert the following clause in each firm fixed price or fixed-price with escalation subcontract hereunder which when

entered into exceeds \$100,000 where the price is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public or prices set by law or regulation.

#### AUDIT-PRICE ADJUSTMENTS

(a) This clause shall become operative only with respect to any change or other modification of this contract, which involves a price adjustment in excess of \$100,000 unless the price adjustment is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public or prices set by law or regulation: Provided, That such change or other modification to this contract must result from a change or other modification (1) to the Government prime contract, or (2) authorized under the provisions of the Government prime contract.

(b) For purposes of verifying that any certified cost or pricing data submitted in conjunction with a contract change or other modification were accurate, complete, and current, the Contracting Officer of the Government prime contract, or his authorized representatives, shall, until the expiration of 3 years from the date of final payment under this contract, or of the time periods for the particular records specified in Part 1-20 of the Federal Procurement Regulations (41 CFR Part 1-20), whichever expires earlier, have the right to examine those books, records, documents, papers, and other supporting data which involve transactions related to this contract or which will permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein.

(c) The subcontractor agrees to insert the substance of this clause including this paragraph (c) in all subcontracts hereunder which when entered into exceed \$100,000.

E. Procurement of Government Furnished Property

Pursuant to Clause No. 17 entitled "Procurement of Equipment, Vehicles, Materials and Supplies", the Contractor is authorized to purchase the following equipment for use in the research project:

- 1 - Jacketed Stainless Steel 30 gal. Mixing Tank
- 1 - Rotary Filter
- 1 - Vacuum Pump, Precision Model D-300
- 1 - Through Flow Dryer
- 1 - Refrigerated Heat Exchanger
- 1 - Filter (Large-scale separation of solids from liquid systems)
- 1 - Heat Exchanger
- Stainless Steel Jacketed Holding Kettles

F. Government Property

(a) Government-furnished Property

The Government shall deliver to the Contractor, for use in connection with and under the terms of this Contract, the property described as Government-furnished property in the Schedule or specifications, together with such related data and information as the Contractor may request and as may reasonably be required for the intended use of such property (hereinafter referred to as "Government-furnished property"). The delivery or performance dates for the supplies or services to be furnished by the Contractor under this Contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet such delivery or performance dates. In the event that Government-furnished property is not delivered to the Contractor by such time or times, the Contracting

Officer shall, upon timely written request made by the Contractor, make a determination of the delay, if any, occasioned the Contractor and shall equitably adjust the estimated cost, fixed fee, or delivery or performance dates, or all of them, and any other contractual provisions affected by any such delay, in accordance with the procedures provided for in the clause of this Contract entitled "Changes". In the event that Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt thereof, notify the Contracting Officer of such fact and, as directed by the Contracting Officer, either (i) return such property at the Government's expense or otherwise dispose of the property or (ii) effect repairs or modifications. Upon completion of (i) or (ii) above, the Contracting Officer upon written request of the Contractor shall equitably adjust the estimated cost, fixed fee, or delivery or performance dates, or all of them, and any other contractual provision affected by the return or disposition, or the repair or modification in accordance with the procedures provided for in the clause of this Contract entitled "Changes". The foregoing provisions for adjustment are exclusive and the Government shall not be liable to suit for breach of Contract by reason of any delay in delivery of Government-furnished property or delivery of such property in a condition not suitable for its intended use.

(b) Changes in Government-furnished Property

(1) By notice in writing, the Contracting Officer may (i) decrease the property provided by the Government under this Contract, or (ii) substitute other Government-owned property for property to be provided by the Government, or to be acquired by the Contractor for the Government, under

this Contract. The Contractor shall promptly take such action as the Contracting Officer may direct with respect to the removal and shipping of property covered by such notice.

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

(c) Title

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

(d) Use of Government Property

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

(e) Maintenance and Repair of Government Property

The Contractor shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection and preservation of Government property so as to assure its full availability and usefulness for the performance of this Contract. The Contractor shall take all reasonable steps to comply with all appropriate directions or instructions which the Contracting Officer may prescribe as reasonably necessary for the protection of the Government property.

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

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

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

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

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

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

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

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

The official property control records shall be kept in such condition that at any stage of completion of the work under this Contract, the status of property acquired or furnished under this Contract may be readily ascertained. A report of current status of all items of property acquired or furnished under the Contract shall be submitted yearly concurrently with the annual report.

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

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

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

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

(f) Risk of Loss

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

(i) which results from willful misconduct or lack of good faith on the part of any of the Contractor's directors or officers, or on the part of any of his managers, superintendents, or other equivalent representatives, who has supervision or direction of all or substantially all of the Contractor's business, or all or substantially all of the Contractor's operations at any one plant, laboratory, or separate location in which this Contract is being performed;

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

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

(iv) which results from a risk expressly required to be insured under some other provision of this Contract, but only to the extent of the

insurance so required to be procured and maintained, or to the extent of insurance actually procured and maintained, whichever is greater; or

(v) which results from a risk which is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

Provided, That, if more than one of the above exceptions shall be applicable in any case, the Contractor's liability under any one exception shall not be limited by any other exception.

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

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

- (i) the lost, destroyed, and damaged Government property;
- (ii) the time and origin of the loss, destruction, or damage;
- (iii) all known interests in commingled property of which the Government property is a part; and
- (iv) the insurance, if any, covering any part of or interest in such commingled property.

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

(4) In the event the Contractor is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to the Government property, he shall use the proceeds to repair, renovate or replace the Government property involved, or shall credit such proceeds against the cost of the work covered by the Contract, or shall otherwise reimburse the Government, as directed by the Contracting Officer. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any such loss, destruction, or damage, and upon the request of the Contracting Officer, shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

(g) Access

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

(h) Disposition of Government Property

Upon completion or expiration of this Contract, any Government property which has not been consumed in the performance of this Contract, or which has not been disposed of as provided for elsewhere in this clause, or for which the Contractor has not otherwise been relieved of responsibility, shall be disposed of in the same manner, and subject to the same procedures, as is provided in the clause of this Contract entitled

"Termination for the Convenience of the Government" with respect to termination inventory. Pending final disposition of such property, the Contractor agrees to take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation thereof.

(i) Communications

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

G. Pursuant to General Provision Clause 19, "Title to and Care of Property", title to all equipment, materials and supplies, the cost of which is reimbursable to the Contractor hereunder, is reserved to A.I.D.

H. Delete General Provision No. 23 (Termination for Default or for Convenience of the Government) and in lieu thereof insert the following:

"23. Termination for the Convenience of the Government

(1) The performance of work under this contract may be terminated, in whole or from time to time in part, by the Government whenever for any reason the Contracting Officer shall determine that such termination is in the best interest of the Government. Termination of work hereunder shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

(2) After receipt of the Notice of Termination the Contractor shall cancel his outstanding commitments hereunder covering the procurement of materials, supplies, equipment and miscellaneous items. In addition, the Contractor shall exercise all reasonable diligence to accomplish the cancellation or diversion of his outstanding commitments covering personal

services and extending beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. With respect to such canceled commitments, the Contractor agrees to (i) settle all outstanding liabilities and all claims arising out of such cancellation of commitments with the approval or ratification of the Contracting Officer, to the extent he may require, which approval or ratification shall be final for all purposes of this clause, and (ii) assign to the Government, in the manner, at the time, and to the extent directed by the Contracting Officer, all of the right, title and interest of the Contractor under the order and subcontracts so terminated, in which case the Government shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(3) The Contractor shall submit his termination claim to the Contracting Officer promptly after receipt of a Notice of Termination, but in no event later than one year from the effective date thereof, unless one or more extensions in writing are granted by the Contracting Officer upon written request of the Contractor within such one year period or authorized extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may, subject to any review required by A.I.D. Regulations in effect as of the date of execution of this contract, determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

(4) Any determination of costs under paragraph 3 shall be governed by the cost principles set forth in Part 15, Subpart 3, of the Federal Procurement Regulation as in effect on the date of this contract.

(5) Subject to the provisions of paragraph 3 above, and subject to any review required by A.I.D. Regulations in effect as of the date of execution of this contract, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the termination under this clause, which amount or amounts may include any reasonable cancellation charges thereby incurred by the Contractor and any reasonable loss upon outstanding commitments for personal services which he is unable to cancel subject to the provisions of Schedule, Article XI-I; provided, however, that in connection with any outstanding commitments for personal services which the Contractor is unable to cancel, the Contractor shall have exercised reasonable diligence to divert such commitments to its other activities and operations. Any such agreement shall be embodied in an amendment to this contract and the Contractor shall be paid the agreed amount.

(6) The Government may from time to time, under such terms and conditions as it may prescribe, make partial payments against costs incurred by the Contractor in connection with the terminated portion of this contract, whenever, in the opinion of the Contracting Officer, the aggregate of such payments is within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this clause, such excess shall be payable by the Contractor to the Government upon demand; provided, that if such excess is not so paid upon demand, interest thereon shall be payable by the Contractor to the Government at the rate of 6 percent per annum, beginning thirty (30) days from the date of such demand.

(7) The Contractor agrees to transfer title and deliver to the Government, in the manner, at the time and to the extent, if any, directed by the Contracting Officer, such information and items which, if the contract had been completed, would have been required to be furnished to the Government, including: (i) completed or partially completed plans, drawings, and information; and (ii) materials or equipment produced or in process or acquired in connection with the performance of the work terminated by the notice. Other than the above, any termination inventory resulting from the termination of the contract may, with the written approval of the Contracting Officer, be sold or acquired by the Contractor under the conditions prescribed by and at a price or prices approved by the Contracting Officer. The proceeds of any such disposition shall be applied in reduction of any payments to be made by the Government to the Contractor under this contract or shall otherwise be credited to the price or cost of work covered by this contract or paid in such other manner as the Contracting Officer may direct. Pending final disposition of property arising from the termination, the Contractor agrees to take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Government has or may acquire an interest.

(8) Any disputes as to questions of fact which may arise hereunder shall be subject to the "Disputes" clause of this contract."

I. Salary Adjustment on Termination. In the event Contractor's services are terminated by A.I.D. pursuant to Schedule Article XI-A., or in the event that an employee's services are terminated by the Contractor at the request

of A.I.D. or of the Cooperating Country for reasons other than misconduct, Contractor will be reimbursed for salary payments to staff members of salaries (excluding overseas incentive, differential and allowances) to the extent Contractor is liable to make such payments under its agreements with such staff members, provided that such staff members are not otherwise gainfully employed during the compensable period following such termination or, if gainfully employed but at a lesser compensation, payments will be made to equalize the difference between such lesser compensation and the employee's salary (excluding overseas incentive, differential and allowances) and provided further, that such payments shall not extend beyond one year from the date of the employee's termination, or the date on which this contract would have expired but for termination, whichever is earlier. Contractor agrees to exert its best efforts to minimize costs under this provision.

J. Rights in Data and Publication

(1) Rights in Data

(a) The term "Subject Data" as used herein includes writings, software, electronic or punch card stored data, models, sound recordings, pictorial reproductions, drawings, or other graphic representations, and works of any similar nature (whether or not copyrighted) which are specified to be delivered or which are developed or created under this Contract. The term does not include financial reports, cost analyses, and other information incidental to Contract administration. The term "software" means any computer programs with supporting documentation and specifications

necessary to produce desired outputs. The term excludes programs supplied by the hardware manufacturer. The term "model" in this context means formal, analytic structures which describe certain interrelated aspects of economic, social, or political behavior. The complete model shall include supporting information and equations which describe and explain basic structure and assumptions including all input and output data.

(b) For copyright purposes, all Subject Data first produced in the performance of this Contract shall be the sole property of the Government. The Contractor agrees not to assert any rights at common law or equity and not to establish any claim to statutory copyright in such Data.

(c) The Contractor agrees to assign and does hereby assign to the Government and its officers, agents and employees acting within the scope of their official duties, a royalty-free, non-exclusive, and irrevocable license throughout the world to publish, translate, reproduce, deliver, perform, use, and dispose of, and to authorize others to do so, all Subject Data now or hereafter covered by copyright.

(d) No such copyright matter shall be included in Subject Data furnished hereunder without the written permission of the copyright owner for the Government to use such copyrighted matter in the manner described above.

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

(f) Paragraphs (c) and (d) above are not applicable to data furnished to the Contractor by the Government and incorporated into the

work being performed under the Contract; provided, such incorporated data is identified by the Contractor at the time of completion of such work.

(2) Publication

(a) No Subject Data shall be published which would knowingly violate the security regulations or be in conflict with the national security of the United States and/or the Cooperating Country.

(b) The Contractor hereby agrees that A.I.D. neither grants nor withholds permission to the Contractor to publish the results of private scholarly research derived from this Contract activities; it being understood that the Contract researcher has access to data which are available only to any private scholar conducting research. The Contractor further agrees to allow A.I.D. the opportunity to review and provide comments on any Subject Data or non-contract data (data not specified for delivery under the terms of the Contract but developed as a result of the Contractor's activities under the Contract) intended for publication before said data are published. The Contractor shall deliver to A.I.D. a notice of intent to publish together with a copy of the proposed publication at least forty-five days, or such other time as may be mutually agreed upon, prior to the intended date of publication. A.I.D. reserves the right to disclaim endorsement or dissociate itself from sponsorship or publication of such Subject Data whether or not such data are required by the terms of the Contract. In the event A.I.D. exercised its right to disclaim endorsement or dissociate itself from the publication, the Contractor shall be so notified in writing by the Contracting Officer; which notice shall contain an appropriate statement of disclaimer or dissociation which shall be inserted in the publication.

(c) In case of publication by the Contractor of any of the Subject Data described hereinabove, a reprint shall be supplied to the Contracting Officer at no cost to the Government.

(3) Release of Information

Subject to the provisions of this Schedule Article XI-J, all information gathered under this contract by the Contractor and all reports and recommendations hereunder may be made available to any person, party or government.

(4) Relationship of this Clause to General Provision

In the event of any inconsistency between this Schedule Article XI-J and any clause of the General Provisions, the provisions of this Schedule Article XI-J shall control.

K. In General Provision Clause 32 entitled "Equal Opportunity", whenever the term "race, creed, color or national appears, substitute the term "race, color, religion, sex or national origin".

L. CSA Supply Source

The Contracting Officer may authorize the Contractor to use the General Services Administration for procurement of authorized commodities financed under this contract.

M. Use of Humans in Experiments

The Contractor covenants that it will conduct its activities and perform its objectives and duties under this Contract in a manner which safeguards the rights, health and welfare of the individuals who are or will be subjects of the Contractor's research. In furtherance of its covenant, the Contract

will adhere to the standards, regulations and requirements established by the United States Public Health Service for safeguarding the rights, health and welfare of individuals and will furnish A.I.D./I with such further written assurance as are required by the United States Public Health Service.

If you are in agreement with this amendment, please have an authorized official sign the original and all copies and return the original and all copies to this office.

Sincerely yours,

*F. J. Moncada*

F. J. Moncada  
Contracting Officer  
Contract Services Division  
Office of Procurement

ACCEPTED:

KANSAS STATE UNIVERSITY

BY *Ralph H Perry* JUN 30 1978  
Ralph H. Perry

TITLE Comptroller

*with  
C.R.  
J.W.S.*

FUNDS AVAILABLE

DATE *June 30, 1978*

COMMITTEE *3105710*

AMOUNT *056-31-099-00-22-02*

AMOUNT *8177,518.00*

By (initials) *MLP*  
*ACCOUNTANTS*

DEPARTMENT OF STATE  
AGENCY FOR INTERNATIONAL DEVELOPMENT  
WASHINGTON, D.C. 20523

Kansas State University  
Manhattan, Kansas 66502

CERTIFIED A TRUE COPY THIS

14th DAY OF July 1971  
BY E. L. Conis

Subject: Amendment No. 5 to  
Contract No. AID/csd-1586

Pursuant to the Foreign Assistance Act of 1961, as amended, and Executive Order No. 11223, the subject contract is hereby amended as follows:

1. Cover Page

a. Delete the dollar amount "\$526,584" and in lieu thereof insert "\$647,257".

b. Under the heading "COGNIZANT SCIENTIFIC/TECHNICAL OFFICE" delete "AID/NOH/NCF", and in lieu thereof insert "AID/TA/N".

c. Under the heading "ESTIMATED COMPLETION DATE" delete the date "June 29, 1972", and in lieu thereof insert "December 30, 1972".

2. ARTICLE V - PERIOD OF CONTRACT - Paragraph A - Delete the estimated completion date "June 29, 1972", and in lieu thereof insert "December 30, 1972".

3. ARTICLE VI - ESTIMATED COST, OBLIGATED FUNDS, AND LIMITATION ON TOTAL PAYMENTS - Paragraph B -

Delete the dollar amount "\$526,584" and in lieu thereof insert "\$647,257".

4. ARTICLE VII - BUDGET - Delete the Article in its entirety and in lieu thereof insert a new Article VII as follows:

"ARTICLE VII - BUDGET

Without the prior written approval of the Contracting Officer, the Contractor may not exceed the total amount obligated as set forth in the budget hereunder. However, within the total amount obligated, any individual line amount may be adjusted as reasonably necessary for the performance of this contract.

BUDGET

<u>Line Items</u>	<u>Actual and Estimated Expenditures</u>	<u>Firm Budget</u>	<u>Total Budget</u>
	Fr: 6-30-67 To: 3-31-71	Fr: 4-1-71 To: 3-31-72	Fr: 6-30-67 To: 3-31-72
1. Salaries & Wages (Including Fringe Benefits)	\$291,676	\$ 99,720	\$391,396
2. Equipment	31,167	10,000	41,167
3. Supplies	19,480	5,500	24,980
4. Travel & Transportation	6,871	11,000	17,871
5. Other Direct Costs	5,625	2,236	7,861
6. Overhead	122,100	41,882	163,982
<b>Total Costs</b>	<u>\$476,919</u>	<u>\$170,338*</u>	<u>\$647,257</u>
<b>Total Amount Obligated</b>	<u>\$647,257</u>		

\*Pre-Amendment Costs

The allowable cost of performance of this amendment shall include all allowable and allocable costs which have been incurred by the Contractor in anticipation of this amendment on and after April 1, 1971, but

prior to the date of signing hereof by the Contracting Officer, and which, if incurred after the date of this amendment, would have been considered as items of allowable and allocable costs under this amendment; provided, however, that such pre-amendment costs shall not exceed \$41,800, unless such amount is subsequently increased in writing by the Contracting Officer."

5. ARTICLE X - PERSONNEL COMPENSATION, A. Limitations delete

"5. Consultants" in its entirety, and in lieu thereof insert the following:

"5. Consultants

No compensation for consultants will be reimbursed unless their use is authorized in the Schedule or has the prior written approval of the Contracting Officer; and if such provision has been made or authorization given, compensation shall not exceed (without specific approval of the rate by the Contracting Officer) the current daily compensation or the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years.

There is a ceiling on reimbursable compensation for any consultant. That ceiling is the current maximum daily salary rate of an FSR-1. A daily rate may be determined by dividing the maximum annual salary by 260 days. No consultant may be employed at a rate in excess of the ceiling nor for more than 90 days in any twelve month period without the advance written approval of the Contracting Officer."

6. ARTICLE XI - ADDITIONAL CLAUSES -

a. Under Clause "B", wherever the words "Subpart 1-15.3" appear add the words "and OMB Circular A-21 as revised".

b. Under Clause "B" add the following sentence: "Wherever Subpart 1-15.3 and OMB Circular A-21 conflict, the OMB Circular applies."

c. Delete Clauses "C" and "D" in their entirety.

d. Insert a new Clause "C" as follows:

"C. Special Provision Regarding General Provision No. 40

In accordance with paragraph (a) of General Provision No. 40, 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."

e. Delete Clause "F. Government Property" in its entirety, and in lieu thereof insert the following new Clause "F":

"F. Government Property Clause for Cost-Reimbursement Contracts with Non-Profit and Educational Institutions (7-13.705), Attachment B, is attached hereto and is made a part hereof."

7. ATTACHMENT A - ADDITIONAL GENERAL PROVISIONS

Delete in its entirety Supplement No. 2 (May 1969) to AID form CT/GP/R&D, 3-67 (AID 1420-10), and in lieu thereof substitute Supplement No. 4 (November 1970) to AID Form CT/GP/R&D, 3-67 (AID 1420-10) which is attached hereto and made a part hereof.

Except as expressly hereby amended, the subject contract remains in full force and effect in accordance with its terms.

ACCEPTED:

KANSAS STATE UNIVERSITY

BY

*Recd. 5/22/71*  
Ralph H. Perry

PRINTED NAME Ralph H. Perry

Comptroller w/h

TITLE \_\_\_\_\_

DATE

JUN 24 1971

UNITED STATES OF AMERICA  
AGENCY FOR INTERNATIONAL DEVELOPMENT

BY

N. A. Caticchio

PRINTED NAME N. A. Caticchio

TITLE Contracting Officer

DATE

JUN 28 1971

Every person, party to this agreement, is notified that the State of Kansas, its Boards, Commissions, Departments, Agencies, Bureaus and Institutions are immune from liability and suit on any implied contract, or for negligence or any other tort as provided by K. S. A. 1970 Supp. 48-901.

DEPARTMENT OF STATE  
AGENCY FOR INTERNATIONAL DEVELOPMENT  
WASHINGTON, D.C. 20523

DEC 3 1971

Kansas State University  
Manhattan, Kansas 66502

CERTIFIED A TRUE COPY THIS

16<sup>th</sup> DAY OF December 1971

BY E. L. Oms

Subject: Contract No. AID/csd-1586  
Amendment No. 6

Gentlemen:

Pursuant to the Foreign Assistance Act of 1961, as amended, and Executive Order No. 11223, the subject contract as amended is hereby further amended as follows:

Article IX - Establishment of Overhead Rates as amended is further amended by adding the following final rates for the period and base set forth below:

<u>Period</u>	<u>Base</u>	<u>On Campus Rate</u>	<u>Off Campus Rate</u>
7/1/69 - 6/30/70	Salaries & Wages including fringe benefits	44.7%	22.6%

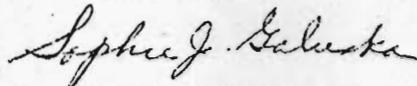
For the period beginning July 1, 1970, the following provisional rates shall apply:

Salaries & Wages including fringe benefits	44.7%	22.6%
---	-------	-------

Except as herein expressly amended, the subject contract remains in full force and effect.

If you are in agreement with this Amendment, please have an authorized official sign the original and all copies in the space provided below and return the original and five (5) copies to this office.

Sincerely yours,



Sophie J. Caluska  
Contracting Officer  
Contract Services Division  
Office of Procurement

*M.A.B.*  
*J.H.B.*  
ACCREDITED:

KANSAS STATE UNIVERSITY OF  
AGRICULTURE AND APPLIED SCIENCE

BY



DEC 8 1971

Ralph L. Perry

TITLE

Controller *RLP*

DEPARTMENT OF STATE  
AGENCY FOR INTERNATIONAL DEVELOPMENT  
WASHINGTON, D.C. 20521

Kansas State University  
Manhattan, Kansas 66502

CERTIFIED A TRUE COPY, THIS  
11th DAY OF July 1972  
BY E. L. Lewis

Subject: Amendment No. 7 to  
Contract No. AID/csd-1586

Pursuant to the Foreign Assistance Act of 1961, as amended, and  
Executive Order No. 11223, the subject contract is hereby amended as follows:

The CONTRACT COVER PAGE is hereby amended as follows:

The AMOUNT is increased by "\$186,000" from "\$647,257" to  
"\$833,257".

The ACCOUNTING AND APPROPRIATION DATA is amended by adding the  
following:

"PIO/T No. 931-17-560-481-73-3127628;

Appropriation No. 72-1121006;

Allotment No. 256-31-099-00-22-21;

Project No. 931-17-560-481."

The ESTIMATED COMPLETION DATE is changed from "December 30, 1972" to  
"March 31, 1973."

ARTICLE I - STATEMENT OF WORK is amended by adding paragraph B.3 as follows:

"3. During the period from April 1, 1972 through March 31, 1973 the  
Contractor shall perform the following:

(a) Conduct acceptability testing programs in Morocco and  
Pakistan;

(b) Determine institutional and private market potential for products in Morocco and Pakistan;

(c) Explore potential for utilizing high protein bread(s) development in other LDCs'

(d) Continue evaluation of other protein resource materials, processing of legumes to produce protein concentrates, and development of other cereal based foods."

ARTICLE III - KEY PERSONNEL, paragraph A. is amended to read as follows:

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

Key Personnel

Mr. A. B. Ward  
Dr. W. J. Hoover  
Mr. E. P. Farrell  
Dr. C. C. Tsen  
Dr. Beth Fryer  
Mr. R. J. Robinson  
Dr. Charles Deyoe  
Dr. J. A. Johnson  
Dr. Donald Parrish"

ARTICLE IV - LEVEL OF EFFORT, paragraph B. is amended by deleting "No. Man-Months (For Five years)" and inserting in lieu thereof "No. Man-Months (For Five years and nine months)".

ARTICLE V - PERIOD OF CONTRACT is amended by deleting the completion date of "December 30, 1972" and inserting in lieu thereof the completion date of "March 31, 1973."

ARTICLE VI -- ESTIMATED COST, OBLIGATED FUNDS, AND LIMITATION ON TOTAL

PAYMENTS is amended as follows:

Paragraph B. is amended by increasing the amount presently obligated by "\$186,000" from "\$647,257" to "\$833,257".

ARTICLE VII -- BUDGET is amended as follows:

The BUDGET is amended to read as follows:

	" Actual & Estimated Expenditures <u>6/30/67-3/31/72</u>	Estimated Expenditures <u>4/1/72-3/31/73</u>	Total Budget <u>6/30/67-3/31/72</u>
Salaries & Wages (including fringe benefits)	\$394,667	\$110,330	\$504,997
Equipment	39,633	8,000	47,633
Supplies	25,614	2,773	28,387
Travel and Transportation	13,996	5,632	19,628
Other direct costs	8,368	1,736	10,104
Overhead	<u>173,191</u>	<u>49,317</u>	<u>222,508</u>
Total	\$655,469	\$177,788	\$833,257

Total amount obligated \$833,257."

ARTICLE VII (continued)

The Pre-Amendment Costs clause is amended to read as follows:

"Pre-Amendment Costs

The allowable cost of performance of this contract amendment shall include all allowable and allocable costs which have been incurred by the Contractor in anticipation of this contract amendment on and after April 1, 1972,

but prior to the execution date hereof, and which, if incurred after such date, would have been considered as items of allowable and allocable costs under Article VIII of the Schedule of this Contract; provided, however, that such pre-amendment costs shall not exceed \$40,000 unless such amount is subsequently increased in writing by the Contracting Officer."

ARTICLE XI - ADDITIONAL CLAUSES is amended as follows:

Paragraph A. is amended by adding subparagraph 3. as follows:

"3. The final substantive report of scientific progress shall be prepared in accordance with the 'Guidelines for Preparation of the Research Annual Report' dated January 20, 1972 (except that it is to be in 10 copies instead of 35 copies) which is attached hereto and made a part hereof.

Paragraph H. is amended to read as follows:

"H. General Provision No. 23 entitled Termination for Convenience of the Government is amended by revising paragraph (d) to read as follows:  
"(d) Any determination of costs under paragraph (c) shall be governed by the contract cost principles and procedures in Subpart 1-15.3 of the Federal Procurement Regulations (41 CFR 1-15.3) in effect on the date of this contract, except that if the Contractor is not an educational institution any costs claimed, agreed to, or determined pursuant to paragraphs (c) or (e) hereof shall be in accordance with Subpart 1-15.2 of the Federal Procurement Regulations (41 CFR 1-15.2) in effect on the date of this contract."

Paragraph M., the clause entitled Use of Humans in Experiments is deleted and the following is substituted in lieu thereof:

"M. The clause entitled Protection of the Individual as a Research Subject is incorporated herein as ATTACHMENT C."

Paragraph N. is added as follows:

"N. The following general provisions of this contract are hereby amended by attachments hereto as follows:

<u>Clause Title</u>	<u>Attachment</u>
Travel and Transportation Expenses	D
Reports	D
Price Reduction for Defective Cost or Pricing Data	E
Utilization of Labor Surplus Area Concerns	F"

Paragraph O. is added as follows:

"O. The following general provisions are hereby added, numbered, and attached as follows:

<u>Clause Title</u>	<u>Number</u>
Price Certification	51
Utilization of Minority Business Enterprises	52
Listing of Employment Openings	53
Utilization of Excess and Near Excess Foreign Currencies	54
Notice of Maximum Permissible Escalation in Wage and Price Standards	55

Labor Surplus Area Subcontracting Program	56
Small Business Subcontracting Program	57
Minority Business Enterprises Subcontracting Program	58."

Except as expressly hereby amended, the subject contract remains in full force and effect in accordance with its terms.

ACCEPTED:  
 KANSAS STATE UNIVERSITY  
 BY Ralph H. Perry  
 PRINTED NAME Ralph H. Perry  
 TITLE Comptroller w/h  
 DATE JUN 28 1972

*M.H.  
 G.P.  
 D.W.B.*

UNITED STATES OF AMERICA  
 AGENCY FOR INTERNATIONAL DEVELOPMENT  
 BY [Signature]  
 PRINTED NAME N. A. Caticchio  
 TITLE Contracting Officer  
 DATE 6-30-72

Am. X. 1000 - 15711  
1/1/73

Kansas State University  
Manhattan, Kansas 66502

ORIGINAL

Subject: Amendment No. 8 to  
Contract No. AID/csd-1586

Pursuant to the Foreign Assistance Act of 1961, as amended, and Executive Order No. 11223, the subject contract is hereby amended as follows:

The CONTRACT COVER PAGE is hereby amended as follows:

The amount is increased by "\$97,200" from "\$833,257" to "\$930,457".

The ACCOUNTING AND APPROPRIATION DATA is amended by adding the following:

- "PIO/T No. 931-17-560-481-73-3137636;
- Appropriation No. 72-1131004;
- Allotment No. 354-31-099-00-22-31;
- Project No. 931-17-560-481".

FUNDS AMOUNT

Date: 7/16/73

931-17-560-481-73

3137636

257

354 31 099 00 22 31

97200

By: (Signature)

AID/CSD/1586

The ESTIMATED COMPLETION DATE is changed from "March 31, 1973" to "November 30, 1973".

ARTICLE I - STATEMENT OF WORK is amended by adding Paragraph B-4 as follows:

"4. During the period from April 1, 1973 through November 30, 1973 the contractor shall perform the following:

- a. Select 2-3 additional countries in which high-protein-bread technology might reasonably be introduced and promote utilization of the technology in those countries. Emphasis should be given to bread

ORIGINAL

produced for commercial distribution but consideration can also be given to bread used in school lunch and other welfare programs.

b. Continue to examine, on a limited basis, improvement of the nutritive value of other traditional cereal foods including biscuits, pasta products, and tortillas.

c. Continue to examine, on a limited basis, inexpensive protein sources including soy, sunflour, and pulses which might be used to improve the nutritive value of cereal products.

d. Continue to examine the nutritive value of protein sources and improved cereal products, limiting the method of evaluation to protein efficiency ratio (PER).

e. Undertake economic analyses to the extent necessary to fulfill the objectives of the project, limiting expenditures for this purpose to about 15 percent of the project budget.

f. Initiate and maintain appropriate contracts in the LDCs and elsewhere to help develop and implement technology of the project and to disseminate project information among potential users.

Under Article III entitled KEY PERSONNEL, the following two names are added to the present nine names listed under Paragraph A:

"Jean F. Caul

Orlin J. Scoville"

ARTICLE IV - LEVEL OF EFFORT, Paragraph C is added as follows:

"C. During the period April 1, 1973 through November 30, 1973, it is estimated that a total of 65.4 man-months of direct effort will be required in the performance of services hereunder. The estimated

composition of these man-months is 6.4 for Campus Coordination; Research Assistants, 48; Agricultural Laboratory Technician, 3; Secretary, 8.

ARTICLE V - PERIOD OF CONTRACT is amended by deleting the completion date of "March 31, 1973" and substituting the completion date of "November 30, 1973".

ARTICLE VI - ESTIMATED COST, OBLIGATED FUNDS, AND LIMITATION ON TOTAL PAYMENT is amended as follows:

Paragraph B is amended by increasing the amount presently obligated from "\$833,257" by "\$97,200" to "\$930,457".

ARTICLE VII - BUDGET is amended as follows:

The BUDGET is amended to read as follows:

	<u>"Actual &amp; Estimated Expenditures 6/30/67 - 3/31/73</u>	<u>Estimated Expenditures 4/1/73 - 11/30/73</u>	<u>Total Budget 6/30/67 -11/30/73</u>
Salaries & Wages (including fringe benefits)	\$501,773	\$ 55,299	\$557,072
Consultants	-0-	1,000	1,000
Equipment & Books	45,283	8,000	53,283
Supplies	31,287	3,000	34,287
Travel & Transportation	18,552	- 6,112	24,664
Other Direct Costs	12,495	1,870	14,365
Overhead	221,067	24,719	245,786
Total	<u>\$830,457</u>	<u>\$100,000</u>	<u>\$930,457</u>

Total amount obligated-\$930,457"

ARTICLE XI - ADDITIONAL CLAUSES is hereby amended as follows:

A. Paragraph A entitled "Reports" (as modified by Contract Amendments No. 3 and No. 7.) is further amended by adding subparagraph 4 as follows:

"4. One of the reports required by this Amendment No. 8 shall be prepared as an Annual Report by the contractor to conform to the format of Guidelines for Preparation of the Research Annual Report, January 20, 1972".

B. Paragraph C (as incorporated by Contract Amendment No. 5) entitled "Special Provision Regarding General Provision No. 40" is changed to "Special Provision Regarding Additional General Provision No. 6". In the first sentence of the paragraph, "General Provision No. 40" is changed to "Additional General Provision No. 6".

C. General Provision AID Form CT/GP/R&D, 3-67 (as incorporated by Contract Amendment No. 3) and Supplement No. 4 (Nov. 1970) (as incorporated by Contract Amendment No. 5) are deleted in their entirety. General Provisions, Cost Reimbursement Type Contract, AID 1420-41C (7-72) and Additional General Provisions, AID 1420-41D (7-72) are incorporated into and made a part of this contract, subject to the following revisions and understandings:

1. All reference to "Fixed Fee" is deleted.
2. In the first sentence of Paragraph (a) in General Provision 5 entitled "Travel and Transportation Expenses", the words "and continuous" (appearing in the sixth line) are changed to "and not continuous".

3. Contractor's insurance claims procedure, stated in Exhibit A, is hereby approved and accepted as meeting the requirements of General Provision 22 entitled "Insurance Liability to Third Persons (Dec. 1970)" with the understanding that the Government does not assume any liability to third persons nor will the Government reimburse the contractor for his liability to third persons with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of the subject contract or subcontracts thereunder.

4. General Provision 23 entitled "Termination for Default or for Convenience of the Government" is deleted.

5. General Provision 25 entitled "Stop Work Order" is deleted.

6. Paragraph (b) and all subparagraphs thereunder, of General Provision 29 entitled "Patent Provisions and Publication of Results" is deleted.

7. General Provision 30 entitled "Rights In Data" and General Provision 31 entitled "Release of Information" are deleted. The attached Clause entitled "Rights in Data and Publication" (3 pages) is substituted.

8. General Provision 39 entitled "Utilization of Minority Business Enterprises" is deleted. The attached Clause entitled "Utilization of Minority Business Enterprises (FPR 1-1.1310-2)" is substituted.

9. The attached Clauses are incorporated into and made a part of the General Provisions of the contract.

a. "Notice of Maximum Permissible Escalation in Wage and Price Standards".

b. "Price Certification".

c. "Payment of Interest on Contractor's Claims".

D. The following Clauses shall remain in effect and are listed below for the specific purposes of clarification and facilitating administration of this contract.

1. Paragraph B (as incorporated by Contract Amendment No. 3 and changed by Contract Amendment No. 5) which deletes reference to Subpart 1-15.2 and substitutes Subpart 1-15.3.

2. Paragraph E (as incorporated by Contract Amendment No. 3) entitled "Procurement of Government Furnished Property".

3. Paragraph F (as incorporated by Contract Amendment No. 5) entitled "Government Property Clause for Cost Reimbursement Contracts with Nonprofit and Educational Institutions".

4. Paragraph H (as incorporated by Contract Amendment No. 3 and changed by Contract Amendment No. 7) entitled "Termination for the Convenience of the Government".

5. Paragraph I (as incorporated by Contract Amendment No. 3) entitled "Salary Adjustment on Termination".

6. Paragraph L (as incorporated by Contract Amendment No. 3) entitled "GSA Supply Service".

7. Paragraph M (attached to and made a part of Contract Amendment No. 7) entitled "Protection of the Individual as a Research Subject".

Except as expressly hereby amended, the subject contract remains in full force and effect in accordance with its terms.

KANSAS STATE UNIVERSITY

UNITED STATES OF AMERICA  
AGENCY FOR INTERNATIONAL DEVELOPMENT

BY William J. Hower

BY V. C. Perelli

PRINTED NAME William J. Hower

PRINTED NAME V. C. Perelli

TITLE DIRECTOR, Food & Food Chain Institute

TITLE V. C. Perelli  
Contracting Officer

DATE Feb 28, 1973

DATE FEB 28 1973

DEPARTMENT OF STATE  
AGENCY FOR INTERNATIONAL DEVELOPMENT  
WASHINGTON, D.C. 20523

JUN 5 1973

Kansas State University  
Food and Grain Institute  
Manhattan, Kansas 66506

CERTIFIED A TRUE COPY THIS  
26th DAY OF June 1973  
BY E. L. Amis

Subject: Contract No. AIP/csd-1586, Amendment No. 9  
PIC/T Number 931-17-560-481-73-3105710

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, and Executive Order No. 11223, the subject contract is hereby amended as follows:

<sup>TS IX with</sup>  
1. Article ~~XXXX~~ - Establishment of Overhead Rate - Delete in its entirety and substitute the following in lieu thereof:

<sup>TS IX with</sup>  
"Article ~~XXXX~~ - Establishment of Overhead Rate

(a) Pursuant to the provisions of General Provision 10 of this contract, entitled 'Negotiated Overhead Rates', the following final overhead rates have been agreed to by the parties hereto for the periods and bases set forth below:

<u>Period</u>	<u>On-Campus</u>	<u>Off-Campus</u>	<u>Base</u>
Fr: 7-1-67 To: 6-30-68	39.00%	18.70%	Direct salaries, wages & fringe benefits
Fr: 7-1-68 To: 6-30-69	42.00%	20.60%	Direct salaries, wages & fringe benefits
Fr: 7-1-69 To: 6-30-70	44.7%	22.6%	Direct salaries, wages & fringe benefits

## (b) Establishment of Predetermined Indirect Cost Rates -

Pursuant to the provisions of clause 10 of the General Provisions, as amended below, the following predetermined overhead rate has been agreed to for the period and base set forth below:

<u>Period</u>	<u>On-Campus</u>	<u>Off-Campus</u>	<u>Base</u>
Fr: 7-1-70 To: 6-30-75	49.2%	24.6%	Direct salaries, wages & fringe benefits

(c) For the ensuing periods beginning July 1, 1975, until amended, the following provisional rates shall apply:

<u>On-Campus</u>	<u>Off-Campus</u>	<u>Base</u>
49.2%	24.6%	Direct salaries, wages & fringe benefits"

2. General Provisions - Clause 10 - Add the following sub-paragraph:"(g) Indirect Costs (Overhead) Predetermined

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.

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.

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.

The results of each negotiation shall be set forth in a modification of 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.

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 period are established.

Any failure by the parties to agree on any predetermined overhead rate or rates under this clause shall not be considered a dispute concerning a question of fact for decision by the Contracting Officer with the meaning of the "Disputes" clause of this contract. If for any fiscal year or other period specified in the Schedule of this contract the parties fail to agree to a predetermined overhead rate or rates, it is agreed that the allowable indirect costs under this contract shall be obtained by applying negotiated final overhead rates in accordance with the terms of the "Indirect Costs (Overhead)" clause set forth in 7-16.952 of the Agency for International Development Procurement Regulations as in effect on the date of this contract.

Allowable indirect costs for the period until the end of the contractor's fiscal year during which performance begins shall be obtained by applying the predetermined overhead rates set forth in the Schedule to the bases set forth therein."

Except as hereby expressly amended, said contract remains unchanged.

KANSAS STATE UNIVERSITY

UNITED STATES OF AMERICA  
AGENCY FOR INTERNATIONAL DEVELOPMENT

By Ralph H. Perry

By T.B. Tigue

Title Comptroller w/H

Title Contracting Officer

Date MAY 31 1973

Date Office of Contract Management

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A.D.

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