

PD-ACC-047

CONTRACT

between

CONSELHO NACIONAL DE PESQUISAS (CNPq)

Guanabara, Brazil

and

NATIONAL ACADEMY OF SCIENCES (NAS)

Washington, D.C.

THIS CONTRACT, dated as of Oct. 13, 1969 between the Conselho Nacional de Pesquisas, Guanabara, Brazil (hereinafter referred to as "CNPq"), an entity of the Government of Brazil, and the National Academy of Sciences (NAS) (hereinafter) referred to as "CONTRACTOR"), a non-profit corporation organized pursuant to an Act of the Congress of the United States of America, with its principal offices located at 2101 Constitution Avenue, N.W., Washington, D.C.

WITNESSETH THAT:

WHEREAS, the Contractor is willing to assist the Brazilian Government to initiate a program of cooperative

research projects in the field of chemistry;

WHEREAS, the Contractor by virtue of its preeminent position of professional leadership in the field can assist the Brazilian Government to develop research and teaching capabilities;

WHEREAS, the Contractor represents that it is qualified to perform these services and is willing to undertake the same; and

WHEREAS, the Conselho Nacional de Pesquisas (CNPq), the Brazilian Government Office for Technical Cooperation (The Coordinator), and the United States Agency for International Development (USAID) have agreed on a plan for the financing of subject services;

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I - STATEMENT OF WORK AND PERSONNEL

- A. The Contractor will work in collaboration with the CNPq and will oversee the scientific aspects of the project.

The project consists of providing grants for Fellowships to U.S. post doctoral scholars (NAS Overseas Research Fellows) to engage in research in Chemistry in Brazil with the collaboration of qualified Brazilians at the graduate level, the periodic supervision of the research by an Academy Committee of up to 10 members, the publication and dissemination of research results and the placement for post-graduate training in the U.S. of Brazilian graduate chemistry students collaborating in the Fellow's research. Research shall be conducted in one or more of the following areas-:

1. Organic macromoleculus
2. Mechanims of reactions involving transition metal complexes
3. Structures of metal complexes
4. Electron spin resonance
5. Low temperature, high resolution electronic and vibrational spectroscopy of metal complexes
6. Magnetic properties and theories of electronic structure
7. Mechanisms of photochemical reactions

8. High energy radiation chemistry
9. Ion molecule reaction mechanisms
10. Use of perturbed correlations of gamma radiation to study biological macromolecules
11. Modern organic synthesis
12. Electron scattering and theoretical chemical dynamics.

The project shall be reviewed semi annually by the NAS Committee, representatives of the CNPq, the Research Fellows and a representative of the NAS staff meeting as one group or in subgroups, as may be agreed to by the NAS and the CNPq. Formal committee review meetings will be limited to two semi annual meetings each year in Brazil and in the U.S. (total of four meetings). It is anticipated that 5 research projects will be initiated and developed each year for the duration of the contract. The data produced in the research will be collected and published upon completion of individual research areas described above.

B. The Contractor will:

1. Provide up to 8 senior research professors from the U.S. and 2 members (from the Board on Science & Tech.

in Development of the NAS) to be periodically available in Brazil and the U.S. for review and supervision of research. This Academy "Committee" may each year attend two meetings in the U.S. and two in Brazil provided however, that no more than 8 members of the Committee may attend any meeting in Brazil (at one time).

2. Provide up to 10 post doctoral Research Fellows to conduct research in Chemistry in selected Brazilian institutions (the University of São Paulo, the Federal University of Rio de Janeiro Centro Brasileiro de Pesquisas Físicas) for periods of approximately 140 man-months and arrange for their presence at periodic project reviews in Brazil and in the U.S. No more than 5 Fellows may be sent to any annual meeting for project reviews which involves international travel of the Fellows.
3. Use its best efforts to place in U.S. universities up to 10 participants for post-graduate study in chemistry.
4. Prepare and disseminate to CNPq and USAID semi-annual reports of the Projects.

In support of Project activities, the Contractor shall employ a full-time Project Coordinator and supporting secretarial assistance in its principal office in the U.S. The Project Coordinator may, for recruiting and/or administration purposes, each year travel within the U.S. and make two trips to Brazil.

ARTICLE II - LOGISTIC SUPPORT

CNPq will also provide space, equipment and necessary office employees to coordinate the project in Brazil. It will also assure that office equipment and transportation within Brazil is provided to the post-doctoral Research Fellows and the NAS supervisory Committee as required.

1. The cost of housing and utilities, furniture and household equipment for the ten Research Fellows will be covered from the stipends awarded by the NAS.
2. The CNPq will pay all local costs, including subsistence, of the NAS Committee, NAS staff members and Research Fellows during short term visits to Brazil.
3. The CNPq will provide a temporary lodging allowance (up to the cruzeiro equivalent of \$20.00 a day) to the Research Fellows and their families for up to 90 days following their arrival in Brazil.

4. The CNPq will pay all travel expenses, including subsistence, for the Brazilian participants.

ARTICLE III - REPORTS, ESTIMATES, PERIOD OF SERVICE AND
PAYMENTS

A. Reports

1. Within 60 days after the signing of the contract, the NAS, in collaboration with the CNPq, will prepare a detailed work plan for the project. This work plan will be submitted to USAID/Brazil.
2. The NAS will provide to the CNPq and USAID/Brazil semi-annual project progress reports. The reports submitted to the CNPq will be in English. These reports should review the progress of the Project and include statements of the General problems and financial summary of the project to date.
3. The NAS will make available to each organization participating in the project five copies of the research papers prepared by the Research Fellows.

B. Estimate of Dollar Costs

The estimated and maximum dollar cost of work and services to be performed by the Contractor during the contract period is \$344,000.00. Per Letter of Commitment, it is intended that USAID will finance up to \$244,000.00 of the total contract cost. The Contractor will finance the estimated additional amount required with funds obtained from other sources. The Letter of Commitment shall set forth the financing arrangements.

C. Period of Services

This contract shall become effective on the date first written above and shall continue in effect until June 12, 1971, unless terminated by CNPq or NAS at an earlier date. This contract may be extended by mutual agreement of both parties.

D. Payments

1. Upon the execution of this contract, CNPq will request USAID to confirm by a Letter of Commitment issued directly to the Contractor that funds in

the amount equivalent to \$244,000.00 have been made available for this project; and that the USAID will pay the Contractor up to the amount of \$244,000.00 for dollar costs and fees for performing the services outlined in the Scope of Work, subject to the terms and conditions to be specified in the Letter of Commitment. Until the issuance of the Letter of Commitment, there is no obligation on the part of either party.

2. Payments to the Contractor will depend upon the presentation to USAID of vouchers by the Contractor covering its expenses, and a certification from CNPq that services rendered by the Contractor during the period referred to in the vouchers have been performed satisfactorily.

Final payment to the Contractor shall depend upon acceptance by CNPq of the final reports. The Contractor shall submit a statement of all unsettled claims against the Contractor and CNPq arising out

of the services and activities of the Contractor under this contract, and shall provide a satisfactory accounting of all property for which it has custodial responsibility hereunder. Final payment to the Contractor will take into consideration any unsettled accounts and charges.

E. Advances

The Contractor may request to USAID/B Controller, in writing, an advance payment. This advance shall be equal to anticipated costs for the ensuing 2 months period and shall be liquidated by the invoices submitted for work performed during that period.

ARTICLE IV - NOTICE OF U.S. DOLLAR COSTS

APPROACHING OBLIGATED FUNDS, CONTRACTOR EXCUSED

UNLESS INCREASED

The Contractor shall notify CNPq and USAID in writing when the difference between the dollar funds made available for the execution of this contract and the aggregate dollar expenditures and outstanding dollar commitments already accrued under this

contract is not sufficient to meet anticipated reimbursable dollar costs to accrue hereunder the ensuing one hundred twenty (120) days; and unless USAID allocates necessary additional funds under the Letter of Commitment within sixty (60) days after receipt of such notice, the Contractor shall be excused from further performance of the work and services and it shall terminate the work in an orderly manner and with such dispatch as will accomplish all authorized return travel of personnel, dependents and their effects within the total obligated funds. Termination of the work in accordance with this provision shall be considered as a termination for the convenience of CNPq.

ARTICLE V - CONTRACT PROVISIONS

1. Personnel

- A. Biographical Data. Contractor agrees to furnish to CNPq and USAID biographical information on: (1) the scholars selected as NAS Overseas Research Fellows, and (2) the coordinator for the project at the Home Office

- B. Approval. Research Fellows will be selected by the Contractor with the agreement of the CNPq. Names of Research Fellows selected by the Contractor for the project for work in Brazil will be referred by CNPq to the Office of the Brazilian Government for Technical Cooperation for approval. No such individual will be assigned to the project without said approval. Such approval must be furnished to the Contractor within 15 (fifteen) days of the receipt of its request.
- C. Termination of Services. After consultation by CNPq and USAID with the Contractor and on the written request of CNPq or USAID, the Contractor will return to the U.S. any research fellow engaged in this project.

2. Institutional Support

Contractor shall render such services at its Offices in the United States as may be required to carry out the purpose of its employment hereunder and to insure the benefit of its knowledge and experience to CNPq.

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3. Assignment

The Contractor shall not assign, transfer, pledge, or make other disposition of the contract without first obtaining the written consent of CNPq.

4. Subcontracts

Unless authorized in writing by USAID and CNPq, the Contractor shall not execute subcontracts save those providing for standard commercial services and supplies and raw materials. To the extent work hereunder is subcontracted, Contractor shall require each subcontractor to agree to the relevant provisions of this contract as fully as if such subcontractor were a party hereto.

5. Conformity to Laws and Regulations of Brazil

Contractor agrees to use its best efforts to assure that its Staff Members and Research Fellows, while in Brazil, will abide by all applicable laws and regulations of Brazil and political subdivisions thereof.

6. Disputes

- A. Any dispute concerning a question of fact arising under this contract which is not disposed by agreement shall be decided by arbitration under Brazilian law in the State of Guanabara. In connection with any proceeding under this clause, the parties shall be afforded an opportunity to be heard and to offer evidence. Pending final decision of a conclusion hereunder, the Contractor shall proceed diligently with the performance of the contract.
- B. This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph A. above, provided that nothing in this contract shall be construed as making final the
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decision of the arbitration on a question of law.

7. Termination

This contract may be terminated in whole or in part from time to time, by CNPq or the NAS whenever for any reason CNPq or NAS determine that such termination is in the best interest of the project. Termination of this contract shall be effected by delivery to the Contractor or to the CNPq by the Contractor, of a Notice of Termination specifying the extent to which the contract is terminated.

IN WITNESS WHEREOF, the parties hereto have executed

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this contract on the day and year first hereinabove written.

CONSELHO NACIONAL DE PESQUISAS

NATIONAL ACADEMY OF SCIENCES

By: Antonio Carlos Pereira

By: P. Handler

Title: _____

Title: President

Date: JAN 19 1970

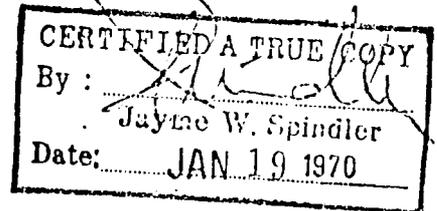
Date: December 12, 1969

FUNDS AVAILABLE

Alina P. Simon 10/7/69
CENTRO. ESP. U.S.A.

LETTER OF COMMITMENT

National Academy of Sciences
2101 Constitution Avenue, N.W.
Washington, D.C.



Subject: Contract GOB-12-637
between Conselho Nacional
de Pesquisas (CNPq) and
the National Academy of
Sciences (NAS) - PIO/T
512-263.8-3-90515

Gentlemen:

This Letter of Commitment together with its Appendix A
(Standard Provisions) dated OCT. 13, 1969 and Appendix B
(Budget) dated OCT. 13, 1969, effective OCT. 13, 1969
will constitute an agreement (hereinafter referred to as
"Letter") between the Government of the United States of
America, represented by the Contracting Officer, the United
States A.I.D. Mission to Brazil (hereinafter referred to as
"USAID") executing this Letter and National Academy of Sciences
(NAS) a non-profit corporation organized pursuant to an Act
of Congress, with its principal offices located in Washington,
D.C. (hereinafter referred to as "CONTRACTOR").

The Conselho Nacional de Pesquisas (CNPq), representing the Government of Brazil (GOB), has requested USAID to provide certain assistance in financing the contract entered into between the Conselho Nacional de Pesquisas (CNPq) and National Academy of Sciences (NAS) ("CONTRACTOR") under the Alliance for Progress. In response to this request, USAID desires to finance the contract pursuant to the terms and conditions of this Letter. USAID is entering into this Letter under the authority of the Foreign Assistance Act of 1961 as amended, and Executive Order 11223.

I. USAID Obligation

A. Financing of Contract

USAID agrees to finance \$244,000.00 of the total dollar contract cost pursuant to the terms and conditions thereof, conditioned upon the Contractor's compliance with the terms and conditions of this Letter, including the appendices attached hereto and made a part hereof and the contract.

B. Maximum Dollar Obligations

It is understood that USAID's maximum dollar obligation in financing the contract shall not exceed \$244,000.00 for the entire 20 months after the effective date of the contract, unless USAID shall agree to increase the maximum obligation in accordance with the terms of said contract.

C. Advance Payment

The Contractor may request to USAID/B Controller, in writing, an advance payment. This advance shall be equal to $2/3$ of the anticipated costs for the ensuing 3 months period and shall be liquidated by the invoices submitted for work performed during that period.

D. Domestic Travel in U.S.

Domestic travel in the U.S. shall be limited to the amount in the budget as approved by USAID.

II. Contractor Obligation

A. Financing of Contract

Contractor agrees to finance \$100,000.00 of the total contract cost.

B. Maximum Dollar Obligation

It is understood that Contractor's maximum obligation in financing the contract shall not exceed \$100,000.00 including pre contract costs for the entire 20 month duration of this contract, unless the Contractor shall agree to increase the maximum obligation in accordance with the terms of said contract. From the \$100,000.00, the Contractor shall pay at least 50% of the stipends costs for the NAS Overseas Research Fellows, plus pre-contract costs incurred on or after June 1, 1969 associated with language training, the selection of the NAS Overseas Fellows as well as the expenses incurred in the preliminary formulation of the research plans.

C. Performance of Contract

Contractor agrees to perform fully and faithfully

all of the terms and conditions of the aforesaid contract and this Letter.

D. Notice of Default

Contractor shall promptly advise USAID of any default on the part of CNPq in performance of any of the terms and conditions of the contract.

III. Logistic Support

U.S. personnel coming to Brazil under this contract will not receive APO, PX or other duty free privileges under the terms of this Letter of Commitment.

IV. Amendment of Letter

This Letter constitutes the entire agreement between USAID and Contractor concerning financing dollar costs of the contract. No modification shall be made hereto unless it be in writing, signed for the Contractor by duly authorized officers of the Contractor, and signed for USAID by a duly authorized USAID Contracting Officer.

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V. Standard Provisions

A. The following Standard Provisions - Appendix A, which is made part of this letter of Commitment, numbered I through XXXIV, omitting number(s) I.G, II.A, II.D, II.G.3, II.I, II.J, VII.a), XI, XII.A.4, XII.C, XII.D, XII.E.2, XII.E.3, XII.F, XIII, XIV.D, XVI, XVII, XVII.B, XVII.C, XVIII, XIX.A, XIX.B, XXV, are the Standard Provisions of this Letter of Commitment.

B. Standard Provisions number XI - Allowances, should read as follows:

"A. Housing: Costs will be covered from the stipends awarded by the Contractor.

B. Temporary Lodging Allowance: CNPq will provide temporary lodging allowance for up to 90 days following arrival.

C. Education Allowance: Costs will be covered from the stipends awarded by the Contractor".

- C. Standard Provisions number I - Definitions, item G, should read as follows:

"G. Research Fellows are post doctoral research scientists awarded research grants under the provisions of the Contract and are not staff members of the NAS".

Note: Reference is made to "technicians" throughout the contract. Whenever this word appears the words "Research Fellows" should be substituted. These personnel are in fact "Research Fellows" appointed from other institutions and subject to the policies established by NAS with respect to such "Fellows".

- D. Standard Provisions, number I - Definitions, item "L.Traveler", should read as follows:

"L.Traveler" shall mean Research Fellows, staff members, NAS Committee, dependents of Research Fellows, coordinator, Contractor's executives in travel status and prospective Research Fellows and spouses for personal interviews, in accordance with Contractor's normal practice in selecting its staff and awarding grants to Research Fellows.

Please indicate acceptance of the terms and conditions of this Letter by causing your duly authorized officials to sign and date this Letter in the spaces below and in the corresponding spaces on each of the five copies of this Letter enclosed herewith, and return four executed copies to this Office.

Sincerely yours,

Roger B. Garlock

United States of America
United States A.I.D. Mission to Brazil

ACCEPTED:

NATIONAL ACADEMY OF SCIENCES

By: _____

Title: _____

Date: _____

APPENDIX A

LETTER OF COMMITMENT

Date: OCT 13 1969

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APPENDIX A

STANDARD PROVISIONS

I. DEFINITIONS

- A. "A.I.D." shall mean the Agency for International Development.
- B. "Contractor" shall mean the U.S. entity with which this Letter of Commitment is executed.
- C. "Cooperating Country" shall mean the Federative Republic of Brazil.
- D. "GOB" shall mean the official representatives of the Cooperating Country for this Letter of Commitment.
- E. "Mission" or "USAID" shall mean the United States A.I.D. Mission to, or principal A.I.D. office in, the Cooperating Country.
- F. "Contracting Officer" shall mean the person executing this Letter on behalf of the United States Government, and any other A.I. D. employee who is a properly designated Contracting Officer.

- G. "Technicians" shall mean representatives of the Contractor appointed to serve in the Cooperating Country under the Contract.
- H. "Contractor's Chief of Party" shall mean the representative of the Contractor in the Cooperating Country who shall be responsible for supervision of the performance of all duties undertaken by the Contractor in the Cooperating Country.
- I. "Home Office Coordinator" shall mean the representative of the Contractor at the Contractor's home office, who shall be responsible for coordinating the activities carried out under the Contract in the Cooperating Country with those carried out at the home institution.
- J. "Home Office Personnel" shall mean the representatives of the Contractor performing services under the Contract at the Contractor's home institution and shall include the Coordinator.
- K. "Dependents" shall mean:
- (1) Wife
 - (2) Children (including step and adopted children) who are

unmarried and under 21 years of age or, regardless of age, are incapable of self support.

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

- .. "Traveler" shall mean staff members, dependents of regular staff member, coordinator. Contractor's executives in travel status and prospective staff members and spouses for personal interviews, in accordance with Contractor's normal practice in selecting its personnel.
- M. "Local Currency" shall mean the currency of the Cooperating Country.
- N. Economy class air travel (also known as jet-economy, air coach, tourist-class, etc.) shall mean class which is less than first-class air travel.

II. PERSONNEL

A. BIOGRAPHICAL DATA. Contractor agrees to furnish to GOB and USAID, biographical information on the following individuals to be employed in the performance of the Contract; (1) Any individual to be sent outside of the United States, (2) Home Office Coordinator biographical data or other individuals employed under the Contract also shall be available for review by A.I.D. at the Contractor's office or as otherwise requested.

B. PHYSICAL FITNESS AND COMPETENCE OF EMPLOYEES AND DEPENDENTS.

1. PRE-DEPARTURE

(A) Contractor shall exercise reasonable precautions in assigning employees for work under this Letter in the Cooperating Country to assure that such employees are physically fit for work and residence in the Cooperating Country. In carrying out this responsibility Contractor shall require all such employees (other than those hired in the Cooperating Country) and their dependents authorized to accompany such employees to be examined by a licensed doctor of medicine. Contractor shall require the doctor to certify that, in the doctor's opinion, the staff member is physically qualified to engage in the specific duties and the staff member and authorized depend-

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ents are physically qualified to reside in the country to which the staff member is recommended for duty. If Contractor has no such medical certificate on file prior to the departure for the Cooperating Country of any staff member or authorized dependent and such staff member is unable to perform his specific duties and complete his tour of duty because of any physical disability (other than physical disability arising from an accident while employed under this Contract) or such authorized dependent is unable to reside in the Cooperating Country for at least nine months or one-half the period of the related staff member's initial tour of duty because of any physical disability (other than physical disability arising from an accident while a dependent under this contract), Contractor shall not be reimbursed for the return transportation costs of the physically disabled staff member and his dependents and their effects or for the return transportation of the physically disabled dependent and any other persons required to return because of such disability.

- (B) Contractor shall use its best efforts to select and employ, for assignment in the Cooperating Country, personnel who are technically competent to perform

their assigned duties, who are reliable, who will comply with local laws and respect local customs, and who will so conduct themselves as to avoid reflecting discredit upon the United States of America. The Contractor's Senior Representative in the Cooperating Country shall be empowered to take, and shall take, all reasonable measures to assure that the general conduct of its personnel is not offensive to local customs, traditions, or standards of behavior.

2. END OF TOUR

Contractor is authorized to provide its regular staff members and dependents with physical examinations upon completion of their regular tours of duty.

B. APPROVAL.

No individual shall be sent outside of the United States by the Contractor under this contract without the prior written approval of the GOB and USAID.

D. STAFF APPOINTMENTS.

All staff members will be given institutional appointments

- A. When the remaining period of this contract is less than one year and in the judgement of the Contractor it is deemed desirable to fill a vacancy, then appointment may be made for the remaining period of the Contract provided the Contract has a few more months to run, and provided further that if it is contemplated that the Contract is to be extended, then the appointment will be for the period of time of the actual extension being made.
- B. When a position to be filled does not require a one year appointment, then a short-term staff appointment may be made.

2. Contractor may make appointments of consultants under this letter for less than one year (B above) provided that the GOB approves such appointments.

F. RIGHT TO RECALL.

After consultation by the GOB and USAID with the Contractor and on the written request of the USAID or of

the GOB the Contractor will terminate the employment under the Contract of any individual serving thereunder.

G. LEAVE (VACATION AND SICK).

1. VACATION LEAVE

Contractor may grant to the Contractor Personnel under this Letter vacations of reasonable duration in accordance with Contractor's usual practice, but in no event shall vacation leave be earned at a rate exceeding 26 working days per annum. It is understood that vacation leave is provided under this Letter primarily for the purposes of affording necessary rest and recreation during tours of duty in the Cooperating Country and that the Contractor will use its best efforts to arrange that earned vacation leave will be used for the above stated purpose during his tour of duty unless the interest of the project dictates otherwise.

Lump-sum payments for vacation leave earned but not taken may be made at the end of an employee's service under the Contract, provided that such lump-sum payment shall be limited to leave earned during a 12 month period (not to exceed 26 working days).

2. SICK LEAVE

Sick leave may be granted in accordance with the Contractor's usual practice but not to exceed 13

working days per annum. Additional sick leave after use of accrued vacation leave may be advanced in accordance with Contractor's usual practice if in the judgment of the Contractor and with the prior approval of the GOB. It is determined that such additional leave is in the best interest of the project. In no event shall such additional leave exceed 30 calendar days. Contractor agrees to reimburse USAID for leave used in excess of the amount earned during the staff members assignment under this Contract. Sick leave earned and unused at the end of the Contract may be carried over in the event the Contract is extended. Unused sick leave is not reimbursable under this Letter.

3. LEAVE RECORDS

Contractor shall maintain current leave records for all staff members, and the Contractor shall make semi-annual statements to the GOB and the USAID Mission of leave taken. This statement shall constitute evidence of compliance with the provisions of this paragraph G.

H. HOLIDAYS

1. U.S. Contractor employees shall be entitled to such holidays while serving in the United States as are established by the Contractor.
2. Overseas. Contractor employees while serving abroad

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shall be entitled to all holidays authorized by the
GOB in the country of assignment.

I. ORIENTATION

The technicians may receive orientation as authorized in the Letter of Commitment. Transportation cost and travel allowances, pursuant to the provisions of paragraph XII.A.1. may be reimbursed if the orientation is more than fifty (50) miles from the staff member's residence.

J. INSURANCE ON MOTOR VEHICLES.

If Contractor or any of its employees or their dependents transport or cause to be transported (whether or not at Contract expense) privately owned motor vehicles to the Cooperating Country, or they or any of them purchase a motor vehicle within the Cooperating Country, Contractor agrees to make certain that all such automobiles during such ownership within the Cooperating Country will be covered by an insurance policy with premium payment evidenced by a paid invoice issued by a reliable company acceptable to the GOB providing the following minimum coverages or such other coverages as may be set by the USAID, payable in U.S. dollars or its equivalent in the currency of the Cooperating Country: injury to persons, \$10,000/\$20,000; property damage, \$5,000. Contractor
• further agrees to provide the USAID satisfactory proof of the existence of such insurance coverage before such

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motor vehicles are operated within the Cooperating Country. The premium costs for such insurance shall not be a reimbursable cost under this Contract.

K. NON DISCRIMINATION IN EMPLOYMENT

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

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

of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with

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

- (7) The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such

direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

III. INSTITUTIONAL SUPPORT

Contractor shall render such services at its institution in the United States as may be required to carry out the purpose of its employment hereunder and to insure the benefit of its knowledge and experience to the GOB.

IV. DATA AND PUBLICATIONS

1. Technical data, recommendations, notes, memoranda, reports and other information, data, or writings prepared by the Contractor pursuant to or developed in connection with this contract, shall become the property of GOB and GOB shall have the right to use them for any beneficial purpose without any additional compensation to the Contractor except for packing and shipping. The Contractor shall preserve basic data collected under the contract until one (1) year after publication of such data, or until one (1) year after termination or completion of the contract as applicable. The above provision shall not be interpreted to limit the right of the Contractor or of its personnel to make, keep, and use copies of personal or professional records and notes (i.e., lecture and research notes, reports, or data) or to publish any article referring to any information or based upon any

- writing obtained or developed pursuant to this contract.
2. Neither party nor any staff member while serving as such shall publish any article referring to any information or based upon any writing obtained or developed pursuant to the contract without giving thirty (30) days notice to the other party and USAID of its intention to publish, together with a copy of the proposed article. If within such 30 day period GOB and USAID gives written notification to the Contractor or such staff member that publication of certain specified material in such proposed article would violate the security regulations or be in conflict with the national security of the United States and/or Brazil (in the latter case after hearing the views of GOB), then the Contractor or such staff member shall not publish that certain specified material if it would violate the security regulations or be in conflict with the national security of the United States and/or Brazil. In the event that the contractor or such staff member intends to publish the material specified by GOB and/or USAID in such written notification, the Contractor or such staff member shall give written notice to each party of its intention to publish no later than 30 days prior to such publication.
 3. Contractor shall obtain a written agreement with such staff member for the benefit of GOB and USAID that such staff member shall not publish any material obtained

or developed pursuant to this contract which would violate the security regulations or be in conflict with the national security of the United States and/or Brazil.

4. All publications shall give due credit to the contributions of the parties hereto.

V. INSPECTION

In order to assure continuous and cooperative planning and operations hereunder, Contractor shall encourage and permit the GOB and/or USAID or its authorized representatives, at all reasonable time, upon advance notice to visit the Contractor's personnel and to inspect the activities and work pertinent to the contract, either in the United States or abroad, and to interview personnel engaged in the performance of the contract to the extent deemed necessary by GOB and/or USAID.

VI. ASSIGNMENTS

The Contractor shall not assign, transfer, pledge, or make other disposition of the contract without first obtaining the written consent of GOB. Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 US Code 203, 41 US Code 15), if the Contract and this Letter provide for payments aggregating \$1,000 or more, claims for U.S. dollars due or to become due the Contractor under the Contract and this Letter may be assigned to a bank, trust company, or other financing institution within the United States, including any United States Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any

such assignment or reassignment shall cover all dollar amounts payable under the Contract and this Letter by USAID and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Any such assignment or consent will inure to the benefit of the such institutions' legal successors or assignees.

VII. SUBCONTRACTS AND AMENDMENTS TO CONTRACT

a) SUBCONTRACT

Unless authorized in writing by GOB the Contractor shall not execute subcontracts save those providing for standard commercial services and supplies and raw materials. To the extent work hereunder is subcontracted, Contractor shall require each Subcontractor to agree to the relevant provisions of this Letter as fully as if such subcontractor were a party hereto.

b) AMENDMENT OF CONTRACT

Contractor shall not enter into any amendment of the contract without prior written approval of USAID. Contractor shall not be entitled to financing hereunder of any costs or compensation attributable to any period after the effective date of any amendment entered into in violation of this paragraph.

VIII. CONFORMITY TO LAWS AND REGULATIONS OF COOPERATING COUNTRY

Contractor agrees to use its best efforts to assure that its personnel, while in the Cooperating Country, will abide by all applicable laws and regulations of the Cooperating Country and political subdivisions thereof.

IX. COMPENSATION

A. For the performance of this Letter, USAID shall reimburse the Contractor the actual, necessary, reasonable and allocable cost thereof as determined by the Contracting Officer to be allocable with:

1. Subpart 1.15.3 of the Federal Procurement Regulations (hereafter referred to as FPR), in effect as of the date of this Letter.

2. The terms of this Letter.

B. The Contractor agrees that any refunds, rebates, credits, or other amounts accruing to or received by the Contractor or any assignee under this Contract shall be paid by the Contractor to USAID to the extent that they are properly allocable as costs for which the Contractor has been reimbursed by USAID under this Letter. Reasonable expenses incurred by the Contractor for the purpose of securing such refunds, rebates, credits or other amounts shall be allowable costs hereunder when approved by the Contracting Officer.

X. SALARIES

A. USAID will reimburse Contractor for salaries and wages,

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including authorized leave, paid to staff members and Home Office Personnel performing work under the Contract, provided that such salary is within the Contractor's regular salary scale and the Contractor certifies to the facts pertaining thereto. Reimbursement will not be made for any individual's salary exceeding \$25,000 a year (exclusive of allowances provided for in paragraph XI below) without the prior written approval of the USAID.

B. Salaries will be established by the Contractor in accordance with his normal practice. However, the GOB has accepted certain advisory guidelines established by USAID and set forth below, within which the Contractor is expected to operate under normal circumstances, but such guidelines are not compulsory and may be departed from to the extent the Contractor finds necessary. The Contractor will currently report any deviation from these provisions and explain to GOB and USAID.

1. CONTRACTOR'S FIELD AND HOME OFFICE STAFF

a. The base salaries will be the same as the Contractor would normally pay persons of similar ability and experience for services at the rank to which the persons have been appointed.

b. Base salaries may be increased in the following respects:

(1) By annualization in cases where the Contractor's salary scale is based on less than twelve

months' service a year.

- (2) For personnel to serve overseas, by not more than an average of 10% of the annualized base salary (overseas incentive) for all persons serving under the contract.

2. HOME OFFICE PERSONNEL

- a. Salary will be in accordance with 1.a. and 1.b. above.
- b. Salaries paid while in travel status shall be limited to the time required by the most direct and expeditious air route, except as otherwise provided in paragraph XII. All time in excess of that required for such air travel may be charged to leave.
- c. In the event that an employee's services are terminated by the Contractor for misconduct or security reasons, Contractor will be reimbursed for salary thereafter paid such employee only through the time required to promptly return him to his point of origin by the most expeditious air route, plus accrued vacation leave,

XI. ALLOWANCES

A. QUARTERS ALLOWANCES

The Contractor will be reimbursed for payments made to staff members for a quarters allowance for rent and utilities if such facilities are not supplied. Such allowances shall be the same as paid USAID employees of equivalent rank in the Cooperating Country, in accordance with the

Standardized Regulations (Government Civilians, Foreign Areas), as from time to time amended. Subject to the approval of the USAID, short term staff members may be paid per diem (in lieu of quarters allowance) at rates authorized by the USAID, but not to exceed the rates prescribed by the Standardized US Government Travel Regulations, as from time to time amended, during the time such short term staff members spend at posts of duty in the Cooperating Country under this contract. In authorizing such per diem rates, the USAID shall consider the particular circumstances involved with respect to each such short term staff member including the extent to which meals and/or lodging may be made available without charge or at nominal cost by an agency of the U.S. Government or of the Cooperating Country, and similar factors.

B. TEMPORARY LODGING ALLOWANCES

The Contractor will be reimbursed for payments made to staff members and authorized dependents for a temporary lodging allowance, in lieu of quarters allowance in accordance with the Standardized U.S. Government Civilian Allowance Regulations (Foreign Areas), as from time to time amended.

C. EDUCATIONAL ALLOWANCES

The Contractor will be reimbursed for payments made to regular staff members, for educational allowances for their dependent children in accordance with the Standardized

U.S. Government Civilian Allowance Regulations (Foreign Areas), as from time to time amended.

D. EDUCATIONAL TRAVEL

The Contractor will be reimbursed for payments made to regular staff members for educational travel for their dependent children in accordance with the Standardized U.S. Government Civilian Allowance Regulations (Foreign Areas) as from time to time amended. Educational travel shall not be authorized for regular staff members whose assignment is less than 2 years.

E. PAYMENTS DURING EVACUATION

If approved in advance by the USAID, Contractor will be reimbursed for payments made to staff members and authorized dependents evacuated from their post of assignment in accordance with the Standardized U.S. Government Civilian Regulations (Foreign Areas) as from time to time amended.

XII. TRAVEL AND TRANSPORTATION EXPENSES

A. NECESSARY TRANSPORTATION COSTS AND TRAVEL ALLOWANCES

1. (A) U.S. TRAVEL

The Contractor shall be reimbursed for actual transportation costs and travel allowances of travellers in accordance with the established practice of the Contractor for travel within the United States directly referable to the contract and not continuous with travel to and from the Cooperating Country. Such transportation costs shall not be reimbursed in an amount greater than the cost of and

time required for economy class commercial scheduled air travel by the most expeditious route except as otherwise provided in paragraph XII.A-7 and unless economy air travel or economy air travel space are not available and the Contractor certifies to the facts in the voucher or other documents retained as part of his contract records to support his claim for post-audit by USAID. Such travel allowances shall be in accordance with the established practice of the Contractor for travel within the United States provided that it shall not exceed the rates and basis for computation of such rates as provided in the Standardized Government Travel Regulations as from time to time amended.

(B) ACTUAL EXPENSE BASIS

Travel on an actual expense basis may be authorized or approved by the Contractor's Project Coordinator or equivalent official, when it is determined that unusual circumstances of the assignment will require expenditures greatly in excess of the maximum per diem allowance provided herein. Payment on an actual expenses basis is limited to specific travel assignments and should be used only in exceptional cases and not merely to cover a small amount of costs in excess of per diem. Normally the authorization will be limited to cases where the cost of lodging

(exclusive of meals) at available hotels absorbs practically all of the per diem allowance. In no event, however, shall the amount authorized exceed \$30.00 per day. Receipts covering all expenses claimed hereunder shall be filed by the traveler with his voucher and shall be retained as a part of the Contractor's records to support the Contractor's claim for reimbursement, for post audit by USAID.

2. INTERNATIONAL TRAVEL

The Contractor shall be reimbursed for actual transportation costs and travel allowances of travelers from normal place of residence in the United States (or other location as approved by the Contracting Officer) to post of duty in the Cooperating Country and return to normal place of residence in the United States (or other location as approved by the Contracting Officer) upon completion of services by the staff member. Such transportation costs shall not be reimbursed in an amount greater than economy class commercial scheduled air travel by the most expeditious route, except as otherwise provided in paragraph XII-A and unless economy air travel or economy air travel space are not available and the Contractor certifies to the facts in the voucher or other documents retained as part of this contract records to support his claim or for post-audit by USAID. Such travel allowances for such travelers shall be at the

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rate of \$6 per day for persons eleven years of age or over, and \$3 per day for persons under eleven years of age, for not more than the travel time required by scheduled economy class commercial air carrier using the most expeditious route and computed in accordance with the U.S. Standardized Government Travel Regulations as from time to time amended. One stopover enroute for a period of not to exceed twenty-four (24) hours is allowable when the traveler uses economy class accommodations for a trip of fourteen (14) hours or more of scheduled duration. Such stopover shall not be authorized when travel is by indirect route. Per diem during such stopover shall be paid in accordance with the established practice of the Contractor, but not to exceed the amounts stated in the Standardized Government Travel Regulations, as from time to time amended.

3. LOCAL TRAVEL

The Contractor shall be reimbursed for actual costs of transportation of travelers in the Cooperating Country if not provided by GOB in connection with duties directly referable to the contract, including travel allowances at the same rates prescribed by the U.S. Standardized Government Travel Regulations, as from time to time amended.

4. INDIRECT TRAVEL FOR PERSONAL CONVENIENCE

When travel is performed by an indirect route for the personal convenience of the traveler, the allowable costs of such travel will be computed on the basis of the cost of economy class air fare via the direct usually traveled route. If such costs include fares for air or ocean transportation by flag carriers other than the U.S. or Brazilian approval for indirect travel by such flag carriers must be obtained from USAID before such travel is undertaken, otherwise only that portion of travel accomplished by Brazilian or U.S. flag carriers will be reimbursable within the above limitation of allowable costs.

5. LIMITATION ON TRAVEL BY DEPENDENTS

Travel costs and allowances will be allowed only for dependents of the technicians and such costs shall be reimbursed for travel from place of abode in the United States to assigned station in the Cooperating Country and return, only if dependent remains in the Cooperating Country for at least nine months or one-half of the required tour of duty of the technician responsible for such dependent, whichever is the greater.

6. DELAYS EN ROUTE

The Contractor may grant to personnel employed under this letter and their dependents reasonable delays en route, not circuitous in nature while in travel status, caused by events beyond the control of the traveler or Contractor, other than those caused by physical incapacitation. It is understood that if delay is caused by physical incapacitation, personnel shall be eligible for such sick leave as is provided under paragraph II-G-2.

7. TRAVEL BY PRIVATELY-OWNED AUTOMOBILE

The Contractor shall be reimbursed for the cost of travel performed by staff members in their privately-owned automobiles at the rate of twelve (12) cents per mile not to exceed the cost by the most direct economy air route between the points so traveled, provided personnel is taking such automobile to or from the Cooperating Country as authorized under the contract. If any authorized dependents travel with the personnel in such automobile, no additional charge will be made by Contractor for their travel between such points.

B. EMERGENCY AND IRREGULAR TRAVEL AND TRANSPORTATION

Actual transportation costs and travel allowances while enroute, as provided in this section will also be reimbursed under the following conditions:

1. Subject to the prior written approval of the USAID the costs of going from post of duty in the Cooperating Country to the United States or other approved location for staff members and dependents, when because of reasons or conditions beyond his control, staff member has not completed his required service in the Cooperating Country or the dependent must leave the Cooperating Country, USAID may also authorize the return from the United States or such other approved location to the Contracting Country of such personnel and/or dependents.
 2. It is agreed that paragraph 1. next above includes but is not necessarily limited to the following:
 - a. Need for medical care beyond that available within the area to which personnel is assigned;
 - b. Serious effect on physical or mental health if residence is continued at assigned post of duty;
 - d. Death or serious illness in the immediate family (parents and children) of employee or spouse;
 - d. Emergency evacuation, including, subject to the USAID approval, the transportation of household effects and automobiles or storage thereof, and a per diem allowance for subsistence.
- C. TRANSPORTATION OF MOTOR VEHICLES, PERSONAL;EFFECTS AND HOUSEHOLD GOODS
- Transportation, including packing and crating costs, will be paid for shipment from point of origin in the United

States (or other location as approved by the USAID) to post of duty in the Cooperating Country and return to point of origin in the United States (or other location as approved by the USAID) (1) of one private-owned motor vehicle for each technician (2) of personal effects of travelers, and (3) of household goods of the technicians not to exceed the following limitations:

	<u>Basic Household Furniture not Supplied</u>	<u>Basic Household Furniture Supplied</u>
Technician	7500 pounds Net Weight	2500 pounds Net Weight

The cost of transporting motor vehicle and household goods shall not exceed the cost of packing, crating and transportation by surface. In the event that the carrier does not require boxing or crating of motor vehicles for shipment to the Cooperating Country, the cost of boxing or crating is not reimbursable. The cost of transporting unaccompanied baggage and personal effects will be reimbursable as follows:

UNACCOMPANIED BAGGAGE

<u>If Major Portion of Travel by Air</u>		<u>If Major Portion of Travel by Surface</u>	
<u>Technician</u>	<u>Dependents</u>	<u>Technician</u>	<u>Dependents</u>
100 pounds gross by air and 200 pounds gross by surface	100 pounds gross by air and 200 pounds gross by surface	300 pounds gross by surface	300 pounds gross by surface

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D. STORAGE OF HOUSEHOLD EFFECTS

The cost of storage charges, (including packing, crating and drayage costs) in the U.S. of household goods of regular staff members will be permitted in lieu of transportation of all or any part of such goods to the Cooperating Country under paragraph C. above, provided that the total amount of household goods shipped to the Cooperating Country & stored in the U.S. shall not exceed 7500 pounds net for each technician with dependents in the Cooperating Country.

E. LIMITATION ON TRANSPORTATION

1. INTERNATIONAL AIR TRANSPORTATION

All international air travel under this Letter shall be made on Brazilian or U.S. flag carriers. Exceptions to this rule will be allowed in the following situations provided that the Contractor certified to the facts in the voucher or other documents retained as part of his contract records to support his claim for reimbursement and for post audit by USAID:

(A) Where a flight by a Brazilian or a U.S. carrier is not scheduled to arrive in time for the conduct of official business.

(b) Where a flight by a Brazilian or U.S. carrier is scheduled but does not have accommodations available when reservations are sought.

(C) Where the departure time, routing, or other features

of a Brazilian U.S. carrier flight would interfere with or prevent the satisfactory performance of official business.

(D) Where a scheduled flight by a Brazilian or a U.S. carrier is delayed because of weather, mechanical or other conditions to such an extent that use of another carrier is in the Government's interest.

(E) Where the appropriate class of accommodations is available on both Brazilian, U.S. and other non-U.S. carriers, but the use of the Brazilian or the U.S. carriers will result in higher total U.S. dollar cost to the contract due to additional per diem or other expenses.

(F) Where the appropriate class of accommodations is available only on a non-Brazilian or non-U.S. carrier and the cost of transportation and related per diem is less than the cost of available accommodations of another class on a Brazilian or U.S. carrier and related per diem.

All international air shipments under this Letter shall be made on Brazilian or U.S. flag carriers unless shipment would, in the judgement of the Contractor, be delayed an unreasonable time awaiting a Brazilian or U.S. carrier either at point of origin or transshipment, provided that the Contractor certifies to the facts in the vouchers or other documents retained as part of the

contract record to support his claim for reimbursement and for post audit by USAID.

2. INTERNATIONAL OCEAN TRANSPORTATION

All international ocean transportation of persons and things which is to be reimbursed in U.S. dollars under this Letter shall be by U.S. flag vessels to the extent they are available.

A. TRANSPORTATION OF THINGS

Where U.S. flag vessels are not available, or their use would result in a significant delay, the Contractor may obtain a release from this requirement from the Resources Transportation Division, Agency for International Development, Washington, D.C. 20523, or USAID, as appropriate, giving the basis for the request.

B. TRANSPORTATION OF PERSONS

Where U.S. flag vessels are not available, or their use would result in a significant delay, the Contractor may obtain a release from this requirement from the U.S.A.I.D.

3. TRANSPORTATION OF FOREIGN-MADE MOTOR VEHICLES

Unless otherwise authorized by the USAID no reimbursement will be made for the costs of transportation of any foreign (non-U.S.) made motor vehicle between the United States and the Cooperating Country or any intermediate points. Reimbursement will not be made

for the costs of transportation of a foreign-made motor vehicle to the United States unless reimbursement has been made for the transportation of such motor vehicle to the Cooperating Country in accordance with the foregoing provision or unless the prior written approval of the USAID is obtained.

F. SALE OF PERSONAL PROPERTY OR AUTOMOBILES

The sale of personal property or automobiles by the technicians in the Cooperating Country shall be subject to the same limitations and prohibitions which apply to USAID.

XIII. NOTICE OF CHANGES IN REGULATIONS

Changes in allowances shall be effective at the beginning of the Contractor's next pay period following receipt of Notice. Notice of changes shall be sent to the technicians with a copy to the Home Office Coordinator.

XIV. OTHER DIRECT COSTS

A. INSURANCE

1. WORKMEN'S COMPENSATION INSURANCE

A. The Contractor shall provide and thereafter maintain workmen's compensation insurance as required by United States Public Law 208, 77th Congress, as amended (42 U.S.C. 1651), with respect to and prior to the departure for overseas employment under this Letter of all employees who are hired in the United States or who are American citizens or bonafide

residents of the United States.

- B. The Contractor shall further provide all employees who are nationals or permanent residents of the country in which services are being rendered, if the contract authorizes their employment, security for compensation benefits pursuant to the applicable law of such country for injury or death in the course of such employment, or in the absence of such law, employer's liability insurance. For all other authorized employees not hired in the United States or who are not American citizens or bona fide residents of the United States, Contractor shall provide the necessary employer's liability insurance.
- C. The Contractor agrees to insert the provisions of this paragraph including this subparagraph C., in all subcontracts or subordinate contracts except contracts exclusively for furnishing materials or supplies.
- D. All such insurance policies shall be subject to the written approval of the USAID prior to reimbursement by USAID to the Contractor of the costs thereof.

2. REIMBURSABLE PREMIUMS

If retirement contributions, group hospital or health insurance, group life insurance, social security taxes, state workmen's compensation contributions (including self insurance) are paid by the Contractor under its

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normal practice and such costs are not in overhead, such payments as pertain to personnel while employed under this contract shall be reimbursable. In cases where Contractor's personnel are excluded from coverage under the Contractor's group life insurance policy by reason of overseas service under this Letter, term life insurance giving the same coverage as that to which the individual would be entitled as an on-campus university employee will be reimbursable, provided reimbursement for such premiums shall be limited to the amount allocable to the period of employment under this contract.

3. OTHER INSURANCE

Contractor shall be reimbursed for such other insurance coverages (including self insurance) as required subject to the prior written approval of USAID.

4. NON-REIMBURSABLE PREMIUMS

Insurance premiums other than those authorized under paragraphs 1, 2 and 3 above, including premiums for insurance on personal property of persons under this Letter, will not be reimbursed, either as a direct cost or an indirect cost.

B. OUT-OF-POCKET EXPENSES

Reimbursement will be made for the costs of actual out-of-pocket expenses, not otherwise provided for nor prohibited elsewhere, by the Contractor in performing work

under this Letter. Such expenses shall include communication expenses such as costs of telephone and telegraph, postage, cables, preparation and reproduction of training and reference materials and reports, books, reference materials procured solely for the performance of work under the contract and transportation costs thereon, from Contractor's Home Office or supplier's shipping point to the Cooperating Country and return; passport, visa and inoculation fees, medical examinations (not to exceed \$40 per examination for individuals over 12 years of age and \$10 per examination for individuals under 12 years of age) for staff members and dependents provided under Article II.B. above, and other similar expenses incurred by the Contractor in performing work under the contract.

C. OTHER NECESSARY COSTS

Reimbursement will be made for such other costs not expressly excluded by other provisions of this Letter, as should in the opinion of the USAID, be included in the cost of the work called for by this Letter. Any such costs allowed by the USAID shall be specifically identified by the Contractor as being allowable under this paragraph.

D. Costs to Contractor of an arbitration proceeding under paragraph XXIV of Appendix A, except attorneys fees, shall be reimbursable under this Letter to the extent that such costs are assessed against Contractor by the arbitration.

XV. INDIRECT COSTS (OVERHEAD)

Contractor will be reimbursed for cost allocable to this Letter as specified in Appendix B and computed as follows:

1. The home office rate will be negotiated in accordance with the provisions of sub-part 1-15.2. of the Federal Procurement Regulations (Principles and Procedures for use in Cost-Reimbursement Type Supply and Research Contracts with commercial organizations).
2. The field-office rate will be negotiated on the same basis at the home office rate except that the following shall be excluded.
 - A. Use of charges for equipment.
 - B. Use of charges for buildings.
 - C. Operation and maintenance of physical plant.
3. The allowable indirect costs under this Letter shall be obtained applying negotiated overhead rates to basis agreed upon by the parties, as specified below.

The Contractor, as soon as possible after the expiration of each Fiscal Year shall submit to USAID with a copy for the cognizant audit activity, a proposed final overhead rate or rates for that period based on the Contractor's actual cost experience during that period together with supporting cost data. Negotiation of final overhead rates by the Contractor and USAID shall be undertaken as promptly as practicable after receipt of the Contractor's proposal, and completion of the Audit by the cognizant audit activity.

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Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the FPR as modified above.

The results of each negotiation shall be set forth in a modification to this Letter, which shall specify (1) the agreed final rates, (11) the basis to which the rates apply, and (111) the period for which the rates apply.

Pending establishment of final overhead rates for any period, the Contractor shall be reimbursed either at negotiated provisional rates as provided in Appendix B or at billing rates acceptable to the Contracting Officer, subject to appropriate adjustment when the final rates for that period are established. To prevent substantial over or under payment, the provisional or billing rates may, at the request of either party, be revised by mutual agreement, either retroactively or prospectively. Any such revision of negotiated provisional rates shall be set forth in a modification to this Letter.

4. Costs reimbursed as a direct charge shall be excluded from overhead computation.

XVI. UNALLOWABLE COSTS

Payment for representation, entertainment, gratuities, zone transfer allowances and other items not ordinarily reimbursable under United States Government Contracts will not be reimbursed.

XVII. METHOD OF PAYMENT

A. DOLLAR PAYMENT

Once each month (or at more frequent intervals, if approved by the paying office), the Contractor may submit to USAID Voucher Form SF-1034 (original) and SF-1034 (a) (three copies), each voucher identified by the appropriate contract number, properly executed, in the amount of dollars claimed during the period covered, which voucher forms shall be supported by Contractor's detailed invoice, in original and two (2) copies, indicating fully for each amount claimed the paragraph of the contract under which payment is to be made, supported when applicable by a statement showing period covered, for which compensation is claimed, in the following manner:

- 1. Original and two copies of a certified fiscal report rendered by the Contractor in the form and manner satisfactory to USAID substantially as follows:

<u>Category</u>	<u>Firm Budget Amount</u>	<u>Total Expenditures</u>	
		<u>To Date</u>	<u>This Period</u>
Salaries	\$ xxx	\$ xxx	\$ xxx
Allowances	xxx	xxx	xxx
Travel and Transportation	xxx	xxx	xxx
Other Direct Costs	xxx	xxx	xxx
Overhead	xxx	xxx	xxx
Fee	xxx	xxx	xxx
	-----	-----	-----
Grand Total	\$ xxx =====	\$ xxx =====	\$ xxx =====

2. The fiscal report shall include a certification signed by an authorized representative of the Contractor as follows:

"The undersigned hereby certifies: (1) that payment of the sum claimed under the cited contract is proper and due and that appropriate refund to USAID will be made promptly upon request of USAID in the event of non-performance, in whole or in part, under the contract or for any breach of the terms of the contract; and (2) that information on the fiscal report is correct and such detailed supporting information as the USAID may require will be furnished at the Contractor's home office or base office as appropriate promptly to USAID on request.

By _____
Title _____ Date _____".

- 3. Vendor's invoice or photostat covering each transaction in excess of \$2,500 appropriately detailed as to quantity, description and price for each individual item of equipment purchased.
- 4. Supplier's Certificate, AID Form 281, in triplicate, executed by the vendor for each transaction in excess of \$2,500.
- 5. In addition to the above documentation requirements the Contractor shall submit to USAID with each application for reimbursement a certificate of performance in the following form signed by an authorized representative of MEC.

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"The undersigned certifies that (1) the services for which payment is requested have been satisfactorily rendered in accordance with the terms of the contract between Contractor and GOB dated _____; and (2) any required reports have been received and are in accordance with the terms of said contract".

Date _____ Signed _____
Title _____
Authorized Representative

B. LOCAL CURRENCY PAYMENTS

1. It is agreed that the Contractor will consult with the USAID as to policies with regard to all transactions in connection with the performance of this contract relating to the acquisition, conversion and expenditures of local currencies and shall obtain Mission approval of such transactions and practices.
2. Local currency funds provided by USAID or the Cooperating Country shall be advanced to the Contractor's Chief of Party in a manner adapted to the local situation and agreed to by the USAID and Contractor. Local currency costs to be borne by the Cooperating Government are set

forth in Appendix B to this Letter.

C. REVOLVING FUNDS

USAID will upon request from the Contractor in accordance with paragraph XIX below make an initial advance to said Contractor in the amount stated in Article I.C.1. of the Letter of Commitment. USAID will replenish the fund on a quarterly basis (or other agreed interval) upon submission of documents prescribed in paragraph XIX below until such time as the total of reimbursements effected added to the initial advance equals the amount of the USAID commitment stated in Article I.C.1. of the Letter of Commitment. Thereafter, vouchers for expenditures submitted by the Contractor will not be reimbursed but will be applied to liquidate the remaining outstanding advance. In the event the total amount of subsequent vouchers are insufficient to liquidate the amount of the outstanding advance, the Contractor will refund the difference to the Controller of USAID in accordance with paragraph XVIII below.

XVIII. REFUND OF UNEXPENDED LOCAL CURRENCY FUNDS AND REIMBURSEMENT
ADJUSTMENT

The Contractor shall make a repayment to the Mission of all unexpended portions of the advanced local currency funds not otherwise obligated under the contract for a legally binding transaction. In the event there are any outstanding obligations at the time of filling the final voucher required by paragraph

XIX below, a subsequent accounting pertaining thereto will be made in the same manner as required by said paragraph.

Contractor will make prompt adjustment with USAID of any claim for reimbursement for sums that have been improperly paid.

Contractor will promptly notify USAID of the making or payment of any reimbursement adjustment by GOB.

XIX. DOCUMENTATION REQUIREMENTS

A. REVOLVING FUND

Contractor will submit to the Controller of USAID Voucher Form SF-1034 (original) and SF-1034(A) (three copies), properly executed, requesting advance of funds in the agreed upon amount required to establish a working fund. (See Article I.C.1. of the Letter of Commitment)

B. REPLENISHMENT VOUCHERS

Contractor will submit to the Controller of USAID, Voucher Form SF-1034 (original) and SF-1034(A) (three copies), properly executed, in the amount of expenditures made during the period covered.

C. FINAL VOUCHER

Voucher Form SF-1034 (original) and SF-1034(A) three copies, properly executed, marked "NO PAY" and "FINAL VOUCHER" to be submitted to the Controller of USAID within one hundred and twenty (120) days following the end of the quarter in which services were completed or terminated and supported by:

1. Original and two copies of a certified fiscal report

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rendered by the Contractor as in A.1 and 2 (Article XVII).

2. Vendor's invoices as in A.3 (Article XVII).
3. Supplier's Certificate as in A.4 (Article XVII).
4. Refund check as prescribed by paragraph XVIII for the balance of funds remaining on hand and not obligated by the Contractor.
5. Cooperating Government certification as indicated in A.5 (Article XVII).

XX. ACCOUNTING RECORDS

Contractor shall keep full and complete records and books of account, in accordance with generally accepted accounting principles, covering the financial details applicable to the contract and shall require all sub-contractors, except those providing standard commercial services and supplies and raw materials, to maintain similar books and records. A.I.D. and the Controller General of the United States or any of their duly authorized representatives shall, until the expiration of three years after final payment under the contract, have access to and the right at all times to examine such records and books of account (and in addition any or all other attachments, correspondence, memoranda, and other reports pertaining to the contract) of the Contractor involving transactions relating to this Letter.

XXI. SERVICES PROVIDED TO CONTRACTOR

In the event the United States Government or GOB has

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furnished the Contractor free of charge with items or services which are covered herein as allowable costs, reimbursement may not be claimed for such item or services.

XXII. CONFLICT OF INTEREST

Other than work to be performed under this Letter for which an employee is assigned by Contractor, no staff member of Contractor shall engage, directly or indirectly, either in his own name or in the name or through the agency of another person, in any business, profession or occupation in the Cooperating Country or other foreign countries to which he is assigned, nor shall he make loans or investments to or in any business, profession or occupation in the Cooperating Country or other foreign countries to which he is assigned.

XXIII. DISPUTES

- A. Except as otherwise provided in this Letter, any dispute concerning a question of fact arising under this Letter which is not disposed of by agreement shall be decided by USAID, who shall reduce such decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of USAID shall be final and conclusive unless within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to USAID a written appeal addressed to the Director, USAID, Rio de Janeiro. The decision of the Director or his duly authorized representative for the determination of such appeals, shall

be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the decision.

- B. This "Disputes" clause does not preclude consideration of law questions in connection with decision provided for in paragraph A above; provided that nothing in this Contract shall be construed as making final the decision of any administrative official representative, or board on a question of law.

XXIV. TERMINATION

- A. The financing provided under this Letter may be terminated, in whole or in part from time to time, by USAID whenever for any reason the USAID shall determine that such termination is in the best interest of the Government. Termination of such financing hereunder shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which such financing is terminated under this

Letter and the extent to which the performance of work under the Contract is terminated.

- B. 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 (1) 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 (11) 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.

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- C. 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 AID 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.
- D. Any determination of costs under paragraph C shall be governed by the cost principles set forth in Part 15, Subpart 3, of the AID Procurement Regulation as in effect on the date of this Letter.
- E. Subject to the provisions of paragraph C above, and subject to any review by AID Regulations in effect as of the date of execution of this Letter, 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

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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 paragraph XXVI, 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 Letter and the Contractor shall be paid the agreed amount.

- F. 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 Letter, 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.
- G. 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 item which, if the contract had been completed, would have been required to be furnished to the Government, including: (1) completed or partially completed plans, drawings, and informations; and (11) 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 Letter or shall otherwise be credited to the price or cost of work covered by this Letter 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.

- H. Any disputes as to questions of fact which may arise hereunder shall be subject to the "Disputes" clause of

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this Letter of Commitment.

XXV. MATERIAL CHANGES IN CONDITIONS

If the Contractor advises the Contracting Officer of a material change in the conditions which substantially interferes with or impedes the performance of the contract in accordance with its terms or with sound professional standards, the parties will mutually consider appropriate action to be taken, which might include, but is not limited to, modification of the contract or its termination in whole or part pursuant to the clause of the contract entitled "Termination for the Convenience of the Government". Failure of the parties to agree on the existence of such circumstances and consequent refusal of the Government to terminate after receipt of a specific written request to do so will be a dispute concerning a question of fact within the meaning of the clause of the contract entitled "Disputes".

XXVI. SALARY ADJUSTMENTS ON TERMINATION

In the event Contractor's services are terminated by USAID pursuant to paragraph XXIV or in the event that an employee's services are terminated by the Contractor at the request of USAID 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

provided that such staff members 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 letter would have expired but for termination, whichever is earlier. Contractor agrees to exert its best efforts to minimize costs under this provision.

XXVII. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Letter and the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty USAID shall have the right to terminate its financing of this Letter and the Contract without liability or in its discretion to deduct from the dollar costs or fee or both payable hereunder the full amount of such commission, percentage, brokerage, or contingent fee.

XXVIII. OFFICIALS NOT TO BENEFIT

No member of or delegate to the United States Congress, or

resident United States Commissioner, shall be admitted to any share or part of this Letter and the contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Letter and the contract if made with a corporation for its general benefits;

XXIX. GRATUITIES

- A. USAID may, by written notice to the Contractor, terminate its financing of the contract if it is found, after notice and hearing by the Administrator of A.I.D. or his duly authorized representative, that gratuities (in the form of gifts, entertainment, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the U.S. Government with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract; provided, that the existence of the facts upon which the Administrator of A.I.D. or his duly authorized representatives make such findings shall be in issue and may be reviewed in any competent court.
- B. In the event USAID financing of the contract is terminated as provided in paragraph A hereof, USAID shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of this Letter or the

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contract by the Contractor. The rights and remedies of USAID provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Letter and the contract.

XXX. COPELAND (ANTI-KICKBACK) ACT - NON-REBATE OF WAGES

The regulations of the Secretary of Labor applicable to Contractors and subcontractors (29 CFR, Part 3) made pursuant to the Copeland Act as amended (40 USC 276c) and to aid in the enforcement of the Anti-Kickback Act (18 USC 874) are made a part of this Letter by reference. The Contractor will comply with these regulations and any amendments or modifications thereof and the Contractor will be responsible for the submission of statements required of subcontractors thereunder. The foregoing shall apply except as the Secretary of Labor specifically provides for reasonable limitations, variations, tolerances, and exemptions. The provisions of this clause are not applicable to work to be performed in a foreign country. They are applicable to Contractor's employees who perform services within the Continental United States, if any, under the contract.

XXXI. COSTS INCLUDED IN CONTRACT PRICE

The Contractor affirms that the contract price or prices cited, in the contract, including the prices in any subcontracts under the contract, do not include any charge, tax duty, levy or expense from which the Contractor or its employees are relieved under the provisions of the contract. To the extent

that any such charge, tax duty, levy or expense is actually paid by you or your employees, reimbursement therefor will not be financed, directly or indirectly by USAID.

XXXII. CONSENTS, APPROVALS, NOTICES, REPORTS

Whenever the contract or this Letter calls for action in regard to, consent to, or approval of any action of Contractor by the Government or any officer thereof, such action, consent, or approval shall also be requested of USAID by Contractor.

Where the Contract or this Letter requires notice or a report by the Contractor to GOB or any officer thereof, such notice or report shall also be made to USAID. Whenever this Letter or the contract calls for an approval to be given by USAID, such approval will be binding on USAID only if signed by the Director or Acting Director of USAID, or by an official of USAID designated in writing by the Director or Acting Director of USAID to act in his behalf in respect to the contract or this Letter or the specific matter involved.

XXXIII. CONVICT LABOR

To the extent that work under this contract is performed in the United States, the Contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor.

XXXIV. NOTICES

Any notice given by any of the parties hereunder, shall be sufficient only if in writing and delivered in person or sent by telegraph, or cable or registered mail as follows:

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To USAID: Director
USAID/Rio de Janeiro/HRO
APO
New York, N.Y. 09676

To Contractor: At Contractor's address shown in the opening paragraph of this Letter

**To Cooperating
Government :**

Or to such other address as either of such parties shall designate by notice given as herein required. Notices hereunder shall be effective when delivered.

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APPENDIX B - LETTER OF COMMITMENT

Date; OCT 13, 1969

B U D G E TADMINISTRATIVE

	<u>1st year</u> <u>(12 mos)</u>	<u>2nd year</u> <u>(8 mos)</u>	<u>T O T A L</u>
1. <u>Personal Services</u>			
1 Project Coordinator at 20,000			
1 Secretary at 7,500	27,500.00	18,334.40	45,834.40
2. <u>Fringe Benefits at 11%</u>	3,025.00	2,017.00	5,042.00
3. <u>Travel Expenses</u>			
<u>Domestic</u>			
Project Coordinator (2 trips) 700			
Committee (2 trips x 5 x 240) 2,400			
Per diem for fellows (annual mtg) <u>200</u>	3,300.00	3,300.00	6,600.00
<u>International</u>			
Project Coordinator (2 trips x 800) 1,600			
Committee (2 trips x 3 x 800) 12,800			
Annual Mtg. for fellows (5 trips x 800) <u>4,000</u>	18,400.00	18,400.00	36,800.00
4. <u>Printing and Duplicating</u>	-	12,500.00	12,500.00
5. <u>Communications and Shipping</u>	750.00	750.00	1,500.00
			<u>108,276.40</u>

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	<u>1st year</u> <u>(12 mos)</u>	<u>2nd year</u> <u>(8 mos)</u>	<u>T O T A L</u>
			108,276.40
6. <u>Materials and Services</u>	750.00	750.00	1,500.00
7. <u>Insurance</u>	950.00	1,900.00	2,850.00
<u>TO AND ON BEHALF OF FELLOWS</u>			
1. Stipends	47,500.00	63,400.00	110,900.00
2. Travel (maximum of 3 dependent	13,860.00	25,000.00	38,860.00
3. Tuition and Fees for Participants	-	32,000.00	32,000.00
<u>PROVISIONAL OVERHEAD RATE</u>	22,204.25	26,302.99	48,507.24
(Note: 35% on the Administrative costs and 5% on "To and on behalf of fellows").			<u>342,893.64</u>

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TASK ORDER

1. Task Order No. 3	2. Basic Contract No. AID/esd-1122	3. Task Order Effective From: 2/1/68 To: 7/31/68	4. Task Order Amount \$87,264
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5. Contractor (Name and Address): National Academy of Sciences Washington, D. C. 20419	6. Issued By: Contracts Division Bureau for Latin America Agency for International Development Washington, D. C. 20523
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7. (a) PIO/T Nos. 512-263-3-80259 -

(b) Appropriation No. 72-1181010

(c) Allotment Symbol 895-50-512-00-69-81

8. The United States of America, represented by the Contracting Officer executing this task order, 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 task order shall be subject to and governed by the schedule and the terms and conditions of the basic contract.

9. This Task Order is entered into pursuant to the authority of the Foreign Assistance Act of 1961, as amended, and Executive Order No. 11223.

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

11. Contractor NATIONAL ACADEMY OF SCIENCES

BY *F. Seitz*
(Signature)

NAME F. Seitz
(Print)

TITLE President

DATE February 26, 1968

12. United States of America
Agency for International
Development

BY *D. Chiddo*
(Signature)

NAME D. CHIDDO
(Print)

TITLE Contracting Officer

DATE FEB 29 1968

CERTIFIED TRUE COPY

SIGNED *J. Thompson* DATE 26 MAR 1968

EFFECTIVE DATE 2-1-68

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SCHEDULE

ARTICLE I -- STATEMENT OF WORK

A. Objective

The objective of this Task Order is to have the Contractor bring together qualified U.S. and Brazilian scientists to deal with scientific organizational affairs and with technical development problems.

B. Scope of Work

The Contractor shall organize and conduct study groups in the U.S. and Brazil dealing with Industrial Research; Norms, Standards, and testing; Agricultural Economics; and Agricultural Research. The Contractor will furnish staff within the financial limitations expressed herein to provide technical and administrative support to the program as well as U.S. scientists and engineers on a voluntary services basis. The study groups shall be organized and conducted in accordance with the Program Agreement between USAID/Brazil and the Brazil National Research Council (CNPq) which states that costs shall be shared as follows:

U.S. share of costs - International travel for U.S. scientists and engineers and ~~U.S. travel~~ and per diem for Brazilians and U.S. scientists and engineers. *shw*

Brazil share of costs International and cooperating country travel for Brazilians and cooperating country travel and per diem for U.S. scientists and engineers.

ARTICLE II -- PERSONNEL

The Contractor shall provide the following personnel to serve hereunder:

<u>No.</u>	<u>Description</u>	<u>Period</u>
1	Professional Advisor	18 months
1	Secretary	18 months

(The above personnel are to serve approximately 85% of the working time during the 18 month period of services.)

ARTICLE III - ESTIMATES AND LIMITATION ON FUNDS

A. The estimated cost of the work and services under this Task Order is \$87,264.

B. There is presently obligated for commitment under this Task Order the amount of U.S. dollars \$87,264 (hereinafter called "obligated funds") which may be utilized for U.S. dollar costs set forth in Article IV below. Additional U.S. dollar sums may be allocated to this Task Order 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 U.S. dollar payments to the Contractor hereunder shall in no event exceed the obligated funds so allocated to this Task Order in accordance with the foregoing provisions.

C. Time of Completion

The time of completion of work and services hereunder is July 31, 1969.

ARTICLE IV - DIRECT U.S. DOLLAR COSTS REIMBURSABLE

Reimbursement will be made for the work and services performed hereunder on an actual direct cost basis, pursuant to the provisions of the Contract and Appendix A thereof, and within the limitations of Appendix A - Approved Budget, attached hereto and made a part hereof.

ARTICLE V - INDIRECT U.S. DOLLAR COSTS

Payments to the Contractor for indirect costs (overhead) will be made in accordance with the provisions set forth in Appendix A to the Contract.

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ARTICLE VI - SPECIAL PROVISIONS

A. Approved Budget - Budget No. 1 attached hereto as Appendix A, is incorporated herein and made a part of this Task Order.

B. The provisions of the Contract AID/csd-1122, as amended, is incorporated in and made a part of this Task Order No. 3.

Appendix A - Approved Budget

1. Salaries	\$29,325
2. Travel and Transportation	22,350
3. Allowances	10,000
4. Other Direct Costs	6,500
5. Overhead	<u>19,089</u>
TOTAL	<u>\$87,264</u>

Special Provisions

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

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1. (a) Task Order No: 3 (b) Amendment No: 1 (Brazil)	2. Effective Date: 2/1/68	3. Contract No: AID/csd-1122	Effective Date: 2/1/68
5. Contractor (Name and Address): National Academy of Sciences 2101 Constitution Avenue, N.W. Washington, D. C.		6. Administered by: USAID/ <u>Brazil</u> AID/W	
7. (a) PIO/T No: (b) Appropriation No: N/A (c) Allotment Symbol:		8. Previous PIO/Ts: 512-263.8-3-80259	

9. The above numbered Task Order is hereby modified as follows:
 1. Reference Block 3., Task Order Face Sheet: Delete "7/31/68" and insert "7/31/69" in lieu thereof.

10. This Task Order amendment is entered into pursuant to the authority of the Foreign Assistance Act of 1961, as amended, and Executive Order No. 11223. Except as herein provided, all terms and conditions of the Task Order referenced in block remain unchanged and in full force and effect. #1

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

12. Contractor NATIONAL ACADEMY OF SCIENCES BY <u>[Signature]</u> Name (Please Print) <u>F. S. [unclear]</u> Title <u>President</u> Date <u>April 6, 1968</u>	13. United States of America Agency for International Development (Latin America Bureau) BY <u>[Signature]</u> Name (Please Print) <u>D. CHIDDO</u> Title <u>Contracting Officer</u> Date <u>APR 11 1968</u>
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CERTIFIED TRUE COPY
 SIGNED [Signature] DATE 10 11 1968
 EFFECTIVE DATE 2-1-68

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1. Task Order No. 3 Amendment No. 2	2. Effective Date April 1, 1969	3. Contract No. AID/CSD 1122	4. Effective Date 2-1-68
5. CONTRACTOR (Name and Address) National Academy of Sciences 2101 Constitution Ave., N.W. Washington, D. C.		6. Administered by - USAID/ Brazil	
7. PIO/T No. 512-263-3-80259A-2 Appropriation No. 72-1181010 Allotment Symbol -895-50-512-00-69-81		8. Previous PIO/Ts - 512-263-3-80259A-1	

9. The above numbered Task Order is hereby modified as follows:
1. Reference Article I, B. Scope of Work -- Add the following new paragraph:

"In addition to the work performed as set forth in the above Scope of Work, and in conjunction with its Brazilian counterparts (CNPq), the Contractor shall convene a third U.S.-Brazilian Workshop on the Contribution of Science and Technology to Brazilian Development in Rio de Janeiro, April 7-11, 1969. Nine U.S. scientists and two NAS staff members are authorized to travel to Rio de Janeiro to participate in the workshop."

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

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

12. CONTRACTOR	UNITED STATES OF AMERICA AGENCY FOR INTERNATIONAL DEVELOPMENT
By: NATIONAL ACADEMY OF SCIENCES <u>F. S. C.</u> (Name typed or printed)	By: <u>D. Chiddo</u> D. Chiddo (Name typed or printed)
Title <u>President</u>	Title <u>Contracting Officer</u>
Date <u>March 28, 1969</u>	Date <u>4-1-69</u>
CERTIFIED TRUE COPY	
SIGNED <u>Richard Sullivan</u> DATE <u>4-2-69</u>	
EFFECTIVE DATE <u>4-1-69</u>	

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CERTIFIED TRUE COPY

NAME A. Luciani DATE 7/10/69 MODIFICATION OF CONTRACT

EFFECTIVE DATE August 1, 1969

1. Task Order No. 3 Amendment No. 3	2. Effective Date August 1, 1969	3. Contract No. AID/csd-1122	4. Effective Date February 1, 1968
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5. CONTRACTOR (Name and Address) National Academy of Sciences 2101 Constitution Ave., N.W. Washington, D. C.	6. Administered by - USAID/Brazil
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7. PIO/T No. 512-263-3-80259 A-2 Appropriation No. 72-1181010 Allotment Symbol - 895-50-517-00-69-81	8. Previous PIO/Ts - 512-263-3-80259 A-1
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9. The above numbered Task Order or Contract is hereby modified as follows:

1. Reference Article I Statement of Work, B. Scope of Work - Delete in its entirety and insert the following in lieu thereof:

"B. Scope of Work

The contractor shall organize and conduct study groups in the United States and Brazil dealing with Industrial Research, Agricultural Research and Agricultural Economics. Additionally, the contractor shall organize and conduct a study group in the United States and Brazil relating to Research in Chemistry and three study groups in topics which are to be determined mutually by the Brazilian National Research Center (Centro Nacional de Pesquisas), USAID/Brazil and the National Academy of Sciences. These topics may include such areas as Earth Sciences, Transportation and Computer Sciences, but only upon the unanimous agreement of the parties named above. The contractor will furnish staff to provide technical and administrative support to the program as well as U.S. scientists and engineers on a voluntary basis."

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

11. "

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

12. CONTRACTOR; NATIONAL ACADEMY OF SCIENCES	UNITED STATES OF AMERICA AGENCY FOR INTERNATIONAL DEVELOPMENT
--	--

BY: Merle A. Tuve
 Merle A. Tuve
 (Name typed or printed)

BY: D. Chiddo
 D. Chiddo
 (Name typed or printed)

Title Home Secretary

Title Contracting Officer

Date June 26, 1969

Date 6-26-69

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2. Reference Article II Personnel - Delete in its entirety and insert the following in lieu thereof:

"Article II - Personnel

The following positions are authorized during the period July 1, 1969 to June 30, 1970:

<u>No of Position</u>	<u>Specialized Field</u>	<u>Man-Months</u>
1	Professional Advisory	17.5
1	Secretarial	8.5 "

3. Reference Article III - Estimate and Limitations on Funds - Delete in its entirety and insert the following in lieu thereof:

"Article III - Estimate and Limitation on Funds

A. The estimated cost of work and services under this Task Order is \$180,832.

B. A.I.D.'s obligation for U.S. Dollar Payments hereunder shall in no event exceed \$180,832 without the written authorization of the Contracting Officer."

4. Reference Appendix A - Approved Budget - Delete in its entirety and substitute therefor the attached Appendix A - Approved Budget.

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Appendix A - Approved Budget
Inception Thru 6-30-70

1. Salaries	\$ 58,810
2. Travel and Transportation (Includes Per Diem)	62,036
3. Fringe Benefits	5,322
4. Other Direct Costs	7,782
5. Overhead	46,882
	<hr/>
TOTAL	<u>\$180,832</u>

Special Provisions

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

MODIFICATION OF CONTRACT -

1. Task Order No. 3 Amendment No. 4	2. Effective Date 6/30/70	3. Contract No. AID/csd-1122	4. Effective Date 2/1/68
5. CONTRACTOR (Name and Address) National Academy of Sciences 2101 Constitution Avenue, N.W. Washington, D. C. 20418		6. Administered by - USAID/Brazil	
7. PIO/T No. 512-263-3-80259 A-3 Appropriation No. 72-1191010 Allotment Symbol -995-50-512-00-69-03		8. Previous PIO/Ts - 512-263-3-80259 A-1 & A-2	

9. The above numbered Task Order is hereby modified as follows:

1. Reference Block 3.; Task Order Face Sheet: Delete "7/31/69" and in lieu thereof "9/30/70."

- CERTIFIED TRUE COPY

SIGNED *A. Luciani*

EFFECTIVE DATE 6/30/70

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

11.

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

12. CONTRACTOR
NATIONAL ACADEMY OF SCIENCES

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

By: *P. Handler*

By: *D. Chiddo*

P. Handler
(Name typed or printed)

D. Chiddo
(Name typed or printed)

Title President

Title Contracting Officer

Date 7/10/70

Date 7-14-70

al

CERTIFIED TRUE COPY

SIGNED A. Luciano

MODIFICATION OF CONTRACT

PAGE 1 of 3

EFFECTIVE Date Oct. 1, 1970

1. Task Order No. <u>3</u> Amendment No. <u>5</u>	2. Effective Date <u>October 1, 1970</u>	3. Contract No. <u>AID/csd-1122</u>	4. Effective Date <u>February 1, 1968</u>
5. CONTRACTOR (Name and Address) <u>National Academy of Sciences 2101 Constitution Avenue, N.W. Washington, D. C. 20418</u>		6. Administered by - <u>USAID/ Brazil</u>	
7. PIO/T No. <u>512-263-3-00433</u> <u>Appropriation No. 72-1101010</u> <u>Allotment Symbol - 095-50-512-00-69-01</u>		8. Previous PIO/Ts - <u>512-263-3-80259 A-3</u>	

9. The above numbered Task Order is hereby modified as follows:

1. Reference Article I - Statement of Work, B. Scope of Work - Add the following:
 "Also the Contractor will convene a workshop on Science and Technology in Development at Stanford University, Palo Alto, California in early 1971 in order to evaluate the activities of NAS/CNPq during the past eighteen months and to make specific recommendations to A.I.D. covering proposed programs for the next two years and establish priorities of joint activity in science policy and planning for development.

Additionally, the Contractor will provide for a short-term visit to the United States of a three member team of A.I.D. approved Brazilians to participate in research activities with a U.S. Transportation Study

(continued page 2)

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

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

12. CONTRACTOR
 NATIONAL ACADEMY OF SCIENCES
 By: *P. Handler*
P. Handler
 (Name typed or printed)

UNITED STATES OF AMERICA
 AGENCY FOR INTERNATIONAL DEVELOPMENT
 By: *D. Chiddo*
D. Chiddo
 (Name typed or printed)

Title President

Title Contracting Officer

Date November 24, 1970

Date 11-30-70

Group which is to produce a set of recommendations for implementation by the CNPq and the GOB."

- 2. Reference Article II - Personnel - Delete in its entirety and insert the following in lieu thereof:

"Article II - Personnel

The following positions are authorized for the period 10/1/70 to 3/31/71:

<u>No. of Position</u>	<u>Specialized Field</u>	<u>Man-Months</u>
1	Professional Advisory	5
1	Secretarial	4"

- 3. Reference Article III - Estimate and Limitation on Funds; A. and B. - Delete "\$180,832" and insert in lieu thereof "\$230,510".
- 4. Reference Appendix A - Approved Budget - Delete in its entirety and substitute therefor the attached Appendix A - Approved Budget.

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APPENDIX A - APPROVED BUDGET
Inception thru 3/31/71

Line Item

1. Salaries	\$ 68,543
2. Travel and Transportation (includes Per Diem)	81,318
3. Fringe Benefits	6,707
4. Other Direct Costs	14,518
5. Overhead	59,424
TOTAL	<u>\$230,510</u>

SPECIAL PROVISIONS

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

SIGNED [Signature]

MODIFICATION OF CONTRACT

EFFECTIVE DATE 4/1/71

1. Task Order No. 3 Amendment No. 6	2. Effective Date April 1, 1971	3. Contract No. AID/csd-1122	4. Effective Date February 1, 1968
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5. CONTRACTOR (Name and Address) National Academy of Sciences 2101 Constitution Avenue, N.W. Washington, D. C. 20418	6. Administered by - USAID/Brazil
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7. PIO/T No. 512-263.8-00433 - A-1 Appropriation No. 72-1101010 Allotment Symbol - 095-50-512-00-69-13	8. Previous PIO/Ts - 512-263-3-80259, A-3
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9. The above numbered Task Order is hereby modified as follows:

- 1. Reference Article I - Statement of Work, B. Scope of Work -
Delete the addition as contained in Amendment No. 5 to Task Order No. 3,
and substitute the following in lieu thereof:

"Also the Contractor will convene a workshop on Science and Technology in Development at Washington, D. C. in mid 1971 in order to evaluate the activities of NAS/CNPq during the past eighteen months, and to make specific recommendations to A.I.D. covering proposed programs for the next two years and establish priorities of joint activity in science policy and planning for development.

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

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

12. CONTRACTOR
NATIONAL ACADEMY OF SCIENCES
By: [Signature]
P. Handler
(Name typed or printed)
Title President
Date May 12, 1971

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT
By: [Signature]
R. E. Shaughnessy
(Name typed or printed)
Title Contracting Officer
Date MAY 14 1971

101

Additionally, the Contractor will provide for a short-term visit to the United States a three member team of A.I.D. approved Brazilians to participate in research activities with either ~~on industrial research activities~~ with either an industrial research study group, the computer sciences study group or the earth sciences study group which is to produce a set of recommendations for implementation of CNPq and the GOB. The actual decision as to the study group will be based upon discussions and recommendations of the workshop, tentatively scheduled for the middle of year 1971."

2. Reference Article II - Personnel - Delete in its entirety and insert the following in lieu thereof:

"Article II - Personnel

The following positions are authorized for the period 10/1/70 to 9/30/71:

<u>No. of Positions</u>	<u>Specialized Field</u>	<u>Man-Months</u>
1	Professional Advisory	11
1	Secretarial	10"



Department of State

A. C. J.
TELEGRAM
J. R. P.

UNCLASSIFIED 648

PAGE 01 RIO DE 02161 302021Z

81
ACTION AID-45

INFO OCT-01 SCI-01 /047 W

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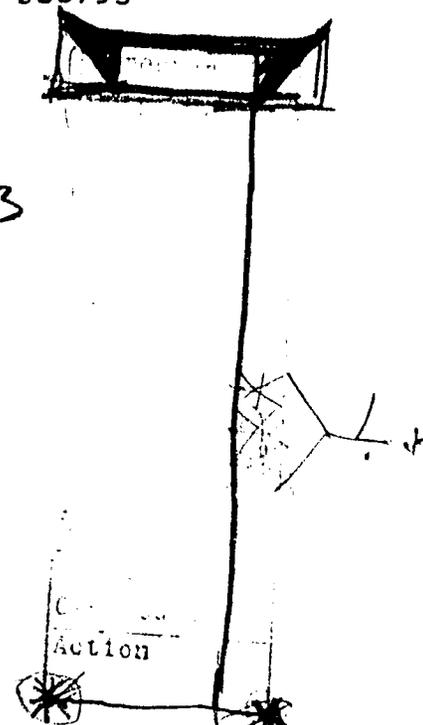
UNCLAS RIO DE JANEIRO 2161

AIDAC

SUBJECT: CONTRACT AID/CSD-1122
NATIONAL ACADEMY OF SCIENCES
PROJECT NO. 512-11-690-263.8

00433

MISSION RECEIVED TELECON FROM COPELAND
NAS INQUIRING STATUS EXTENSION TASK
ORDER TO SEPTEMBER 30. EXTENSION COVERED
AMENDMENT 1 PID/T 00435, DATED JANUARY 4,
1971. AID/W FEBRUARY 26, 1971 CONTRACT
IMPLEMENTATION REPORT STATES AMENDMENT
"IN PROCESS". REQUEST AID/W ADVISE
COPELAND CURRENT STATUS AMENDMENT.
ROUNTREE



9:45 AM
Report
Mr. [unclear]
has awaiting a
proposal of 8 Jan 71

UNCLASSIFIED

103-

SIGNED [Signature]

MODIFICATION OF CONTRACT

EFFECTIVE DATE 8/17/71

1. Task Order No. 3 Amendment No. 7	2. Effective Date August 17, 1971	3. Contract No. AID/csd-1122	4. Effective Date February 1, 1968
5. CONTRACTOR (Name and Address) National Academy of Sciences 2101 Constitution Avenue, N.W. Washington, D. C. 20418		6. Administered by - USAID/Brazil	
7. PIO/T No. 512-263.8-3-00433, A-2 Appropriation No. 72-1101010 Allotment Symbol - 095-50-512-00-69-13		8. Previous PIO/Ts - 512-263-80259, A-3 512-263.8-3-00433, A-1	

9. The above numbered Task Order is hereby modified as follows:

1. Reference Article I - Statement of Work - B. Scope of Work -

Delete the addition as contained in Amendment No. 6 and substitute the following:

"Also the Contractor will convene a workshop on Science and Technology in Development At Washington, D. C. in late 1971 in order to evaluate the activities of NAS/CNPq during the past twenty-four months, and to make specific recommendations to A.I.D. covering proposed programs for the next two years and establish priorities off joint activity in science policy and planning for development.

(continued page 2)

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

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

12. CONTRACTOR
NATIONAL ACADEMY OF SCIENCES

By: [Signature]

P. Handler
(Name typed or printed)

Title President

Date August 26, 1971

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

By: [Signature]

R. E. Shaughnessy
(Name typed or printed)

Title Contracting Officer

Date 8-10-71

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Additionally, the Contractor will provide for a short-term visit to the United States a three member team of A.I.D. approved Brazilians to participate in research activities with either an industrial research study group, the computer sciences study group or the earth sciences study group which is to produce a set of recommendations for implementation of CNPq and the GOB. The actual decision as to the study group will be based upon discussions and recommendations of the workshop, tentatively scheduled for the latter part of the year 1971."

- 2. Reference Article II - Personnel - Delete in its entirety and insert the following in lieu thereof:

"Article II - Personnel

The following positions are authorized for the period 10/1/70 to 12/31/71:

<u>No. of Positions</u>	<u>Specialized Field</u>	<u>Man-Months</u>
1	Professional Advisory	11
1	Secretarial	10"

- 3. Reference Block 3, Task Order Face Sheet: Delete "9/30/70" and insert in lieu thereof "12/31/71".

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SIGNED [Signature]

MODIFICATION OF TASK ORDER

EFFECTIVE DATE 1/1/72

1. Task Order No. <u>3</u> Amendment No. <u>8</u>	2. Effective Date <u>January 1, 1972</u>	3. Contract No. <u>AID/csd-1122</u>	4. Effective Date
5. CONTRACTOR (Name and Address) <u>National Academy of Sciences 2101 Constitution Ave., N.W. Washington, D. C. 20418</u>		6. Administered by - <u>USAID/ Brazil</u>	
7. FIO/T No. <u>512-300.8-3-00433 - A-3</u> <u>Appropriation No. 72-1111010</u> <u>Allotment Symbol - 195-50-512-00-69-23</u>		8. Previous FIO/Ts - <u>512-263-80259, A-3</u> <u>512-263.8-3-00043, A-2</u>	

9. The above numbered Task Order is hereby modified as follows:
1. Block 3, Task Order Face Sheet: Delete the date "12/31/71" and in lieu thereof insert "9/30/72".
 2. Article I - Statement of Work - Delete in its entirety and in lieu thereof insert the following:
"ARTICLE I - STATEMENT OF WORK
A. Objective
The objective of this Task Order extension is to enable Contractor and the Brazilian National Research Council to continue joint activities in determining Brazil's priority needs in science and technology, and to

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

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

12. CONTRACTOR <u>NATIONAL ACADEMY OF SCIENCES</u> By: <u>[Signature]</u> <u>P. Handler</u> (Name typed or printed) Title <u>President</u> Date <u>March 5, 1972</u>	UNITED STATES OF AMERICA AGENCY FOR INTERNATIONAL DEVELOPMENT By: <u>[Signature]</u> <u>D. Chiddo</u> (Name typed or printed) Title <u>Contracting Officer</u> Date <u>April 5, 1972</u>
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begin implementing the recommendations of the Fourth Workshop on the Contribution of Science and Technology to Development held in Washington, D. C. from November 1-6, 1971.

B. Scope of Work

Consistent with the recommendations of the Fourth Brazil-U.S. Workshop, Contractor shall organize and conduct several of the following activities, according to priorities jointly determined by Contractor and the Brazilian National Research Council:

1. Visit of a U.S. specialist to Brazil concerning the agricultural economics education research project.
2. Industrial research study group meeting in Brazil, specifically concerned with iron and steel technology.
3. Computer sciences study group meeting in Brazil.
4. Approximately one man-month of consultation in Brazil by a U.S. specialist in the geosciences.
5. A meeting of the U.S. Brazilian Continuing Committee on Science and Technology.

3. Article II - Personnel - Delete in its entirety and in lieu thereof insert the following:

"ARTICLE II - PERSONNEL

The following positions are authorized for the period 1/1/72 to 9/30/72:

No. of Positions	Specialized Field	Man-Months of Service
1 or 2	Professional Advisory	2
1	Secretarial	2

In addition Contractor is authorized to provide a consultant for approximately one-month to perform the service in subsection 4 of Article I. B.

4. Article III. C - Time of Completion - Delete the date "12/31/71" and in lieu thereof insert "9/30/72".

5. Article VI - Special Provisions - Add the following subsection C:

"C. Contractor shall submit the following reports:

1. A semi-annual report in 10 copies to USAID covering:
 - a. activities and accomplishments
 - b. projected plans for the ensuing period.
 - c. analysis of problems encountered
 - d. copies of major study-group reports completed (unless already distributed to USAID at time of publication).

2. A final report in 30 copies to USAID and 3 copies to AID/Washington covering:
 - a. summary of the activities and accomplishments of the entire project.
 - b. An analysis of the problems (both administrative and substantive) encountered in developing the project and means for coping with them.
 - ~~c. An analysis of the state of Brazilian Scientific Research and Technology applied to development and prospects for the future.~~
 - ~~d. A projected strategy for further stimulation of scientific research and technology applied to development in Brazil with recommendations for implementation.~~
 - e. Copies of all major reports generated by the project not already submitted to USAID.

The final report shall be due within 45 days following termination of the Task Order and prior to final payment under the Task Order.

6. Appendix A - Approved Budget - Delete in its entirety and in lieu thereof insert the following:

APPENDIX A - APPROVED BUDGET
Inception through 9/30/72

<u>Line Item</u>	<u>Amount</u>
1. Salaries	\$ 74,935
2. Fringe Benefits	7,418
3. Travel & Transportation (including per diem)	76,962
4. Other Direct Costs	12,064
5. Overhead	<u>59,131</u>
TOTAL	<u>\$230,510</u>

SPECIAL PROVISIONS

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

CERTIFIED A TRUE COPY THIS
14th DAY OF February, 1973

BY D. M. Mason

MODIFICATION OF TASK ORDER

PAGE 1 of 1

1. Task Order No. 3 Amendment No. 9	2. Effective Date September 30, 1972	3. Contract No. AID/csd-1122	4. Effective Date February 1, 1968
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5. CONTRACTOR (Name and Address) National Academy of Sciences 2101 Constitution Ave., N.W. Washington, D.C. 20418	6. Administered by - USAID/ Brazil
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7. PIO/T No. 512-300.8-3-00433, A-3 Appropriation No. 72-1111010 Allotment Symbol - 195-50-512-00-69- 23 Brasilia 4933	8. Previous PIO/Ts - 512-263-80259, A-3 512-263.8-3-00433, A-2
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9. The above numbered Task Order is hereby modified as follows:
1. Block 3, Task Order Face Sheet - Delete the date "9/30/72" and in lieu thereof insert "6/30/73".
 2. Article III.C - Time of Completion - Delete the date "9/30/72" and in lieu thereof insert "6/30/73".
 3. Appendix A - Approved Budget - Delete the date "9/30/72" and in lieu thereof insert "6/30/73".

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

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

12. CONTRACTOR
NATIONAL ACADEMY OF SCIENCES
By: *Philip Handler*
Philip Handler
(Name typed or printed)
Title President
Date January 23, 1973

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT
By: *S. D. Heishman*
S. D. HEISHMAN
(Name typed or printed)
Title Contracting Officer
Date Jan 30, 1973

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