

Mrs. Bode

25 SEP 1974

MEMORANDUM

September 24, 1974

TO : Distribution

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

SUBJECT: Contract No. AID/afr-837 between A.I.D. and
Boston University

This transmits one copy of a Negotiated Indirect Cost Rate Agreement dated September 11, 1974. This Agreement is also Amendment No. 3 to the subject Contract.

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

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

DISTRIBUTION:

CM/SD/SUP, M. Bode
CM/SD/SUP, E. Amis
CM/SD/SUP, T.B. Tighe (2 copies)
SER/EM, F. McElroy
AG/AUD, W. Stanford (2 copies)

Contracting Officer, CM/ROD/AFR, Mr. N. A. Caticchio

Project Manager, AFR/NARA, Mr. G. Jespersen

USAID/_____

ORIGINAL

NEGOTIATED INDIRECT COST RATE AGREEMENT

Date: September 11, 1974

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

REFERENCE : DHEW Negotiation Agreement dated June 28, 1974

INSTITUTION : Boston University
or
881 Commonwealth Avenue
OTHER Boston, Massachusetts 02215

PART I - NEGOTIATED INDIRECT COST RATES:

<u>Type</u>	<u>Effective Period</u>		<u>Research and Regional Medical Program (%)</u>	
	<u>From</u>	<u>Thru</u>	<u>On-Campus</u>	<u>Off-Campus</u>
*Predetermined	7-1-71	2-28-73	62.74	33.50

*Predetermined fixed overhead rate with carry forward provisions.

Base of Application:

Direct salaries and wages including vacation, holiday and sick pay, but excluding other fringe benefits.

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

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

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PART II - ITEMS NORMALLY TREATED AS DIRECT COSTS:

1. Salaries and wages including vacation, holiday and sick leave pay.
2. Overtime premium.
3. Consultant costs.
4. Employee fringe benefits related to direct salaries and wages.
5. Material, supplies, and equipment.
6. Communication costs such as long distance telephone calls, mailing, cablegrams, etc.
7. Travel Expenses.
8. Freight Charges.
9. Other costs as approved by the Contracting Officer

PART III - SPECIAL TERMS AND CONDITIONS:

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

<u>Contract No.</u>	<u>Amendment No.</u>	<u>PIO/ T No.</u>
AID/afr-837	3	698-913-3-6123094

ACCEPTED:

BY *Charles W. Smith*

Charles W. Smith

PRINTED OR TYPED NAME

Vice President for Finance

TITLE

September 16, 1974

DATE

Francis J. Moncada

Francis J. Moncada

CONTRACTING OFFICER
Overhead and Special Cost
Branch

Contract Support Division
Office of Contract Management
Agency for International Development

DISTRIBUTION:

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X AG/AUD
X CM/SD/SUP
X SER/FM/RSD
X AFR/NARA

ORIGINAL DBP

8 JUL 1974

MEMORANDUM

July 5, 1974

TO : Distribution

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

SUBJECT: Contract No. AID/afr-837 between A.I.D. and
the Boston University

This transmits one copy of a Negotiated Indirect Cost Rate Agreement dated June 25, 1974. This Agreement is also Amendment No. 2 to the subject Contract.

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

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

DISTRIBUTION:

CM/SD/SUP, M. Bode
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 AG/AUD, W. Stanford (2 copies)

Contracting Officer, CM/ ROD/AFR, Mr. N. A. Caticchio

Project Manager, AFR/NARA, Mr. G. Jespersen

USAID/ _____

ORIGINAL

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

NEGOTIATED INDIRECT COST RATE AGREEMENT

Date: June 25, 1974

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

REFERENCE : DHEW Negotiation Agreement dated May 24, 1974

INSTITUTION : Boston University
or
881 Commonwealth Avenue
OTHER Boston, Massachusetts 02215

PART I - NEGOTIATED INDIRECT COST RATES:

<u>Type</u>	<u>Effective Period</u>		<u>Research and</u> <u>Regional Medical Program (%)</u>	
	<u>From</u>	<u>Thru</u>	<u>On-Campus</u>	<u>Off-Campus</u>
Final	7-1-70	6-30-71	62.74	33.50
Provisional	7-1-71	Until Amended	62.74	33.50

Base of Application:

Direct salaries and wages including vacation, holiday and sick pay, but excluding other fringe benefits.

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

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

(OVER)

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G. Jespersen - 11/72/1
N.A.P.R.
S. Walker

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

ORIGINAL

The Trustees of Boston University
881 Commonwealth Avenue
Boston, Massachusetts, 02215

SUBJECT: Amendment No. 1 to Contract AID/afr-837

Gentlemen:

Pursuant to the Foreign Assistance Act of 1961 as amended, and Executive Order 11223, subject Contract is hereby amended effective December 31, 1972 as follows:

ARTICLE IV - TERM is amended by changing the expiration date from "December 31, 1972" to "February 28, 1973".

APPENDIX C - APPROVED BUDGET is amended by changing the final date for the Firm Budget and the Total Budget periods from "To: 12/31/72" to "To: 2/28/73".

It is understood that there is no increase in the total estimated cost of this Contract (\$410,347), notwithstanding the fact that the term is being extended to expire on February 28, 1973.

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

THE TRUSTEES OF BOSTON UNIVERSITY

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

By *Charles W. Smith*

By *N.A. Caticchio*

TYPED OR
PRINTED NAME Charles W. Smith

TYPED OR
PRINTED NAME N.A. Caticchio

TITLE Vice-President, Finance

TITLE Contracting Officer

DATE _____

DATE JAN 30 1973

27 APR 1972

Contract No. AID/afr-837

J. C. ARSON - AFR/TAC
A. Mc Nair

CONTRACT BETWEEN THE
UNITED STATES OF AMERICA

AND

THE TRUSTEES OF BOSTON UNIVERSITY

PIO/T 698-913-3-6100036-A-1 (\$ 2,614)
PIO/T 698-913-3-6113092 (\$16,516)
PIO/T 698-913-3-6123094 (\$ 2,145)

THIS CONTRACT is made and entered into between the Government of the United States of America, represented by the Agency for International Development (hereinafter referred to as "A.I.D."), and the Trustees of Boston University (hereinafter referred to as the "Contractor"), an educational institution chartered by the State of Massachusetts, with its principal office in the City of Boston, Massachusetts.

WHEREAS, the Contractor is willing and able to render the required services requested by the Office of Technical Assistance Coordination, Bureau for Africa (hereinafter referred to as "AFR/TAC"), A.I.D., Department of State.

WHEREAS, this contract has been negotiated pursuant to the Foreign Assistance Act of 1961, as amended and Executive Order No. 11223.

WHEREAS, the parties hereto entered into a Basic Contract No. AID/afr-181, effective as of March 30, 1964 and Task Order No. 1, under that contract, effective as of April 1, 1964, and now desire to supersede both the

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Basic Contract as amended, and Task Order No. 1 as amended by this contract effective as of January 1, 1972.

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

ARTICLE I - SCOPE

The Contractor agrees to use its best efforts to render technical service and advice to AFR/TAC through publication of a bulletin of African bibliographic materials, as more specifically provided for in Appendix B, "Operational Plan" attached hereto and made a part hereof. The Contractor shall continue to develop in consultation with AFR/TAC, a detailed work plan to continue the project. The work plan will be subject to review and revision from time to time as considered necessary by AFR/TAC and the Contractor.

ARTICLE II - CONDITIONS GOVERNING OPERATIONS

A. It is understood that the services provided AFR/TAC are an integral part of the United States Technical Assistance Program and will be performed under the general policy guidance of AFR/TAC. The Contractor will be responsible for all professional and technical details of the contract and shall keep AFR/TAC currently informed of the progress of the project.

B. Activities under this contract shall be governed by the "Standard Provisions" set forth in Appendix A (May 1, 1965), the "Approved Budget" set forth in Appendix C, and the "Special Provisions" contained in Appendix D, all of which are attached and made a part hereof.

ARTICLE III - FINANCING

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

A. Total A.I.D. commitment under the superseded Task Order and this contract, subject to limitations expressed in Appendix C	\$410,347
B. Estimated additional financing which may be provided if funds are available	-0-
Total	<u>\$410,347</u>

ARTICLE IV - TERM

This contract shall be effective as of January 1, 1972 and the service to be rendered and the right to incur obligations hereunder shall continue until December 31, 1972 unless previously terminated in accordance with the provisions set forth in Appendix A.

IN WITNESS WHEREOF, the parties hereto have executed this contract.

THE TRUSTEES OF BOSTON UNIVERSITY

BY *Daniel J. Finn*

TYPED OR
PRINTED NAME Daniel J. Finn

TITLE Assistant Treasurer

DATE 4/13/72

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

BY *S. R. Nevin*

TYPED OR
PRINTED NAME S. R. Nevin

TITLE Contracting Officer
Bureau for Africa

DATE APR 19 1972

Appendix A

Standard Provisions of University Contract

I. DEFINITIONS

- A. "A. I. D." shall mean the Agency for International Development.
- B. "Contractor" shall mean the educational institution providing services hereunder.
- C. "Cooperating Country" shall mean the country receiving assistance from the United States and in which services are to be rendered under this contract.
- D. "Cooperating Government" shall mean the official government of the Cooperating Country.
- E. "Mission" 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 contract on behalf of the United States Government, and any other A. I. D. employee who is a properly designated Contracting Officer, provided, however, that in the case of contracts executed by an A. I. D. Washington Contracting Officer, the term shall mean an A. I. D. Washington Contracting Officer except as otherwise notified to Contractor in writing by an A. I. D. Washington Contracting Officer.
- G. "Staff Member" shall mean a representative of the Contractor appointed to serve in the Cooperating Country under the contract.
- H. "Regular Staff Member" shall mean a staff member appointed to serve one year or more in the Cooperating Country.
- I. "Short Term Staff Member" shall mean a staff member appointed to serve less than one year in the Cooperating Country.
- J. "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.
- K. "Campus Coordinator" shall mean the representative of the Contractor at the Contractor's home institution, 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. He shall not be considered a staff member while serving in the Cooperating Country.
- L. "Campus Personnel" shall mean representatives of the Contractor performing services under the contract at the Contractor's home institution and shall include the campus coordinator.

- M. "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.
- N. "Traveler" shall mean staff members, dependents of regular staff member, campus 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.
- O. "Local Currency" shall mean the currency of the Cooperating Country.
- P. "Participants" shall mean nationals of the Cooperating Country brought to the United States or to third countries for training.
- Q. 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 the Contracting Office, on forms provided for that purpose, 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) campus coordinator. Biographical data on other individuals employed under the Contract shall be available for review by A.I.D. at the Contractor's institution.
- B. Physical Fitness of Employees and Dependents.
1. Pre-Departure
 - (a) Contractor shall exercise reasonable precautions in assigning employees for work under this contract 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 dependents 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 require all employees and dependents who are returning to their post of assignment after a period of home leave to be examined by a licensed doctor of medicine as required in this paragraph 1.

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.

C. Approval. No individual shall be sent outside of the United States by the Contractor under this contract without the prior written approval of the Contracting Officer.

D. Staff Appointments. All staff members will be given institutional appointments to the Contractor's staff at the rank or classification appropriate to their respective duties and responsibilities under the Contract.

E. Duration of Appointments

1. Regular staff members normally will be appointed for a minimum of two years (including orientation) under the contract except:

a. When the remaining period of this contract is less than two years and in the judgment 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 one year or more to run, and provided further that if it

is contemplated that the contract is to be extended, then the appointment will be for two years subject to the actual extension being made.

- b. When a position to be filled does not require a two-year appointment, then an appointment may be made for less than two years but in no event less than one year. If services are required for less than one year a short-term staff appointment may be made in accordance with the applicable provisions of the contract.
 - c. When the normal tour of duty established for AID personnel at a particular post is less than two years, then a normal appointment under the contract may be of the same duration.
2. Contractor may make appointments of regular staff members under this contract for less than two years whenever Contractor is unable to make a full two year appointment, provided that the Contracting Officer approves such appointment, and provided further that in no event shall such appointment be less than one year.

F. Right to Recall. After consultation by the Contracting Officer with the Contractor and on the written request of the Contracting Officer, or of the Cooperating Government, the Contractor will terminate the employment under the contract of any individual serving thereunder.

G. Leave (Vacation, Sick, Home and Military)

1. Vacation Leave. Contractor may grant to personnel employed under this contract 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 contract primarily for the purposes of affording necessary rest and recreation to staff members during their 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's chief of party and with the prior approval of the Mission Director 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 AID 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 a regular tour of duty may be carried over to a succeeding tour of duty. Unused sick leave is not reimbursable under this contract.

3. Home Leave

- a. For Contractor's regular staff members who have served two years overseas (which period includes orientation in the United States) under this contract and have not taken more than thirty (30) days leave (vacation, sick or leave without pay) in the United States, home leave of up to thirty (30) calendar days in the United States will be allowed, provided that such staff members agree to return overseas under an additional two year appointment, or for such shorter period of not less than one year of overseas service as the Contracting Officer may approve in advance, under the contract upon completion of home leave:
- b. Notwithstanding the requirement in subparagraph a immediately above that Contractor's regular staff member must have served two years overseas under this contract to be eligible for home leave, Contractor may grant advance home leave to such staff members subject to all of the following conditions:
 - (1) Granting of advance home leave would in each case serve to advance the attainment of the objectives of this contract, and
 - (2) The staff member shall have served a minimum of 18 months in the Cooperating Country on his current tour of duty under this contract, and
 - (3) The staff member shall have agreed to return to the Cooperating Country to serve out the remainder of his current tour of duty and an additional two year appointment under this contract, or such other additional appointment of not less than one year of overseas service as the Contracting Officer may approve in advance, and
 - (4) The Mission Director shall have given prior written approval in each case of such advance home leave.
- c. The period of service overseas required under paragraph a. or paragraph b. above shall include the actual days in orientation in the United States and the actual days overseas beginning on the date of departure from the United States port of embarkation on international travel and continuing, inclusive of authorized delays en route, to the date of arrival at the United States port of debarkation from international travel. Allowable vacation and sick leave taken, but not leave without pay, shall be included in the required period of service overseas, provided that any such vacation and sick leave was not taken within

the limits of the North American continent, Hawaii or the territories of the United States.

d. Salary during travel to and from the United States for home leave will be limited to the time required for travel by the most expeditious air route. The Contractor will be responsible for reimbursing A. I. D. for salary payments made during home leave, if in spite of the undertaking of the new appointment, the staff member, except for reasons beyond his control as determined by the Contracting Officer, does not return overseas and complete the additional required service. Unused home leave is not reimbursable under this contract.

e. To the extent deemed necessary by Contractor, regular staff members in the U. S. on home leave may be authorized to spend not to exceed 5 days in work status on campus or at AID/W for consultation before returning to their post of duty.

4. Military Leave. Military leave of not more than 15 calendar days in any calendar year may be granted in accordance with the contractor's usual practice to each staff member whose appointment is not limited to one year or less and who is a reservist of the Armed Forces, provided that such military leave has been approved in advance by the Mission Director.

5. Leave Records. Contractor shall maintain current leave records for all staff members, and the Contractor's Chief of Party shall make semi-annual statements to the 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 shall be entitled to all holidays authorized by the Mission Director or AID Representative in the country of assignment.

I. Orientation and Language Training. Staff members and dependents may receive orientation and language training for an overseas assignment if authorized in Appendix D. Transportation cost and travel allowances, pursuant to the provisions of Paragraph XIX-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 Mission providing the following minimum coverages or such other coverages as may be set by the Mission, 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 Mission Director or his designee satisfactory proof of the existence of such insurance coverage before such motor vehicles are operated within the Cooperating Country. The premium costs for such insurance shall not be a reimbursable cost under this contract.

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 cooperating government.

IV. REPORTS

A. Contractor shall prepare and submit to the Contracting Officer three (3) copies, and to the Mission four (4) copies of a semi-annual report which shall include the following:

1. A substantive report covering the status of the work under the Contract, indicating progress made with respect thereto, setting forth plans for the ensuing period, including recommendations covering the current needs in the fields of activity covered under the terms of this contract.
2. An administrative report covering expenditures and personnel employed under the contract.

B. At the conclusion of the work hereunder, Contractor shall prepare and submit to the Contracting Officer three (3) copies, and to the Mission four (4) copies of a final report which summarizes the accomplishments of the assignment, methods of work used and recommendations regarding unfinished work and/or program continuation. The final report shall be submitted within 45 days after completion of this contract.

V. DATA AND PUBLICATIONS

1. Technical data, recommendations, notes, memoranda and other information and data prepared by the Contractor pursuant to or developed in connection with this contract, shall become the property of AID and AID 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 whichever is later. This 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).

No material shall be published which would violate the security regulations or be in conflict with the national security of the United States and/or the Cooperating Government.

2. Neither party shall publish any article referring to information obtained or developed pursuant to the contract without giving thirty (30) days notice to the other party of its intention to publish, together with a copy of the proposed article.
3. All publications shall give due credit to the contributions of the parties thereto.

VI. INSPECTION. In order to assure continuous and cooperative planning and operations hereunder, Contractor shall encourage and permit AID or its authorized representatives, at all reasonable times, upon advance notice to visit the Contractor's facilities and to inspect the facilities, 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 AID.

VII. ASSIGNMENT. The contractor shall not assign, transfer, pledge, or make other disposition of the contract without first obtaining the written consent of the Contracting Officer.

VIII. SUBCONTRACTS. Unless authorized in writing by the Contracting Officer, 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.

IX. OFFICIALS NOT TO BENEFIT. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

X. COVENANT AGAINST CONTINGENT FEES. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, AID shall have the right to annul this contract without liability or, at its discretion, to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

XI. CONVICT LABOR. In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor.

XII. NON-DISCRIMINATION. During the performance of this contract, the Contractor agrees as follows:

- A.** The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment 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.
- B.** The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
- C.** 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 said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D.** The Contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.
- E.** The Contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F.** In the event of the Contractor's non-compliance with the non-discrimination clause of this contract or with any of the said 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. 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

- G.** The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

XIII. 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.

XIV. TAXES AND CUSTOMS DUTIES. It is understood that all salary payments made by the Contractor to its employees, other than the cooperating country's Nationals, shall be exempted from taxation by the Government of the cooperating country or any political subdivision thereof, to the extent permitted by the laws of the cooperating country or by relevant agreements between the cooperating Government and the Government of the United States now in existence or hereafter coming into existence during the life of this contract.

The foregoing principle of exemption shall also apply, with respect to employees of the Contractor and their dependents, other than cooperating country's Nationals, in regard to any import, export or other duties, taxes or levies imposed on items imported for their own use or consumption by the Government of the cooperating country or any political subdivision thereof during the life of this contract.

XV. INSPECTION TRIPS BY CONTRACTOR'S OFFICERS AND EXECUTIVES.

Upon thirty days prior written notice to the Mission, Contractor may send the campus coordinator and such of its senior officials (e. g., President, Vice-Presidents, Deans, or Department Heads) to the cooperating country as may be required to review the progress of the work under this contract. Except for the campus coordinator, no direct salary charges will be paid hereunder in respect to any such officials.

XVI. COMPENSATION

- A.** For the performance of this contract, AID shall reimburse the Contractor the actual, necessary, reasonable and allocable cost thereof as determined by the contracting officer to be allocable in accordance with:
- 1.** Subpart 1-15.3 of the Federal Procurement Regulations (hereafter referred to as FPR), in effect as of the date of this contract.

2. The terms of this contract.

- 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 AID to the extent that they are properly allocable as costs for which the Contractor has been reimbursed by AID under this contract. 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.

XVII. SALARIES

- A. AID will reimburse Contractor for salaries and wages, including authorized leave, paid to staff members and campus 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 \$24,500 a year (exclusive of allowances provided for in paragraph XVIII below) without the prior written approval of the Contracting Officer.
- B. Salaries will be established by the Contractor in accordance with his normal practice. However, AID has established certain advisory guidelines 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 the Contracting Officer the reasons therefor.

1. Staff Members

- a. The base salary will be the same as the Contractor would normally pay a person of similar ability and experience for service at the rank to which the person has 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. Campus Personnel

- a. Salary will be in accordance with 1. a. and 1. b. (1) above.

- C. 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 XIX-A-8. All time in excess of that required for such air travel may be charged to leave.

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- D. 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.

XVIII. ALLOWANCES

- A. Overseas Differential Allowances. In areas where overseas differentials are paid to AID employees, overseas differentials of the same percentage of salary as are provided such AID employees in accordance with the Standardized U. S. Government Civilian Allowance Regulations (Foreign Areas), as from time to time amended, will be reimbursable hereunder for staff members in respect to amounts earned during the time such staff members actually spend overseas on work under this contract. Such overseas differential allowances shall be payable beginning on the date of arrival at the post of assignment and such payments shall continue, including periods away from post on official business, until the close of business on the day of departure from the post of assignment en route to the United States. Sick leave taken and leave taken for vacation at or away from the post of assignment will not interrupt the continuity of the assignment or require a discontinuance of such overseas differential payments, provided such leave is not taken within the limits of the North American continent, Hawaii or the territories of the United States. Overseas differential will not be payable while the staff member is away from his post of assignment for purposes of home leave. Short term staff members shall not be entitled to differential for the first forty-two (42) calendar days of assignment.
- B. 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 AID 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 Mission Director, short term staff members may be paid per diem (in lieu of quarters allowance) at rates authorized by the Mission Director, but not to exceed the rates prescribed by the Standardized 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 Mission Director 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.
- C. 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.

- D. Post Allowances. The Contractor will be reimbursed for payments made to staff members for post allowances not to exceed those paid AID employees in the cooperating country, in accordance with the Standardized U. S. Government Civilian Allowance Regulations (Foreign Areas), as from time to time amended.
- E. Supplemental Post Allowance. The Contractor will be reimbursed for payments made to staff members for supplemental post allowance as approved by the Mission Director in accordance with the Standardized U. S. Government Civilian Allowance Regulations (Foreign Areas) as from time to time amended.
- F. 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.
- G. 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.
- H. Separate Maintenance Allowance. The Contractor will be reimbursed for payments made to regular staff members for a separate maintenance allowance on the same basis as made to A. I. D. employees in accordance with the Standardized U. S. Government Civilian Allowance Regulations (Foreign Areas) as from time to time amended.
- I. Payments during Evacuation. If approved in advance by the Mission Director, 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.

XIX, 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 travelers 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 XIX-A-8 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 A. I. D.

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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 Academic Vice President, 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 A. I. D.

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 XIX-A-8 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 or for post-audit by A. I. D. When travel is by economy class accommodations the Contractor will be reimbursed for transporting twenty-two (22) pounds of accompanied personal baggage per traveler in addition to that regularly allowed with the economy ticket. If the cost of economy class accommodations plus the cost of transporting twenty-two pounds of additional accompanied personal baggage equal or exceed the cost of first class accommodations, first class accommodations may be used. Such travel allowances for such travelers shall be at the 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.

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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 the Cooperating Government or the Mission in connection with duties directly referable to the contract, including travel allowances at rates prescribed by the U. S. Standardized Government Travel Regulations, as from time to time amended.
4. Travel for Consultation. The Contractor will be reimbursed for the round trip of the Chief of Party or other designated Staff Member from the Cooperating Country to Contractor's campus for consultation and return on occasions deemed necessary by the Contractor and approved in advance in writing by the Mission Director.
5. Special International Travel and Third Country Travel. Upon the prior written approval of the Contracting Officer or the Mission Director, the Contractor shall be reimbursed for (a) the costs of international transportation of Contractor's employees other than between the United States and the Cooperating Country and for local transportation within other countries and (b) travel allowances for Contractor's employees while in travel status and while performing services hereunder in such other countries at rates prescribed by the U. S. Standardized Government Travel Regulations, as amended, when such travel advances the purposes of this Contract and is not otherwise provided for by any of the Cooperating Countries.
6. 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 foreign flag carriers, approval for indirect travel by such foreign flag carriers must be obtained from AID/Washington or the Mission before such travel is undertaken, otherwise only that portion of travel accomplished by U. S. flag carriers will be reimbursable within the above limitation of allowable costs.
7. Limitation on Travel by Dependents. Travel costs and allowances will be allowed only for dependents of regular staff members 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 staff member responsible for such dependent, whichever is the greater.
8. Delays En Route. The Contractor may grant to personnel employed under this contract 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

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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.

9. 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 the staff member is taking such automobile to or from the Cooperating Country as authorized under the contract. If any authorized dependents travel with the staff member 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 Mission Director or his designated representative 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. The Mission Director or his designated representative may also authorize the return from the United States or such other approved location to the Cooperating Country of such staff member and/or his 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 staff member is assigned;
 - b. Serious effect on physical or mental health if residence is continued at assigned post of duty;
 - c. Death or serious illness in the immediate family (parents and children) of staff member or spouse.
 - d. Emergency evacuation, including, subject to the Mission Director's approval, the transportation of household effects and automobiles or storage thereof, and a per diem allowance for subsistence.

C. Rest and Recuperation Travel. The Contractor shall be reimbursed for the cost of travel performed by staff members and dependents for purposes of rest and recuperation on the same basis as authorized Mission employees, provided, however, that no reimbursement will be made unless written approval has been obtained from the Mission Director, prior to such travel.

D. 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 Contracting Officer) 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 Contracting Officer) (1) Of one private-owned motor vehicle for each regular staff member, (2) of personal effects of travelers, and (3) of household goods of each regular staff member not to exceed the following limitations:

	<u>Basic Household Furniture not Supplied</u>	<u>Basic Household Furniture Supplied</u>
Regular Staff member with dependents in cooperating country	7500.pounds net weight.	2500 pounds net weight
Regular Staff member without dependents in cooperating country	4500 pounds net weight	1500 pounds net weight

The cost of transporting motor vehicles 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 transportation of a privately-owned motor vehicle for a regular staff member may be authorized by the Contractor, as a replacement of the last such motor vehicle shipped under this contract for such staff member when the Mission Director or his designee determines, in advance and so notifies the contractor in writing, that the replacement is necessary for reasons not due to the negligence or malfeasance of the regular staff member. The determination shall be made under the same rules and regulations that apply to Mission employees. 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>Regular Staff Members</u>	<u>Dependents</u>	<u>Regular Staff Members</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

E. 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 D. above, provided that the total amount of household goods shipped to the

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the Cooperating Country and stored in the U. S. shall not exceed 4500 pounds net for each regular staff member without dependents in the Cooperating Country and 7500 pounds net for each regular staff member with dependents in the Cooperating Country.

F. Limitation on Transportation

1. **International Air Transportation.** All international air travel under this contract shall be made on U.S. flag carriers. Exceptions to this rule will be allowed in the following situations provided that the Contractor certifies 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 A.I.D.:
- (a) Where a flight by a U. S. carrier is not scheduled to arrive in time for the conduct of official business.
 - (b) Where a flight by 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 U. S. Carrier flight would interfere with or prevent the satisfactory performance of official business.
 - (d) Where a scheduled flight by a U. S. carrier is delayed because of weather, mechanical or other conditions to such an extent that use of a non U. S. carrier is in the Government's interest.
 - (e) Where the appropriate class of accommodations is available on both U. S. and non-U. S. carriers, but the use of 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 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 U. S. carrier and related per diem.

All international air shipments under this contract shall be made on U.S. flag carriers unless shipment would, in the judgment of the Contractor, be delayed an unreasonable time awaiting a 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 A.I.D.

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

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 Contracting Officer prior to reimbursement by A. I. D. 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 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 contract, 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 the Contracting Officer.

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 contract, 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 contract. 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 campus 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 paragraph 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 contract, as should in the opinion of the Contracting Officer, be included in the cost of the work called for by this contract. Any such costs allowed by the Contracting Officer shall be specifically identified by the Contracting Officer as being allowable under this Paragraph.

XXII. **INDIRECT COSTS (OVERHEAD).** Contractor will be reimbursed for cost allocable to this contract as specified in Appendix D and computed as follows:

1. The on-campus rate will be negotiated in accordance with the provisions of Sub-part 1-15.3 of the Federal Procurement Regulations (Principles for Determining Applicable Costs Under Research Contracts with Educational Institutions).
2. The off-campus rate will be negotiated on the same basis as the on-campus 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 amounts and percentages indicated for operation of library and use of library books, normally a part of the "on-campus" computation, will be excluded from the overhead computation unless the contract indicates use of the library for staff members overseas or for participants at the campus.
4. The allowable indirect costs under this contract shall be obtained by applying negotiated overhead rates to bases agreed upon by the parties, as specified below.

The Contractor, as soon as possible after the expiration of each Fiscal Year shall submit to the Contracting Officer with a copy to 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 the Contracting Officer shall be undertaken as promptly as practicable after receipt of the Contractor's proposal, and completion of the Audit by the cognizant audit activity.

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 contract, which shall specify (i) the agreed final rates, (ii) the bases to which the rates apply, and (iii) 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 D 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 contract.

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

XXIII. EQUIPMENT

A. The following costs shall be reimbursable:

1. Teaching Aids and Related Equipment. Costs of teaching aids and equipment necessary for instruction or demonstration purposes by Contractor required to conduct programs under this contract, including transportation costs.
2. Other Equipment. Costs of all equipment purchased and transportation costs (including scientific research, laboratory and educational equipment, books and related supplies for the local institutions) required to conduct programs under this contract.
3. Vehicles. Costs for the purchase of vehicles, (i. e., jeeps, carryalls and trucks) including transportation costs if necessary for the project and not furnished in kind by the Cooperating Government or A. I. D.

B. Limitation

1. No single item of equipment costing in excess of \$2,500 shall be purchased without the prior written approval of the Contracting Officer. Contractor shall follow its normal procurement practices and regulations and diligently seek to obtain the maximum benefit possible to the cooperating country from its expenditure of funds under this section. No vehicle may be purchased without the prior written approval of the Contracting Officer.
2. Except as may be specifically approved or directed in advance in writing by the Contracting Officer, the source of any procurement financed under this contract by U.S. dollars shall be the United States, and the origin of any item of equipment purchased for each transaction in excess of \$2500 shall be the United States. The term "source" means the country from which a commodity is shipped to the cooperating country. If, however, a commodity is shipped from a free port or bonded warehouse in the form in which received therein, "source" means the country from which the commodity was shipped to the free port or bonded warehouse. The term "origin" means the country in which the commodity has been mined, grown, or through manufacturing, processing, or assembly, produced. In addition to the foregoing rule a produced commodity purchased in any transaction in excess of \$2500 will not be eligible for financing under this contract if (i) it contains any component which

has as its origin a country which does not appear in AID's list of Free World Countries (AID geographic code 899); or (ii) it contains any component imported into the country of production from Free World countries (code 899) other than the authorized source country; and (a) such components were acquired by the producer in the form in which they were imported; and (b) the total cost of such components (delivered at the point of production) amounts to more than 10%, or such other percentage as AID may prescribe, of the lowest price (excluding the cost of ocean transportation and marine insurance) at which the supplier makes the commodity available for export sale.

C. Title To and Care of Property

1. Except as modified by the provisions of Appendix D to this contract, title to all equipment, materials and supplies, the cost of which is reimbursable to Contractor by A. I. D. or by the Cooperating Government shall at all times, be in the name of the Cooperating Government, or such public or private agency as the Cooperating Government may designate unless title to specified types or classes of commodities is reserved to A. I. D. under the provisions of Appendix D to this contract, but all such property shall be under the custody and control of Contractor until completion of work under this contract or its termination at which time custody and control shall be turned over to the owner of title or disposed of in accordance with its instructions. All performance guaranties and warranties obtained from suppliers shall be taken in the name of the title owner.
2. Contractor shall prepare and establish a program to be approved by the Mission for the receipt, use, maintenance, protection, custody and care of equipment, materials and supplies for which it has custodial responsibility, including the establishment of reasonable controls to enforce such program.

D. Small Business Provision. To permit A. I. D. , in accordance with the Small Business Provisions of the Mutual Security Act, to give U. S. Small Business firms an opportunity to participate in supplying equipment covered by this Section, Contractor, shall, to the maximum extent possible, provide the following information to the Office of Small Business, A. I. D. , Washington, D. C. , 20523 at least 45 days prior to placing any order in excess of Five Thousand (\$5,000) Dollars, except where a shorter time is requested of, and granted by the Office of Small Business

1. Brief general description and quantity of commodities or services;
2. Closing date for receiving quotations or bids;
3. Address where invitations or specifications may be obtained.

E. Marking. All commodities and their shipping containers, furnished to cooperating countries under A. I. D. financing (whether from the U. S. or other source country), must carry the official A. I. D. emblem designed for the purpose. This identification shall be affixed by metal plate, decalcomania, stencil, label, tag, or other means, depending upon the

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type of commodity or shipping container and the nature of the surface to be marked. The emblems placed on the commodities must be approximately as durable as the trade mark or company or brand name affixed by the producer; the emblems on the shipping containers must be legible until they reach the consignee.

The size of the emblem may vary depending upon the size of the commodity, package or shipping container to be marked, but must be large enough to be clearly visible at a reasonable distance. In addition, the shipping container will indicate clearly the last set of digits of the A. I. D. PA, PIO or other authorization number in characters at least equal in height to the shipper's marks.

The emblem will appear in the colors shown on the samples available in the Office of Small Business, Agency for International Development, Washington, D. C. , 20523 or in the offices of the Mission in the respective cooperating countries. Raw materials (including grain, coal, petroleum, oil and lubricants) shipped in bulk, vegetable fibers packaged in bales, and semi-finished products which are not packaged in any way are, to the extent compliance is impracticable, excepted from the marking requirements of this section. However, the emblem will be prominently displayed on all ships during loading and unloading when their cargoes consist entirely of A. I. D. -financed goods. Instructions relating to display of the emblem by ships will be furnished by the charterers to the carriers with their charter parties.

If compliance with the provisions of this paragraph is found to be impracticable with respect to other commodities, the cooperating country or supplier will promptly request the Office of Small Business, Agency for International Development, Washington, D. C. 20523 for an exception from the requirements of this paragraph.

XXIV. PARTICIPANT TRAINING PROGRAM

- A. Whenever the operational plan provides for a participant training program, the Contractor shall be reimbursed for the costs involved in providing training and observation in the United States to the participants in accordance with the following:
1. Customary tuition and fees of the institution in which the training takes place.
 2. Typing of papers and allowances for required textbooks. Titles to be approved by the Contractor.
 3. Use of Computers and/or data processing equipment.
 4. Travel within the United States or third countries as approved by the Contractor, including the cost of travel from port of entry into U. S. to Contractor's campus and from Contractor's campus to port of embarkation from U. S.

5. Subsistence while in the United States or in third countries not to exceed maximum A. I. D. rates established in the applicable A. I. D. manual orders, furnished to the Contractor, as from time to time amended.
6. Other direct necessary costs.
7. No charge for international transportation or for insurance for participants will be made against this contract.
8. Contractor shall incur costs set forth in subparagraphs 2, 4, 5 and 6 above in accordance with applicable A. I. D. manual orders and Project Manager Guides, as from time to time amended, and supplied to the Contractor by the Contracting Officer.

B. In addition to the costs provided for in paragraph A next above, A. I. D. will pay to the Contractor a service charge of \$25.00 per semester per regular participant assigned under paragraph A 1. In the event that the Contractor's institution is on the quarter system or the period of training of the regular participant does not coincide with semesters, the service charge will be \$6 per month. It is understood that the handling of participants will require special attention of the Contractor beyond that usually afforded to students in general and additional services from the Contractor including but not limited to (1) general program management and processing, (2) administration of subsistence payments, (3) purchase of books and equipment, (4) planning of itineraries and (5) special counseling.

C. For participants assigned under this Contract but not assigned for full-time enrollment in regular classes during complete academic periods, Contractor shall be reimbursed the following in lieu of that authorized in paragraph A1 and B above:

- (1) For one or two participants (not assigned to a group training program): \$15 per calendar day per participant for the first 15 days and \$10 per calendar day per participant thereafter for the period of service to such participant(s) by the Institution.
- (2) For three or more participants (assigned to the same group training program): \$10 per calendar day per participant for the period of service to such participants, not to exceed a total of \$120 per calendar day for any one group.

XXV. RESEARCH ACTIVITIES. To the extent authorized in Appendix D (Special Provisions) of the contract, research activities pertinent to the program shall be reimbursed hereunder. Graduate students may be retained by the contractor to assist in such research.

XXVI. 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.

XXVII. FACILITIES AND SERVICES TO BE ARRANGED BY A.I.D.

- A. In order to assure full local benefits from the work as well as its expeditious conduct, A. I. D. agrees to arrange with appropriate authorities in the Cooperating Country for a clear assignment of responsibility to the appropriate officials for the development of this undertaking and a clear assignment of responsibilities to the Contractor.
- B. A. I. D. will arrange with the officials of the Cooperating Country to develop, to the extent permitted by their available resources, their own personnel, facilities, programs, and activities to permit the early and effective accomplishment of the objectives of the contract.

XXVIII. METHOD OF PAYMENT

- A. Dollar Payment. A. I. D. will upon request from the Contractor in accordance with Paragraph XXX below make an initial advance to said Contractor in the amount stated in Article III-C of the basic agreement pursuant to the provisions of 1-30.4 (FPR), as it applies to educational institutions for research and development work and thereafter will reimburse the Contractor an amount equal to reported expenditures in order to replenish the advance fund on an imprest basis. A. I. D. will replenish the fund on a quarterly basis (or other agreed interval) upon submission of documents prescribed in Paragraph XXX below until such time as the total of reimbursements effected added to the initial advance equals the amount of the A. I. D. commitment stated in Article III-A of the basic agreement. 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 A. I. D. in accordance with Paragraph XXIX below.
- B. Local Currency
 - 1. It is agreed that the Contractor will consult with the Mission 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 to the end that local currencies owned by the United States shall be utilized to meet the local costs of contractual services to the maximum extent practicable.
 - 2. Local currency funds provided by A. I. D. 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 Mission and Contractor. Local currency costs to be borne by the Cooperating Government are set forth in Appendix D to the Contract. Only in the event that the Cooperating Government does not make such funds available will A. I. D. be responsible therefor.

XXIX. REFUND OF UNEXPENDED FUNDS. The Contractor shall, as prescribed in Paragraph XXX below, make a repayment to A. I. D. of all unexpended portions of the advanced dollar funds not otherwise obligated under the contract for a legally binding transaction. 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 filing the final voucher required by Paragraph XXX below, a subsequent accounting pertaining thereto will be made in the same manner as required by said paragraph.

XXX. DOCUMENTATION REQUIREMENTS

- A. Initial Advance. Contractor will submit to the Controller of A. I. D. 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.
- B. Replenishment Vouchers. Contractor will submit to the Controller of A. I. D. Voucher Form SF-1034 (original) and SF-1034(a) three copies, properly executed, in the amount of expenditures made during the period covered, which voucher forms shall be supported by:
 - 1. Original and two copies of a certified fiscal report rendered by the Contractor in the form and manner satisfactory to A. I. D. substantially as follows:

<u>Category</u>	<u>Firm Budget Amount</u>	<u>Total Expenditures 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
Equipment	xxx	xxx	xxx
Participant Costs	<u>xxx</u>	<u>xxx</u>	<u>xxx</u>
Grand Total	<u><u>\$ xxx</u></u>	<u><u>\$ xxx</u></u>	<u><u>\$ xxx</u></u>

- 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 A. I. D. will be made promptly upon request of A. I. D. 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 A. I. D.

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may require will be furnished at the Contractor's home office or base office as appropriate promptly to A. I. D. 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, A. I. D. Form 281, in triplicate, executed by the vendor for each transaction in excess of \$2, 500.
- 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 A. I. D 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 rendered by the Contractor as in B. 1 and 2 above.
 2. Vendor's invoices as in B. 3 above.
 3. Supplier's Certificate as in B. 4 above.
 4. Refund check as prescribed by Paragraph XXIX for the balance of funds remaining on hand and not obligated by the Contractor.
- D. Documentation for Mission. When submitting Voucher Form SF-1034 and the fiscal report to the Controller of A. I. D. , the Contractor shall at the same time airmail to the Mission Controller one copy of SF-1034(a) and fiscal report. The Mission Controller's copy shall be accompanied by one copy of vendors' invoices for all items of commodities, equipment and supplies (except magazines, pamphlets and newspapers) procured and shipped overseas and for which the cost is reimbursable under this contract. (For items shipped from Contractor's stocks where vendors' invoices are not available, a copy of the documents used for posting to Contractor's account shall be furnished.)

XXXI. 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 contract.

XXXII. MISCELLANEOUS. A. I. D. shall use its best efforts to provide contractor's staff members and dependents with medical care, APO, PX, commissary and Officers Club privileges if made available to A. I. D. employees at the post of assignment.

XXXIII. SERVICES PROVIDED TO CONTRACTOR. In the event the United States Government or Cooperating Government has furnished the Contractor free of charge with items or services which are covered herein as allowable costs, reimbursement may not be claimed for such items or services.

XXXIV. CONFLICT OF INTEREST. Other than work to be performed under this contract 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.

XXXV. DISPUTES

- A.** Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Administrator, Agency for International Development, Washington, D. C. 20523. The decision of the Administrator 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 Contracting Officer's decision.
- 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 decision of any administrative official representative, or board on a question of law.

XXXVI. TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT

- A.** The performance of work under this contract may be terminated, in whole or from time to time in part, by the Government whenever for any reason

the Contracting Officer shall determine that such termination is in the best interest of the Government. Termination of work hereunder shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

- 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 (i) settle all outstanding liabilities and all claims arising out of such cancellation of commitments with the approval or ratification of the Contracting Officer, to the extent he may require, which approval or ratification shall be final for all purposes of this clause, and (ii) assign to the Government, in the manner, at the time, and to the extent directed by the Contracting Officer, all of the right, title and interest of the Contractor under the order and subcontracts so terminated, in which case the Government shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- 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 A. I. D. Regulations in effect as of the date of execution of this contract, determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.
- D. Any determination of costs under paragraph C shall be governed by the cost principles set forth in Part. 15, Subpart 3, of the A. I. D. procurement Regulation as in effect on the date of this contract.
- E. Subject to the provisions of paragraph C above, and subject to any review required by A. I. D. Regulations in effect as of the date of execution of this contract, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the termination under this clause, which amount or amounts may include any reasonable cancellation charges thereby incurred by the Contractor and any reasonable loss upon outstanding commitments for personal services which he is unable to cancel subject to the provisions of paragraph XXXVIII; provided, however, that in connection with any outstanding commitments for personal services which the Contractor is unable to cancel, the Contractor shall have exercised reasonable diligence to divert such commitments to its other activities and operations.

Any such agreement shall be embodied in an amendment to this contract and the Contractor shall be paid the agreed amount.

- 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 contract, whenever, in the opinion of the Contracting Officer, the aggregate of such payments is within the amount to which the Contractor will be entitled hereunder: If the total of such payments is in excess of the amount finally agreed or determined to be due under this clause, such excess shall be payable by the Contractor to the Government upon demand; provided, that if such excess is not so paid upon demand, interest thereon shall be payable by the Contractor to the Government at the rate of 6 percent per annum, beginning thirty (30) days from the date of such demand.
- 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 items which, if the contract had been completed, would have been required to be furnished to the Government, including: (i) completed or partially completed plans, drawings, and information; and (ii) materials or equipment produced or in process or acquired in connection with the performance of the work terminated by the notice. Other than the above, any termination inventory resulting from the termination of the contract may, with the written approval of the Contracting Officer, be sold or acquired by the Contractor under the conditions prescribed by and at a price or prices approved by the Contracting Officer. The proceeds of any such disposition shall be applied in reduction of any payments to be made by the Government to the Contractor under this contract or shall otherwise be credited to the price or cost of work covered by this contract or paid in such other manner as the Contracting Officer may direct. Pending final disposition of property arising from the termination, the Contractor agrees to take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Government has or may acquire an interest.
- H. Any disputes as to questions of fact which may arise hereunder shall be subject to the "Disputes" clause of this contract.

XXXVII. MATERIAL CHANGE 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".

CONTRACT BETWEEN THE UNITED STATES OF AMERICA
AND
THE TRUSTEES OF BOSTON UNIVERSITY

PLAN NO. 1

Appendix B - Operational Plan

Date of Plan
March, 1972

I. Objectives of the Program

Contractor shall prepare and supervise the publication of a Quarterly Bulletin of African Materials. The bibliographic references will be selected from current publications for their relevance to development related activities.

A. The Contractor will provide A.I.D. with 300 stapled mimeographed copies (45 to 65 pages each), following the format of the former Monthly Bulletin, with back and front cover of colored paper. There shall be 4 issues per year.

B. It is further agreed that the Contractor may sell subscriptions to the Quarterly Bulletin for any additional copies it may print, with the provision that all subscription receipts shall be subtracted from the cost of providing the Quarterly Bulletin. Without prior consultation with A.I.D., the number of additional copies the Contractor may print shall be limited to 300 copies. The price at which the subscriptions are sold shall be subject to the Contractor's discretion.

II. Personnel

Contractor shall provide the following part-time staff members from its regular staff for efficient fulfillment of the responsibilities

set forth in "I" above, subject to the terms and conditions set forth in this contract.

Coordinator (Professional)
Senior Research Assistant
Secretary
Part-time Research Assistants

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CONTRACT BETWEEN THE UNITED STATES OF AMERICA
 AND
 THE TRUSTEES OF BOSTON UNIVERSITY

Budget No. 1

Appendix C - Approved Budget

Line Item	Actual and Estimated Expenditures	Firm Budget	Total Budget
	From: 5/31/62 To :12/31/71	Fr: 1/1/72 To:12/31/72	Fr: 5/31/62 To:12/31/72
1. Salaries (Staff Members)	\$217,192	\$11,300	\$228,492
2. Honoraria and Fees	8,595	-0-	8,595
3. Travel and Transportation	8,938	-0-	8,938
4. Other Direct Costs	33,444	2,788	36,232
5. Overhead (On Item 1 above only)	119,411	7,187	126,598
6. Equipment	<u>1,492</u>	<u>-0-</u>	<u>1,492</u>
Grand Total	<u>\$389,072</u>	<u>\$21,275</u>	<u>\$410,347</u>

SPECIAL PROVISIONS

1. The firm budget represents the total funds authorized to be expended by the Contractor during the period indicated. Within the grand total of the firm budget, the Contractor may increase or decrease in an amount

not to exceed 15%, any of the line items contained in the firm budget without obtaining the Contracting Officer's approval.

II. OBLIGATION OF THE PARTIES

Contractor shall not be required to make any expenditures or to incur any obligation under the contract in excess of the amounts for which it is entitled to be reimbursed hereunder.

CONTRACT BETWEEN THE UNITED STATES OF AMERICA

AND

THE TRUSTEES OF BOSTON UNIVERSITY

Appendix D - Special Provisions

I. PREVIOUS CONTRACT

Both Basic Contract No. AID/afr-181, between the Government of the United States of America, and The Trustees of Boston University, effective as of March 30, 1964, as amended, and Task Order No. 1, under that contract, effective as of April 1, 1964, as amended, are superseded by this contract effective as of January 1, 1972. It is understood that (1) service of personnel currently employed under the superseded Task Order shall be credited as service under this Contract; and (2) unused annual and sick leave of personnel shall be carried forward from the superseded Task Order. Since this Contract supersedes an existing Task Order and is intended to carry on a continuing program, all operations, personnel, unexpended funds, equipment and facilities under superseded Task Order No. 1, of Basic Contract No. AID/afr-181, shall be continued and carried forward to, and be subject to the provisions of this Contract.

II. REPORTS

Appendix A-IV, is modified by deleting A in its entirety, and substituting "AFR/TAC" for "Mission" where ever it appears in B

III. EQUAL OPPORTUNITY

Appendix A-XII. is deleted in its entirety and the following substituted therefor:

XIII. EQUAL OPPORTUNITY

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

A. 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 equal opportunity.

B. 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.

C. 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.

D. 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.

E. 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.

F. In the event of the Contractor's non-compliance with the equal opportunity clause of this contract or with any of the said 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.

G. The Contractor will include the provisions of paragraphs A through G 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 subcontract or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance: "Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigations 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."

IV. INDIRECT COSTS (OVERHEAD)

Reimbursement for overhead costs provided for in Appendix A-XXII shall be at the provisional on-campus overhead rate of 63.6%.

1. The above overhead rate shall apply to direct base salaries and wages actually paid to campus personnel, including holiday, vacation and sick pay, but excluding other fringe benefits.

2. The on-campus overhead rate shall be subject to negotiation and revision by mutual agreement of the parties hereto.

V. DOCUMENTATION FOR AFR/TAC

Contractor shall submit to AFR/TAC, a copy of all documentation submitted to the Controller of A.I.D., as required by Appendix A-XXX-B and C.