

7-1007 PD FAG 837

CONTRACT/GRANT/COOPERATIVE AGREEMENT DATA SHEET SER/CM/SD/SUP Action Monitor SER/CM/SD/SUP Act Office

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

PART IA.

Contractor/Grantee Name: Colorado State University

PIO/T Number: <u>391-0447-3-9010</u>	Appropriation Number: <u>72-1191021-3</u>	Allotment Number: <u>94350-711-006991</u>	Project Number: <u>391-0447</u>
Project Title: <u>On-Farm Water Management</u>			
Amount of this PIO/T	Project Manager's Name and Office Symbol: <u>D. Lundberg ASIA/TR</u>		Contractor's D-U-N-S Number
Negotiator's Typed Name: <u>Antivera</u>	Signature: <u>[Signature]</u>		Date: <u>3/17/80</u>
Contract/Grant Officer's Typed Name: <u>Wm. E. Grohn</u>	Signature: <u>[Signature]</u>		Date: <u>3-28-80</u>

PART IB.

Contract/Grant Number: <u>AID/FA-0-1411</u>	Type Order	Order Number	Amendment/Modification Number: <u>8</u>	Date PIO/T Received by CM/ or Mission Contract Office
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PART II.

Effective Date of Document: <u>3-28-80</u>	Signature Date of Document: <u>3-28-80</u>	Estimated Completion Date: <u>5-31-80</u>	Contract/Grant funded through (date): <u>5-31-80</u>
Host Country Institution (University contract ONLY)	Campus Coordinator (University contract ONLY)	Amount Obligated/Deobligated/Subobligated by this Action: <u>0</u>	Cumulative Obligation through Action: <u>2,500,000</u>

PART III.

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

M03 - TYPE ACTION

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

M04 - CONTRACT/GRANT TYPE

- 0. MOA, (BOA, BMA, etc)
- 1. Fixed Price (Specify: I-F FPRD, FPEPA, IPI)
- 2. Cost Reimbursement (Specify: CR, CPF-F, CS, CPAI, CPII)
- 3. Cooperative Agreement
- 4 Grant - General Support*
- 5. Grant - Specific Support*
- 6. Grant - 211(d)*
- 7. Do Not Use
- 8. IOC's
- 9. Host Country Contract/Grant*

M05 - SELECTION PROCEDURES

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

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

M06 - TYPE SERVICE

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

M07 - TYPE CONTRACTOR/GRANTEE

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

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

M08 - TYPE AWARD

- A. SB Set-Aside - Awarded to Non-Minority
- B. SB Set-Aside - Awarded to Minority
- C. SB Not Set-Aside - Awarded to Non-Minority
- D. SB Not Set-Aside - Awarded to Minority
- E. 8(a) SBA Awarded to Non-Minority (Owned, Veterans, etc.)
- F. 8(a) SBA Awarded to Minority
- G. Personal Service Contract - Non-Minority
- H. Personal Service Contract - Minority
- I. Individual Non-Personal Service Contract - Non-Minority
- J. Individual Non-Personal Service Contract - Minority
- K. Not Small Business (Univ., Non-Profit Firms) Non-Minority
- L. Not Small Business (Univ., Non-Profit Firms) Minority
- M. U.S. Government

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION NO. 8		2. EFFECTIVE DATE See block 19	3. RESOLUTION/PURCHASE REQUEST NO.	4. PROJECT NO. (If applicable) 391-0477
5. ISSUED BY Agency for International Development Office of Contract Management Regional Operations Division - Asia Washington, D.C. 20523		6. ADMINISTERED BY (If other than block 5) CODE		

ORIGINAL

APR 1 1980

7. CONTRACTOR NAME AND ADDRESS Colorado State University Office of Contracts and Grants Fort Collins, Colorado 80523	8. AMENDMENT OF SOLICITATION NO. DATED _____ (See block 9)
(Street, city, country, state, and ZIP Code)	<input checked="" type="checkbox"/> MODIFICATION OF CONTRACT/ORDER NO. AID/ta-C-1411 DATED 4/1/77 (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

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

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

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

10. ACCOUNTING AND APPROPRIATION DATA (If required)

Appropriation No. 72-1191021.3
Allotment No. 943-50-391-00-69-91 (no change)

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

(a) This Change Order is issued pursuant to _____

The Changes set forth in block 12 are made to the above numbered contract/order.

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

(c) This Supplemental Agreement is entered into pursuant to authority of the Foreign Assistance Act of 1961, as amended, and Executive Order 11223.

12 DESCRIPTION OF AMENDMENT/MODIFICATION

The following changes are made to this contract.

1. On the cover page, Estimated Completion Date is amended to read "May 31, 1980" in lieu of "March 31, 1980".
2. Article IV, the phrase "estimated completion date of work, including final report (s), under this Contract is March 31, 1980" is amended to read "estimated completion date of work including final report (s), under this Contract is May 31, 1980".
3. Article VI, Budget, "From 4/1/77 to 3/31/80" is amended to read "From 4/1/77 to 5/31/80".

13. CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 7 COPIES TO ISSUING OFFICE

14. NAME OF CONTRACTOR/OFFEROR: COLORADO STATE UNIVERSITY

17. UNITED STATES OF AMERICA

15. NAME AND TITLE OF SIGNER (Type or print): James F. Brown
Assistant V.P. For Research

16. DATE SIGNED: 3-24-80

18. NAME OF CONTRACTING OFFICER (Type or print): Peter J. Howley JC

19. DATE SIGNED: 3/28/80

4. "Article IX, F" referenced in Modification No. 1 dealing with changes to G.P. #17, Government Property is changed to read "Article IX, H."

5. Article IX, B referenced in Modification No. 7 dealing with funding for Graduate Assistants is amended to read "Article IX, I." The first sentence is changed to read:

"Funding for the graduate students under this contract will cease on March 31, 1980."

The aforementioned changes are made at no change in estimated contract cost. All other terms and conditions of the contract remain the same.

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

PART IA. **8/28/79**

Contractor/Grantee Name
COLORADO STATE UNIVERSITY

IO/T Number 1-0447-3-90110 A1	Appropriation Number 72-1191021.3	Allotment Number 943-50-391-00-69-91	Project Number 391-0447
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Project Title
Water Management Research;

Amount of this PIO/T \$500,000 (Inc.)	Project Manager's Name and Office Symbol ASIA/TR/ARD, D. Lunberg	Contractor's D-U-N-S Number
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Negotiator's Typed Name XXXXXX Cutrera	Signature <i>[Signature]</i>	Date 8/29/79
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Contract/Grant Officer's Typed Name P. Howley	Signature	Date
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PART IB.

Contract/Grant Number AID/ta-C-1411	Type Order	Order Number	Amendment/Modification Number 7	Date PIO/T Received by CM/SD/SUP or Mission Contract Office 8/28/79
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PART II.

Effective Date of Document 7/31/79	Signature Date of Document 8/29/79	Estimated Completion Date 3/31/80	Contract/Grant funded through (date) 3/31/80
Host Country Institution (University contract ONLY)	Campus Coordinator (University contract ONLY)	Amount Obligated/Deobligated/Subobligated by this Action \$500,000	Cumulative Obligation thru this Action \$2,500,000

PART III.

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

- | | | |
|---|--|--|
| <p>03 - TYPE ACTION</p> <p><input type="checkbox"/> 0. Contract/Grant/Cooperative Agreement</p> <p><input type="checkbox"/> 1. Task Order (BOA)*</p> <p><input type="checkbox"/> 2. Work Order (IOC)*</p> <p><input type="checkbox"/> 3. Delivery Order (Requirements)*</p> <p><input type="checkbox"/> 4. Purchase Order</p> <p>If 1, 2, or 3 have an 'X', complete M12 ONLY.</p> <p>04 - CONTRACT/GRANT TYPE</p> <p><input type="checkbox"/> 0. MOA, (BOA, BMA, etc.)</p> <p><input type="checkbox"/> 1. Fixed Price (Specify: FFP, FPRD, FPEPA, FPI) _____</p> <p><input type="checkbox"/> 2. Cost Reimbursement (Specify: CR, CPFF, CS, CPAF, CPIF) _____</p> <p><input type="checkbox"/> 3. Cooperative Agreement</p> <p><input type="checkbox"/> 4. Grant - General Support*</p> <p><input type="checkbox"/> 5. Grant - Specific Support*</p> <p><input type="checkbox"/> 6. Grant - 211(d)*</p> <p><input type="checkbox"/> 7. Do Not Use</p> <p><input type="checkbox"/> 8. IQCs</p> <p><input type="checkbox"/> 9. Host Country Contract/Grant*</p> <p>Complete ONLY through M51.</p> <p>05 - SELECTION PROCEDURES</p> <p><input type="checkbox"/> A. Formally advertised (IFB) (AIDPR 7-2.4 & FPR 1-2.4)</p> <p><input type="checkbox"/> B. Negotiated Price Competition, General Procedure (RFP) (AIDPR 7-4.56)</p> <p><input type="checkbox"/> C. A & E (AIDPR 7-4.10)</p> <p><input type="checkbox"/> D. Ed. Inst. and/or Int'l Research (AIDPR 7-4.57)</p> <p><input type="checkbox"/> E. Collaborative Assistance (AIDPR 7-4.58)</p> <p><input type="checkbox"/> F. Predominant Capability (AIDPR 7-3.101-50(b)(3))</p> | <p><input type="checkbox"/> G. Unsolicited Proposal (AIDPR 7-3.101-50(b)(6))</p> <p><input type="checkbox"/> H. Procurement to be Performed by the Contractor in Person (AIDPR 7-3.101-50(b)(1))</p> <p><input type="checkbox"/> I. Sole Source (AIDPR 7-3.101-50(b)(4))</p> <p><input type="checkbox"/> J. Impairment of Foreign Policy Objectives (AIDPR 7-3.101-50(b)(7))</p> <p><input type="checkbox"/> K. 8(a) Selection (FPR 1-1.713-1)</p> <p><input type="checkbox"/> L. Grant (Handbook 13)</p> <p><input type="checkbox"/> M. Do Not Use</p> <p><input type="checkbox"/> N. Cooperative Agreement (Handbook 13)</p> <p><input type="checkbox"/> O. Small Business Set-Aside (FPR 1-1.706-8)</p> <p><input type="checkbox"/> P. Overseas Procuring Activities (AIDPR 7-3.101-50(b)(2))</p> <p>M06 - TYPE SERVICE</p> <p><input type="checkbox"/> A. Training of Participants</p> <p><input type="checkbox"/> B. Technical Assistance (Program, Project related except A & E Services)</p> <p><input type="checkbox"/> C. A & E Services</p> <p><input type="checkbox"/> D. Construction</p> <p><input type="checkbox"/> E. Research</p> <p><input type="checkbox"/> F. Technical Services to AID (other than training; usually operating expense)</p> <p><input type="checkbox"/> G. Training Service for AID</p> <p><input type="checkbox"/> H. Equipment, Materials, Supplies, Commodities</p> <p><input type="checkbox"/> I. Translation Service</p> <p>M07 - TYPE CONTRACTOR/GRANTEE</p> <p><input type="checkbox"/> A. Firm - All profit-making firms (other than A & E)</p> <p><input type="checkbox"/> B. A & E Firms</p> | <p><input type="checkbox"/> C. Individual (Non-personal service)</p> <p><input type="checkbox"/> D. Individual (Personal Service)</p> <p><input type="checkbox"/> E. University/Other Educational Institutions</p> <p><input type="checkbox"/> F. Non-Profit Organization, Institutions (other than Ed or PVO)</p> <p><input type="checkbox"/> G. Private Voluntary Organization (PVO)</p> <p><input type="checkbox"/> H. International Agricultural Research Organization</p> <p><input type="checkbox"/> I. Public International Organizations (UN Agencies, ICRC World Bank, etc.) (HB 13, Chapter 5)</p> <p>M08 - TYPE AWARD</p> <p><input type="checkbox"/> A. SB Set-Aside - Awarded to Non-Minority</p> <p><input type="checkbox"/> B. SB Set-Aside - Awarded to Minority</p> <p><input type="checkbox"/> C. SB Not Set-Aside - Awarded to Non-Minority</p> <p><input type="checkbox"/> D. SB Not Set-Aside - Awarded to Minority</p> <p><input type="checkbox"/> E. 8(a) SBA Awarded to Non-Minority (Women-Owned, Veterans, etc.)</p> <p><input type="checkbox"/> F. 8(a) SBA Awarded to Minority</p> <p><input type="checkbox"/> G. Personal Service Contract - Non-Minority</p> <p><input type="checkbox"/> H. Personal Service Contract - Minority</p> <p><input type="checkbox"/> I. Individual Non-Personal Service Contract - Non-Minority</p> <p><input type="checkbox"/> J. Individual Non-Personal Service Contract - Minority</p> <p><input type="checkbox"/> K. Not Small Business (Univ., Non-Profit, Large Firms) Non-Minority</p> <p><input type="checkbox"/> L. Not Small Business (Univ., Non-Profit, Large Firms) Minority</p> <p><input type="checkbox"/> M. U.S. Government</p> |
|---|--|--|

Total AID dollar funds available for payment and allotted to this contract. See the clause of the General Provisions entitled "Limitation of Funds" and the article of the Schedule entitled "Budget," if applicable.

\$2,500,000

Total Estimated Contract Cost \$2,500,000"

3. Article VI is deleted in its entirety and the following is substituted in lieu thereof:

"Article VI - Budget

From 4/1/77 to 3/31/80

Categories

1. Salaries & Wages	\$1,119,451
2. Fringe Benefits	93,506
3. Overhead	676,025
4. Subcontracts	83,857
5. Travel & Transportation	109,887
6. Allowances	78,811
7. Other Direct Costs	67,602
8. Equipment	60,705
9. Research Operations	197,153
10. In-Country Support	<u>13,000</u>
Total	\$2,500,000

Best Available Document

Total contract expenditures shall not exceed the total of the funds available. Within the total, the Contractor may adjust line item amounts as reasonably necessary for the performance of the work."

4. In Article IX, A, Reports, the following paragraph is added:

"In addition to the annual technical reports that are prepared to cover details of experimentation, pertinent action reports, accommodations related to the project requested by AID and regular annual reports, the following specific manuals/reports are required at the time of contract termination:

- a. Transfer Process
- b. Water User Association Brochure
- c. Water Course Improvement Manual
- d. Evaluation and Improvement of Irrigation Systems
- e. Evaluation and Improvement of Basin Irrigation
- f. Evaluation and Improvement of Border Irrigation
- g. Design of Jet Junctions
- h. Skimming Well Manual
- i. Calibration of Cutthroat Flumes
- j. Factors Affecting Losses From Indus Basin Irrigation Channels
- k. Water Course Cropping Systems
- l. Training Manual for Water Management Extension
- m. Water Users Associations (Pakistan)
- n. Final Contract Report

5. The following is added to Article IX, Special Provisions:

"B. Funding for graduate students will cease upon expiration of the contract. From July 1, 1979 - March 31, 1980, tuition will be reimbursed under this contract in lieu of overhead charges for graduate assistants participating in this project."

All other terms and conditions of the contract remain the same.

ORIGINAL

STANDARD FORM 30, JULY 1968
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF 2

1. AMENDMENT/MODIFICATION NO. 6		2. EFFECTIVE DATE 3/31/79		3. REQUISITION/PURCHASE REQUEST NO. PIO/T #391-0447-3-90110		4. PROJECT NO. (If applicable) 931-0489A	
5. ISSUED BY Agency for International Development Office of Contract Management Regional Operations Division - Asia Washington, D.C. 20523				6. ADMINISTERED BY (If other than block 5) CODE			

7. CONTRACTOR NAME AND ADDRESS Colorado State University Office of Contracts and Grants Fort Collins, Colorado - 80523		8. AMENDMENT OF SOLICITATION NO. _____ DATED _____ (See block 9)	
8. MODIFICATION OF CONTRACT/ORDER NO. <u>AID/ta-C-1411</u> DATED <u>4/1/77</u> (See block 11)			

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

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

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

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

10. ACCOUNTING AND APPROPRIATION DATA (If required)

App. No. 72-1191021.3
Allot. No. 943-50-391-00-69-91 (\$250,000 Increase)

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

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

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

(c) This Supplemental Agreement is entered into pursuant to authority of the Foreign Assistance Act of 1961, as amended,
It modifies the above numbered contract as set forth in block 12. and Executive Order 11223.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

The following modifications are hereby made to the contract:

- On the contract cover page, Total Estimated Contract Cost, "\$1,750,000" is deleted and "\$2,000,000" is substituted in lieu thereof.
- Article V of the schedule is deleted in its entirety and the following is substituted in lieu thereof:
"Article V - Estimated Contract Cost and Financing
The Contractor will be reimbursed for the costs incurred by him in performing services hereunder in accordance with the applicable provisions of the Schedule and the General Provisions, subject to the following limitation made in respect thereto:

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

CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 7 COPIES TO ISSUING OFFICE

16. DATE SIGNED 5/22/77		17. UNITED STATES OF AMERICA BY <u>Peter J. Howley</u> (Signature of Contracting Officer)	
18. NAME OF CONTRACTING OFFICER (Type or print) Peter J. Howley		19. DATE SIGNED MAY 29 1979	

NAME OF CONTRACTOR/OFFEROR Colorado State University		NAME AND TITLE OF SIGNER (Type or print) Assistant V.P. For Research	
NAME OF CONTRACTOR/OFFEROR <u>James F. Brown</u> (Signature of person authorized to sign)		NAME AND TITLE OF SIGNER (Type or print) Assistant V.P. For Research	

Total A.I.D. dollar funds available for payment and allotted to this contract. See the clause of the General Provisions entitled "Limitation of Funds" and the article of the Schedule entitled "Budget," if applicable.

\$2,000,000.

Total Estimated Contract Cost \$2,000,000."

3. Article VI is deleted in its entirety and the following is substituted in lieu thereof:

<u>"Article VI - Budget</u>	FR: 4/1/77
<u>Categories</u>	<u>TO: 7/31/79</u>
1. Salaries & Wages	\$889,187
2. Fringe Benefits	73,825
3. Overhead	528,121
4. Subcontracts	76,738
5. Travel & Transportation	87,603
6. Allowances	75,420
7. Other Direct Costs	67,260
8. Equipment	61,922
9. Research Operations	126,924
10. In-Country Support	<u>13,000</u>
Total	\$2,000,000

Total contract expenditures shall not exceed the total of the funds available. Within the total, the Contractor may adjust line item amounts as reasonably necessary for the performance of the work."

All other terms and conditions of this contract remain the same.

9

CONTRACT/GRANT/COOPERATIVE AGREEMENT DATA SHEET

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

SER/CM/SD/SUP Action
Office **ASIA**

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

PART IA.

5/8/79

Contractor/Grantee Name
COLORADO STATE

PIO/T Number 391-0447-3-90110	Appropriation Number 72-1191021.3	Allotment Number 943-50-391-00-69-91	Project Number 931-0489A
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Project Title
On-Farm Water Management - Colorado State University

Amount of this PIO/T \$250,000	Project Manager's Name and Office Symbol ASIA/TR, A, Lundberg	Contractor's D-U-N-S Number
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Negotiator's Typed Name J. C. UTRERA	Signature <i>[Signature]</i>	Date 5/30/79
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Contract/Grant Officer's Typed Name P. Howley	Signature <i>[Signature]</i>	Date
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PART IB.

Contract/Grant Number AID/ta-C-1411	Type Order	Order Number	Amendment/Modification Number 6	Date PIO/T Received by CM/SD/SUP or Mission Contract Office
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PART II.

Effective Date of Document 3/31/79	Signature Date of Document 5/29/79	Estimated Completion Date 3/31/79	Contract/Grant funded through (date) 3/31/80
Host Country Institution (University contract ONLY)	Campus Coordinator (University contract ONLY)	Amount Obligated/Deobligated/Subobligated by this Action \$250,000	Cumulative Obligation thru this Action \$2,000,000

PART III.

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

M03 - TYPE ACTION

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

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

M04 - CONTRACT/GRANT TYPE

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

*Complete ONLY through M51.

M05 - SELECTION PROCEDURES

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

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

M06 - TYPE SERVICE

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

M07 - TYPE CONTRACTOR/GRANTEE

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

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

M08 - TYPE AWARD

- A. SB Set-Aside - Awarded to Non-Minority
- B. SB Set-Aside - Awarded to Minority
- C. SB Not Set-Aside - Awarded to Non-Minority
- D. SB Not Set-Aside - Awarded to Minority
- E. 8(a) SBA Awarded to Non-Minority (Women-Owned, Veterans, etc.)
- F. 8(a) SBA Awarded to Minority
- G. Personal Service Contract - Non-Minority
- H. Personal Service Contract - Minority
- I. Individual Non-Personal Service Contract - Non-Minority
- J. Individual Non-Personal Service Contract - Minority
- K. Not Small Business (Univ., Non-Profit, Large Firms) Non-Minority
- L. Not Small Business (Univ., Non-Profit, Large Firms) Minority
- M. U.S. Government

(Continued on Page 2)

10

M09 - CONTRACTING PARTIES

- 1. Direct AID/W Executed Contract/Grant
- 2. Direct AID Mission Executed Contract/Grant
- 3. Host Country Grant Financed
- 4. Host Country Loan Financed
- 5. Host Country Contract/Grant Source of Finance Unknown

M10 - PRIVATE VOLUNTARY ORGANIZATION

- 1. U.S. Registered PVO
- 2. U.S. Non-Registered PVO
- 3. U.S. Cooperative
- 4. Foreign Cooperatives
- 5. Foreign PVO
- 6. Other (Specify) _____

M11 - ADVANCE

- 1. No Advance
- 2. Advance - Non-FRLC
- 3. Advance - FRLC

M12 - COUNTRY OF PERFORMANCE

(Specify) _____

M13 - Is any travel required outside U.S.?

- YES NO

M14 - CONTRACT/GRANT SOURCE

- 1. U.S. Contractor/Grantee
- 2. Non-U.S. Contractor/Grantee
- 3. Combination of 1 & 2

M15 - TYPE OWNERSHIP

- 1. American Oriental
- 2. Black American
- 3. American Aleuts or Eskimos
- 4. American Indian
- 5. Hispanic
- 6. Other (Specify) _____

M22 - CURRENCY INDICATOR

- 0. U.S. Dollar
- 1. Local Currency
- 2. Combination
- 3. Unfunded

M50 - SUBCONTRACTING CODE

- 0. 0 Dollars
- 1. 1 - 10,000 Dollars
- 2. 10,001 - 499,999 Dollars
- 3. 500,000 and over
- 4. Unknown

M51 - SUBCONTRACTOR TYPE AWARD

- A. Small Business Set-Aside Awarded to Non-Minority
- B. Small Business Set-Aside Awarded to Minority
- C. Small Business Not Set-Aside Awarded to Non-Minority

D. Small Business Not Set-Aside Awarded to Minority

E. 8(a) - SBA Awarded to Non-Minority (Women Owned, Veterans)

F. 8(a) - SBA Awarded to Minority

G. Personal Service Contract - Non-Minority

H. Personal Service Contract - Minority

I. Individual Non-Personal Service Contract - Non-Minority

J. Individual Non-Personal Service Contract - Minority

K. Not Small Business (Univ., Non-Profit, Large Firms) - Non-Minority

L. Not Small Business (Univ., Non-Profit, Large Firms) - Minority

M. U.S. Government

N. Unknown

M56 - SUBJECT TO STATUTORY REQUIREMENT

A. Walsh-Healey Act, Manufacturer*

B. Walsh-Healey Act, Regular Dealer*

C. Service Contract Act (U.S. ONLY - Guards, Maintenance, Laborers)

D. Davis-Bacon Act (Construction)

E. Not subject to Walsh-Healey, Service Contract or Davis-Bacon Act (Most AID Contracts)

*Equipment, Supplies, Materials, and Commodities

M57 - AFFIRMATIVE ACTION PLAN ON FILE

- YES NO

M58 - AFFIRMATIVE ACTION PLAN ON PREVIOUSLY HELD CONTRACTS

- YES NO

M60 - INCREMENTAL FUNDED CONTRACT

- YES NO

M61 - CONSULTANT TYPE AWARD

Is the Award for Consulting Type Service to AID?

- YES NO

M63 - EXTENT OF COMPETITION IN NEGOTIATION

- A1. Small Business Total Set-Aside
- A2. Small Business Partial Set-Aside
- A3. Labor Surplus Set-Aside
- A4. Labor Surplus/Small Business Set-Aside
- A9. Other (Specify) _____

NON-COMPETITIVE

- B1. Buy Indian
- B2. 8(a) Program

B3. Follow-on After Competition

B9. Other (Specify) _____

M65 - TYPE OF BUSINESS

E1. Source: Non-U.S. and Used Outside U.S. and Possessions

E2. Source: Non-U.S. and Possessions (Foreign Purchases Used Inside U.S.) (If U.S. Source, complete A thru D)

A1. Small Business - Disadvantaged 8(a)

A2. Small Business - Owned by Minority Group

A3. Other Small Business (including individuals)

B1. Large Minority Business

B2. Other Large Business

C1. Non-Profit Private Educational Organization

C2. Non-Profit Hospital

C3. Non-Profit Research Institution, Foundation, and Laboratories

C4. Other Non-Profit Institutions

D1. State/Local Government Educational Institution

D2. State/Local Government Hospital

D3. State/Local Government Research Organization

D4. Other State/Local (Specify) _____

M66 - COST ACCOUNTING STANDARDS

- Required Not Required

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

M68 - WOMEN OWNED BUSINESS

- YES NO

M69 - PERCENT FOREIGN CONTENT OF COMMODITIES AND SERVICES

M70 - LABOR SURPLUS AREA (LSA) PREFERENCE

(Location of Contractor)

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

NOTE: M03 thru M51 are required for AID reporting; M56 thru M70 are required for the Office of Federal Procurement Policy reporting. SER/CM has no control over those elements.

CM Action Office:

Section IA. Contractor/Grantee Name:

Colorado State U

Section IB. Contract/Grant Number:

TA-C-1411

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

M04 - CONTRACT/GRANT TYPE

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

M15 - TYPE OWNERSHIP

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

M37 - AFFIRMATIVE ACTION PLAN ON FILE

Yes
No

M38 - AFFIRMATIVE ACTION PLAN ON PREVIOUSLY HELD CONTRACTS

Yes
No

M60 - INCREMENTAL FUNDED CONTRACT

Yes No

M61 - CONSULTANT TYPE AWARD

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

M63 - EXTENT OF COMPETITION IN NEGOTIATION

- COMPETITIVE
A1. Small Business Total Set-Aside
A2. Small Business Partial Set-Aside
A3. Labor Surplus Set-Aside
A4. Labor Surplus/Small Business Set Aside
A9. Other Negotiated Competitive

NON-COMPETITIVE

- B1. Buy Indian
B2. 8(a) Program
B3. Follow-on After Competition
B9. Other Negotiated Non-Competitive

M65 - TYPE OF BUSINESS

- E1. Source: Non-U. S. and Used Outside U. S. and Possessions
E2. Source: Non-U. S. and Possessions (Foreign Purchases Used Inside U. S.)
A1. Small Business - Disadvantaged 8(a)
A2. Small Business - Owned by Minority Group
A3. Other Small Business (including individuals)
B1. Large Minority Business
B2. Other Large Business

- C1. Non-Profit Private Educational Organization
C2. Non-Profit Hospital
C3. Non-Profit Research Institution, Foundation, and Laboratories
C4. Other Non-Profit Institutions
D1. State/Local Government Educational Institution
D2. State/Local Government Hospital
D3. State/Local Government Research Organization
D4. Other State/Local

M66 - COST ACCOUNTING STANDARDS

Required
Not Required

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

N/A

M68 - WOMEN OWNED BUSINESS

Yes No

M69 - PERCENT FOREIGN CONTENT OF COMMODITIES AND SERVICES

0%

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

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

M12 - COUNTRY OF PERFORMANCE

Rajonal (Specify)

M05 - SELECTION PROCEDURES

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

M06 - TYPE SERVICE

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

M07 - TYPE CONTRACTOR/GRANTEE

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

M08 - TYPE AWARD

- A. SB Set-Aside - Awarded to Non-Minority
B. SB Set-Aside - Awarded to Minority
C. SB Not Set-Aside - Awarded to Non-Minority
D. SB Not Set-Aside - Awarded to Minority
E. 8(a) SBA Awarded to Non-Minority (Women-Owned, Veterans, etc.)
F. 8(a) SBA Awarded to Minority
G. Personal Service Contract - Non-Minority
H. Personal Service Contract - Minority
I. Individual Non-Personal Service Contract - Non-Minority
J. Individual Non-Personal Service Contract - Minority
K. Not Small Business (Univ., Non-Profit, Large firms) Non-Minority
L. Not Small Business (Univ., Non-Profit, Large firms) Minority
M. U. S. Government

M11 - ADVANCE

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

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

PERFORMANCE EVALUATION REPORT

INSTRUCTIONS:

A. PROJECT MANAGER: Complete original and three copies; detach two copies and make appropriate distribution in accordance with M.O. 1423.9.

B. CONTRACTING OFFICER: Review and sign form; retain copy for Contract File; forward original to CM/SB, A.I.D./W.

REPORT DATED 4/1/77 TO: 10/1/77

TYPE OF REPORT: INITIAL ANNUAL FINAL

A. GENERAL INFORMATION

1. NAME OF CONTRACTOR <u>Colorado State University</u>	2. CONTRACT NO/TASK ORDER NO. <u>TA-C-1411</u>	3. CONTRACT DURATION <u>3 years</u>	4. CONTRACT AMT. (CUM.) <u>1,750,000</u>
5. PROJECT TITLE <u>On - Farm Water Management</u>		6. PROJECT NO.	7. COUNTRY

B. CONTRACTOR PERFORMANCE RATING

1. EVALUATION FACTORS	CHECK, IF SIGNIFICANT	PERFORMANCE AGAINST PLAN (v)			
		NA	NEG.	AS PLANNED	SUPERIOR
a. Understanding project purpose				✓	
b. Planning to achieve purpose				✓	
c. Staff of proper size				✓	
d. Timely arrival of personnel				✓	
e. Technical qualifications of personnel				✓	
f. Responsiveness to A.I.D. Directions				✓	
g. Adherence to scope of work				✓	
h. Adherence to work schedule				✓	
i. Contractor's home office support				✓	
j. Relations with cooperating country nationals				✓	
k. Local staff training and utilization				✓	
l. Effective administration of participants				✓	
m. Management of commodities	✓				
n. Timely submission of required reports				✓	
o. Candor and usefulness of required reports				✓	
p. Other (specify)					

2. OVERALL EVALUATION

(v) Check one →

UNSATISFACTORY		SATISFACTORY			OUTSTANDING	
1	2	3	4	5	6	7
				✓		

3. If any factor is rated "negative" or if overall rating is unsatisfactory, describe underlying circumstances. Use additional sheets, if necessary.

C. SIGNATURES

1. PROJECT MANAGER		2. CONTRACTING OFFICER	
TYPED NAME <u>GILBERT L. COREY</u>	TYPED NAME <u>[Signature]</u>	TYPED NAME <u>[Signature]</u>	TYPED NAME <u>[Signature]</u>
SIGNATURE <u>[Signature]</u>	SIGNATURE <u>[Signature]</u>	SIGNATURE <u>[Signature]</u>	SIGNATURE <u>[Signature]</u>
MISSION/OFFICE SYMBOL <u>TA/AGR</u>	DATE <u>11/14/77</u>	MISSION/OFFICE SYMBOL <u>CM/COO/TAB</u>	DATE REVIEWED <u>11/17/77</u>

Mrs. Lewis

MEMORANDUM

Date: April 30, 1979

TO : Distribution

FROM : *rdh*
CM/SOD, Donald B. Dickie

SUBJECT: Contract No. AID/ta-C-1411 between A.I.D.
and Colorado State University.

This transmits one copy of a Negotiated Indirect Cost Rate Agreement dated April 16, 1979. This Agreement is also Amendment No. 5 to the subject Contract.

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

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

DISTRIBUTION:

CM/SD/SUP, Mrs. B. Lewis

CM/SD/SUP, Mr. G. Nell

SER/FM, Mr. W. McKeel

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

Contracting Officer, CM/ ROD/ASIA, Mr. P. Howley

Project Manager, ASIA/TR/ARD

USAID/

ORIGINAL

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

NEGOTIATED INDIRECT COST RATE AGREEMENT

Date: April 16, 1979

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

REFERENCE: DHEW Negotiation Agreement dated February 22, 1979

INSTITUTION Colorado State University
" Fort Collins, Colorado 80523
OTHER

PART I - NEGOTIATED INDIRECT COST RATES (%):

Type	Effective Period		Educational Service Agreement Rates	
	From	Thru	On-Campus	Off-Campus
Final	7-1-75	6-30-77	71.1	15.2
Final	7-1-77	6-30-78	78.0	19.1
Predetermined	7-1-78	6-30-80	78.0	19.1

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

Base of Application

Direct salaries and wages including PERA, But excluding other fringe benefits.

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

15

PART II – ITEMS NORMALLY TREATED AS DIRECT COSTS:

PART III – SPECIAL TERMS AND CONDITIONS:

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

<u>Contract/Grant No.</u>	<u>Amendment No.</u>	<u>Project Number</u>
AID/ta-C-1411	5	931-0489
AID/ta-C-1223	4	931-17-998-001
AID/afr-C-790	18	615-11-110-158
AID/afr-C-1387	1	690-11-120-031

ACCEPTED:

BY

James F. Brown

James F. Brown

PRINTED OR TYPED NAME

Assistant Vice President for Research

TITLE

DATE:

4/24/79

Donald Dickie

Donald Dickie

CONTRACTING OFFICER

Overhead and Special Costs Branch

Services Operations Division

Office of Contract Management

Agency for International Development

DISTRIBUTION

CM/ROD

CM/COD

OTHER

X

AFR

X

AN

X AAG/W

NE

PE

X CM/SD/SUP

LA

OTR

X SER/FM/ PAD

ASIA

CM/SOD
PDC

X DS/AGR

X ASIA/TR/ARD

X AFR/DR

DD

STANDARD FORM 30, JULY 1966 GENERAL SERVICES ADMINISTRATION FED. PROC. REG. (41 CFR) 1-16.101		AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		PAGE 1	OF 1
1 AMENDMENT/MODIFICATION NO 4		2 EFFECTIVE DATE See B1k19		3 REQUISITION/PURCHASE REQUEST NO 3177619	
4 PROJECT NO (If applicable) 931-0489		5 ISSUED BY Agency for International Development Office of Contract Management Central Operations Division Washington, D.C. 20523		6 ADMINISTERED BY (If other than block 5) Cognizant Technical Office: Bureau for Asia ASIA/TR/ARD	
7 CONTRACTOR NAME AND ADDRESS <i>(Street, city, county, state and ZIP Code)</i> Colorado State University Office of Contracts and Grants Fort Collins, Colorado 80523		8 AMENDMENT OF SOLICITATION NO _____ DATED _____ (See block 9) <input checked="" type="checkbox"/> MODIFICATION OF CONTRACT/ORDER NO AID/ta-C-1411 DATED 4/1/77 (See block 11)		9 THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS <input type="checkbox"/> The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods: (a) By signing and returning _____ copies of this amendment (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.	
10 ACCOUNTING AND APPROPRIATION DATA (If required) No Change					
11 THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (a) <input type="checkbox"/> This Change Order is issued pursuant to _____ The Changes set forth in block 12 are made to the above numbered contract/order. (b) <input type="checkbox"/> The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12. (c) <input checked="" type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of Foreign Assistance Act of 1961 as amended and Executive Order 11223 It modifies the above numbered contract as set forth in block 12.					
12 DESCRIPTION OF AMENDMENT/MODIFICATION The purpose of this amendment is to transfer management of this contract from the Bureau for Development Support to the Bureau for Asia without additional funding. 1. <u>Cover Page</u> - a. Under Administration By delete "CM/COD/TAB" and substitute in lieu thereof "CM/ROD/ASIA". b. Under Cognizant Scientific/Technical Office delete "TA/AGR/SWM" and substitute in lieu thereof "ASIA/TR/ARD". 2. <u>Article IX - Special Provisions</u> a. Wherever "TA/AGR" appears in the contract it should be deleted and "ASIA/TR" substituted in lieu thereof except under paragraph A(6), <u>Trip Reports</u> , where "ASIA/TR" should be added as receiving a copy of the reports. b. Delete paragraph F.1 in its entirety and substitute in lieu thereof the following: "International air transportation costs to and from Pakistan will be provided by USAID/Pakistan from Government of Pakistan-owned trust fund rupees. To furnish such funds, AID will issue Government Transportation Requests (GTR) for authorized personnel employed under this contract." <small>Except as provided herein all terms and conditions of the document referenced in block 8, as heretofore changed remain unchanged and in full force and effect.</small>					
13 <input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 8 COPIES TO ISSUING OFFICE					
14 NAME OF CONTRACTOR/OFFEROR Colorado State Univ. <i>(Signature of person authorized to sign)</i>			17 UNITED STATES OF AMERICA Agency for International Development <i>(Signature of Contracting Officer)</i>		
15 NAME AND TITLE OF SIGNER (Type or print) JAMES F BROWN Assistant V.P. For Research		16 DATE SIGNED 11/20/78		18 NAME OF CONTRACTING OFFICER (Type or print) Morton Darvin	
				19 DATE SIGNED 27 NOV 1978	

c. Add the following at the end of paragraph F.3:

"These services will be paid for by GOP trust fund rupees subject to availability of funds and the allowability of such costs. Otherwise the costs must be borne by the contract."

3. Article X - Federal Reserve Letter of Credit

Under Attachment E add paragraph (g) as follows:

On each voucher (SF 1034) submitted hereunder the following identification data will appear on the face of the voucher:

Contract: AID/ta-C-1411
Project: 931-G489A
Project Office: ASIA/TR/ARD

ACQUISITION ACTION DATA SHEET

CM Action Office: CSN#13

CM/SUP Action Monitor

B.C.

Section IA.

Contractor/Grant Name: Colorado St. Univ.

Section IB.

Contract/Grant Number: AID/ta-C-1411

Type Order:

Order No:

Amend/Modification No.: 4

Date PIO/T Rec'd CM/SUP or Mission Contract Office: 10 30 7.

PIO/T #: 3177619

APPRO. #: N/A

ALLOT. N/A

PROJECT #: 931-0489

PROJECT TITLE: On Farm Water Management (Colorado)

Amount of this PIO/T: -0-

Project Manager and Tech. Office: was DS/AGR/TSWM, S. Corey now ASIA/TR/ARD

Contractor's D-U-N-S No.:

Negotiator: K. BLUTEAU

Contract/Grant Office:

Darvin

Signature: K. Bluteau

Initials: MB

Section II.

Effective Date of Document: 11/27/78

Host Country Institution (Univ. only):

Signature Date of Document: 11/27/78

Campus Coordinator (Univ. only): Sharon Frantz

Est. Comp. Date: 3/31/80

Amount Obligated/Deobligated/or Subobligated

Contract/Grant funded through (date): 3/31/79

by this Action: -0-

Cumul. Obligation thru this Action: \$1,750,000

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

M03 - TYPE ACTION

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

If 1 - 3 circled, complete M12 only.

M06 - TYPE SERVICE

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

M04 - CONTRACT/GRANT TYPE

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

Complete only through M51. Complete only through M51.

M07 - TYPE CONTRACTOR/GRANTEE

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

M05 - SELECTION PROCEDURES

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

M08 - TYPE BUSINESS

- A. SB Set-Aside - Awarded to Non-Minority
- B. SB Set-Aside - Awarded to Minority
- C. SB Not Set-Aside - Awarded to Non-Minority
- D. SB Not Set-Aside - Awarded to Minority
- E. 8(a) SBA Awarded to Non-Minority (Women-Owned, Veterans, etc.)
- F. 8(a) SBA Awarded to Minority
- G. Personal Service Contract - Non-Minority
- H. Personal Service Contract - Minority
- I. Individual Non-Personal Service Contract - Non-Minority
- J. Individual Non-Personal Service Contract - Minority
- K. Not Small Business (Univ., Non-Profit, Large firms) Non-Minority
- L. Not Small Business (Univ., Non-Profit, Large firms) Minority
- M. U. S. Government

X19

- M09 - CONTRACTING PARTIES**
1. Direct AID/W Executed Contract/Grant
 2. Direct AID Mission Executed Contract/Grant
 3. Host Country Grant Financed
 4. Host Country Loan Financed
 5. Host Country Contract/Grant Source of Finance Unknown
- M10 - PRIVATE VOLUNTARY ORGANIZATION**
1. U. S. Registered PVO
 2. U. S. Non-Registered PVO
 3. U. S. Cooperative
 4. Foreign Cooperatives
 5. Foreign PVO
 0. Other than 1 thru 5 (Not PVO or COOP)
- M11 - BASIS FOR PAYMENT**
1. Reimbursement
 2. Non-FRLC - Advance
 3. Federal Reserve Letter of Credit - Advance
 4. Do Not Use
 5. Loan } Host Country Only
 6. Grant }
- M12 - COUNTRY OF PERFORMANCE**
_____(Specify)
- M13 - Is any travel required outside U. S.? Yes ___ No ___**
- M14 - CONTRACT/GRANT SOURCE:**
1. U. S. Contractor/Grantee
 2. Non-U. S. Contractor/Grantee
 3. Combination of 1 and 2
 - 4.
- M15 - TYPE OWNERSHIP**
1. American Oriental
 2. Black American
 3. American Aleuts or Eskimos
 4. American Indian
 5. Hispanic
 6. Other than 1 thru 5
- M22 - CURRENCY INDICATOR**
0. U. S. Dollar
 1. Local Currency
 2. Combination
 3. Unfunded
- M50 - SUBCONTRACTING CODE**
0. 0 Dollars
 1. 1 - 10,000 Dollars
 2. 10,001 - 499,999 Dollars
 3. 500,000 and over
 4. Unknown
- M51 - SUBCONTRACTOR TYPE BUSINESS**
- A. Small Business Set-Aside Awarded to Non-Minority
 - B. Small Business Set-Aside Awarded to Minority
 - C. Small Business Not Set-Aside Awarded to Non-Minority
 - D. Small Business Not Set-Aside Awarded to Minority
 - E. 8(a) - SEA Awarded to Non-Minority (Women Owned, Veterans)
 - F. 8(a) - SEA Awarded to Minority
 - G. Personal Service Contract - Non-Minority
 - H. Personal Service Contract - Minority
 - I. Individual Non-Personal Service Contract - Non-Minority
 - J. Individual Non-Personal Service Contract - Minority
 - K. Not Small Business (Univ., Non-Profit, Large Firms) - Non-Minority
 - L. Not Small Business (Univ., Non-Profit, Large Firms) - Minority
 - M. U. S. Government
 - N. Unknown
- M56 - SUBJECT TO STATUTORY REQUIREMENT**
- Walsh-Healey Act, Manufacturer } Equipment, Supplies,
 - Walsh-Healey Act, Regular Dealer } Materials, Commodities
 - Service Contract Act (U. S. only - Guards, Maintenance, Laborers)
 - Davis-Bacon Act (Construction)
 - Not subject to Walsh-Healey, Service Contract or Davis-Bacon Act (Most AID Contracts)
- M57 - AFFIRMATIVE ACTION PLAN ON FILE**
Yes _____
No _____
- M58 - AFFIRMATIVE ACTION PLAN ON PREVIOUSLY HELD CONTRACTS**
Yes _____
No _____
- M60 - INCREMENTAL FUNDED CONTRACT**
Yes _____ No _____
- M61 - CONSULTANT TYPE AWARD**
Is the Award for Consulting Type Services to AID?
Yes _____ No _____
- M63 - PERCENT OF COMPETITION IN NEGOTIATION**
- COMPETITIVE**
- Small Business Total Set-Aside
 - Small Business Partial Set-Aside
 - Labor Surplus Set-Aside
 - Labor Surplus/Small Business Set Aside
 - Other Negotiated Competitive
- NON-COMPETITIVE**
- Buy Indian
 - 8(a) Program
 - Follow-on After Competition
 - Other Negotiated Non-Competitive
- M65 - TYPE OF BUSINESS**
- Source: Non-U. S. and Used Outside U. S. and Possessions
 - Source: Non-U. S. and Possessions (Foreign Purchases Used Inside U. S.)
(If U. S. Source, A - D)
 - Small Business - Disadvantaged 8(a)
 - Small Business - Owned by Minority Group
 - Other Small Business (including individuals)
 - Large Minority Business
 - Other Large Business
 - Non-Profit Private Educational Organization
 - Non-Profit Hospital
 - Non-Profit Research Institution, Foundation, and Laboratories
 - Other Non-Profit Institutions
 - State/Local Government Educational Institution
 - State/Local Government Hospital
 - State/Local Government Research Organization
 - Other State/Local
- M66 - COST ACCOUNTING STANDARDS**
Required _____
Not Required _____
- M67 - NUMBER OF BIDDERS OFFERING ITEMS OR SERVICES OF FOREIGN CONTENT**

- M68 - WOMEN OWNED BUSINESS**
Yes _____ No _____
- M69 - PERCENT FOREIGN CONTENT OF COMMODITIES AND SERVICES**

- M70 - LABOR SURPLUS AREA (LSA) PREFERENCE (Location of Contractor)**
- Labor Surplus Area - No Preference
 - Labor Surplus Area - Tie Bid Preference
 - Not a Labor Surplus Area Preference Award
 - Total Labor Surplus/Small Business Set-Aside Preference
 - Total Labor Surplus Set-Aside Preference (P.L. 95-89)

(M03 - M51 are required for AID reporting; M56 - M69 are required for the Office of Federal Procurement Policy reporting. SER/CM has no control over those elements.)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 AMENDMENT/MODIFICATION NO **3** 2 EFFECTIVE DATE **See Blk.19** 3 REQUISITION/PURCHASE REQUEST NO 4 PROJECT NO (If applicable)

5 ISSUED BY **Agency for International Development
Office of Contract Management
Central Operations Division
Washington, D.C. 20523** CODE
6 ~~XXXXXXXXXXXX~~ CODE **Cognizant Technical Office:
Bureau for Development Support
DS/AGR/SWM**

7 CONTRACTOR NAME AND ADDRESS CODE FACILITY CODE
**Colorado State University
Office of Contracts and Grants
Fort Collins, Colorado 80523**
(Street, city, county, state and ZIP Code)
8 AMENDMENT OF SOLICITATION NO MODIFICATION OF CONTRACT/ORDER NO
AID/ta-C-1411
DATED **4/1/77** (See block 11)

ORIGINAL

**PM - G Corley
Neg - K Bluxton**

DATE **DS/AGR/75Wm**
(See block 9)

9 THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS
 The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers is extended, is not extended.
Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods:
(a) By signing and returning _____ copies of this amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10 ACCOUNTING AND APPROPRIATION DATA (If required)
No Change

11 THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS
(a) This Change Order is issued pursuant to _____
The Changes set forth in block 12 are made to the above numbered contract/order.
(b) The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.
(c) This Supplemental Agreement is entered into pursuant to authority of **Foreign Assistance Act of 1961 as amended and Executive Order 11223**
It modifies the above numbered contract as set forth in block 12.

12 DESCRIPTION OF AMENDMENT/MODIFICATION
The purpose of this amendment is to:
a. Add a line item entitled "In-Country Support" to the Budget.
b. Update Alterations in Contract.
1. Article VI - Budget - Delete in its entirety and substitute in lieu thereof the following:
Article VI - Budget

Categories	BUDGET		Total
	Projected Costs FR:4/1/77 TO:3/31/78	Projected Costs FR:4/1/78 TO:3/31/79	
Salaries & Wages	\$345,207	\$438,236	\$783,443
Consultants	11,259	51,847	63,106
Fringe Benefits	28,477	35,932	64,409

ORIGINAL

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

14 NAME OF CONTRACTOR/OFFEROR **COLORADO STATE UNIVERSITY** 17 UNITED STATES OF AMERICA AGENCY FOR INTERNATIONAL DEVELOPMENT
BY **James F. Brown** (Signature of person authorized to sign) BY **Morton Darwin** (Signature of Contracting Officer)

15 NAME AND TITLE OF SIGNER (Type or print) **JAMES F. BROWN
Assistant V.P. For Research** 16 DATE SIGNED **8/21/78** 18 NAME OF CONTRACTING OFFICER (Type or print) **Morton Darwin** 19 DATE SIGNED **20 AUG 1978**

Overhead	\$200,602	\$260,969	\$ 461,571
Travel & Transportation	37,439	40,579	78,018
Allowances	15,523	48,200	63,723
Other Direct Costs	25,646	33,029	58,675
Equipment	33,005	27,700	60,705
Research Operations	43,850	59,500	103,350
In-Country Support	--	13,000	13,000
Total	\$741,008	\$1,008,992	\$1,750,000

The Estimated Completion Date of the contract is March 31, 1980. When estimated costs, based on the availability of funds, are agreed to for the third year of the contract (April 1, 1979 to March 31, 1980) this Article will be amended to reflect these figures.

Total contract expenditures shall not exceed the total of the funds available. Within the total, the Contractor may adjust line item amounts as reasonably necessary for the performance of the work.

2. Article VIII - Alterations in Contract

- a. General Provision 35, "Listing of Employment Openings," is deleted in its entirety. In its place insert the attached General Provision entitled "Disabled Veterans and Veterans of the Viet Nam Era."
- b. General Provision 43, "Use of Government Facilities or Personnel," is attached hereto and is incorporated into the General Provisions of this contract.

DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(This clause shall be included in all contracts exceeding \$10,000)

(a) The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified.

The Contractor agrees to take affirmative action to employ, advance in employment, or otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

(b) The Contractor agrees that all suitable employment openings of the contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local Government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (d) and (e).

(c) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment

(d) The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment, and placement.

(e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

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

(g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular

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opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(h) As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and non-production; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings that are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

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

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

(4) "Openings which the contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.

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

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

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

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

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

GEN. PROV. 43

Use of Government Facilities or Personnel (May 1978)

- (a) The Contractor and any employee or consultant of the Contractor is prohibited from using U.S. Government facilities (such as office space or equipment) or U.S. Government clerical or technical personnel in the performance of the services specified in the Contract, unless the use of Government facilities or personnel is specifically authorized in the Contract, or is authorized in advance, in writing, by the contracting officer.
- (b) If at any time it is determined that the Contractor, or any of its employees or consultants have used U.S. Government facilities or personnel without authorization either in the Contract itself, or in advance, in writing, by the contracting officer, then the amount payable under the Contract shall be reduced by an amount equal to the value of the U.S. Government facilities or personnel used by the Contractor, as determined by the contracting officer.
- (c) If the parties fail to agree on an adjustment made pursuant to this clause, it shall be considered a "dispute," and shall be dealt with under the terms of the "Disputes" clause of the Contract.

ORIGINAL

MEMORANDUM

Date: August 3, 1977

TO : Distribution

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

SUBJECT: Contract _____ No. AID/ta-C-1411 between A.I.D.
and Colorado State University.

This transmits one copy of a Negotiated Indirect Cost Rate Agreement dated June 29, 1977. This Agreement is also Amendment No. 2 to the subject Contract.

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

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

DISTRIBUTION:

CM/SD/SUP, Mrs. G. Booker
 CM/SD/SUP, Mrs. E. Amis
 CM/SD/SUP, Mr. G. Nell
 SER/FM, Mr. W. McKeel
 AG/AUD, Mr. B. Abshire (2 copies)

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

Project Manager, TA/AGR, Mr. G. Corey

USAID/ _____

NEGOTIATED INDIRECT COST RATE AGREEMENT

Date: June 29, 1977

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

REFERENCE DHEW Negotiation Agreements dated October 24, 1975 and May 20, 1977

INSTITUTION Colorado State University
Fort Collins

OTHER Colorado 80521

PART I NEGOTIATED INDIRECT COST RATES (%):

Type	Effective Period		Educational Service Agreements (%)	
	From	Thru	On-Campus	Off-Campus
Final	7-1-69 ^{20/69}	6-30-73	74.9	17.8
Final	7-1-73	6-30-74	71.1	15.2
Predetermined	7-1-74	6-30-75	71.1	15.2
Provisional	7-1-75	6-30-77	71.1	15.2
Provisional	7-1-77	Until Amended	76.8	18.9

Best Available Document

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

Area of Application

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

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

X
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PART II / ITEMS NORMALLY TREATED AS DIRECT COSTS:

PART III - SPECIAL TERMS AND CONDITIONS:

Pursuant to § 7.3 705 of the Agency For International Development Procurement Regulations (AIDPR), the negotiated indirect cost rates set forth in Part I of this Agreement are incorporated into AID Agreements shown below. This Agreement shall not change any monetary ceiling, obligation, or specific cost allowance or disallowance provided for in the Contracts or Grants listed below or any other Agreement between the parties.

<u>Contract/Grant No.</u>	<u>Amendment No.</u>	<u>Project Number</u>
AID/fe-281	22	498-114-3-40002
AID/afr-425	13	618-602-3
AID/afr-790	13	615-11-110-158
AID/ta-C-1100	68 <i>W400</i>	931-17-120-489-73
AID/la-1121	1	522-11-999-000.1
AID/la-1140	1	527-11-110-060
AID/ta-BOA-1165	1	527-11-110-060
AID/ta-C-1223	23 <i>W400</i>	931-17-998-001-77
✓AID/ta-C-1411	±2 <i>W400</i>	931-0489A
AID/csd-2162	10	931-17-120-489-73
AID/csd-3617	1	931-11-999-003
AID/csd-3702	2	492-55-199-260

Best Available Document

ACCEPTED

BY

Max A. Binkley

 Max A. Binkley

PRINTED OR TYPED NAME

Vice President for Finance

TITLE

July 15, 1977

DATE

Donald B. Dickie

 Donald B. Dickie

CONTRACTING OFFICER

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

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X	SER/FM/ CSD		
X	LA/DR	X	TA/OST
X	AFR/ESA	X	TA/AGR
X	NE/RD	X	TA/TA C

WFO

6 JUL 1977

AMENDMENT/CONSOLIDATION/MODIFICATION OF CONTRACT

6
6

1 See #19 3177610 931-0489A

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

ORIGINAL

*Copy - G. Corey
Copy - E. Jordan
TA/AGR/SWN*

Colorado State University
Fort Collins, Colorado 80523

MODIFICATION OF CONTRACT/ORDER NO. AID/ta-C-1411

4-1-77

THE FOLLOWING IS A SUMMARY OF THE PROVISIONS OF THE CONTRACT...
The hour and date specified for receipt of Orders is extended...
The hour and date specified for receipt of the goods and services prior to the hour and date specified in the solicitation, or as amended by one of the following methods...

THE FOLLOWING IS A SUMMARY OF THE PROVISIONS OF THE CONTRACT...
X The contract is subject to the provisions of the Federal Acquisition Regulation (FAR) of 1961, as amended, and EO #11223.

A. Article II - Key Personnel

Delete in its entirety Paragraph "A" and insert in lieu thereof:

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

Best Available Document

<u>Individual</u>	<u>Position</u>
Gaylord V. Skogerboe	Codirector
W. D. Kemper	Codirector
John O. Reuss	Chief of Party"

B. Article V - Estimated Contract Cost and Financing

Delete in its entirety the wording following the word "NOTE" and insert in

COLORADO STATE UNIVERSITY
DEVELOPMENT AGENCY FOR INTERNATIONAL
James F. Brown
Director
Office of Sponsored Research
6-22-77
MORTON DARVIN
JUN 28 1977

lieu thereof:

"It is estimated that the aforesaid amount will be sufficient to complete the work for the first and second year of the project."

C. Article VII - Negotiated Overhead Rates

1. Delete the sentence which begins "The rate for..." and insert in lieu thereof:

"Pending establishment of final indirect costs rates for the initial period, provisional payments on account of allowable indirect costs shall be made on the basis of the following provisional rates applied to the base set forth below."

2. From the last sentence delete "Predetermined" and insert in lieu thereof "Postdetermined."

D. Article VIII - Alterations in Contract

1. Add as paragraph "F":

"F. The following changes are made to General Provision #17, Government Property:

(1) Delete in its entirety paragraph "(c) Title" and insert in lieu thereof:

"(c) Title. (1) Title to all Government-furnished property shall remain in the Government.

(2) Except as otherwise expressly provided elsewhere in this contract, title to all material, supplies, and equipment purchased or otherwise acquired by the Contractor, for the cost of which the Contractor is to be reimbursed as a direct item of cost, shall be and remain in the contractor subject to the provisions of subparagraph (3) of this paragraph:

Provided, however, That the Contractor shall not, under any Government contract or subcontract thereunder or under any Government grant, charge for any depreciation, amortization, or use of any property title to which remains in the Contractor pursuant to this subparagraph. The Contractor agrees to use and maintain such materials, supplies and equipment for the benefit of research of interest to the Government.

(3) With respect to items of equipment having an acquisition cost of \$1,000 or more, title to which

vests in the Contractor pursuant to subparagraph (2) of this paragraph, the Contractor agrees:

(i) To report such items to the Contracting Officer from time to time as they are acquired and to maintain a control system which will permit their ready identification and location; and

(ii) To transfer title to any such items to the Government, or to a third party designated by the Government, where the third party is eligible under existing statutes, in accordance with any written request therefor issued by the Contracting Officer at any time prior to final payment under this contract.

(4) All Government-furnished property, together with all property acquired by the Contractor, title to which vests in the Government pursuant to any other express provision of this contract, is subject to the provisions of this clause, and is hereinafter collectively referred to as "Government Property." Title to the Government property shall not be affected by the incorporation or attachment thereof to any property not owned by the Government, nor shall such Government property, or any part thereof, be or become a fixture or lose its identity or personality by reason of affixation to any realty."

(2) Delete in its entirety paragraph "(f) Risk of Loss" and insert in lieu thereof:

"(f) Risk of Loss.

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

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

(ii) Which results from a failure on the part of the Contractor, due to the willful misconduct or lack of

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

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

(iv) Which results from a risk expressly required to be insured under some other provision of this Contract, but only to the extent of the insurance so required to be procured and maintained, or to the extent of insurance actually procured and maintained, whichever is greater; or

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

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

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

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

(i) The lost, destroyed, and damaged Government property;

(ii) The time and origin of the loss, destruction,

or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

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

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

(3) Delete in its entirety paragraph "(h) Disposition of Government Property" and insert in lieu thereof:

"(h) Disposition of Government Property. Upon completion or expiration of this Contract, any Government property which has not been consumed in the performance of this Contract, or which has not been disposed of as provided for elsewhere in this clause, or for which the Contractor has not otherwise been relieved of responsibility, shall be disposed of in the same manner, and subject to the same procedures, as is provided in the clause of this Contract entitled "Termination for the Convenience of the Government" with respect to termination inventory. Pending final disposition of such property, the Contractor agrees to take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation thereof."

2. Add as paragraph "G"

"G with regard to General Provision No. 33, Language, Weights, and Measures, it is otherwise provided that whenever weights and measures are required or authorized, all quantities and measures shall be made, computed, and recorded in the metric and/or English system according to the standards of the country, the requirements of research program continuity and compatibility, and the scientific or engineering requirements of the contract "

C. Article IX - Special Provisions

1. A. Reports 2. Manuals and/or technical publications. Delete in its entirety the sentence that begins "These manuals and/or..." and insert in lieu thereof: "The cognizant technical office will determine the exact copies, not to exceed 1000 in each individual case, to be published of these manuals and/or technical publications. They will be published in monograph or book form with conventional, including mechanical binding and with good quality printed covers and paper."

2. Add as paragraph "A.9":
"A. Reports

9. The Contractor shall prepare a quarterly report addressing the status of major activities within the annual work plan, which shall be prepared by the Chief of Party and distributed to USAID/PAK, TA/AGR, and the Campus Coordinator. The activities to be covered shall be agreed upon by the Chief of Party, USAID/PAK, TA/AGR, and the Campus Coordinator."

3. Delete in its entirety the wording under "B Travel Clearances" and insert in lieu thereof:

"The Contracting Officer hereby gives the required approval for individuals required to travel outside the United States; provided, however, that concurrence with the assignment and/or travel of any and all such individuals is obtained in writing from the Cognizant Technical Office prior to their assignment and/or travel. This approval shall not apply to any other clause or provision of this contract with respect to the Contracting Officer's approvals."

F. Article X - Federal Reserve Letter of Credit

From paragraph "(a)" delete "\$1,750,000" and insert in lieu thereof "\$1,712,000."

COST REIMBURSEMENT CONTRACT WITH AN EDUCATIONAL INSTITUTION

Ed Thomas
G. Corey
 AID/ta-C-1411

AGENCY FOR INTERNATIONAL DEVELOPMENT NEGOTIATED CONTRACT NO. AID/ta-C-1411	
NEGOTIATED PURSUANT TO THE FOREIGN ASSISTANCE ACT OF 1961, AS AMENDED, AND EXECUTIVE ORDER 11223	TOTAL ESTIMATED CONTRACT COST \$1,750,000 FUNDS OBLIGATED TA/AGR
CONTRACT FOR: On-Farm Water Management	CONTRACTOR (Name and Address) SUETC Colorado State University
PROJECT NO. 931-0489A	NAME
ISSUING OFFICE (Name and Address) Central Operations Division Office of Contract Management Agency for International Development Washington, D.C. 20523	STREET ADDRESS Fort Collins, Colorado 80523
ADMINISTRATION BY CM/COD/TAB	CITY, STATE, AND ZIP CODE
MAIL VOUCHERS (Original and 3 copies) TO: Office of Financial Management, FM/CSD Agency for International Development Washington, D.C. 20523	COGNIZANT SCIENTIFIC TECHNICAL OFFICE TA/AGR/SWM
EFFECTIVE DATE April 1, 1977	ACCOUNTING AND APPROPRIATION DATA PROJECT NO. 3177610 3177619 APPROPRIATION NO. 72-11X1023 ALLOTMENT NO. 402-31-099-00-22-71
	ESTIMATED COMPLETION DATE March 31, 1980

The United States of America, hereinafter called the Government, represented by the Contracting Officer executing this Contract, and the Contractor, an educational institution chartered by the State of Colorado with its principal office in Fort Collins, agree that the Contractor shall perform all the services set forth in the attached Schedule, for the consideration stated therein. The rights and obligations of the parties to this contract shall be subject to and governed by the Schedule and the General Provisions. To the extent of any inconsistency between the Schedule and the General Provisions and any specifications or other provisions which are made a part of this contract, by reference or otherwise, the Schedule or the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

This Contract consists of this Cover Page, the Table of Contents, and the Schedule consisting of _____ pages, the General Provisions (Form AID 1420-23C), dated 7-1-76, and the Additional General Provisions (Form AID 1420-23D), dated 7-1-76.

NAME OF CONTRACTOR COLORADO STATE UNIVERSITY	UNITED STATES OF AMERICA AGENCY FOR INTERNATIONAL DEVELOPMENT
BY (Signature of authorized individual) <i>George G. Olson</i>	BY (Signature of Contracting Officer) <i>[Signature]</i>
TYPED OR PRINTED NAME George G. Olson	TYPED OR PRINTED NAME
TITLE Associate Vice President For Research	CONTRACTING OFFICER
DATE APR 27 1977	DATE MAY 2 1977

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SCHEDULE
COST REIMBURSEMENT CONTRACT WITH
AN EDUCATIONAL INSTITUTION

TABLE OF CONTENTS

SCHEDULE

The Schedule, on pages 1 through 8 , consists of this Table of Contents and the following Articles:

- Article I - Statement of Work
- II - Key Personnel
- III - Changes in Research Methods, Procedures, Objectives, or Phenomena Under Study
- IV - Period of Contract Services
- V - Estimated Contract Cost and Financing
- VI - Budget
- VII - Negotiated Overhead Rates
- VIII - Alterations in Contract
- IX - Special Provisions X - Federal Reserve Letter of Credit

GENERAL PROVISIONS

1. The General Provisions applicable to this contract consist of form AID 1420-23C entitled "General Provisions - Cost Reimbursement Contract with an Educational Institution," dated 7-1-76, which includes provisions 1 through 38; and form AID 1420-23D entitled "Additional General Provisions - Cost Reimbursement Contract with an Educational Institution," dated 7-1-76 , which includes provisions 1 through 17.

Article I - Statement of Work

The Contractor shall perform the research set forth in the Plan of Work of Attachment A.

Article II - Key Personnel

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

Key personnel:

Gaylord V. Skogerboe	Agricultural Engineer
W. D. Kemper	Agronomist

- B. The personnel specified above are considered to be essential to the work being performed hereunder. Prior to making any change in the key personnel, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. The listing of key personnel may, with the consent of the contracting parties, be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.
- C. (1) The Contractor shall obtain A.I.D.'s approval to change the principal investigator or project leader, or to continue the research work during a continuous period in excess of three months without the participation of the approved principal investigator or project leader.
- (2) The Contractor shall consult with A.I.D. if the principal investigator plans to, or becomes aware that he will, devote substantially less effort to the work than anticipated in the Operational Plan. If A.I.D. determines that the reduction of effort would be so substantial as to impair the successful prosecution of the research, A.I.D. may request a change of principal investigator, terminate the research effort or make any other appropriate modification of the research agreement.

Article III. - Changes in Research Methods, Procedures, Objectives or Phenomena Under Study

- A. The principal investigator may change the methods and procedures employed in performing the research without making special reports on proposed actions or obtaining A.I.D. approval. However, significant changes in methods or procedures shall be reported to the Government in periodic or final technical reports. In the event the methodology or experiment is stated as a specific objective of the research work, any changes to either fall within the scope of paragraph B. below.
- B. The stated objectives of the research effort shall not be changed, except with the prior approval of the Contracting Officer.
- C. The phenomenon or phenomena under study, i.e., the broad category of research, shall not be changed except with the prior approval of the Contracting Officer.

Article IV. - Period of Contract Services

The effective date of this Contract is April 1, 1977, and the estimated completion date of work, including final report(s), under this Contract is March 31, 1980.

Article V. - Estimated Contract Cost and Financing

The Contractor will be reimbursed for the costs incurred by him in performing services hereunder in accordance with the applicable provisions of the Schedule and the General Provisions, subject to the following limitation made in respect thereto:

Total A.I.D. dollar funds available for payment and allotted to this Contract. See the clause of the General Provisions entitled "Limitation of Funds" and the article of the Schedule entitled "Budget", if applicable. \$1,750,000

Total Estimated Contract Cost \$1,750,000

NOTE: It is estimated that the aforesaid amounts will be sufficient to complete the work required hereunder as set forth in the Schedule article entitled "Statement of Work."

Article VI. - Budget

<u>Categories</u>	<u>FR: 4/1/77</u> <u>TO: 3/31/78</u>	<u>FR: 4/1/78</u> <u>TO: 3/31/79</u>	<u>TOTAL</u>
1. Salaries & Wages	\$418,389	\$482,046	\$ 900,435
2. Fringe Benefits	39,059	45,320	84,379
3. Overhead	173,051	189,871	362,922
4. Consultants	2,500	3,500	6,000
5. Travel & Transportation	64,476	30,513	94,989
6. Allowances	48,429	50,987	99,416
7. Other Direct Costs	48,149	48,563	96,712
8. Equipment	34,297	27,700	61,997
9. Research Operations	<u>21,650</u>	<u>21,500</u>	<u>43,150</u>
TOTAL	\$850,000	\$900,000	\$1,750,000

The Estimated Completion Date of the Contract is March 31, 1980. When estimated costs, based on the availability of funds, are agreed to for the third year of the contract (April 1, 1979 - March 31, 1980) this Article will be amended to reflect these figures.

Total contract expenditures shall not exceed the total of the funds available. Within the total, the Contractor may adjust Line Item amounts as reasonably necessary for the performance of the work.

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Article VII. - Negotiated Overhead Rates

Establishment of Provisional Indirect Cost Rates

Pursuant to the provisions of the clause of the General Provisions of this Contract entitled "Negotiated Overhead Rates" a rate or rates shall be established for each of the Contractor's accounting periods during the term of the Contract. The rate for the initial periods shall be as set forth below:

	<u>Rate</u>	<u>Base</u>	<u>Period</u>
On Campus	64.0%	Home Office Personnel and Fringe Benefits	From: 4/1/77 To: Until Amended
Off Campus	16.7%	Off-campus Personnel and Fringe Benefits	From: 4/1/77 To: Until Amended

Predetermined indirect cost rates for subsequent periods shall be established in accordance with the terms of the "Negotiated Overhead Rates" clause of this Contract.

Article VIII. - Alterations in Contract

- A. Add as General Provision No. 39, Patent Rights Acquisition By The Government (Attachment B).
- B. Add as General Provision No. 40, Clean Air and Water (Attachment C).
- C. Add as General Provision No. 41, Cost Accounting Standards (Attachment D).
- D. Add as General Provision No. 42, Preference for U. S. Flag Air Carriers:

"General Provision No. 42 - Preference for U. S. Flag Air Carriers

(a) Pub.L.93-623 requires that all Federal agencies and Government contractors and subcontractors will use U. S. flag air carriers for international air transportation of personnel (and their personal effects) or property to the extent service by such carriers is available. It further provides that the Comptroller General of the United States shall disallow any expenditure from appropriated funds for international air transportation on other than a U. S. flag air carrier in the absence of satisfactory proof of the necessity therefor.

(b) The contractor agrees to utilize U. S. flag air carriers for international air transportation of personnel (and their personal effects) or property to the extent service by such carriers is available.

(c) In the event that the contractor selects a carrier other than a U. S. flag air carrier for international air transportation, he will include a certification on vouchers involving such transportation which is essentially as follows:

technical publications will be published not less than 1000 copies each and in monograph or book form with conventional, including mechanical binding and with good quality printed covers and paper. The manual format will be approved by AID prior to publication. These publications will be disseminated to AID/Washington and Missions, appropriate LDC development, research and academic institutions, and others in consultation with AID. AID will assist the contractor to develop a comprehensive distribution list for this purpose. All manuals will be reviewed and approved by AID prior to publication.

3. Annual technical reports will be prepared covering the details of all experimentation, pertinent actions, reports, and communications related to the project. This is to be considered a working document for the contractor, its cooperators, and AID. Only limited distribution is anticipated. This will not replace the abbreviated annual report called for under (a) above which receives wide distribution.
4. Other reports relating to the project as the contractor and/or AID project officer deem appropriate.
5. Other publication and symposia/conference on research will be used to disseminate information as deemed appropriate by the contractor and/or the AID project officer.
6. Trip Reports - After completion of each TDY assignment a trip report will be prepared giving details of itinerary, work schedules, accomplishments, and suggestions resulting therefrom. Copies of the reports should be sent by the contractor to TA/AGR, involved Missions, and host country cooperators.
7. The contractor shall submit three copies of all reports listed as being a product of the contract (administrative, progress, final and technical reports containing R&D findings) to the Documentation Coordinator, TA/PPU/EUI, Technical Assistance Bureau, Agency for International Development, Washington, D.C. 20523, or his designee. Such reports shall include a title page showing the title of the report, project title as set forth in this contract (or grant) and the contract number. One copy of each report shall be clearly typed or printed on white paper so that it may be photographed to produce a microfilm master. Technical reports shall be accompanied by an author-prepared abstract.
8. Within two months after the effective date of this contract the contractor, in coordination and agreement with the AID project manager, will have developed and submitted to AID/TA/AGR a finalized Critical Performance Indicator (CPI) Network which will be based on the preliminary pre-contract CPI Network already developed. The contractor will then report to the AID project manager on the status of each CPI during the month it occurs and will note whether the CPI will have been achieved or missed by the end of that month and the effect of any missed CPI on the

project and corrective actions to be taken. The contractor should also report, in advance, on any CPIs which it anticipates will be missed in the future and planned actions to overcome such eventualities. Revised CPI networks will be developed by the contractor in agreement with the AID Project Manager as appropriate.

B. Travel Clearances

Prior to travel overseas by contractor personnel, the contractor will acquire clearances from relevant AID mission/representatives in the developing countries and from the AID Regional Bureaus concerned.

C. Cooperation with Cornell

The contractor will cooperate with personnel from Cornell University who are working on the AID funded research project entitled "Determinants of Irrigation" and share with them appropriate data on social, institutional and economic aspects of the research and other advice and expertise derived from their research experiences.

D. Annual Work Plans

The contractor will prepare annual work plans which separate each activity into an estimated schedule of events, an assignment of personnel requirements and responsibilities, a listing and scheduling of inputs and expected outputs. The AID Mission/Pakistan, the host government and AID project manager will assist with its preparation. The plans will be approved by TA/AGR, the AID Pakistan Mission and the contractor. The host government will be fully informed of these plans. The plans will be prepared approximately two months prior to the beginning of the contract year. The preparation of annual work plans will be preceded by annual evaluations conducted by TA/AGR, the Mission and Regional Bureau representatives.

E. Comprehensive Formal Evaluation

A comprehensive formal evaluation will be held between the 18th and 24th month of the contract. This will be done by a team of experts who will intensively review field and campus activities in order to make recommendations on progress and any special needs for completing the outputs. An evaluation will be made at that time regarding the need for further TAB inputs relative to the utilization of this project on a global scale.

F. AID Mission Pakistan Support

1. Travel to Pakistan shall be funded from U. S. owned local currency which AID has determined to be in excess of its needs. To furnish such funds, AID will issue Government Transportation Requests (GTR) for authorized international travel of personnel employed under this contract.

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2. Whenever travel to Pakistan is contemplated, the Contractor shall specifically request a GTR in the request for approval of travel required by Additional General Provision No. 3 entitled "Personnel" (as modified) and this Article IX, paragraph B.
3. The following list includes, but is not limited to, those items and services which shall be furnished or be paid for by the USAID Mission to Pakistan:
 - a. Housing & utilities
 - b. In-country travel
 - c. Air freight
 - d. Sea freight
 - e. Miscellaneous personal and project support facilities and services

G. Continuing Program

All operations, personnel, equipment and facilities provided or utilized under Contract No. AID/ta-C-1100 and necessary in the performance of this contract as determined by the statement of work specified in Article I shall be continued and carried forward.

Article X - Federal Reserve Letter of Credit

The Federal Reserve Letter of Credit (FRLC) provision is contained in Attachment E.

PLAN OF WORK
ON-FARM WATER MANAGEMENT
DEVELOPMENTAL RESEARCH

I. General Objective

The general objective of this research is to develop, design and implement guidelines for improving irrigation water use efficiency and effectiveness on farms.

II. Specific Work Plan

A. General Activities

Any technological improvement must be acceptable to those who will provide for, utilize, and manage it. It is therefore essential that the research on this project take account the special needs of the farmer including the interrelationships among technology, institutions and the prevailing economic, social and cultural factors. Therefore, the laboratory for the research will be primarily the farmer operated and managed sub-irrigation system. This included the water transport system among farms and on farms, the crop fields, and the institutional and procedural arrangements involved in managing the water supply.

Previous work on this project has identified several acceptable technologies for improvement. Under this contract the contractor will test and evaluate these separately and in combination under farmer conditions. Most research will be conducted on watercourse areas being pilot tested under the USAID/Pakistan On-Farm Water Management project No. 391-4130, hereafter referred to as the "pilot project." This large-scale "pilot project" will require considerable technical assistance effort from the contractor to develop training materials and trainers, for the variety of functions required in the integrated package of improvements. An important aspect of this program will involve organizing farmers on watercourses to effectively implement the management program, as well as insure the continued usefulness of the improvements through effective operation and maintenance procedures in succeeding years.

The contractor will conduct a two pronged research program involving: (1) the study of problems, constraints, procedures, training, institutional, technical and economic requirements associated with implementing, managing, and maintaining the improvements, and; (2) the articulation of results (especially the investigative and procedural requirements for technology selection and implementation) clearly and concisely and in a format readily usable in other socio-economic environments.

The technologies to be tested and evaluated by the contractor include: (a) watercourse improvement, (b) improved structures for water control, (c) land shaping and farm field layout, (d) augmentation

of water supply with wells and on-farm storage, and (e) optimal utilization of increased water supplies. The contractor will provide technical services to ensure that these technologies are installed on at least ten (10) watercourse areas. These areas will preferably be a part of the "pilot project." However, in case that project is unduly delayed or fails, the contractor will provide the same services to install the improvements on ten areas through the research project agreements between USAID and WAPDA and/or USAID and the Punjab Department of Agriculture under which the contractor-Colorado State University is Presently working. These watercourse areas will become the principal laboratory areas for the research. Since the contractor will address the technical, training, institutional, and economic aspects of implementation and management of the improvements, data collection on these areas will be necessary throughout the implementation, management, and maintenance process.

B. Specific Activities

1. Technical Activities

The contractor will give technical guidance on the watercourse rehabilitation and land leveling aspects of the "pilot project" being especially careful that these components are technically correct on all watercourse areas comprising the laboratory for this research. A series of watercourses will be reconstructed with concrete and masonry control devices at every major junction and outlet. Existing ditch banks will be removed and the watercourse will be reconstructed to proper channel size and elevation, compacting the earth in the banks. The labor will be provided by the farmers. These reconstructed watercourses will be designed on the basis of a complete topographic map of the area, measurements of the flow to be handled, the number and position of structures and culverts needed and basic principles of open channel flow. As each watercourse is completed and evaluated, utilizing benchmark data compared with improved conditions, the lessons will be used to refine guidelines for future watercourse improvement projects.

The contractor will also test "essential improvements program." This will involve minimum engineering and capital outlay. Losses at degraded junctions will be reduced by filling borrowed areas and bringing watercourse banks to proper cross sections. Observable leakage through banks will be stopped by simple core compaction techniques. Degradation and subsequent leakage due to animal traffic will be minimized by designing and constructing compacted earth watering and bathing stations and sediment will be controlled with earthen sediment traps. One or two major junctions will be improved with concrete control structures when the farmers have finished their earthen improvements and they will be given cost information. The farmers may then decide to invest in more of these structures. The professional services will be provided primarily by extension agents who will have had special short course training provided by the contractor.

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The contractor will determine the maintenance and educational requirements of precision land leveling to ensure that properly designed and constructed fields remain in good order.

The research will include an analysis of crop water needs and cropping patterns to efficiently utilize water. Obviously, it is not possible to include all crops and related variables in such a program. Therefore, a synthesis of cropping recommendations and related cultural practices appropriate to the increased water supplies will be field tested with farmer cooperators. The approach will be to use water requirements as a focal point. Climatic records will be examined and water needs for various crops as a function of time computed for normal and dry years. Cropping mix, planting dates, or irrigation practices will be shifted to best match the available water supply to the needs of the crop. Such programs will be tested in farmer cooperators' fields. The research component will consist of documenting the performance of the improved cropping system as compared to previous or unimproved systems.

Field evaluations of tubewells and pumping devices will be made to develop guidelines for designing and operating skimming wells such that water of satisfactory quality (salinity) can be safely extracted.

2. Training Activities

The contractor will provide personnel assistance (for the "pilot project") in design of a training program. This will include development of materials and methodologies for implementation and evaluation. Major inputs will be organization, development of training methods and materials, and training and evaluating trainers and trainees. Evaluation and refinement of the program will be major activities during both the classroom and on-the-job training periods.

The entire training project experience will be analyzed and developed into a manual which describes and recommends minimum training requirements for various aspects of the water management improvement process. The evaluation will include selection of trainees, methods for training, and content of material to be taught. Throughout the training exercise, the contractor will assay the possibility and feasibility of developing a worldwide or regional training center in the field of water management development. In this effort, linkages with other agencies (IRRI, SEARCA, East West Center for example) will be examined.

3. Institutional Activities

In order that improved farmer operated irrigation systems can be maintained and managed properly, the farmers must be organized in some manner. The contractor will develop

evaluative tools to measure effectiveness of farmer organization and with these tools evaluate a representative number of farmer organizations formed under the "pilot project." The interrelationships between these organizations and the individual farmer and the relevant government institutions will be identified and evaluated.

4. Economic Activities

A major focus over the contract period will be given to several types of economic analyses to determine the cost/benefits ratios of alternative technologies and methods for watercourse improvements, increasing cropping intensities, and improving irrigation and cropping practices. These economic studies are of critical importance for policy makers in planning both short and long term research and development programs on a country wide basis.

Water Management alternatives will be analyzed using cost-benefit methods to determine the relative value of various combinations of technologies for varying water supply situations over various time periods.

Specific economic studies will focus on the following areas: (1) Economic benchmark studies of ten pilot experimental watercourse areas to document the economic benefit-cost ratios resulting from specific technologies. These studies will document the costs of labor and materials and determine the increases in cropping intensities, crop yields, and net farm income resulting from adaptation of technologies; (2) Farm management studies to ascertain alternative changes in cropping intensities and crop mixes to increase net farm income resulting from the increased water supplies due to reduction of water losses and improved field application practices. Special focus will be given to small and medium sized farms. (3) Costs of production of water from private (both diesel and electric) tubewells will be analyzed. The relationship between degree of utilization and availability and dependability of canal water supplies will also be studied. Data on the productive life of different tubewell and pump components as well as actual pumping rates will be collected and analyzed; (4) An intensive socioeconomic benchmark evaluation will be made on a sample of the 1500 watercourse areas under the "pilot project." The methodologies and socioeconomic analyses will be specified and documented such that replication of the process with site specific data can be accomplished expeditiously.

5. Utilization and Extension Activities

The results of the research efforts in Pakistan under this and previous contracts will be presented in a set of manuals which can be utilized in other LDCs to identify farmer irrigation water management problems and to select and implement solutions in a manner consistent with their own social, economic,

and physical constraints.

A manual of first importance is a description of the methodology or systematic process (herein called the transfer model) which has evolved from the research experience in Pakistan. This process of problem identification, development of appropriate solutions, and demonstration soon farmers fields preceding full-scale implementation will be defined in sufficient detail that others could utilize it in developing and implementing on-farm water management programs. The development of the transfer model will begin immediately since it involves the synthesis and articulation of all aspects of the project into a model which can be utilized by others in other places. A preliminary description will be presented to AID where it will be extensively reviewed in TAB, Regional Bureaus, and selected Missions. The model will be finalized as the research and development phases are concluded and the technological components of the management improvement processes are formalized. The process (model) description will be developed by all disciplines involved in the project with assistance from AID/W and the Mission in Pakistan as representatives of the donor agency.

A by-product of the transfer model is a set of technologies which have proved to be successful in Pakistan in improving irrigation water management. Each of these will be presented in manual form. The material will be presented such that another LDC can utilize the manual to make a determination as to whether the particular technology is socially, economically, and technically acceptable in its environment. If it is found to be acceptable, the manual will also contain detailed instructions on how to implement and manage it. Specific subject matter to be covered in these technological manuals will include:

- a) watercourse improvement,
- b) land shaping and field arrangement for efficient use
- c) crops and cropping patterns for efficient utilization,
- d) institutional and organizational needs,
- e) system maintenance
- f) augmentation of supply by wells and farm storage

One of the most important aspects of the water management research experience in Pakistan is determining the degree of transferability of the research results. Although there is considerable confidence that much of the research findings have value in other LDCs, this must be documented by and in other LDCs. Contractor professionals and in some cases their Pakistani counterparts will provide limited technical assistance to AID for irrigation water management project planning and evaluation. Approximately the equivalent of one full-time professional will be allotted from project funds for this purpose. Specific Mission request will be reviewed by TAB

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and the Contractor to determine relevance and availability of suitable technicians. Two purposes will be served by this activity. The Missions will receive needed technical assistance for project development and/or evaluation and Colorado State will gain experience and data valuable in refining the transfer process and determining the transferability of the Pakistan water management project. It will also serve to acquaint project personnel with AID's project development process.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Minimum rights to the Contractor. (1) The Contractor reserves a revocable, nonexclusive, royalty-free license in each patent application filed in any country on a Subject Invention and any resulting patent in which the Government acquires title. The license shall extend to the Contractor's domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a part and shall include the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Best Available Document

CLEAN AIR AND WATER (FIR 1-2 2302-2) (AUG 1975)

(Applicable only if the contract exceeds \$100,000, or the contracting officer has determined that orders under an indefinite quantity contract in any one year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or the contract is not otherwise exempt.)

(a) The Contractor agrees as follows:

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

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

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

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

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

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

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

(3) The term "clean air standards"

means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11733, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1857c-5(d)), an approved implementation procedure or plan under section 111(c) or section 111(d), respectively of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

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

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

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

COST ACCOUNTING STANDARDS

(a) Unless the Cost Accounting Standards Board, or the General Services Administration in the case of non-defense contracts, has prescribed rules or regulations exempting the Contractor or this Contract from standards, rules, and regulations promulgated pursuant to 50 U.S.C. App. 2168 (P.L. 91-379, August 15, 1970), or other statutory authority, the Contractor, in connection with this Contract shall:

(1) By submission of a Disclosure Statement, disclose in writing his cost accounting practices as required by regulations of the Cost Accounting Standards Board. The required disclosures must be made prior to contract award unless the Contracting Officer provides a written notice to the Contractor authorizing postaward submission in accordance with regulations of the Cost Accounting Standards Board. The practices disclosed for this Contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contains this Cost Accounting Standards clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement will not be released outside of the Government.

(2) Follow consistently the cost accounting practices disclosed pursuant to (1), above, in accumulating and reporting contract performance cost data concerning this Contract. If any change in disclosed practices is made for purposes of any contract or subcontract subject to Cost Accounting Standards Board requirements, the change must be applied prospectively to this Contract, and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this Contract is affected by such changes, adjustment shall be made in accordance with subparagraph (a)(4) or (a)(5), below, as appropriate.

(3) Comply with all Cost Accounting Standards in effect on the date of award of this Contract or if the Contractor has submitted cost or pricing data, on the date of final agreement on price as shown on the Contractor's signed certificate of current cost or pricing data. The Contractor shall also comply with any Cost Accounting Standard which hereafter becomes applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

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

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

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if he or a subcontractor fails to comply with an applicable Cost Accounting Standards or to follow any practice disclosed pursuant to subparagraphs (a)(1) and (a)(2), above, and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States together with interest thereon computed at the rate determined by the Secretary of the Treasury pursuant to P.L. 92-41, 85 Stat. 97, or 7 per cent per annum whichever is less from the time the payment by the United States was made to the time the adjustment is effected.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable Cost Accounting Standard, rule, or regulation of the Cost Accounting Standards Board and as to any cost adjustment demanded by the United States, such failure to agree shall be a dispute concerning a question of fact within the meaning of the Disputes clause of this Contract.

(c) The Contractor shall permit any authorized representatives of the head of the agency, of the Cost Accounting Standards Board, or of the Comptroller General of the United States to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which he enters into the substance of this clause except paragraph (b), and shall require such inclusion in all other subcontracts of any tier, except that this requirement shall apply only to negotiated subcontracts in excess of \$100,000 where the price negotiated is not based on:

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

(2) Prices set by law or regulation, and except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to accept the Cost Accounting Standards clause by reason of Para. 331.30(b) of Title 4, Code of Federal Regulations (4 CFR 331.30(b)) or Para. 1-3.1203 (a)(2) of Title 41, Code of Federal Regulations (41 CFR 1-3.1203(a)(2)). However, if this is a contract with an agency which permits subcontractors to appeal final decisions of the Contracting Officer directly to the head of the agency or his duly authorized representative, then the Contractor shall include the substance of paragraph (b) as well.

NOTE: (1) Subcontractors shall be required to submit their Disclosure Statements to the Contractor. However, if a subcontractor has previously submitted his Disclosure Statement a Government Contracting Officer he may satisfy that requirement by certifying to the Contractor the date of such Statement and the address of the Contracting Officer.

(2) In any case where a subcontractor determines that the Disclosure Statement information is privileged and confidential and declines to provide it to his Contractor or higher tier subcontractor, the Contractor may authorize direct submission of that subcontractor's Disclosure Statement to the same Government offices to which the Contractor was required to make submission of his Disclosure Statement. Such authorization shall in no way relieve the Contractor of liability as provided in paragraph (a)(5) of this clause. In view of the foregoing and since the Contract may be subject to adjustment under this clause by reason of any failure to comply with rules, regulations, and standards of the Cost Accounting Standards Board in connection with covered subcontracts, it is expected that the Contractor may wish to include a clause in each such subcontract requiring the subcontractor to appropriately indemnify the Contractor. However, the inclusion of such a clause and the terms thereof are matters the Contractor and the subcontractor, provided that they do not conflict with the duties of the Contractor under its contract with the Government. It is also expected that any subcontractor subject to such indemnification will generally require substantially similar indemnification to be submitted by his subcontractors.

(e) The terms defined in Sec. 331.20 of Part 331 of Title 4, Code of Federal Regulations (4 CFR 331.20) shall have the same meanings herein. As there defined, "negotiated subcontract" means "any subcontract except a firm fixed-price subcontract made by a Contractor or subcontractor after receiving offers from at least two firms not associated with each other or such Contractor or subcontractor, providing (1) the solicitation to all competing firms is identical, (2) price is the only consideration in selecting the subcontractor from among the competing firms solicited, and (3) the lowest offer received in compliance with the solicitation from among those solicited is accepted."

GENERAL PROVISIONS

Cost Reimbursement Contract With An Educational Institution

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1. DEFINITIONS (JAN. 1975)

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

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

(c) "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.

(d) "Consultant" shall mean any especially well-qualified person who is engaged on a temporary or intermittent basis and who is not an officer or employee of the Contractor.

(e) "Contracting Officer" shall mean the person executing this Contract on behalf of the United States Government and any other Government employee who is a properly designated Contracting Officer; and the term includes, except as otherwise provided in this Contract, the authorized

representative of a Contracting Officer acting within the limits of his authority.

(f) "Contractor" shall mean the educational institution providing services hereunder.

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

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

(i) "Federal Procurement Regulations (FPR)," when referred to herein, shall include AID Procurement Regulations (AIDPR).

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

2. APPROVALS (JUNE 1973)

All approvals made under the Contract by the Contracting Officer, or Mission Director, shall be in writing and obtained by the Contractor

ADDITIONAL GENERAL PROVISIONS

COST REIMBURSEMENT CONTRACT WITH AN EDUCATIONAL INSTITUTION

(Additional General Provisions for an Overseas Cost Reimbursement Contract with an Educational Institution are also attached, and except for the clauses omitted as specified on the preceding page, such Additional General Provisions are incorporated in this Contract.)

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17. Insurance-Workmen's Compensation, Private Automobile, Marine and Air Cargo (Overseas)

1. DEFINITIONS (JUNE 1973)

(a) "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.

(b) "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.

(c) "Cooperating Country or Countries" shall mean a foreign country in which there is an AID assistance program or activity administered by AID in which services are to be rendered hereunder.

(d) "Cooperating Country National" shall mean an individual who is a citizen or resident of the cooperating country.

(e) "Cooperating Government" shall mean the government of the cooperating country.

(f) "Dependents" shall mean:

(1) Spouse;

(2) Children (including step and adopted children) who are unmarried and under 21 years of age or, regardless of age, are incapable of self-support;

(3) Parents (including step and legally adoptive parents), of the employee or of the spouse, when such parents are at least 51 percent dependent on the employee for support;

(4) Sisters and brothers (including step or adoptive sisters or brothers) of the employee,

or of the spouse, when such sisters and brothers are at least 51 percent dependent on the employee for support, unmarried and under 21 years of age, or, regardless of age, are incapable of self-support.

(g) "Local Currency" shall mean the currency of the cooperating country.

(h) "Mission" shall mean the United States AID Mission to, or principal AID office in, the cooperating country.

(i) "Mission Director" shall mean the principal officer in the Mission in the cooperating country or his designated representative.

(j) "Participants" shall mean nationals of the cooperating country brought to the United States or to third countries for training.

(k) "Regular Employee" shall mean a Contractor employee appointed to serve one year or more in the cooperating country.

(l) "Resident" shall mean an individual who has been physically present for 3 consecutive years, substantially uninterrupted, in a country.

(m) "Short-Term Employee" shall mean a Contractor employee appointed to serve less than one year in the cooperating country.

(n) "Third Country National" shall mean an individual who is neither a U.S. citizen, U.S. resident, or a cooperating country national.

(o) "Traveler" shall mean the Contractor's regular employees, dependents of the Contractor's regular employees, the Contractor's short-term employees, consultants, campus coordinator, or other professional personnel on its staff, prospective regular or short-term em-

FEDERAL RESERVE LETTER OF CREDIT
FOR ADVANCE PAYMENT (APR. 1975)

Attachment E

(a) AID shall open a Federal Reserve Letter of Credit in favor of the Contractor in the amount of \$ 1,750,000 (~~for amending existing contracts, add the word "remaining" here~~) available for obligation under this contract against which the Contractor may present payment vouchers. The amount drawn by the Contractor during any calendar (month or quarter) of this contract shall not exceed \$ 75,000 without the prior written authorization of the contracting officer. The amount of the payment voucher shall not be in an amount less than \$10,000 nor more than \$1,000,000 but within the specific dollar ceiling on (monthly or quarterly) withdrawals.

(b) In no event shall the accumulated total of all such payment vouchers exceed the amount of the Federal Reserve Letter of Credit.

(c) If at any time, the contracting officer determines the Contractor has presented payment vouchers in excess of the amount or amounts allowable in (a) and (b) above, the contracting officer may: (1) cause the Federal Reserve Letter of Credit to be suspended or revoked; or (2) direct the Contractor to withhold submission of payment vouchers until such time as, in the judgment of the contracting officer, an appropriate level of actual, necessary and allowable expenditures has occurred or will occur under this contract; and/or (3) request the Contractor to repay to AID the amount of such excess. Upon receipt of the contracting officer's request for repayment of excess advance payments, the Contractor shall promptly comply with such request.

(d) Procedure for Contractor.

(1) After arranging with a commercial bank of its choice for operation under this arrangement and obtaining the name and address of the Federal Reserve Bank or branch serving the commercial bank, the Contractor shall deliver three originals of Standard Form 1194, "Authorized Signature Card for Payment Vouchers on Letters of Credit" signed by those official(s) authorized to sign payment vouchers against the Federal Reserve Letter of Credit and by an official of the Institution who has authorized them to sign.

(2) Upon execution of the contract, the Contractor shall receive one certified copy of the Federal Reserve Letter of Credit.

(3) The Contractor shall confirm with his commercial bank that the Federal Reserve Letter of Credit has been opened and is available if funds are needed.

(4) To receive payment, the Contractor shall:

(i) Periodically, although normally not during the last five days of the month, prepare payment vouchers (Form TUS 5401) in an original and three copies.

(ii) Have the original and two copies of the voucher signed by the authorized official(s) whose signature(s) appear on the Standard Form 1194.

(iii) Present the original, duplicate, and triplicate copy of the Form TUS 5401 to his commercial bank.

(e) Retain the quadruplicate copy of the voucher.

(5) Each drawdown should be initiated at approximately the same time that checks are issued by the organization in payment of program liabilities including those for allowable indirect costs, and in an amount approximately equal to the Federal share of such payments. Therefore, there is no necessity for the recipient organization to maintain balances of Federal cash other than the small balance necessary to provide for an element of bank float.

(6) A report of expenditures is prepared and submitted to the Office of Financial Management, within thirty days of disbursement. This report, submitted on Standard Form 1034, "Public Voucher for Purchases and Services Other Than Personal", and supported by certifications, listing of withdrawals, and documentation as required, itemizes expenditures made, identifying funds expended by line item of the approved budget and/or category supporting the agreement.

(7) The report of expenditures on Standard Form 1034 is reviewed against the contract provisions, and any disbursement improper under the contract is disallowed. The Contractor is notified of the reason for the disallowance and is directed to adjust the next periodic report of expenditures to reflect the disallowance and to reduce its next payment voucher against the Federal Reserve Letter of Credit by the amount of the disallowance.

(8) Simultaneously with the submission of the report of expenditures, the Contractor submits to the Controller a status report on the Federal Reserve Letter of Credit as of the close of the period covered by the report of expenditures. The report is prepared in the following format:

Status of Funding Report

Federal Reserve Letter of Credit (FRLC)

No. _____

Period from _____ through _____

A. Letter of Credit Position

1. Current amount of FRLC (including amendments) through reporting period \$ _____
2. Payment Vouchers on Letter of Credit presented (Form TUS 5401):
 - a. Credited prior to reporting period \$ _____
 - b. Credited during reporting period via TUS 5401 Voucher Nos. _____ through _____ inclusive \$ _____
 - c. Presented but not credited during report via TUS 5401's numbered _____ through _____ inclusive \$ _____
3. Total of all Payment Vouchers against FRLC credited or presented \$ _____
4. Balance of FRLC not drawn or requested this reporting period \$ _____

B. Cash Position

1. Cash on hand at beginning of period \$ _____
2. Plus: cash drawn during period \$ _____
3. Plus: refunds, rebates or other amounts received, to the extent allocable to disbursements charged against this FRLC \$ _____
4. Total cash available (sum of 1, 2, and 3) \$ _____
5. Less: disbursements during period \$ _____
6. Balance of cash on hand at close of reporting period \$ _____
7. Estimated number of days requirements covered by balance on hand (Item 6 above)
Days: _____
8. Advances to subcontractors \$ _____ (included in B. 6 above)

(f) Refund of Excess Funds

(1) If all costs have been settled under the contract and the Contractor fails to comply with the contracting officer's request for repayment of excess Federal Reserve Letter of Credit funds, the Government shall have the right, on other contracts held with the Contractor, to withhold payment of Federal Reserve Letter of Credit or other advances and/or withhold reimbursements due the Contractor in the amount of the excess being held by the Contractor.

(2) If the Contractor is still holding excess Federal Reserve Letter of Credit funds on a contract under which the work has been completed or terminated but all costs have not been settled, the Contractor agrees to:

(i) Provide within 30 days after requested to do so by the contracting officer, a breakdown of the dollar amounts which have not been settled between the Government and the Contractor. (The contracting officer will assume no costs are in dispute if the Contractor fails to reply within 30 days.);

(ii) Upon written request of the contracting officer, return to the Government the sum of dollars, if any, which represents the difference between (1) the Contractor's maximum position on claimed costs which have not been reimbursed and (2) the total amount of unexpended funds which have been advanced under the contract; and

(iii) If the Contractor fails to comply with the contracting officer's request for repayment of excess Federal Reserve Letter of Credit funds, the Government shall have the right, on other contracts held with the Contractor, to withhold payment of Federal Reserve Letter of Credit or other advances and/or withhold reimbursements due the Contractor in the amount of the excess being held by the Contractor.