

CONTRACT/AGREEMENT DATA SHEET	A 4025	1.M/SER/CM/SD/SS Action Monitor: KK	2. Date PIO/T Received: 05 / 26 / 83
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PART ONE: COMPLETE EACH BLOCK FOR BOTH NEW ASSISTANCE/ACQUISITION AND MODIFICATION ACTIONS

3. Contract/Agreement Number: DPE-0643-C-00-3063-00		PW	
4. Contractor/Recipient Name: Columbia University		8/31/83	
6. Project Title: Population Policy Research			
7. Project Officer's Name: S Seims		8. Organization Symbol: S&T/POP/PDD	
9. Requisitioning Document ID No: 932-0643.3 3631473		19. Budget DDA-83-13600-BG11 Plan Code: 72-1131021.4 344-36-099-00-81-31	
10. TYPE OF ACTION: A. New Acquisition/Assistance B. Continuation of activities set forth in a contractual document C. Revision of work scope/purpose of award		20. Country or Region of Performance: wlv	
11. Amount of this PIO/T: U.S. \$ 550,000		21. Total Estimated Cost of the Contractual Document: U.S. \$ 1,281,407	
12. Amount Obligated/Subobligated/Deobligated by this Action: U.S. \$ 550,000		22. Amount of Non-Federal Funds Pledged to the Project: U.S. \$ 0	
13. Cumulative Obligation: U.S. \$ 550,000		23. Effective Date of this Action: 9/1/83	
14. This Action Funded Through: 12/31/84		24. Estimated Completion/Expiration Date: 8/31/86	
15. Date Contractual Documents Signed by AID Official: 8/31/83		25. Contractor DUNS Number: 2677010	
16. Incrementally Funded Contract: yes ENTERED		26. Consultant Type Award: no	
17. Host Country/Counterpart Inst. (Univ. Contracts): nla SEP 13 1983		27. Number of Person Months (PASA/RSSA only): nla	
18. Campus Coordinator (Univ. Contracts): nla		28. Number of Persons (PASA/RSSA only): nla	
29. Negotiator's Typed Name: Williams		30. Negotiator's Signature: Williams	
32. Contract/Grant Officer's Organization Symbol: COD/PE		33. Contract/Grant Officer's Signature: [Signature]	
		31. Date Signed: 8/30/83	
		34. Date Signed: 8/31/83	

PART TWO: COMPLETE EACH BLOCK FOR NEW ASSISTANCE/ACQUISITION ACTIONS ONLY

35. CONTRACT TYPE: A. Fixed Price (Specify: FFP, FPRC, FPEPA, FPI) <input checked="" type="checkbox"/> B		37. SUBJECT TO STATUTORY REQUIREMENT: <input checked="" type="checkbox"/> E 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	
36. ADVANCE: A. No Advance <input checked="" type="checkbox"/> C B. Advance Non-FRLC C. Advance FRLC		38. Country of Manufacture: nla Almond B, 8-31-83	

39. CURRENCY INDICATOR:

- A. U.S. Dollar
- B. Local Currency
- C. Combination
- D. Unfunded

A

40. SUBCONTRACTS:

Is There a Provision for a Subcontract? (Contracts only)

yes

41. TYPE SERVICE:

- A. Training of Participants
- B. Technical Assistance to Host Country (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

B

42. CONTRACT/AGREEMENT SOURCE:

- A. U.S. Contractor/Grantee
- B. Non-U.S. Contractor/Grantee
- C. Combination of A & B

A

43. SELECTION PROCEDURES:

- A. Formally Advertised
- B. Negotiated Price Competition, General Procedure
- C. A&E
- D. Ed. Inst. and/or Int'l. Research
- E. Collaborative Assistance
- F. Predominant Capability
- G. Unsolicited Proposal
- H. Procurement to be Performed by the Contractor in Person
- I. Sole Source
- J. Impairment of Foreign Policy Objectives
- K. 8(a) Selection
  - Grant/Cooperative Agreement
  - L. Competitive
  - M. Noncompetitive
- N. Small Business Set Aside
- O. Overseas Procuring Activities
- P. Institution Building/Strengthening

G

44. TYPE OF AMERICAN OWNERSHIP:

- Minority
  - A. Asian/Pacific Islander
  - B. Black American
  - C. American Aleuts or Eskimos
  - D. American Indian
  - E. Hispanic
  - F. Other (Specify) \_\_\_\_\_
- G. Non-Minority

G

45. LABOR SURPLUS AREA PREFERENCE:

- Labor Surplus Area
  - A. No Preference
  - B. Tie Bid Preference
  - C. Total Set Aside
- D. Not a Labor Surplus Area Preference Award

D

46. Number of Bidders Offering Items or Services of Foreign Content:

0

47. TYPE OF BUSINESS:

- A. Source: Non-U.S. and Used Outside U.S. & Possessions
- B. Source: Non-U.S. and Possessions (Foreign Purchases Used Inside U.S.) (If U.S. Source, complete C through Q)
- C. Firm – Profit Making & PSC's
  - Non-Profit Organizations
  - D. Private Educational Organizations
  - E. Hospitals
  - F. Research Institutions, Foundations, and Laboratories
  - G. Other
- Private Voluntary Organizations
- H. U.S. Registered
- I. U.S. Non-Registered
- J. Foreign
  - State/Local Government
  - K. Educational Institutions
  - L. Hospitals
  - M. Research Organizations
  - N. Other
- O. International Agricultural Research Organizations
- P. Public International Organizations
- Q. U.S. Cooperatives

D

48. Women Owned Business?

No

49. TYPE AWARD:

- Small Business
  - A. Not Set Aside
  - B. Partial Set Aside
  - C. Total Set Aside
- D. Personal Service Contract
- E. Individual Non-Personal Service Contract
- F. U.S. Government
- G. University
- H. Other Non-Profit Organizations
- I. Large Businesses

G

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AGENCY FOR INTERNATIONAL DEVELOPMENT  
WASHINGTON, D.C. 20523

COST REIMBURSEMENT CONTRACT WITH AN EDUCATIONAL INSTITUTION

Negotiated Pursuant to the Foreign Assistance Act of 1961, as Amended, and Executive Order 11223	Contract Number DPE-0643-C-00-3063-00	
Contract Type Cost Reimbursement	Amount Obligated \$ 550,000	
Country of Performance Worldwide	Total Estimated Contract Cost \$ 1,281,407	
Contract For Development and Population Law and Policy Program	Project Number 932-0643.3	
Contracting Office (name and address) Central Operations Division - PE Branch Office of Contract Management Agency for International Development Washington, DC 20523	Contractor (name, street, city, state, zip code) The Trustees of Columbia University in the City of New York Box 20, Low Memorial Library New York, NY 10027	
Administration By (if other than Contracting Office)		
Cognizant Scientific/Technical Office (name, office symbol, address) Office of Population, S&T/POP/PDD A.I.D. Washington, DC 20523	Effective Date See Last Signature	Estimated Completion Date August 31, 1986
	Accounting and Appropriation Data	
This is a Consulting Services Contract (AIDPR 7-4.804-50) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	PIO/T Number	3631473
	Appropriation Number	72-1131021.4
This is a Contract for Studies and/or Reports (AIDPR 7-4.804-50) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Budget Plan Code	DDAA-83-13600-BG11
	IRS Employer Identification Number	344-36-099-00-81-31 13-559-8093
Payment Will Be Made By Office of Financial Management A.I.D. Washington, DC 20523	Dun & Bradstreet Number	07-326-7700
	Type of Advance ("X" appropriate box) <input checked="" type="checkbox"/> FRLC <input type="checkbox"/> PERIODIC <input type="checkbox"/> NONE AUTHORIZED	

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 New York with its principal office in New York, 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.

(Fill in appropriate spaces)

This Contract consists of this Cover Page, the Schedule of 25 pages, including the Table of Contents, the General Provisions (form AID 1420-23C, dated 10/82), the Additional General Provisions (form AID 1420-23D, dated 10/82), and the Alterations in Contract Attachments, dated \_\_\_\_\_.

Name of Contractor	UNITED STATES OF AMERICA AGENCY FOR INTERNATIONAL DEVELOPMENT
By (signature of authorized individual) <i>Richard J. Sohn</i>	By (signature of Contracting Officer) <i>John H. Pittenger</i>
Typed or Printed Name RICHARD J. SOHN, Ph.D.	Typed or Printed Name John H. Pittenger
Title Director, Grants and Contracts Health Sciences	Contracting Officer
Date <u>8/29/83</u>	Date <u>AUG 31 1983</u>

SCHEDULE  
COST REIMBURSEMENT CONTRACT WITH  
AN EDUCATIONAL INSTITUTION

Contract No.  
DPE-0643-C-00-3063-00

TABLE OF CONTENTS  
SCHEDULE

The Schedule, on pages 1 through 25, consists of this Table of Contents and the following Articles:

- Article I - Statement of Work
- II - Key Personnel
- III - Technical Directions
- IV - Period of Contract Services
- V - Estimated Contract Cost and Financing
- VI - Budget
- VII - Negotiated Overhead Rates
- VIII - Special Provisions
- IX - Alterations in Contract

GENERAL PROVISIONS

The General Provisions applicable to this contract consist of form AID 1420-23C entitled "General Provisions - Cost Reimbursement Contract with and Educational Institution," dated 10/82, which includes provisions 1 through 43; and form AID 1420-23D entitled "Additional General Provisions - Cost Reimbursement Contract with an Educational Institution," dated 10/82, which includes provisions 1 through 21.

ARTICLE I:      Statement of Work

A.      Objective

The objectives of this program are to provide information on development and population law to developing countries as they develop their population policies and to provide technical assistance to indigenous groups interested in adapting laws and using model legislation. The project will work through indigenous public and private sector legislative bodies, country and regional parliamentarian groups and other appropriate bodies.

B.      Scope of Work

The Contractor shall carry out the following tasks as more fully described in the unsolicited proposal entitled, "Establishment of a Development and Population Law and Policy Program," dated January 3, 1983, incorporated herein by reference and attached hereto as Appendix A, with the exception of the Budget.

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In general, The Contractor will concentrate efforts on the following areas:

- Family planning: contraception, voluntary sterilization, informed consent and the rights of all individuals to services.
- Status of women: access to family planning, domestic relations, employment and education.
- Population policies: legal aspects of population policies, laws relating to maternal and child health care, and other policies which affect fertility.

Within two weeks of contract execution, The Contractor shall present a detailed work plan to The Cognizant Technical Office (CTO). This work plan shall be revised as necessary and formally submitted to the CTO on a semi-annually basis.

Specifically, The Contractor shall perform the following tasks in at least nine (9) developing countries, after consultations with and approval of CTO.

1. Provide technical assistance to appropriate developing country institutions and individuals to hold conferences, organize committees of lawyers and other experts to consider policy and law reform. No fewer than 20 conferences/committee meetings will be organized with assistance from the Contractor. The Contractor shall also provide funds to assist in the preparation of non-technical reports based on the proceedings on conferences co-sponsored by the project.

2. Provide funds for and organize study tours for developing country lawyers to examine population, laws, policies and political processes in other countries. A total of four (4) one-week study tours, each involving five (5) people, is expected to take place. The Contractor will be responsible for all logistical and technical arrangements for the study tours once AID/W, mission and country approval has been obtained.

3. Review draft population legislation and provide technical assistance regarding the development and implementation of the legislation.

4. Provide information to developing country government and private institutions on the relevant legislative experiences of other countries and on model legislation developed by the UN and other international bodies.

5. Provide technical assistance and financial support in the form of subcontracts (see General Provision No. 17 entitled, "Subcontracts.") towards the development of indigenous private, policy oriented groups concerned with reforming laws and policies in family planning, population policies and the status of women. No less than \$165,000 in total technical assistance and subcontracting efforts shall be provided for such support.

6. Provide, where appropriate, factual and analytic information and model legislation on law and policy which will assist in the drafting of indigenous population and law materials. Wherever possible, this information will be obtained from existing sources such as POPulation information on LINE (POPLINE), Westinghouse, journals published by universities, and international health and population organizations.

7. Provide funds to produce and assist in the preparation of brief occasional reports on topics of special interest. A total of 50 copies of six (6) reports will be produced, covering such topics as contraceptive import laws, voluntary sterilization, informed consent, and benefits to the medical profession of widespread contraceptive services to

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women. It is expected that other donor funding will be obtained to support the preparation and distribution of additional copies of these reports.

This project will be active in all AID regions, but will concentrate its major efforts on those countries where the project activities are most likely to lead to the establishment of indigenous legislative groups concerned with population law. Such countries shall be determined mutually by the CTO and the Contractor.

C. Reports

In addition to the reports required under General Provision No. 13 entitled, "Reports," The Contractor shall submit the following reports:

1. Semi-annual workplans as more fully described in Section B, above.
2. Progress reports covering each six (6) month period of project activity with seven (7) copies submitted to the CTO not later than four (4) weeks after the end of each period.

3. Detailed trip reports for all project funded travel with seven (7) copies submitted to the CTO not later than 15 working days after completion of travel.

D. Evaluation

1. The AID Office of Population will conduct a Management Review of the contractor's performance twelve months from contract execution.

2. AID will arrange for a comprehensive external evaluation during the contract period, on or about March 1987, by qualified experts or organizations. While specific scopes of work will reflect AID's perception of its project management needs at the time of the evaluation, it is expected that they will focus on the Contractor's program management performance and on progress towards objectives. This evaluation will be funded from sources other than this contract.



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performance of the project, AID may request a change of key personnel, terminate the project or make any other appropriate modification to the contract.

ARTICLE III:            TECHNICAL DIRECTIONS

Performance of the work hereunder shall be subject to the technical directions of the cognizant AID Scientific/Technical Office indicated on the Cover Page. As used herein, "Technical Directions" are directions to the Contractor which fill in details, suggest possible lines of inquiry, or, otherwise complete the general scope of the work. "Technical Directions" must be within the terms of this contract and shall not change or modify the terms in any way.

ARTICLE IV:            PERIOD OF CONTRACT SERVICES

The effective date of this Contract shall be the date of Contracting Officer signature. The estimated completion date is August 31, 1986.

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ARTICLE V: ESTIMATED CONTRACT COST AND FINANCING

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

- A. Total AID dollar funds obligated for payment during the period September 1, 1983 through December 31, 1984 and allotted to this Contract. See the clause of the General Provisions entitled, "Limitation of Funds," and the Article of the Schedule entitled, "Budget." \$ 550,000
- B. Estimated additional funds which may be provided for the period January 1, 1985 through August 31, 1986, if funds are available. See the clause of the General Provisions entitled, "Limitation of Funds" and the Article of the Schedule entitled, "Budget," if applicable. \$ 731,407
- TOTAL ESTIMATED CONTRACT COST \$1,281,407

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."

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ARTICLE VI:      BUDGET

The following Budget sets forth estimated amounts of dollar costs for individual line items. Within the total amount obligated set forth below, the Contractor may adjust line item amounts as reasonably necessary for the performance of work under this contract.

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<u>Item</u>	<u>BUDGET</u>			<u>TOTAL</u>
	<u>9/1/83 - 8/31/84</u>	<u>9/1/84 - 8/31/85</u>	<u>9/1/85 - 8/31/86</u>	
Salaries	\$125,685	\$133,226	\$141,220	\$ 400,131
Fringe	32,194	35,971	38,129	106,294
Consultants	6,000	6,600	7,200	19,800
Travel	45,000	47,700	50,562	143,262
Other Direct Costs	34,929	37,025	39,247	111,201
Subcontracts	50,000	55,000	60,000	165,000
Indirect Costs	<u>104,302</u>	<u>112,010</u>	<u>119,407</u>	<u>335,719</u>
TOTAL	\$398,110	\$427,532	\$455,765	\$1,281,407

Funds in the amount of \$550,000 have been obligated to fully fund the first year budget and apply \$151,890 towards the second year budget. Total contract expenditures shall not exceed the grand total of the funds available.

The Contractor also agrees to furnish data which the Contracting Officer may request on costs expended or accrued under the contract in support of the budget information provided herein.

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ARTICLE VII: NEGOTIATED OVERHEAD RATES

Pursuant to the provisions of the clause of the General Provisions of this Contract entitled, "Negotiated Overhead Rates," a rate has been established for each of the Contractor's accounting periods during the term of this contract, as indicated below.

<u>Type</u>	<u>Rate</u>	<u>Period</u>
Predetermined	35.5%	9/1/83 - 8/31/86

Base

Modified total direct costs, excluding: purchased equipment costs; construction costs; cost of operating research vessels "VEMA" and "CONRAD;" costs exceeding \$25,000 of each individual subcontract; and hospital and in-patient costs.

AID's maximum liability for reimbursement of indirect costs shall not exceed \$335,719.

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ARTICLE VIII: SPECIAL PROVISIONS

A. Personnel Compensation

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

1. Approvals

Salaries and wages may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees, which will be certified to by the Contractor, nor may any individual salary or wage, without approval of the Contracting Officer, exceed the employee's current salary or wage or the highest rate of annual salary or wage received during any full year of the immediately preceding three years, provided that if the work is to be performed by employees serving overseas for a period in excess of one year, the normal based salary may be increased in accordance with Contractor's established policy and practice, but not to exceed 6 percent of

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base U.S. salary excluding benefits in accordance with 41 CFR 7-15.205-6, in effect on the date of this contract. There is a ceiling on reimbursable salaries and wages paid to a person employed directly under the Contract of the maximum salary rate of FS-1 (or the equivalent daily rate of the maximum FS-1 salary, if compensation is not on an annual basis), unless advance written approval is given by the Contracting Officer.

2. Salaries During Travel

Salaries and wages paid while in travel status will not be reimbursed for a travel period greater than the time required for travel by the most direct and expeditious air route.

3. Consultants

Consultant services will be reimbursed in connection with the services to be provided hereunder. No compensation for consultants will be reimbursed unless their use under the contract has the advance written approval of the Contracting Officer; and if such provision has been made or approval given, compensation shall not exceed, without specific approval of the rate by the Contracting Officer, (1) the current compensation or the highest rate of annual compensation received by the consultant during

any full year of the immediately preceeding three years or (2) maximum daily salary rate of a Foreign Service Officer Class 1, whichever is less.

NOTE: The daily rate of a Foreign Service Officer Class 1 is determined by dividing the annual salary by 260 days.

4. Third Country and Cooperating Country Nationals

Salaries, wages or benefits (e.g., allowances, differentials, etc.) paid to Third Country or Cooperating Country Nationals may not, without specific written approval of the Contracting Officer or the Cognizant Mission Director, exceed either the Contractor's established policy and practice or the level of salaries or benefits paid to equivalent personnel by the AID Mission in the Cooperating Country; or the prevailing rates in the Cooperating Country, as determined by AID, paid to personnel of equivalent technical competence.

As used herein, the terms "Salaries," "Wages," and "Compensation," mean the periodic remuneration received for professional or technical services rendered exclusive of

overseas differential or other allowances associated with overseas service, unless otherwise stated. The term "compensation" includes payments for personal services (including fees and honoraria). It excludes earning from sources other than the individual's professional or technical work, overhead or other charges.

B. Utilization of Excess and Near Excess Foreign Currencies

Full utilization of excess and near excess foreign currencies is an objective of the U.S. Government. The U.S. Treasury Department maintains a list of those countries for which it holds currencies excess to its needs.

All expenses of the Contractor in excess of near excess currency countries, including per diem (subsistence) expenses to be reimbursed under this contract shall be funded from U.S.-owned foreign currency, unless otherwise authorized in writing by the Contracting Officer, U.S. Embassy, or the USAID Mission Controller.

Travel to, through, or from excess of near excess currency countries shall be funded from U.S. owned foreign currency if such travel is to be reimbursed under this contract,

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unless otherwise authorized in writing by the Contracting Officer. The Contractor shall coordinate all plans for travel to, through or from excess of near excess currency countries with the AID Travel and Transportation Division which will issue the necessary airline tickets when appropriate.

The use of said U.S.-owned foreign currencies will constitute a dollar charge to this contract.

C. Voluntary Participation

1. The Contractor agrees to take any steps necessary to ensure that funds made available under this Contract will not be used to coerce any individual to practice methods of family planning inconsistent with such individual's moral, philosophical, or religious beliefs. Further, the Contractor agrees to conduct its activities in a manner which safeguards the rights, health and welfare of all individuals who take part in the program.

2. The Contractor shall insert the substance of this clause in any subgrants, subcontracts, purchase orders, and other subordinate agreements hereunder whenever appropriate to the goods or service to be provided under such agreements.

D. Prohibition on Abortion-Related Activities

1. No funds made available under this Contract shall be used to finance, support, or be attributed to the following activities:

- a. Procurement or distribution of equipment intended to be used for the purposes of inducing abortions as a method of family planning;
- b. Special fees or incentives to women to coerce or motivate them to have abortions;
- c. Payments to persons to perform abortions or to solicit persons to undergo abortions;
- d. Information, education, training, or communication programs that seek promote abortion as a method of family planning;
- e. Any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a

means of family planning (epidemiologic or descriptive research to assess the incidence, extent or consequences of abortion is not precluded); or,

f. Lobbying for abortion.

2. The Contractor shall insert the substance of this clause in any subgrants, subcontracts, purchase orders, and other subordinate agreements hereunder whenever appropriate to the goods or services to be provided under such agreements.

E. Voluntary Participation Requirements for Sterilization Programs

1. None of the funds made available under this Contract shall be used to pay for the performance of involuntary sterilizations or to coerce or provide any financial incentive to any person to practice sterilizations.

2. The Contractor shall insure that any surgical sterilization procedures supported in whole or in part by funds from the Contract are performed only after the individual has voluntarily come to the treatment facility and has given an informed consent to the sterilization procedure. Informed

consent means the voluntary knowing assent from the individual given after being advised of the surgical procedures to be followed, the attendant discomforts and risks, the benefits to be expected, the availability of alternative methods of family planning, the purpose of the operation and its irreversibility, and the fact that the consent can be withdrawn at any time prior to the operation. An individual's consent is considered voluntary if it is based upon the exercises of free choice and is not obtained by any special inducement or any element of force, fraud, deceit, duress, or other forms of coercion or misrepresentation.

3. Further, the Contractor shall document the patient's informed consent by (i) a written consent document in a language the patient understands and speaks, which explains the basic elements of informed consent, as set out above, and which is signed by the individual and by the attending physician or by the authorized assistant to the attending physician; or (ii) when a patient is unable to read adequately, a written certification signed by the attending physician or by the authorized assistant of the attending physician that the basic elements of informed consent above were orally presented to the patient, and that the patient thereafter consented to the performance of the operation. The receipt of the oral

explanation shall be acknowledged by the patient's mark on the certification and by the signature or mark of a witness who shall be of the same sex and speak the same language as the patient.

4. Copies of informed consent forms and certification documents for each voluntary sterilization procedure must be retained by the performing Contractor or subcontractor for a period of three years after the performance of the sterilization procedure.

5. The Contractor shall insert the substance of this clause in any subgrants, subcontracts, purchase orders, and other subordinate agreement hereunder whenever appropriate to the goods and services to be provided under such agreements.

F. Emergency Locator Information

The Contractor agrees to provide the following information to the Mission Administrative Officer on or before the arrival in the host country of every contract employee or dependent.

1. The individual's full name, address, and telephone number.

JS

2. The name and number of the contract, and whether the individual is an employee or dependent.
3. The contractor's name, home office address, and telephone number, including any after-hours emergency number(s), and the name of the contractor's home office staff member having administrative responsibility for the contract.
4. The name, address, and telephone number(s) of each individual's next of kin.
5. Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.
6. The following clause shall be included under Additional General Provisions 3 and 9 as follows:

G. SPECIAL PROVISION REGARDING ADDITIONAL GENERAL PROVISIONS

Nos. 3 & 9

1. In accordance with paragraph (a) of Additional General Provision No. 3, and paragraph (a) of Additional General Provision No. 7, whereunder the Contractor may not send individuals outside the United States to perform work under the contract without the prior written approval of the Contracting Officer, the Contracting Officer does, hereby provide said

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approval for those individuals required to travel outside the United States; provided, however, that concurrence with the assignment of any and all said individuals outside the United States is obtained, in writing from the Cognizant Technical Office of AID prior to their assignment abroad.

2. All international travel supported under this project must be cleared in advance by the CTO and the USAID Mission, and to the extent possible, should be scheduled so as to cover more than one country per trip. Travel requests shall normally be submitted to the CTO at least 30 days before travel is to begin in order to complete clearance procedures with AID missions and host countries.

ARTICLE IX:      ALTERATIONS IN CONTRACT

The following alterations have been made in the provisions of this contract:

A. Delete General Provision No. 8, "Documentation for Payment," in its entirety.

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B. Delete General Provision No. 41, "Limitation of Cost," in its entirety.

C. Delete Additional General Provision No. 15, "Title to and Care of Property," in its entirety.

D. Add General Provision No. 43, "Patent Rights (Small Business Firms and Nonprofit Organizations)," attached hereto and made a part hereof.

E. Add the provision entitled, "Federal Reserve Letter of Credit," attached hereto as Appendix B and incorporated herein.

F. General Provision No. 17 entitled, "Subcontracts," is hereby amended to require Contracting Officer approval for subcontracts in excess of \$75,000. For subcontracts up to \$75,000, the Contractor shall obtain prior written approval of the Cognizant Technical Officer.

G. Additional General Provision No. 19, "Local Cost Financing with U.S." Dollars," is hereby authorized for use in permitting local cost financing. Each developing country where training or other assistance takes place under this contract is therefor deemed a cooperating country.

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APPENDIX A

PROJECT PROPOSAL  
ESTABLISHMENT OF A DEVELOPMENT AND POPULATION  
LAW AND POLICY PROGRAM

Stephen L. Isaacs  
Center for Population and  
Family Health  
Columbia University

January 3, 1983

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## I. INTRODUCTION

The Center for Population and Family Health (CPFH) of Columbia University proposes the creation of a Development and Population Law and Policy Program. The Program would concentrate on three key issues: family planning, status of women, and population policies. Columbia University would serve as headquarters, clearinghouse, and resource center. The Program will furnish information on development and population law and policy and provide assistance to, and promote the development of, local groups interested in adapting laws and using model legislation.

Such a program is a natural extension of the CPFH's position as a leader in the population/family health field and would build on its strength as part of Columbia University. It offers the potential of participation of other Columbia University faculties such as the Law School and the School of International Affairs, and collaboration with institutions such as the United Nations Development Program, UNICEF, the United Nations Fund for Population Activities, the International Planned Parenthood Federation, and the (British) Commonwealth Secretariat.

## II. THE NEED FOR A DEVELOPMENT AND POPULATION LAW AND POLICY PROGRAM

The past decade has seen a virtual revolution in the way development and population are viewed throughout the world. Whereas in the past development was measured exclusively by gross national product or per capita income, today qualitative factors

such as health, literacy, and income distribution are seen as key components of development. And whereas population concerns were once seen as separate from development priorities, it is now generally agreed that population growth and distribution policies must form an integral part of any coherent development policy. The new, broader vision of development and population has yet to be reflected in analysis and reform of laws and policies. This is particularly true regarding three key aspects of the development process: family planning, status of women, and population policies, the three areas on which the Program would concentrate.

The relevance of law to the areas of family planning, status of women, and population policy is, perhaps, obvious but should be elaborated:

- . Some contraceptives are available only on physician's prescription and young unmarried people may find it difficult to receive fertility regulation services.
- . The legal status of voluntary sterilization remains unclear in many countries, leaving physicians uncertain about the possibility of being sued for assault and battery.
- . Import duties, manufacturing regulations, and advertising prohibitions restrict the availability of contraceptives.
- . The Family Code and other legislation of many countries discriminate against women. Even where laws are facially neutral, they are often discriminatory as carried out. In the words of Helvi Sipilä:

Inequality and discrimination develop for many reasons and may be based on attitudes, customs, and traditions, or depend on political, economic, social, or cultural differences. Whatever the causes, however, discrimination is most flagrant when sanctioned by law...One of the basic causes [of inequality] is women's inferior status under the law.

Those areas where discrimination is most pronounced include legal capacity, marriage and divorce, guardianship, inheritance, employment, ownership of property, and participation in public affairs.

Due regard must be given, of course, to specific legal systems and other relevant social, political, and cultural factors. A few examples to make this clear:

The Latin American countries, recipients of conservative European legal systems and influenced by the Catholic Church, have generally passed restrictive laws on fertility regulation and have accorded little priority to improving women's rights. There is, however, sufficient concern about the health of mothers and children and, in some countries such as Mexico, the socioeconomic effects of population growth, to justify governmental family planning programs throughout almost all of Latin America. And there is growing awareness about the importance of women's rights in many of the more modernized urban areas.

Rights of women, including that of limiting and spacing family size, are not given much importance in sub-Saharan Africa. The inheritors of a conservative French legal system, francophone African countries

almost uniformly forbid the distribution of contraceptives (even though the 1920 French law on which this is based was reformed in 1967), probably make sterilization--even with the consent of the person--a criminal offense, and, in general, do not accord women equal status to men. Anglophone African countries, following the more liberal policies of Great Britain, tend to be less restrictive than their French-speaking neighbors.

With Tunisia being a notable exception, in the Islamic countries of the Middle East, particularly the more fundamentalist countries, women are accorded a considerably lower status than men (the ease of divorce for males being one notable example). This carries over to prohibitions on contraceptive distribution and voluntary sterilization in a number of Muslim countries.

In Asia, the concern about overpopulation is very great. Thus, a number of Asian countries have enunciated population policies, have promoted sterilization, and have devised incentive plans to encourage people to have fewer children. Some Asian countries constitutionally recognize the equality of men and women, and some other Asian countries have also shown concern with improving women's rights.

It must be noted that in many cases, the law on the books diverges considerably from the law as it is practiced. For

example, although the laws of many countries permit contraceptives to be distributed only in pharmacies upon receipt of a physician's prescription, in practice contraceptives are widely available without prescription throughout Asia and Latin America. Thus, although the importance of law reform cannot be underestimated, it is not, by itself, a panacea. Elsewhere, laws may have been reformed, but their implementation may be slow or nonexistent. In these cases, people must be educated and made aware of their rights.

Lawyers have played a major role in the development of family planning and women's rights in the United States. Internationally, the inclusion of lawyers in the development process is largely neglected, even though lawyers enjoy key policy-making position in many countries and though some work has been done previously. On the international level, the Law and Population Programme located at Tufts University and the IPPF's Law and Planned Parenthood activities made valuable contributions during the 1970's.

The Law and Policy Program helped organize committees of lawyers and sponsored legal studies in developing countries. It emphasized the research, writing and publication of country studies, and its 41 monographs have left a rich legacy to the field. With the departure of its Director, Luke Lee, the Program did not receive continued financial support and was closed. The Development and Population Law and Policy Program will build on the Tufts experience, utilizing its studies and other materials.

IPPF's Law and Planned Parenthood Project worked with lawyers in analyzing and trying to reform laws in the developing

world. It also served as a clearinghouse for information on law and population. IPPF's Law Panel, composed of half a dozen eminent lawyers from both developing and developed countries, provided assistance to lawyers, defined some common legal principles applicable to fertility regulation throughout the world and helped establish policies for the IPPF.

As a result of decisions to change its central committee structure, IPPF eliminated both its Law Panel and the Law and Planned Parenthood Project. The responsibilities of the Law Panel were assumed by a "Program Committee," and some regions, particularly the Western Hemisphere, have revitalized their law panels. IPPF, at both the central level and that of the Western Hemisphere Region, has given strong support to the proposed Development and Population Law and Policy Program. Discussions have been held concerning collaboration with the Western Hemisphere Region's Law Panel and its project to provide information to policymakers (PIPOM). Most important, the Development and Population Law and Policy Program would be a resource to work with the commissions which will be set up following the meeting of Latin American parliamentarians to be held in December, 1982.

Although the Tufts and IPPF programs have terminated, some work is being done internationally on population policies, family planning, and status of women.

- A program entitled "Women in Law and Development," has supported the efforts at law reform and education of federations of women's groups in Central America.

In Latin America, the Inter-American Commission on Women of the Organization of American States has focused on women's rights. It has sponsored a number of meetings and publications; a 1981 monograph, "Situacion de la Mujer en la Legislacion de los Paises de America," reviews women's legal rights throughout Latin America and the Caribbean.

Country studies, for example, Stephanie Daly, The Developing Legal Status of Women in Trinidad and Tobago (1982) appear from time to time. The Institute of Social and Economic Research (Eastern Caribbean) is conducting a major study of laws relating to women in Antigua, Bahamas, Belize, Cayman Islands, Dominica, and Trinidad & Tobago. Its first report, Norma Forde's, Women and the Law, appeared in 1982. The United Nations Commission for Africa is sponsoring comparable studies in that region.

The UNFPA has financed studies of law and population in selected developing countries. It has supported creation of the Development and Population Law and Policy Program proposed herein and would be in close collaboration once the Program is established. The UNFPA has already had preliminary discussions with the proposed Principal Investigator about the possibility of changing the home of the Annual Review of Population Law from the United Nations to Columbia University.

In addition, the United Nations Development Program, UNICEF, the Battelle Memorial Institute, the U.S. Agency for

International Development, the Ford Foundation, and the Population Council, among others, give financial support to programs concerned with population policies, family planning, and rights of women.

At the moment, however, there exists no single institution working with lawyers in the developing world, serving as a source of information, and providing assistance to developing countries on matters of legal and policy relevance. At the same time, requests for assistance and consultation on family planning, status of women, and population policies are regularly received by the Center for Population and Family Health and other institutions and individuals.

### III. OBJECTIVES AND PLAN OF ACTION

The overriding objectives of Development and Population Law and Policy Program are to support developing country lawyers working in family planning, status of women, and population policy and, ultimately, to contribute to law reform.\*

To do this, the Program will furnish information on development and population law and policy and will provide technical assistance to, and promote the development of, local groups interested in adapting laws and using model legislation. It will concentrate on three areas of critical importance to the development process:

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\*It should be noted that although law reform is a primary objective, in some cases this will not be possible or appropriate. In many countries, the emphasis should be on how best to work within the existing legislation.

- . Family planning: contraception, voluntary sterilization, informed consent, and the rights of all individuals to services.
- . Status of women: in addition to family planning issues, which are key to improving the status of women, the following areas will be given priority: domestic relations, employment, and education.
- . Population policies: legal aspects of population policies will be given priority, particularly laws relating to maternal-child health care and policies which have an impact on fertility.

The Program could make a valuable contribution following up meetings of parliamentarians on population and development. Asian parliamentarians have held a meeting in Beijing in 1981. As a result of the meeting, parliamentary commissions on population and development are reviewing their laws in a number of countries. The Brazilian Congress is sponsoring a conference of Latin American parliamentarians to be held in Brasilia in December, 1982. The conference will focus heavily on legislation affecting population and development. There will undoubtedly be a demand for regional or country studies, or the exchange of information from one country to another generated by the conference. The Program will be in a strong position to help coordinate or assist the law and policy needs following the conference.

To achieve the Program's objectives, two mutually-reinforcing strategies will be employed. These are (A) providing

technical assistance to lawyers and policymakers in the developing world and (B) providing practical information on development law and policy.

A. Provide Technical Assistance to Lawyers and Key Leaders in the Developing World.

This could take four forms, which are not mutually exclusive. Since the program is a small pilot effort, in-depth assistance would be provided to two or three countries each in Africa, Latin America and Asia.

1. Raise Awareness of the Importance of Legal Change

The developing country institutions and individuals participating in the Program can organize committees of lawyers and other experts, hold meetings and conferences on development law and policy, and otherwise help leaders recognize the need to consider policy and law reform.

Columbia University, as the Program's coordinating agency, will provide leadership and assistance in the development of these activities. It will also work closely with international organizations such as IPPF, UNICEF, UNDP, and others as appropriate.

2. Promote Exchanges of Development and Population Law/Policy Experience

Governments and private institutions often request international institutions to make suggestions on legislation, to advise on the relevant experiences of other countries, and to review draft legislation. A major contribution of the Program could be the sharing of information among countries. The Program, will be in a

position to provide information which, in turn, will be important to the legislative drafting process.

The Program will also provide funds for study tours of developing country lawyers to examine laws, policies, and political processes in other countries. A number of countries have passed important legislation relating to family planning, population, and rights of women. Among these countries are Mexico, Tunisia, and Singapore. Under the auspices of the Program, lawyers/policymakers from countries with more restrictive laws will spend short periods of time in countries which have eliminated or reduced restrictions. Meeting with those involved in legal and policy change, they will be exposed to other patterns of legislation and, most important, become acquainted with the process of changing laws (and, once changed, implementing them). Four one-week observations tours, each involving five people, are proposed. The Program would coordinate and serve as a clearinghouse for study tours. Arrangements for trips would be done through local AID Missions or other appropriate entity at the country level.

3. Support the Development of Private, Policy-oriented Groups Concerned with Reforming Laws and Policies in Family Planning, Population Policies, and Status of Women. Groups with these objectives have had an impact on legislation and litigation concerning family planning and women's rights in the United States. They could have

a similar influence in developing countries. By means of policy-relevant studies, publications, public information programs, and education of policymakers, these groups can help bring about and maintain legal change in their country or region. The Program will provide financial and technical support to these national groups in a number of countries.

#### 4. Implementation of Legal and Policy Reforms

Legal reform is a step in the process, not the final goal, of attainment of more equitable rights and implementation of population policies. Reform can be followed by education, information and counseling at state, country, and local levels. In this regard, the Program can provide limited support to groups involved in the implementation phase of law reform. Specific topics and areas must remain flexible and the Program must be prepared to respond to opportunities as they arise.

#### B. Provide Practical Information on Law and Policy which will be Read and Applied in the Developing World

The Program, in its capacity as an information center for law and policy matters, will provide three kinds of materials: factual information, analytical information, and model legislation. This is discussed more fully on pp. 20-21. In addition, the Program will publish readable reports of a limited number of conferences it co-sponsors, as well as other occasional reports on topics of special interest.

IV IMPLEMENTATION OF DEVELOPMENT AND POPULATION LAW AND POLICY PROGRAM

The Program will be implemented in four stages, some of which will take place simultaneously. These stages are:

(1) Recruitment of New York-based staff; (2) Organization and establishment of a network of Cooperating Attorneys and consultants; (3) Establishment of ties with parliamentarians, lawyers, policymakers, and other policy-oriented institutions; (4) Implementation of clearinghouse function, technical assistance, research, and publications. Each stage is described below:

1. Recruitment of New York-based staff

The proposal suggests recruiting one lawyer and one research associate, in addition to the project director. Brief job descriptions are provided on page 29. Ideally, the lawyer would be a woman, having expertise in women's rights, from a developing country or with experience gained from working on developing country legal problems. Recruitment will be carried out through advertisements in relevant periodicals and newspapers plus seeking suggestions of those previously involved in population and development law and policy. The research associate should have a background in legal research and be familiar with the issues upon which the Program will focus.

Recruitment of the New York-based staff should be completed within two months of the Program's inception.

2. Establishment of a Network of Cooperating Attorneys and Consultants

The Development and Population Law and Policy Program will

be organized with the CPFH serving as a clearinghouse, a publications center, and a resource for developing country institutions around the world. Technical assistance will be provided by the New York-based staff, by Cooperating Attorneys (lawyers serving as consultants to the Program) and by other consultants.

During the initial months of the Program, the PI will seek the names of outstanding lawyers and policymakers who have distinguished themselves in the fields of population, family planning, and women's rights. Some of these people are already known from their work on IPPF's Law Panel, their participation in the Tufts University Law and Population Program, or their record of publications. Cooperating Attorneys and Consultants can also be selected from regional law and policy panels, legislators, lawyers, and other policymakers. During the first nine months of the Program, the PI will travel extensively to develop a network of Cooperating Attorneys and consultants. Some of the Cooperating Attorneys and consultants can serve as an unofficial advisory committee to the Program.

3. Establishment of Ties with Parliamentarians, Lawyers, Policymakers, and Policy-Oriented Institutions

As discussed above, Columbia University will provide technical assistance and--as part of its technical assistance--support local policy-oriented groups interested in legal reform. The direct technical assistance will be provided by the New York-based staff, by Cooperating Attorneys, and by other consultants. Where appropriate, the Program will also utilize, and work

through, regional parliamentarians' groups, law panels, and other institutions. This would work along the following lines:

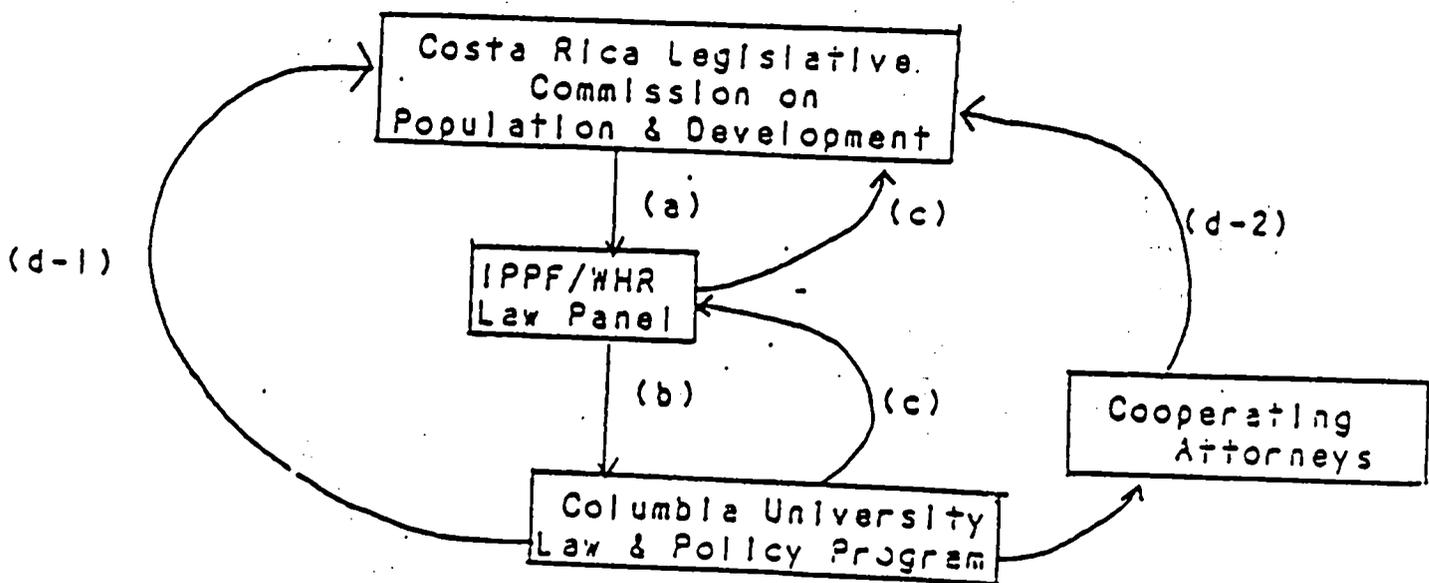
Throughout the world, the interest of parliamentarians in development and population has increased. Concrete expressions of this interest are the parliamentarians' meetings held in Colombo, Sri Lanka, and Nairobi. The potential for legislative reform as a result of this interest makes regional groups of legislators a key group with which the Program should work. The PI has had very encouraging discussions with Mr. Akio Matsumora, director of the Global Committee of Parliamentarians on Population and Development, about collaborating with parliamentarians, particularly with regard to the 1983 meeting of Asian parliamentarians.

In relation to Latin America, a more specific plan has been discussed with officials of the International Planned Parenthood Federation/Western Hemisphere Region. A meeting of Latin American Parliamentarians on Population and Development will take place in December, 1982 in Brasilia. The meeting, which is being co-sponsored by the IPPF/WHR, will emphasize the importance of legal change. The PI has worked with IPPF/WHR in planning the agenda and preparing for follow-up, much of which is expected to involve legislative reform. The current plans give a major technical assistance role to the Development and Population Law and Policy Program. As presently envisioned, parliamentary commissions will be convened in a number of countries to examine, with an eye towards reform, laws relating to population and development. The parliamentary commissions, in turn, are likely to seek help from IPPF/WHR's Law Panel, a small group composed of distinguished

lawyers primarily from Latin America and the Caribbean. The Development and Population Law and Policy Program will be asked to serve as a resource--providing information and furnishing consultation--to the IPPF/WHR Panel.

Actual technical assistance on legislative change in specific Latin countries can be done by members of the IPPF/WHR Law Panel, who would, for these purposes, be considered as Cooperating Attorneys, by consultants, or by the New York-based staff. The N.Y.-based staff will provide the Cooperating Attorneys-IPPF/WHR Law Panel members with back up and support, including field visits where appropriate.

In schematic form, the relationships will be approximately as follows, using as an illustrative example a request by a Costa Rican legislative commission on population and development to the IPPF Law Panel.



a. As a result of the Parliamentarian's meeting in Brasilia, the Costa Rican government forms a Commission to study laws relating to population and development. The Commission requests assistance on this from the IPPF/WHR Law Panel.

b. The IPPF/WHR requests assistance from the Program at Columbia, in terms of both literature reviews and technical assistance.

c. The N.Y.-based Program staff carries out the relevant searches and provides a document to the IPPF/WHR Law Panel. The Panel then sends that to Costa Rica.

d. The Program then arranges for technical assistance. This can be done directly by the New York-based staff (d-1) or by Cooperating Attorneys (d-2) who, in this case, might be members of the IPPF/WHR Law Panel or might be Latin American with specialized skills who form part of the roster of Cooperating Attorneys.

Parliamentarians, particularly regional commissions of legislators, furnish a logical link between Columbia University and local activities. As noted above, steps have already taken to collaborate with regional parliamentary bodies. In addition, regional institutions, such as the University of the West Indies and the Eastern and Southern African Management Institute, are also appropriate links. These institutions will be helpful as well in identifying potential Cooperating Attorneys and

consultants, co-sponsoring conferences, and locating national policy-oriented groups with which the Program could work on the local level.\*

At the national level, in most countries there exist lawyers and policymakers interested in the issues of family planning, population policies, and status of women. In some cases, they belong to national population commissions; in others they are involved in the practice of private or public law. For example, on a recent trip to Asia, the PI found considerable interest in the Program expressed by the Vice Chairman of Nepal's National Population Commission and the Rector of Thailand's Mahidol University. The National Population Commission of Senegal has also been mentioned as one with which the Program might work.

To find these lawyers and policymakers and make them aware of the Program the following activities will be undertaken:

(a) names of lawyers and policymakers who might be interested in the Program will be sought from AID missions, UN posts, the IPPF, Regional groups of parliamentarians, Cooperating Attorneys, and others; (b) relevant people will receive a brochure describing the Program and the services it offers; (c) the two key Program staff attorneys will travel extensively to developing countries to establish contacts at the local and regional level; (d) they will attend meetings on population, women's rights, and

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\* There must remain flexibility in the model of implementing the Program. In some cases, such as Latin America, a formal connection will be established with an intermediate group (the IPPF/WHR Law Panel). In other cases, although the PI will make contact with relevant institutions, no formal links need be established. Individuals from these institutions might be utilized as Cooperating Attorneys or consultants.

development; (e) working with Cooperating Attorneys and in conjunction with other institutions, the Program will co-sponsor a meeting of lawyers and policymakers to discuss issues of development and population on a regional basis.

4. Implementation of Clearinghouse, Technical Assistance,

Research and Publications

The organizational stages of the project, described above, will overlap with the implementation phase. For this reason, much of the travel during the first year will fall to the PI.

As the Cooperating Attorneys, consultants, and networks of parliamentarians, lawyers, and policymakers are established, it is expected that requests for assistance will also be forthcoming. These might take the form of a letter asking about family planning laws in West Africa or a request for a visit to review the draft of a new Family Code. The initial impression of the proposed PI, based on visits for other purposes to Asia and Latin America, is that there will be many such requests. Given the limited resources available and the pilot nature of the project, in-depth technical assistance will have to be limited.

The Program will give special attention to working with non-governmental policy-oriented groups which can become forces for legal change in their country. It can provide help to these groups in gathering and analyzing relevant information, publications, public affairs, and leadership education.

Recipients of in-depth technical assistance will be selected on the basis of (a) need for policy change in the country, (b) potential impact in the region, (c) country size, (d)

potential of the collaborating institution to influence policy change.

As a clearinghouse, the Program should provide three kinds of materials: (1) factual information e.g., what are the laws on women owning property in the Caribbean or what laws on voluntary sterilization are in force in East Africa; (2) analytical information -- e.g., what are the strengths and weaknesses of laws/policies governing the distribution of contraceptives by non-physicians or what is the process of passing a strong Code protecting women's rights; (3) model legislation, which can be adapted for use by individual countries.

The sources of this information can come from the MEDLARS data base POPulation information on LINE (POPLINE) produced by Columbia, Johns Hopkins, and Princeton Universities plus a wide range of periodicals and newspapers, legal codes and decisions (through the Columbia Law School library, the Harvard Law School library, and working with Jan Stepan of the Institut de Droit Compare in Geneva), the United Nations system (particularly the Policy Division of the Economic and Social Council), the WHO (which publishes the International Digest of Health Legislation), the IPPF, and other organizations (e.g., the OAS's Interamerican Commission on Women) and individuals.

POPLINE already collects a considerable amount of materials related to population and family planning policies. The POPLINE collection will be augmented by acquisition of materials obtained from, and in conjunction with, the libraries and institutions mentioned above.

These materials will be indexed, abstracted, and put into

POPLINE. They will thereby be available for rapid retrieval for the Program and for potential users on a worldwide basis. The Research Associate, working closely with the CPFH library staff, will be primarily responsible for assuring that relevant current materials are acquired and put into the system.

Requests for information will be handled by the Research Associate and the Program's attorneys, collaborating closely with CPFH library staff. The relevant materials, obtained from POPLINE and other sources, will be collected, put into the form appropriate to the users needs, and disseminated. Thus, the Program will have the capacity to do searches, send out documents, provide analyses, and furnish digests of relevant materials.

If the negotiations with the UNFPA to house the Annual Review of Population Law at Columbia University are successful, the function of the Program as a headquarters for acquisition of legal and policy materials will be upgraded and an additional research associate will be recruited.

THE ADVANTAGES OF COLUMBIA UNIVERSITY AS THE SITE OF A  
DEVELOPMENT AND POLICY LAW PROGRAM

Columbia University's Center for Population and Family Health has a number of advantages as the headquarters of the Program.

A. Existing Law Base

As a division of the School of Public Health, the Center for Population and Family Health is already involved in the study and teaching of legal aspects of reproductive rights, population and development policy, and women's status.

Stephen L. Isaacs, Assistant Director of the Center and Associate Professor of Clinical Public Health, would be the director of the program. Mr. Isaacs is a lawyer with many years of international experience. He has worked as an attorney, as a development planner with the U.S. Agency for International Development, and as Program Director of the Western Hemisphere Region of the International Planned Parenthood Federation. His book, Population Law and Policy, was published by Human Sciences Press in November, 1981. His curriculum vitae is attached as Appendix A.

B. Multidisciplinary Strengths of the Center for Population and Family Health.

The Center for Population and Family Health has a staff of experts in the various disciplines of population and family health. It provides technical assistance to governments and private associations in developing

countries on innovative programs of primary health care/family planning service delivery, furnishes women's health care to the Washington Heights community, conducts social science research on adolescent sexuality, and offers masters and doctoral degree programs to students in the Columbia University School of Public Health. The multidisciplinary nature of the Center would add to the strength of the Program and provide a resource which could be called upon as needed. A brief overview of the Center's programs is included as Appendix B.

C. Collaboration with Other Columbia University Faculties and Institutions in New York City.

Situating the Program at the Center for Population and Family Health has the added advantage of making collaboration possible with other school and departments of Columbia University such as:

- The School of Law
- The School of International Affairs
- The School of Business

In addition, a number of relevant institutions have their headquarters on the East coast of the United States, including:

- The United Nations Development Program
- The United Nations Children's Fund
- The United Nations Fund for Population Activities
- The Population Council

- The International Planned Parenthood Federation/Western Hemisphere Region -
- The World Bank
- The Organization of American States
- The Pan American Health Organization
- The Overseas Education Fund
- The Overseas Development Council.

Additionally, there exists the potential for collaboration with the International Planned Parenthood Federation/Central Office and the British Commonwealth Secretariat on activities taking place in Commonwealth countries.

V. PERSONNEL

- 1 Director
- 1 Staff Attorney
- 1 Research Associate
- 1 Secretary

**FEDERAL RESERVE LETTER OF CREDIT  
FOR ADVANCE PAYMENT (MAY 1981) (AIDPR 7-30.5002)**

(a) AID shall open a Federal Reserve Letter of Credit in favor of the Contractor in the amount of \$ 1,281,407 (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 ~~XXXXXX~~) of this contract shall not exceed \$ 400,000 without the prior written authorization of the contracting officer. The amount of the payment voucher shall not be in an amount less than \$5,000 nor more than \$5,000,000 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 paragraphs (a) and (b) of this section, 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 its last five days of the month, prepare payment vouchers (Form TFS 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 TFS 5401 to his commercial bank.

(iv) 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 TFS-5401):
  - a. Credited prior to reporting period \$ \_\_\_\_\_
  - b. Credited during reporting period via TFS-5401 Voucher Nos. \_\_\_\_\_ through \_\_\_\_\_ inclusive \$ \_\_\_\_\_
  - c. Presented but not credited during report via TFS-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)

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(e) (Reserved)

(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 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: (A) the Contractor's maximum position on claimed costs which have not been reimbursed and (B) 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.

**PATENT RIGHTS (Small Business Firms and  
Nonprofit Organizations) (March 1982)  
(OMB Circular A-124)**

**a. Definitions**

(1) "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code.

(2) "Subject Invention" means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract.

(3) "Practical Application" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

(4) "Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) "Small Business Firm" means a small business concern as defined at Section 2 of Public Law 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this provision, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) "Nonprofit Organization" means a university or other institution of higher education or an organization of the type described in Section 501(c)(3) of the Internal Revenue Code of 1954 (26 USC 501(c)) and exempt from taxation under Section 501(a) of the Internal Revenue Code (26 USC 501(a)) or any nonprofit scientific or education organization qualified under a state nonprofit organization statute.

**b. Allocation of Principal Rights**

The contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this provision and 35 U.S.C. 203. With respect to any subject invention in which the contractor retains title, the Federal Government shall have a non-exclusive, non-transferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world. This license

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will include the right of the Agency for International Development (AID), with respect to any existing or future international agreement entered into under the Foreign Assistance Act of 1961, as amended, to sublicense any foreign government or public international organization in accordance with the terms of any such international agreement.

c. Invention Disclosure, Election of Title and Filing of Patent Applications by Contractor

- (1) The contractor will disclose each subject invention to AID within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to AID shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operations, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to AID, the contractor will promptly notify AID of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor.
- (2) The contractor will elect in writing whether or not to retain title to any such invention by notifying AID within twelve months of disclosure to the contractor; provided that in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by AID to a date that is no more than 60 days prior to the end of the statutory period.
- (3) The contractor will file its initial patent application on an elected invention within two years after election or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The contractor will file patent applications in additional countries within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
- (4) Requests for extension of the time for disclosure to AID, election, and filing may, at the discretion of AID, be granted.

d. Conditions When the Government May Obtain Title

(1) The contractor will convey to AID, upon written request, title to any subject invention:

(i) If the contractor fails to disclose or elect the subject invention within the times specified in paragraph c. of this clause, or elects not to retain title.

(ii) In those countries in which the contractor fails to file patent applications within the times specified in paragraph c. of this clause; provided, however, that if the contractor has filed a patent application in a country after the times specified in paragraph c. of this clause, but prior to its receipt of the written request of AID, the contractor shall continue to retain title in that country.

(iii) In any country in which the contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

e. Minimum Rights to Contractor

(1) The contractor will retain a nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title except if the contractor fails to disclose the subject invention within the times specified in paragraph c. of this clause. The contractor's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the contractor is a party and includes the right to grant sublicenses of the same scope to the extent the contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of AID except when transferred to the successor of that party of the contractor's business to which the invention pertains.

(2) The contractor's domestic license may be revoked or modified by AID to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions in the Federal Property Management Regulations. This license will not be revoked in that field of use or the geographical areas in which the contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of AID to the extent the contractor, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

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(3) Before revocation or modification of the license, AID will furnish the contractor a written notice of its intention to revoke or modify the license, and the contractor will be allowed thirty days (or such other time as may be authorized by AID for good cause shown by the contractor) after the notice to show cause why the license should not be revoked or modified. The contractor has the right to appeal, in accordance with applicable regulations in the Federal Property Management Regulations concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.

f. Contractor Action to Protect the Government's Interest

(1) The contractor agrees to execute or to have executed and promptly deliver to AID all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the contractor elects to retain title, and (ii) convey title to AID when requested under paragraph d. of this clause, and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) The contractor agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the contractor each subject invention made under contract in order that the contractor can comply with the disclosure provisions of paragraph c. of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by paragraph c.(1) of this clause. The contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The contractor will notify AID of any decision not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The contractor agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by AID. The Government has certain rights in this invention."

**g. Subcontracts**

(1) The contractor will include this clause suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental developmental or research work to be performed by a small business firm or nonprofit organization. The subcontractor will retain all rights provided for the contractor in this clause, and the contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The contractor will include in all other subcontracts, regardless of tier, for experimental, developmental or research work the patent rights clause required by Section 1-9.1 of the Federal Procurement Regulations (41 CFR 1-9.1).

(3) In the case of subcontracts, at any tier, when the prime award with AID was a contract (but not a grant or cooperative agreement), AID, the subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and AID with respect to those matters covered by this clause.

**h. Reporting on Utilization of Subject Inventions**

The contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as AID may reasonably specify. The contractor also agrees to provide additional reports as may be requested by AID in connection with any march-in proceeding undertaken by AID in accordance with paragraph j. of this clause. To the extent data or information supplied under this section is considered by the contractor, its licensee or assignee to be privileged and confidential and is so marked, AID agrees that, to the extent permitted by 35 USC 202(c)(5), it will not disclose such information to persons outside the Government.

**i. Preference for United States Industry**

Notwithstanding any other provision of this clause, the contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention or produced

through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by AID upon a showing by the contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

j. March-in Rights

The contractor agrees that with respect to any subject invention in which it has acquired title, AID has the right in accordance with the procedures in OMB Circular A-124 and 41 CFR 1-9.1 to require the contractor, an assignee or exclusive licensee of a subject invention to grant a non-exclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor assignee, or exclusive licensee refuses such a request, AID has the right to grant such a license itself if AID determines that:

(1) Such action is necessary because the contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee, or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the contractor, assignees, or licensees; or

(4) Such action is necessary because the agreement required by paragraph i of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

k. Special Provisions for Contracts with Non-profit Organizations

If the contractor is a non-profit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of AID, except where such assignment is made to an organization which has as one of its primary functions the management of inventions and which is not, itself, engaged in or does not hold a substantial interest in other organizations engaged in the manufacture or sale of products or the use of processes that might utilize the invention or be in competition with embodiments of the invention provided that such assignee will be subject to the same provisions as the contractor;

(2) The contractor may not grant exclusive licenses under United States patents or patent applications in subject inventions to persons other than small business firms for a period in excess of the earlier of:

(i) five years from first commercial sale or use of the invention; or

(ii) eight years from the date of the exclusive license excepting that time before regulatory agencies necessary to obtain premarket clearance, unless on a case-by-case basis, AID approves a longer exclusive license. If exclusive field of use licenses are granted, commercial sale or use in one field of use will not be deemed commercial sale or use as to other fields of use, and a first commercial sale or use with respect to a product of the invention will not be deemed to end the exclusive period to different subsequent products covered by the invention.

(3) The contractor will share royalties collected on subject invention with the inventor; and

(4) The balance of any royalties or income earned by the contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education.

#### 1. Communications

Communications concerning this clause shall be addressed to the AID Contracting Officer at the address shown on the Cover Page of this contract.

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## GENERAL PROVISIONS

### Cost Reimbursement Contract With An Educational Institution

#### INDEX OF CLAUSES

1. Definitions
2. Approvals
3. Biographical Data
4. Personnel Compensation
5. Leave and Holidays
6. Travel Expenses
7. Allowable Cost and Payment
8. Documentation for Payment
9. Negotiated Overhead Rates—Predetermined
10. Limitation of Funds
11. Examination of Records by Comptroller General
12. Audit
13. Reports
14. Research Activities and the Use of Graduate Students
15. Training of Foreign Country Nationals
16. Source and Nationality Requirements for Procurement of Goods and Services
17. Subcontracts
18. Government Property
19. Material Change in Conditions
20. Disputes
21. Termination for Convenience of the Government
22. Rights in Data and Publication
23. Authorization and Consent
24. Notice and Assistance Regarding Patent and Copyright Infringement
25. Insurance-Liability to Third Persons
26. Assignment of Claims
27. Inspection
28. Equal Opportunity
29. Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals
30. Utilization of Labor Surplus Area Concerns
31. Convict Labor
32. United States Officials Not to Benefit
33. Covenant Against Contingent Fees
34. Language, Weights and Measures
35. Utilization of Women-Owned Business Concerns
36. Disabled Veterans and Veterans of the Vietnam Era
37. Employment of the Handicapped
38. Notices
39. Clean Air and Water
40. Use of Government Facilities or Personnel
41. Limitation of Cost
42. Organizational Conflicts of Interest

#### 1. DEFINITIONS (AIDPR 7-7.5501-1)

(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 U.S. 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 refer-

red to herein, shall include AID Procurement Regulations (AIDPR).

(j) "Government" shall mean the U.S. Government.

#### 2. APPROVALS (AIDPR 7-7.5501-2)

All approvals made under the Contract by the Contracting Officer, or Mission Director, shall be in writing and obtained by the Contractor in advance of the contemplated action. If, because of existing conditions, it is impossible to obtain prior written approval, the approving official may, at his discretion, ratify the action after the fact.

#### 3. BIOGRAPHICAL DATA (AIDPR 7-7.5501-3)

The contractor agrees to furnish to the Contracting Officer the biographical information requested on Form AID 1420-17, Contractor Employee Biographical Data Sheet, for: (1) All contractor employees to be sent outside the United States, and (2) the campus coordinator. Biographical data on other personnel employed under this Contract shall be available for review by AID at the Contractor's home institution.

#### 4. PERSONNEL COMPENSATION (AIDPR 7-7.5501-5)

Direct compensation of personnel will be reimbursable in accordance with the Contractor's established policies, procedures and practices except as otherwise provided in

## 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.)

#### INDEX OF CLAUSES

- |  |  |
|--|--|
| 1. Definitions   | 13. Conversion of United States Dollars to Local Currency  |
| 2. Contractor-Mission Relationships                          | 14. Facilities and Services to be Arranged by AID  |
| 3. Personnel   | 15. Title to and Care of Property  |
| 4. Personnel Compensation                                    | 16. Marking  |
| 5. Orientation and Language Training                         | 17. Insurance-Workmen's Compensation (Defense Base Act), Private Automobile, Marine and Air Cargo (Overseas) |
| 6. Leave and Holidays  | 18. Preference for U.S. Flag Air Carriers  |
| 7. Post Privileges   | 19. Local Cost Financing with U.S. Dollars   |
| 8. Differential and Allowances                               | 20. Use of Pouch Facilities  |
| 9. Travel Expenses   | 21. Health and Accident Coverage for AID Participant Trainees  |
| 10. Transportation and Storage Expenses                      |  |
| 11. Inspection Trips by Contractor's Officers and Executives |  |
| 12. Notice of Changes in Regulations                         |  |

#### 1. DEFINITIONS (AIDPR 7-7.5502-1)

(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 1 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 1 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 employees and spouses when attending personal interviews in accordance with the contractor's normal practice in selecting its personnel, or other persons designated as travelers by the contracting officer or the Mission Director, as appropriate.

(p) "Third country national (TCN) employee" means an individual who meets the citizenship requirements of AIDPR 7-1.260 and is hired while while residing outside the United States for work in a cooperating country.

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AID 1350-1 (10-79)	UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY AGENCY FOR INTERNATIONAL DEVELOPMENT	1. Cooperating Country Worldwide	Page 1 of Pages 5
		2. PIO/T No. 3631473	3. <input checked="" type="checkbox"/> Original or Amendment No. _____
		4. Project/Activity No. and Title 932-0643.3 Population Policy Research	

DISTRIBUTION	5. Appropriation Symbol 72-1131021.4		6. Allotment Symbol and Charge DDAA-83-13600-BG11(344-36-099-00-81-31)	
	7. Obligation Status <input checked="" type="checkbox"/> Administrative Reservation <input type="checkbox"/> Implementing Document		8. Project Assistance Completion Date (Mo., Day, Yr.) 4/30/86	
	9. Authorized Agent AID/W		10. This PIO/T is in full conformance with PRO/AG N/A      Date _____	
	11a. Type of Action and Governing AID Handbook <input checked="" type="checkbox"/> AID Contract (HB 14) <input type="checkbox"/> PASA/RSSA (HB 12) <input type="checkbox"/> AID Grant (HB 13) <input type="checkbox"/> Other		11b. Contract/Grant/PASA/RSSA Reference Number (if this is an Amendment)	

12. Estimated Financing (A detailed budget in support of column (2) is attached as attachment no. \_\_\_\_\_)

Maximum AID Financing	A. Dollars	(1) Previous Total	(2) Increase	(3) Decrease	(4) Total to Date
					550,000
	B. U.S.-Owned Local Currency				

13. Mission  
References

Project Author-  
ization signed  
4/26/83 - copy  
attached.

Advice of Progr.  
change required-  
cleared 5/20/83

14a. Instructions to Authorized Agent

The purposes of this PIO/T are to:

1. Request SER/CM to negotiate, according to the attached scope of work, a three year contract with Columbia University to establish a Development and Population Law and Policy Program at a level of funding of \$1,328,229 to be provided incrementally subject to the availability of funds.
2. Provide \$550,000 incremental funding for the first 15 months of project activities.

Justification for non-competitive procurement based on unsolicited proposal is attached.

14b. Address of Voucher Paying Office

FM/PAD  
623 SA-12

15. Clearances—Include typed name, office symbol, telephone number and date for all clearances.

A. The project officer certifies that the specifications in the statement of work are technically adequate S&T/POP/PDD, S. Seims <i>SP</i>	Phone No. 235-8081 Date 3/24/83	B. The statement of work lies within the purview of the initiating and approved agency programs S&T/POP, D. G. Gillespie	Date 4-4-83
C. S&T/POP/PDD, S. Clark <i>SP</i> S&T/POP/OPS, B. Case <i>SP</i>	Date 3/5/83	D. Funds for the services requested are available FUNDS RESERVED BY <i>B. Williams</i> 5/26/83	
E. S&T/POP, J. J. Speidel <i>SP</i> S&T/PO, H. Destler <i>SP</i>	Date 5-25-83	FM/PAD, B. Williams	

16. For the cooperating country The terms and conditions set forth herein are hereby agreed to	17. For the Agency for International Development
Signature _____ Date _____	Signature <i>Kenneth A. Milow</i> Date <u>5/25/83</u>
Title _____	Title S&T/PO, K. Milow

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AID 1350-1 (10-79)	1. Cooperating Country Worldwide	2. PIO/T No.	Page 2 of Pages 5
PIO/T	4. Project/Activity No. and Title 932-0643.3 Population Policy Analysis		

**SCOPE OF WORK**

18. THE SCOPE OF TECHNICAL SERVICES REQUIRED FOR THIS PROJECT ARE DESCRIBED IN ATTACHMENT NUMBER \_\_\_\_\_ HERETO ENTITLED "STATEMENT OF WORK".

19. SPECIAL PROVISIONS

- A.  LANGUAGE REQUIREMENTS (SPECIFY) \_\_\_\_\_  
(IF MARKED, TESTING MUST BE ACCOMPLISHED BY AID TO ASSURE DESIRED LEVEL OF PROFICIENCY)
- B.  ACCESS TO CLASSIFIED INFORMATION  WILL  WILL NOT BE REQUIRED BY TECHNICIAN(S).
- C.  DUTY POST(S) AND DURATION OF TECHNICIANS' SERVICES AT POST(S) (MONTHS) N/A
- D.  DEPENDENTS  WILL  WILL NOT BE PERMITTED TO ACCOMPANY TECHNICIAN. N/A
- E.  WAIVER(S) HAVE BEEN APPROVED TO ALLOW THE PURCHASE OF THE FOLLOWING ITEM(S) (COPY OF APPROVED WAIVER IS ATTACHED) N/A
- F.  COOPERATING COUNTRY ACCEPTANCE OF THIS PROJECT (APPLICABLE TO AID/W PROJECTS ONLY)  
 HAS BEEN OBTAINED  HAS NOT BEEN OBTAINED  
 IS NOT APPLICABLE TO SERVICES REQUIRED BY PIO/T
- G.  OTHER (SPECIFY)

20. BACKGROUND INFORMATION (ADDITIONAL INFORMATION USEFUL TO AUTHORIZED AGENT)

21. SUMMARY OF ATTACHMENTS ACCOMPANY THE PIO/T (INDICATE ATTACHMENT NUMBER IN BLANK)

- 1 DETAILED BUDGET IN SUPPORT OF INCREASED FUNDING (BLOCK 12)
- \_\_\_\_\_ EVALUATION CRITERIA FOR COMPETITIVE PROCUREMENT (BLOCK 14)
- 2 JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT (BLOCK 14)
- 3 STATEMENT OF WORK (BLOCK 18)
- \_\_\_\_\_ WAIVER(S) (BLOCK 19) (SPECIFY NUMBER)

AID 1350-1 (10-79)	1. Cooperating Country	2. PIO/T No.	Page 3 of	Pages 5
	4. Project/Activity No. and Title			
PIO/T				

22. Relationship of Contractor or Participating Agency to Cooperating Country and to AID

A. Relationships and Responsibilities

B. Cooperating Country Liaison Official

C. AID Liaison Officials

LOGISTIC SUPPORT

23. Provisions for Logistic Support

A. Specific Items (Insert "X" in applicable column at right. If entry needs qualification, insert asterisk and explain below in C. "Comments")	IN KIND SUPPLIED BY		FROM LOCAL CURRENCY SUPPLIED BY		TO BE PROVIDED OR ARRANGED BY SUPPLIER
	AID	COOPERATING COUNTRY	AID	COOPERATING COUNTRY	
(1) Office Space					
(2) Office Equipment					
(3) Housing and Utilities					
(4) Furniture					
(5) Household Equipment (Stoves, Refrig., etc.)					
(6) Transportation in Cooperating Country					
(7) Transportation To and From Country					
(8) Interpreter Services/Secretarial					
(9) Medical Facilities					
(10) Vehicles (official)					
(11) Travel Arrangements/Tickets					
(OTHER SPECIFY) (12)					
(13)					
(14)					
(15)					

B. Additional Facilities Available From Other Sources

APO/FPO

PX

COMMISSARY

OTHER (Specify, e.g., duty free entry, tax exemption)

FORMAT

Attachment No. 1  
PIO/T No. \_\_\_\_\_B U D G E TThe technical services required by  
this PIO/T are expected to begin on  
\_\_\_\_\_ and end on \_\_\_\_\_  
(date) (date)

<u>CATEGORY</u>	<u>DESCRIPTION</u>	<u>ESTIMATED COST</u>
<u>Salaries</u>	(Job title or speciality (work-months of required for project) assignment)*	\$ 363,732
<u>Fringe Benefits:</u>	(payroll cost)	\$ 90,710
<u>Consultants:</u>	(Speciality required (work-months of for the project) assignments)*	\$ 19,800
<u>Transportation and Travel:</u>		\$ 150,000
<u>Allowances:</u>		\$
<u>Equipment, Vehicles, Materials and Supplies:</u>		\$ 64,200
<u>Participant Training:</u>		\$ 49,500
<u>Subcontracts:</u>		\$ 165,000
<u>Other Direct Costs:</u>		\$ -
<u>Overhead:</u>		\$ 425,287
<u>Fixed Fee or Profit:</u>		\$
<u>GRAND TOTAL</u>		<u>\$ 1,328,229</u>

\* one work-month equals 21.7 days

\* See Attachment 1a

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Staff Breakdown by Title

<u>Title</u>	<u>Person Months</u>	<u>Cost</u> *
Project Director	28.8	176,635
Attorney	36.0	117,970
Research Associate	36.0	87,384
Secretary	36.0	<u>72,453</u>
		454,442
Consultants	99	19,800

\* Includes fringe benefits

MEMORANDUM

April 26, 1983

TO: CM/COD/PE, Johni Pittenger

FROM: S&T/HP, Francis R. Herder

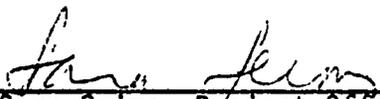
SUBJECT: Justification for Non-Competitive Procurement of Unsolicited Proposal: "Establishment of a Development and Population Law and Policy Program"

Based on the attached Action Memorandum which includes findings of the Office of Population, Policy Division Technical Evaluation, I am requesting that you award this contract to Columbia University without considering other sources.

I have determined that the substance of the proposal is not available to the Government without restrictions from another source: nor does it resemble any pending competitive solicitation; and is sufficiently unique to warrant exception from competitive procurement procedures.

Below is the Project Officer's certification that is required by AID PR Notice 78-4:

I certify that neither I nor, to the best of my knowledge and belief, any other A.I.D. employee solicited the proposal from the offeror or had other prior contact with the offeror regarding the subject matter of the proposal other than to convey to the offeror an understanding of A.I.D.'s mission and needs relative to the type of effort contemplated in the offer.

  
\_\_\_\_\_  
Sara Seims, Project Officer, S&T/POP/PDD

ACTION MEMORANDUM FOR THE AGENCY DIRECTOR FOR HEALTH AND POPULATION

FROM: S&T/POP, J. J. Speidel *JS*

Problem: Your review and approval is required for non-competitive procurement of a contract based on an unsolicited proposal from Columbia University, Center for Population and Family Health entitled "Establishment of a Development and Population Law and Policy Program."

Discussion: The Proposed Law and Policy Program would target specific technical assistance to legislators and legal experts to address legal, administrative, and policy questions concerning the availability and distribution of family planning. The proposal submitted to A.I.D. has a budget of \$1,350,000 and is for a three year period.

Activities of the Center would concentrate on the following three areas:

- 1) Status of Women. (Covering such issues as marriage and divorce laws, inheritance, guardianship of children, employment, and ownership of property.)
- 2) Population Policy. (Covering laws relating to maternal and child health, child labor, female employment, and programs to raise or lower population growth rates.)
- 3) Access to Family Planning. (Covering laws concerning the availability or restrictions on contraceptive distribution and use, including voluntary sterilization, etc.)

In accordance with Chapter 1, of the Federal Procurement Regulations, Section 1-4.309 (d) (1) through (5), page 335, this memorandum addresses the five evaluative criteria governing the review of unsolicited proposals.

1. Demonstrated Unique and Innovative Approach

The approach in this proposal is unique and innovative. Although lawyers occupy important policy positions in many developing countries, their expertise is rarely drawn upon as a force to expedite population policy development. Other policy projects concentrate on raising the awareness of political leaders to the relationship between rapid population growth and economic development or sponsor research to better understand the determinants of childbearing patterns. Up until now, no policy project has been specifically designed to work with indigenous legislative groups to help sponsor policies designed to improve access to family planning services and to protect the reproductive rights of women. This project will directly assist the major goals of A.I.D.'s population program, i.e. increasing access to voluntary family planning services.

The legal expertise of the Columbia University and similar institutes in the New York area will form the basis for a consortium of lawyers, expert in all facets of law and population, who will provide technical assistance tailored to the needs of the individual countries. At the same time, this

*JS*

project will be housed in and supervised by a center active in providing family planning in developing countries. The study tours called for in this project will provide the opportunity for interested and qualified developing country lawyers and legislators to visit other countries where family law and population policy legislation could perhaps be used as models for their own endeavors. This project will also build upon the law and population work previously developed by the United Nations. No other A.I.D. project or international program offers this specialized program which will address so directly the Agency's goals for the institutionalization of population assistance.

## 2. Overall Technical and Socioeconomic Merit of this Activity

The activities under this program are well thought out technically and administratively and show understanding of the cultural milieu in which the project will implement its program. The proposal amply demonstrates the high technical quality of the work of the Columbia University Center for Population and Family Health. The scope of activities of the proposal shows clear understanding of A.I.D.'s overall objectives in the population area.

## 3. Significant Potential for Meeting A.I.D. Objectives

One of the major goals of the Office of Population is to provide contraceptives to those couples who voluntarily decide to use family planning services. This project will directly assist in this goal. It will address those legislative and policy questions which currently restrict informed choice in this decision. Emphasis will be placed on supporting indigenous legal institutions and providing tailored technical assistance to individual LDC policy makers to accomplish the aims of the project. In this way, it is hoped that legislative institutions will be strengthened so that improvements in the status of women and access to contraception will be self-perpetuating. In addition, by its work with legislative and policy bodies, this project will support the goal to raise the awareness of planners and policy makers in developing countries to the interrelationships among rapid population growth and economic development.

## 4. Capabilities and Experience of the Contractor

The Columbia University Center for Population and Family Health is well qualified to implement this project. Since 1975, the Center has had a large operations research project (932-0632) which has provided its staff with expertise in A.I.D. technical assistance activities and given them credibility with LDC policy makers. In addition, the Center is a division of the School of Public Health and already participates in the study and teaching of population and development policy, reproductive rights and women in development. As part of Columbia University, this project will also be able to call upon the resources of that university's school of law. Collaboration will also be possible with appropriate international organizations such as IPPF, UNICEF, UNDP and others, with which professional linkages have already been made.

5. Qualifications and Experience of Key Personnel

The proposed program director, Dr. Stephen L. Isaacs, is Assistant Director of the Center and Associate Professor of Clinic Public Health. We believe Dr. Isaacs possesses that combination of skills and experience which make him qualified to develop and administer this program. Dr. Isaacs is a multi-lingual lawyer with many years of international population experience. Dr. Isaacs has had direct experience with international population donor agencies both when he worked for A.I.D. and for the Western Hemisphere Region of IPPF. In 1981, he published a book entitled, Population Law and Policy. As a result of these qualifications, it is evident that Dr. Isaacs is highly appropriate to direct the project. Should the proposal receive A.I.D. funding, a second lawyer with experience with international population issues will be recruited.

Recommendation: That you approve and sign the attached memorandum to CM/COD/PE recommending non-competitive procurement of this contract.

Approved   
Disapproved \_\_\_\_\_  
Date 4-26-83

Attachments:

- 1. Proposal Dated 1 November 82
- 2. Memorandum to CM/COD/PE from the Agency Director, S&T/HP

Clearances:  
S&T/FOP/R: SCClark (Draft) Date 02/07/83  
S&T/POP: DGGillespie J.S. DG Date 3-7-83  
S&T/PO: GEaton J. Eaton Date 2/14/83

Drafted by: S&T/POP/PDD: SSeims: 7/14/82: x58081  
Revised: ST/POP/PDD: SSeims: sw: 12/28/82: Wang 0194X  
Revised: ST/POP/PDD: SSeims: sw: 2/2/83: WANG 0194X  
Revised: ST/POP/PDD: SSeims: ms: 2/23/83: Wang 0194X