

(附属資料 13)

CIDAの専門家料金決定方法ガイドライン

CANADIAN INTERNATIONAL DEVELOPMENT AGENCY

BILATERAL PROGRAMMES BRANCH

DIRECTIVE NO. 1978/1

CIDA GUIDELINES - COOPERANT FEE DETERMINATION AND APPROVAL PROCESS

INTRODUCTION

1. This guideline details the criteria to be used in arriving at equitable and reasonable fees for cooperants who have been selected for an overseas assignment, and delineates the fee approval process. The purpose of the guideline is to establish uniformity with regard to the level of fees paid, and at the same time provide project staff with a degree of flexibility in negotiating contracts.
2. The essential element in determining an appropriate fee is the existence of a detailed job description which clearly indicates the qualifications required for the position and the extent of the duties to be performed. This will be prepared at the time the Plan of Operations is completed in order to establish the standards for which an appropriate fee range can be determined. A job description format is attached as Annex 1.

AUTHORITY

Section 15 (Part II) of the Technical Assistance Regulations (P.C. 1978-1268 dated April 20, 1978) provides the necessary authority for the President to enter into contracts for the services of cooperants and the delegation of this authority was approved by the Minister and the President on June 1, 1978.

POLICY

Basic Fee

3. A cooperant will be paid a basic fee based on the value of the work to be performed.

4. Premium

Based on Treasury Board guidelines a premium of up to 15% of the basic fee may be paid on a selective basis to compensate an individual who by removing himself from his normal employment milieu may suffer a loss of benefits or a reduction in career opportunities.

When a premium is paid 8% will be considered as the norm. However, in exceptional cases where difficulties in recruiting have been encountered or when other circumstances warrant a higher premium, an amount up to 15% may be paid.

5. Inflation and Productivity

For the second and each subsequent year of the initial contract the total fee for the first year may be augmented by up to 6% to compensate for inflation and an amount of up to 3% also may be added in recognition of increased productivity. The total annual fee increase is not to exceed \$2,400. Inflation and productivity percentages will be subject to review in the light of future inflationary trends and government policy.

6. Contract Fee

A contract fee based, as applicable, on the provision of paragraphs 3, 4 and 5 above, will be arrived at for each year of the contract. See paragraph 15 for an example.

7. Contract Extensions

When a cooperant's contract is to be extended beyond the original termination date up to 6% of the current annual contract fee may be added on an annual basis to compensate for inflation and up to 3% of the annual contract fee in recognition of increased productivity. The total annual fee increase is not to exceed \$2,400.

8. Secondments

The salary level and professional status of an individual to be seconded to CIDA from other federal government Departments, provincial governments, universities and the private sector as a cooperant should not normally exceed the requirements of the position as stated in the job description.

9. Cooperants hired by Contracting Agencies

Contracting Agencies are to be advised to utilize the same fee determination process as is the case for cooperants under direct contract to CIDA.

10. Retired Public Servants

Treasury Board guidelines (Circular No. 1978-21 dated May 18, 1978) relating to contracts for the services of former federal government officials in receipt of a retirement pension and who were earning a salary equal to or higher than the minimum of the pay range Senior Executive Level 1 in effect at the time of their retirement, require that:

- (a) contracts exceeding \$2,000. be approved by the Minister;
- (b) submissions for authority to enter into contracts exceeding \$25,000. shall be forwarded to the Treasury Board on the recommendation of the Minister.

11. Change of Duties or Assignment

The basic fee paid to the cooperant will be in accordance with the value of the new duties or assignment to be performed and the total fee may include a premium as per paragraph 4 and may include compensation for inflation as per paragraph 5.

12. Exceptional Cases

Where it is deemed necessary, due to extenuating circumstances, to deviate from the policy that the basic fee paid to a cooperant or an individual on secondment, will be based on the value of the work to be performed, the proposed fee will be subject to the approval process contained in these guidelines. (See paragraph 16c).

APPLICATION

13. Fee Range

Based on the duties of the position and the qualifications required, as stated in the job description, Resources Branch in cooperation with Area Divisions will establish the appropriate fee range for each position as part of the preparation of the Plan of Operations. There are three methods which can be utilized to achieve this:

(a) Market Value

A fee range may be established by a detailed comparison of the functions to be performed and the qualifications required, to the Canadian market value of a position with similar functions and qualifications.

(b) Salary Schedules

Fee range for some professional groups* are determined by schedules prepared by professional associations which relate a fee to years of experience and qualifications. Where appropriate, reference should be made to salary schedules in order to determine the value of the work to be performed.

(c) Job Evaluation

An assessment of the proposed duties can be undertaken by judging the work to be done against Public Service classification standards and rates of pay. The Classification and Staff Relations Division of CIDA will undertake this assessment.

* Engineers, university professors, certified technicians and technologists are some examples.

14. Income Excluded from Fee Determination

In determining the basic fee for an individual selected for an assignment, total family income or the income earned by a spouse, revenue derived from overtime, profit sharing, allowances for other fringe benefits are not to be considered. In addition, income earned by a candidate as a consequence of private or extra-curricula activities is not to be considered. An example of this would be consultant fees earned by a Professor or reimbursement for night classes or summer courses which is paid in addition to the annual salary of the individual.

15. Calculation of Premium, Inflation and Productivity

The following example illustrates the application of the policy stated in paragraphs 4 and 5 above.

	<u>First year</u>	<u>Second year</u>
Basic fee	\$20,000.	\$21,600.
Premium at 8%	1,600.	Nil
Inflation at 6%	Nil	1,296.
Productivity at 3%	Nil	648.
	<hr/>	<hr/>
Contract fee	\$21,600.	\$23,544.

Note: The cooperant's contract will clearly indicate the amount of the contract fee to be paid for each year of the contract; in this case, for two years, \$21,600 and \$23,544.

IMPLEMENTATION

16. Fee - Review Process

In order to ensure that a reasonable and equitable contract fee is arrived at for each cooperant selected for an overseas assignment the following procedures will be followed:

- (a) A "fee range" will be established by Resources Branch in cooperation with Area Divisions for each position and contract negotiations with the successful candidate will be within the established fee range.
- (b) The Project Team Leader will be responsible for contract negotiations within the established "fee range".

(c) A contract fee for an amount which exceeds the "fee range" established for the position will be considered as an exceptional case and must be approved by the appropriate Area Division Director-General on the advice of the Technical Assistance Advisor.

(d) A Contract fee in excess of \$40,000. per year must be submitted to the Treasury Board for approval. (P.C. 1978-1268 April 20, 1978 Section 15(b) Part II).

POSITION TITLE

PROJECT TITLE

COUNTRY

- I - PROJECT OBJECTIVE (one or two sentences)
- II - PROJECT DESCRIPTION:
 - (a) Organizations/institutions involved other than CIDA;
 - (b) Project components (equipment, training, technical assistance, etc.);
 - (c) Project stages;
 - (d) Financial details.
- III - TERMS OF REFERENCE:
 - (a) Place of duty and description if necessary; (See note A)
 - (b) Starting date and duration;
 - (c) Organizational structure in the field and scope of task to be accomplished; (See note B)
 - (d) Duties of the position. (See notes B and C)
- IV - QUALIFICATIONS: (See notes B and D)
 - (a) Professional qualifications and experience;
 - (b) Other personal attributes such as: ability to work within a team structure, language, etc.
- V - OTHER PERTINENT DATE (if required) (See note E)

EXPLANATORY NOTES

- A. Where the place of duty is to be in an isolated or unusual location this section should contain a brief description of the location, living conditions, schooling and other pertinent details which will assist the candidate in reaching a decision.
- B. Ideally, the organizational structure, the duties of the position and qualifications, should be expressed in such a way that the role of the expert is related to the overall project and the contribution to be made by other project participants including counterparts. This portion of the job description should clearly indicate the importance of the position and the consequences of actions taken in relation to the project. These factors, in turn, will indicate the caliber or level of competence required for the position.
- C. The duties of the position should be stated in such a way as to provide maximum information on the scope of the assignment and permit, at a later date, an evaluation of the performance of the expert. If appropriate responsibilities for counterpart training are to be included under this heading.
- D. The details under this heading should distinguish between necessary or desirable qualifications and should include required personal attributes such as proven managerial experience, leadership qualities, necessity for tact, etc.
- E. Supplementary but significant information not previously mentioned which would enable to possible candidate to "de-select" at the very outset, should be added as Other Pertinent Data.

December 10, 1977

(附属資料 14)

CIDA 専門家の海外手当

OVERSEAS ALLOWANCE FOR COOPERANTS ON CONTRACT

The overseas allowance is composed of a salary equalization factor, an overseas service premium and a post differential allowance as follows:

1. SALARY EQUALIZATION FACTOR ("SEF")

- (a) Where a cooperant is serving at a location outside Canada for which the Calculated Index is greater than 100, the amount of the SEF shall be calculated in accordance with the following formula:

$$SEF = \frac{CI - 100}{100} \times \frac{60F}{100}$$

- (b) In this formula,

- "CI" means the Calculated Index as determined in accordance with the provisions of section 4 below, and
- "F" means the cooperant's gross annual fee.

2. OVERSEAS SERVICE PREMIUM ("OSP")

- (a) The amount of the OSP shall be calculated in accordance with the following formula:

$$OSP = \frac{BP \times CI}{100}$$

- (b) In this formula,

- "BP" means the Basic Premium determined in accordance with the provisions of section 5 below, and
- "CI" means the Calculated Index as determined in accordance with the provisions of section 4 below.

3.

POST DIFFERENTIAL ALLOWANCE ("PDA")

- (a) The amount of the PDA varies depending on the post location and is determined in accordance with the Schedule to Directive 58 of the Foreign Service Directives, as amended from time to time by the Under Secretary of State for External Affairs. For those locations not specified therein the United States State Department classification system shall be applied as follows, subject to subsection (b) of section 3.

	<u>Post Rating</u>	<u>Post Differential Allowance</u> <u>Canadian Dollars per Annum</u>		
		<u>Single</u>	<u>Married</u>	<u>Married with dependants</u>
10% differential	I	450	575	700
15% differential	II	650	800	950
20% differential	III	950	1,150	1,400
25% differential	IV	1,200	1,500	1,800

- (b) In the case where the United States State Department Classification System and the Post Rating provided under Schedule 58 of the Foreign Service Directives for a capital city are not equal, the rating in Schedule 58 of the Foreign Service Directives is to be used as the standard and any differences identified will be applied accordingly to all other State Department ratings for that country.
- (c) Where the cooperant is located outside a capital at a location which is not named specially, the "Unlisted Posts-Areas" Rating provided in the United States State Department Classification System will apply and be adjusted as in (b) above.
- (d) In cases where CIDA considers that a review is required of the level assigned to a particular location, it is to consult with the Treasury Board Secretariat.
- (e) The applicable rate of Post Differential Allowance shall be determined in accordance with sub-section 5 (1) (a) (i), (ii) and 5 (1) (b) and will be adjusted during the course of the contract to reflect any changes.

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4.

CALCULATED INDEX

The Calculated Index shall be the Post Index (PI) determined by Statistics Canada for purposes of the Foreign Service Directives, except that:

- i) Calculated Index shall be 100 or greater
- ii) An additional 5 points shall be added in lieu of duty free privileges.

Where Statistics Canada has not determined a Post Index, the Calculated Index shall be the index determined by Statistics Canada as requested by CIDA for that location.

The Calculated Index shall be the index in effect at the time the contract is negotiated, and shall be adjusted during the course of the contract to reflect any change of 10 points or more.

5.

BASIC PREMIUM

(1) A cooperant shall be paid a Basic Premium

(a) at the married rate, only if:

- i) the cooperant and his spouse are residing in the developing country;
- ii) the cooperant has a dependent child residing with him in the developing country; or
- iii) the cooperant has a child, who, being unmarried and under 21 years of age and financially dependent upon him, is attending an educational institution away from the place of assignment.

(b) at a married with dependants rate only if:

- i) the cooperant has his spouse and a child residing with him in the developing country; or
- ii) he has two or more dependent children residing with him in the developing country.

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- (2) Basic premium table for countries where no Post Differential Allowance is payable.

CANADIAN DOLLARS PER ANNUM

	Single	Married	Married with dependants
Level 1	720	1,545	1,755
Level 2	936	2,008	2,282
Level 3	1,080	2,322	2,632

The Overseas Service Premium shall be paid at Level 1, except that:

- (a) where a cooperant has served for a minimum period of three years (or two years in a country where a Post Differential Allowance is payable as per Section 3 below), and subsequently signs a new contract, the Overseas Service Premium may be paid at Level 2; and
 - (b) where a cooperant has served for a minimum period of six years (or four years in countries where a Post Differential Allowance is payable), and subsequently signs a new contract, the Basic Premium may be paid at Level 3.
- (3) Basic premium table for countries where a Post Differential Allowance is payable.

CANADIAN DOLLARS PER ANNUM

	Single	Married	Married with dependants
Level 1	864	1,854	2,106
Level 2	1,152	2,472	2,808

The Overseas Service Premium shall be paid at Level 1 except that where a cooperant has served for a minimum period of two years (or three years in a country where no Post Differential Allowance is payable), and subsequently signs a new contract, the Overseas Service Premium may be paid at Level 2.



Canadian International Development Agency / Agence canadienne de développement international

CURRICULUM VITAE

INSTRUCTIONS

- 1. Type or Print in Ink.
2. If more space is required to answer a question, repeat item number and continue on a separate sheet.
3. Maximum period of validity for this form is two years.

DIRECTIVES

- 1. Dactylographier ou écrire à l'encre en lettres moulées.
2. Au besoin, utiliser une feuille séparée en indiquant le numéro de case.
3. Cette formule doit être remplie à nouveau dans deux ans.

Form with sections: 1. Surname, 2. S.I.N., 3. Permanent address, 4. Mailing address, 5. Place and country of birth, 6. Date of birth, 7. Sex, 8. Citizenship now, 9. List persons who would accompany you abroad, 10. Next of kin, 11. Other, 12. State any serious health problems, 13. Are you under medical treatment, 14. List the fields of activity, 15. If appointed for what period, 16. Date you would be available, 17. Minimum salary, 18. Overseas working experience, 19. State any countries where you would not be willing to serve.

20. Do you also wish to be considered for an assignment with an international organization such as the U.N.? Yes No
Accepteriez-vous que l'on propose votre candidature d'un organisme comme l'ONU?

21. May the Canadian International Development Agency make inquiries of your present employer? Yes No
L'Agence canadienne de développement international peut-elle communiquer avec votre employeur actuel?

22. List languages below -- *Connaissances linguistiques*

Languages <i>Langues</i>	Reading -- <i>Lecture</i>			Writing -- <i>Rédaction</i>			Speaking -- <i>Conversation</i>		
	good <i>bonne</i>	fair <i>moyenne</i>	poor <i>faible</i>	good <i>bonne</i>	fair <i>moyenne</i>	poor <i>faible</i>	good <i>bonne</i>	fair <i>moyenne</i>	poor <i>faible</i>
Mother tongue <i>Langue maternelle</i>									
Working language <i>Langues dont vous avez une connaissance pratique</i>	1								
	2								
	3								
	4								

23. Give full details of your education and other training -- *Indiquer de façon détaillée les études que vous avez faites et la formation acquise*

Name of institution <i>Nom de l'institution</i>	Degree or certificate received <i>Diplôme ou certificat reçu</i>	Specialty <i>Spécialisation</i>	Year completed <i>Études achevées en</i>

24. List professional societies, licences and certificates held.
Indiquez les associations professionnelles dont vous êtes membres et les licences, brevets et certificats que vous détenez.

25. List but do not attach any significant publications or graduate theses you have written.
Dressez la liste des thèses ou des ouvrages que vous avez publiés. (ne les envoyer pas)

26. List three references other than relatives who could give an appraisal of you and/or your family's suitability for an overseas assignment.
Références de trois personnes, sauf parents, qui peuvent témoigner de vos aptitudes et de celles de votre famille à vous acquieser d'une affectation à l'étranger.

Name <i>Nom</i>	Address and telephone number <i>Adresse et numéro de téléphone</i>	Profession <i>Profession</i>

27a. Present position title – <i>Titre du poste actuel</i>		Start salary <i>Traitement initial</i>	Present salary <i>Traitement actuel</i>
Full name of employer – <i>Nom de l'employeur (au complet)</i>		Employed – <i>Date d'entrée en fonctions</i> from le	
Address and telephone number of employer – <i>Adresse et numéro de téléphone de l'employeur</i>		Name of supervisor – <i>Nom du surveillant</i>	
Type of business – <i>Genre d'entreprise</i>			
Description of your work – <i>Fonctions</i>			

27b. Previous position title – <i>Titre de votre poste antérieur</i>		Start salary <i>Traitement initial</i>	Final salary <i>Traitement final</i>
Full name of employer – <i>Nom de l'employeur (au complet)</i>		Employed – <i>Période d'emploi</i> from de to à	
Address of employer – <i>Adresse de l'employeur</i>		Name of supervisor – <i>Nom du surveillant</i>	
Type of business – <i>Genre d'entreprise</i>		Reason for leaving – <i>Raison de votre départ</i>	
Description of your work – <i>Fonctions</i>			

27c. Previous position title – <i>Titre de votre poste antérieur</i>		Start salary <i>Traitement initial</i>	Final salary <i>Traitement final</i>
Full name of employer – <i>Nom de l'employeur (au complet)</i>		Employed – <i>Période d'emploi</i> from de to à	
Address of employer – <i>Adresse de l'employeur</i>		Name of supervisor – <i>Nom du surveillant</i>	
Type of business – <i>Genre d'entreprise</i>		Reason for leaving – <i>Raison de votre départ</i>	
Description of your work – <i>Fonctions</i>			

27d. Previous position title – Titre de votre poste antérieur		Start salary Traitement initial	Final salary Traitement final
Full name of employer – Nom de l'employeur (au complet)		Employed – Période d'emploi from de to à	
Address of employer – Adresse de l'employeur		Name of supervisor – Nom du surveillant	
Type of business – Genre d'entreprise	Reason for leaving – Raison de votre départ		
Description of your work – Fonctions			

18. Analyze your experience in relation to your specialization and indicate the extent of the contribution you feel you and your spouse (if applicable) could make in a developing country.
Décrivez l'expérience acquise dans votre domaine de spécialisation et indiquez la contribution que vous et votre conjoint (s'il y a lieu) pourriez apporter à un pays en développement.

Qualifications are normally subject to verification, which may include credit bureau checks. <i>Les déclarations font normalement l'objet d'un contrôle pouvant englober des vérifications auprès des bureaux de crédit.</i>	
19. Date – Date	Signature – Signature
RETURN TO: Canadian International Development Agency Human Resources Division 200 Principale Street Hull, Quebec K1A 0G4	ENVOYER À: Agence canadienne de développement international Direction des ressources humaines 200, rue Principale Hull, Québec K1A 0G4

PASA の 実 例

1. INITIAL STARTING DATE (Mo., Day, Yr.) September 1971		PASA PARTICIPATING AGENCY SERVICE AGREEMENT BETWEEN THE AGENCY FOR INTERNATIONAL DEVELOPMENT AND U.S. Department of		6. <input type="checkbox"/> PASA ORIGINAL <input checked="" type="checkbox"/> PASA AMENDMENT <u>8</u>	
2. PROJECTED COMPLETION DATE (Mo., Day, Yr.) September 30, 1977				7. PASA NUMBER <u>X</u> <u>Y</u> -276-4-72	
3. CATEGORY <input checked="" type="checkbox"/> TOY <input type="checkbox"/> ASSIGNED		5. PROJECT NO. AND TITLE <u>664-11-130-276</u> Accelerated <u>X</u> Production		8. COUNTRY/AID/W OFFICE <u>Y</u>	
4. DURATION OF FUNDING <input type="checkbox"/> CURRENT YEAR <input checked="" type="checkbox"/> FORWARD FUNDING				9. TYPE <input type="checkbox"/> REIM. <input checked="" type="checkbox"/> GRANT <input type="checkbox"/> LOAN	
				10. YEAR FY 19 <u>76</u> & T	
11. FINDING					
A. CITATIONS		(1) APPROPRIATION NO. 72	(2) ALLOTMENT NO.	(3) PIO/T/OBLIGATION NO. 6	
B. AMOUNT		(1) INITIAL OR CURRENT \$113,000 *	(2) CHANGE (+ OR -) \$35,640	(3) NEW TOTAL \$148,640	
C. TOTAL PROJECT COSTS		(1) PRIOR YEARS (FOR CONTINUOUS PROJECTS) \$484,800	(2) FUTURE YEARS (INCLUDE CURRENT FUNDING-BLOCKS B(1) OR B(3)) \$109,000	(3) ESTIMATED TOTAL \$593,800	
D. PRINCIPAL COST COMPONENTS (BLOCK B)		(1) SALARIES, DIFFERENTIAL AND BENEFITS \$24,855	(2) TRANSPORTATION INCLUDING PER DIEM \$1,057	(3) MISCELLANEOUS \$8,320 ***	(4) OVERHEAD \$7,128
E. SUPPLEMENTAL AID SUPPORT		(1) INITIAL OR CURRENT	(2) CHANGE (+ OR -)	(3) NEW TOTAL	
12. STATEMENT OF PURPOSE					
A. Summary This project was originated in 1971 to develop an organization capable of implementing a production-oriented national improvement program to increase the quantity and quality of and products in Y. During FY 1975 an evaluation was conducted and recommendations made for the final year of this project. It was also decided to have a follow-on Production and Utilization Project developed and initiated in FY 1977. X					
* Includes \$3,000 carry over from FY 1975 ** Principal cost components for TQ 1976 *** Includes \$5,720 short-fall during FY 1976					
13. GOVERNING PROVISIONS: PURSUANT TO THE GENERAL AGREEMENT DATED Feb. 20, 1976 BETWEEN AID AND THE <u>USDX</u> , THE AGENCY NAMED ABOVE AGREES TO PROVIDE THE SERVICES OUTLINED IN BLOCK 12 AMPLIFIED AS NEEDED BY APPENDIX A UNLESS OTHERWISE AUTHORIZED BY AID. ALL SERVICES SHALL BE OF U.S. ORIGIN. ANY APPENDICES ATTACHED HERETO ARE CONSIDERED PART OF THIS PASA.					
14. SIGNATURES					
NAME: TITLE/ OFFICE: <u>A. B. Acting Director, O/S</u>			NAME: TITLE/ OFFICE: <u>CHIEF, PARTICIPATING AGENCY BRANCH CONTRACT MANAGEMENT, AID</u>		
DATE: <u>September 30, 1976</u>			DATE: <u>September 30, 1976</u>		
15. APPENDICES <input checked="" type="checkbox"/> APPENDIX A - SCOPE OF WORK <input checked="" type="checkbox"/> APPENDIX B - BUDGET PLAN <input type="checkbox"/> OTHER/REFERENCE			16. NEGOTIATING OFFICERS AID: <u>CM/SOD/PAS:</u> AGENCY: <u>USD./ERS:</u>		

BUDGET PLAN APPENDIX B		PARTICIPATING AGENCY SERVICE AGREEMENT BETWEEN THE AGENCY FOR INTERNATIONAL DEVELOPMENT AND U. S. Department of		1. PASA NO.	2. AMENDMENT NO.	3. FISCAL YEAR
PAGE 1 of 1		U. S. Department of		JUN-276-4-72	8	TO 1976
7. FUNDED BY	P.I.O.T.-O.B.L.I.G. NO.	AMOUNT	P.I.O.T.-O.B.L.I.G. NO.	AMOUNT	3. ALLOTMENT	6. AMOUNT CURRENTLY FUNDED
	A-1	\$23,289			402-50-664-00-69-6	\$35,640
8. PASA BUDGET PLAN - FUNDING		AMOUNT	9. STAFFING			
DESCRIPTION	AMOUNT	NAME AND TITLE	GRADE	PERIOD (PERCENT/PAYS)	AMOUNT	
SALARIES	\$ 23,289	TO 1976 Budget	FC	Days		
BENEFITS (8.6 - 12% OF SALARIES)	1,566	" Specialist, D. C "	12/1	44	\$5,320	
DIFFERENTIAL (____% OF SALARIES)		" " " "	12/2	22	2,741	
LEAVE FACTOR (70% ONLY)		Engg. S. B	10/7	66	6,978	
(____% OF SALARIES & BENEFITS)		"...ist, M. C at \$159		52	8,250	
TRAVEL (EXPLAIN BELOW)	850	(Contract)				\$3,890
PER DIEM (EXPLAIN BELOW)	207					
MOVEMENT EFFECTS (INTERNATIONAL) (NORMALLY ONLY MOVEMENT TO POST)						
MOVEMENTS/STORAGE OF EFFECTS (DOMESTIC)	350					
OTHER: (SPECIFY BELOW)	7,970					
OVERHEAD <input type="checkbox"/> SALARIES & BENEFITS						
25% <input type="checkbox"/> NET COSTS <input checked="" type="checkbox"/> ALL COSTS	7,128					
TOTAL (INCLUDES _____ TO BE FUNDED BY FUTURE PASA AMENDMENTS)	\$ 35,640					
EXPLANATORY COMMENTS						

- 1/ 1-rd trip DC/Tp for consultant
- 2/ In transit and misc. for consultant
- 3/ Includes 3 security clearances \$2,250; \$5,720 short-fall during FY 76.

APPENDIX A SCOPE OF WORK Page 1 of 2	PARTICIPATING AGENCY SERVICE AGREEMENT Between THE AGENCY FOR INTERNATIONAL DEVELOPMENT AND U.S. Department of X	<input type="checkbox"/> ORIGINAL NO.	<input checked="" type="checkbox"/> AMEND NO. 8
		PASA No.	
		/2 -276-4-72	
		FISCAL YEAR	

This amendment provides funds for an irrigation engineer, and a livestock advisor. However, the scope of work includes description of services for additional three technicians, a farm management economist, forage seed production and forage production agronomist who have been nominated and will enter on duty during FY 1977.

In addition some short-term consultant service will be required during the 2Q and FY 1977.

B. Scope of Work

C. Background Information

D. Reports

E. Liaison and Guidance

F. Language Requirements

G. Logistic Support

H. Special Provisions

USDX is hereby authorized to sub-contract for consultant services.

(附屬資料 17)

AID 契約 専門家 規定

GENERAL PROVISIONS

CONTRACT WITH A U.S. CITIZEN FOR PERSONAL SERVICES ABROAD

To be used on tours of duty of less than 1 year. For tours of duty of 1 year or more, use this "General Provisions" and the "Additional General Provisions."

INDEX OF CLAUSES

1. Definitions
2. Laws and Regulations Applicable Abroad
3. Physical Fitness
4. Workweek
5. Leave and Holidays
6. Differential and Allowances
7. Social Security and Federal Income Tax
8. Advance of Dollar Funds
9. Insurance
10. Travel and Transportation Expenses
11. Payment
12. Conversion of U.S. Dollars to Local Currency
13. Post of Assignment Privileges
14. Security Requirements
15. Contractor-Mission Relationships
16. Termination
17. Disputes
18. Release of Information
19. Officials Not to Benefit
20. Covenant Against Contingent Fees
21. Notices

AID 1420-37 (1-74)

GENERAL PROVISIONS

CONTRACT WITH A U.S. CITIZEN FOR PERSONAL SERVICES ABROAD

1. Definitions

- 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. "Contracting Officer" shall mean the person executing this Contract on behalf of the U.S. Government, or his successor 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.
- d. "Contractor" shall mean the individual engaged to serve in the cooperating country under this Contract.
- e. "Cooperating country" shall mean the foreign country in or for which services are to be rendered hereunder.
- f. "Cooperating government" shall mean the government of the cooperating country.
- g. "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.
- h. "Government" shall mean the United States Government.
- i. "Local currency" shall mean the currency of the cooperating country.
- j. "Mission" shall mean the United States AID Mission to, or principal AID office in, the cooperating country.
- k. "Mission Director" shall mean the principal officer in the Mission in the cooperating country, or his designated representative.
- l. "Tour of duty" shall be the Contractor's period of service under this Contract and shall include orientation in the United States (less language training), authorized leave, and international travel.
- m. "Traveler" shall mean the Contractor in authorized travel status.
- n. "Project Officer" shall mean the AID official to whom the Contractor reports, and who is responsible for monitoring the Contractor's performance.

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2. Laws and Regulations Applicable Abroad

a. Conformity to Laws and Regulations of the Cooperating Country

Contractor agrees that, while in the cooperating country, he shall abide by all applicable laws and regulations of the cooperating country and political subdivisions thereof.

b. Purchase or Sale of Personal Property or Automobiles

To the extent permitted by the cooperating country, the purchase, sale, import, or export of personal property or automobiles in the cooperating country by the Contractor shall be subject to the same limitations and prohibitions which apply to Mission U.S.-citizen direct-hire employees.

c. Code of Conduct

The Contractor shall, during his tour of duty under this Contract, be considered an "employee" (or if his tour of duty is for less than 130 days, a "special Government employee") for the purposes of, and shall be subject to, the provisions of M.O. 443.1 - Employee Responsibilities and Conduct, and the Contractor acknowledges receipt of a copy of said manual order by his acceptance of this Contract.

3. Physical Fitness

The Contractor shall be required to be examined by a licensed doctor of medicine and the Contractor shall obtain from the doctor a certificate that, in the doctor's opinion, the Contractor is physically qualified to engage in the type of activity for which he is to be employed under the Contract and is physically qualified to reside in the cooperating country. A copy of the certificate shall be provided to the Contracting Officer prior to the Contractor's departure for the cooperating country or if this Contract is entered into in the cooperating country, the Contractor shall provide the certificate before he starts work under the Contract. The Contractor shall be reimbursed not to exceed \$50 for the cost of the physical examination.

4. Workweek

The Contractor's workweek shall not be less than 40 hours and shall be scheduled to coincide with the workweek for those employees of the Mission or the cooperating country agency most closely associated with the work of this Contract.

5. Leave and Holidays

a. Vacation Leave

(1) The Contractor shall earn vacation leave at the rate of 13 workdays per annum or 4 hours every 2 weeks. However, no vacation shall be earned if the tour of duty is less than 90 days.

(2) It is understood that vacation leave is provided under this Contract primarily for the purposes of affording necessary rest and recreation during the tour of duty in the cooperating country. All vacation leave earned by the Contractor will be used during the Contractor's tour of

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duty. Unless approved by the Contracting Officer or Mission Director, the maximum amount of vacation leave which the Contractor may take following the completion of his services overseas shall be limited to vacation leave earned by the Contractor during a 6-month period.

b. Sick Leave

Sick leave is earned at a rate not to exceed 13 workdays per annum or 4 hours every 2 weeks. Unused sick leave may be carried over under an extension of this Contract but the Contractor will not be compensated for unused sick leave at the completion of this Contract.

c. Leave Without Pay

Leave without pay may be granted only with the written approval of the Contracting Officer or Mission Director.

d. Holidays

The Contractor, while serving abroad, shall be entitled to all holidays granted to U.S.-citizen direct-hire employees by the Mission who are on comparable assignments.

6. Differential and Allowances

The following differential and allowances will be granted to the Contractor to the same extent and on the same basis as they are granted to U.S.-citizen direct-hire employees at the Mission by the Standardized Regulations (Government Civilians, Foreign Areas), as from time to time amended, except as noted to the contrary below:

	<u>Applicable Reference to Standardized Regulations</u>
a. Post Differential	Chapter 500 and Tables in Chapter 900
b. Living Quarters Allowance	Section 130
c. Temporary Lodging Allowance	Section 120
d. Post Allowance	Section 220
e. Supplemental Post Allowance	Section 230
f. Payments During Evacuation	Section 600

The allowances provided in paragraphs b. through e. above shall be paid to the Contractor in dollars or in the currency of the cooperating country in accordance with the practice prevailing at the Mission, or the Mission Director may direct that the Contractor be paid a per diem in lieu thereof as prescribed by the Standardized Regulations (Government Civilians, Foreign Areas), as from time to time amended.

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7. Social Security and Federal Income Tax

F.I.C.A. contributions and U.S. Federal Income Tax withholding shall be deducted in accordance with regulations and rulings of the Social Security Administration and the U.S. Internal Revenue Service, respectively.

8. Advance of Dollar Funds

If requested by the Contractor and authorized in writing by the Contracting Officer, AID will arrange for an advance of funds to defray the initial cost of travel, travel allowances, authorized precontract expenses, and shipment of personal property. The advance shall be granted on the same basis as to an AID U.S.-citizen direct-hire employee in accordance with M.O. 752.2 - Travel Advances.

9. Insurance

a. Workmen's Compensation Benefits

The Contractor shall be provided workmen's compensation benefits in accordance with the Federal Employees Compensation Act.

b. Health and Life Insurance

The Contractor shall be reimbursed for the cost of personal health and life insurance premiums not to exceed \$100 per annum.

c. Insurance on Private Automobiles

If the Contractor or his dependents transport, or cause to be transported, privately owned automobile(s) to the cooperating country, or any of them purchase an automobile within the cooperating country, the Contractor agrees to insure that all such automobile(s) during such ownership within the cooperating country will be covered by a paid-up insurance policy issued by a reliable company providing the following minimum coverages, or such other minimum coverages as may be set by the Mission Director, payable in U.S. dollars or its equivalent in the currency of the cooperating country: injury to persons, \$10,000/\$20,000; property damage, \$5,000. The Contractor further agrees to deliver, or cause to be delivered to the Mission Director, the insurance policies required by this clause or satisfactory proof of the existence thereof, before such automobile(s) is operated within the cooperating country. The premium costs for such insurance shall not be a reimbursable cost under this Contract.

10. Travel and Transportation Expenses

a. General

AID/Washington Office of Management Operations, or such other office as may be designated by that office, may furnish Transportation Requests (TR's) to the Contractor for transportation originating in the United States authorized by this Contract, and the executive or administrative officer at the Mission may furnish TR's for such authorized transportation which is payable in local currency or is to originate overseas. When transportation is not provided by Government-issued TR, the Contractor shall procure his own transportation, the costs of which will be reimbursed in accordance with the following:

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b. Travel and Transportation

(1) U.S. Travel and Transportation

The Contractor shall be reimbursed for actual transportation costs and travel allowances in the United States as authorized in the Schedule or approved in advance by the Contracting Officer or the Mission Director. Transportation costs and travel allowances shall not be reimbursed in any amount greater than the cost of, and time required for, economy-class commercial-scheduled air travel by the most expeditious route except as otherwise provided in paragraph (6) below, unless economy air travel is not available and the Contractor certifies to this in his voucher or other documents submitted for reimbursement.

(2) International Travel

(a) The Contractor shall be reimbursed for actual transportation costs and travel allowances from place of residence in the United States (or other location, provided that the cost of such travel does not exceed the cost of travel from the place of residence), to post of duty in the cooperating country and return to place of residence in the United States (or other location, provided that the cost of such travel does not exceed the cost of travel from the post of duty to the place of residence) upon completion of his duties. Such transportation costs shall not be reimbursed in an amount greater than economy-class commercial-scheduled air travel by the most expeditious route, except as otherwise provided in paragraph (6) below and unless economy air travel is not available and the Contractor certifies to the facts in the voucher or other documents he submits for reimbursement. When travel to or from the cooperating country is by economy-class accommodations, the Contractor will be reimbursed for the costs of transporting up to 22 pounds gross weight of accompanied personal baggage in addition to that regularly allowed with the economy ticket, provided that the total number of pounds of baggage does not exceed that regularly allowed for first-class travelers. Travel allowances shall be at the rate of \$6 per day for not more than the travel time required by scheduled economy-class commercial air carrier using the most expeditious route and computed in accordance with the Federal Travel Regulations, as from time to time amended. One stopover en route for a period not to exceed 24 hours is allowable when the Contractor uses economy-class accommodations for a trip of 14 hours or more of scheduled duration. Such stopover shall not be authorized when travel is by indirect route for the convenience of the Contractor. Per diem during authorized stopover shall be paid in accordance with the Federal Travel Regulations, as from time to time amended.

(b) Unaccompanied Baggage

Except as provided in the Schedule or approved by the Contracting Officer, the Contractor who is on a tour of duty of 90 days or more under this Contract shall be reimbursed for the cost of unaccompanied personal effects not to exceed 100 pounds gross weight via airfreight from place of residence in the United States (or other location, provided that the cost of such shipment does not exceed the cost of shipment from the place of residence) to post of duty in the cooperating country and return to place of residence in the United States (or other location, provided that the cost of such shipment does not exceed the cost of shipment from the post of duty to the place of residence) upon completion of his duties.

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(3) Local Travel

The Contractor shall be reimbursed at the rates established by the Mission Director for authorized travel in the cooperating country in connection with duties directly referable to work under this Contract. In the absence of such established rates, the Contractor shall be reimbursed for actual costs of authorized travel in the cooperating country if not provided by the cooperating government or the Mission in connection with duties directly referable to work hereunder, including travel allowances at rates prescribed by the Standardized Regulations (Government Civilians, Foreign Areas), as from time to time amended.

(4) Special International Travel and Third-Country Travel

For special travel which (a) advances the purpose of the Contract, (b) is not otherwise provided by the cooperating government, and (c) has the prior written approval of the Contracting Officer or the Mission Director, the Contractor shall be reimbursed for (i) the costs of international transportation other than between the United States and the cooperating country and for local transportation within other countries, and (ii) travel allowances while in official travel status and while performing services under the Contract in such other countries at rates prescribed by the Standardized Regulations (Government Civilians, Foreign Areas), as from time to time amended.

(5) Indirect Travel for Personal Convenience

(a) When travel is performed by an indirect route for the personal convenience of the traveler, the allowable costs of such travel will be computed on the basis of the cost of economy class air fare via the direct usually traveled route between the authorized points of departure and destination.

(b) If such costs include fares for air or ocean transportation by foreign-flag carriers, approval for indirect travel by such foreign-flag carrier pursuant to paragraph (9)(a) below must be obtained from the Contracting Officer or the Mission Director before such travel is undertaken, otherwise only that portion of travel accomplished by U.S.-flag carriers will be reimbursable within the above limitation of allowable costs.

(6) Delays En Route

The Contractor may be granted reasonable delays en route while in travel status, not circuitous in nature, which are caused by events beyond the control of the Contractor. It is understood that if the delay is caused by physical incapacitation, the Contractor shall be eligible for such sick leave as is provided under GP Clause No. 5.b. of this Contract.

(7) Privately Owned Automobiles (POV)

(a) If travel by POV is authorized in the Schedule or approved by the Contracting Officer, the Contractor shall be reimbursed for the cost of travel in his privately owned automobile at the rate of 12 cents per mile, plus authorized per diem, if the automobile is being driven in connection with (i) authorized orientation, (ii) authorized duties under this Contract, or (iii) en route to or from the cooperating country provided that the total cost of the mileage and the per diem to the Contractor shall not exceed the total constructive cost of fare and normal per diem by (1) surface common carrier or (2) less than first-class air, whichever is the lesser.

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(b) Costs of the shipment of automobiles for Contract tours of duty of less than 1 year are not reimbursable under this Contract.

(8) Emergency and Irregular Travel and Transportation

Actual transportation costs and travel allowances while en route, as provided in this section, shall be reimbursed under the following conditions:

(a) Subject to the prior written approval of the Mission Director, the costs of going from post of duty in the cooperating country to the United States or other approved location for the Contractor when, because of reasons or conditions beyond his control, the Contractor has not completed his required service in the cooperating country. The Mission Director may also authorize the return to the cooperating country of such Contractor.

(b) It is agreed that paragraph (a) above includes, but is not necessarily limited to, the following:

1. Need for medical care beyond that available within the areas to which the Contractor is assigned.
2. Serious effect on physical or mental health if residence is continued at assigned post of duty.
3. Serious illness, injury, or death of a member of the Contractor's immediate family. Travel shall be authorized in accordance with emergency visitation travel granted to U.S.-citizen direct-hire employees under Chapter 699 of the Standardized Regulations (Government Civilians, Foreign Areas).
4. Emergency evacuation, when ordered by the principal U.S. Diplomatic Officer in the cooperating country. Allowances at safe haven when authorized by the Mission Director shall be payable in accordance with established Government Regulations.
5. Preparation and return of the remains of a deceased Contractor.

(9) Limitation on Travel

(a) International Air Transportation

All official air travel conducted under the provisions of this Contract shall be performed via U.S.-flag carriers except when otherwise necessitated by the official business concerned or to avoid unreasonable delay, expense, or inconvenience. Foreign-flag carriers may be used when U.S.-flag carriers are not available or efforts to utilize a U.S.-flag carrier would result in excessive delay, cost, or personal inconvenience. When a foreign-flag carrier is used for any reason, other than instances where no U.S.-flag carriers operate between any two points on a traveler's itinerary, a written justification setting forth the reasons for using the foreign-flag carrier must be submitted to the Contracting Officer or Mission Director for prior approval. In the event foreign-flag air service must be used because of schedule changes, or other circumstances beyond the control of the traveler while en route, the Contractor shall certify such circumstances on his voucher submitted for reimbursement.

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1. When U.S.-Flag Carriers Do Not Provide Service

a. Direct Travel

A foreign-flag carrier may be used when a U.S.-flag carrier does not service the authorized point of origin or destination, in which case:

(1) A foreign-flag carrier may be used to the nearest practicable interchange point on a usually traveled route from which a U.S.-flag carrier provides service to complete the journey; or

(2) Travel shall be on a U.S.-flag carrier to the farthest practicable interchange point on a usually traveled route from which a foreign-flag carrier can be taken to complete the journey.

b. Indirect Travel

When air travel is performed via an indirect route for the personal convenience of the traveler, a foreign-flag carrier can be used only when:

(1) A U.S.-flag carrier does not provide service.

(2) Travel by the indirect route does not result in greater total use of foreign-flag service than would have been necessary on a direct route. (For audit purposes, the published airline fares for foreign-flag carrier segments on the direct route and on the indirect route actually traveled will serve as the basis for comparison.)

2. When U.S.-Flag Carriers Provide Service

When there is regularly scheduled service by a U.S.-flag carrier, it must be used except when:

a. Payment for services can be made through use of surplus foreign credits owned by the United States or from AID trust funds and U.S.-flag carriers will not accept such funds; or

b. The traveler, proceeding via a usually traveled route, would be detained over 6 hours at any interchange point en route awaiting a U.S.-flag carrier; or

c. Travel by a U.S.-flag carrier could not be performed in time to carry out the purpose of the travel; or

d. The use of a foreign-flag carrier is necessary or expedient to carry out the mission to be performed.

11. Payment

a. Once each month (or at more frequent intervals, if approved by the paying office indicated on the Cover Page), the Contractor may submit to such office the Voucher Form SF 1034 (original)

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and SF 1034-A (three copies), each voucher identified by the AID contract number, properly executed in the amount of dollars claimed during the period covered. The voucher forms shall be supported by:

(1) The Contractor's detailed invoice, in original and two copies indicating, for each amount claimed, the paragraph of the Contract under which payment is to be made, supported when applicable as follows.

(a) For compensation-a statement showing period covered, days worked, and days when Contractor was in authorized travel, leave, or stopover status for which compensation is claimed. All claims for compensation will be accompanied by, or will incorporate, a certification signed by the Project Officer covering days or hours worked, or authorized travel or leave time for which compensation is claimed.

(b) For travel and transportation-a statement of itinerary with attached carrier's receipt and/or passenger's coupons, as appropriate.

(c) For reimbursable expenses-an itemized statement supported by original receipts.

(2) The first voucher submitted shall include a fully executed Form W-4, Employees Withholding Exemption Certificate, to permit required withholding by AID, such as Federal Income Tax, F.I.C.A. deductions, and, when applicable, state income tax. The first voucher shall also account for, and liquidate the unexpended balance of, any funds theretofore advanced to the Contractor.

b. A final voucher shall be submitted by the Contractor promptly following completion of the duties under this Contract but in no event later than 120 days (or such longer period as the Contracting Officer may in his discretion approve in writing) from the date of such completion. The Contractor's claim, which includes his final settlement of compensation, shall not be paid until after the performance of the duties required under the terms of this Contract has been approved by AID. On receipt and approval of the voucher designated by the Contractor as the "final voucher" submitted on form SF 1034 (original) and SF 1034-A (three copies), together with a refund check for the balance remaining on hand of any funds which may have been advanced to the Contractor, the Government shall pay any amounts due and owing the Contractor.

12. Conversion of U.S. Dollars to Local Currency

Upon arrival in the cooperating country, and from time to time as appropriate, the Contractor shall consult with the Mission Director or his authorized representative who shall provide, in writing, the policy the Contractor shall follow in the conversion of U.S. dollars to local currency. This may include, but not be limited to, the conversion of said currency through the cognizant U.S. Disbursing Officer, or Mission Controller, as appropriate.

13. Post of Assignment Privileges

a. Health room services are generally available for Contractor at the post of duty. These services do not include hospitalization, or predeparture or end of tour medical examinations. The services do include such medications as may be available, immunizations and preventive health measures, diagnostic examinations and advice, emergency treatment, and home visits as medically indicated.

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b. Privileges such as the use of APO, PX's, commissaries and officer's clubs are established at posts abroad pursuant to agreements between the U.S. and host governments. These facilities are intended for and usually are limited to members of the official U.S. establishment including the Embassy, A.I.D. Mission, U.S. Information Service and the Military. Normally, the agreements do not permit these facilities to be made available to non-official Americans.

14. Security Requirements

a. The provisions of the following paragraphs of this clause shall apply to the extent that this Contract involves access to classified information ("Confidential," "Secret," or "Top Secret") or access to administratively controlled information ("Limited Official Use").

b. The Contractor (1) shall be responsible for safeguarding all classified or administratively controlled information in accordance with appropriate instructions furnished by the AID Office of Security, as referenced in paragraph d. below and shall not supply, disclose, or otherwise permit access to classified information or administratively controlled information to any unauthorized person; (2) shall not make or permit to be made any reproductions of classified information or administratively controlled information except with the prior written authorization of the Contracting Officer or Mission Director; (3) shall submit to the Contracting Officer, at such times as the Contracting Officer may direct, an accounting of all reproductions of classified or administratively controlled information; and (4) shall not incorporate in any other project any matter which will disclose classified and/or administratively controlled information except with the prior written authorization of the Contracting Officer.

c. The Contractor shall not permit any alien access to classified or administratively controlled information. The Contractor shall not permit any individual to have access to classified information or administratively controlled information without the prior written authorization of the Contracting Officer or Mission Director.

d. The Contractor shall follow the procedures for classifying, marking, handling, transmitting, disseminating, storing, and destroying official material in accordance with the regulations in the Uniform State/AID/USIA Security Regulations (M.O. 631.1 - Security Regulations), a copy of which will be furnished by the Contracting Officer or Mission Director.

e. The Contractor agrees to submit immediately to the Mission Director or Contracting Officer a complete detailed report, appropriately classified, of any information which the Contractor may have concerning existing or threatened espionage, sabotage, or subversive activity.

f. The Government agrees that when necessary it shall indicate by security classification or administratively controlled designation, the degree of importance to the national defense of information to be furnished by the Contractor to the Government or by the Government to the Contractor and the Government shall give written notice of such security classification or administratively controlled designation to the Contractor and of any subsequent changes thereof. The Contractor is authorized to rely on any letter or other written instrument signed by the Contracting Officer changing a security classification or administratively controlled designation of information.

g. The Contractor agrees to certify after completion of his assignment under this Contract that he has surrendered or disposed of all classified and/or administratively controlled information in his custody in accordance with applicable security instructions.

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15. Contractor-Mission Relationships

a. The Contractor acknowledges that this Contract is an important part of the U.S. Foreign Assistance Program and agrees that his duties will be carried out in such a manner as to be fully commensurate with the responsibilities which this entails.

b. While in the cooperating country, the Contractor is expected to show respect for the conventions, customs, and institutions of the cooperating country and not interfere in its political affairs.

c. If the Contractor's conduct is not in accordance with paragraph b., the Contract may be terminated pursuant to the General Provisions clause of this contract, entitled "Termination." The Contractor recognizes the right of the U.S. Ambassador to direct the immediate removal from a country of any U.S. citizen when, in the discretion of the Ambassador, the interests of the United States so require.

d. The Mission Director is the chief representative of AID in the cooperating country. In this capacity, he is responsible for the total AID Program in the cooperating country including certain administrative responsibilities set forth in this Contract and for advising AID regarding the performance of the work under the Contract and its effect on the U.S. Foreign Assistance Program. The Contractor will be responsible for performing his duties in accordance with the statement of duties called for by the Contract. However, he shall be under the general policy guidance of the Mission Director and shall keep the Mission Director or his designated representative currently informed of the progress of the work under the Contract.

16. Termination

This Contract may be terminated by the Contracting Officer:

a. For cause, by giving not less than 10 calendar days advance written notice and a statement of reasons to the Contractor in the event (1) he commits a breach or violation of any of his obligations herein contained, (2) a fraud was committed in obtaining this Contract, or (3) he is guilty (as determined by AID) of misconduct in the cooperating country. Upon such a termination, the Contractor's right to compensation shall cease when the period specified in such notice expires or the last day on which he performs services hereunder, whichever is earlier. No costs of any kind incurred by the Contractor after the date such notice is delivered to him shall be reimbursed hereunder except cost of return transportation (not including travel allowances), if approved by the Contracting Officer. If any costs relating to the period subsequent to such date have been prepaid by AID, the Contractor shall promptly refund to AID any such prepayment as directed by the Contracting Officer.

b. For the convenience of AID, by giving not less than 30 calendar days advance written notice to the Contractor. Upon such a termination, Contractor's right to compensation shall cease when the period specified in such notice expires except that the Contractor shall be entitled to return transportation costs and travel allowances and transportation of unaccompanied baggage costs at the rates specified in the Contract and subject to the limitations which apply to authorized travel status.

c. For the convenience of AID, when the Contractor is unable to complete performance of his services under the Contract by reason of sickness or physical or emotional incapacity based upon a certification of such circumstances by a duly qualified doctor of medicine approved by the Mission. The Contract shall be deemed terminated upon delivery to the Contractor of a termination notice. Upon such a termination, the Contractor shall not be entitled to compensation except to the extent of any unused vacation or sick leave but shall be entitled to return transportation, travel allowances, and unaccompanied baggage costs at rates specified in the Contract and subject to the limitations which apply to authorized travel status.

17. Disputes

a. Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Administrator, Agency for International Development, Washington, D.C. 20523. The decision of the Administrator or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Contracting Officer's decision.

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

18. Release of Information

All rights in data and reports shall become the property of the U.S. Government. All information gathered under this Contract by the Contractor and all reports and recommendations hereunder shall be treated as confidential by the Contractor and shall not, without the prior written approval of the Contracting Officer, be made available to any person, party, or government, other than AID, except as otherwise expressly provided in this Contract.

19. Officials Not to Benefit

No member of or delegate to the Congress or resident commissioner shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom.

20. Covenant Against Contingent Fees

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

21. Notices

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

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To AID:

Administrator
Agency for International Development
Washington, D.C. 20523
Attention: Contracting Officer
(name of the cognizant Contracting Officer with
a copy to the appropriate Mission Director)

To Contractor:

At his post of duty while in the cooperating
country and at the Contractor's address shown
on the Cover Page of this Contract

or to such other address as either of such parties shall designate by notice given as herein required.
Notices hereunder shall be effective in accordance with this clause or on the effective date of the
notice, whichever is later.

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CONSULTANTS AND EXPERTS

14A. Purpose

This chapter provides guidance on employment of Consultants and Experts by AID.

14B. Policy

1. Consultants and experts are appointed to provide specialized advice and services involving Agency problems, policies, or operating functions when such advice and services are not readily available in AID or from other Federal agencies, or when an outside point of view is needed.

2. The services of consultants and experts are utilized on an intermittent or temporary basis. They are not utilized to fill what are essentially continuing positions. For this reason, consultants and experts normally are not appointed for more than 130 days during a service year. However, all new and renewal appointments of Federal annuitants as consultants or experts contain a limitation on the number of days such annuitants may work under such appointments.

3. When the services of a retired AID employee are required as a consultant or expert, the retired employee may not begin work for a 60-day period following retirement. Any exception to this requirement must be approved by the Assistant Administrator for Program and Management Services (AA/SER). A retired AID employee will not be employed as a consultant or expert if a substantial portion of the proposed duties is to evaluate functions on which he or she worked prior to retirement.

4. Normally, naturalized citizens employed as consultants or experts are not assigned to duty in their countries of origin. (See Chapter 2, "Citizenship Requirements," of this Handbook.)

14C. Definitions

1. A consultant is a person who serves as an advisor to an officer or instrumentality of the Government, as distinguished from an officer or employee who carries out the Agency's duties and responsibilities. Ordinarily, a consultant is expert in the field in which he or she advises, but need not be a specialist.

2. A consultant position is a position requiring the performance of purely advisory or consultant services and does not include performance of operating functions.

3. An expert is a person with excellent qualifications and a high degree of attainment in a professional, scientific, technical, or

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other field. The expert's knowledge and mastery of the principles, practices, problems, methods, and techniques of his or her field of activity, or a specialized area in the field, are clearly superior to those usually possessed by ordinarily competent persons in that activity. An expert may be assigned operating or supervisory responsibilities.

4. An expert position is a temporary or intermittent position with duties that cannot be performed satisfactorily by someone not an expert in the particular field of activity.

5. A special Government employee is a consultant or expert employed to serve, with or without compensation, for not more than 130 days during any period of 365 consecutive days, under any type of appointment of whatever duration in one or more Federal agencies.

6. Intermittent employment means occasional or irregular employment on programs, projects, problems, or phases thereof, requiring intermittent service. When an intermittent expert or consultant works more than one-half of full-time employment; i.e., more than 130 days in a service year, employment automatically ceases to be intermittent and becomes temporary. Thus the expert or consultant may not continue in the same position beyond the service year in which the limit was exceeded.

7. A day worked is defined as any complete or partial day of service for which the employee is paid.

8. "Temporary employment" means employment for 1 year or less on programs, projects, problems, or phases thereof, requiring temporary service.

9. The service year is a 12-month period beginning with the date of initial appointment to a specific consultant or expert position.

10. The Administrative workweek means a period of 7 consecutive calendar days.

11. A regularly scheduled administrative workweek, or tour of duty, means the prescribed days and hours within the administrative workweek during which such employees are required to be on duty regularly.

12. An employer employee relationship usually exists when the consultant or expert:

- a. Serves under the direction and supervision of a Federal employee;
- b. Works in space, and with equipment, provided by the Government;
- c. Has access to Agency records and files;

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d. Analyzes Agency problems and functions and presents recommendations or reports;

e. Ordinarily serves on more than one occasion on the same project, and may serve periodically for some time;

f. Works on dates or at hours set by, or required to be reported to, the Agency.

14D. Responsibilities

1. Assistant Administrator for Program and Management Services (AA/SER)

Upon the request of SER/PM, AA/SER advises on action to be taken on all requests for the initial employment, and reemployment after a break in service, of consultants and experts.

2. Office of Personnel and Manpower (SER/PM)

a. Establishes policies and guidelines governing the appointment and use of experts and consultants in the Missions and in AID/W.

b. Approves or disapproves all requests by Bureaus or Offices for the employment or extension of consultants and experts.

c. Recruits qualified candidates, as required, referring names to the requesting Office or Mission for approval.

d. Processes and appoints selected candidates.

e. Controls renewals of consultants' and experts' contracts authorized by Section 626(a) of the Foreign Assistance Act of 1961, as amended.

f. Maintains effective controls over use of consultants and experts during their employment. In this regard, conducts frequent reviews, generally quarterly, for those who have worked more than 10 days during the quarter, to assure the following:

(1) duties performed are those of a consultant or expert;

(2) time limits are being observed;

(3) documentation is current; and

(4) duties of record are those being performed.

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3. Assistant Administrators and Heads of Offices (or their Deputies)

Certify to the accuracy of conditions of employment contained in form AID 4-483, Request for Employment of *Consultant or Expert*.

4. Overseas Consultants

a. Missions:

(1) Determine the need for, and request the services of, consultants and experts through the appropriate Geographic Bureau, AID/W;

(2) Clear recommended candidate with cooperating country as necessary;

(3) Fix travel per diem rates to insure that such rates do not exceed the amount required to meet the necessary authorized subsistence expenses;

(4) Utilize the selected person only for those duties described on the approved job statement on form AID 4-483 (Attachment 14A);

(5) Maintain Time and Attendance Reports and Transmit to SER/PM/ESD in accordance with Handbook 27;

(6) Advise the Office of Personnel and Manpower (SER/PM), at time of departure of a consultant or expert from post, of the number of days and the dates on which the employee worked.

b. Geographic Bureaus:

(1) Upon Mission request, request SER/PM approval to employ a *consultant or expert* to be assigned overseas and provide SER/PM with completed and certified form AID 4-483;

(2) Request SER/PM approval to extend or terminate a consultant or expert assigned to a Mission 30 days in advance of the proposed effective date and provide all information necessary to process action.

5. AID/Washington Consultants

AID/W Offices and Geographic Bureaus:

a. Determine the need for establishing or continuing a consultant or expert position in AID/W.

b. Assure that consultant man days are available to cover the appointee.

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c. Select the best available candidate subject to necessary clearances.

d. Request SER/PM approval to employ or extend a *consultant or expert* at least 30 days prior to proposed action and in this regard:

(1) Provide SER/PM with completed form AID 4-483 and other information required to process action;

(2) Obtain signature of Assistant Administrator or Office Head on the form AID 4-483. (See 14D3.)

e. Utilize the selected person only for those duties described on the approved job statement on form AID 4-483;

f. Control the number of days the appointee works in any one service year.

6. Office of Financial Management (SER/FM)

Authorizes manday ceilings to AID/W offices to cover the employment of consultants and experts.

7. Office of the General Counsel (GC)

AID's Counselor on Ethical Conduct and Conflicts of Interest reviews all statements of employment and financial interests submitted by consultants and experts for conformity to laws and regulations governing conflicts of interests, including statements which must be submitted prior to appointment. (See Handbook 25 - Employment and Promotion.)

8. Auditor General, Office of Security (AG/SEC)

Completes security investigations as prescribed by the chapter on the subject in Handbook 6 - Security.

14E. Conditions of Employment

1. Time Limitations on Appointments

a. Consultants and experts are appointed on a temporary or intermittent basis. Normally, persons serving more than 130 days in any service year are not eligible for reappointment to the same position. However, AID may renew only once the contracts of not more than 25 consultants and experts in any 1 year who have worked more than 130 days. Of these consultants and experts/ten may have general qualifications, ten may be retired military personnel with specialized

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research and development experience, and five may be retired personnel with specialized experience of a broad politico-military nature.

b. *All new and renewal appointments of Federal annuitants as consultants or experts contain a limitation on the number of days such annuitants may work under such appointments; the precise number of days will vary depending on the analysis of the basic salary of the individual on the date of retirement and the daily rate of pay authorized under the AID consultant/expert appointment. Form AID 4-520, Notification of Personnel Action, effecting the appointment or renewal action indicates under remarks the number of days the consultant or expert may work during that calendar year.*

c. When employed on an intermittent basis, consultants and experts:

(1) May serve AID indefinitely when they work 130 days or less each service year, *subject to provisions of 14E1b.*

(2) Are classed as "Special Government Employees" and are exempt from certain conflict of interest laws when they work 130 days or less during the service year. However, all consultants and experts are required to complete statements of employment and financial interests. (See 14E10.)

d. The services of a consultant or expert may be terminated, without notice, at any time his or her services are no longer required. Employing offices are responsible for promptly requesting termination of such appointment.

2. Hours of Duty

The hours of duty of a consultant or an expert may be adjusted to conform to the schedule prescribed for the post of duty. Mission directors and heads of Bureaus and Offices in AID/W, or their designees, may authorize consultants and experts to work on days other than regularly scheduled workdays, provided the related Notification of Personnel Action (form AID 4-520 (SF 50), Item 30, Remarks), makes note of these additional days of work.

3. Compensation

a. Rate of Pay

(1) Individuals employed as consultants or experts *who are not Federal annuitants* are compensated at rates not in excess of the maximum rate for GS-15. Daily rates at less than the maximum are set in multiples of \$5.00. The employee is paid for days worked and for official travel during scheduled workdays. If a *consultant or expert* is employed for a partial day, then pay is computed on a pro rata basis

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for the actual hours worked, unless it can be determined that the normal business or activity of the consultant or expert was substantially precluded by the performance of AID work. The rate paid to a consultant or expert is determined by the level of the assignment, the qualifications of the appointee and the rate of pay ordinarily charged for full-time employment and for consultant or expert services.

(2) Compensation for all new or renewal appointments of Federal annuitants as consultants or experts are computed using the following formula:

The annuity plus compensation is not to exceed during any calendar year the basic salary the individual was entitled to receive on the date of retirement. For example, a Federal annuitant whose annuity is approximately \$10,000 less than basic salary at time of retirement may be authorized to work approximately 100 days under a consultant or expert appointment entitled to \$100 per day.

b. Overtime Pay

Consultants and experts are not entitled to overtime pay.

c. Post Differential

(1) Consultants and experts assigned or detailed to an overseas post may be eligible for payment of post differential. Criteria for such payments are set forth in Handbook 26 - Position Classification, Pay, and Allowances (Chapter 13), and the Standardized Regulations (Government Civilians, Foreign Areas).

(2) Section 552 of the Standardized Regulations, Ceiling on Payments, also applies in determining the maximum amount of differential which may be paid to consultants and experts. Consultants and experts assigned or detailed overseas must have a regularly scheduled 40-hour workweek to be eligible for post differential. For employees authorized to work beyond the regularly scheduled 40-hour workweek only the first 40 hours paid will be considered in calculating post differential.

d. Holiday Pay

When authorized on form AID 4-520 effecting the appointment, consultants and experts working a prescheduled 5-day, or longer, administrative workweek may be paid for nonworked holidays.

e. Waiver of Compensation

Consultants or experts who do not wish to accept compensation must sign a Waiver of Compensation prior to performing any work (see Attachment 14b for sample) to protect the Government from future claims for services rendered. The waiver is retained as a permanent record in the employee's personnel folder and a copy is provided the Central Payroll Branch, SER/FM/ESD.

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f. Dual Compensation

(1) Retired civilian employees of the Government employed by AID as consultants or experts are exempt from dual compensation laws as provided by Section 626(b) of the Foreign Assistance Act of 1961, as amended; however, on all new and renewal appointments, AID has imposed a limitation on the number of days such annuitants may work. The annuity plus compensation as a consultant or expert is not to exceed during any calendar year the basic salary the individual was entitled to receive on the date of retirement.

(2) Retired members of the uniformed service employed by AID as consultants or experts draw full compensation from AID. The finance center of the service concerned determines what deductions, if any, are to be made from the officer's retired pay upon receipt of the AID personnel action effecting the appointment. The deduction varies depending upon such things as the type of appointment (intermittent, full-time), length of appointment, and whether the officer was retired for disability.

g. Compensation for Occupational Illness or Injury

Consultants and experts who incur an illness or injury in the course of official duties or official travel may be eligible for Federal Employees' Compensation benefits. (See Handbook 29 - Employee Relations and Benefits Chapter 1(G).)

h. Action Required upon Completion of Overseas Assignment

At the time of the departure of each consultant or expert from an overseas post, the Mission immediately submits to SER/PM, by airgram, a summary statement of the number of days and the dates on which the consultant or expert worked. SER/PM adds the allowable travel time and any approved consultation in AID/W to the reported number of days and determines the separation date.

4. Per Diem in Lieu of Subsistence

a. In addition to the basic daily rate of pay, a consultant or an expert may be paid travel expenses and per diem in lieu of subsistence. Such payments are authorized for each day the consultant or expert is required to be away from the commuting area of his or her home or regular place of business. Payment is made at the maximum applicable rate set forth in the Standardized Government Travel Regulations (SGTR), unless a lower rate is prescribed in the travel order.

b. AID authorizes only such per diem allowances as are justified by the circumstances affecting the travel. Rates are not fixed in excess of those required to meet the necessary authorized subsistence expenses. When a consultant or an expert is to be employed for a continuous period of more than 60 days, the employing office notifies SER/PM of any reduction in per diem, to be effective not later than the 61st day of

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employment. Consultants and experts are informed of the 60-day requirement, preferably in writing, prior to employment. Travel authorizations must be amended whenever a reduction in per diem is warranted. The amendment indicates a current or prospective date (not a retroactive date) for payment of reduced per diem (23 Comptroller General 713).

c. Per diem in lieu of subsistence may not be paid to any consultant or expert whose residence or regular place of business is located in the same commuting area as the post of duty.

d. If a consultant or an expert, upon or after appointment, changes his or her residence to the post of duty, per diem in lieu of subsistence must terminate as of the date of the change in residence.

5. Leave

Only consultants and experts with a regularly established tour of duty earn sick leave and annual leave. The appointment action must specify the tour of duty.

6. Retirement or Social Security Coverage

Consultants and experts are covered by Social Security, except when appointed without a break in service of 3 calendar days or less from a Federal position in which they were subject to the Civil Service Retirement Act. In the latter instance, they may be continued under Civil Service Retirement. Foreign Service annuitants must be covered by Social Security in all cases.

7. Life Insurance and Health Benefits

Consultants and experts are not eligible for group life insurance or health benefits coverage unless employed full time or part time with a regular tour of duty following, without a break in service of more than 3 calendar days, service under which they were covered.

8. Performance of Work Away from AID Facilities

Consultants and experts perform their duties in the same working area or office space provided for regular employees except when the assignment requires constant travel or movement to different locations and under other extraordinary circumstances. The official who signs form AID 4-483 covering the appointment action must approve the written request to perform work away from AID facilities. When authorized to perform work elsewhere, the consultant or expert is responsible for reporting time and attendance to the employing office, which in turn certifies the claim for payment to the Central Payroll Branch, SER/FM/ESD.

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14E

9. Political Activity Restrictions

a. Employees with Regular Tour of Duty

Consultants and experts who have a regular established tour of duty are subject to the political activity restrictions of Section 9(a) of the Hatch Act (5 U.S.C. 118(1)). (See Handbook 24, General Personnel Policy and Civil Service Rule IV for further information.)

b. Intermittent Employees

Consultants and experts employed on an intermittent basis are subject to the political activity restrictions cited above while in an active duty status. For this purpose, "active duty status" covers the full 24 hours of any day on which the individual performs some service for the Federal Government.

10. Conflict of Interest Statement of Financial Interest

The extent to which the conflict of interest rules apply to consultants and experts depends upon whether they qualify as Special Government Employees. Therefore, each applicant for a consultant or an expert position is required to file a statement of financial interest as required by Handbook 24, General Personnel Policy, Chapter 4, for review by AID's Counselor on Ethical Conduct and Conflicts of Interest.

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