

PD-ABE-050  
ISA 66467

**THE FILES**

October 16, 1968

**Harold M. Midkiff, HRO**

✓ **University Administrative Improvement and Reform Project**

At a meeting on October 12 at the Council of Rectors general agreement was reached between Dr. Tiller representing the University of Houston and members of the board of directors of the Council as to the terms of a contract for technical services to be rendered by the University of Houston to the Council. Representing the Council were Prof. Ferreira Lima, President; Dr. Oscar de Oliveira, Executive Secretary; Dr. Guilardo Martins Alves, Rector of the University of Paraiba; Father Laercio, Rector of PUC and Moniz de Aragão, Rector of UFRJ. Father Laercio and Dr. Aragão were present only part of the time.

The text of the contract prepared by the Council of Rectors was reviewed. Dr. Tiller expressed no disagreement with it. Points which were raised during the discussion referred to:

1. Discrepancy in Statement of Services - The provision in Article 1.1.a. as to the number of persons in University Administration who are to receive training in the U.S., and in Article 1.2., the number of man-months of short-term consultant services which the contractor is to provide. It is quite clear from the Project Agreement of June 27, 1968 that approximately 60 Brazilians were to be trained in the U.S. and that Houston is to provide 36 man-months of consultant services. However, the PIO/T of June 28, 1968 provides for approximately 50 trainees and approximately 32 man-months of consultant services. The reason for the difference in the figures given in the PIO/T and those in the ProAg is that in writing the PIO/T, HRO deducted consultant services and training which had been provided during the first half of 1968 which

was separately funded. If there are inadequate funds to cover training of approximately 60 Brazilians and 36 man-months of consultant services, a letter of explanation will be written to the Council and to the University of Houston.

2. Witness to Signature - The draft contract contained a provision for the signature of the contractor to be witnessed. Dr. Tiller stated AID contracts do not require this. The Council representative saw no need for a witness. Mr. McAvoy has agreed that no witness is necessary.

3. Reference to Basic Agreements - The Council representatives continued to find difficulty in the clause in the Annex referring to the earlier technical assistance agreements although they had said they would accept it as long as it contained no interpretative statement. The main purpose for the inclusion of the clause was to give emphasis to the relationship between the contract and the basic technical assistance agreements of 1950 and 1953, the latter of which stipulates that those persons serving in technical assistance projects as U.S. Government officials or under contract, may be entitled to certain tax and customs privileges when appropriately designated by the U.S. Embassy. HRO thought that specific reference to the earlier agreements would assist in qualifying the Houston representative for these privileges. However, as designation of the persons who may enjoy privileges under these agreements is up to American officials, as reference to the Project Agreement is made in Article I.3. of this contract, and as the Project Agreement refers to the earlier intergovernmental agreements, it was decided that an adequate link between the contract and the earlier agreements exists. Dr. Tiller had no objection to the elimination of the clause specifically referring to the earlier agreements. He believes that the question of these privileges will also be covered in the Letter of Commitment which USAID/Brazil is to furnish to Houston University, which is, in effect, another contract.

Mr. McAvoy has indicated his acceptance of the elimination of

this clause in the Annex.

Mr. DeRosa, LGS, Mr. Gower, PRPC, Mr. Schantz, CONT and Mr. Odle, MCEX have already accepted the contract as drafted. In view of Dr. Ferreira Lima's departure for the U.S. on October 14 (a Monday) and the general agreement that has been reached between the representatives of the Council of Rectors and Dr. Tiller, Prof. Ferreira Lima signed the contract in behalf of the Council. Dr. Tiller is to take back to Houston copies of the contract for signature by the appropriate University of Houston officials to conclude the contract. Dr. Tiller is to leave Rio for Houston on October 18. Prof. Ferreira Lima, who is now in the U.S. on a Leader Grant, is to be in Houston for the signing ceremony.

It is now appropriate for Mr. Robert Andrews, Houston University's field representative for Brazil to come to Brazil to work with the Council of Rectors and its newly appointed Project Executor, Dr. Eduardo Lopes Rodrigues, in the execution of this project.

HMM/ob

cc: Mr. J. McAvoy, MSC  
Mr. A. Schantz, CONT  
Mr. F. DeRosa, LGS  
Mr. L. Odle, MCEX  
Dr. A. Lackey, AID/W  
Mr. H. Harrison, ADPR

Contrato entre o CONSELHO DE REITORES DAS UNIVERSIDADES BRASILEIRAS, com sede na Avenida Borges de Medeiros, 2455, nesta cidade do Rio de Janeiro, e a UNIVERSIDADE DE HOUSTON, situada em Cullen Boulevard, Houston, no Estado de Texas, pertencente ao Sistema de Universidades do Estado de Texas, U.S.A.

O CONSELHO DE REITORES DAS UNIVERSIDADES BRASILEIRAS, que, para os fins deste contrato, passa a chamar-se simplesmente de CONSELHO, e a UNIVERSIDADE DE HOUSTON (The University of Houston), que, de agora em diante, será referida como a CONTRATADA, resolvem celebrar o presente contrato, do qual passa a fazer parte integrante o ANEXO A, mediante as cláusulas e condições seguintes:

ARTIGO I - OBJETIVOS DO PROJETO

1. A CONTRATADA, quando solicitada, prestará as instituições de ensino superior do Brasil, selecionadas pelo CONSELHO, serviços de consultoria técnica, a curto prazo, para o aperfeiçoamento dos processos administrativos e, além disso, se obriga a fornecer os seguintes serviços consistentes com a finalidade deste contrato:

a. Planejar, desenvolver e conduzir uma série de cursos intensivos de duas a quatro semanas, na Universidade de Houston ou em outras instituições apropriadas, a fim de treinar pessoal de administração, em número, aproximadamente, de sessenta (60), durante o período de 1<sup>o</sup> de julho de 1968 a 31 de dezembro de 1969. Os cursos, embora não se limitem a essas ma

Contract between the COUNCIL OF RECTORS OF BRAZILIAN UNIVERSITIES, with headquarters at 2455 Avenida Borges de Medeiros, Rio de Janeiro and the UNIVERSITY OF HOUSTON located on Cullen Boulevard, Houston, Texas, a university belonging to the Texas State System of Universities.

THE COUNCIL OF RECTORS OF BRAZILIAN UNIVERSITIES, which, for purposes of this contract will be called the "COUNCIL", and the UNIVERSITY OF HOUSTON, hereinafter referred to as the "CONTRACTOR" agree to enter into the present contract, of which Annex A is an integral part, on the basis of the following clauses and conditions:

ARTICLE I - OBJECTIVES OF THE PROJECT

1. The Contractor, when requested, will provide to the Brazilian institutions of higher learning selected by the Council short-term technical consulting services on improving administrative procedures, and, besides this, undertakes to furnish the following services consistent with the purposes of this contract:

a. Plan, develop and conduct a series of two to four week intensive courses at the University of Houston or other appropriate institutions to train approximately 60 (sixty) persons in university administration during the period July 1, 1968 to December 31, 1969. The courses will include, but not be limited to the following subjects: techniques of financial management, physical plant maintenance, and academic and general



terias, incluirão as seguintes: técnicas de administração financeira, instalações e edifícios, manutenção, administração geral e acadêmica. Os itinerários para os participantes desses cursos serão preparados pela CONTRATADA, em cooperação com o CONSELHO.

b. Proporcionar treinamento no serviço para administradores brasileiros na Universidade de Houston ou em outras instituições apropriadas.

c. Assessorar e ajudar o CONSELHO ou instituições brasileiras de ensino superior, ou a ambos, na preparação de instruções sobre procedimentos administrativos.

d. Realizar seminários no Brasil sobre tópicos relacionados com a administração universitária, tanto em bases regionais quanto numa ou para uma instituição específica de ensino superior.

2. A CONTRATADA fornecerá consultores, a curto prazo, que, aproximadamente, correspondam a 36 homens-meses, os quais prestarão serviços, na qualidade de consultores, ao CONSELHO e instituições de ensino superior individuais ou participarão dos seminários mencionados no parágrafo 1. d. acima, ou de ambos.

3. A CONTRATADA fornecerá um técnico de nível universitário para colaborar, em tempo integral, durante 1968 e 1969, com o executor contratado pelo CONSELHO para a execução do Projeto de que trata o Acordo assinado em 27 de junho de 1968, celebrado entre o Ministério da Educação e Cultura, o Conselho, o Conselho

administration. Itineraries for participants will be prepared by the Contractor in cooperation with the Council.

b. Provide in-service training of Brazilian administrators at the University of Houston or at other appropriate institutions.

c. Advise and assist the Council and/or Brazilian institutions of higher learning in the preparation of guides on administrative procedures.

d. Conduct seminars in Brazil on topics related to university administration held either on a regional basis or within and for a specific institution of higher learning.

2. The Contractor will provide approximately 36 man-months of short-term consultants who will provide consulting services to the Council and individual institutions of higher learning and/or participate in the seminars mentioned in paragraph 1.d. above.

3. The Contractor will provide one full-time professional level specialist during 1968 and 1969 who will collaborate with the executor provided by the Council in the execution of the project referred to in the agreement signed June 27, 1968 between the Ministry of Education and Culture, the Council, the Technical

*Handwritten signature*

de Cooperação Técnica da Aliança para o Progresso (CONTAP) e a Agência Norte-Americana para o Desenvolvimento Internacional.

4. O CONSELHO terá a seu cargo:

a. Coordenar a seleção de participantes nos cursos de curta duração ou no treinamento em serviço descritos nos itens 1. a e b, acima, ou em ambos, em cooperação com a CONTRATADA e as instituições brasileiras de ensino superior.

b. Coordenar quaisquer atividades associadas à preparação de instruções sobre procedimentos administrativos que, com a colaboração da CONTRATADA, possam ser expedidas.

c. Coordenar o planejamento de seminários em cooperação com a CONTRATADA.

d. Coordenar os pedidos das instituições brasileiras de ensino superior quanto a consultores em matéria de administração.

e. Providenciar local de trabalho, com serviços de secretaria e facilidades de interpretação e versão para o idioma inglês, para o técnico a que se refere a cláusula 3.

ARTIGO II - LIMITAÇÕES DOS FUNDOS EM DÓLARES

*Wilson*  
A. CUSTO EM DÓLARES NORTE-AMERICANOS. As verbas previstas, em dólares, para os trabalhos e serviços relativos à execução do Projeto, durante o período de 1 de julho de 1968 a 31 de dezembro de 1969, são de \$ 250.000 ou quantia equivalente em cruzeiros.

Cooperation Council of the Alliance for Progress (CONTAP), and the United States Agency for International Development.

4. The Council will be responsible for:

a. Coordinating the selection of participants in the short courses and/or in-service training described in 1. a. and b. above in cooperation with the Contractor and Brazilian institutions of higher learning.

b. Coordinate any activities associated with the preparation of instructions on administrative procedures that may be decided upon in collaboration with the Contractor.

c. Coordinate the planning of seminars in collaboration with the Contractor.

d. Coordinate requests of Brazilian institutions of higher learning for consultants on administration.

e. Furnish office space, including secretarial and interpreting services, for the specialist referred to in clause 3 above.

ARTICLE II - DOLLAR FUNDS

A. UNITED STATES DOLLAR COSTS. The dollar funds estimated to cover the cost of work and services related to the execution of this project during the period July 1, 1968 to December 31, 1969 are \$ 250,000 or its cruzeiro equivalent.

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B. DATA FIXADA PARA A CONCLUSÃO DO CONTRATO

1. A não ser que antes seja rescindido pela forma prevista, este Contrato terminará em 31 de dezembro de 1969.
2. Mediante aviso prévio de 60 (sessenta) dias, poderá o contrato ser rescindido tanto pelo CONSELHO quanto pela CONTRATADA.

C. FUNDOS VINCULADOS AO PROJETO E LIMITES DO PAGAMENTO TOTAL EM DÓLARES

1. Para cumprimento deste contrato, o CONSELHO solicitará à Agência Norte-Americana para o Desenvolvimento Internacional que confirme, mediante CARTA COMPROMISSO dirigida diretamente à CONTRATADA, haverem sido liberados os fundos, na quantia de \$..... \$285.000, para a execução do projeto, esclarecendo que a Agência Norte-Americana para o Desenvolvimento Internacional reembolsará a CONTRATADA até a quantia de \$..... \$ 250.000 das despesas em dólares e até ao equivalente de \$ 35.000 relativamente às despesas em cruzeiros, ambas resultantes da realização dos serviços descritos nos OBJETIVOS DO PROJETO, obedecidos os termos e condições a serem especificados na CARTA COMPROMISSO que regula os procedimentos aplicados a todos os acordos entre a Agência Norte-Americana para o Desenvolvimento Internacional e universidades.

2. O reembolso a CONTRATADA dependerá da apresentação pela

B. TIME OF COMPLETION OF THE CONTRACT

1. The contract will terminate December 31, 1969 unless terminated at an earlier date.
2. On 60 (sixty) days notice either the Council or the Contractor may terminate this contract.

C. OBLIGATED FUNDS AND LIMIT IN TOTAL U.S. DOLLAR PAYMENTS

1. For the execution of this contract, the Council will request the United States Agency for International Development to confirm by a Letter of Commitment issued directly to the Contractor that funds in the amount equivalent to \$ 285,000 have been made available for this project; and that the United States Agency for International Development will reimburse the Contractor up to the amount of \$250,000 for dollar costs and up to the equivalent of \$..... \$35,000 for cruzeiro costs of performing the services outlined in the Scope of Work, subject to the terms and conditions to be specified in the Letter of Commitment which govern procedures applied to all similar arrangements between the United States Agency for International Development and universities.

2. The reimbursement to the Contractor will depend upon the presentation



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mesma da documentação e relatórios financeiros correspondentes às despesas por ela realizadas e do certificado do CONSELHO com a declaração de que os serviços prestados pela CONTRATADA, durante o período referido nos documentos e relatórios financeiros, foram satisfatoriamente executados e guardam conformidade com os planos estabelecidos.

D. PAGAMENTO FINAL A CONTRATADA

Antes de ser feito o pagamento final à CONTRATADA pelo término do projeto ou dos serviços que ela se comprometeu a realizar, a CONTRATADA deverá submeter ao CONSELHO, pela forma e com as exceções que tenham sido aprovadas pelo mesmo e as agências financiadoras do Projeto, uma declaração de todas as questões pendentes em relação à CONTRATADA e ao CONSELHO, oriundas dos serviços e atividades daquela; do mesmo modo, a CONTRATADA fornecerá um demonstrativo contábil de todos os bens em relação aos quais tenha a responsabilidade de custódia, em virtude do contrato. O pagamento final à CONTRATADA levará em consideração quaisquer contas ou encargos ainda não saldados.

ARTIGO III - ESTIPULAÇÕES DO CONTRATO

Tanto a versão inglesa quanto a portuguesa deste contrato obrigam, igualmente, as partes contratantes.

of vouchers and fiscal reports by the Contractor covering its expenses, and certification from the Council that services rendered by the Contractor during the period referred to in the vouchers and fiscal reports have been satisfactory and in accord with established plans.

D. FINAL PAYMENT TO THE CONTRACTOR

Before final payment is made to the Contractor upon termination of the project or of agreed upon services to be performed by the Contractor, the Contractor shall submit to the Council, in such a form and with such exceptions as may be approved by the Council and the agencies which finance this Contract, a statement of all unsettled claims against the Contractor and the Council arising out of the services and activities of the Contractor; likewise, the Contractor will provide a satisfactory accounting of all property for which it has custodial responsibility hereunder. Final payment to the Contractor will take into consideration any unsettled accounts and charges.

ARTICLE III - CONTRACT PROVISIONS

Both the English and Portuguese versions of this Contract shall be equally binding.

EM TESTEMUNHO DO QUE as partes interessadas resolvem executar o presente Contrato, a partir do dia e ano acima indicados.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first hereinabove written.

CONSELHO DE REITORES DAS UNIVERSIDADES BRASILEIRAS  
COUNCIL OF RECTORS OF BRAZILIAN UNIVERSITIES

Pelo *[Handwritten Signature]*  
By \_\_\_\_\_

Título Presidente  
Title \_\_\_\_\_

Data Rio de Janeiro, 12 de outubro de 1968.  
Date \_\_\_\_\_

UNIVERSIDADE DE HOUSTON  
UNIVERSITY OF HOUSTON

Pela \_\_\_\_\_  
By \_\_\_\_\_

Título \_\_\_\_\_  
Title \_\_\_\_\_

Data \_\_\_\_\_  
Date \_\_\_\_\_

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ANEXO A

ANNEX A

I. PESSOAL

T. PERSONNEL

A. Dados Biográficos. A Contratada concorda em fornecer ao Conselho informação biográfica sobre: (1) qualquer pessoa a ser utilizada no Brasil para a execução do Contrato, e (2) o coordenador para o Projeto no Campus da Universidade de Houston. Os dados biográficos em relação a outros empregados em função do Contrato também deverão ficar à disposição do Conselho para exame na instituição da Contratada ou como forem, de outro modo, solicitados.

A. Biographical Data. Contractor agrees to furnish to the Council biographical information on: (1) any individual to be utilized in Brazil in the performance of the contract, and (2) on the coordinator for the project at the University of Houston campus. Biographical data on other individuals employed under the Contract also shall be available for review by the Council at the Contractor's institution or as otherwise requested.

B. Aprovação. A designação de pessoas pela Contratada para este projeto será feita a pedido do Conselho. Os nomes das pessoas designadas para trabalhar no Projeto serão submetidos pelo Conselho ao Escritório do CONTAP, para sua aprovação. Nenhuma pessoa será utilizada no Projeto a fim de trabalhar no Brasil, sem a dita aprovação.

B. Approval. Assignment of individuals by the Contractor to this project will be at the request of the Council. Names of individuals designated for assignment on the project will be referred by the Council to the Office of the Brazilian Government for Technical Cooperation for approval. No individual will be assigned to the project for work in Brazil without said approval.

C. Dispensa. Mediante entendimento do Conselho e da USAID com a Contratada e pedido, por escrito, do Conselho ou da Agência, a Contratada dará por terminado o emprego de qualquer pessoa que, em virtude do Contrato, esteja trabalhando no Projeto.

C. Termination of Services After consultation by the Council and the United States Agency for International Development with the Contractor and on the written request of the Council or the Agency, the Contractor will terminate the employment under the contract of any individual serving thereunder.

D. Observância das disposições padronizadas. Ao aceitar a Carta Compromisso com a USAID, a Contratada se obriga a observar os dispositivos

D. Compliance with Standard Provisions. In accepting the Letter of Commitment with the United States Agency for International Development the



drões que regulam os contratos dessa Agência com as instituições educacionais relativamente a viagens e transporte das pessoas que a Contratada puser trabalhando no Projeto, bem como no que se relaciona com férias, licença para tratamento de saúde, seguro, compensação, vantagens adicionais, despesas extras, custos indiretos e métodos e limite de pagamento.

Contractor will undertake to comply with standard provisions governing contracts of that Agency with educational institutions with regard to travel and transportations for persons assigned to the project by the Contractor, vacations, sick-leave, insurance, compensations, allowances, out-of-pocket expenses, indirect costs, and method and limit of payment.

II. COOPERAÇÃO DA INSTITUIÇÃO

II. INSTITUTIONAL SUPPORT

A Contratada deverá prestar os serviços na sua instituição nos Estados Unidos da América, à medida que se tornem necessários à realização das finalidades aqui descritas e para assegurar o benefício de seus conhecimentos e experiências em favor do Conselho.

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

III. DADOS DOS RELATÓRIOS E PUBLICAÇÕES

III. DATA REPORTS AND PUBLICATIONS

A. Disposições Gerais.

A. General Provisions.

1. Os dados técnicos, recomendações, notas, memorandos, relatórios e outras informações, dados ou escritos preparados pela Contratada, em virtude ou em decorrência deste Contrato, deverão tornar-se propriedade do Conselho e, no caso de estudos de instituições particulares, passar à propriedade dessas instituições. O Conselho terá o direito de usá-los para qualquer finalidade que o beneficiar, sem outra compensação adicional à Contratada, exceto no tocante às despesas de embalagem e despacho. A Contratada deverá preservar os dados técnicos coletados de acordo com o Contrato até um (1) ano

1. Technical data, recommendations, notes, memoranda, reports and other information, data, or writings prepared by the Contractor pursuant to or developed in connection with this contract, shall become the property of the Council and, in the case of studies of particular institutions, of those institutions. The Council shall have the right to use them for any beneficial purpose without any additional compensation to the Contractor except for packing and shipping. The Contractor shall preserve

depois da publicação desses dados, ou até um (1) ano a pós o término ou conclusão do contrato, prevalecendo o que ocorrer mais tarde. A disposição acima não deverá ser interpretada de modo a limitar o direito de a Contratada ou seu pessoal tirar, guardar e usar cópias de registros pessoais ou profissionais e notas (i.e. notas de conferências de pesquisas, relatórios ou dados) ou de publicar qualquer artigo referente a qualquer informação ou baseado sobre qualquer escrito obtido ou desenvolvido em decorrência deste contrato.

2. Nenhuma parte contratante, nem qualquer membro de seus quadros, deverá publicar, enquanto estiver servindo como tal, qualquer artigo que aluda a qualquer informação ou seja baseado em qualquer escrito obtido ou elaborado em função do contrato, sem dar aviso de 30 dias, à outra parte, de sua intenção de fazer essa publicação, ao qual deverá anexar cópia do artigo proposto. Se, dentro desses 30 dias, o Conselho notificar a Contratada, ou a tal membro, por escrito, de que a publicação de certo material específico no artigo em questão contrária os regulamentos ou interesses do Brasil, então a Contratada ou tal membro de seu quadro não deverá publicar aquele material que foi especificado.

basic data collected under the contract until one (1) year after publication of such data, or until one (1) year after termination or completion of the contract, whichever is later. The above provision shall not be interpreted to limit the right of the Contractor or of its personnel to make, keep, and use copies of personal or professional records and notes (i.e., lecture and research notes, reports, or data) or to publish any article referring to any information or based upon any writing obtained or developed pursuant to this contract.

2. Neither party nor any staff member while serving as such shall publish any article referring to any information or based upon any writing obtained or developed pursuant to the contract without giving thirty (30) days notice to the other party of its intention to publish together with a copy of the proposed article. If within such 30 day period the Council gives written notification to the Contractor or such staff member that publication of certain specific material in such proposed article would be in conflict with regulations or interests of Brazil, then the Contractor or such staff member shall not publish that certain specified material.



B. RELATÓRIOS SOBRE ANDAMENTO DOS TRABALHOS

A Contratada preparará trimestralmente relatórios para o Secretário Executivo do Conselho. Os relatórios incluirão informes do progresso feito durante o período neles coberto, planos para o próximo período, um estado das contas financeiras mostrando as despesas incorridas durante o período e a fonte de recursos para essas despesas, assim como os saldos nas contas dos respectivos fundos, e recomendações que abranjam os campos de atividades. Haverá cópias desses relatórios a disposição das agências que colaboram neste projeto, que são o Ministério da Educação e Cultura, o Conselho Brasileiro de Cooperação Técnica da Aliança para o Progresso (CONTAP) e a Agência Norte-Americana para o Desenvolvimento Internacional.

C. RELATÓRIO FINAL

Após a conclusão ou o término do contrato, será submetido um relatório final ao Secretário Executivo do Conselho. Este relatório resumirá o que foi feito, os métodos de trabalho e as recomendações referentes a atividades futuras. Cópias desse relatório serão igualmente postas a disposição das organizações mencionadas no parágrafo anterior.

IV. ATRIBUIÇÕES

A Contratada não deverá atribuir, transferir, comprometer ou dar ou

B. PROGRESS REPORTS

The Contractor will prepare quarterly reports for the Executive Secretary of the Council. The reports will include statements of progress made during the period covered by the report, plans for the ensuing period, a financial statement showing expenditures incurred during the period and the source of funds for these expenditures as well as balances in the accounts of these funds, and recommendations covering the fields of activity. Copies of these reports will be made available to the agencies collaborating in this project, namely: the Ministry of Education and Culture, the Brazilian Council for Technical Cooperation of the Alliance for Progress (CONTAP), and the United States Agency for International Development.

C. FINAL REPORT

Upon completion or termination of the contract, a final report will be submitted to the Executive Secretary of the Council. This report will summarize accomplishment, methods of work, and recommendations regarding future activities. Copies of this report will likewise be made available to the organizations mentioned in the preceding paragraph.

IV. ASSIGNMENT

The Contractor shall not assign, transfer, pledge, or make other

tra finalidade ao Contrato sem primeiro obter o consentimento, por escrito, do Conselho.

disposition of the Contract without first obtaining the written consent of the Council.

V. SUB-CONTRATOS

V. SUBCONTRACTS

A não ser quando autorizada, por escrito, pelo Conselho, a Contratada não deverá aceitar sub-contratos, excetuados os que, de acordo com as praxes usuais, constituam serviços comerciais, suprimentos e matérias primas. Até ao ponto em que o trabalho aqui descrito for sub-contratado, a Contratada deverá exigir que cada sub-contratante concorde com as disposições relevantes deste Contrato tão completamente como se tal sub-contratante fosse uma parte contratante do mesmo.

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

VI. CONFORMIDADE COM AS LEIS E REGULAMENTOS DO BRASIL

VI. CONFORMITY TO LAWS AND REGULATIONS OF BRAZIL

A Contratada concorda em empregar seus melhores esforços no sentido de que seu pessoal, enquanto estiver no Brasil, se sujeite a todas as leis e regulamentos do Governo Federal do Brasil e de suas subdivisões políticas.

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

VII. VIAGENS AO INTERIOR DO PAÍS PELOS FUNCIONÁRIOS E DIRETORES DA CONTRATADA

VII. FIELD TRIPS BY CONTRACTOR'S OFFICERS AND EXECUTIVES

Mediante aviso prévio, por escrito, de 30 dias ao Conselho, a Contratada pode mandar o Coordenador do campus, bem como seus funcionários superiores (i.e. o Presidente, Vice-Presidente, Decanos ou Chefes de Departamentos) ao país com que está cooperando, conforme se torne necessário, para investigar o progresso do trabalho decorrente deste Contrato. Salvo no caso do Coordenador do campus, nenhum encargo de salário direto será pago em virtude deste Contrato a qualquer desses funcionários.

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



VIII. COMUNICAÇÃO DE QUE O CUSTO EM DÓLA  
RES ESTÁ ESGOTANDO OS RECURSOS VIN  
CULADOS

Justificada a Contratada, a não ser no caso de aumento dos recursos. A Contratada deverá notificar o Conselho e a USAID, por escrito, quando a diferença entre os fundos disponíveis em dólares para a execução deste contrato e o total das despesas em dólares e dos compromissos pendentes em dólares, já o corridos por força deste contrato, não for suficiente para fazer face aos custos em dólares que irão o correr nos 120 dias que se seguem; e a não ser que a USAID distribua os fundos adicionais necessários, de acordo com a CARTA COM PROMISSO e dentro de 60 dias após receber tal notificação, a contratada será acusada de prosseguir na execução do trabalho e serviços e deverá terminá-los de uma maneira ordenada e com tal presteza que possa conseguir o retorno do pessoal, dependentes e de seus efeitos dentro do total dos recursos vinculados. O término do trabalho de acordo com esta disposição deverá ser considerado como término por conveniência do Conselho.

IX. LITÍGIOS

A. Com exceção dos casos que estejam regulados de modo contrário, qualquer controvérsia relativa a uma questão ou fato suscitada em virtude deste, que não seja dirimida por acordo, deverá ser decidida por arbitramen

VIII. NOTICE OF U.S. DOLLAR COSTS  
APPROACHING OBLIGATED FUNDS  
CONTRACTOR EXCUSED UNLESS  
INCREASED

The Contractor shall notify the Council and the United States Agency for International Development in writing when the difference between the dollar funds made available for the execution of this Contract and the aggregate dollar expenditures and outstanding dollar commitments already accrued under this contract is not sufficient to meet anticipated reimbursable dollar costs to accrue hereunder during the ensuing one hundred twenty (120) days, and unless the United States Agency for International Development allocates necessary additional funds under its Letter of Commitment within sixty (60) days after receipt of such notice, the Contractor shall be excused from further performance of the work and services and it shall terminate the work in an orderly manner and with such dispatch as will accomplish all authorized return travel of personnel, dependents and their effects within the total obligated funds. Termination of the work in accordance with this provision shall be considered as a termination for the convenience of the Council.

IX. 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

*Handwritten signature*

to. O Conselho de Arbitramento será formado por três árbitros. Cada uma das partes selecionará um árbitro e um terceiro deverá ser escolhido pelos dois árbitros selecionados pelas partes. A decisão do Conselho de Arbitramento será final e conclusiva, a menos que uma Corte de jurisdição competente julgue ter sido a decisão fraudulenta ou tendenciosa, ou arbitraria, ou tão grosseiramente errada que necessariamente implique em má fé, ou não fundada em prova substancial. Em conexão com qualquer procedimento sujeito a esta cláusula, deverá ser oferecida às partes uma oportunidade para serem ouvidas ou oferecerem provas. A determinação de quem deverá suportar os custos razoáveis do arbitramento deverá ser feita pelo Conselho de Arbitramento. Aguardando decisão final de uma questão suscitada em virtude deste Contrato, a Contratada deverá prosseguir diligentemente com a execução do contrato.

decided by an arbitration panel. The arbitration panel shall consist of three arbitrators. One arbitration shall be selected by each party hereto, and a third shall be named by the two arbitrators selected by the parties. The decision of the arbitration panel 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 proceeding under this clause, the parties shall be afforded an opportunity to be heard and to offer evidence. Assessment of who shall bear the reasonable costs of the arbitration shall be determined by the arbitration panel. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract.

B. Estas cláusulas de litígio não impedem sejam consideradas as questões legais em conexão com decisões estabelecidas no parágrafo A. acima. Fica entendido que nada neste Contrato deve ser interpretado como capaz de tomar uma decisão final a decisão do Conselho de Arbitramento numa questão legal.

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 the arbitration panel on a question of law.



MEMORANDUM

~~1) AH~~ Do not want to pass your copy on to Harold so this one can go into our Out file  
~~2) VA~~ OK  
EC

TO : See distribution

DATE: December 20, 1968

FROM : Harold M. Midkiff, HRO *Harold*

SUBJECT : Work Plan for 1969 for University Administrative Improvement and Reform project 512-11-660-263.5

REFERENCE: Summary of Minutes, Executive Review Committee, Project Implementation Status Review, Oct. 10, 1968

1. The Work Plan for 1969 called for by the Project Agreement of June 27, 1968, which was due November 1, 1968, was received December 3, 1968. The delay in its presentation is excusable since the signature of the contract between the Council of Rectors of Brazilian Universities and the University of Houston was not concluded until October 23, 1968.

2. HRO has reviewed the work plan and considers it satisfactory in so far as it describes a list of activities that are designed to meet the objectives of the project. These activities are: (a) Two short courses to be given at Houston, one in January the other in May of 1969. These courses will deal with: registration, academic administration, education programs, campus planning, personnel, and budget. (b) The preparation of manuals on registration, campus planning and management, fund raising, and budget. (c) Regional seminars to be held in Brazil in February on campus planning at the Universities of Maranhao and Parana; on setting up and administering schools or departments of education, April at UFPA, July at the Universities of Rio Grande do Sul, Bahia, and Pernambuco; on the academic system in April, July and October at the Universities of Sao Paulo, Ceara and Minas Gerais respectively. Besides these activities it is expected that a number of U.S. consultants on various aspects of university administration will be visiting Brazilian universities in accordance with a schedule still to be worked out. Two are to come in January to discuss budget and registration procedures.

3. The work plan does not include a budget; however, steps have been taken to obtain information concerning the resources to be used in executing the plan. As part of these resources is expected to come from

CONTAP sources, the information solicited will also help in the preparation of a CONTAP Project Agreement.

HMM/ab

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512-  
263,5

EC  
la-158 Project file

Mr. Ralph Shaughnessy, LA/ MGT/Contract Office

September 12, 1969

P. R. Schwab, LA/BR

Revised scope of work and staff for PIO/T-90307

Houston

Section 21 A.

The University of Houston AID Contract (AID/la-158) has consisted of two main activities: (1) Development of graduate work in engineering at the Universidade Federal do Rio de Janeiro (COPPE-UFRJ) and the Pontificia Universidade Catolica (PUC) of Rio de Janeiro, and (2) Consulting assistance to the Conselho de Reitores das Universidades Brasileiras in the field of Administration and management. The latter is being continued under contract with the Conselho de Reitores; the engineering program is to be continued under AID/la-158 until phased out.

The University of Houston will furnish technical assistance to COPPE and PUC primarily in industrial, mechanical, and chemical and electrical engineering, with short-term assistance in other specialities, such as metallurgy. U.S. grant technical assistance (except for participants) to this project will be phased out by December 31, 1970.

The University will assist UFRJ's Coordination Center for Postgraduate Programs in Engineering (COPPE) to (a) establish academic interchanges with other engineering institutions in Brazil, (b) provide teaching and limited research assistance to their postgraduate engineering programs and (c) plan, organize and assist in postgraduate seminars in such fields as industrial, mechanical, ~~and metallurgical~~ <sup>chemical and electrical</sup> engineering and in specialized topics relating to the improvement of engineering school administration.

Beginning in 1969, The University of Houston will conduct several short courses in Brazil of four to six weeks in length. University of Houston input will consist of a single consultant, or occasionally two, participating with Brazilians in preparing and conducting each short course. The courses will require visual aids and other teaching materials in Portuguese, some of which must be prepared in Houston, drawing upon and adapting existing materials found successful in U.S. programs of this type. The University will also provide approximately ten man-years of participant training under this contract extension.





9  
/LETTER OF COMMITMENT

University of Houston  
Cullen Boulevard  
Houston, Texas - 77004.

Subject: Contract AID 12-598 between  
the Council of University Rectors  
and University of Houston under  
PIO/T 512-263.5-3-80423.

Gentlemen:

This letter of Commitment when signed by you, will constitute an agreement (hereinafter referred to as "Letter") between the Government of the United States of America, represented by the Contracting Officer, the United States A.I.D. Mission to Brazil (hereinafter referred to as "USAID") executing this contract and University of Houston, an educational institution, existing under the laws of the State of Texas (hereinafter referred to as "Contractor").

The Council of University Rectors, Rio de Janeiro, Brazil, has requested USAID to provide certain assistance in financing the subject contract (as used throughout this Letter of Commitment and the attachments hereto, the term relating to "Contract" shall mean the Contract entered into between the University of Houston and the Council of Rectors) under the United States Foreign Assistance Program. In response to this request, USAID desires to finance the Contract pursuant to the terms and conditions of this Letter. USAID is entering into this Letter under the authority of the Foreign Assistance Act

21

of 1961 as amended, and Executive Order 11223.

I. USAID OBLIGATION

A. Financing of Contract. USAID agrees to finance the dollar costs of the Contract pursuant to the terms and conditions thereof, conditioned upon the Contractor's compliance with the terms and conditions of this letter, including the appendices attached hereto and made a part hereof.

B. Maximum Dollar Obligation. It is understood that USAID's maximum obligation in financing the Contract shall not exceed \$250,000 dollars, unless USAID shall agree to increase the maximum obligation in accordance with the terms of said contract.

C.1. Local Currency. It is understood that USAID's maximum obligation in financing the local currency costs under the contract shall not exceed \$35,000 (payable in Cruzeiros). In this connection, the Contractor shall be authorized a revolving fund of approximately \$4,000 which will represent a two-month requirement for local currency. The above amounts may be increased at the discretion of USAID in accordance with the terms of said contract.

2. The Contractor shall whenever possible obtain all local currency requirements for expenditures to be made in the Cooperating Country from the cognizant U.S. Disbursing Officer, American Embassy, in exchange for U.S. dollars.

II. CONTRACTOR OBLIGATIONS

A. Performance of Contract. Contractor agrees to perform fully and faithfully all of the terms and conditions of the aforesaid Contract for the compensation therein stated.

B. Notice of Default. Contractor shall promptly advise USAID of any default on USAID's part or on the part of the Cooperating Government in performance of any of the terms and conditions of the Contract.



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

D. Reimbursement Adjustment. Contractor will make prompt adjustment with USAID of any claim for reimbursement for sums that have been improperly paid. Contractor will promptly notify USAID of the making or payment of any reimbursement adjustment by the Cooperating Government.

E. Termination

a. If the withdrawal of financial support results from your failure to fulfill your obligations under the Contract with the Cooperating Country or this Letter, USAID shall have no obligation to support any further payments under the Contract, and such withdrawal of financial support shall be without prejudice or any right which USAID or the Cooperating Government may have under the Contract or this Letter.

b. In the event of termination for the convenience of USAID or termination of the contract for reasons other than default of the Contractor, the terms of settlement will be those terms set forth in Paragraph XXX, "Termination", of Appendix A to this letter. In no event shall the financial support of USAID \_\_\_\_\_

exceed the maximum Dollar obligation established under paragraph B of this Letter. —

F. Contractor - USAID Relationships. Contractor acknowledges that this Letter and the Contract are important parts of the United States Foreign Assistance Program and agrees that Contractor's operations and those of its employees in the Cooperating Country will be carried out in such a manner as to be fully commensurate with the responsibilities which this entails. The USAID Director is the chief representative of USAID in the Cooperating Country. In this capacity, he has responsibility for the total USAID program in the Cooperating Country, including certain responsibilities for the administration of this Letter and the Contract and for advising A.I.D. regarding the performance of the work and services under this Letter and the Contract and its effect on the Foreign Assistance Program. Although the Contractor will be responsible for all professional and technical details of the work called for by this Letter and the Contract, it shall be under the general policy guidance of the USAID Director and shall keep the USAID Director or his designated representative fully and currently informed of the progress of the work under this Letter and the Contract.

G. Contractor's Personnel.

a. The Contractor shall use its best efforts to select and employ, for assignment in the Cooperating Country, personnel who are technically competent to perform their assigned duties, who are reliable, who will comply with local laws and respect local customs, and who will so conduct themselves as to

avoid reflecting discredit upon the United States of America. The Contractor's Senior Representative in the Cooperating Country shall be empowered to take, and shall take, all reasonable measures to assure that the general conduct of its personnel is not offensive to local customs, traditions, or standards of behavior.

b. Unless otherwise directed by USAID, the Contractor shall furnish to A.I.D. Washington biographical information including citizenship, experience, references, and character information concerning its field staff employees prior to their departure for Brazil. No personnel shall depart for Brazil prior to A.I.D.'s approval, notice of which shall be given in writing to the Contractor.

c. Should written request for removal of any of Contractor's employees be made to the Contractor by USAID for reasons which in the opinion of USAID constitute good cause, the Contractor agrees to terminate the employment of and repatriate such employee to his place of residence.

#### H. Assignment of Claims.

(a) Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 US Code 203, 41 US Code 15), if the Contract and this Letter provide for payments aggregating \$1,000 or more, claims for U.S. dollars due or to become due the Contractor under the Contract and this Letter may be assigned to a bank, trust company, or other financing institution within the United States, including any United States Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all dollar amounts payable under the Contract and this Letter by USAID and not already paid, and shall not be made



to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Any such assignment or consent will inure to the benefit of the such institutions' legal successors or assignees.

(b) In no event shall copies of this Letter or the Contract or of any plans, specifications, or other similar documents relating to the work under this Letter or Contract, if marked "Top Secret", "Secret", "Confidential", "Limited Official Use", or "Official Use Only", be furnished to any assignee of any claim arising under this Letter of Contract or to any person not entitled to receive the same: Provided, that a copy of any part or all of this Letter or the Contract so marked may be furnished, or any information contained therein may be disclosed to such assignee upon the prior written authorization of the Contracting Officer, USAID.

I. Non-Discrimination in Employment. In connection with the performance of work under this Letter and Contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended by Executive Order No. 11114 of June 22, 1963, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(e) The Contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended by Executive Order No. 11114 of June 22, 1963, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's non-compliance with the

non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled in whole or in part and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended by Executive Order No. 11114 of June 22, 1963, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(g) The Contractor will include the provisions of the foregoing paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, as amended by Executive Order No. 11114 of June 22, 1963, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provision including sanctions for non-compliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

J. Covenant Against Contingent Fees. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Letter and the Contract upon an agreement or understanding for a commission,

percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty USAID shall have the right to terminate its financing of this Letter and the Contract without liability or in its discretion to deduct from the dollar costs or fee or both payable hereunder the full amount of such commission, percentage, brokerage, or contingent fee.

K. Officials Not to Benefit. No member of or delegate to the United States Congress, or resident United States Commissioner, shall be admitted to any share or part of this Letter and the Contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Letter and the Contract if made with a corporation for its general benefit.

L. Gratuities.

(a) USAID may, by written notice to the Contractor, terminate its financing of the Contract if it is found, after notice and hearing by the Administrator of A.I.D. or his duly authorized representative, that gratuities (in the form of gifts, entertainment, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the U.S. Government with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract; provided, that the existence of the facts upon which the Administrator of A.I.D. or his duly authorized representatives make such findings shall be in



issue and may be reviewed in any competent court.

(b) In the event USAID financing of the Contract is terminated as provided in paragraph (a) hereof, USAID shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of this Letter or the Contract by the Contractor. The rights and remedies of USAID provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Letter and the Contract.

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

N. The Contractor affirms that the Contract price or prices cited, in the Contract, including the prices in any subcontracts under the Contract, do not include any charge, tax duty, levy or expense from which the Contractor

or its employees are relieved under the provisions of the Contract. To the extent that any such charge, tax duty, levy or expense is actually paid by you or your employees, reimbursement therefor will not be financed, directly or indirectly by A.I.D.

O. Consents, Approvals, Notices, Reports. Whenever the Contract or this Letter calls for action in regard to, consent to, or approval of any action of Contractor by the Government or any officer thereof, such action, consent, or approval shall also be requested by USAID by Contractor. Where the Contract or this Letter requires notice or a report by the Contractor to the Cooperating Government or any officer thereof, such notice or report shall also be made to USAID. Whenever this Letter or the Contract calls for an approval to be given by USAID, such approval will be binding on USAID only if signed by the Director or Acting Director of USAID, or by an official of USAID designated in writing by the Director or Acting Director of USAID to act in his behalf in respect to the Contract or this Letter or the specific matter involved.

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

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

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

Sincerely yours,

*Regv B. Garlock*

United States of America

United States-A.I.D. Mission to Brazil

ACCEPTED:

UNIVERSITY OF HOUSTON

*J. J. Hoffman*

TITLE President

DATE 10/23/68

AMENDMENT No. 1

to

LETTER OF COMMITMENT

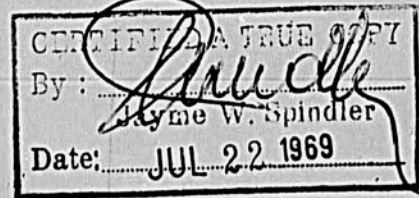
between

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

and

UNIVERSITY OF HOUSTON

PIO/T 512-263.5-3-80423



WHEREAS, a Letter of Intent, dated July 22, 1968 and signed by the United States A.I.D. Mission to Brazil Contracting Officer, advised the University of Houston that USAID intended to finance a Contract effective July 1, 1968; and

WHEREAS, based upon the above the University of Houston spun-off, from Contract AID/1a-156, and continued with that portion of work to be covered by the proposed forthcoming contract to be dated July 1, 1968; and

WHEREAS, the costs chargeable to AID/1a-156 and the proposed July 1, Contract were segregated to prevent commingling of costs after July 1; and

WHEREAS, the Letter of Commitment was signed and made effective only as of October 23, 1968, in lieu of July 1;



NOW THEREFORE, in order to provide for payment of work authorized and performed from July 1, 1968 the Letter of Commitment is amended as follows:

- 1. Delete from the first line on page one (1):

"This Letter of Commitment when signed by you" and substitute

"This Letter of Commitment effective on July 1, 1968", in lieu thereof.

Except as expressly herein modified, the terms and conditions of the Letter of Commitment are herein ratified, confirmed and continued in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of the date first mentioned above.

UNIVERSITY OF HOUSTON

THE UNITED STATES OF AMERICA

BY: \_\_\_\_\_

BY: \_\_\_\_\_

CONTRACTING OFFICER  
THE UNITED STATES A. I. D. MISSION TO BRAZIL

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESS: \_\_\_\_\_

WITNESS: \_\_\_\_\_

EMENDA N. 1 ao CONTRATO entre o CONSELHO DE REITORES DAS UNIVERSIDADES BRASILEIRAS, Rio de Janeiro, Brasil e A UNIVERSIDADE DE HOUSTON, Texas

AMENDMENT N 1 to CONTRACT between the COUNCIL OF RECTORS OF BRAZILIAN UNIVERSITIES, Rio de Janeiro, Brazil and the UNIVERSITY OF HOUSTON, Texas

CONSIDERANDO o contrato datado de 23 de outubro de 1968 e assinado entre o Conselho de Reitores das Universidades Brasileiras e a Universidade de Houston o que entrou em vigor a 1<sup>o</sup> de julho de 1968;

WHEREAS, a contract dated October 23, 1968 and signed between the Council of Rectors of Brazilian Universities and the University of Houston and entered into effect on July 1, 1968;

CONSIDERANDO que os custos do contrato são financiados pelo Govêx no dos Estados Unidos da America, representado pela Agência Norte-Americana para o Desenvolvimento Internacional (USAID), através uma Carta Compromisso entre a USAID e a Universidade de Houston;

WHEREAS, the contract costs are financed by the Government of the United States of America as represented by the United States Agency for International Development (USAID) by a Letter of Commitment between USAID and the University of Houston;

CONSIDERANDO que é desejo do Conselho de Reitores das Universidades Brasileiras prorrogar o período do contrato de 31 de dezembro de 1969 até 31 de março de 1970;

WHEREAS, it is the desire of the Council of Rectors of Brazilian Universities to extend the contract period from December 31, 1969 thru March 31, 1970;

RESOLVEM, conseqüentemente, as partes concordar mutuamente em emendar, por meio deste, o convênio de 31 de dezembro de 1969, como se segue:


NOW THEREFORE, the parties hereto mutually agree to amend the contract effective December 31, 1969, as follows:

1. Referência ARTIGO II - B - DA TA FITADA PARA A CONCLUSAO DO CONTRATO:  
Retirar a data "31 de dezembro de 1969" e substituí-la por "31 de março de 1970"

1. Reference ARTICLE II - B - TIME OF COMPLETION OF THE CONTRACT:  
Delete the date "December 31, 1969" and substitute the date "March 31, 1970" in lieu thereof.

Com exceção do aqui estipulado, todos os termos e condições do contrato

Except as herein provided, all terms and conditions of subject

CERTIFIED A TRUE COPY  
By:   
Jaymo W. Spindler  
Date: JUN 04 1970

to em questão por serem inaltera-  
dos e em plena vigencia e efeito.

contracts remain unchanged and in  
full force and effect.

CONSELHO DE REitores DAS UNIVERSIDADES BRASILEIRAS  
COUNCIL OF RECTORS OF BRAZILIAN UNIVERSITIES

Pelo  
By

Título Presidente  
Title

Data Rio de Janeiro, 23 de fevereiro de 1970  
Date

UNIVERSIDADE DE HOUSTON  
UNIVERSITY OF HOUSTON

Pela  
By

Título  
Title Business Manager and Assistant Treasurer

Data  
Date Rio de Janeiro, 1 May, 1970

MODIFICATION OF LETTER OF COMMITMENT

1. Amendment No.  2	2. Effective Date of Amendment  January 12, 1970	3. Letter of Commitment which refers to GOB Contract 12-598	4. Effective Date of Letter of Commitment  July 1, 1968
5. CONTRACTOR (Name and Address)  University of Houston Cullen Boulevard Houston, Texas, 77004		6. Administered by:  Supply Management & Contract Division USAID/USSC Rio de Janeiro, GB, Brazil	
7. PJO/T, No. N/A  Appropriation No. N/A  Allotment Symbol N/A	8. Previous PJO/Ts  512-263.5-3-80423A FT-1057-9		

9. The above referred Letter of Commitment is hereby modified as follows:

1. Reference APPENDIX C - BUDGET: Delete the "Appendix C - Budget" in its entirety, and substitute the attached "Appendix C - Budget" in lieu thereof:

CERTIFIED TRUE COPY  
By: *Jayne W. Spindley*  
Date: FEB 13 1970

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

11. Contractor is required to sign this document and return 6 copies to issuing office.

<p>12. CONTRACTOR</p> <p>By: _____ (Name typed or printed)</p> <p>Title: _____</p> <p>Date: <u>JAN 27 1970</u></p>	<p align="center">UNITED STATES OF AMERICA AGENCY FOR INTERNATIONAL DEVELOPMENT</p> <p>By: _____</p> <p align="center"><u>ROGER B. CARLOCK</u> (Name typed or printed)</p> <p>Title: <u>CONTRACTING OFFICER</u></p> <p>Date: <u>FEB 13 1970</u></p> <p align="right"><i>Alvin D. ...</i></p>
--	--



Contract

12-598

## LETTER OF COMMITMENT

between

THE UNITED STATES OF AMERICA

and

THE UNIVERSITY OF HOUSTON

## APPENDIX C - BUDGET

	Firm Dollar Budget From: 7/1/68 To: 12/31/68	Firm Local Currency Budget From: 7/1/68 To: 12/31/68
1. Salaries	\$124,938	\$ -
2. Allowances	2,390	6,600
3. Travel and Transportation	23,062	25,400
4. Other Direct Costs	8,335	3,000
5. Indirect Costs	45,700	-
6. Participants	<u>39,200</u>	<u>-</u>
TOTAL	\$247,612	\$35,000

7/1/68 - 12/31/69

I. Salaries

## A. Regular Staff

1. Administrator -  
 [(18,200) (11/12) + (19,100) (5/12)] \$ 24,660

B. Short-Term - 32 Man-months @ 1800/mo 57,600

## C. Campus Staff

1. Coordinator - 18 months @ 11,250/yr 16,875  
 2. Short-term - 6 man-months @ 2000/mo (Fund) 12,000  
                   3 man-months @ 1000/mo 3,000  
 3. Secretarial - 27 months (12,675) 10,000

Total \$124,935

II. Allowances

A. Housing - 14 months @ 4500/yr \$ 5,360

B. Schooling - 1 yr @ 1100/yr 1,100

C. Temp. housing -  
 (60 days) (3 adults/day) (12/adult) 2,160

D. Supp. Post - (60 days) @ 6/day 360

Total \$ 8,980

III. Travel and Transportation

A. U.S. - 1 R.T., Houston - Washington 200

## B. International

1. Reg. Staff - 4 R.T. @ 660 2,640

2. Short term - 38 R.T. @ 660 25,080

3. Campus staff - 4 R.T. @ 660 2,640

Sub-total \$ 30,560

## C. Local

1. Air	\$ 1,600
2. Surface	200

## D. Per Diem

1. U.S. - 5 days @ 16/day	80
2. Int. - (45) (2) @ 6/day	552
3. Local - (138 weeks) (7) + 4 (14) days @ 15/day	15,450
4. Other - (3) (2) @ 20/day	126

## E. Shipments and Storage

1. Auto - one way	700
2. Unaccompanied Baggs. - (300) (2) @ \$1/lb	600
3. Household Goods - (2500) (2) @ \$0.55/lb	2,750
4. Storage - 4500 lbs for 15 mos @ 45/mo	720

Total \$ 53,452

IV. Other Direct Costs

A. Social Security - (4.75) X (1.25) X (421)	\$ 2,500
B. Workmens Comp. - (24,660 + 42,675) 0.02	1,350
C. Insurance - (4.75) (18) (8.25)	705
D. Out-of-pocket	
1. Passports and Inmoc. (3+19+2) (25+10)	240
2. Medicals - (3 adults) (2) (40)	240
3. Misc. - Houston (Tel., cables, postage, etc.)	2,700
- Rio (Tel., cables, postage, etc.)	3,000

Total \$11,335

V. Indirect Costs

A. Off-campus - (25.10%) (24,660 + 57,600)	\$ 20,600
B. On-campus - (59.75%) (42,675)	<u>25,100</u>
Total	<u>\$ 45,700</u>

VI. Participants

A. Per Diem - (50 part.) (27 day/part) @ 16/day	\$ 21,600
B. Instruction - (50 part.) (27 day/part.) @ 10/day	13,500
C. Other Direct Necessary	<u>3,100</u>
Total	<u>\$ 38,200</u>
Grand Total	<u>\$227,612</u>

SUMMARY

	<u>Dollars</u>	<u>Local Currency</u>
Salaries	124,935	-
Allowances	2,380	6,600
Travel & Trans.	28,062	Int. (35NF) 23,100 Local 1,800
		Per Diem (33 1/3 days) 500
Other Direct	8,335	3,000
Indirect	45,700	-
Participants	<u>38,200</u>	-
Totals	<u>227,612</u>	<u>\$35,000</u>



to Contract

between the

COUNCIL OF RECTORS OF BRAZILIAN UNIVERSITIES  
Rio de Janeiro, Brazil

and

THE UNIVERSITY OF HOUSTON  
Texas

WHEREAS, a contract dated October 23, 1968 and signed between the Council of Rectors of Brazilian Universities and the University of Houston and entered into effect on July 1, 1968, as amended;

WHEREAS, the contract costs are financed by the Government of the United States of America as represented by the United States Agency for International Development (USAID) by a Letter of Commitment between USAID and the University of Houston;

WHEREAS, it is the desire of the Council of Rectors of Brazilian Universities to further amend the contract;

NOW THEREFORE, the parties hereto mutually agree to amend the contract effective December 31, 1970, as follows:

1. Reference ARTICLE VI - DOLLAR FUNDS - A.: Delete the dates, words and figures "to December 31, 1970 are \$344,500" and substitute "to March 31, 1971 are \$513,000" in lieu thereof.
2. Reference ARTICLE VI - B. TIME OF COMPLETION OF THE CONTRACT - 1.: Delete the date "December 31, 1970" and substitute the date "March 31, 1971" in lieu thereof.
3. Reference ARTICLE VI - C. OBLIGATED FUNDS AND LIMIT IN TOTAL U.S. DOLLAR AND CROSSED PAYMENTS - 1.:
  - (1) 8th line: delete the figure "\$479,500" and substitute "\$543,000" in lieu thereof.

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(ii) 13th line: delete the figure "\$444,500" and substitute "\$513,000" in lieu thereof.

Except as herein provided, all terms and conditions of subject contract remain unchanged and in full force and effect.

UNIVERSITY OF HOUSTON

COUNCIL OF RECTORS OF BRAZILIAN UNIVERSITIES

By: [Signature]  
C. F. McElhinney

By: [Signature]

Title: Sr. Vice President & Treas.

Title: Acting President

Date: 12/26/70

Date: 12/21/70

FURUS 00090

[Signature] - 12/2/70

CERTIFIED A TRUE COPY  
By: [Signature]  
Date: MAR 10 1971

EMENDA Nº 3  
ao Contrato  
entre o

CONSELHO DE REitores DAS UNIVERSIDADES BRASILEIRAS

Mio de Janeiro, Brazil

e a

UNIVERSIDADE DE HOUSTON

Texas

CONSIDERANDO o contrato datado de 23 de outubro de 1968 e assinado entre o Conselho de Reitores das Universidades Brasileiras e a Universidade de Houston e que entrou em vigor a 19 de julho de 1968 como modificação;

CONSIDERANDO que os custos do contrato são financiados pelo Govêrno dos Estados Unidos da América, representado pela Agência Norte-Americana para o Desenvolvimento Internacional (USAID), através de um Carta Compromisso entre a USAID e a Universidade de Houston;

CONSIDERANDO que é desejo do Conselho de Reitores das Universidades Brasileiras emendar novamente o contrato;

RESOLVE, consequentemente, as partes concordar mutuamente em emendar, por meio deste, o contrato a partir de 31 de dezembro de 1970, como se segue:

1. Na referência ao ARTIGO II - FUNDOS EM DOLARES - A. Retirar as datas, palavras e cifras "para 31 de dezembro de 1970 são \$445,500" e substituí-las por "para 31 de março de 1971 são \$513,000".
2. Na referência ao ARTIGO II - B - DATA DE VENCIMENTO PARA A CONCLUSÃO DO CONTRATO - 1. Retirar a data "31 de dezembro de 1970" e substituí-la por "31 de março de 1971".
3. Na referência ao ARTIGO II - C - FUNDOS VINCULADOS E DÍVIDAS DOS PARCEIROS BRASILEIROS DA COLABORAÇÃO E UNIFORMES - 1.
  - (1) Na 1ª linha: retirar a cifra "\$475,500" e substituí-la por "\$548,000".

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(12) 13ª linha: retirar a cifra "3444,500" e substituí-la por "8513,000".

Excetuado o que aqui foi estabelecido, todos os termos e condições do contrato de que se trata permanecerá sem modificação e em pleno vigor e efeito.

UNIVERSIDADE DE HOUSTON

CONSELHO DE REitores DAS UNIVER-  
SIDADES BRASILEIRAS

Feito

Feito

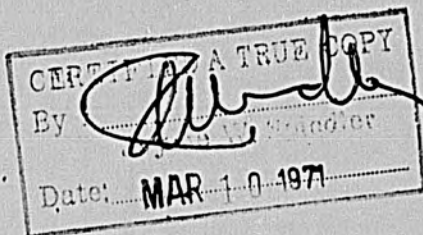
C. F. McElhinney

Titular: Presidente em exercício

cargo Sr. Vice President & Treas.

Data: 12/26/70

Data: 21/12/70



MODIFICATION OF LETTER OF COMMITMENT

1. Amendment No.  3	2. Effective Date of Amendment  December 31, 1969	3. Letter of Commitment which refers to GOB Contract 12-598	4. Effective Date of Letter of Commitment  July 1, 1968
5. CONTRACTOR (Name and Address)  UNIVERSITY OF HOUSTON Cullen Boulevard Houston, Texas, 77004		6. Administered by:  Supply Management & Contract Division USAID/AGSC Rio de Janeiro, GB, Brazil	
7. PIO/T No. N/A  Appropriation No. N/A  Allotment Symbol N/A	8. Previous PIO/Ts  512-263.5-3-80423 A FT-1057-69		

9. The above referred Letter of Commitment is hereby modified as follows:

1. Reference APPENDIX C - BUDGET - Firm Dollar Budget and Firm Local Currency Budget: Delete the date "12/31/69" on both columns and substitute the date "03/31/70" on both columns.

CERTIFIED A TRUE COPY By: <i>Jayme W. Spindler</i> Jayme W. Spindler Date: FEB 20 1970
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10. This amendment is entered into pursuant to the authority of the Foreign Assistance Act of 1961, as amended, and Executive Order No. 11223. Except as herein provided, all terms and conditions of the Letter of Commitment referenced in Block 3 remain unchanged and in full force and effect.

11. Contractor is required to sign this document and return 6 copies to issuing office.

12. CONTRACTOR

By: \_\_\_\_\_  
 \_\_\_\_\_  
 (Name typed or printed)

Title: \_\_\_\_\_

Date: FEB 17 1970

UNITED STATES OF AMERICA  
 AGENCY FOR INTERNATIONAL DEVELOPMENT

By: \_\_\_\_\_  
 \_\_\_\_\_  
 (Name typed or printed)

Title: CONTRACTING OFFICER

Date: FEB 20 1970

FUNDS AVAILABLE  
 X - X

*Alvin D. Vinson* 2/15/70  
 CONTR. OFF. DATE

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AMENDMENT NO. 4

to Contract GCB-12-598

between the

COUNCIL OF RECTORS OF BRAZILIAN UNIVERSITIES,  
Rio de Janeiro, Brazil

and

THE UNIVERSITY OF HOUSTON  
Texas

WHEREAS, a contract dated October 23, 1968 and signed between the Council of Rectors of Brazilian Universities and the University of Houston entered into effect on July 1, 1968, as amended:

WHEREAS, the contract costs are financed by the Government of the United States of America as represented by the United States Agency for International Development (USAID) by a Letter of Commitment between USAID and the University of Houston,

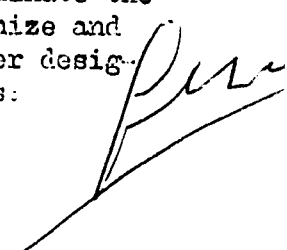
WHEREAS, it is the desire of the Council of Rectors of Brazilian Universities to further amend the contract;

NOW THEREFORE, the parties hereto mutually agree to amend the contract effective March 31, 1971, as follows:

1. Reference - Article I - DESCRIPTIONS OF FUNCTIONS - add the following section "4":

"4. During the twelve-month period, April 1, 1971 through March 31, 1972, the University of Houston shall provide the following services:

- a. A full-time professional level field coordinator, resident in Brazil, to collaborate with the Council's executive staff in planning and executing the year's program.
- b. Seventy-two man-weeks of short-term consultants to advise Brazilian institutions of higher education on specific administrative and organizational problems, at the Council's request, and to participate in the development and presentation of short courses and seminars on university administration held in Brazil.
- c. On-campus staff at the University of Houston to coordinate the overall program of technical assistance, and to organize and conduct training programs in the U.S., Mexico or other designated country for Brazilian university administrators:





1. Two intensive training courses of 30 days duration for 25 participants each;
  2. In-service training programs of approximately 10 weeks duration for up to 15 persons.
  3. Master's Degree course work for up to 5 persons.
- d. In addition, University of Houston personnel will assist the Council as requested, to prepare manuals and other materials concerned with university administration, to establish and activate implementation teams to help universities initiate improved practices, and to conduct studies on specific problem areas which the Council will identify.

NOTE: Up to two University of Houston inspection trips to Brazil and one trip by the Contractor's field coordinator to Houston will be included in the contract, but actual travel shall be undertaken only by prior written approval of USAID/Brazil."

2. Reference ARTICLE II - DOLLAR FUNDS - A: Delete "to March 31, 1971 are \$513,000" and substitute in lieu thereof "to March 31, 1972 are \$309,000."
3. Reference ARTICLE II - B. TIME OF COMPLETION OF THE CONTRACT - 1: Delete "March 31, 1971" and substitute thereof "March 31, 1972."
4. Reference ARTICLE II - C. OBLIGATED FUNDS AND LIMIT IN TOTAL U.S. DOLLAR AND CRUZERIO PAYMENTS - 1.:
  - a. 5th line - delete the figure "543,000" and substitute therefor "344,000".
  - b. 13th line - delete the figure "513,000" and substitute therefor "309,000"
5. Reference Annex A - III. Data Reports and Publications - add the following clause "D)":

"D). Quarterly Reports: These reports will be submitted to the Project Executor, Council of Rectors, and will serve as the basis of the Council of Rectors report to USAID/Brazil concerning fulfillment of contract obligations by the contractor."

Except as herein provided, all terms and conditions of subject contract remain unchanged and in full force and effect.

UNIVERSITY OF HOUSTON

By: J. T. Brogdon

J. T. Brogdon

Title: Business Manager & Asst. Treas.

Date: August 18, 1971

COUNCIL OF RECTORS OF BRAZILIAN UNIV.

By: Paulo de Hartmann

Title: President, Council of Rectors

Date: July 23, 1971

MODIFICATION OF LETTER OF COMMITMENT

1. Amendment No.  4	2. Effective Date of Amendment  January 1, 1970	3. Letter or Commitment which refers to Contract GOB 12-598	4. Effective Date of Letter of Commitment  July 1, 1968
5. CONTRACTOR (Name and Address) UNIVERSITY OF HOUSTON Cullen Boulevard Houston-Texas, 77004		6. Administered by:  Supply Management & Contract Division USAID/MGSC Rio de Janeiro, GB, Brazil	
7. PIO/T No. 512-263.5-3-00090  Appropriation No. 72-1101010  Allotment Symbol 095-50-512-00-69-01		8. Previous PIO/Ts  512-263.5-3-80423	

512-263.5-3-80423 By: <u>[Signature]</u> Date: JUN 04 1970
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9. The above numbered Contract is hereby modified as follows:

1. Reference I. USAID OBLIGATION - B. MAXIMUM DOLLAR OBLIGATION:  
Delete the amount "\$250,000" and substitute "\$444,500" in lieu thereof.

- C.1.LOCAL CURRENCY: Add to the figure and words "\$35,000 (payable in cruzeiros)" the following: "and NCr\$474.000,00 (four hundred and seventy four new cruzeiros)".

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

11. Contractor is required to sign this document and return 6 copies to issuing office.

12. CONTRACTOR  By: _____  _____ (Name typed or printed)  Title: _____  Date: <u>MAY 25 1970</u>	UNITED STATES OF AMERICA AGENCY FOR INTERNATIONAL DEVELOPMENT  By: _____  <u>ROGER B. GARLOCK</u> (Name typed or printed)  Title: <u>CONTRACTING OFFICER</u>  Date: <u>JUN 03 1970</u>
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**2. Reference II. CONTRACTOR OBLIGATIONS - I. NON-DISCRIMINATION IN EMPLOYMENT: Delete in its entirety from "(a)" thru "(g)" and substitute the following in lieu thereof:**

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitment under section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965 and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended, in whole or in part and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor or as otherwise provided by law.
- (7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
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3. Reference II - CONTRACTOR OBLIGATIONS: Add the following new clause "R":

"R. Term of Letter. The term of this letter will be the same as the term of the contract."

4. Reference APPENDIX B - OPERATIONAL PLAN: Delete in its entirety and substitute the following "Appendix B- Operational Plan" in lieu thereof.

"APPENDIX B - OPERATIONAL PLAN

The Contractor will submit to USAID a detailed Operational Plan within one month after the arrival in Brazil of the University Administrator. Such operational plan shall set forth the agreed upon scope of work, statement of objectives, number and types of positions to be financed under the contract and additional substantive matters concerning work to be performed hereunder. The Contractor will be required to submit to USAID, additional plans for each year's effort thereafter."

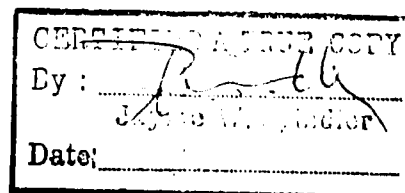
5. Reference APPENDIX C - BUDGET: Delete in its entirety and substitute the attached "Appendix C - Budget" in lieu thereof.
6. Reference APPENDIX D - SPECIAL PROVISIONS - II. LANGUAGE TRAINING: Delete in its entirety.



AMENDMENT Nº 5

to Contract GOB 12-598

between the



COUNCIL OF RECTORS OF BRAZILIAN UNIVERSITIES  
Rio de Janeiro, Brazil.

and

THE UNIVERSITY OF HOUSTON  
Texas

WHEREAS, a contract dated October 23, 1968 and signed between the Council of Rectors of Brazilian Universities and the University of Houston entered into effect on July 1, 1968, as amended;

WHEREAS, the contract costs are financed by the Government of the United States of America as represented by the United States Agency for International Development (USAID) by a Letter of Commitment between USAID and the University of Houston;

WHEREAS, it is the desire of the Council of Rectors of Brazilian Universities to further amend the contract;

NOW THEREFORE, the parties hereto mutually agree to amend the contract effective March 31, 1972 as follows:

1. Reference - Article I - DESCRIPTIONS OF FUNCTIONS - add the following section "5":

"5. During the nine-month period, April 1, 1972 through December 31, 1972, the University of Houston shall provide the following services:

- a. Provide approximately 30 man-weeks of short-term consultant services to CRUB (Conselho de Reitores das Universidades Brasileiras) and to academic institutions in connection with:  
(1) specific organizational and/or administrative problems of individual institutions of higher education; (2) short courses in Brazil on various topics related to the organization, administration and management of universities; and (3) seminars in Brazil on the same or similar topics.
- b. Conduct one high-level seminar in the U.S. and/or other countries for approximately 20 Brazilian university administrators.

- c. Arrange and supervise in-service training programs in U.S. universities for approximately 5 Brazilian administrators for a period of 6-10 weeks.
- d. Provide a full-time specialist, resident in Brazil, to collaborate with the Council's executive staff in planning and executing the program.
- e. Provide on-campus staff at the University of Houston to coordinate the overall program of technical assistance.
- f. Assist the CRUB to develop a revised plan of action for the project which will detail the criteria for determining which institutions qualify for assistance under the project and will specify which areas of university administration will receive consultant assistance through project resources.
- g. Assist the CRUB in preparing plans for training university administrators in Brazil and abroad, to include definition of training objectives and specification of criteria for selection of participants.
- h. Participate with the CRUB in activities designed to ensure effective project performance, such as evaluation of consultant visits and training programs and development of informational materials as required by the consultant and training programs.

Note:

Although new long term training is not anticipated for the remaining period of this contract, reimbursement of costs accruing from the training of two Brazilian participants, presently studying in the United States under this contract, shall be approved up to December 31, 1972.

2. Reference Article II - DOLLAR FUNDS - A.:

Delete the date, words and figure "to March 31, 1972 are \$809,000." and substitute "to December 31, 1972 are \$953,000" in lieu thereof.

3. Reference Article II - B. TIME OF COMPLETION OF THE CONTRACT - 1.:

Delete the date "March 31, 1972" and substitute "December 31, 1972" in lieu thereof.

4. Reference Article II - C. OBLIGATED FUNDS AND LIMIT IN TOTAL U.S. DOLLAR AND CRUZERO PAYMENTS - 1:

- a. 8th line - delete the figure "\$844,000" and substitute "\$953,000" in lieu thereof.
- b. 13th line - delete the figure "\$809,000". and substitute "\$953,000" in lieu thereof.

Except as herein provided, all terms and conditions of subject contract remain unchanged and in full force and effect.

UNIVERSITY OF HOUSTON

COUNCIL OF RECTORS OF BRAZILIAN UNIVERSITIES

By: *J. T. Brogdon*  
J. T. Brogdon

By: *[Signature]*

Title: Assistant Vice President  
and Business Manager

Title: PRESIDENT

Date: JUL 24 '72

Date: AUG 21 1972

MODIFICATION OF LETTER OF COMMITMENT

Page 1 of 2

1. Amendment No.  5	2. Effective Date of Amendment  January 1, 1970	3. Letter of Commitment to Contract <u>GOB 12-598</u>	4. Effective date of Letter of Commitment  July 1, 1968
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5. CONTRACTOR (Name and Address) UNIVERSITY OF HOUSTON Cullen Boulevard Houston, Texas, 77004	6. Administered by:  Supply Management & Contract Division USAID/MGSC Rio de Janeiro, GB, Brazil
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7. PIO/T, No. N/A  Appropriation No. N/A  Allotment No. N/A  Nov. 20, 70 Memo - Midkiff thru Huddleston to Spindler	8. Previous PIO/To N/A  <div style="border: 1px solid black; padding: 5px; display: inline-block;">                 CERTIFIED A TRUE COPY                  By: <i>[Signature]</i>                  J. W. Spindler                  Date: <u>JAN 26 1971</u> </div>
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9. The above referenced Letter of Commitment is hereby modified as follows:

1. Reference APPENDIX C - BUDGET - Summary: Add the following "Special Provision" below the summary:

"SPECIAL PROVISION"

The above budget represents the total funds authorized to be expended by the Contractor during the period January 1, 1970 thru December 31,

10. This amendment is entered into pursuant to the authority of the Foreign Assistance Act of 1951, as amended, and Executive Order No. 11223. Except as herein provided, all terms and conditions of the Letter of Commitment referenced in Block No. 3 remain unchanged and in full force and effect.

11. Contractor is required to sign this document and return 6 copies to issuing office.

12. CONTRACTOR  By: _____ _____ (Name typed or printed)  Title: _____  Date: <u>DEC 26 1970</u>	UNITED STATES OF AMERICA AGENCY FOR INTERNATIONAL DEVELOPMENT  By: _____ LAWRENCE I. ODLE _____ (Name typed or printed)  Title: <u>CONTRACTING OFFICER</u>  Date: <u>JAN 13 1971</u>
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1970. Within the grand total of the budget, the Contractor may increase or decrease any of the line items contained in the budget, by not more than 15%, except line items No. VI, No. VII and No. VIII, without obtaining prior written approval of the Contracting Officer."



*[Handwritten signature and scribbles]*  
101 1972

AMENDMENT Nº 6  
to Contract GOB 12-598  
between the

COUNCIL OF RECTORS OF BRAZILIAN UNIVERSITIES  
Rio de Janeiro, Brazil.

and

THE UNIVERSITY OF HOUSTON  
Texas

WHEREAS, a contract dated October 23, 1968 and signed between the Council of Rectors of Brazilian Universities and the University of Houston entered into effect on July 1, 1968, as amended;

WHEREAS, the contract costs are financed by the Government of the United States of America as represented by the United States Agency for International Development (USAID) by a Letter of Commitment between USAID and the University of Houston;

WHEREAS, it is the desire of the Council of Rectors of Brazilian Universities to further amend the contract;

NOW THEREFORE, the parties hereto mutually agree to amend the contract effective March 31, 1972 as follows:

1. Reference Amendment Nº 5 - Article I - DESCRIPTIONS OF FUNCTIONS - after section 5.h., add an "s" to the word "note", number the first note as "1" and add the following note number "2":  
"2. One trip by the Contractor's field coordinator to Houston is hereby provided, but actual travel shall be undertaken only by prior written approval of USAID/Brazil."

Except as herein provided, all terms and conditions of subject contract remain unchanged and in full force and effect.

UNIVERSITY OF HOUSTON  
By: \_\_\_\_\_

Title: \_\_\_\_\_

Date:           AUG 21 1972          

COUNCIL OF RECTORS OF BRAZILIAN  
UNIVERSITIES  
By: \_\_\_\_\_

Title: \_\_\_\_\_

Date:           SEP 12 1972

MODIFICATION OF LETTER OF COMMITMENT

1. Amendment No.  6	2. Effective Date of Amendment  December 31, 1970	3. Letter of Commitment to Contract GOB 12-598	4. Effective Date of Letter of Commitment July 1, 1968
5. CONTRACTOR (Name and Address)  University of Houston Cullen Boulevard Houston, Texas 77004		6. Administered by:  Supply Management & Contract Division USAID/MGSC Rio de Janeiro, CB, Brazil	
7. PIO/T, No. <u>512-263.5-3-00090 (A.1)</u>  Appropriation No. Multiple  Allotment Symbol Multiple		8. Previous PIO/Ts 512-263.5-3-80423 <div style="border: 1px solid black; padding: 5px; display: inline-block;">                 CERTIFIED A TRUE COPY                  By: <i>[Signature]</i>                  Date: FEB 12 1971             </div>	

9. The above referenced Letter of Commitment is hereby modified as follows:

1. Reference I. USAID OBLIGATION - B. MAXIMUM DOLLAR OBLIGATION:  
Delete the amount "\$444,500" and substitute "\$513,000" in lieu thereof.
2. Reference APPENDIX C - BUDGET: Delete in its entirety and

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

11. Contractor is required to sign this document and return 6 copies to issuing office.

<p>12. CONTRACTOR</p> <p>By: _____                  _____                  (Name typed or printed)</p> <p>Title: _____</p> <p>Date: <u>FEB 2 1971</u></p>	<p align="center">UNITED STATES OF AMERICA AGENCY FOR INTERNATIONAL DEVELOPMENT</p> <p>By: <i>[Signature]</i>                  _____                  LAWRENCE L. ODLE                  (Name typed or printed)</p> <p>Title: <u>CONTRACTING OFFICER</u></p> <p>Date: <u>FEB 12 1971</u></p>
---	--

substitute the following "Appendix C - Budget" in lieu thereof:

"APPENDIX C - BUDGET

SUMMARY

FIRM BUDGET FROM JANUARY 1, 1971 TO MARCH 31, 1971

	<u>US\$</u>	<u>TF</u> (expressed in dollars)
I. Salaries	23,605	
II. Allowances		1,800
III. Travel, shipping and storage	1,122	8,950
IV. Other direct costs	2,011	600
V. Indirect costs	8,171	
VI. Participant training (short-term course and master degree candidates)	<u>33,591</u>	
TOTAL .....	68,500	<u>11,350</u>
		11,350 at Cr\$4,83 = Cr\$54.820,00
		<u>NOTE:</u> TF pipeline is sufficient to cover the above Cr\$54,820,00.

SPECIAL PROVISION

Without prior written approval of the Contracting Officer, the Contractor may not exceed the grand totals set forth in the budget hereunder or exceed the costs for any individual line item by more than 15% of such line item, except line item VI.

	<u>U.S.</u> <u>Dollars</u>	<u>Totals</u>	<u>TF</u> <u>(expressed</u> <u>in dollars)</u>	<u>Totals</u>
<b><u>I. Salaries</u></b>				
A. On campus				
1. Professional 2 man/ months at \$2,150	4,300			
2. Non-professional 6 man/months at \$475	2,850			
3. Short-term staff 3 man/months at \$1,600	4,800			
	<u>11,950</u>			
B. Off campus				
1. Regular staff in Brazil 3 man/months at \$2,085	6,255			
2. Short-term staff in Brazil 3 man/months at \$1,800	5,400			
	<u>11,655</u>			
		<u>TOTAL SALARIES:</u>		23,605
<b>II. Allowances</b>				
A. Education - 3 children at \$600			1,800	
		<u>TOTAL ALLOWANCES:</u>		1,800
<b>III. Travel</b>				
A. U.S.				
1. Surface transportation (residence, airport, etc.) all staff and participants	300			
2. Staff visits to other institutions for purposes of planning for in-service training	400			



	<u>U.S.</u> <u>Dollars</u>	<u>Totals</u>	<u>TF</u> <u>(expressed</u> <u>in dollars)</u>	<u>Totals</u>
<b>B. International</b>				
1. Short-term staff 6RT, U.S.-Brazil at \$800			4,800	
<b>C. Travel in Brazil</b>				
1. Professional staff in Brazil			750	
2. Surface transporta- tion in Brazil			200	
3. Short-term staff air travel in Brazil			600	
<b>D. Per Diem - U.S. at \$25/day</b>				
1. Staff travel as indicated in III.- A.-2. 14 days at \$25		350		
<b>E. Per Diem - Interna- tional \$6/day</b>				
1. Short-term staff 6 x 2 days		72		
<b>F. Per Diem - In Brazil \$25/day</b>				
1. Short-term staff 3 man/months			2,250	
2. Professional in Brazil 14 days			350	
		<b><u>TOTAL TRAVEL:</u></b>		<b>8.950</b>
		<b>1,122</b>		
<b>IV. Other direct costs</b>				
A. Social Security - 5.2% x \$23,605		1,228		
B. Workmen's compen- sation 2% x 11,655		233		

62

	<u>U.S.</u> <u>Dollars</u>	<u>Totals</u>	<u>TF</u> <u>(expressed</u> <u>in dollars)</u>	<u>Totals</u>
C. Health Insurance	100			
D. Out-of-pocket expenses, immunization, etc.	150			
E. Miscellaneous				
1. Telephones, cables, postage, etc.-Houston	300			
2. Telephones, cables, postage, etc.-Brazil			200	
3. Printing consultant reports			50	
4. Supplies, Xerox, etc.			350	
<u>TOTAL OTHER DIRECT COSTS:</u>		2,011		600
V. Indirect costs				
A. On campus - 11,950 x 44.44%	5,310			
B. Off campus - 24.55% x 11,655	2,861			
<u>TOTAL INDIRECT COSTS:</u>		8,171		
VI. Participant training				
A. Short-term course - 30 participants				
1. Per Diem 30 x 28 days x 23	19,320			
2. Instructional Costs 30 x 28 days x 10	8,400			
3. Local Transportation 30 x 50	1,500			

	<u>U.S.</u> <u>Dollars</u>	<u>Totals</u>	<u>TF</u> <u>(expressed</u> <u>in dollars)</u>	<u>Totals</u>
4. Books and Materials 30 x 60	1,800			
5. Shipment of papers to Brazil	<u>235</u>	31,255		
<b>B. Master Degree candidates - 2 participants</b>				
1. Stipend 2 x 13 wks x 7 days x x \$8	1,456			
2. Tuition and Fees 2 x \$300	600			
3. Books and Supplies 2 x \$40	80			
4. Health Insurance 2 x \$100	<u>200</u>	2,336		
<b><u>TOTAL PARTICIPANT TRAINING:</u></b>		<b>33,591"</b>		

MODIFICATION OF LETTER OF COMMITMENT

1. Amendment N <sup>o</sup>  7	2. Effective Date of Amendment  March 31, 1971	3. Letter of Commit. to Contract.  GOB 12.598	4. Effective Date of Letter of Commit.  July 1, 1968
--------------------------------------	--	---	--

5. CONTRACTOR (Name and Address)  University of Houston Cullen Boulevard Houston, Texas 77004	6. Administered by:  Supply Management & Contract Division USAID/MGSC Rio de Janeiro, GB, Brazil
---	--

7. PIO/T N <sup>o</sup> 512-263.5-3-10234  Appropriation N <sup>o</sup> 72-1111010  Allotment Symbol: 195-50-512-00-69-11	8. Previous PIO/Ts  512-263.5-3-80423 512-263.5-3-00090
--	--

CERTIFIED A TRUE COPY  
By: *Guidle*  
W. W. Spindler  
Date: AUG 26 1971

9. The above numbered L/C is hereby modified as follows:

1. Reference ARTICLE I - USAID OBLIGATION - B - MAXIMUM DOLLAR OBLIGATION:

Delete "513,000" and substitute therefore " 809,000".

10. This amendment is entered into pursuant to the authority of the Foreign Assistance Act of 1961, as amended, and Executive Order N<sup>o</sup> 11223. Except as herein provided, all terms and conditions of the L/C referenced in Block N<sup>o</sup> 3 remain unchanged and in full force and effect.

11. Contractor is required to sign this document and return 6 copies to issuing office.

12. CONTRACTOR	UNITED STATES OF AMERICA AGENCY FOR INTERNATIONAL DEVELOPMENT
By: _____  _____ (Name typed or printed)	By: _____  Roger B. Garlock (Name typed or printed)
Title: _____	Title: <u>CONTRACTING OFFICER</u>
Date: _____	Date: <u>AUG 26 1971</u>



2. Reference Appendix B - OPERATIONAL PLAN:

Delete in its entirety and substitute the following "Appendix B - Operational Plan" in lieu thereof:

"APPENDIX B - OPERATIONAL PLAN

The Contractor will collaborate with the Council in the preparation of the work plan called for by section IV.B.7 of Project Agreement dated May 27, 1971. In the work plan the Contractor will include a statement of objectives to be attained in the period covered by the work plan as well as activities to be carried out in pursuance of the objectives.

In addition the Contractor shall prepare a detailed budget to accompany the work plan."

3. Reference Standard Provision XIV, Documentation Requirements

Sections A. Initial Advance; B. Replenishment Vouchers and C. Final Voucher : Delete all references to "Controller of AID" and substitute "Controller of USAID" in lieu thereof.

4. Reference II - CONTRACTOR OBLIGATIONS: add the following new clause "S":

"S. Reports

The Contractor will submit to the Chief Office of Human Resources, (IRO) of USAID:

1. Six (6) copies of quarterly reports of progress under the project:
2. Such supplementary reports as may be requested by the Chief IRO, of USAID."

5. Reference APPENDIX C - Budget:

Delete in its entirety and substitute the following "Appendix C - Budget" in lieu thereof:

"APPENDIX C - BUDGET

SUMMARY

FIRM BUDGET FROM MARCH 31, 1971 to March 31, 1972.

I. Salaries	US\$ 125,400
II. Allowances	5,900
III. Travel, shipping and storage	53,380
IV. Other direct costs	14,503
V. Indirect costs	43,960
VI. Participant training	<u>122,920</u>
	366,063

Rounded to: 366,000

4

SPECIAL PROVISIONS

1. Without prior written approval of the Contracting Officer, the Contractor may not exceed the grand totals set forth in the budget hereunder or exceed the costs for any individual line item by more than 15% of such line item, except line item VI.
2. The contractor is permitted to incur instructional costs for each in-service trainee, however, the rate will not exceed \$25/day for the first five work days and \$10 for the other two calendar days each week.

DETAILED BUDGET

	U.S.\$	Totals
I. Salaries		
A. On-campus		
1. Professional 7 man/months \$1920	\$ 13,440	
7 man/months \$1500	10,500	
2. Non-professional 35 man/months \$540	18,900	
3. Short-term staff 13 man/months \$1,800	<u>23,400</u>	
	\$ 66,240	
B. Off-campus		
1. Regular staff in Brazil 12 man/months		
\$2,200	\$ 26,400	
2. Short-term staff in Brazil 72 man/weeks		
\$455	<u>32,760</u>	
	\$ 59,160	
TOTAL SALARIES		\$125,400
II. Allowances		
A. Schooling - 3 children \$1200	\$ 3,600	
B. Storage	2,300	
TOTAL ALLOWANCES		\$ 5,900
III. Travel		
A. U.S.		
1. Surface transportation (residence to airport, etc.)	\$ 800	
2. Staff visits to other institutions for program purposes	<u>650</u>	
	\$ 1,450	

US\$TOTALS

B. International - Brazil - U.S.		
1. Short-term staff in Brazil 36RT to and from Brazil \$700		\$ 25,200
2. Conselho Inspection Trip 2RT \$750		1,500
3. UH Inspection trip 2RT \$750		1,500
4. One Campus visit for Nordstrom \$750		750
		<u>\$ 28,950</u>
C. Travel in Brazil		
1. Regular staff in Brazil		\$ 2,000
2. Surface transportation - short-term staff		1,000
3. Air travel - short-term staff		2,000
		<u>\$ 5,000</u>
D. Per Diem - U.S. and Mexico		
1. Campus staff - travel for program purposes- 14 days \$23		322
2. Conselho Inspection Trip		
2 x 21 days \$25 (U.S.)		1,050
2 x 7 days \$17 (Mexico)		238
Nordstrom - 14 x \$25		350
		<u>\$ 1,960</u>
E. Per Diem - International		
1. Short-term staff 36 days at \$6		216
2. Conselho Inspection Trip		36
3. UH Inspection Trip		36
4. Nordstrom 3 days at \$6		18
		<u>\$ 306</u>
F. Per Diem in Brazil		
1. Short-term staff in Brazil 72 weeks/ 7 days/\$27		\$ 13,608
2. Regular staff in Brazil 50 days/\$27		1,350
3. UH executive trip 2 x 14 days x \$27		756
		<u>\$ 15,714</u>

TOTAL TRAVEL

\$ 53,380

IV. Other Direct Costs	US\$	Totals
A. Social Security- 5.2% x 125,400 (total salaries)	6,520	
B. Workmen's compensation 2% x \$59,160 (off-campus salaries)	1,183	
C. Health Insurance	500	
D. Out-of-pocket expenses, immunization, etc.	1,400	
E. Miscellaneous		
1. Telephones, cables, etc. - Houston	2,400	
2. Telephones, cables, etc. - Brazil	1,000	
3. Supplies, Xerox, etc.	<u>1,500</u>	
TOTAL OTHER DIRECT COSTS		\$ 14,503
V. Indirect Costs		
A. On-campus - 44.44% x 66,240	\$ 29,437	
B. Off-campus - 24.55% x 59,160	<u>14,523</u>	
TOTAL INDIRECT COSTS		\$ 43,960
VI. Participant Training		
A. Short-Term Course in Houston and Mexico (50 participants)		
1. Instructional costs	13,000	
2. Local transportation	2,500	
3. Books and Supplies -- \$50/participant	2,500	
4. Shipping materials to Brazil	1,000	
5. Transportation for lecturers		
a. Air transportation	250	
b. Surface (taxi, etc.)	20	
c. Per diem - 5 days at \$23	115	
6. Participant transportation		
a. Per Diem - 21 days at \$23	=\$483	
7 days at \$17	<u>119</u>	
	\$602 x 50=\$30,100	
b. Surface transportation (airport to motels, etc.) \$10/ participant	<u>500</u>	
	\$ 54,935	

	USD	Totals
<b>B. Master's Degree Candidate</b>		
1. Tuition and fees - 1 continuing - \$1,900		
5 new (Sept.) <u>8,000</u>		
	\$ 9,900	
2. Books and supplies	120	
3. Surface travel	100	
4. Per diem - 1 x 12 months x \$240 =	2,880	
5 x 8 months x \$240	9,600	
5 x 20 days x \$23	<u>2,300</u>	
	\$25,200	
<b>C. In-Service Training</b>		
1. Instructional costs -		
20 days/\$10 = \$200		
50 days/\$25 <u>1250</u>		
	\$1450 x 15	\$21,750
2. Per diem		
initial per diem 15 days/\$23= 345		
travel status per d. 14 days/\$23= 322		
regular stipend 41 days/\$12= <u>492</u>		
	\$1159 x 15	\$17,385
3. Transportation		
a. Surface transportation	\$ 300	
b. Travel in U.S.	3,000	
4. Shipping materials to Brazil	<u>300</u>	
	\$42,735	
<b>TOTAL PARTICIPANT TRAINING</b>		<b>\$ 122,920 "</b>



AMENDMENT Nº 7

512-11-688-263.5

to Contract GOB 12-598

between the

COUNCIL OF RECTORS OF BRAZILIAN UNIVERSITIES  
Rio de Janeiro, Brazil.

and

THE UNIVERSITY OF HOUSTON  
Texas

WHEREAS, a contract dated October 23, 1968 and signed between the Council of Rectors of Brazilian Universities and the University of Houston entered into effect on July 1, 1968, as amended;

WHEREAS, the contract costs are financed by the Government of the United States of America as represented by the United States Agency for International Development (USAID) by a Letter of Commitment between USAID and the University of Houston;

WHEREAS, it is the desire of the Council of Rectors of Brazilian Universities to further amend the contract;

NOW THEREFORE, the parties hereto mutually agree to amend the contract effective August 4, 1972 as follows:

1. Reference - Article I - DESCRIPTION OF FUNCTIONS -

Add the following note number "3":

"3. The payment of up to five (5) days per diem in the U.S. for the University Administrator stationed in Brazil, from on or about August 21 to August 25, 1972, is hereby provided. During the above period, The University Administrator will be in work status on the contractor's campus for consultation."

Except as herein provided, all terms and conditions of subject contract remain unchanged and in full force and effect.

UNIVERSITY OF HOUSTON

COUNCIL OF RECTORS OF BRAZILIAN  
UNIVERSITIES

By: \_\_\_\_\_

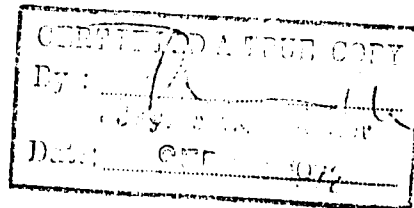
By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: SEP 7 1972

Date: AUG 21 1972



**LETTER OF COMMITMENT**  
**MODIFICATION OF CONTRACT/TASK ORDER**

1. Amendment N <sup>o</sup>  <p style="text-align: center;">8</p>	2. Effective Date of Amendment <p style="text-align: center;">March 31, 1972</p>	3. <del>Contract N<sup>o</sup></del> Letter of Commitment  <del>Task Order N<sup>o</sup></del> to Contract GOB 12-598	4. Effective Date of <del>Contract</del> Letter of Commitment  <del>Task Order</del> Effective Date of Task Order <p style="text-align: center;">July 1, 1968.</p>
5. CONTRACTOR (Name and Address)  University of Houston Cullen Boulevard Houston, Texas 77004		6. Administered by:  Legal Staff - Contracts UNILIB/IGS Rio de Janeiro, GB, Brazil	
7. PIO/T N <sup>o</sup> 512-263.5-3-20281  Appropriation N <sup>o</sup> 72-1121010  Allotment Symbol 295-50-512-00-69-21		8. Previous PIO/Ts  512-263.5-3-80423 512-263.5-3-00090 512-263.5-3-10234	

9. The above numbered ~~Contract/Task Order~~ is hereby modified as follows:  
 Letter of Commitment

1. Reference ARTICLE I - USAID OBLIGATION - B. Maximum Dollar Obligation:  
 Delete the amount "\$809,000" and substitute "\$953,000" in lieu thereof.

10. This amendment is entered into pursuant to the authority of the Foreign Assistance Act of 1961, as amended, and Executive Order N<sup>o</sup> 11223. Except as herein provided, all terms and conditions of the ~~Contract/Task Order~~ Letter of Commitment referenced in Block N<sup>o</sup> ~~3/3a~~ remain unchanged and in full force and effect.

11. Contractor is required to sign this document and return 6 copies to issuing office.

12. CONTRACTOR UNITED STATES OF AMERICA  
AGENCY FOR INTERNATIONAL DEVELOPMENT

By: \_\_\_\_\_

By: \_\_\_\_\_

(Name typed or printed)

DOUGLAS D. ROBERTSON  
 (Name typed or printed)

Title: \_\_\_\_\_

Title: CONTRACTING OFFICER

Date: JUL

Date: AUG 2 1972

2. Reference APPENDIX A - Standard Provisions - XXIV. Documentation Requirements - B. Replenishment Vouchers. 5. - 2nd paragraph, 3rd and 4th lines:

Delete "... GOB dated \_\_\_\_\_; ..." and substitute "... the Council of Rectors dated October 23, 1968, as amended,..."

3. Reference ARTICLE II - Contractor Obligations - S. Reports - Add the following items, "3" and "4":

"3. The Contractor shall furnish to USAID six (6) copies of the quarterly reports called for in Annex A III B of the contract between the Council and the Contractor within one month of the end of the quarter in question. These reports will not only indicate progress made during the period, plans for the ensuing period, status of accounts and recommendations covering the fields of activity as called for in the Contract, but will also include an analysis of the conditions encountered in Brazilian universities in the course of providing services. This analysis is designed to assist the Council in determining the success and/or adequacy of the activities of the project and areas or fields which need additional attention or which should be dropped from the project.

"4. In addition to quarterly progress reports, Contractor shall also prepare and submit in six (6) copies to USAID/Brazil, a final report summarizing accomplishments, methods of work used, and recommendations regarding unfinished work and/or program continuation. This report should also be submitted within 45 days after contract completion."

4. Reference APPENDIX C - BUDGET:

Delete in its entirety and substitute the following "Appendix C - Budget" in lieu thereof:

"APPENDIX C - BUDGET

FIRM BUDGET FROM MARCH 31, 1972 TO DECEMBER 31, 1972.

SUMMARY

I. Salaries and Benefits	\$ 78,036
II. Allowances	\$ 8,580
III. Travel, Transportation and Per Diem	\$ 23,496
IV. Other Direct Costs	\$ 3,840
V. Indirect Costs	\$ 29,824
VI. Participant Training	\$ 52,040
TOTAL:	<u>\$ 195,816</u>

DETAILED BUDGETI. Salaries and Benefits

## A. On-Campus

## 1. Professional

a. 4 1/2 months at \$ 1,920	\$ 8,640
b. 4 1/2 months at \$ 1,500	\$ 6,750
2. Non professional - 18 m/months at \$540	\$ 9,720
3. Short-term staff - 6 m/months at \$ 1,800	\$ 10,800

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\$ 35,910

## B. Off-Campus

1. Regular Staff in Brazil - 10 m/mos.  
at \$ 2,210

\$ 22,100

2. Short-term staff in Brazil  
30m/weeks at \$ 455

\$ 13,650

---

\$ 35,750

## C. Benefits

1. Social Security (5.2% x \$ 71,660)

\$ 3,726

2. Workmen's Compensation (2% x \$ 35,750)

\$ 715

3. Unemployment insurance (2.7% x \$ 71,660)

\$ 1,935

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\$ 6,376

Sub-total - Salaries and Benefits

\$ 78,036

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II. Allowances

1. Housing (\$ 6,000 but outside contract)

2. Education - 2 children at \$ 600

\$1,200

3. Storage in Houston

\$ 380

4. Moving and return of Nordstrom family  
to the U.S.

\$7,000

Sub-total - Allowances

---

\$8,580

---

III. Travel, Transportation and Per Diem

## A. International

1. Short-term staff (15 x \$750)

11,250

2. CRUB inspection trip (1 x \$750)

750

3. UH inspection trip (1 x \$750)

750

---

\$ 12,750

## B. Travel in Brazil

1. Regular staff

1,500

2. Surface transportation - short  
term staff

500

3. Short-term air travel in Brazil

800

---

\$ 2,800

---

## C. Per Diem

1. In transit per diem (16 x 4 days x \$6)	\$	384
2. Per diem in U.S. (28 days at \$25)		700
3. Short-term staff in Brazil (210 x \$26)		5,460
4. Regular staff in Brazil (36 x \$26)		936
5. UH inspection trip (14 x \$32 + 3 x \$6)		466

---

7,946

Sub-total travel, transportation and per diem \$23,496

IV. Other Direct Costs

A. Health Insurance	\$	300
B. Out-of-Pocket expenses; immunization, etc.		700
C. Miscellaneous		
1. End-of-tour medical exams - 6 x \$40		240
2. Communications - Houston		1,200
3. Communications - Brazil		600
4. Supplies, xerox, etc.		800

---

Sub-total other direct costs \$ 3,840

---

V. Indirect Costs (Overhead)

A. On-Campus (52.03% x \$ 35,910)	\$	18,684
B. Off-Campus (31.16% x \$ 35,750)		11,140

---

Sub-total overhead \$ 29,824

---

VI. Participant Training

A. High level seminar ( approximately 20 participants for 1 month each)	\$	31,115
B. In service training (approximately 5 participants for 6-10 weeks each)		15,050
C. Extension Master's degree candidates (2)		5,875

---

Sub-total Participant Training \$ 52,040

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Total \$195,816

Less unexpended funds with contractor  
as of 3/31/72 60,000

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\$135,816

Plus estimated amount to cover indirect  
cost differences as a result of  
postdetermined overhead rates

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\$ 8,164

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Total \$144,000"

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5. Add the following "ARTICLE III":

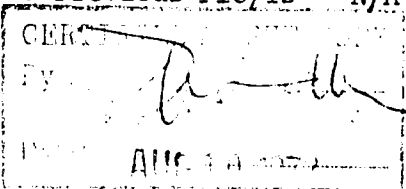
"ARTICLE III - UNIVERSITY OF HOUSTON INSPECTION TRIP

One University representative inspection trip to Brazil is authorized, with USAID/B's prior written approval, to work with the Council of Rectors and the University of Houston professional located in Brazil, on the project's final report."

LETTER OF COMMITMENT

MODIFICATION OF ~~CONTRACT/TASK ORDER~~

Letter of Commitment

1. Amendment N <sup>o</sup>  <p style="text-align: center;">9</p>	2. Effective Date of Amendment  <p style="text-align: center;">July 1, 1968</p>	3. Contract N <sup>o</sup> <p style="text-align: center;">GOB 12-598</p>	<del>XXXXXXXXXXXXXXXXXXXX</del> <del>XXXXXXXXXXXX</del> 4.a. Effective Date of Letter of Commitment <del>XXXXXXXXXXXX</del>
5. CONTRACTOR (Name and Address)  University of Houston Cullen Boulevard Houston, Texas 77004		6. Administered by: July 1, 1968  Legal Staff - Contracts USAID/IGS Rio de Janeiro, GB, Brazil	
7. PIO/T N <sup>o</sup> N/A  Appropriation N <sup>o</sup> N/A AID/W's airgram AIDTO CIRC.A-736 of Allotment Symbol 5/25/72		8. Previous PIO/Ts N/A 	

9. The above numbered ~~Contract/Task Order~~ is hereby modified as follows:  
 Letter of Commitment

- 1. Reference Appendix A - Standard Provisions; Article XVII - INDIRECT COSTS (OVERHEAD) - Add the following new paragraph 6:

10. This amendment is entered into pursuant to the authority of the Foreign Assistance Act of 1961, as amended, and Executive Order No 11223. Except as herein provided, all terms and conditions of the ~~Contract/Task Order~~ <sup>Letter of Commitment</sup> referenced in Block N<sup>o</sup> ~~3/3a~~ remain unchanged and in full force and effect.

11. Contractor is required to sign this document and return 6 copies to issuing office.

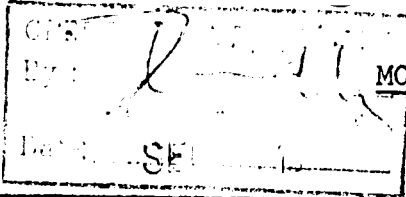
12. CONTRACTOR

By: _____  _____ (Name typed or printed) Title: _____ Date: <u>JUL</u> _____	UNITED STATES OF AMERICA AGENCY FOR INTERNATIONAL DEVELOPMENT  By: _____  DOUGLAS D. ROBERTSON (Name typed or printed) Title: <u>CONTRACTING OFFICER</u> Date: <u>AUG 10 1972</u>
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"6. Notwithstanding the provisions of any other clause of this Letter of Commitment or the Contract between the University of Houston and the Brazilian Council of Rectors, the Contractor will be reimbursed for indirect costs (overhead) allocable to the Contract between the University of Houston and the Brazilian Council of Rectors as follows:

<u>Type</u>	<u>Period</u>	<u>Overhead Rate</u>	
		<u>On-Campus</u>	<u>Off-Campus</u>
Postdetermined (final)	From: 7/1/68 Thru: 8/31/68	42.14	25.25
Postdetermined (final)	From: 9/1/68 Thru: 8/31/69	59.13	33.35
Postdetermined (final)	From: 9/1/69 Thru: 8/31/70	52.03	31.16
Provisional	From: 9/1/70 Thru: 12/31/72	52.03	31.16

Distribution Base: The above rates, for the indicated periods, are applicable to direct salaries and wages including allowances for vacation, holiday and sick leave."



LETTER OF COMMITMENT

MODIFICATION OF ~~CONTRACT/TASK ORDER~~

1. Amendment N <sup>o</sup>  10	2. Effective Date of Amendment  March 31, 1972	3. <del>Contract N<sup>o</sup></del> Letter of Commitment  <del>3/a, Task Order N<sup>o</sup></del> to Contract. GOB 12-598	4. Effective Date of <del>Contract</del> L/C  July 1, 1968  <del>Effective Date of</del> <del>Task Order</del>
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5. CONTRACTOR(Name and Address)  University of Houston Cullen Boulevard Houston, Texas 77004	6. Administered by:  Legal Staff - Contracts USAID/LGS Rio de Janeiro, GB, Brazil
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7. <del>PIO/T N<sup>o</sup></del> Midkiff's memos to LGS of July 12 and 24, 1972.  Appropriation N <sup>o</sup> 72-1121010  Allotment Symbol 295-50-512-00-69-21	8. Previous PIO/Ts  512-263.5-3-80423 512-263.5-3-00090 512-263.5-3-10234 512-263.5-3-20281
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9. The above numbered ~~Contract/Task Order~~ is hereby modified as follows:  
Letter of Commitment

1. Reference "Appendix C - Budget" - add the following "Special Provision" at the end of the "Appendix C - Budget":

"Special Provision:

The limitations as to instructional costs (for three or more) participants

10. This amendment is entered into pursuant to the authority of the Foreign Assistance Act of 1961, as amended, and Executive Order N<sup>o</sup> 11223. Except as herein provided, all terms and conditions of the ~~Contract/Task Order~~ Letter of Commitment referenced in Block N<sup>o</sup> 3/3a. remain unchanged and in full force and effect.

11. Contractor is required to sign this document and return 6 copies to issuing office.

12. CONTRACTOR

UNITED STATES OF AMERICA  
AGENCY FOR INTERNATIONAL DEVELOPMENT

By: \_\_\_\_\_

By: \_\_\_\_\_

(Name typed or printed)

DOUGLAS D. ROBERTSON  
(Name typed or printed)

Title: \_\_\_\_\_

Title: CONTRACTING OFFICER

Date: APR 11 1972

Date: SEP 1 1972

assigned to the same group training programs) established by Section XVIII C (2) of the Standard Provisions, Annex A to the original Letter of Commitment, are hereby waived and the contractor is permitted to incur instructional costs not to exceed \$10,000 for the seminar for rectors and vice-rectors of Brazilian universities to be given at the University of Houston within Fall of 1972, provided the total amount budgeted for Participant training (\$52,040) is not exceeded."



CERTIFIED A TRUE COPY  
 By: \_\_\_\_\_  
 Date: OFF

LETTER OF COMMITMENT  
 MODIFICATION OF ~~CONTRACT/TASK ORDER~~

1. Amendment N°  11	2. Effective Date of Amendment August 4, 1972	3. <del>Contract N°</del> Letter of Commitment to Contract <del>3. a. Task Order n°</del> GOB 12-598	4. Effective Date of <del>Contract</del> Letter of Commitment <del>4. a. Effective Date of Task Order</del>
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5. Contractor (Name and Address)  University of Houston Cullen Boulevard Houston, Texas 77004	6. Administered by:  Legal Staff - Contracts USAID/LGS Rio de Janeiro, GB, Brazil
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7. PIO/T N° 512-263.5-3-20281 (amendment n° 1)  Appropriation N° 72-1121010  Allotment Symbol 295-50-512-00-69-23	8. Previous PIO/Ts 512-263.5-3-80423 512-263.5-3-00090 512-263.5-3-10234
---	---

9. The above numbered ~~Contract/Task Order~~ is hereby modified as follows:  
 Letter of Commitment

1. Reference "Appendix C - Budget - Firm Budget from March 31, 1972 to December 31, 1972" - "Detailed Budget - III - C.Per Diem":

Delete this item in its entirety and substitute the following in lieu thereof;

10. This amendment is entered into pursuant to the authority of the Foreign Assistance Act of 1961, as amended, and Executive Order N° 11223. Except as herein provided, all terms and conditions of the ~~Contract/Task Order~~ <sup>Letter of Commitment</sup> referenced in Block N° 3/3a. remain unchanged and in full force and effect.

11. Contractor is required to sign this document and return 6 copies to issuing office.

12. Contractor  By: _____  _____ (Name typed or printed)  Title: _____  Date: <u>AUG 24 1972</u>	UNITED STATES OF AMERICA AGENCY FOR INTERNATIONAL DEVELOPMENT  By: _____  DOUGLAS D. ROBERTSON (Name typed or printed)  Title: <u>CONTRACTING OFFICER</u>  Date: <u>SEP 1 1972</u>
---	--

"1. In transit per diem (16 x 4 days x \$6)	\$ 384
2. Per Diem in U.S. (28 days at \$25)	700
3. Short-term staff in Brazil (205 x \$26)	5,330
4. Regular staff in Brazil (36 x \$26)	936
5. UH inspection trip (14 x \$32 + 3 x \$6)	466
6. University Administrator per diem in U.S. (5 days at \$25)	125

Adjustment not to change partial sub-total

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\$7,946"

General Information  
on the  
Short-Term Course for Brazilian University Administrators  
Contract  
CRUB - UH - Letter of Commitment  
USAID - UH 12-598

On Sunday, September 17, a group of Brazilian university administrators composed of 18 rectors and 5 vice rectors will arrive at the University of Houston for a three week long short-term course on university administration. Accompanying the group will be Prof. Oscar de Oliveira, Executive Secretary of the Council of Rectors of Brazilian Universities, representatives of the United States Agency for International Development in Brazil, and for part of the course Prof. Heitor Gurgulino de Souza, the Director of the Department of University Affairs of the Brazilian Ministry of Education.

The Short-Term Course is an activity of a contractual arrangement, which began in 1968, between the Council of Rectors and the University of Houston, financed by USAID. A number of other similar courses have been held at the University of Houston under the program; however, this is the second for high level personnel, the first being in 1965. The present program is an outgrowth of previous contracts between the University and USAID. The Center for the Study of Higher Education in Latin America, a component of the Office of International Affairs, administers the program on the part of the University.

The Short-Term Course will include a range of topics related to modern approaches to university administration and some topics concerning innovation in higher education. Also, the Brazilian rectors will have opportunities to present and debate subjects which are of their special concern, as well as personally contact specialized individuals and organizations which share their concern. Besides the substantive aspects of the course, social events are planned as well.

Resource persons for the course will include specialists in university administration at the University of Houston and nearby institutions, as well as from universities in other parts of the United States and Mexico. Representatives of the diplomatic corps of the Brazilian government, the Organization of American States, the Inter-American Development Bank, and USAID headquarters in Washington are invited. Local leaders of the civic, religious, and higher education community are being invited to meet with the rectors.

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The Brazilian administrators come from a wide range of universities in Brazil including large, well established institutions to small, newly founded schools, private and public, church-related and independent. All areas of Brazil from North to South will send rectors to the course. Some of the rectors are leading scholars in their field of study and one is the Auxiliary Bishop of his diocese.

Tentatively, three rectors from Peru and one from Ecuador are scheduled to attend the course.

Additional information may be secured by calling Mrs. Kathy Bradley at 749-3265.

Dr. F. M. Tiller is the Director of the Center for the Study of Higher Education in Latin America (CSHELA).

Dr. William A. Harrell is the Associate Director of CSHELA and the Campus Coordinator for the program with the Council of Rectors.

Dr. Melvin S. Droubay is the Program Associate of the Center.

Prof. Gledson Luiz Coutinho of the Federal University of Minas Gerais will assist in the professional aspects of preparation and operation of the course.

Printed programs for the course will be available on September 11.

July 26, 1972  
University of Houston  
W.A.H.

## PARTICIPANTES

Professor Adierson Erasmo de Azevedo  
Reitor, Universidade Federal Rural de Pernambuco

Professor Padre Aldo Sérgio Lorenzoni  
Vice-Reitor, Universidade Católica de Pelotas

Professor Alexandre Aluizo Valério da Cunha  
Vice-Reitor, Universidade Federal de Pelotas

Professor Benedito José Barreto Fonseca  
Reitor, Universidade Católica de Campinas

Professor Djacir Lima Menezes  
Reitor, Universidade Federal do Rio de Janeiro

Professor Erly Dias Brandão  
Reitor, Universidade Federal de Viçosa

Professor Monsenhor Eugênio de Andrade Veiga  
Reitor, Universidade Católica de Salvador

Professor Farnese Dias Maciel Neto  
Reitor, Universidade Federal de Goiás

Professor Genário Alves da Fonseca  
Reitor, Universidade Federal do Rio Grande do Norte

Professor Hiderval Gomes Leite  
Vice-Reitor, Universidade Federal do Ceará

Professor Humberto Carneiro da Cunha Nóbrega  
Reitor, Universidade Federal da Paraíba

Professor Ivo Wolf  
Reitor, Universidade Federal do Rio Grande do Sul

Professor Jorge Emmanuel Ferreira Barbosa  
Reitor, Universidade Federal Fluminense

Professor João Martins Ribeiro  
Reitor, Universidade Federal de Juiz da Fora

Professor Padre João Oscar Nedel, S.J.  
Reitor, Universidade do Vale do Rio dos Sinos

Professor Dom José Fernandes Veloso, Bispo Auxiliar  
Reitor, Universidade Católica de Petrópolis

Professor José Mariano da Rocha Filho  
Reitor, Universidade Federal de Santa Maria

Professor Cônego José de Ribamar Carvalho  
Reitor, Universidade Federal do Maranhão

Professor Irmão José Otão Stefani  
Reitor, Pontifícia Universidade Católica do Rio Grande do Sul

Professor Luiz Bispo  
Reitor, Universidade Federal de Sergipe

Professor Máximo Borgo Filho  
Reitor, Universidade Federal do Espírito Santo

Professor Nabuco Lopes Tavares da Costa Santos  
Reitor, Universidade Federal de Alagoas

Professor Orlando Marques de Paiva  
Vice-Reitor, Universidade de São Paulo

Professor Padre Ormino Viveiros de Castro, S.J.  
Reitor, Pontifícia Universidade Católica do Rio de Janeiro

Professor Rômulo Maciel  
Vice-Reitor, Universidade Federal de Pernambuco



CONVIDADOS ESPECIAIS

Professor Heitor Gurgulino de Souza  
Diretor do Departamento de Assuntos Universitários  
Ministerio de Educação e Cultura

Professor Oscar de Oliveira  
Secretário Executivo do Conselho de Reitores das Universidades  
Brasileiras

Dr. Harold Midkiff  
Divisão de Recursos Humanos  
USAID - Brasil

512-11-680-263,5

GOB 12-663

C O N T R A C T

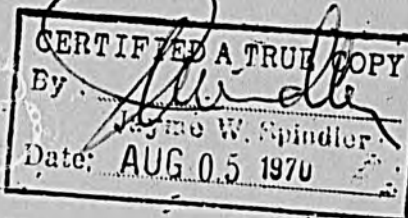
between the

BRAZILIAN COUNCIL OF RECTORS

and

DR. ADRIAN RONDILEAU

PIO/T 512-263.5-3-00431



THIS CONTRACT, entered into the 1st day of August, 1970, between the Council of Rectors of Brazilian Universities and Dr. Adrian Rondileau, U.S. citizen, whose address is Bridgewater State College, Bridgewater, Massachusetts.

WITNESSETH THAT:

WHEREAS, provision was made in the University Administration Improvement and Reform Project Agreement signed February 11, 1970 by the Minister of Education of Brazil, the Council of Rectors of Brazilian Universities, the Secretariat for International Economic and Technical Cooperation (SUBIN) and the United States Agency for International Development in Brazil (USAID/Brazil) for an evaluation of the said Project through which technical assistance financed by USAID/Brazil is furnished to Brazilian Universities through the Council of Rectors; and

WHEREAS, the Council of Rectors desires to secure the work and services of the Contractor to determine strengths and weakness of the project, its effectiveness, and obtain guidelines and recommendations which may be used in preparing the work plans of the Project for 1971 and 1972; and

WHEREAS, the Contractor represents that he is qualified to perform this evaluation in conjunction with another Contractor; and

WHEREAS, this negotiated contract is authorized by and executed under the authority of the U.S. Foreign Assistance Act of 1961, as

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amended, and Executive Order of U.S. Government 11223;

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I - STATEMENT OF WORK

The Contractor shall perform the following specific duties:

1. Determine the extent to which the University Administration Improvement and Reform Project has been effective in contributing to organizational and structural reforms in at least three universities which have received the most assistance under the project.
2. Determine the extent to which at least two other universities receiving only limited assistance have become acquainted with modern administrative principles and practices and report on their plans to implant modern administrative procedures.
3. Review with the Council of Rectors its ability to provide assistance in the field of university administration.
4. Review the reports prepared by the short-term consultants provided by the University of Houston to determine:
  - a) the subjects or areas covered by the consultants;
  - b) the nature of the problems encountered;
  - c) the accomplishments cited in the reports; and
  - d) the recommendations made by the consultants.
5. In visiting the universities and conducting interviews with administrators in charge of such areas as academic administration, registration, financial management, campus planning and maintenance, etc., determine:
  - a) the extent to which consultants have influenced administrative improvements and reform;
  - b) the quality and effectiveness of the consultants;



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- c) the reasons their recommendations may not have been instituted;
  - d) the need for additional consultant services;
  - e) the extent to which seminars, courses and lectures sponsored by the program in Brazil have influenced university administrators in adopting modern practices and procedures;
  - f) the quality and effectiveness of the training programs sponsored both in Brazil and the United States;
  - g) the types of training university officials would recommend to accelerate reforms; and
  - h) the usefulness of the administrative manuals and other materials furnished by the consultants, the University of Houston and the Council of Rectors.
6. Conduct interviews to assess the extent to which technical assistance provided by the University of Houston has aided the Council of Rectors in providing assistance to universities.
  7. Make recommendations as to the manner in which the project can best help the Council serve institutions of higher learning in Brazil.
  8. Submit to the Council of Rectors and USAID/Brazil five copies each in English of preliminary findings and recommendations before departure from Brazil and five copies to each, of the final report within three weeks after the completion of the evaluation.
  9. The Contractor will be based in the City of Rio de Janeiro, but expected to travel to four or five additional university centers within Brazil.

ARTICLE III - PAYMENT IN U.S. DOLLARS

- A. In keeping with the terms of the Project Agreement referred to in the preamble, USAID/B will pay to the Contractor \$100 (one hundred dollars) .....

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per day for each day work is performed in Brazil under this contract, not to exceed 38 days and per diem at USAID/B established rates not to exceed 45 days.

- B. Local Travel - Travel within Brazil will be paid by USAID/Brazil up to the amount of \$500.00.
- C. International Travel - Travel from Bridgewater, Massachusetts, to Brazil and return to Bridgewater, Massachusetts, will be paid by USAID/B up to the amount of \$750.00.
- D. Per Diem - Per diem, in accordance with USAID/B established rates will be paid by USAID/B in an amount not to exceed \$1,100.00.
- E. Other Costs - Other costs (communications, passport, medical examinations, etc.) will be reimbursed up to a total of \$300.00.
- F. Logistic Support - The Contractor shall be provided with office space and equipment by the Brazilian Council of Rectors. Interpreter services will be provided by USAID/Brazil/Human Resources Office staff.
- G. Maximum Obligation - The maximum obligation under this contract for all payments and reimbursements is \$6,450.00.

#### ARTICLE III - METHOD OF PAYMENT

The Brazilian Council of Rectors, through USAID/B, will pay the U.S. Dollar cost of this contract directly to the Contractor upon submission of the documentation required in Paragraph 15 of Article IV below.

#### ARTICLE IV - SPECIAL AND GENERAL PROVISIONS

1. The parties hereto agree to be bound by the special and general provisions set forth herein next below.
2. Time for Completion

All work required hereunder shall be completed in not more



than 1 1/2 months after the date first above written unless an extension of time is granted in advance of expiration of this time in writing by the Executive Secretary of Council of Rectors.

3. Modification or Amendment

No modifications or amendments shall be made to this contract except as provided in the "Changes" clause (see clause 4 below) and/or as may be mutually agreed upon in writing by the Contractor and the Executive Secretary of Council of Rectors.

4. Changes

The Council of Rectors may at any time, by a written order, and without notice to the sureties, if any, make changes, within the general scope of this contract, in any one or more of the following: (i) statement of work or services, (ii) place of delivery, or acceptance, and (iii) the amount of logistic support and property of the U.S. or Brazilian Government to be furnished or made available to the Contractor for performance of this contract. If any such change causes an increase or decrease in the cost of, or the time required for performance of this contract, or otherwise affects any other provision of this contract, whether changed or not changed by any such order, an equitable adjustment shall be made (i) in the amount of the fixed dollar price to be paid to the Contractor, or the time for completion, or both and (ii) in such other provisions of the contract as may be so affected, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within sixty (60) days from the date of receipt by the Contractor of the notification of change: Provided, however, that the Executive Secretary of the Council of Rectors, if he decides that there are special facts justifying such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.



5. Accounts, Records and Inspection

The Contractor shall maintain accounts showing and supporting all vouchers submitted for payment under this contract. The system of accounts employed by the Contractor shall be satisfactory to the Council of Rectors and USAID and in accordance with generally accepted accounting principles. All books of account and records relating to this contract shall be subject to inspection and audit by the Council of Rectors and USAID/B or any of its duly authorized representatives at all reasonable times, and the Contractor shall afford the Council of Rectors and USAID/B proper facilities for such inspection and audit. Contractor agrees to permit authorized representatives of the Council of Rectors and USAID/B, at all reasonable times, to inspect the facilities, activities and work pertinent to the contract, either in Brazil or United States, and to interview field staff members engaged in the performance of the contract to the extent deemed necessary by the Council of Rectors or USAID/B. The Contractor further agrees to require the inclusion of provisions similar to those above in all subcontracts hereunder.

6. Examination of Records

- (a) The Contractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.
- (b) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (i) purchase orders not exceeding

\$2,500 and (ii) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

7. Reports and Information

All information gathered under this contract by Contractor and all reports and recommendations hereunder shall be treated as confidential by the Contractor and shall not, without the Council of Rectors' or USAID/B's written approval, be made available to any person, party or government other than the Council of Rectors and USAID/B, except as otherwise expressly provided in the contract.

8. 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 Council of Rectors and USAID/B, who shall reduce their decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Council of Rectors and USAID/B 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 Council of Rectors and USAID/B a written appeal. The decision of the Council of Rectors and USAID/B Administrator or their duly authorized representative for the determination of such appeals, shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this contract as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged: Provided however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor



shall proceed diligently with the performance of the contract and in accordance with the decision of the Executive Secretary of the Council of Rectors and USAID/B.

(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.

9. Notices

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

- To Council of Rectors: Conselho de Reitores das )  
Universidades Brasileiras ) International  
Av. Borges de Medeiros 2455 ) Air Mail  
Rio de Janeiro, GB )
- CONRETTORES ) Cable  
Rio de Janeiro, GB ) Address

To Contractor: At Contractor's address shown in the opening paragraph 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 when delivered.

10. 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

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securing business. For breach or violation of this warranty, the Council of Rectors and USAID shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

11. Officials not to Benefit

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

12. Gratuities

- (a) The Council of Rectors and USAID/B may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found, after notice and hearing that gratuities (in the form of gifts, entertainment, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the U.S. Government with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract; Provided, that the existence of the facts upon which the Council of Rectors and USAID/B, or their duly authorized representatives make such findings shall be in issue and may be reviewed in any competent court.
- (b) In the event this contract is terminated as provided in paragraph (a) hereof, the Council of Rectors and USAID/B shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the Council of Rectors and USAID/B provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
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13. Termination

This contract may be terminated by the Executive Secretary of the Council of Rectors and USAID/B:

- (a) For cause, by giving a written notice and statement of reasons to the Contractor in the event (i) he commits a breach or violation of any of his obligations herein contained; (ii) a fraud was committed in obtaining this contract; or (iii) he is guilty (as determined by the Council of Rectors and USAID/B) of misconduct in Brazil. Upon such a termination, Contractor's right to compensation shall cease as of the date the notice is delivered to him or the last day on which he performs services hereunder, whichever is earlier. No costs of any kind incurred by contract after the date such notice is delivered to him shall be reimbursed hereunder except as provided in (d) below. If any costs relating to the period subsequent to such date have been prepaid by the Council of Rectors, Contractor shall promptly refund to the Council of Rectors any such repayment as directed by the Council of Rectors.
- (b) For the convenience of the Council of Rectors and USAID/B, by giving not less than thirty (30) calendar days advance notice to the Contractor. Upon such a termination, Contractor's right to compensation shall cease when the period specified in such notice expires.
- (c) For the convenience of the Council of Rectors and USAID/B, this contract shall be deemed terminated upon delivery to the Contractor of a written determination by the Council of Rectors and USAID/B after certification by a duly qualified Doctor of Medicine approved by the Council of Rectors as to the nature of Contractor's sickness or physical incapacity, that by reason of such sickness or physical incapacity the Contractor will be unable to complete performance of his services hereunder in a timely fashion. During any period of the Contractor's sickness or incapacity and before termination for such cause the Contractor shall be entitled to allowances and reimbursement of costs otherwise payable under this contract but not to compensation except: (i) to the extent of his earned vacation and unused sick leave;



and (ii) for pro-rata compensation for such services as he may render during the period of sickness or incapacity.

- (d) Any Contractor whose contract is terminated for any reasons noted above, shall be entitled to return travel for himself and dependents and transportation of personal property as well as per diem allowance and compensation during such travel at the rate specified in this contract and subject to the limitations which apply to authorized travel status.

#### 14. Force Majeure

- (a) Definition - Force Majeure means unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy; acts of the U.S. or Cooperating Government in either their sovereign or contractual capacity; acts of another Contractor in the performance of a contract with the said Governments, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes.
- (b) Fixed Price Adjustment for Force Majeure Time - In the event a force majeure occurs which wholly prevents Contractor from performance of the contract work in the Cooperating Country continuously over a period in excess of fifteen (15) consecutive days and the required notice of the occurrence of force majeure as provided in clause 13 (c) has been given by Contractor, the Contracting Officer shall negotiate in good faith for an adjustment of the fixed dollar price, provided that the Contractor shall, within ninety (90) days after the discontinuance of the force majeure, file a written claim with the Executive Secretary of Council of Rectors or give notice to the Executive Secretary of Council of Rectors of its intention to claim an adjustment of the fixed dollar price and the bases therefor. If Contractor fails to file such claim or give the required notice within the time specified, it shall be deemed to have waived its right to any fixed dollar price adjustment with respect to such force

majeure. Failure to agree on an equitable adjustment under this clause shall be deemed to be a dispute within the meaning of the clause entitled "Disputes".

- (c) Tours of Duty Extended by Force Majeure - In the event a force majeure occurs which prevents any of the staff members from performing their assigned or required duties in the Cooperating Country continuously over a period of and for more than fifteen (15) consecutive days, their required periods of service in the Cooperating Country shall for all purposes under the contract be automatically extended for a period equal to all such continuous force majeure time but not to exceed ninety (90) days, except in the event of termination effected by the Council of Rectors and USAID/B or when their services or particular job classifications are not needed during such extended period. Contractor's agreements with its team members shall include a provision for this automatic extension of their periods of service."

#### 15. Documentation for Payments

Claim for payment of amounts due under the contract must be submitted to the Controller, USAID, thru the Council of Rectors and accompanied by the documents specified in this clause as appropriate and/or such other supporting documents and justifications as the Contracting Officer shall prescribe. Each such document must be identified by the appropriate contract number.

- (a) Voucher, SF-1034, executed in original and three (3) copies.
- (b) Contractor's invoice, in original and one (1) copy indicating the amount claimed and the paragraph of the contract under which payment is to be made.

#### 16. Indemnification

The Contractor agrees to indemnify, hold and save harmless, and defend at the Contractor's expense, the Government, its

officers, agents, servants, and employees from and against all suits for libel and all claims, demands, suits and liability of any nature or kind, including cost and expenses, arising out of facts done by the Contractor or its employees, including the use or violation of any copyrighted material or literary property, or patented invention, article or appliance, in the performance of this contract.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year first hereinabove written which is the date of signing by the last signatory hereto.

BRAZILIAN COUNCIL OF RECTORS

By: *Waldemar*

Title \_\_\_\_\_

Date AUG 03 1970

ADRIAN RONDELEAU (Contractor)

By: *Adrian Rondeleau*

Title University Administrator

Date AUG 03 1970

Witness as to signature of Contractor

*Herold W. Steiff*



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COB 12-643

## AMENDMENT No. 1

to

Contract

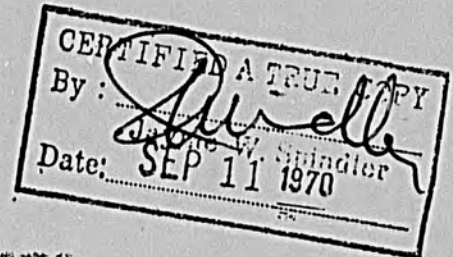
between the

**BRAZILIAN COUNCIL OF RECTORS**

and

**DR. ADRIAN RONDILLEAU**

**PIO/T 512-263.5-00431**



WHEREAS, a contract signed between the Brazilian Council of Rectors and Dr. Adrian Rondileau entered into effect on August 1, 1970;

WHEREAS, it is the desire of the parties to make mutually agreed changes;

NOW THEREFORE, the parties hereto agreed to amend this contract effective on August 11, 1970 as follows:

1. Reference ARTICLE II - PAYMENT IN U.S. DOLLARS:

- A. Top of page 4 - 2nd line: Delete "36 days" and substitute "35 days" in lieu thereof.  
- 3rd line: Delete "45 days" and substitute "43 days" in lieu thereof.
- B. Local Travel: Delete the amount of "\$500.00" and substitute "\$650.00" in lieu thereof.
- D. Per Diem: Delete the amount of "\$1,100.00" and substitute "\$1,200.00" in lieu thereof.
- C. Maximum Obligation: Delete the amount of "\$6,430.00"

and substitute "\$6,500.00" in lieu thereof.

Except as herein provided, all terms and conditions of subject contract remain unchanged and in full force and effect.

BRAZILIAN COUNCIL OF RECTORS

DR. ADELIA RONDILEAU (CONTRACTOR)

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: University Administrator

Date: SEP 11 1970

Date: SEP 11 1970

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