CONTRACT

BETWEEN

THE UNITED STATES OF AMERICA

AND

COLORADO STATE UNIVERSITY RESEARCH FOUNDATION

PI0/T 899-99-114-3-19010

This Contract is made and entered into between the Government of the United States of America, represented by the International Cooperation Administration (hereinafter referred to as "ICA") having its principal offices in Washington, D.C., and Colorado State University Research Foundation (hereinafter referred to as "Contractor"), an educational institution chartered by the State of Colorado with its principal office in Fort Collins, Colorado.

WHEREAS, the Mutual Security Act of 1960 provides for a study of the advisability and practicability of a program to be known as the Point Four Youth Corps; and

WHEREAS, the Contractor is willing and able to undertake such a study;

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

ARTICLE I

SCOPE OF WORK

A. Contractor shall conduct a study of, and prepare a report with recommendations on, the advisability and practicability of a program to be known as the POINT FOUR YOUTH CORPS (hereinafter referred to as the "Corps"),
under which young United States citizens would be trained and serve abroad in programs of technical cooperation, as provided for in Section 307(b) of the Mutual Security Act of 1960.

B. The study and report shall cover without limitation the following points:

1. The types of projects in which members of the Corps might be used and how such projects should be carried out.

2. The manner in which interested private American organizations might cooperate in these projects.

3. The relationship, if any, which should exist between service in the Corps and service in the armed forces of the United States.

4. The optimum size of the Corps and the manner of its administration.

5. Personnel regulations, selection methods and criteria, and methods of orientation and training for the Corps.

6. How the Corps could most usefully supplement existing programs of technical cooperation.

Contractor may, as appropriate, make recommendations for further studies and investigations which would be required to fully develop the type of program which it recommends.

C. 1. Recommendations will be developed by Contractor and will of necessity be based upon analysis and evaluation of existing literature and other sources readily available to Contractor and its staff. Contractor shall, in the presentation of such recommendations in its report include such supporting data and other materials as may be appropriate to substantiate the recommendations advanced.
2. ICA and Contractor recognize that the funds to be made available by ICA hereunder are not sufficient to reimburse the costs of a study of the breadth and depth required. Contractor agrees, to the fullest possible extent, to contribute its facilities, resources, staff time and funds to the accomplishment of the objectives of this Contract and to use its best efforts to secure similar contributions from other organizations and individuals. Contractor shall also utilize available opportunities to obtain written and oral guidance from individuals and institutions who have contributions to make in respect to this proposal, particularly where such contributions may be obtained at little or no cost.

D. Contractor agrees to consult with the ICA liaison officers in developing plans to utilize appropriate persons overseas in two or three countries to perform such check outs and interviews as can be accomplished within available funds. Decisions will be made mutually by Contractor and the ICA liaison officers on the extent to which particular field inquiries might usefully be made by regular ICA overseas personnel to obtain information vital to the development of the study.

E. Contractor, in consultation with the ICA liaison officers, will establish a small advisory committee of well-known private citizens for purposes of consultation and general guidance in preparation of this study.

F. Contractor shall be guided by the expressions of legislative intent set forth in House Report #1464, 86th Congress, 2nd Session and Senate Report #1286, 86 Congress, 2nd Session. Contractor shall also give consideration to the "Tentative Guidance Outline for Study of Point Four Youth Corps", 

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issued by the Deputy Director for Management of ICA on September 12, 1960 as well as other expressions of legislative intent and public statements which the Contractor deems pertinent.

G. Contractor will submit 25 copies of a draft report to ICA early in March 1961 and shall deliver to ICA two hundred mimeographed copies of a final report no later than May 1, 1961. Contractor shall preserve for at least two years after submission of the final report such important basic data drawn upon in the course of the study as it feels necessary to illustrate or substantiate the conclusions and recommendations advanced in the final report.

ARTICLE II

CONDITIONS GOVERNING OPERATIONS

A. Inasmuch as the subject study is one in which the collaboration of interested individuals and organizations will be solicited, no restriction will be placed upon Contractor regarding the submission of drafts, monographs or sections of the report to such individuals or organizations for prior to the release of the final report, criticism and review. However, the provisions of Paragraph P. Appendix A will apply to the final report; the Contractor will consult with officers of ICA in respect to persons and organizations to which final report may be made available.

B. It is the intent of ICA to abstain from attempting to influence the findings and recommendations contained in either the preliminary or final report.

C. No individual shall be sent overseas by Contractor without prior written approval of ICA.
ARTICLE III

METHOD OF PAYMENT

A. In consideration of the services to be performed by the Contractor as specified in this Contract, ICA will pay the Contractor a lump sum of $10,000 which the Contractor agrees to accept as the maximum amount which can legally be paid to him by ICA for the services performed in the preparation of the study. Payment of the lump sum of $10,000 shall be made in accordance with Sections B and C of this Article.

B. ICA will make an initial payment of $5,000 to the Contractor upon Contractor's submittal to the Controller of ICA of Voucher Form SF-1034 (original) and SF-1034(a) (three copies), properly executed, requesting payment of the above amount.

C. ICA will pay the Contractor the $5,000 remainder of the lump sum after delivery of the final report and its acceptance by ICA, upon Contractor's submittal to the Controller of ICA of the following:

1. Voucher Form SF-1034 (original) and SF-1034(a) (three copies), properly executed, requesting payment of the above amount, and

2. Project Managers Certificate, Form ICA-13-56, in original and three copies, executed by the ICA Project Manager assigned to this Contract.

The voucher for payment shall be submitted not later than 120 days after the expiration or termination date of this Contract.

ARTICLE IV

EFFECTIVE DATE, DURATION AND TERMINATION

A. Effective Date

This Contract shall be effective on the date of the last signature hereto.
B. Duration

This Contract shall continue in force until May 15, 1961 unless sooner terminated in accordance with Section C next below.

C. Termination

ICA may terminate this Contract in whole or in part at any time upon 30 days' written notice to the Contractor. After receipt of such notice, Contractor shall transfer title and deliver to ICA, as directed by ICA, any completed portions of the report and any drafts and supporting data produced as a part of or acquired in connection with the performance of this Contract. Contractor and ICA shall attempt to reach agreement upon the whole or any part of the amount to be paid to Contractor by reason of the total or partial termination of work pursuant to this clause; provided that such agreed amount shall not exceed the total Contract price as reduced by the amount of payments otherwise made. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of Paragraph N of Appendix A.

ARTICLE V

Appendix A, revised August 1, 1959, attached hereto, is incorporated and made a part hereof except for Paragraphs A, C, K, P, Q, R, and S.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year last specified below.

COLORADO STATE UNIVERSITY
RESEARCH FOUNDATION

BY ______________________________
Maurice L. Albertson
TITLE Director
DATE November 30, 1960

INTERNATIONAL COOPERATION ADMINISTRATION

BY ______________________________
/s/ Francis B. Appelbee
Chief, Institutional Contracts Division
Office of Contract Relations
DATE Nov. 25, 1960
APPENDIX A

Technical Service Contract

Between

ICA and Contractor

Except as otherwise provided in the contract, the following provisions are part of the contract.

A. Payment to Contractor. Payment will be made by ICA to the Contractor monthly, or at other agreed upon intervals, upon submission to the Office of the Controller, International Cooperation Administration, Washington 25, D. C., of:

1. Voucher, SF - 1034, executed in original and three copies;

2. Suppliers Certificate, ICA form 280 executed in triplicate; and

3. Contractor's detailed invoice in original and two copies indicating the paragraph and sub-head of the contract under which reimbursement is to be made, supported when applicable by:

(a) For salaries: the employee's name, actual days worked, rate of pay and amount claimed.

(b) For transportation costs and travel allowances: a statement of the itinerary with attached carrier's receipt. Travel allowance should be shown separately.

(c) For other costs, such as equipment, insurance and miscellaneous out-of-pocket expenses: receipted vendors' invoices, appropriately detailed as to quantity, description and price. For individual transactions involving less than $100 each, Contractor may furnish, in lieu of such receipted vendors' invoices, a detailed itemization of the vendor's invoices with payment indicated by the contractor's check number.

The invoice shall also indicate: (1) the total estimated dollar cost of services and fees under the contract; (2) the total dollar amount previously received and/or claimed as partial payments, detailed by amounts and dates; (3) the dollar amount invoiced; (4) total estimated dollar cost of services and fees not yet invoiced. In addition, attached to or endorsed on the invoice, shall be one copy of a Works Progress Certificate signed by the Contractor in the following form:
"The undersigned certifies that the cost of services reimbursable to the Contractor and the amount of fee earned by the Contractor up to the date of this certificate are not less than the total payments received or claimed by the Contractor under the contract (including the payment claimed under the invoice), and that the Contractor has fully complied with the terms and conditions of the contract".

The final voucher for reimbursement, to be clearly labelled "Final Voucher", must be submitted within 120 days after the expiration or termination date of the contract.

B. Books and Records. Contractor shall keep full and complete records and books of account in accordance with generally accepted accounting principles covering the financial details applicable to this contract and shall require all subcontractors to maintain similar books and records; ICA, and 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 at all reasonable times to examine and audit such records and books of account (and in addition any or all other attachments, correspondence, memoranda and other records pertaining to this contract) of the Contractor involving transactions relating to this contract.

C. Inspection. Contractor agrees to permit authorized representatives of ICA at all reasonable times to inspect the facilities, activities and work pertinent to the contract, either in the United States or abroad, and to interview personnel engaged in the performance of the contract to the extent deemed necessary by ICA.

D. Assignment. The Contractor shall not assign, transfer, pledge or make other disposition of this contract or any part thereof, or of any rights, claims or obligations of the Contractor hereunder except with the prior written consent of ICA and, then, only in accordance with the Assignment of Claims Act of 1940, as amended (31 U. S. C. 203; 41 U. S. C. 15).

E. Subcontracts. Except as authorized in writing by ICA, the Contractor shall not subcontract any part of the work under this contract. Contractor shall insert in each subcontract, except subcontracts for standard commercial supplies and raw materials, provisions conferring on ICA the rights specified in, or setting forth the subcontractor's warranty, covenant or undertaking as stated in paragraphs B, C, F, G, H, I, M, P and R of this Appendix A.
F. Covenant against Contingent Fees. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, ICA 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.

G. Compliance with Foreign Law. To the extent Contractor is required to perform services under this contract in a country receiving assistance from ICA, Contractor shall comply with all applicable laws, rules and regulations of such country, including states municipalities and other governmental units thereof.

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

I. Nondiscrimination. In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates or pay, or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the Contracting officer setting forth the provisions of the nondiscrimination clause.

The Contractor further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

J. Modification or Amendment. No changes, modifications or amendments shall be made to this contract, except as may be mutually agreed upon in writing by authorized representatives of the parties hereto.

K. Termination. ICA may terminate this contract in whole or in part at any time upon 30 days' written notice to the Contractor. In the event of such termination, the Contractor shall be reimbursed for all expenditures made and obligations incurred in accordance with the provisions of this contract up to the effective date of termination; provided that Contractor shall minimize, to the maximum possible extent, expenditures and obligations after receipt of any such notice and cancel obligations where possible.
L. Definitions. The term "ICA" shall mean the International Cooperation Administration of the United States Government or the Director thereof, or its or his successor or any duly authorized representative or representatives of the agency or Director or such successor.

M. Employment Practices. The Contractor shall, in the performance of its obligations hereunder, comply with all applicable Federal and states' laws, rules and regulations which deal with or relate to the employment by the Contractor of the employees necessary for such performance.

N. Disputes. 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 Director, Office of Contract Relations, ICA, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Director, Office of Contract Relations 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 Director, Office of Contract Relations a written appeal addressed to the Director, International Cooperation Administration. The decision of the Director, International Cooperation Administration or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the Director, Office of Contract Relations.

2. This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph 1 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.

O. Notice. All notices required under this contract shall be sufficient only if in writing and sent by telegraph or cable or mail to the address of each of the parties hereto appearing in the first paragraph of this contract, or such other address as either party may specify in writing. Notices hereunder shall be effective when received.

P. 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 ICA's consent, be made available to any person, party or government other than ICA, except as otherwise expressly provided in the contract.
Q. Indemnification. The Contractor agrees that it shall indemnify, hold and save harmless and defend at its own expense ICA, 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 costs and expenses, arising out of acts 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, including their use by the United States Government or any department, agency, bureau, or establishment thereof.

R. Personnel. (1) Contractor agrees within 30 days after the execution hereof to furnish to ICA the name and necessary identifying information with respect to the officers (if Contractor is a corporation), or the principals (if Contractor is a partnership), or the individual (if Contractor is a sole trader), and, if requested by ICA, to submit biographical information on any of the individuals now or hereafter employed in the performance of this contract; provided that in respect of personnel to be sent overseas for work on this contract, Contractor shall obtain prior approval from ICA as to security. Contractor further agrees, at the written request of ICA to terminate the employment on this contract of any individual or individuals if ICA is of the opinion that, for security or other reasons, such termination is required.

(2) Before personnel are employed for or assigned to work on this contract, the Contractor shall submit to ICA such information regarding past earnings of such personnel as may reasonably be requested by ICA and shall obtain ICA approval of salary and time charges in respect of such personnel.

S. Warranty as to Not Hiring ICA Employees

The Contractor warrants that since the start of negotiations for this Contract or receipt by it of an invitation to submit a proposal, whichever occurred first, the Contractor has not discussed employment with, offered employment to nor agreed to employ any employee of the ICA having responsibilities in connection with selection of contractors, letting or approving contracts or in the performance of contracts. The Contractor further warrants that during performance and as long as this Contract is in effect, it will not, except with advance written approval of the Deputy Director for Management of ICA, discuss employment with, offer employment to nor agree to employ any person who is an employee of the ICA having responsibilities in connection with selection of contractors, letting or approving contracts or in the performance of contracts. The Contractor agrees to report to ICA any solicitation of employment by any employee of ICA during the period of the contract. For breach or violation of this warranty, ICA shall have the right to annul this Contract or cancel its financing thereof without liability and may debar the Contractor from further participation in ICA-financed contracts for a period of up to three years.
Via Airmail

December 2, 1960

Dr. Maurice L. Albertson
Director
Research Foundation
Colorado State University
Fort Collins, Colorado

Dear Dr. Albertson:

I have been informed that Contract ICA E-1805 has recently been signed by our Contract Office and by you for Colorado State University. This contract concerns a study of the 'Point Four Youth Corps Program as authorized by Section 307(b) of the Mutual Security Act of 1960.

Article I, paragraphs D and E, provide for ICA Liaison Officers to consult with the contractor on particular matters concerned with the study. This is to inform you that Mr. Glenn B. McClelland and Dr. Karl F. Bode have been designated by this Agency to serve as Liaison Officers under the terms of this contract.

Sincerely yours,

Edward F. Tennant
Acting Deputy Director for Management