

and his/her authorized dependents while performing personal services abroad. Coverage shall be obtained pursuant to the terms of the contract between USAID and USAID's medevac service provider unless exempted in accordance with paragraph (b).

(b) The following are exempted from the requirements in paragraph (a):

(1) Contractors and their dependents with a health insurance program that includes sufficient medevac coverage as approved by the Contracting Officer.

(2) Contractors and their dependents located at Missions where the Mission Director makes a written determination to waive the requirement for such coverage based on findings that the quality of local medical services or other circumstances obviate the need for such coverage.

(c) Information on the current medevac service provider, including application procedures, is available from the Contracting Officer.

26. Governing Law (Nov 1996)

This contract is established under the procurement authorities of the United States Government and shall be interpreted in accordance with the body of Federal Procurement Law in the United States. This contract is a complete statement of the duties, compensation, benefits, leave, notice, termination, and the like; therefore, the laws of the country of performance with respect to labor and contract matters shall not apply to either the carrying out of the obligations of the parties or to the interpretation of this agreement.

13. FAR Clauses to be Incorporated in Full Text in Personal Services Contracts.

The following FAR Clauses are always to be used along with the General Provisions. They are required in full text.

1. Covenant Against Contingent Fees 52.203-5
2. Electronic Funds Transfer Payment Methods 52.232-28
3. Disputes 52.233-1 (Alternate 1)
4. Preference for U.S. Flag Air Carriers 52.247-63

14. FAR Clauses to be Incorporated by Reference in Personal Services Contracts

The following FAR Clauses are to be used along with the General Provisions, and when appropriate, be incorporated in each personal services contract by reference:

1. Anti-Kickback Procedures 52.203-7
2. Limitation on Payments to Influence Certain Federal Transactions 52.203-12
3. Audit and Records—Negotiation 52.215-2
4. Privacy Act Notification 52.224-1
5. Privacy Act 52.224-2
6. Taxes—Foreign Cost Reimbursement Contracts 52.229-8
7. Interest 52.232-17
8. Limitation of Cost 52.232-20

9. Limitation of Funds 52.232-22
10. Assignment of Claims 52.232-23
11. Protection of Government Buildings, Equipment, and Vegetation 52.237-2
12. Notice of Intent to Disallow Costs 52.242-1
13. Inspection 52.246-5
14. Limitation of Liability—Services 52.246-25

[62 FR 39453, July 23, 1997, as amended at 64 FR 42040, Aug. 3, 1999]

APPENDIX E TO CHAPTER 7 [RESERVED]

APPENDIX F TO CHAPTER 7—USE OF COLLABORATIVE ASSISTANCE METHOD FOR TITLE XII ACTIVITIES

1. Introduction

This appendix provides a detailed description of the collaborative assistance method of contracting. This is a specialized contracting system which may be used for contracting with educational institutions eligible under, and for activities authorized under, Title XII of the Foreign Assistance Act of 1961, as amended, under the circumstances described in AIDAR 715.613-71.

2. Purpose

The collaborative assistance system is designed to:

- (a) Increase the joint implementation authority and responsibility of the contractor and the LDC;
- (b) Encourage more effective collaboration between all participating parties (USAID, host country, and contractor) at important stages, including the design stage of a technical assistance project.

3. Policy

The collaborative assistance approach represents an alternative method for long-term technical assistance which involves professional collaboration with eligible Title XII institutions and LDC counterparts for a problem-solving type activity to develop new institutional forms and capabilities, to devise operating systems and policies, and to conduct joint research and development—including training. In such an activity, the difficulty in defining, in advance, precise and objectively verifiable contractor inputs and long-term project content as a basis for payment usually requires a flexible approach to project design, contracting, and project implementation. Such flexibility is also essential to the collaborative style which is responsive to LDC desires in problem areas of great complexity and varying uncertainty. Other types of technical assistance, which are usually shorter in term are amenable to