Agency for International Development

752.7031 Payments during evacuation. (a) The contractor will provide the authority for efficient, orderly, and equitable procedure for the payment of compensation, post differential and allowances in the event of an emergency evacuation of employees or their dependents, or both, from duty stations for military or other reasons or because of imminent danger to their lives. If evacuation has been authorized by the Mission Director the contractor will be reimbursed for payments made to employees and authorized dependents evacuated from their post of assignment in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 600, and the Federal Travel Regulations, as from time to time amended.

(b) Privileges such as the use of APO, PX’s, commissaries, and officer’s clubs are established at posts abroad pursuant to agreements between the U.S. and Cooperating Governments. These facilities are intended for and usually limited to members of the official U.S. establishment including the Embassy, USAID Mission, U.S. Information Service, and the Military. Normally, the agreements do not permit these facilities to be made available to nonofficial Americans.

752.7032 Post privileges. For use in all USAID non-commercial contracts involving performance overseas.

(a) Routine health room services may be available, subject to post policy, to U.S. citizen contractors and their authorized dependents (regardless of citizenship) at the post of duty. These services do not include hospitalization, or predeparuture or end of tour medical examinations. The services normally include such medications as may be available, immunizations and preventive health measures, diagnostic examinations and advice, and home visits as medically indicated. Emergency medical treatment is provided to U.S. citizen employees and dependents, whether or not they may have been granted access to routine health room services, on the same basis as it would be to any U.S. citizen in an emergency medical situation in the country.

(b) Privileges such as the use of APO, PX’s, commissaries, and officer’s clubs are established at posts abroad pursuant to agreements between the U.S. and Cooperating Governments. These facilities are intended for and usually limited to members of the official U.S. establishment including the Embassy, USAID Mission, U.S. Information Service, and the Military. Normally, the agreements do not permit these facilities to be made available to nonofficial Americans.

752.7033 Leave and holidays. For use in all USAID cost-reimbursement contracts with educational institutions involving performance overseas.

(a) Vacation leave. (1) The Contractor may grant to its employees working under this contract vacations of reasonable duration in accordance with the Contractor’s practice for its employees, but in no event shall such vacation leave be earned at a rate exceeding 26 work days per annum. Reimbursement for vacation leave is limited to the amount earned by employees while serving under this contract.

(b) Holiday leave. (1) The Contractor may grant to its employees working under this contract leave of absence for military, sickness or other reason specified in the contract, but in no event shall such leave be earned at a rate exceeding the rate at which the employee is paid for his services. Reimbursement for holiday leave shall be limited to the amount earned by employees while serving under this contract.

(c) Sick leave. (1) The Contractor may grant to its employees working under this contract sick leave, but in no event shall such sick leave be earned at a rate exceeding the rate at which the employee is paid for his services. Reimbursement for sick leave shall be limited to the amount earned by employees while serving under this contract.

(d) Other leaves. (1) The Contractor may grant to its employees working under this contract any leave of absence, including leave of absence for personal reasons, but in no event shall such leave be earned at a rate exceeding the rate at which the employee is paid for his services. Reimbursement for other leave shall be limited to the amount earned by employees while serving under this contract.
contract, sick, or leave without pay) in the
not taken more than 30 workdays leave (va-
izen or resident and has served at least 2
in the United States.
earned for service abroad for use only in the
tractor employees will not be compensated
clause shall not constitute a break in service
The use of home leave authorized under this
(c) Home leave. (1) Home leave is leave
overseas, but not leave without pay, shall be
able vacation and sick leave taken while
from the United States port of embarkation
from international travel. Al-
the date of arrival at the United States port of
overseas service the United States; any days spent
Contractor may approve.
(4) The period of service overseas required
under paragraph (c)(2) or paragraph (c)(3) of
this clause shall include the actual days
in the United States (less language training) and the actual days
overseas beginning on the date of departure
from the United States port of embarkation
on international travel and continuing, in-
any days spent
in the Commonwealth of Puerto Rico, or the pos-
sessions of the United States; any days spent
Contractor's regular employee must have served
2 years overseas under this contract to be el-
able for home leave, Contractor may grant
advance home leave to such regular em-
employee subject to all of the following condi-
tions:
(i) Granting of advance home leave would
in each case serve to advance the attainment
of the objectives of this contract; and
(ii) The regular employee shall have served
a minimum of 18 months in the Cooperating
Country on his/her current tour of duty
under this contract; and
(iii) The regular employee shall have
agreed to return to the Cooperating Country
to serve out the remainder of his/her current
tour of duty and an additional 2 year ap-
pointment under this contract, or such other
additional appointment of not less than 1
year of overseas service as the Mission Direc-
tor may approve.
(5) Salary during travel to and from the
United States for home leave will be limited
to the time required for travel by the most
expeditious air route. The Contractor will be
responsible for reimbursing USAID for salary
payments made during home leave if in spite
of the undertaking of the new appointment
the regular employee, except for reasons be-
yond his/her control as determined by the
Contracting Officer, does not return overseas
United States, may be granted home leave of
not more than 15 workdays for each such
year of service overseas, provided that such
regular employee agrees to return overseas
upon completion of his/her current tour of
additional 2 year appointment, or for a shorter
period of not less than 1 year of overseas
service under the contract if the Mission Di-
rector has approved in advance. Home leave
must be taken in the United States, the
Commonwealth of Puerto Rico, or the pos-
sessions of the United States; any days spent
elsewhere will be charged to vacation leave
or leave without pay.
(3) Notwithstanding the requirement in
paragraph (c)(2), of this clause, that the Con-	ractor's regular employee must have served
2 years overseas under this contract to be el-
igible for home leave, Contractor may grant
advance home leave to such regular em-
employee subject to all of the following condi-
tions:
(i) Granting of advance home leave would
in each case serve to advance the attainment
of the objectives of this contract; and
(ii) The regular employee shall have served
a minimum of 18 months in the Cooperating
Country on his/her current tour of duty
under this contract; and
(iii) The regular employee shall have
agreed to return to the Cooperating Country
to serve out the remainder of his/her current
tour of duty and an additional 2 year ap-
pointment under this contract, or such other
additional appointment of not less than 1
year of overseas service as the Mission Direc-
tor may approve.
(4) The period of service overseas required
under paragraph (c)(2) or paragraph (c)(3) of
this clause shall include the actual days
spent in orientation in the United States;
any days spent
in the Commonwealth of Puerto Rico, or the pos-
sessions of the United States; any days spent
overseas will be charged to vacation leave
or leave without pay.
(5) Salary during travel to and from the
United States for home leave will be limited
to the time required for travel by the most
expeditious air route. The Contractor will be
responsible for reimbursing USAID for salary
payments made during home leave if in spite
of the undertaking of the new appointment
the regular employee, except for reasons be-
yond his/her control as determined by the
Contracting Officer, does not return overseas
United States, may be granted home leave of
not more than 15 workdays for each such
year of service overseas, provided that such
regular employee agrees to return overseas
upon completion of his/her current tour of
additional 2 year appointment, or for a shorter
period of not less than 1 year of overseas
service under the contract if the Mission Di-
rector has approved in advance. Home leave
must be taken in the United States, the
Commonwealth of Puerto Rico, or the pos-
sessions of the United States; any days spent
elsewhere will be charged to vacation leave
or leave without pay.
(3) Notwithstanding the requirement in
paragraph (c)(2), of this clause, that the Con-	ractor's regular employee must have served
2 years overseas under this contract to be el-
igible for home leave, Contractor may grant
advance home leave to such regular em-
employee subject to all of the following condi-
tions:
(i) Granting of advance home leave would
in each case serve to advance the attainment
of the objectives of this contract; and
(ii) The regular employee shall have served
a minimum of 18 months in the Cooperating
Country on his/her current tour of duty
under this contract; and
(iii) The regular employee shall have
agreed to return to the Cooperating Country
to serve out the remainder of his/her current
tour of duty and an additional 2 year ap-
pointment under this contract, or such other
additional appointment of not less than 1
year of overseas service as the Mission Direc-
tor may approve.
(4) The period of service overseas required
under paragraph (c)(2) or paragraph (c)(3) of
this clause shall include the actual days
spent in orientation in the United States;
any days spent
in the Commonwealth of Puerto Rico, or the pos-
sessions of the United States; any days spent
overseas will be charged to vacation leave
or leave without pay.
(5) Salary during travel to and from the
United States for home leave will be limited
to the time required for travel by the most
expeditious air route. The Contractor will be
responsible for reimbursing USAID for salary
payments made during home leave if in spite
of the undertaking of the new appointment
the regular employee, except for reasons be-
yond his/her control as determined by the
Contracting Officer, does not return overseas

and complete the additional required service. Unused home leave is not reimbursable under this contract.

(6) To the extent deemed necessary by the Contractor, regular employees in the United States on home leave may be authorized to spend not more than 5 days in work status for consultation at home office/campus or at USAID/Washington before returning to their post of duty. Consultation at locations other than USAID/Washington or home office/campus, as well as any time in excess of 5 days spent for consultation, must be approved by the Mission Director or the Contracting Officer.

(7) Except as provided in the schedule or approved by the Mission Director or the Contracting Officer, home leave is not authorized for TCN or CCN employees.

(d) Holidays. Holidays for Contractor employees serving in the United States shall be in accordance with the Contractor’s established policy and practice. Holidays for Contractor employees serving overseas should take into consideration local practices and shall be established in collaboration with the Mission Director.

e) Military leave. Military leave of not more than 15 calendar days in any calendar year may be granted in accordance with the Contractor’s usual practice to each regular employee whose appointment is not limited to 1 year or less and who is a reservist of the United States Armed Forces, provided that such military leave has been approved in advance by the cognizant Mission Director or Assistant Administrator. A copy of any such approval shall be provided to the Contracting Officer.

(f) Leave Records. The Contractor’s leave records shall be preserved and made available as part of the contractor’s records which are required to be preserved and made available by the Examination of Records by the Comptroller General and Audit clauses of this contract.

(End of clause)


For use in all USAID contracts involving performance overseas.

PHYSICAL FITNESS (JUL 1997)

(The requirements of this provision do not apply to employees hired in the Cooperating Country or to authorized dependents who were already in the Cooperating Country when their sponsoring employee was hired.)

(a) Assignments of less than 60 days in the Cooperating Country. The contractor shall require employees being assigned to the Cooperating Country for less than 60 days to be examined by a licensed doctor of medicine. The contractor shall require the doctor to provide to the contractor a written statement that in his/her medical opinion the employee is physically qualified to engage in the type of activity for which he/she is employed and the employee is physically able to reside in the country to which he/she is assigned. Under a cost reimbursement contract, if the contractor has no written statement of medical opinion on file prior to the departure for the Cooperating Country of any employee and such employee is unable to perform the type of activity for which he/she is employed or cannot complete his/her tour of duty because of any physical disability (other than physical disability arising from an accident while employed under this contract), the contractor shall be responsible for returning the disabled employee to his/her point of hire and providing a replacement at no additional cost to the Government. In addition, in the case of a cost reimbursement contract, the contractor shall not be entitled to reimbursement for any additional costs attributable to delays or other circumstances caused by the employee’s inability to complete his/her tour of duty.

(End of clause)


For use in all USAID contracts involving performance overseas.

PHYSICAL FITNESS (JUL 1997)

(The requirements of this provision do not apply to employees hired in the Cooperating Country or to authorized dependents who were already in the Cooperating Country when their sponsoring employee was hired.)

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(End of clause)