

SUBCONTRACTOR AGREEMENT

AID-2006-C-332-000-0088

THIS SUBCONTRACTOR AGREEMENT ("Agreement"), dated as of **September 15, 2008**, is entered into between **BEARINGPOINT, INC.** (hereinafter "BearingPoint" or "Prime Contractor"), and **THE ARAB SOCIETY FOR INTELLECTUAL PROPERTY (ASIP)**, a Jordanian Corporation, ("Subcontractor" or "Contractor"). Capitalized terms used herein without definition shall have the meaning ascribed to them in the Prime Contract (as defined below).

WHEREAS, BearingPoint has entered into a contractual Agreement awarded on September 26, 2006, (the "Prime Contract") with US Agency for International Development ("USAID" or "Client"), Contract Number 278-C-00-06-00332-00, for Sustainable Achievement of Business Expansion and Quality (SABEQ) Program to support USAID/Jordan Project (the "Engagement"); and

WHEREAS, BearingPoint and Subcontractor desire to enter into a Fixed Price Subcontract Agreement pursuant to which BearingPoint will retain the services of Subcontractor, and Subcontractor will agree to furnish its services to BearingPoint in connection with the Engagement as a subcontractor to BearingPoint under the Prime Contract.

NOW THEREFORE, in consideration of the foregoing premises, and the mutual covenants and agreements contained herein, the parties agree as follows:

1. PURPOSE OF ENGAGEMENT. BearingPoint agrees to retain Subcontractor to perform consulting services (the "Services") in connection with the Prime Contract. Subcontractor agrees to furnish BearingPoint the Services on the terms and subject to the conditions set forth in this Agreement. In performing the Services, Subcontractor agrees to provide its own equipment, tools and other materials at its own expense. BearingPoint may make its facilities and equipment available to Subcontractor to the extent necessary to perform the Services as the parties may mutually agree. It is expressly understood that Subcontractor is an independent contractor of BearingPoint and that Subcontractor shall use its professional discretion in determining the best means by which to perform the Services. The specific Statement of Work (SOW) and Budget are attached in Exhibit **D and E**.

2. SUITABLE PERSONNEL.

(a) The Services will be performed for Subcontractor by the key persons listed in Exhibit **E** attached hereto. If any of the Key Subcontractor personnel are unavailable to continue full-time work called for herein, and if substitute individuals approved by BearingPoint are not available to continue the work within ten (10) business days from such unavailability, BearingPoint shall have the right to replace such unavailable Subcontractor personnel with personnel of BearingPoint or another subcontractor. All Subcontractor's personnel shall be subject to the prior approval of BearingPoint, and BearingPoint shall have the right, at any time, to request removal of any Subcontractor personnel whom BearingPoint deems, in its reasonable discretion, to be unsatisfactory. Upon such request, Subcontractor shall use all reasonable efforts to replace within ten (10) business days such removed individual with a substitute employee(s) of Subcontractor acceptable to BearingPoint, having skills and training suitable to perform the Services.

(b) BearingPoint shall, at its expense, have the right, but not the obligation, to conduct a background check, as permitted by law, on all Subcontractor personnel granted access to the premises or Systems of the Client. The background check with respect to each of the Subcontractor personnel includes, at a minimum, items with respect to an individual's civil, criminal, litigation, credit, and educational background. Subcontractor shall reasonably cooperate with BearingPoint in performing such background checks, and shall promptly

notify BearingPoint of any such person refusing to undergo such background checks, and shall remove such person and any other person whose background check results are unacceptable to BearingPoint. Subcontractor shall obtain, to the extent permissible under Applicable Law, all releases, waivers, or permissions required for the release of such information to BearingPoint

3. TERM. The term of this Agreement shall begin on **September 15, 2008** and shall continue until the earlier of (i) termination of the Prime Contract, (ii) termination pursuant to Paragraph 9, Termination, hereof, or **December 15, 2008**.

4. INCORPORATION OF PRIME CONTRACT PROVISIONS. The provisions of the Prime Contract, which are attached hereto as Exhibit **A** are hereby incorporated and form a part hereof. Subcontractor agrees to be bound by, and perform the Services in accordance with, all the terms and conditions (including, but not limited to, all definitions and Exhibits and attachments thereto) of the Prime Contract included in Exhibit **A**, including such terms and conditions of the Prime Contract that are expressly modified by this Agreement, and unless the context clearly requires otherwise, all references in the Prime Contract to Prime Contractor or "Contractor" shall be interpreted as references to Subcontractor and all references to the Client shall be interpreted as references to BearingPoint for purposes of this Agreement. Additionally, the Subcontractors Representations and Certifications are hereby incorporated and made part of this Agreement. The order of precedence shall be (i) this Agreement, (ii) the Exhibits to this Agreement and (iii) Subcontractor's Representations and Certifications.

5. SUBCONTRACTOR'S COMPENSATION. During the term of this Agreement, BearingPoint agrees to compensate Subcontractor up to JOD **17500.00** for the accepted deliverables to be delivered at the schedule specified in Exhibit **E**. At no point during the performance of this Agreement shall exceed the amount that is listed in Exhibit **E**. Under no circumstances shall BearingPoint be liable to Subcontractor for the payment of Services performed under this Agreement in excess of the not-to-exceed amount specified in Exhibit **E**.

Invoices shall be mailed to:

SABEQ

Salem Center
Sequleyah Street, Al Rabieh
PO Box 940503
Amman 11194, Jordan

Each invoice submitted by Subcontractor must conform to Client requirements (Exhibit **F**) and must provide complete supporting detail for deliverable or milestone achieved. BearingPoint shall pay correct invoices within forty-five (45) days of BearingPoint's receipt of Subcontractor's invoice.

6. OWNERSHIP OF MATERIALS RELATED TO SERVICES.

(a) The parties agree, subject to the terms of this Agreement, that upon full and final payment and subject to Subparagraph 6(b) and Subparagraph 6(c) hereof, all documents, designs, computer programs, computer systems, data, computer documentation and other tangible materials authored or created by Subcontractor for delivery through BearingPoint to Client as the deliverables required by a Statement of Work ("Deliverables") shall be provided to Client with unlimited rights as defined at FAR Part 27. Subcontractor hereby grants to BearingPoint a royalty-free, non-exclusive, nontransferable, internal use, and for software an object code license, to use such Deliverables as either Limited Rights Data or Restricted Computer Software as defined at FAR Part 27 solely as in connection with

BearingPoint's use of the Deliverables in performing the Prime Contract in accordance with any limitations set forth in the applicable SOW.

(b) BearingPoint acknowledges that Subcontractor may provide consulting and development services to other clients and agrees that nothing in this Agreement shall be deemed or construed to prevent Subcontractor from carrying on such business or developing for itself or others materials that are competitive with those produced as a result of the Services provided hereunder, irrespective of their similarity to the Deliverables provided hereunder. Subcontractor may utilize proprietary works of authorship, pre-existing or otherwise, that have not been created under this engagement or specifically for Client, including without limitation computer programs, methodologies, templates, flowcharts, architecture designs, tools, specifications, drawings, sketches, models, samples, records and documentation, as well as copyrights, trademarks, service marks, ideas, concepts, know-how, techniques, knowledge or data, and any derivatives thereof, which have been originated, developed or purchased by Subcontractor, a parent or affiliated company of Subcontractor, or by third parties under contract to Subcontractor or to a parent or affiliated company of Subcontractor (all of the foregoing, collectively, "Subcontractor's Information"). Subcontractor's Information and Subcontractor's administrative communications, records, files and working papers relating to the Services shall remain the property of Subcontractor.

(c) To the extent that Subcontractor incorporates any of Subcontractor's Information into the Deliverables, and effective upon full and final payment by BearingPoint for the Deliverables required by the SOW, Subcontractor hereby grants to Client and BearingPoint a royalty-free, non-exclusive, nontransferable, internal use, and for software an object code license, to use such Subcontractor's Information as either Limited Rights Data or Restricted Computer Software as defined at FAR Part 27 solely as in connection with Client's use of the Deliverables. Nothing in this Paragraph 6 shall be deemed to permit BearingPoint or Client to disclose, provide access to, sublicense, disassemble, decompile, reverse engineer, modify, create derivative works of, or transfer any of Subcontractor's Information to a subsidiary, affiliate, or third party without the prior, written consent of Subcontractor.

(d) Any assignment of license rights in the Deliverables pursuant to this Paragraph 6 shall be deemed to occur on payment for the task in the particular Statement of Work defining such Deliverables.

7. ACCEPTANCE. If BearingPoint notifies Subcontractor of any material non-conformity with the Specifications in any of the Deliverables (collectively "Non-conformities") in writing within ninety (90) days of subcontractor's submission of the Deliverables, Subcontractor promptly shall correct such Non-conformities at its own expense and notify BearingPoint when the corrections are complete. Should Subcontractor fail to utilize reasonable efforts to correct a Non-conformity within ten (10) days (or more if authorized in writing by BearingPoint) of receiving written notice of such non-conformity, BearingPoint may terminate the Services under the applicable Statement of Work and Subcontractor's shall be liable to BearingPoint for such Nonconformity. To the extent that any Deliverables are or have been approved by BearingPoint or Client pursuant to the terms of this Agreement at any stage of Subcontractor's performance, such Deliverables shall be deemed approved by BearingPoint and Client, and Subcontractor shall be entitled to rely on such approval for purposes of all subsequent stages of Subcontractor's performance hereunder.

8. SUBCONTRACTOR'S WARRANTIES. Subcontractor represents and warrants that the Services will be performed in a professional and workmanlike manner consistent with generally accepted industry practices. The Subcontractor shall replace or correct services or materials that at time of delivery failed to meet contract requirements.

THE EXPRESS WARRANTIES IN THIS AGREEMENT SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, INTEROPERABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

9. TERMINATION

(a) BearingPoint may terminate this Agreement for its convenience a) when the client terminates the prime contract for convenience and/or b) when the Services under the Agreements are no longer required.

(b) BearingPoint may, by written notice of default to the Subcontractor, terminate this Subcontract if the Subcontractor breaches any of its material obligations hereunder.

BearingPoint's right to terminate for default may be exercised if the Subcontractor does not cure such failure within ten (10) days (or more if authorized in writing by BearingPoint) after receipt of the written notice from BearingPoint specifying the failure.

10. INFORMATION.

(a) Confidential Information includes all information in any form whatsoever (a) that has been marked as proprietary or confidential; (b) whose confidential nature has been made known by the disclosing party, orally or in writing, to recipient; or (c) that due to its character and nature, a reasonable person under like circumstances would treat as confidential. Confidential Information does not include information which: (a) is known to the recipient prior to disclosure by the disclosing party; (b) is rightfully received by the receiving party from a third party having the right to disclose the information; (c) is or becomes publicly available through no act of the receiving party; (d) is hereafter furnished by the disclosing party to others without a similar restriction on disclosure; or (e) is independently developed by the receiving party without benefit of the other's Confidential Information.

(b) Each party agrees to protect the other's Confidential Information at all times and in the same manner as each protects the confidentiality of its own proprietary and confidential materials, but in no event with less than a reasonable standard of care. Recipient agrees not to disclose the Confidential Information to any third parties or to any of its employees except those employees who have a need to know the Confidential Information for accomplishing the stated purposes described herein and where such employees shall be made aware that the information is confidential and shall be under a written contractual restriction on nondisclosure and proper treatment of confidential information that is no less restrictive than the terms of this Agreement. Notwithstanding the foregoing, recipient may disclose the disclosing party's Confidential Information if in the opinion of its counsel disclosure is required by law; provided, however, that recipient will use all reasonable efforts to notify disclosing party of the obligation to make such disclosure in advance of the disclosure so that disclosing party will have a reasonable opportunity to object to such disclosure and that recipient requests confidential treatment of the disclosed Confidential Information.

(c) Recipient will deliver to the disclosing party all Confidential Information and all copies thereof (and all other property obtained from or through the disclosing party) when the disclosing party requests the same or immediately upon termination of this Agreement, whichever occurs earlier, except for one copy thereof that the recipient may retain for its records. These confidentiality restrictions and obligations shall survive for a period of two (2) years after the expiration or termination of this Agreement.

11. CHANGES. Contractual direction including any changes, alterations or modifications to this Agreement must be made in writing by the designated BearingPoint contractual

authority. In addition, technical information may originate from the cognizant technical representative, but must be transmitted in writing via the designated BearingPoint contract representative. Unauthorized changes, alterations or modifications to this Agreement will NOT be considered for equitable adjustment. No changes to this contract or its scope shall be made without the express written authorization of the designated BearingPoint Contract Representative.

(a) BearingPoint may at any time, by written notice, and without notice to sureties or assignees, make changes within the general scope of this Agreement in any one or more of the following: (i) drawings, designs or specifications; (ii) method of shipping or packing; (iii) place of inspection, acceptance or point of delivery; and (iv) delivery schedule.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of this Agreement, BearingPoint shall make an equitable adjustment in the Agreement price and/or delivery schedule, and modify the Agreement accordingly.

(c) Any claim for an equitable adjustment by Subcontractor must be submitted in writing to BearingPoint within 20 days from the date of notice of the change, unless the parties agree in writing to a longer period.

(d) Failure to agree to any adjustment shall be resolved in accordance with the "Disputes" clause of this Agreement. However, nothing contained in this "Changes" clause shall excuse Subcontractor from proceeding without delay in the performance of this Agreement as changed. BearingPoint directed changes that result from Client directed changes and/or constructive changes shall be handled pursuant to paragraph 15.

12. INDEPENDENT CONTRACTOR. Subcontractor's relationship with BearingPoint is that of an independent contractor and nothing in this Agreement shall be construed as creating a partnership, joint venture or employer-employee relationship. Nothing in this Agreement shall be deemed to constitute Subcontractor or BearingPoint the agent of the other. Neither Subcontractor nor BearingPoint shall be or become liable or bound by any representation, act or omission whatsoever of the other.

13. NONASSIGNABILITY. Neither party shall assign, transfer, or subcontract all or any portion of this Agreement or any of its obligations hereunder without the other party's express, prior written permission. The parties expressly agree, however, that any mergers and/or assignments to successors in interest of substantially all of the assets and business of a party, including this Agreement, would not require the written consent of the other party.

14. DISPUTES. In the event of any dispute that cannot be amicably resolved within a reasonable period of time, BearingPoint and Subcontractor hereby irrevocably consent to exclusive and personal jurisdiction in the Commonwealth of Virginia, and either party may pursue any right or remedy available at law and/or equity in the Commonwealth.

15. DISPUTES UNDER THE PRIME CONTRACT.

(a) To the extent the Client requires a mandatory disputes resolution process pursuant to statute, regulation, or contract (the "Disputes Process") which governs the resolution of questions of law or fact relating to the Prime Contract, all of the Subcontractor claims, controversies or disputes concerning matters which pertain to disputes cognizable under the Disputes Process shall be governed by the provisions of this Disputes Process and the Subcontractor shall provide BearingPoint, Inc. with a timely and detailed written notice of any such claims or controversies. Any decision under the Disputes Process relating to the Subcontract or the Subcontractor's performance hereunder shall be conclusive and binding upon the Subcontractor unless appealed and reversed. BearingPoint, Inc. shall notify the

Subcontractor of any such decision within ten (10) calendar days of BearingPoint, Inc.'s receipt thereof.

(b)In the event BearingPoint, Inc. elects to appeal any such decision, pursuant to the Disputes Process, the Subcontractor shall provide BearingPoint, Inc. with reasonable assistance in the prosecution of such appeal including, but not limited to, reasonable access to the Subcontractor's personnel and non-privileged documents. The Subcontractor further agrees to reimburse BearingPoint, Inc. for any and all reasonable costs associated with an appeal arising out of or relating to the Subcontract, taken upon behalf of the Subcontractor. However, if the Subcontractor notifies BearingPoint, Inc. in writing that such an appeal should not be taken upon the Subcontractor's behalf, BearingPoint, Inc. shall have the right to continue such an appeal upon behalf of BearingPoint, Inc. and the Subcontractor with the Subcontractor providing reasonable assistance in the prosecution of such an appeal as described herein.

(c)In the event BearingPoint, Inc. elects not to appeal any such decision pursuant to the Disputes Process of the Prime Contract, BearingPoint, Inc. shall so notify the Subcontractor in writing within fourteen (14) calendar days of BearingPoint, Inc.'s receipt of such decision. If within ten (10) calendar days of receipt of BearingPoint, Inc.'s notice of a decision not to appeal any such decision, the Subcontractor requests BearingPoint, Inc., in writing, to appeal the decision, BearingPoint, Inc. may, at its sole discretion, elect to do so at the sole expense of the Subcontractor provided such an appeal would not be in violation of any civil or criminal statute. If BearingPoint, Inc. appeals any such Final Decision, whether at its election or at the Subcontractor's request, a final judgment in any such appeal, if binding upon BearingPoint, Inc. under the Prime Contract, shall in turn be binding upon the Subcontractor and BearingPoint, Inc. under the Subcontract. Further, the Subcontractor shall be solely responsible for providing any and all information requested by BearingPoint, Inc. to support appeals pursuant to the Disputes Process.

(d)As used herein, the term "appeal" shall include any and all proceedings taken by BearingPoint, Inc. before a Government agency, and, if applicable, a Board of Contract Appeals, and any court. The Subcontractor shall be conclusively bound by any decision of any such dispute resolution forum or tribunal. Pending completion of contract or final disposition of a dispute pursuant to this Paragraph which releases Subcontractor from performance, the Subcontractor shall, at all times, proceed diligently with the performance of the Subcontract.

16. NOTICES. All notices permitted or required under this Agreement shall be in writing and shall be by personal delivery, a nationally recognized overnight courier service, facsimile transmission or certified or registered mail, return receipt requested. Notices shall be deemed given upon the earlier of actual receipt or one (1) day after deposit with the courier service, receipt by sender of confirmation of electronic transmission or five (5) days after deposit with the U.S. Postal Service. Notices shall be sent to the addresses listed below, or to such other address as either party may specify in writing.

If to BearingPoint:

SABEQ

Salem Center
Sequleyah Street, Al Rabieh
PO Box 940503
Amman 11194, Jordan
Attention: Carol Swan

**with a copy to:
BearingPoint, Inc.**

Legal Department
1676 International Drive, 6th Floor
McLean, VA 22102
Attention: **Group Counsel, Public Services**

If to Subcontractor:

The Arab Society for Intellectual Property (ASIP)

Attention:
Telephone:
Email: N/A

17.SEVERABILITY. In the event that any term or provision of this Agreement shall be held to be invalid, void or unenforceable, then the remainder of this Agreement shall not be affected, impaired or invalidated, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18.GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to the conflict of laws provisions thereof. The United Nations Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement.

19.INTEGRATION. This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified only in writing

20.PUBLICITY. Neither party is authorized to make this Agreement known to any third party, through advertisement or otherwise, without the prior written consent of the other party.

21.INDEMNIFICATION AND LIMITATION OF LIABILITY

Each Party will defend the other Party against any claim by an unaffiliated third party from and against any and all claims, losses, expenses (including reasonable lawyer's fees), demands or judgments for bodily injury, death or damage to real or tangible property which result from or arise out of the negligence or willful misconduct of the defending Party during its performance of services under this Agreement and will pay the amount of any resulting adverse final judgment (or settlement to which the Parties consent). The Party seeking indemnification will (i) promptly notify the other in writing, specifying the nature of the action, and (ii) cooperate with the indemnifying Party at the expense of the indemnifying Party in all reasonable respects in connection with the defense of any such action; provided that the indemnifying party shall make no settlement involving consideration, concessions or agreements other than the payment of money and the exchange of releases without the indemnified party's consent, which consent shall not be unreasonably delayed or withheld.

LIMITATION OF LIABILITY. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR MONEY DAMAGES IN EXCESS OF THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT OR FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST BUSINESS OR LOST PROFITS, WHETHER FORESEEABLE OR NOT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT.

22. IP INDEMNIFICATION The Subcontractor, shall indemnify and hold harmless BearingPoint and its employees from liability of any nature or kind, for or on account of any copyrighted, patented, or unpatented invention, process or article supplied by the Subcontractor provided, that the Subcontractor is promptly notified in writing of a third party claim against BearingPoint that any deliverable infringes a copyright, patent or a trade secret of any third party, Subcontractor will defend such claim as its expense and will pay any costs or damages that may be finally awarded against BearingPoint. Subcontractor will not indemnify BearingPoint, however, if the claim of infringement is caused by (1) BearingPoint's misuse or modification of the Deliverable; (ii) BearingPoint's failure to use corrections or enhancements made available by Subcontractor; (iii) information, direction, specification or materials provided by BearingPoint of any third party. BearingPoint will (i) promptly notify Subcontractor of any third party claim subject to indemnification hereunder, (ii) give the Subcontractor the right to control and direct the preparation of a defense, the defense and settlement of any such claim except that Subcontractor shall not concede any liability on the part of BearingPoint without its prior written consent (iii) cooperates with the Subcontractor for the defense of same.

In addition to the above indemnification, if any Deliverable is, or in Subcontractor's opinion is likely to be, held to be infringing, Subcontractor shall at its expense and option either (a) procure the right for the estate to continue using it, (b) replace it with a non-infringing equivalent, (c) modify it to make it non-infringing or (d) seek the return of the Deliverable and refund to BearingPoint the fees paid for such Deliverable less a reasonable amount for BearingPoint's use of the Deliverable up to the time of return.

23. NON-EXCLUSIVITY. During the term of this Agreement, BearingPoint may engage the services of any other individual or company that competes with Subcontractor or offers services similar to those offered by Subcontractor, and any such engagement shall not be considered a breach of this Agreement.

24. INSURANCE. Throughout the term of this Agreement, Subcontractor shall maintain insurance coverage per the limits and requirements in Exhibit **B** attached herein. Subcontractor shall, provide BearingPoint with Certificates of Insurance or self-insurance evidencing the above coverage and shall provide BearingPoint with prompt written notice of any material change.

25. AUDIT. The Federal Acquisition Regulation FAR clause 52.215-2 entitled "Audit and Records Negotiation (June 1999) is specifically incorporated into this Agreement by reference. The Contractor shall maintain books, records, documents, computerized records, projections and other supporting data relating to this USAID-funded project or program in accordance with generally accepted accounting principles formally prescribed by the U.S., the cooperating country, or the International Accounting Standards Committee (an affiliate of the International Federation of Accountants) to properly reflect and substantiate all direct and indirect elements of cost of whatever nature, whether incurred, or anticipated to be incurred, for the performance of any work under this Agreement, or anticipated work under this Agreement, or for same or similar services. Accounting records that are supported by documentation will as a minimum be adequate to show all direct and indirect costs incurred

under the Agreement, receipt and use of goods and services acquired under this Agreement, the costs of the program supplied from other sources, and the overall progress of the program. The Contractor records and next-tier subcontractor records, if any, which pertain to this Agreement, shall be retained for a period of three years from the date of final payment of this Agreement and shall be made available for inspection, audit, reproduction, and retention by USAID or its representatives as they in their sole discretion may deem necessary. The Contractor shall insert this Audit requirement in all of its subcontract agreements.

26. Foreign Corrupt Practices Act (FCPA). Subcontractor (1) certifies that it has not, in connection with the work to be performed under this Agreement, violated the U. S. Foreign Corrupt Practices Act; (2) agrees that it will not, in connection with the work to be performed under this Agreement, violate the U. S. Foreign Corrupt Practices Act; and (3) agrees to indemnify BearingPoint for any damages or costs incurred by BearingPoint, as a result any violations of the U. S. Foreign Corrupt Practices Act committed by Subcontractor, its officers, employees or agents.

IN WITNESS WHEREOF, the parties hereto have caused to be signed by their duly authorized representatives, as of the day and year first above mentioned.

**THE ARAB SOCIETY FOR INTELLECTUAL
PROPERTY (ASIP)**

BEARINGPOINT, INC.

By: _____
(Signature)

By: _____
(Signature)

Name: Mutasem Dmour

(Authorized Representative)

Name: Carol L. Swan

(Authorized Representative)

Title: Executive Director

Title: Managing Director
SABEQ Deputy Chief of Party

EXHIBIT A

PRIME CONTRACT PROVISIONS

The following redacted portion of the prime contract is listed below. For the purposes of making the below referenced clauses applicable to subcontractor, the term "Government", "Contracting Officer", "USAID", and "TOCO" shall mean "BearingPoint" and the term "Contractor" shall mean "Subcontractor"

PACKAGING AND MARKING

AIDAR 752.7009 MARKING (JAN 1993)

(a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semi finished products which are not packaged.

(b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

(c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.

(d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

BRANDING

The Contractor shall comply with the requirements of the USAID "Graphic Standards Manual" available at www.usaid.gov/branding, or any successor branding policy.

INSPECTION AND ACCEPTANCE

NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	

INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at:

Economic Opportunities Office (EO)
USAID/Jordan
Amman, Jordan

or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The CTO listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

DELIVERIES OR PERFORMANCE

NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-15	STOP-WORK ORDER ALTERNATE I (APR 1984)	AUG 1989

LEVEL OF EFFORT

(a) The contractor shall devote TBD person-hours level of effort of direct employee, consultant, or subcontractor labor for the period specified in the clause, Period of Performance, above. This total level of effort is organized by labor category below.

(b) The number of person-hours for any labor category may be used in any other labor category, subject to the prior written approval or direction of the CTO. Once the level of effort has been fully expended, this contract is complete.

(c) The level of effort by labor category is given in Attachment. TBD

KEY PERSONNEL

A. The key personnel which the Contractor shall furnish for the performance of this contract are as follows:

<u>Name</u>	<u>Title</u>
TBD	TBD

B. The personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor shall immediately notify both the Contracting Officer and USAID Cognizant Technical Officer reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of personnel shall be made by the Contractor without the written consent of the Contracting Officer.

SPECIAL CONTRACT REQUIREMENTS

NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)		

AIDAR 48 CFR Chapter 7

752.7027	PERSONNEL	DEC 1990
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AIDAR 752.225-70 SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS (FEB 1997)

(a) Except as may be specifically approved by the Contracting Officer, all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) which will be financed under this contract with U.S. dollars shall be procured in accordance with the requirements in 22 CFR part 228, "Rules on Source, Origin and Nationality for Commodities and Services Financed by USAID." The authorized source for procurement is Geographic Code 000 unless otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.

(b) Ineligible goods and services. The Contractor shall not procure any of the following goods or services under this contract:

- (1) Military equipment,
- (2) Surveillance equipment,
- (3) Commodities and services for support of police and other law enforcement activities,
- (4) Abortion equipment and services,
- (5) Luxury goods and gambling equipment, or
- (6) Weather modification equipment.

(c) Restricted goods. The Contractor shall not procure any of the following goods or services without the prior written approval of the Contracting Officer:

- (1) Agricultural commodities,
- (2) Motor vehicles,
- (3) Pharmaceuticals and contraceptive items,
- (4) Pesticides,
- (5) Fertilizer,
- (6) Used equipment, or
- (7) U.S. government-owned excess property.

If USAID determines that the Contractor has procured any of these specific restricted goods under this contract without the prior written authorization of the Contracting Officer, and has received payment for such purposes, the Contracting Officer may require the Contractor to refund the entire amount of the purchase.

AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)

The Contractor agrees to provide the following information to the Mission Administrative Officer on or before the arrival in the host country of every contract employee or dependent:

- (1) The individual's full name, home address, and telephone number.
- (2) The name and number of the contract, and whether the individual is an employee or dependent.
- (3) The contractor's name, home office address, and telephone number, including any after-hours emergency number(s), and the name of the contractor's home office staff member having administrative responsibility for the contract.
- (4) The name, address, and telephone number(s) of each individual's next of kin.
- (5) Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.

INSURANCE AND SERVICES

(a) Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act); USAID's DBA insurance carrier is:

Rutherford International, Inc.
5500 Cherokee Avenue, Suite 300
Alexandria, VA 22312

Points of Contact:
Diane Proctor or Dalia Shontere

(703) 813-6503

Hours of Operation are: 8 a.m. to 5 p.m. (EST)
Telefax: (703) 354-0370
E-Mail: www.rutherfordord.com

(b) Contractors are responsible for providing medical evacuation coverage for their employees. The following State Department website, [http://www.state.gov/m/dghr/flo/24051 .htm](http://www.state.gov/m/dghr/flo/24051.htm), provides possible sources from which MEDAVAC coverage may be obtained. USAID does not endorse any of the listed sources. Medical evacuation costs are allowable as a direct cost. On page 65 under H.12 Reporting and Foreign Taxes, delete interim reports. They are no longer required, but the clause has not been updated yet.

AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 000.

NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

The Contractor is hereby authorized to purchase the following equipment and/or resources:

TBD

LOGISTIC SUPPORT

The Contractor shall be responsible for furnishing all logistic support in the United States and overseas.

LANGUAGE REQUIREMENTS

Contractor personnel and/or consultant shall have language proficiency to perform technical services.

EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)

The Contractor/Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the responsibility of the contractor/recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract/agreement.

REPORTING OF FOREIGN TAXES

(a) Final and Interim Reports. The Contractor must annually submit two reports: (i) An interim report by November 17; and (ii) A final report by April 16 of the next year.

(b) Contents of Report. The reports must contain: (i) Contractor name. (ii) Contact name with phone, fax and email. (iii) Agreement number(s). (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign

assistance funds under this agreement during the prior U.S. fiscal year. NOTE: For fiscal year 2003 only, the reporting period is February 20, 2003 through September 30, 2003. (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa). (vi) Any reimbursements received by the Contractor during the period in (iv) regardless of when the foreign tax was assessed plus, for the interim report, any reimbursements on the taxes reported in (iv) received by the Contractor through October 31 and for the final report, any reimbursements on the taxes reported in (iv) received through March 31. (vii) The final report is an updated cumulative report of the interim report. (viii) Reports are required even if the contractor/recipient did not pay any taxes during the report period. (ix) Cumulative reports may be provided if the contractor/recipient is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause: (i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements. (ii) "Commodity" means any material, article, supply, goods, or equipment. (iii) "Foreign government" includes any foreign governmental entity. (iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the reports to:

Controller's Office
USAID/Jordan
American Embassy
P.O. Box 354
Amman 11118 Jordan

(e) Subagreements. The Contractor must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements. (f) For further information see <http://www.state.gov/m/rm/c10443.htm>.

PERSONNEL COMPENSATION

(a) Limitations:

(1) Salaries and wages may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees, which shall be certified to by the Contractor. Nor may any individual salary or wage, without approval of the Cognizant Contracting Officer, exceed the employee's current salary or wage, or the highest rate of annual salary or wage received during any full year of the immediately preceding three (3) years.

(2) Compensation (i.e., the employee's base annual salary plus overseas recruitment incentive, if any) which exceeds the maximum rate for agencies without a certified SES performance appraisal system, as published in the Federal Register, will be reimbursed only with the approval of the Contracting Officer, as prescribed in 731.205-6(d) or 731.371(b), as applicable.

(b) Salaries During Travel:

Salaries and wages paid while in travel status will not be reimbursed for a travel period greater than the time required for travel by the most direct and expeditious air route.

(c) Return of Overseas Employees:

Salaries and wages paid to an employee serving overseas who is discharged by the Contractor for misconduct, inexcusable non- performance, or security reasons will in no event be reimbursed for a period which extends beyond the time required to return him promptly to his point of origin by the most direct and expeditious air route.

(d) Annual Salary Increases:

One annual salary increase (includes promotional increase) of not more than the annual cost-of-living adjustment (COLA) received by Federal General Schedule (GS) employees may be granted after the employee's completion of each twelve month period of satisfactory services under the contract. Annual salary increases of any kind exceeding these limitations or exceeding the maximum salary rate of Agencies Without a Certified Performance Appraisal System (AWCPAS) may be granted only with the advance written approval of the Contracting Officer.

(e) Consultants:

No compensation for consultants will be reimbursed unless their use under the contract has advance written approval of the Contracting Officer; and if such provision has been made or approval given, compensation shall not exceed 1) the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years or 2) the maximum salary rate of Agencies Without a Certified Performance Appraisal System (AWCPAS), whichever is less.

(f) Initial Salaries:

The initial starting salaries of all employees whose salaries are charged as a direct cost to this contract must be approved, in advance and in writing, by the Contracting Officer. (Any initial starting salaries included in the contractor's best and final and accepted during negotiations, are deemed approved upon contract execution).

NOTE: The hourly rate for an AWCPAS is determined by dividing the annual compensation by 2080 hours. The daily rate is determined by multiplying the hourly rate by 8 hours.

NOTE: Any Approvals issued pursuant to the above sections shall be retained by the Contractor for audit purposes. Approvals issued pursuant to the above must be within the terms of this contract, and shall not serve to increase the total estimated cost or the obligated amount of this contract, whichever is less (see Part I, Section B.3 of this contract).

(g) Work Week:

(1) Non-overseas Employees. The length of the contractor's U.S. non-overseas employees workday shall be in accordance with the contractor's established policies and practices and shall not be less than 8 hours per day and 40 hours per week.

(2) Overseas Employees. The workweek for the Contractor's overseas employees shall not be less than 40 hours and shall be scheduled to coincide with the workweek for those

employees of the USAID Mission and the Cooperating Country associated with the work of this contract.

(h) Definitions:

As used in this contract, the terms "salaries" and "wages" mean the periodic remuneration received for professional or technical personal services rendered. Unless the contract states otherwise, these terms do not include any other elements of personal compensation described in the cost principle in FAR 31.205-6 "Compensation for Personal Services," such as (but not limited to) the differentials or allowances defined in the clause of this contract entitled "Differentials and Allowances" (AIDAR 752.7028). The term "compensation" is defined in FAR 31.205-6(a) and includes fees and honoraria related to the personal services provided under this contract, but excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges.

EMPLOYMENT COSTS OF THIRD COUNTRY NATIONALS AND COOPERATING COUNTRY NATIONALS

(a) The following are unallowable costs for third country nationals (TCN's) and cooperating country nationals (CCN's) unless the Contracting Officer provides a written determination that such costs are allowable for specifically named individuals:

- 1) Compensation, including merit or promotion increases, that exceeds the prevailing compensation paid to personnel performing comparable work in the cooperating country;
- 2) Payment of compensation to TCN and CCN employees in other than the currency of the local country.
- 3) Allowances and Differentials;

(b) Unless otherwise approved by the Contracting Officer, the maximum prevailing compensation will be the same as the maximum salary under the Mission Local Compensation Plan.

(c) The Contracting Officer will only determine the above costs to be allowable if and to the extent that the Mission Director approves such exceptions, and also subject to the usual considerations of reasonableness and allocability to the contract.

(d) Even if the contract ceiling price is based on a cost proposal that estimated such payments, a specific allowability determination from the Contracting Officer is required in order for such costs to be reimbursed under the contract.

STANDARDS OF CONDUCT -- IMPROPER BUSINESS PRACTICES

Corruption or any other improper business practices related to this solicitation and any resulting contract(s) will not be tolerated. Transactions relating to the expenditure of public funds require the highest degree of public trust and an impeccable standard of conduct by contractors, subcontractors and any other agent acting in connection with this contract. Examples of such unacceptable behavior include, but are not limited to providing or offering of bribes to any person associated with the contract or any subcontracts; soliciting or accepting kickbacks or bribes; and knowingly making any false or misleading accounting reports or financial statements. Contractors, subcontractors and any other agents acting under contracts awarded herein are expected to employ due diligence and have internal controls in place towards practicing good governance in execution of the contract. Any one

of these entities found to have engaged in illegal activity, improper behavior, or corrupt practices will be subject to corrective actions in accordance with the respective FAR clause incorporated into this solicitation and any resulting contract(s).

USAID DISABILITY POLICY (DECEMBER 2004)

(a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website:
<http://www.usaid.gov/about/disability/DISABPOL.FIN.html>.

(b) USAID therefore requires that the contractor not discriminate against people with disabilities in the implementation of USAID programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing this contract. To that end and within the scope of the contract, the contractor's actions must demonstrate a comprehensive and consistent approach for including men, women and children with disabilities."

GRANTS UNDER CONTRACT

This contract provides in Section C that the prime contractor may be required to execute grants on behalf of USAID. The following requirements apply to any grant to be awarded by the Subcontractor under this contract:

- a) USAID shall have substantial involvement in the establishment of selection criteria and shall approve the selection of grant recipients. Unless otherwise directed by the Contracting Officer, the CTO shall have authority to approve the grant recipient selection.
- b) USAID retains the right to terminate the grant activity (activities) unilaterally in extraordinary circumstances.
- c) The contractor is not authorized to execute or administer Cooperative Agreements on USAID's behalf.
- d) Requirements which apply to USAID-executed grants shall also apply to grants signed by the Subcontractor.
- e) The total value of any individual grant to any U.S. organization shall not exceed \$25,000.

CONTRACT CLAUSES

NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)		
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2005
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JAN 2005
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN 2005
52.215-2	AUDIT AND RECORDS—NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.216-8	FIXED-FEE	MAR 1997
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JUL 2005
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JUL 2005
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING	OCT 1999
52.222-3	CONVICT LABOR	JUN 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR1996
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984

52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY2001
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)	AUG 1987
52.244-2A	SUBCONTRACTS ALTERNATE I (JAN 2006)	JAN 2006
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	FEB 2006
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT TIME AND MATERIALS, OR LABOR HOUR CONTRACTS)	MAY2004
52.246-25	LIMITATION OF LIABILITY—SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

AIDAR 48 CFR Chapter 7

752.202-1	DEFINITIONS	
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.225-71	LOCAL PROCUREMENT	FEB 1997
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES	MAR1993
752.245-70	GOVERNMENT PROPERTY-USAID REPORTING REQUIREMENTS	
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	NOTICES	APR 1984
752.7007	PERSONNEL COMPENSATION	JUL 1996
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	JAN 1999
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7025	APPROVALS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7031	LEAVE AND HOLIDAYS	OCT 1989
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991

52.232-25 PROMPT PAYMENT (FEB 2002)

52.232-26 ALTERNATE I (FEB 2002)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232- 38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(e) Invoices for interim payments. For interim payments under this cost-reimbursement contract for services--

(1) Paragraphs (a)(2), (a)(3), (a)(4)(ii), (a)(4)(iii), and (a)(5)(i) do not apply;

(2) For purposes of computing late payment interest penalties that may apply, the due date for payment is the 30th day after the designated billing office receives a proper invoice; and

(3) The contractor shall submit invoices for interim payments in accordance with paragraph (a) of FAR 52.216-7, Allowable Cost and Payment. If the invoice does not comply with contract requirements, it will be returned within 7 days after the date the designated billing office received the invoice.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://arnet.gov/far/>

752.242-70 Periodic Progress Reports

See CIB 98-21.

AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)

Prior written approval by the Contracting Officer is required for all international travel directly and identifiably funded by USAID under this contract. The Contractor shall therefore present to the Contracting Officer an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advanced of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The Contracting Officer's prior written approval may be in the form of a letter or telegram or similar device or may be specifically incorporated into the schedule of the contract. At least one week prior to commencement of approved international travel, the Contractor shall notify the cognizant Mission, with a copy to the Contracting Officer, of planned travel, identifying the travelers and the dates and times of arrival.

COMMUNICATIONS PRODUCTS (OCT 1994)

(a) Definition - Communications products are any printed materials (other than non-color photocopy material), photographic services or video production services.

(b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the contract or approved in writing by the contracting officer. A copy of the standards for USAID financed publications and video productions is attached.

(c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the contract or in writing by the contracting officer:

(1) All communications materials funded by operating expense account funds;

(2) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.

(3) Any communication products that will be sent directly to, or likely to be seen by, a Member of Congress or Congressional staffer; and

(4) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use.

(d) The initial proposal must provide a separate estimate of the cost of every communications product as defined in paragraph (a) above [not just those which meet the criteria in paragraph (c)] which is anticipated under the contract. Each estimate must include all of the costs associated with preparation and execution of the product. Any subsequent request for approval of a covered communication product must provide the same type of cost information.

EXHIBIT B

INSURANCE REQUIREMENTS

Insurance required under this Agreement shall be:

- General Third Party Liability Insurance = minimum coverage JD 100,000
- Professional Liability Insurance = minimum coverage JD 25,000
- Personal Accident Insurance for employees = minimum death benefit of 3 times annual salary

It is specifically agreed that the types and amounts of insurance shall not limit Subcontractor's liability to indemnify, defend, and hold BearingPoint harmless.

EXHIBIT C

EMPLOYEE / CONTRACTOR NON-DISCLOSURE AGREEMENT FORM

It is understood that as part of my official duties under the USAID/Jordan SABEQ Contract # 278-C-00-06-00332-00 I may come in contact with Government procurement sensitive information or proprietary business information from other contractors (e.g., cost data). I, as an official Government contractor employee, certify that I will not disclose, publish, divulge, release, or make known, in any manner or to any extent, to any individual other than an appropriate or authorized Government employee, the content of any procurement sensitive information provided during the course of my employment. I understand that for the purpose of this agreement, procurement sensitive information is to include procurement data, contract information, plans, and strategies. I further certify that I will use proprietary business information only for official purposes in the performance of the SABEQ contract and will disclose such information only to those individuals who have a specific need to know in performance of official Government duties. I specifically will not disclose any such information to employees of my company or any other contractor employees who have not signed this agreement. I will take all reasonable precautions to prevent the unauthorized disclosure and use of such information. I hereby certify that I have read the non-disclosure agreement described above and I am familiar with the directives and policies governing the disclosure of procurement sensitive information. I will fully and completely observe these directives and will not disclose such information to any unauthorized person, or use any information obtained for private use or gain at any time, including subsequent to the performance of duties under the subject contract.

NAME (Please Print)

SIGNATURE

DATE

ORGANIZATION/AFFILIATION

EXHIBIT D

Statement Of Work

Deliverable(s):	2.1.2.9.14.2 IP Judicial Training Manuals
Resource Name:	ASIP (Arab Society for Intellectual Property)
Approved Level of Effort	(Fixed price contract)
Planned Start and	September 15, 2008;
End Date :	December 15, 2008

Introduction and Background

The USAID-funded **Jordan Economic Development Program (SABEQ)** program is a broad economic development initiative implemented by BearingPoint, Inc. and a broad team of international and Jordanian partner firms. By both supporting improvements in the business environment and providing assistance to expand innovation and productivity in Jordanian businesses, SABEQ's technical components support the common objective of building up the private sector—Jordan's companies, innovators and entrepreneurs—as a powerful engine of economic growth.

Expanded Trade and Investment Component Overview:

The main goals of the Expanded Trade and Investment (ETI) Component are to help expand trade and investment, both domestic and foreign, which will lead to increased growth and employment and the further integration of Jordan into the global economy. The ETI Component will help achieve SABEQ goals of improving the competitiveness and productivity of Jordanian firms. It will do so by taking an overview perspective focused on enhancing national trade and investment strategies, policies and institutional capacities. This approach will complement activities of other SABEQ components, particularly Enhanced Productivity and Removing Government Constraints, which will take a more closely focused sector and firm-level approach.

The ETI Component will directly support USAID's Strategic Objective 10, Improved Economic Opportunities for Jordanians. Specifically, the ETI Component will support improvement in the mission's third intermediate result, Increased Depth of Private Sector Growth, particularly by increasing firms' capacities to capitalize on trade agreements.

In pursuit of these and other objectives, the ETI Component will work to strengthen the capacity of key government and private institutions related to trade and investment to fulfill their mandates to deliver core services to clients and constituents. SABEQ will provide support on institutional strengthening including organizational structure, strategy, staffing and human resource development, and legal and regulatory support. Institutions to be supported include:

- Jordan Enterprise (JE)
- Jordan Investment Board (JIB)
- Jordan Industrial Estates Corporation / Free Zones Corporation (JIEC/FZC)
- Jordan Agency for Enterprise and Investment Development (JAED)

ETI will also support the following initiatives:

- Intellectual property rights enforcement
- Government Procurement Agreement and new procurement regulation
- Regulatory Reform of Industrial Estates and Free Zones

- Provision of Trade and Investment Information

To achieve ETI goals, activities will focus on improving the Government of Jordan's trade and investment policy framework and institutional capacity to promote investment and develop trade. Activities will be carried out in three major areas under the following ETI sub-components:

- Improved GOJ Trade and Investment Strategy and Policy Framework
- Expanded GOJ Institutional Capacity of Trade and Investment Agencies
- Enhanced Private Sector Capacity to Expand Trade and Investment

ISSUES TO BE ADDRESSED BY THIS SOW

This SOW sets out guidelines for developing a specialized training manual on Intellectual Property issues to be used as a resource to support the development of a one year IP judicial training program for 30 judges and prosecutors (Magistrate, First Instance, Appeal) from Amman, Irbid, and Aqaba. The SOW provides total LOEs for the consultant of about 68 days, to be carried out over a performance period from on or about September 15, 2008 through December 15, 2008.

GENERAL OBJECTIVES OF THE WORK TO BE UNDERTAKEN

Purpose and Goals:

Jordan has seen tremendous legislative changes over the past five years. More than eleven intellectual property related legislation (copyright, patents, trademarks, industrial designs, unfair competition, trade secrets, integrated circuits, geographical indications, and new plant varieties) were passed from 1999 to 2004, five of which were introduced for the first time. As a result, cases relating to intellectual Property infringements have risen dramatically over the last few years in Jordan. According to the National Library (Copyright Office), more than 1350 copyright infringement cases have been adjudicated by the courts of Jordan from 2000 to 2006.

Although courts are receiving an increasing number of copyright and trademark infringement cases, the existing level of copyright enforcement is still very weak.. IP violations are largely attributed to lack of proper understanding and enforcement of IPR laws by the Jordanian Judiciary.

Based on the above observations, SABEQ sought cooperation of the Higher Judicial Council and the Ministry of Justice in developing a sustainable judicial training program for 30 judges and prosecutors (Magistrate, First Instance, Appeal) from Amman, Irbid, and Aqaba. Both entities welcomed the initiative and ensured full cooperation.

Accordingly SABEQ agreed to develop specialized IP training manuals to be used as a resource to support the development of a one year sustainable judicial training program for approximately 30 judges. The training program will include 5 hours session every month and 6 modules including an Introduction to IP, Trademarks, Unfair Competition, Copyright, Patents and Trade Secrets .

The training manuals will be compiled by experts in the field, namely judges, lawyers, and university professors and will serve as a guide for judges and trainers. It will use some existing material produced by WIPO and other international organizations and a compilation of landmark cases in foreign and Arab jurisdictions. The manual will incorporate customized training material and include innovative teaching methodology encompassing PowerPoint presentations, role plays, case review, quiz, and comparative case studies. The consultant will also develop exam material for each of the 6 modules.

SPECIFIC OBJECTIVES OF THE WORK TO BE UNDERTAKEN

Tasks and Activities

Task 1: Review Background Materials Related to Understanding the Work and Its Context.

Under this consultancy service, the consultant shall review the following and other related materials as considered necessary:

Task 2: Background Interviews Related to Understanding the work and its Context

The consultant shall help contact personally or by email or phone, key individuals or groups of individuals at the following, and related, institutions that may provide relevant information on the current status of infrastructure, proposed future improvements to infrastructure and current thinking on sustainable communities in arid environments:

1. USAID
2. SABEQ Program

Task 3: Tasks Related to Accomplishing the Consultancy's Objectives

The consultant shall carry out the following tasks:

1: The consultant shall help review all the documents listed under Background Reading above, and conduct interviews with organizations listed above.

2: The consultant will develop the customized materials for the training manuals and will contract experts in the field, namely judges, lawyers, and university professors to compile the manual. The consultant will agree with SABEQ on the qualifications and expertise of the experts.

3: The consultant will contract and manage the consultants, develop the manual using innovative teaching methodologies, and ensure that the quality and content of the final manuals comply with best practices.

4: The consultant will develop a manual for each of the following 6 modules ;

Module 1: Introduction to IP

- I. Historical Background
- II. Understanding Intellectual Property
- III. National Dimensions of IP: Domestic Laws and Legal Systems
- IV. Economic Importance of IPR Protection
- V. Areas of Intellectual Property :

- ❖ Trademarks
- ❖ Patents
- ❖ Unfair Competition and Trade Secrets
- ❖ Copyrights and Neighboring Rights
- ❖ Geographical Indications
- ❖ Industrial Designs
- ❖ Integrated Circuits Designs
- ❖ New Plant Varieties

Module 2: Trademarks

- VI. Definition
- VII. Types of Marks
- VIII. Registrable Trademarks
- IX. Ownership and Rights Conferred
- X. Legal Protection :

- ❖ Civil action
- ❖ Criminal action
- ❖ Provisional protection
- ❖ Remedies available

Module 3: Unfair Competition

- XI. General Definition
- XII. Types of Unfair Acts
- XIII. Legal Protection

- ❖ Civil Protection
- ❖ Provisional Protection
- ❖ Available Remedies
- ❖ Case Studies

Module 4: Copyright

- XIV. General
- XV. Protected Works
- XVI. Unprotected Works
- XVII. Ownership and Rights Conferred
- XVIII. Legal protection:

- ❖ Civil
- ❖ Criminal
- ❖ Available Remedies available

Module 5: Patents

- XIX. Types of Patents
- XX. Registration
- XXI. Ownership and Rights Conferred
- XXII. Legal Protection

- ❖ Civil Protection (Civil Action)
- ❖ Criminal Action
- ❖ Interim Injunctions
- ❖ Available Remedies

Module 6: Trade Secrets

- XXIII. What is a Trade Secret
- XXIV. Ownership and Rights Conferred
- XXV. Trade Secrets Infringement
- XXVI. Legal Protection

- 1. Civil Protection

2. Criminal Action
3. Interim Injunction
4. Provisional Protection
5. Available Remedies

5: The consultant will develop the manuals taking into consideration that the training program will take place over a year with a 5 hour session per month and 2 sessions per module.

6: The consultant will incorporate in the manuals existing material produced by WIPO and other international organizations and a compilation of landmark cases in foreign and Arab jurisdictions.

7: The consultant will develop customized training material and include innovative teaching methodology encompassing PowerPoint presentations, role plays, case review, quiz, and comparative case studies. The consultant will also develop exam materials for each of the 6 modules.

8: The consultant will agree with SABEQ and a committee formed by the Head of the National Library, official from the IPPD department and director of Sanad law firm on the content of the manual

9: The consultant will ensure that the manual meets the expectations of SABEQ and the committee

10: The consultant will brief SABEQ of the work progress

Deliverables and Expected Results

Deliverables will include:

- Deliverable 1: USAID-Mandated End of Mission Report, a template for which will be provided, summarizing the consultants' assignment and results
- Deliverable 2: 6 training manuals on IP issues including the following modules; Introduction to IP, Trademarks, Unfair Competition, Copyright, Patents and Trade Secrets. Each manual will include PowerPoint presentations, role plays, case review, quiz, and comparative case studies and exam material for each of the module
- Deliverable 3: A de-briefing presentation for SABEQ staff and USAID management summarizing the manual.

Results will include the following:

The initiative will develop the resources required to support the implementation of a world-class institutionalized judicial intellectual property training program for the benefit of selected judges in Jordan.

Team Required and Level of Effort

The technical team will consist of the following members:

- LOE: 60 LOEs

Personnel and Qualifications

- Qualification 1: Expertise in developing IP training manuals.
- Qualification 2: Familiarity with developing countries, Middle East region and preferably Jordanian context
- Qualification 3; Familiarity with previous and planned activities undertaken by GoJ planning and economic development institutions and related donor programs in Jordan, eg., Jordan Valley Authority, MoPIC, MIT, and with environmental management policy best practices globally.

Policies and Procedures

Notwithstanding that Advisor(s) are retained by a BearingPoint subcontractor, all contractors will observe the SABEQ program policies provided on arrival and available online on the SABEQ program portal. It is incumbent upon all SABEQ advisors to stay apprised of all policies and procedures set forth in these documents. Should the contractor at any time be uncertain of the meaning of any policy and/or procedure presented in these files or any verbal instructions given by SABEQ his/her supervisor(s), it is incumbent upon the contractor to request clarification. Questions regarding these deliverables should be directed to Lindsey Wellons, SABEQ Trade & Investment Component Team Lead at telephone number +962 (6) 550-3050 Ext. 123, lwellons@sabeq-jordan.org., and to Souad Abdel Hamid, Trade & Investment Advisor, sabdelhamid@sabeq-jordan.org..

EXHIBIT E

BUDGET

ASIP RFP 2008-12 Judicial Training		
Deliverable	Task	Total (JOD)
Module 1	Intro to IP	
Module 2	Trademarks	
Module 3	Unfair Competition	
Module 4	Copyright	
Module 5	Patents	
Module 6	Trade Sectrets	
	Total	17,500.00

EXHIBIT F

INVOICING INSTRUCTIONS

1. To the extent authorized by and in accordance with the requirements of the clauses entitled "Allowable Cost and Payment" (FAR 52.216-7), FAR 52.216-8 Fixed Fee (only if applicable), and "Documentation for Payment" (AIDAR 752.7003), the Contractor may request payment for and shall be reimbursed for reasonable, allowable, allocable and necessary costs incurred during the performance of this Agreement, subject to the Federal Acquisition Regulations clauses entitled "Limitation of Cost" (FAR 52.232-20) and "Limitation of Funds" (FAR 52.232-22), whichever is applicable, and other applicable terms and conditions of this Agreement. The Contractor shall submit, not more often than monthly, Voucher Form SF-1034 (original) and SF-1034(a) in four copies each to the Contractor's Technical Representative or his/her designee. Each voucher shall be identified by this Agreement number, as well as the appropriate USAID contract number and other financial data, properly executed, in the amount of dollar expenditures made during the period covered.

2. The voucher forms shall be supported by:
 - a. Original and four copies of a certified fiscal report rendered by the contractor in a form and manner substantially as that appearing in AIDAR 752.7003.

 - b. Contractor agrees to provide BearingPoint with an itemized invoice showing rates for labor and other direct costs as specified above. Contractor agrees to provide BearingPoint with an itemized invoice showing rates for labor, other direct costs, overhead, G&A, and fee.

 - c. The fiscal report shall include a certification, signed by an authorized representative of the Contractor, as follows:

"The undersigned hereby certifies to the best of my knowledge and belief that (i) the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this Agreement and are correct; (ii) the sum claimed under this Agreement is proper and due, and all the costs of Agreement performance (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by the Contractor when due in the ordinary course of business; (iii) the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; (iv) all required Contracting Officer approvals have been obtained; and (v) appropriate refund to USAID will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract."

BY: _____
TITLE: _____
DATE: _____