19 April 2002

STANDARD TECHNICAL ASSISTANCE AGREEMENT

Technical Assistance Agreement Between the Department of the Army and Burgess & Niple, Limited for theRomanian Destructive Water (DESWAT) Project

This Technical Assistance Agreement **(Agreement)** is hereby entered into between Burgess & Niple, Limited, hereinafter referred to as **FIRM,** having its Principal corporate headquarters in Columbus, Ohio, and the Department of the Army, and acting by and through the United States Army Corps of Engineers, Huntington District, hereinafter referred to as **COMMAND,** located in Huntington, West Virginia.

Whereas, the Congress, in enacting Section 9 of the Water Resources Development Act (WRDA) of 1988, PL 100-676, as amended by Section 318(c) of WRDA 1990 (33 USC 2314a), authorized the Secretary of the Army to provide, under certain terms and conditions, technical assistance on a non-exclusive basis to United States firms that are competing for or have been awarded a contract for the planning, design or construction of a project outside the United States.

Whereas, **FIRM** has been awarded a contract for Romanian Destructive Waters Project (DESWAT Project), and **FIRM** is interested in having **COMMAND** assist in the development of Hydrological Assessments for that project.

Whereas, **FIRM** certifies that **COMMAND** is uniquely qualified to provide technical assistance necessary for successful development of the DESWAT Project, project and that such assistance is not otherwise reasonably and expeditiously available.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein, **FIRM** and **COMMAND** agree as follows:

ARTICLE I. Scope and Schedule of Work

Technical assistance shall be performed in accordance with the Scope of Work and Schedule furnished at Appendix A of this Agreement.

ARTICLE II. Financial Obligations

Cost of the Work. The estimated maximum total cost in the development of DESWAT Project is $30,000.00.

Payments to COMMAND. The cost of labor, supplies, materials, equipment, overhead and other expenses, both direct and indirect, computed in accordance with **COMMAND** standard accounting procedures which are incurred by **COMMAND** are necessary to the performance of the work as agreed to by the parties, are chargeable to **FIRM.** The cost of work described at Appendix A of this Agreement, for the development of the DESWAT Project, has been

described in the Cost Plan, Appendix B, of this Agreement. Prior to the commencement of any phase of the work by **COMMAND, FIRM** will place funds in the amount matching the list value of that phase with the Disbursing Officer of the **COMMAND.** The check should be made payable to "**FAO, COMMAND**" and forwarded to United States Army Corps of Engineers, **COMMAND, and ATTN: FAO, Huntington District.** If **COMMAND** forecasts that its actual costs for a phase of the work will exceed the list value, **COMMAND** shall promptly notify **FIRM** of the amount of additional funds needed to complete that phase. **FIRM** shall either provide the additional funds to **COMMAND,** or require that the scope of work for that phase be limited to that which can be paid for with the then-available funds, or direct termination of that phase.

Upon completion of the work described at Appendix A, **COMMAND** shall prepare a financial statement of all costs incurred and submit it to **FIRM.** Within a reasonable period of time after that submittal, **COMMAND** shall refund to FIRM any funds on deposit over and above the total cost incurred or **FIRM** shall pay any additional funds that may be required to reimburse **COMMAND** for the total cost incurred. If **COMMAND** forecasts that the total cost of the work will exceed the estimated maximum total cost set forth above. **COMMAND** shall promptly notify **FIRM** of the amount of additional funds needed to complete the work. **FIRM** shall either authorize **COMMAND** to exceed the estimated maximum and provide the additional funds to **COMMAND;** or require that the scope of work be limited to that which can be paid for within the estimated maximum; or direct termination of the work.

ARTICLE III. Obligation Contingent upon Availability of Funds

The Government's obligation under this agreement is contingent upon the availability of funds provided in advance. No legal liability on the part of the Government may arise until funds are made available to the Government.

ARTICLE IV. Authorized Representatives

Mark Rowland is hereby designated as authorized representative of **FIRM** to act upon all administrative and technical matters.

Alfred L. Branch, Chief, ECLRH-EC is hereby designated as authorized representative of **COMMAND** to act upon all administrative and technical matters arising under this agreement on behalf of **COMMAND.**

(NOTE: If administrative and technical responsibilities are assigned to separate persons/ each person should be identified in this section.)

ARTICLE V. Relationship of Parties

The parties to this agreement act in their independent capacities in the performance of their respective functions under it, and neither party is to be considered the officer, agent or employee of the other.

ARTICLE VI. Privileges and Immunities

Unless existing agreements otherwise provide for the status of such personnel, **COMMAND** shall seek accreditation as members of the administrative and technical staff of the diplomatic mission of the United States in the relevant nation for **COMMAND** and other U.S. Government personnel assigned outside the United States pursuant to this Agreement. In the event **COMMAND** is unable for any reason to secure such accreditation, **COMMAND** may reduce the scope of work under this Agreement to the extent necessary to avoid such assignments outside the United States.

ARTICLE VII. Officials Not to Benefit

No member of, or delegate to, the United States Congress shall be admitted to any share or part of this Agreement, or any benefit that may arise wherefrom; but this provision shall not be construed to extend to this Agreement to the extent that this Agreement is made with a corporation for the corporation's benefit.

ARTICLE VIII. Covenant Against Contingent Fees

The **FIRM** warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or other fee, contingent upon the success of obtaining this Agreement, excepting bonafide Employees or bonafide established commercial or selling agencies maintained by the **FIRM** for the purpose of securing business. For breach or violation of this warranty, the **COMMAND** shall have the right to annul this Agreement without liability or, in its discretion, to add to the price of consideration, or otherwise recover, the full amount of each contingent fee.

ARTICLE IX. Equal Opportunity.

During the performance of this Agreement, **FIRM** shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor concerning Equal Employment Opportunity. Notwithstanding any other clauses in this Agreement, disputes relative to the preceding sentence will be governed by the procedures in 41 CFR 60-1.1.

ARTICLE X. Export Control Laws.

FIRM is hereby placed on legal notice that, pursuant to the terms of the Export Administration Acts of 1979 and 1981, 50 USC app. 2401-2420, and the implementing regulations found at 15 CFR 768-779, an export license from the Department of Commerce may be required before exporting data or commodities to a foreign country or a foreign person within the United States. The **COMMAND** shall have the right to deny any export to which these laws and regulations would apply.

ARTICLE XI. International Agreements

COMMAND, or other Government employees, will not be required under this Agreement to perform any act that violates the terms of any International Agreement contained in Appendix

T of the Defense Supplement to the Federal Acquisition Regulations (DFAR), nor any other International Agreement that is binding on the Department of Defense or its employees.

ARTICLE XII. Environmental Compliance

COMMAND, or other Government employees, will not be required under this Agreement to perform any act that violates the provisions of Executive Order 12114, The Endangered Species Act of 1973, other United States environmental policies and regulations, or the environmental laws or policies of the country in which technical assistance is provided. The **COMMAND** will immediately notify the **FIRM** of actions specified in this Agreement, or requested by the **FIRM** that, in the opinion of the **COMMAND,** have the potential of violating United States or another government's environmental laws or policies. Articles XIV and XV of this Agreement shall apply to resolution and disposition of conflicts arising under this Article.

ARTICLE XIII. Liability

a. **Hold and Save. FIRM** agrees to hold and save the Government, and its employees acting on behalf of the Government, free from damages due to the planning, design, construction, operation, or maintenance of the project for which the **FIRM** executed this Agreement.

b. **No Warranty.** Except as specifically stated herein, the Government makes no express or implied warranty as to any matter whatsoever, including the conditions of the research or any invention or product, whether tangible or intangible, made or developed under this Agreement, or the ownership, merchantability, or fitness for a particular purpose of the research or of any invention or research.

ARTICLE XIV. Disputes.

Any dispute arising under this Agreement, which cannot be readily resolved, shall be submitted jointly to the signatories of this Agreement; with each party agreeing to seek in good faith to resolve the issues through negotiation or other forms of non-binding alternative disputes resolution mutually acceptable to the parties. A joint decision of the signatories or their designees shall be the disposition of such dispute.

ARTICLE XV. Termination by Unilateral Action

a. The Government, by written notice, may terminate this Agreement, in whole or in part, when it is in the Government's interest, such as when it is determined to be in the national interest to reassign Government personnel or Government facilities to other duties. Except in an emergency situation, thirty (30) days written notice will be given to the **FIRM** prior, to termination.

b. **FIRM** may terminate the Agreement, in whole or in part, when it is in its interest, upon providing thirty (30) days written notice. However, all expenses incurred by the Government due to the termination action will be borne by the **FIRM.**

c. If **FIRM** unilaterally terminates this agreement, unless otherwise agreed to in writing by the parties, the **FIRM** shall return any and all Government-furnished data in its possession

and will retain no rights to use, limit others' use, or publish said data after the effective date of the unilateral termination. If the **FIRM** unilaterally terminates this Agreement, any exclusive or non-exclusive license entered into by the parties shall be simultaneously terminated unless the parties otherwise agree in writing.

ARTICLE XVI. Termination by Mutual Action

Parties to this Agreement may elect to terminate this Agreement, or portions thereof, at any time by mutual consent. In such event, the parties shall specify the disposition of all property, patents, copyrights, other intellectual property, and other results of work accomplished or in progress arising from or performed under this Agreement.

ARTICLE XVII. Governing Law

The construction, validity, performance and effect of this Agreement for all purposes shall be governed by the laws applicable to the Government of the United States.

ARTICLE XVIII. Patent Rights

a. **Definitions.**

(1) "Invention" means any invention or discovery, conceived or first actually reduced to practice in the performance of this Agreement, which is or may be patentable or otherwise protectable under the patent laws of this or any foreign country.

(2) "Practical application" means to manufacture in the case of a composition or product/ to practice in the case of a process or method, or to operate in the case of a machine or system; and in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

(3) "Made" when used with respect to any invention means the conception or first actual reduction to practice of such invention.

b. **Reporting.**

COMMAND and **FIRM** shall disclose to each other, within sixty (60) days after the invention is disclosed in writing to personnel responsible for patent matters or within sixty (60) days after the invention has been made whichever is earlier, any invention made in the performance of this Agreement. This disclosure shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and physical characteristics of the invention to a person having ordinary skill in they are to which the invention pertains. The disclosure shall also identify any publication, sale, or public use of the invention and whether the manuscript describing the invention has been submitted for publication and; if so, whether it has been accepted for publication. In addition, after disclosure, both parties shall notify the other in writing within sixty (60) days of an acceptance for publication of any manuscript describing the invention, any sale, or any public use.

c. **FIRM Employee Inventions:**

(1) **FIRM** shall have the right to elect to retain title to the patent rights in this and any foreign country in any invention made pursuant to this Agreement solely by the employees of the **FIRM.** In those cases where **FIRM** elects to retain title, FIRM shall file a patent application in the United States Patent Office, if the United States was elected, and the Patent Offices of all elected foreign countries, at its own expense, before the running of any statutory bar period which will bar the granting of a patent on the invention under the local patent laws. FIRM may assign or otherwise transfer any such patent rights. **FIRM** hereby grants to the **COMMAND,** on any invention to which **FIRM** elects to retain or obtain title, a nonexclusive, irrevocable, paid-up license to practice the invention or have the invention practiced throughout the world by or on behalf of the United States Government. The Parties may negotiate an exclusive license to **COMMAND** on such an invention.

(2) In cases where **FIRM** does not elect to retain title to an invention made pursuant to this Agreement solely by employees of **FIRM, COMMAND** shall have the right to elect to obtain title to the patent rights in this and any foreign country. However, notwithstanding anything to the contrary, **FIRM** shall retain a nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention or have the invention practiced by other United States firms throughout the world.

(3) If **COMMAND** elects to obtain title to the patent rights in accordance with paragraph c. (2) of this Article, **COMMAND** shall notify **FIRM** in writing of which countries, including the United States, it elects.

(4) **FIRM** shall provide to **COMMAND** a confirmatory instrument evidencing the transfer of patent rights (title and/or license) to **COMMAND** within 90 days of receipt of a written request from **COMMAND** for the confirmatory instrument.

d. **COMMAND or Joint Employee Inventions:**

(1) **COMMAND** shall have the right to elect to retain title to the patent rights in this and any foreign country in any invention made pursuant to this Agreement solely by the employees of the **COMMAND** or jointly by employees of the **COMMAND** and **FIRM.** In those cases where **COMMAND** elects to retain title, **COMMAND** shall file a patent application in the United States Patent Office, if the United States was elected, and the Patent Offices of all elected foreign counties, at its own expense, before the running of any statutory bar period which will bar the granting of a patent on the invention under the local patent laws. **COMMAND** may assign or otherwise transfer any such patent rights. **COMMAND** hereby grants to **FIRM,** on any invention to which **COMMAND** elects to retain or obtain title, a nonexclusive, nontransferable/ irrevocable, paid-up license to practice the invention or have the invention practiced throughout the world by or on behalf of **FIRM.** The Parties may negotiate an exclusive license to **FIRM** on such an invention.

(2) In cases where **COMMAND** does not elect to retain title to an invention made pursuant to this Agreement solely by employees of **COMMAND** or jointly by employees of **COMMAND** and **FIRM, FIRM** shall have the right to elect to obtain title to the patent rights in this and any foreign country. However, notwithstanding anything to the contrary, **COMMAND,**

as required by 33 USC 2314(a), shall retain a nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention or have the invention practiced throughout the world by or on behalf of the United States.

(3) If **FIRM** elects to obtain title to the patent rights in accordance with paragraph d (2) of this Article, FIRM shall notify COMMAND in writing of which countries, including the United States, it elects.

(4) **COMMAND** shall provide to **FIRM** a confirmatory instrument evidencing the transfer of patent rights (title and/or license) to FIRM within 90 days of receipt of a written request from FIRM for the confirmatory instrument.

e. **Both Parties:** Both parties agree to cooperate with each other in the preparation and filing of patent applications in this or any foreign country. The expense of preparing and filing a patent application in this or a foreign country shall be borne by the party filing the patent application. Each party shall provide the other party with a copy of any patent application filed in this or a foreign country within thirty (30) days after filing along with the power to inspect the patent application.

f. **Preference for U.S. Industry: FIRM** agrees that any product, embodying Inventions made under this Agreement or produced through the use of such inventions, used or sold by FIRM or any licensee or sub licensee shall be manufactured substantially in the United States.

g. **March-in Rights:** In accordance with the procedures in section 27.304-l (g) of the Federal Acquisition Regulation (March 26, 1984), **COMMAND** has the right to require **FIRM,** its assignee, or its exclusive licensee to grant a nonexclusive or exclusive license in any field of use to a responsible applicant(s), upon reasonable terms of any invention upon a determination by **COMMAND** that:

(1) **FIRM** has not taken, or is not expected to take within a reasonable time effective steps to bring the invention to the point of practical application in such field of Use;

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by **FIRM,** its assignees or licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by **FIRM,** its assignees or licensees; or

(4) **FIRM,** its assignees or licensees are in breach of the "Reference for U.S. Industry" provision in paragraph f. of this Article.

ARTICLE XIX. Copyrights

FIRM shall grant to **COMMAND** a non-exclusive, paid-up, worldwide license under any copyright owned by **FIRM** in any work of authorship first reduced to a tangible medium of expression in the performance of this agreement. This nonexclusive license grants the United

States Government, for Government purposes only, the right to reproduce the work in copies or phono records, the right to distribute copies or phone records to the public, the right to perform or display the work publicly, the right to prepare derivative works based upon the work, and the right to have others do so for Government purposes. Government purposes include competitive procurement, but do not include the right to have or permit others to use the copyrighted work for commercial purposes.

ARTICLE XX. Release of Trade Secrets, Technical Data and Confidential or Proprietary Information

a. **COMMAND** will not disclose, outside of the Government, any trade secrets, commercial or financial information or other proprietary information provided by the **FIRM** pursuant to or under this agreement. This restriction does not limit the Government's right to use the information contained in the data if it is obtainable from another source without restriction.

b. Information of a confidential nature, such as proprietary or classified information provided to the **FIRM,** pursuant to or under this agreement, shall be protected. Such information may be released by **FIRM** only after written approval of the Secretary of the Army.

ARTICLE XXI. Representations and Warranties

a. **Representations and Warranties of COMMAND: COMMAND** hereby represents and warrants to **FIRM** as follows:

(1) Organization. **COMMAND** is a Federal Division of the U.S. Army Corps of Engineers and is wholly owned by the U.S. Government. One of **COMMAND's** substantial purposes is the planning, engineering, construction, operation and maintenance of inland waterway projects by employees of said Government.

(2) Mission. The performance of activities specified by this Agreement are consistent with the mission of **COMMAND.**

b. **Representations and Warranties of FIRM: FIRM** hereby represents and warrants to **COMMAND as follows:**

(1) Organization. **FIRM,** as of the date hereof, is a Limited Liability Partnership duly organized, validly existing and in good standing under the laws of the State of Ohio and that it is fully empowered under existing law to enter into this Agreement; and

(2) Power and Authority. **FIRM** has the requisite power and authority to enter into this Agreement and to perform according to the terms thereof.

(3) Due Authorization. The Board of Directors and stockholders of **FIRM** have taken all actions required to be taken by law, **FIRM's** Certificate or Articles of Incorporation, its bylaws or otherwise, to authorize the execution and delivery of this Agreement.

(4) The execution and delivery of this Agreement does not contravene any material provision of, or constitute a material default under any material agreement binding on **FIRM,** or any valid order of any court, or any regulatory agency or other body having authority to

which FIRM is subject.

(5) **FIRM** certifies to the best of its knowledge and belief that

a. FIRM, and/or any of its principals,

(1) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) Have not, within a three-year period preceding the date of this Agreement/ been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen -property; and

(3) Are not presently indicted for, or otherwise criminally or civilly charged by a government entity with. commission of any of the offenses set forth in (2) above.

b. "Principals," for the purpose of this certification, means officers; Directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

ARTICLE XXII. Examination of Records

COMMAND shall maintain books, records, documents, and other evidence pertaining to costs and expenses incurred under this Agreement, to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment. supplies, and services and other costs and expenses of whatever nature involved therein. To the extent permitted under applicable Federal laws and regulations, **COMMAND** shall make available at its offices at reasonable times, the accounting records for inspection and audit by an authorized representative of **FIRM** during the period this Agreement is in effect and for a minimum of three years after the same is terminated.

ARTICLE XXIII. Miscellaneous

a Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any prior understanding or written or oral agreement relative to said matter.

b. Headings. Titles and headings of the Sections and Subsections of this Agreement are for the convenience of references only and do not form a part of this Agreement and shall in no way affect the interpretation thereof.

c. Waivers. None of the provisions of this Agreement shall be considered waived by any party hereto unless such waiver is given in writing to all other parties. The failure of any party to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights provided herein by law, shall not be deemed a waiver of any rights of any

party hereto.

d. Severability. The illegality or invalidity of any provisions of this Agreement shall not impair, affect or invalidate the other provisions of this agreement.

e. Amendments. If either party desires a modification in this Agreement, the parties shall, upon reasonable notice of the proposed modification by the party desiring the change, confer in good faith to determine the desirability of such modification. Such modification shall not be effective until a written amendment is signed by all the parties hereto by their representatives duly authorized to execute such amendment.

f. Assignment. Except as otherwise provided in this Agreement, neither this Agreement nor any rights or obligations of any party hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other party except that **FIRM** may assign this Agreement to the successors or assignees of a substantial portion of **FIRM'S** business interests to which this Agreement directly pertains. However, it is understood that **COMMAND** is executing this Agreement as an agent of the Government and that any rights or data created under this Agreement are freely transferable within the Government and shall not be deemed as "assignment" as contemplated by this clause; provided, however, that **COMMAND** and the Government will maintain all trade secrets developed hereunder in trust and confidence without disclosure to third parties during the term hereof and thereafter so long as such trade secrets are not rightfully in the public domain.

g. Drug-Free Workplace. During the performance of this Agreement, FIRM shall be required to comply with the intent of the Drug-Free Workplace Act of 1988, 41 USC 701, et seq., which requires the establishment of a drug-free workplace.

h. Notices. All notices pertaining to or required by this Agreement shall be in writing and shall be signed by an authorized representative and shall be delivered by hand or sent by certified mail, return receipt requested, with postage prepaid, addressed as follows:

If to **FIRM:**

Burgess & Niple, Limited
ATTN: Mark R. Rowland
5085 Reed Road
Columbus, Ohio 43220

If to **COMMAND:**

U.S. Army Corps of Engineers
ATTN: Alfred L. Branch
502 Eighth Street
Huntington, WV 25701

j. **Use of Name or Endorsements.** By entering into this agreement, **COMMAND** does not directly or indirectly endorse any product or service provided, or to be provided, whether directly or indirectly related to this agreement, or to any patent or other intellectual property

license or agreement which implements this agreement, by the **FIRM** or its successors, assignees, or licensees. The **FIRM** shall not in any way state or imply that this Agreement is an endorsement of any such product or service by the Government, or any of its organizational units or employees, except to the extent that permission is specifically granted in accordance with the procedures set forth in Army Regulation 360-5, Public Information.

ARTICLE XXIV. Duration of Agreement and Effective Date

It is mutually recognized that the development of the DESWAT Project cannot be rigidly defined in advance, and that the contemplated time periods for completion of the package are good faith guidelines, subject to adjustment by mutual agreement, to fit circumstances if the current schedule is modified. In no case will this Agreement extend beyond December 31, 2003, unless it is revised in accordance with Article XXIII (e) of this Agreement.

It is further agreed that the provisions of Articles X, XIII, XVIII, XIX, XX, and XXI shall survive the termination of this Agreement.

Effective Date. This Agreement shall enter into force as of the date of the last signature of the parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as follows:

For **FIRM:**

Mark R. Rowland
Mark R. Rowland
Manager
Date 22 April 2002

For **FIRM:**

Francis C. Smith
Manager
Date 22 April 2002

For **COMMAND:**

John D. Rivenburgh
Colonel, Corps of Engineers
Commanding
Date 19 April 2002

APPENDIX A

SCOPE OF SERVICES

The following is a description of professional services for work items to be performed by the United States Army Corps of Engineers, Huntington District (COE) as a sub-contractor to Burgess & Niple, Limited (B&N) in conjunction with the Romanian Destructive Waters (DESWAT) Project. The work items described below are directly related to the Technical Approach and Work Plan as described in the B&N feasibility proposal.

PHASE 1

The authorized representative from COE will join B&N in a visit to the Romanian National Institute of Meteorology, Hydrology and Water Management (INMH) in Bucharest, Romania, on April 29–May 2, 2002. The purpose of the visit is to revise and finalize B&N proposed scope of services as dictated by the revised project schedule of INMH. Following the visit, the COE scope of services as described in PHASE 2 may be revised.

PHASE 2

1. Provide technical direction in the review of existing hydrometeorological data as described in Task 1.0 of B&N's Technical Work Plan. This will focus on Task 1.4, Baseline Conditions and Inception Report, items 2 and 6 (project objectives and pilot testing work plan, respectively).

2. Provide technical direction and independent technical review of Task 2.0 of B&N's Technical Work Plan. Under Task 2.1, this direction and review will be provided for items 1, 2, 5-9.

3. Make appropriate personnel available for a Romanian delegation visit to the Huntington District. The purpose of this visit will be to share technology and procedures with visiting Romanian delegation. This visit will be up to 2 days long. The COE shall also send two flood warning system experts to visit B&N (Columbus, Ohio office) during the Columbus, Ohio portion of the Romanian delegation's visit to the United States.

4. Attend up to 4 team meetings (assume two people per meeting). Two of these meetings will be in Columbus, Ohio and two of these meetings will be held in Huntington, West Virginia.

APPENDIX B

PHASE 1

Time and expenses for the COE's authorized representative visit to Romania will not exceed $8,000.

PHASE 2

Technical services as outlined will be completed at a cost not to exceed $22,000. Technical services may be revised as a result of Phase 1.