

DECISION

THE COMPTROLLER GENERAL
OF THE UNITED STATES
WASHINGTON, D.C. 20548

FILE:

B-210103

DATE:

May 25, 1983

MATTER OF:

Agency for International Development--
Request for Decision

DIGEST:

Personal services contractor under contract funded by Agency for International Development claims reimbursement for temporary lodging based upon the contract rate of \$66 per day for each family member. Although the agency suggests that the contract rate was intended as a maximum amount and that only actual expenses should be reimbursed (subject to the maximum), the contractor should be reimbursed the amount claimed, since the contract provision governing the temporary lodging allowance clearly authorizes reimbursement based on the flat rate.

This is in response to a request from a certifying officer of the Agency for International Development (AID) for a decision concerning the propriety of reimbursing Dr. G. Johnson \$12,936 for 49 days of temporary lodging incurred by Dr. Johnson, his wife and two children. Dr. Johnson is a personal services contractor employed by the Asian Institute of Technology in Bangkok, Thailand, and the contract is funded by AID. We believe the claim should be paid.

Section 28 of the contract concerns allowances for local expenses. Section 28(a) provides:

"a. Temporary Lodging Allowance

Only authorized upon initial arrival in Thailand not to exceed 3 months and upon final departure from Thailand not to exceed one month. * * *

US \$66.00 per day for each member of the family 11 years of age or over, US \$33.50 per day for each member of the family under 11 years of age."

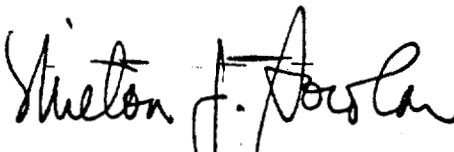
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The amount claimed by Dr. Johnson was determined by multiplying the rate of \$66 per day for each member of the family by 49 days, and does not reflect the actual costs that were incurred. The question presented for our determination is whether section 28(a) of the contract authorizes the payment of the temporary lodging allowance in the manner claimed or whether, as AID suggests, the provision merely establishes maximum rates, and thus contemplates the payment of actual expenses subject to those limitations.

The primary rule interpreting contracts is to ascertain and give effect to the mutual intention of the parties. Williston on Contracts § 618 (3rd ed. 1961). If the language used in the contract is clear and unambiguous, that language generally governs as the embodiment of the parties' mutual intention. Id. § 629.

The clear language of section 28(a) authorizes the payment of \$66 and \$33.50 per day, as appropriate, for each day in which temporary lodging expenses were incurred. Although AID asserts that the allowance was not intended to be additional compensation, but rather was intended to reimburse Dr. Johnson for expenses actually incurred incident to this overseas employment, there is nothing in section 28(a) that establishes the stated allowance as a maximum payment only. Furthermore, we note that the section 28 provision authorizing a housing allowance expressly states that the authorized amounts are maximum amounts, and the section 28 provision authorizing an education allowance expressly states that actual costs will be paid. In these circumstances, we find the absence of similar limiting language in section 28(a) particularly relevant with respect to ascertaining the parties' mutual intent regarding the temporary housing allowance.

Accordingly, the plain language of section 28(a) authorizes the reimbursement of flat rates of \$66 per day and \$33.50 per day for temporary lodging expenses incurred by Dr. Johnson and his family notwithstanding actual costs incurred.

for 
Comptroller General
of the United States