Fixed Amount Award Template

An Additional Help for ADS Chapter 303
Fixed Amount Award Template

[DATE]

[Awardee Name and Address]

Subject: Fixed Amount Award No. [Award Number], under [Request for Application/Annual Program Statement] [Award Title]

Dear [Awardee Contact]:

Pursuant to the authority contained in the U. S. Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development (hereinafter referred to as "USAID"), hereby awards to the [Name of Awardee] (hereinafter referred to as "Recipient"), the sum of U.S. Dollars $[Award Amount] payable in U.S. Dollars for U.S. recipients and local currency for Non-U.S. recipients, according to the Milestone Budget shown in the Schedule, Attachment 1, to support the subject award, as more fully described in the Program Description, Attachment 2.

By signing this Grant Agreement, Recipient agrees that:

1. The recipient will comply with the terms and conditions as set forth in the attachments listed following the signature below, which are incorporated as part of the Grant Agreement.

2. Recipient will maintain records of transactions related to the Grant Agreement for at least three years after payment of the final milestone. After the end of the agreement, USAID retains the right, at its discretion, to examine all or a sample of the recipient’s records or transactions related to the Grant Agreement where concerns of implementation irregularities arise.

3. USAID is not liable for reimbursing the recipient for any amount in excess of the obligated amount, or outside of the grant period, as provided in the Schedule.

4. Unless otherwise provided in the Schedule, title to any equipment or personal property purchased to accomplish any milestones under this Agreement vests in the recipient upon acquisition, with the condition that the recipient must use the equipment or property for the grant as long as it is needed for such.

5. Recipient will obtain the USAID Agreement Officer’s (AO) written approval prior to any changes to: 1) the activities being supported by this Grant; 2) the fixed amount of this grant; 3) the milestones; or 4) change in the Grant Agreement completion date.
6. USAID will conduct monitoring of the grant program, including site visits as appropriate.

7. On submission of the voucher for payment for the final milestone, the Recipient must certify that the grant is completed and the Recipient will make no further claim against the grantor after final payment.

8. This award may be terminated by either party at any time, in whole or in part, 30 calendar days after receipt of written notification by the other party. If USAID terminates this award, the Recipient may submit a claim within 90 calendar days of such termination for any costs incurred in performance of any unpaid or incomplete milestones. The Agreement Officer must determine the amount(s) to be paid by USAID to the recipient under such claim in accordance with the legally applicable Cost Principles.

9. Any dispute under this award will be decided by the AO. Notwithstanding any other term of this award, subawardees and contractors have no right to submit claims directly to USAID and USAID assumes no liability for any third party claims against the recipient.

Please sign the original and each copy of this letter to acknowledge receipt and confirm acceptance of the Grant Agreement, and return the original and all but one copy to the Agreement Officer.

Sincerely,

Agreement Officer

Attachments:

1. Schedule
2. Program Description
3. Branding Strategy and Marking Plan

ACKNOWLEDGED by Recipient’s duly authorized representative: Signature: ______________________

Name: ______________________ Title: ______________________
Phone: ___________________________

Email: ___________________________

Date: ___________________________

ACCOUNTING DATA:

xxxxxxxxxxx
xxxxxxxx

Payment Office:
ATTACHMENT 1

SCHEDULE

A. PURPOSE OF GRANT

The purpose of this grant is to provide support for the program described in Attachment 2, Program Description.

B. GRANT PERIOD

The effective date of this grant is [Start Date]. The completion date of the grant is [End Date] or ["upon submission of the final milestone” (see example below in Milestone chart.]).

C. AMOUNT OF AWARD AND PAYMENT

1. USAID hereby awards the amount of US$[Award Amount] for purposes of this grant. See complete detailed Budget attached within the Program Description.

2. Payment will be made ["pursuant to the Standard Provision "Advance Payment and Refunds." (if advances are authorized). OR [(if advances are not authority, use the following: )"to the Grantee upon presentation to the USAID Controller at USAID/[Insert W or Mission] an original and two copies of a properly prepared voucher using the SF-1034, with a certification that the Milestone being billed has been completed and providing any other documentation required by USAID specified with each milestone. Each voucher will be identified by the award number, specify the Milestone that is being billed, and the fixed amount associated with that Milestone. Payment shall be within 30 days after receipt of a proper voucher or the verification by USAID of milestone completion for which payment is requested, whichever is later. USAID reserves the right to withhold payment subject to milestone completion verification.

   The Recipient is encouraged to submit the above referenced payment documentation as e-mail attachments to the e-mail address provided for the Payment Office. Payment documentation may also be submitted in hard copy paper form to the Payment Office."]

D. GRANT AGREEMENT BUDGET

1. Following is the Schedule of Milestones associated with the program which has been agreed upon between the USAID and the Recipient, for funding under this Grant Agreement.

2. The accomplishment of each Milestone will be based on the successful submittal or completion of the tasks or deliverables delineated for that Milestone.
<table>
<thead>
<tr>
<th>Milestone</th>
<th>Description of Milestone</th>
<th>Required Deliverable</th>
<th>Completion Date (if applicable)</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>[Example: Acceptance of a detailed work plan and monitoring and evaluation plan]</td>
<td>[Example: AOR approved work plan and M&amp;E plan, showing concurrence by Ministry of Agriculture]</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>5</td>
<td>[Example: Acceptance of Final Report]</td>
<td>[Example: AOR approved Final Report, as described]</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

[milestones are in sequential order unless the schedule provides otherwise.]
ATTACHMENT 2

SAMPLE PROGRAM DESCRIPTION FOR: PREFEASIBILITY STUDIES OF AGRICULTURAL INVESTMENT PROJECTS IN COUNTRY A

1. STATEMENT OF PURPOSE

[Insert]

2. BACKGROUND

[Insert]

3. PROGRAM GOALS AND OBJECTIVES

[Insert]

4. ACTIVITIES AND TIMELINES

<table>
<thead>
<tr>
<th>Milestone/Description</th>
<th>Estimated Time to Complete</th>
<th>Detailed Activity and Output</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. KEY PERSONNEL (if applicable)

1.  
2.  
3.  

6. EXPECTED OUTCOMES

[Insert]

7. PROJECT OVERSIGHT

[Insert]

8. CLOSEOUT

[Insert]
ATTACHMENT 3

Branding Strategy and Marking Plan [if applicable]

Branding Strategy

Positioning

What is the intended name of this program, project, or activity?

Will a program logo be developed and used consistently to identify this program? If yes, please attach a copy of the proposed program logo.

Program Communications and Publicity

Who are the primary and secondary audiences for this project or program?

What communications or program materials will be used to explain or market the program to beneficiaries?

What is the main program message(s)?

Will the recipient announce and promote publicly this program or project to host country citizens? If yes, what press and promotional activities are planned?

Please provide any additional ideas about how to increase awareness that the American people support this project or program.

Acknowledgements

Will there be any direct involvement from a host-country government ministry? If yes, please indicate which one or ones. Will the recipient acknowledge the ministry as an additional co-sponsor?

Please indicate if there are any other groups whose logo or identity the recipient will use on program materials and related communications.

Marketing Plan

Public communications, commodities, and program materials

A description of the public communications, commodities, and program materials that the recipient will be produced as a part of the grant or cooperative agreement and which will visibly bear the USAID Identity. These include:

i. program, project, or activity sites funded by USAID, including visible infrastructure projects or other programs, projects, or activities that are physical in nature;
ii. technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities and other promotional, informational, media, or communications products funded by USAID;

iii. events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences, and other public activities; and

iv. all commodities financed by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs, and all other equipment, supplies and other materials funded by USAID, and their export packaging.

Table of program deliverables which will be marked with USAID Identity

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Type of marking and material(s)</th>
<th>When and where marking will occur</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Table of program deliverables which will not be marked with USAID identity

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Rationale for not marking deliverable</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ATTACHMENT 4

[Standard Provisions]