Sample 632(b) Reimbursement Agreement
From USAID to Another Agency

REIMBURSEMENT AGREEMENT

BETWEEN THE

UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT

AND THE

[DEPARTMENT OF __________]

I. AUTHORITY AND PURPOSE

A. Under section ____ of the Foreign Assistance Act of 1961, as amended, and the ________ Appropriations Act, the United States Agency for International Development (“USAID”) is authorized to ______________________.

B. Under section 632(b) of the Foreign Assistance Act of 1961, as amended, USAID may utilize the services and facilities of, or procure commodities from, any federal agency. USAID wishes to obtain the goods and services requested herein from the [Department of ______ ] (“the Servicing Agency”) for the purpose of ____________________.

C. Accordingly, USAID will reimburse the Servicing Agency $_____________ (“Reimbursement Amount”) for supplying the goods and services requested herein.

II. REQUESTED GOODS AND SERVICES

A. Background
B. **Scope of Work** *(or reference attachment; must be detailed enough to support an obligation of funds)*

The Servicing Agency will

C. **Budget** *(or reference attachment; must be detailed enough to support an obligation of funds)*

D. **Reports**

III. **FUNDING TERMS AND CONDITIONS**

A. Signature of this Agreement by USAID and the Servicing Agency constitutes an obligation of the Reimbursement Amount. USAID funding for this Agreement is limited to the Reimbursement Amount. Unless USAID agrees otherwise in writing, funds obligated under this Agreement are available for expenditures under this Agreement until the Completion Date as defined in Article VII of this Agreement. Funds not expended by the Servicing Agency by the Completion Date and funds expended for purposes or activities not authorized by this Agreement must be promptly refunded to USAID.

B. Except as USAID may otherwise agree in writing, the Servicing Agency must, not later than nine months following the Completion Date, submit to USAID requests for reimbursement or liquidation of outstanding advances under this Agreement. Funds that have not been disbursed and for which reimbursement requests have not been received by USAID as of nine months following the Completion Date may be unilaterally deobligated by USAID.

C. The Servicing Agency must ensure that all statutory or other restrictions on expenditures of the funds transferred in this Agreement are fully complied with.

D. The Servicing Agency will bill USAID through the Intra-governmental Payment and Collection system, using accounting classification information specified at the end of this Agreement. Upon request by the Servicing Agency, USAID will provide funds to the Servicing Agency in advance of receiving the requested goods and services.

E. The Servicing Agency will administer the funds it receives under this Agreement in accordance with all applicable law.
F. If the Servicing Agency is authorized to receive advance funding, the Servicing Agency must provide the Cognizant Technical Officer (CTO) and USAID paying office quarterly financial statements showing the status of amounts advanced and amounts expended during the quarter in a format comparable to the budget elements outlined in this agreement. These statements must be received by the CTO and USAID within 45 days after the close of the quarter.

IV. RESPONSIBILITIES

A. USAID

USAID will:

1. Ensure that funds are available to cover the cost of the requested goods and services.

2. Reimburse the Servicing Agency up to the Reimbursement Amount for the requested goods and services.

3. [Provide the Servicing Agency with a designated [program/technical] officer to consult with the Servicing Agency [Contracting] officer and the Servicing Agency [technical] officer concerning the goods and services requested. The USAID [program/technical] officer will not be in direct contact with the Servicing Agency [contractor/grantee] unless the Servicing Agency specifically approves the terms and conditions of such contacts in writing.]

B. The Servicing Agency

The Servicing Agency will:

1. Receive reimbursement from USAID to cover the cost of the requested goods and services.

2. Ensure that all funds received are properly committed and obligated for the purposes specified herein and that expenditures conform to applicable guidelines.

V. RECORDS

The Servicing Agency will maintain (describe records).
VI. POINTS OF CONTACT

[A. Financial Officers

For USAID

_______________________________

For the Servicing Agency

_______________________________

[Name]

___/___/___ [Office symbol, title]

United States Agency for International Development

1300 Pennsylvania Avenue, N.W.

Room _____

Washington, DC 20523-____

B. Technical Officers

For USAID

_______________________________

___/___/___ [Office symbol, title]

United States Agency for International Development

1300 Pennsylvania Avenue, N.W.

Room _____

Washington, DC 20523-____

For the Servicing Agency

_______________________________

VII. COMPLETION DATE

The planned completion date of this Agreement, i.e., the estimated date by which all USAID-financed services will have been performed and all USAID-financed goods will have been furnished under this Agreement, is ______________, or such other date as the parties may agree to in writing (“Completion Date”). Except as USAID may otherwise agree in writing, funds made available under this Agreement may not be used to finance services performed after the Completion Date or goods furnished after the Completion Date.
VIII. SUPPORT TO TERRORISM

The Servicing Agency is reminded that U.S. Executive Orders and U.S. laws prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Servicing Agency to ensure that all subagreements, contracts, and grants issued under this Agreement comply with these Executive Orders and laws.

UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT

[Name]
[Deputy] Assistant Administrator
Bureau for [    ]

Date____________________

ACCOUNT NUMBERS:

USAID:

[THE SERVICING AGENCY]:

SERVICING AGENCY

[Name]
[Title]
[Office]

Date____________________