Sample Economy Act Order
To USAID

REIMBURSEMENT AGREEMENT

BETWEEN THE

[DEPARTMENT OF ___________

AND THE

UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT

I. AUTHORITY AND PURPOSE

A. Under [section ____ of the ____________ Act], the [Department of ________](the “Ordering Agency”) is authorized to support _______________. [Under the Economy Act, 31 U.S.C. 1535 and 1536, as amended (the “Economy Act”), the Ordering Agency is authorized to order goods and services from other federal agencies, subject to certain determinations.] The Ordering Agency wishes to obtain goods and services requested from the United States Agency for International Development (“USAID”) for the purpose of ________________.

B. As required by the Economy Act, the Ordering Agency has determined that

1. Funds are available for the requested goods and services;

2. This Agreement is in the best interest of the United States Government;

3. USAID is able to provide the requested goods and services or obtain them by contract; and
4. The goods and services requested by the Ordering Agency from USAID cannot be provided by contract as conveniently or cheaply by a commercial enterprise.]

C. Accordingly, the Ordering Agency will reimburse USAID $____________ (“Reimbursement Amount”) during fiscal year 20__ for supplying the goods and services requested in this Agreement. USAID will supply the requested goods and services in accordance with [the Economy Act] and other authority governing the activities of USAID.

II. REQUESTED GOODS AND SERVICES

A. Background

B. Scope of Work

USAID will

C. Budget (or reference attachment) (include USAID 10 percent indirect cost rate, if applicable)

D. Reports

III. FUNDING TERMS AND CONDITIONS

A. All funds provided by the Ordering Agency under this Agreement are to be obligated by USAID before the end of the period of availability of the appropriation, which is September 30, 20__, by either providing the requested goods or services or making authorized contracts or other commitments with another person to provide the requested goods or services. Any unobligated but expired funds may not be obligated in subsequent periods. USAID will notify the Ordering Agency at least 15 days before the end of the period of availability of the appropriation so that this Agreement may be modified, if appropriate, to reduce the Reimbursement Amount. For any funding requirements exceeding the Reimbursement Amount, USAID must request additional funding from the Ordering Agency.

[B. USAID will bill the Ordering Agency through the Online Payment and Collection (OPAC) System, using accounting classification information specified at the end of this Agreement. Upon request by USAID, the Ordering Agency will provide funds to USAID in advance of receiving the requested goods and services.]
C. USAID will administer the funds it receives under this Agreement in accordance with all applicable law and in accordance with USAID policies and regulations.

IV. RESPONSIBILITIES

A. Ordering Agency

The Ordering Agency will:

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

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

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

B. USAID

USAID will:

1. Receive reimbursement from the Ordering Agency 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 Ordering Agency and USAID will maintain (describe records).
VI. POINTS OF CONTACT

[A. Financial Officers

For the Ordering Agency

_______________________________

For USAID

_______________________________

[Name]
____/____/___ [Office symbol, title]
United States Agency for International Development
1300 Pennsylvania Avenue, N.W.
Room _____
Washington, DC 20523-____

B. Technical Officers

For the Ordering Agency

_______________________________

For USAID

_______________________________

____/____/___ [Office symbol, title]
United States Agency for International Development
1300 Pennsylvania Avenue, N.W.
Room _____
Washington, DC 20523-____

[VII. COMPLETION DATE

The planned completion date of this Agreement is _____________, or such other date as the parties may agree to in writing.]

[VII. DURATION OF AGREEMENT

This Agreement will remain in effect until the requested goods and services have been supplied.]
ORDERING AGENCY

[Name]
[Title]
[Office]

Date____________________

ACCOUNT NUMBERS:

USAID:

[ORDERING AGENCY]:

UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT

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

Date____________________