PROGRAM CONTRIBUTION AGREEMENT

Between the United States of America, acting through the United States Agency for International Development (“USAID”) and ________________ (“Recipient”)

1. Activity Title: _________________

2. USAID Activity Number: ________________

3. Purpose: USAID and the Recipient hereby agree to ________________ (hereafter, “Activity”). [Include a description of the purpose of the Agreement (which may include, but is not limited to, the following: to fulfill Congressional and Presidential directives to take advantage of donor coordination and other advantages inherent in Public International Organization (PIO)-implemented projects; to support and strengthen a PIO’s capacity; to participate in multi-donor efforts administered or implemented by the PIO; to strengthen the capacity of a host country government via the PIO; or to recognize the PIO’s special status) and what positive development impact the assistance will support or effect in the host country.]

4. USAID Grant: Pursuant to its authorities under the Foreign Assistance Act of 1961, USAID hereby grants to the Recipient U.S. $____________ to be expended as described in this Agreement. The purpose of the Agreement is met upon disbursement by USAID to the Recipient.

5. Estimated Completion Date: ________________

6. This Agreement consists of (a) this Title Page, (b) Annex 1, the Program of Work Description, and (c) Annex 2, Indicative Budget for the Activity.

7. Disbursement. Within 30 days of the last signature to this agreement, USAID will disburse the Program Contribution to the Recipient in U.S. Dollars by electronic funds transfer to the following site:

   Bank: ________________
   Beneficiary: ________________
   Account: ________________
   ABA: ________________
   SWIFT/BIC: ________________
   FEIN #: ________________
   Address: ________________
8. Reports and Financial Management

   a. The Recipient agrees to furnish USAID an annual financial statement, certified by 
      the [Head of Accounting], concerning the outputs of the account supported by this 
      Agreement. These annual statements will be provided by March 31 of each year of the 
      period covered by this contribution.

   b. The Recipient confirms that this award will be administered according to the 
      [Financial Regulations] of the Recipient. The expenditure will be recorded in the 
      accounts of the Recipient, which follow generally accepted accounting principles and will 
      be subject to audit in accordance with the Recipient’s standard audit procedures.

9. Information and Marking. The Recipient will give appropriate publicity to the 
   Agreement as a program to which the United States contributes.

10. Termination and Other Remedies.

   a. Either party may terminate this Agreement in its entirety by giving the other party 
      90 days written notice. In addition, USAID may terminate this Agreement in whole or in 
      part, upon giving the Recipient written notice, if the Recipient substantially fails to 
      comply with any provision of this Agreement, after efforts have been made by both 
      parties to resolve the issues.

   b. In the event of termination by USAID or in the event of termination by either 
      party in the event of force majeure circumstances, the termination will not apply to funds 
      irrevocably committed in good faith by the Recipient, including those entered into with 
      third parties, before the termination date indicated in the notice of termination, provided 
      that the commitments were made in accordance with this Agreement. Any portion of this 
      Agreement which is not terminated will remain in full force and effect. If, however, the 
      Recipient considers that the reduced funding makes the continuation of the Activity, or 
      any part of the Activity, impracticable, the Recipient may terminate the Agreement in 
      whole or in part.

   c. USAID, notwithstanding the availability or exercise of any other remedies under 
      this Agreement, may require the Recipient to refund a proportionate amount of the Grant 
      in the event that the cost of the Activity is below total contributions by donors. If the 
      provided, unspent balances attributed to USAID, as of the estimated completion date, is 
      two percent or less of the amount contributed under this Agreement, then the Recipient 
      may apply these balances to the continuation and close-out of the program of work 
      beyond this date. The Recipient agrees to report to USAID within two years on how the 
      balances were used for the purposes of this Agreement. In all cases, the Recipient must 
      contact the USAID financial management representative listed below within 90 days of 
      the estimated completion date, in the event of the availability of unspent and 
      uncommitted funds.

a. Consistent with numerous United Nations Security Council resolutions, including S/RES/1269 (1999), S/RES/1368 (2001), and S/RES/1373 (2001), both USAID and the Recipient are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of USAID to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. In accordance with this policy, the Recipient undertakes to use reasonable efforts to ensure that none of the USAID funds provided under this Agreement are used to provide support to individuals or entities associated with terrorism.

[Other provisions to be considered based on subject matter of the activity.]

12. USAID Mailing Addresses:

USAID’s technical representative for this Agreement by account is:

___________________
___________________
___________________
U.S. Agency for International Development
[1300 Pennsylvania Avenue, NW]
[Washington, D.C. 20523-6802 USA]
[email]
Phone: ______________  Fax: ______________

USAID’s financial management representative for this Agreement is:

___________________
___________________
___________________
U.S. Agency for International Development
[1300 Pennsylvania Avenue, NW]
[Washington, D.C. 20523-7700 USA]
[email]
Phone: ______________  Fax: ______________

13. Recipient Mailing Address:

The Recipient’s representative for this Agreement is:

___________________
___________________
___________________
The Recipient’s financial management representative for this Agreement is:

14. For the Recipient

Signature: ____________________
Name: ______________________
Title: ______________________
Date: ______________________
Grant No. __________________

15. For USAID:

Signature: ____________________
Name: ______________________
Title: ______________________
Date: ______________________
USAID PROGRAM CONTRIBUTION FISCAL DATA

1. Appropriation: ________________
2. Fiscal Year: ________________
3. Budget Account: ________________
4. Amount Obligated for this Action: $______________
5. Total Obligated Amount: $______________
6. Total Estimated Amount: $______________
7. Cost-Sharing Amount (Other Donors): $______________
8. Activity Title: ________________
9. Agreement Officer’s Technical Representative (AOTR):
   ________________
   ________________
   ________________
   ________________
   ________________
   ________________
   ________________
10. Tax I.D. Number: ________________
11. DUNS No.: ________________
12. LOC Number: ________________
13. Paying Office:
   ________________
   ________________
   ________________
   ________________
   ________________
   ________________
14. NMS/Org. ID: ________________

Award No. ________________
Annex 2 – Indicative Budget for the Activity

Award No. __________________

308sac_040711