Template for Project Contribution

A Mandatory Reference for ADS Chapter 308

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PROJECT 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, including “other transaction” authority, 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 thirty (30) days of the last signature to this agreement, USAID will disburse the Project 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. Financial Management and Reporting; Fraud, Corruption, and Financial Mismanagement

a. The Recipient agrees to furnish USAID an annual financial report, certified by the [Authorized Official], concerning the financial information of the account supported by this Agreement. These annual reports will be provided within 90 days of the recipient’s year end during the time period covered by this contribution.

b. The Recipient confirms that this agreement 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.

c. The Recipient must, consistent with its internal control policies and procedures, take all appropriate measures to prevent corrupt, fraudulent, collusive, coercive and obstructive practices in connection with the use of the proceeds provided by USAID under the Agreement.

d. In the event that the Recipient determines that there are credible and material allegations of fraud, corruption, collusion or coercion in relation to activities financed under the Agreement that result in the Recipient opening an investigation into such allegations (an “Investigation”), the Recipient shall, in accordance with its applicable policies and procedures:

   - Take timely and appropriate action with respect to such allegations and, where relevant, seek appropriate redress, including potential sanctions;

   - As soon as practicable, inform USAID of the outcome of the Investigation;

   - Take all necessary actions to recover the funds that are the subject of an investigation where the Recipient has determined it appropriate; and

   - To the extent that any funds are refunded to USAID following an investigation, the Recipient shall use such funds for the same purposes as the original contribution, unless otherwise agreed between the Parties.

9. Progress Reporting; Review or Evaluation of Activities

a. The Recipient shall provide USAID with [annual] [semi-annual] written progress reports [by _____] [by _____ and ______]. The progress reports shall be provided with reference to the results framework agreed by the Parties and such results framework may be reviewed by the Parties from time to time. Within (6) months of
the end date of this Agreement, the Recipient shall provide USAID with a final narrative progress report for the Agreement.

b. USAID may review or evaluate activities financed under the Agreement at any time up to the end of the Agreement period. The Parties shall agree on the scope and conduct of such review or evaluation, and the Recipient shall provide all relevant information within the limits of the Recipient’s applicable policies and procedures. All associated costs, including any costs incurred by the Recipient, shall be borne by USAID. It is understood that any such review or evaluation will not constitute a financial, compliance, or other audit of the Recipient.

10. Termination and Refunds

a. Either party may terminate this Agreement in its entirety by giving the other party ninety (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. It is expected that the funds contributed to USAID will be fully disbursed by the Recipient by [insert date] (The “End Disbursement Date”). Following the End Disbursement Date, the Recipient shall return any remaining unspent balance to USAID on a pro rata basis with regard to the total funds contributed by other donors.

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

12. Other Provisions

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.]

13. USAID Mailing Addresses:

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

____________________
____________________

U.S. Agency for International Development
[1300 Pennsylvania Avenue, NW]
[Washington, DC 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, DC 20523-7700 USA]
[Email]
Phone: _____________ Fax: _____________
14. Recipient Mailing Address:

The Recipient’s representative for this Agreement is:

__________________________

__________________________

__________________________

__________________________

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

__________________________

__________________________

__________________________

__________________________

15. For the Recipient:

Signature: ____________________
Name: ________________________
Title: _________________________

Date: _________________________
Grant No. ____________________

16. For USAID:

Signature: ____________________
Name: ________________________
Title: _________________________

Date: _________________________
USAID PROJECT 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 Representative (AOR):______________
   ________________
   ________________
   ________________
   ________________
   ________________
   ________________
10. Tax I.D. Number: ________________
11. DUNS No.: ________________
12. LOC Number: ________________
13. Paying Office:______________
   ________________
   ________________
   ________________
   ________________
   ________________
14. NMS/Org. ID: ________________

Agreement No. _____________
Annex 2 – Indicative Budget for the Activity

Agreement No. ____________

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