



USAID
FROM THE AMERICAN PEOPLE

Standard Externally Financed Output (EFO) Template (World Bank)

A Mandatory Reference for ADS
Chapter 308

New Edition Date: 08/24/2018
Responsible Office: GC/A&A and PPL/DC
File Name: 308mak_082418



XXXX __, 2018

[Project Director/Manager]
[Organization]
[Address]

Subject: [Name of Project]
USAID Agreement No. AID-XXX
World Bank Externally Funded Output (EFO) no. XXX

Dear []:

Under the authority contained in the Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development (USAID) hereby provides to the World Bank (the "Bank") up to US \$[] to provide support for a program of [Project Objective/Description] in [Country of Project], as provided in Attachment 1 (the Schedule) and described in Annex 2 (Description of the Externally Financed Output Agreement) (together with this cover letter referred to hereinafter as the "Agreement").

This Agreement is effective and obligation is made as of the date of this letter and will apply to expenditures made by the Bank in furtherance of program objectives during the period beginning with the effective date and ending [].

This Agreement is made to the Recipient on condition that the funds are administered in accordance with the terms and conditions as set forth in Attachment 1 (the Schedule), Attachment 2 (the Standard Provisions), Annex 1 (the Externally Funded Output ("EFO") Agreement and Annex 2 (Description of the EFO), all of which have been agreed to by your organization.

Please sign the original and all enclosed copies of this letter to acknowledge your receipt of the Agreement, and return the original and all but one copy to me. This Agreement shall become effective as of the date of the last signature.

Sincerely yours,

Agreement Officer [USAID]

ACCEPTED AND AGREED:

[World Bank]

BY: _____

TITLE: _____

DATE: _____

Attachments:

1. Schedule
2. Standard Provisions

Annexes:

1. Externally Funded Output ("EFO") Agreement
2. Description of EFO

USAID FISCAL DATA

For Mission Actions:

1. Appropriation:
2. BFY Fund:
3. Requisition No.:
4. Program Area:
5. Total Obligated Amount: \$
6. Total Estimated Amount: \$
7. Cost Sharing Amount:
8. Paying Office:
9. Org. ID:
10. DUNS No.:
11. LOC Number:

Attachment 1: Schedule

A. Purpose of the Agreement

The purpose of this Agreement is to [Project Description/Objective] in [Country of Project] as more specifically described in Annex 2 (Description of the EFO) of this Agreement.

B. Period of the Agreement

The effective date and expiration date of this Agreement are as stated in the cover letter.

C. Amount of the Agreement and Payment

USAID hereby obligates the amount of \$[] for purposes of this Agreement. USAID shall not be liable for reimbursing the Bank for any amount in excess of the obligated amount.

The Bank will provide deliverables under this Agreement as set out in Annex 2, and payment of the Agreement by USAID will correspond to submission of these deliverables, as provided in Annex 2.

A request for payment on Form SF-270 shall be provided with each deliverable, indicating that it is a request for reimbursement for the agreed costs of the relevant deliverable.

In the event the time prescribed herein should prove insufficient for the Bank to provide any deliverable or to complete the Agreement, the Agreement Officer may provide such extension as may be deemed advisable, upon the execution of an amendment to this Agreement. All requests for extension must be received in writing at least 10 days prior to the relevant date.

D. Reporting and Evaluation

The Bank agrees to furnish USAID the reports set out in Annex 2 concerning the outputs of the account supported by this Agreement. The final completion report will confirm that the funds received under this Agreement were applied to the EFO described.

The Bank confirms that this award will be administered according to its financial regulations. The receipts, expenditure and fund balance will be recorded in the accounts of the Bank, and will be subject to an independent audit in accordance with the Bank's standard audit procedures.

The Bank must prepare and submit 2 copies of the final report required by this Agreement to the USAID Development Experience Clearinghouse. E-Mail all documents to docsubmit@usaid.org. If you wish to mail the documents, you may do so to:

USAID Development Experience Clearinghouse
M/CIO/ITSD/KM
Ronald Reagan Building M. 01
U.S. Agency for International Development

Washington, D.C. 20523

E. Points of Contact

USAID's technical representative for this Agreement is:

[Name]
[Position]
[Address]
[Email address]
Phone: [] Fax: []

USAID's financial management representative for this Agreement is:

[Name]
[Position]
[Address]
[Email address]
Phone: [] Fax: []

The Bank's representative for this Agreement is:

[Name]
[Position]
[Address]
[Email address]
Phone: [] Fax: []

F. Special Provision

1. The USAID Geographic Code for this award is 935.

Attachment 2: Standard Provisions

1. Amendment (August 2018)

The parties may amend the Agreement by mutual agreement, by formal modifications to the Agreement, or by means of an exchange of letters between the Agreement Officer and the Bank's authorized representative.

2. Nonliability (August 2018)

USAID does not assume liability for any third party claims for damages arising out of the Agreement.

3. Notices (August 2018)

Any notice given by USAID or the Bank will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax. Notices to USAID should be sent to the Agreement Officer at the address specified in the Agreement and to any designee specified in the Agreement. Notices to the Bank should be sent to the Bank's address shown in the Agreement or to such other address designated in the Agreement.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

4. Audit and Records (August 2018)

2. It is understood that financial records, including documentation to support entries on accounting records and to substantiate charges against the Agreement, will be maintained in accordance with the Bank's usual accounting procedures, and will be subject to an independent audit in accordance with the Bank's standard audit procedures. The Bank must maintain such financial records for at least three years after the Bank's final disbursement of funds under the Agreement. The recipient agrees to furnish copies of its independent audit reports to USAID along with other related information, as may be reasonably requested by USAID with respect to questions or findings arising from the audit report.

5. Agreement Budget Limitations and Revisions (August 2018)

- a. The approved Agreement Budget is the financial expression of the Bank's program as approved during the award process. USAID is not obligated to reimburse the Bank for any costs incurred in excess of the total amount obligated under the Agreement.
- b. The Bank must immediately request approval from the Agreement Officer when there is reason to believe that, within the next 30 calendar days, a revision of the approved Agreement Budget will be necessary for any of the following reasons:
 - (1) To change the scope or the objectives of the program or to add any new activity.
 - (2) Additional funding is needed.

(3) The Bank expects the amount of USAID authorized funds to exceed its needs by more than \$20,000 or ten percent (10%) of the Agreement, whichever is greater.

- c. The Bank will not be obligated to continue performance under the Agreement (including actions under the “Termination Procedures” provision) or otherwise to incur costs in excess of the amount obligated under the Agreement, unless and until the Agreement Officer notifies the Bank in writing that the obligated amount has been increased and specifies the new total amount authorized under the Agreement.

6. Termination Procedures (August 2018)

The Agreement may be terminated by either party, in whole or in part, at any time with 90 days written notice of termination. After receiving a termination notice from the Agreement Officer, the Bank must take immediate action to cease all expenditures financed by the Agreement and to cancel all unliquidated obligations if possible. The Bank may not enter into any additional obligations under the Agreement after receiving the notice of termination, other than those reasonably necessary to effect the close out of the Agreement. Except as provided below, no further reimbursement will be made after the effective date of termination. As soon as possible, but in any event no later than 120 days after the effective date of termination, the Bank must repay to USAID all unexpended USAID funds that are not otherwise obligated by a legally binding transaction applicable to the Agreement. If the funds paid by USAID to the Bank before the effective date of termination are not sufficient to cover the Bank’s obligations under a legally binding transaction, then the Bank may submit a written claim for such amount to USAID within 120 days after the effective date of termination. The Agreement Officer will determine the amount(s) to be paid by USAID to the Bank under the claim in accordance with the “Allowable Costs” provision of the Agreement.

7. Financial Management, Procurement, and Evaluation (WB/IDA (August 2018))

To the extent not inconsistent with other provisions of the Agreement, USAID and the Bank understand that funds made available to the Bank must be administered in accordance with the Bank’s own financial rules and regulations, and that the Bank will follow its own policies and procedures including its procurement and evaluation policies and procedures.

8. Dispute Resolution (August 2018)

USAID and the Bank will use their best efforts to amicably settle any dispute, controversy, or claim that results from, or relates to, the Agreement.

9. Title to and Disposition of Property (WB/IDA (August 2018))

Ownership of equipment, supplies, and other property purchased with funds under the Agreement will vest in the Bank during the life of the Agreement. Disposition of excess property financed under the Agreement will be made in accordance with the Bank’s policies and procedures.

10. WB/IDA Disability Policy (August 2018)

The Bank has an established practice of not discriminating against persons with disabilities in the implementation of Bank activities and hiring of World Bank staff. Consistent with its

policies, procedures, and guidelines and depending on the scope of the activities, the Bank commits to include men and women with disabilities and benefit children with disabilities in the award activities.

11. Terrorist Financing (August 2018)

Recognizing the obligations of the United States and other member countries under various United Nations Security Council Resolutions to take measures to prevent financing of terrorists, the Bank undertakes to use reasonable efforts, consistent with the agreement establishing the Bank and its own policies, including those pertaining to combating financing for terrorists, to ensure that the funds provided under the Agreement are used for their intended purposes and are not diverted to terrorists or their agents.

To the extent the Bank uses the funding provided by USAID under the Agreement for the purpose of providing funding to other entities, the Bank will include a provision in each such sub-agreement/subcontract that the entity:

- a. Will not use the proceeds of the award or contract for the purpose of any payment to persons or entities, or for the import of goods, if such payment or import, to the Bank's knowledge or belief, is prohibited by a decision of the United Nations Security Council taken under **Chapter VII of the Charter of the United Nations** (<http://www.un.org/en/sections/un-charter/chapter-vii/>), including under **S/RES/1373(2001)** ([http://www.un.org/en/sc/ctc/specialmeetings/2012/docs/United Nations Security Council Resolution 1373 \(2001\).pdf](http://www.un.org/en/sc/ctc/specialmeetings/2012/docs/United%20Nations%20Security%20Council%20Resolution%201373%20(2001).pdf)) and related resolutions, and
- b. Will include a corresponding provision in any sub-tier agreements that the entity enters into with other entities using USAID funding under this award.

12. Publications and Media Releases (August 2018)

- a. If the Bank intends to identify USAID's contribution to any publication, video, or other information/media product resulting from the award, the product must state that the views expressed by the author(s) do not necessarily reflect those of USAID. Acknowledgements must identify the sponsoring USAID Bureau/Independent Office or Mission and the U.S. Agency for International Development substantially as follows. "This [publication, video, or other information/media product (specify)] was made possible through support provided by the Office of _____, Bureau for _____, U.S. Agency for International Development, under the terms of Award No. _____. The opinions expressed in this [publication, video, or other information/media product] are those of the author(s) and do not necessarily reflect the views of the U.S. Agency for International Development."

The Bank must provide USAID with one copy of all published works developed under the award and with lists of other written works produced under the Agreement or a link to the relevant website.

- b. Except as otherwise provided in the terms and conditions of the Agreement, the author or the Bank is free to copyright any books, publications, or other copyrightable materials developed in the course of or under the Agreement, but USAID reserves a royalty-free,

nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for U.S. Government purposes.

13. Reporting of Foreign Taxes (August 2018)

The Bank is not subject to taxation of activities implemented under the Agreement based on its privileges and immunities as a public international organization (PIO). The funds provided under the Agreement may not be used to pay taxes.

14. Foreign Government Delegations to International Conferences (August 2018)

Funds provided under the Agreement may not be used to finance the travel, per diem, hotel expenses, meals, conference fees, or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, unless approved by the Agreement Officer.

Agreement by USAID to [Project Description/Objective] in [Country of Project]
Externally Financed Output (the EFO)

1. We are pleased to acknowledge on behalf of the [Organization] (the Bank) the intention of USAID (the Contributor) to provide the sum of up to [United States dollars] (US\$[]) (the Funds) to finance the [Project Description/Objective in [Country of Project] Externally Financed Output (the EFO), which forms part of the Bank's [Country/Sector/Project] work program. The Contributor may subsequently contribute additional funding support for the EFO, which shall be governed in all respects by the present EFO Agreement (this Agreement). The initial contribution and any subsequent funding from the Contributor shall be referred to as the EFO Funds in this Agreement.
2. The EFO Funds shall contribute to the preparation of output(s) and/or activities(s) as described in the Annex attached hereto (Description of the EFO). The Annex constitutes an integral part of this Agreement.
3. The EFO Funds shall be utilized by the Bank in accordance with the Bank's applicable policies and procedures, as the same may be amended from time to time, including its framework to prevent and combat fraud and corruption and its screening procedures to prevent the use of Bank resources to finance terrorist activity and their diversion to drug trafficking activities, in line with the Bank's obligations to give effect to the relevant decisions of the Security Council, taken under Chapter VII of the of Charter of the United Nations. The Contributor acknowledges that this provision does not create any obligations of the Bank under the anti-terrorist financing and asset control laws, regulations, rules and executive orders of an individual member country that may apply to the Contributor, nor shall it be deemed a waiver, express or implied, of any of the privileges and immunities of the Bank.
4. The Contributor will make payment(s) of the EFO Funds in accordance with the payment schedule as specified in Annex 2.
5. The Contributor will deposit the EFO Funds into the [Organization] bank account as the Bank Contact specifies in writing to the Contributor Contact.
6. When making such deposit, the Contributor shall instruct its bank to include in its payment details information (remittance advice) field of its SWIFT payment message, information indicating: the amount paid, that the payment is made by the Contributor for the "[Organization]-USAID EFO [Project Description/Objective] in [Country of Project]" (XXXXEFO Number to be provided by the Bank Contact)", and the date of the deposit. In addition, the Contributor shall provide a copy of the Contributor's deposit instruction to the Bank's Corporate Expense Services Division by e-mail sent to rectrv@worldbank.org or by fax sent to USA (202) 614-1315.
7. It is expected that the EFO will be completed by [Completion Date] or by such later date as the Bank and the Contributor may agree upon in writing.
8. The offices responsible for coordination of all matters related to carrying out this Agreement and the EFO are set out in the Schedule of this Agreement.
9. The Bank shall have sole responsibility for the supervision and carrying out of the EFO and

shall deliver to the Contributor EFO progress and Completion reports as specified in Annex 2. In the event of any changes in the EFO, the Bank and the Contributor may agree to changes to the scope, content, and timing of the EFO and changes to the amount of the EFO Funds. Decisions on any such changes shall be documented by a revision of the Annex to this Agreement, duly signed and dated by the representatives of the Contributor and the Bank. The Contributor understands and agrees that the Bank will not provide any reporting on the EFO Funds provided under this Agreement beyond the standard EFO progress reports, will not maintain separate records and accounts for the EFO Funds, and will not have any further responsibility to the Contributor with respect to the EFO Funds otherwise than stated in this Agreement.

10. Where appropriate to do so in the opinion of the Bank, the Bank shall acknowledge the Contributor's contribution in any reference made by the Bank with respect to the EFO in publications, speeches, press releases or other similar materials.

11. The Bank shall be solely responsible for the adequacy and quality of the EFO, and payment will not be unreasonably withheld due to any assessment by the Contributor acting in good faith on the adequacy or quality of the EFO. In the event that the Bank determines or decides, for any reason whatsoever, that completion of the EFO is no longer justified within the Bank's work program priorities, or will be substantially delayed compared to the date specified in paragraph 7 above or as amended, other than in any case for causes beyond its reasonable control, the Bank shall refund to the Contributor an appropriate portion of the EFO Funds, as determined by the Bank in its sole discretion, acting in good faith, after taking into account any work that may have been already carried out.

12. The Contributor will not be responsible for the activities of any person employed by the Bank as a result of this Agreement, nor will the Contributor be liable for any costs incurred by the Bank in terminating the engagement of any such person.

13. Nothing in or related to this Agreement is intended to be or should be construed as a waiver of the privileges and immunities of the Bank or its officers and employees, which privileges and immunities are hereby specifically reserved as set forth in the Bank's Articles of Agreement and other applicable rules of international law.

14. The Contributor and the Bank shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of or relating to this Agreement.

15. The Bank and the Contributor will disclose this Agreement and related information on the EFO in accordance with the World Bank's and Contributor's Policy on Access to Information.

16. The Contributor does not assume liability for any third party claims for damages arising out of this EFO.

17. This Agreement may be amended only by written agreement between the Bank and the Contributor.

Description of the EFO# _____

A. Summary

Responsible Bank Unit:

Planned Completion Date of the EFO (as set out in Attachment 1): []

USAID Contribution Amount: US\$[]

B. Outputs and Activities:

1. Objectives:

2. Description of Activities and Outputs:

3. Reporting:

EFO Completion Report, and as provided below.

C. Payment Schedule and Deliverables:

308mak_031820