



Template for Program Contribution

Additional Help for ADS Chapter 308

New Reference: 04/07/2011
Responsible Office: M/OAA/P
File Name: 308sac_040711

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.

11. Other Provisions.

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