



USAID
FROM THE AMERICAN PEOPLE

Sample Cover Letter and Schedule for Agreements with Public International Organizations

An Additional Help for ADS Chapter 308

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**Sample Cover Letter and Schedule for
Agreements to Public International Organizations**

Mr. John Doe
(Title)
(Organization)
(Address)

(Date)

Subject: Agreement No. _____

Dear Mr. Doe:

Under the authority contained in the Foreign Assistance Act of 1961, as amended, including "other transaction" authority, the U.S. Agency for International Development (USAID) hereby agrees to (Organization)(the recipient), the sum of \$_____ to provide support for a program in _____ as described in Attachment 1 (the Schedule) of this agreement and in Attachment 2, entitled "Program Description."

This agreement is effective and obligation is made as of the date of this letter and will apply to expenditures made by the Recipient 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 Program Description); and Attachment 3 (the Standard Provisions); 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.

Sincerely yours,

Agreement Officer

Attachments:

1. Schedule
2. Program Description
3. Standard Provisions

ACKNOWLEDGED:

(Organization)

BY: _____

TITLE: _____

DATE: _____

FISCAL DATA

For AID/W Actions:

Appropriation: _____
Fiscal Year: _____
Fund Account: _____
Obligated Amount this Action: _____
Total Obligated Amount: _____
Total Estimated Amount: _____
Paying Office: _____

For Mission Actions:

Appropriation: _____
Budget Plan Code: _____
MAARD No.: _____
Strategic Objective No. _____
Total Obligated Amount: _____
Total Estimated Amount: _____
Paying Office: _____

Attachment 1: Schedule

A. Purpose of Agreement

The purpose of this agreement is to provide support for (title of program), as more specifically described in Attachment 2 (the Program Description) of this agreement.

B. Period of Agreement

1. The effective date of this agreement is _____. The expiration date of this agreement is _____.

(For incrementally funded agreements add the following sentence:)

2. Funds obligated hereunder are available for program expenditures for the estimated period from _____ to _____ as shown in the Agreement Budget below.

C. Amount of Agreement and Payment

(For fully funded agreements use the following:)

1. USAID hereby obligates the amount of \$_____ for purposes of this agreement.
2. Payment shall be made to the Recipient in accordance with procedures set forth in Attachment 3 (the Standard Provisions).]

- or -

(For incrementally funded agreements use the following in place of the above:)

1. The total estimated amount of this agreement for the period shown in B.1 above is \$_____.
2. USAID hereby obligates the amount of \$_____ for program expenditures during the period set forth in B.2. above and as shown in the Agreement Budget below.
3. Payment will be made to the Recipient in accordance with the procedures set forth in Attachment 3 (the Standard Provisions).
4. Additional funds up to the total amount of the agreement shown in C.1.

above may be obligated by USAID subject to the availability of funds, the mutual agreement of the parties to proceed, and the requirements of the Standard Provision of the Agreement entitled "Revision of Agreement Budget."

(For agreements that will (i) use a letter of credit payment mechanism, and (ii) will include activities funded by more than one USAID operating unit or under two or more program areas, include the following clause.)

The recipient must use funds obligated under this agreement and any subsequent modifications from the specific Operating Units (OU) and Program areas (PA) for activities approved in the agreement and detailed in the program description, as applicable. Program disbursements for each OU/PA must not exceed the amounts specified in the accounting and appropriations data for each OU and PA.

D. Agreement Budget

The following is the Agreement Budget. Revisions to this Budget may be made only in accordance with the Standard Provision of this Agreement entitled "Revision of Agreement Budget."

(Insert the Agreement Budget, including any administrative fees.)

E. Reporting and Evaluation

(Describe both fiscal and technical reporting requirements and evaluation criteria and schedules. Specify the address to which each report is to be delivered.)

The recipient must prepare and submit a copies of the final report required by this agreement to the USAID Development Experience Clearinghouse). Submission instructions can be found at <http://dec.usaid.gov>.

The title page of all reports forwarded to USAID must include a descriptive title, the author's name, agreement number, the project number and title, the recipient's name, the name of the USAID office, and the publication or issuance date of the report.

F. Privileges and Immunities

The Parties agree that this agreement is not intended to be an international agreement governed by international law. Nothing in this agreement or any agreement or document entered into in connection with this agreement shall imply a waiver, express or implied, by the Recipient or USAID of any privileges or immunities enjoyed by them pursuant to international or national agreements, or

under domestic law.

G. Special Provision

(Use this paragraph to add special agreement conditions, delete inapplicable Standard Provisions and to add provisions of special applicability as necessary, such as waivers, authorized local cost financing, title to property, source and origin requirements, and any alterations to the Standard Provisions that have been approved as deviations.)