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PASA
Schedule, Annex A, Annex B, and Annex C

Schedule

A. PURPOSE OF AGREEMENT

This Agreement between the [**Participating Agency**] (the Participating Agency) and the United States Agency for International Development (USAID) is entered into under the authority of Section 632(b) of the Foreign Assistance Act of 1961, as amended, 22 U.S.C. Sec. 2392(b). Under this Agreement the Participating Agency will provide technical services to USAID in accordance with the Statement of Work set forth in Annex A to this Agreement. USAID and the Participating Agency may modify this Agreement by mutual agreement in writing. As used in this Agreement, a “cooperating country” is a country receiving assistance under this Agreement.

B. PERIOD OF AGREEMENT

The effective date of this Agreement is the latter date in Blocks 13A and 13B on the face sheet. It is the date when the Participating Agency may begin to incur costs to support the technical services the Participating Agency will provide under this Agreement. The Completion Date of this Agreement is set forth in Block 8 of the face sheet of this Agreement, and it is the last day on which Participating Agency may incur costs under this Agreement, unless the Agreement Officer agrees otherwise in writing. The Start Date found in Block 7 of the face sheet of this Agreement is the estimated date on which the services of Participating Agency personnel performing services under this Agreement will begin at the USAID post of assignment. Unless the USAID Agreement Officer specifically authorizes otherwise in writing in advance, the Participating Agency may not provide services to USAID under this Agreement beyond the Completion Date.

C. FISCAL TERMS

1. **Obligation:** Signature of this Agreement by the Participating Agency and the USAID Agreement Officer (in Blocks 13A and 13B of the face sheet of this Agreement) constitutes an obligation of funds by USAID in the amount specified in Block 9B of the face sheet. USAID funding for this Agreement is limited to the total obligated funding (Block 9C of the face sheet). Unless the USAID Agreement Officer specifically authorizes otherwise in writing in advance, the Participating Agency may not incur costs greater than the total obligated funding.

2. **Budget:** Annex B sets forth the Budget for the services that the Participating Agency will provide under this Agreement. The Participating Agency may adjust individual line items in the

Budget, provided that (1) the Participating Agency does not exceed the total obligated funding; (2) an adjusted line item does not increase by more than 10 percent; and (3) the Participating Agency notifies USAID in writing of the adjustments. Increasing a budget line item by more than 10 percent requires the prior written approval of the USAID Agreement Officer.

D. REPORTS

The Participating Agency must prepare and submit the technical and other reports required under the clause of this Agreement entitled, “REPORTS,” of Annex C, Standard Provisions [.]], except as follows:

(State changes to the “Reports” clause, including requirements for additional reports.)

The Participating Agency will submit the required reports to the USAID Agreement Officer and the USAID Cognizant Technical Officer at the addresses indicated in blocks 13B and 12B, respectively, of the face sheet of this Agreement.

E. PAYMENT

[If USAID/Washington is the designated Paying Office:]

- [1. The Participating Agency must bill USAID through the Intra-governmental Payment and Collection system.

The USAID financial contact person is the Office Chief, M/FM/CMP/IBU, at 202-712-0519 (telephone) and 202-216-3543 (fax). The USAID Agency Location Code (ALC) for billings is 72-000001.

- [2. Any other Financial Reports must be addressed to

United States Agency for International Development
M/FM/CMP/IBU
Inter-Agency Billing Unit
1300 Pennsylvania Avenue, N.W.
Room 7.07-064
Washington, D.C. 20523-0208

[If a Mission Controller is the USAID Paying Office, fill in and substitute the following clause for E.1 and 2 above:]

- [1. The USAID Paying Office and corresponding address for this Agreement is

The USAID financial contact person is _____, at (____) ____-____. The USAID Agency Location Code (ALC) for billings is __-____.]

The Intra-governmental Payment and Collection system is USAID's preferred method of being billed. However, the Participating Agency may also bill USAID using Standard Form 1081, or another form, mutually agreed upon by USAID and the Participating Agency.

2. The Participating Agency must submit an original financial report to the Paying Office identified above with each billing to itemize expenditures to the level of detail specified in the Budget (Annex B) of this Agreement. The Participating Agency must submit a copy of the financial report to the USAID Cognizant Technical Officer.

3. The Participating Agency must prepare the financial reports required under this Agreement on at least a [quarterly] basis.

4. Amounts that the USAID Agreement Officer determines to be unallowable under this Agreement will not be reimbursed or will be charged back to the Participating Agency if payment was made before such a determination.

[If advance payments are provided to the Participating Agency, include the following paragraph]

5. If the Participating Agency is authorized to receive advance funding, the Servicing Agency must provide the CTO and USAID paying office quarterly financial statements showing the status of amounts advanced and amounts expended during the quarter in a format comparable to the budget elements outlined in this agreement within 45 day after the close of the quarter.

[State additional requirements, if any, regarding payment under the Agreement. If necessary, set forth additional details of Participating Agency-specific billing procedures or attach or reference a document providing those details.]

[6.]

F. COMMUNICATIONS

[If USAID administers this Agreement in Washington, official communications with USAID field offices on technical matters are the responsibility of the USAID Cognizant Technical Officer identified in the Schedule of the Agreement. The USAID Cognizant Technical Officer will obtain appropriate clearances and authorize the communication with USAID field offices. Messages pertaining to staffing and budgetary matters must be cleared with the Agreement Officer and the USAID Cognizant Technical Office before transmitting the message to the USAID field office.]

G. SUPPORT TO TERRORISM

The Participating Agency is reminded that U.S. Executive Orders and U.S. laws prohibit

transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Participating Agency to ensure that all subagreements, contracts, and grants issued under this Agreement comply with these Executive Orders and laws.

H. SPECIAL PROVISIONS

The following special provisions apply to the Participating Agency's performance of technical services under this Agreement.

[Specify special provisions, if any.]

[If the Participating Agency under this Agreement is the Department of Health and Human Services/Office of International Health, include the following:

Clause 2, "Contracting under this Agreement," of Annex C, the Standard Provisions, does not apply to agreements with PHS-related Federal health agencies but does apply to contracts thereunder with private sector organizations.]

[If the Participating Agency under this Agreement is the United States Department of Agriculture, include the following:

Clause 2, "Contracting under this Agreement," of Annex C, the Standard Provisions, does not apply to pre-existing agreements with land-grant universities, provided such agreements utilize the university in the capacity covered by the pre-existing agreement. For example, if the pre-existing agreement is a cooperative agreement with the university to support the Extension Service, and if the agreement is to utilize the capacity of the Extension Service, this clause would not apply. If, however, another department of the university will provide services, this clause would apply. The United States Department of Agriculture will submit to the USAID Agreement Officer a copy of the pre-existing agreement when a land-grant agreement is considered exempt from this clause.]

[If the Participating Agency under this Agreement is the United States Department of Energy, include the following:

Clause 2, "Contracting under this Agreement," of Annex C, the Standard Provisions, does not apply to contracts with the Department of Energy-affiliated energy agencies, such as the Pittsburgh Energy Technology Center (PETC) and Morgantown Energy Technology Center (METC), nor to existing relationships with Government-owned, contractor-operated entities, but does apply to subcontracts thereunder with private-sector organizations or individuals.]

F. ORDER OF PRECEDENCE

Conflicts between any parts of this Agreement will be resolved by applying the following descending order of precedence:

Face Sheet
Schedule
Annex C, Standard Provisions
Annex B, Budget
Annex A, Statement of Work

Annex A
Statement of Work

**Annex B
Budget**

Annex C
Participating Agency Service Agreement
Standard Provisions

1. **PERSONNEL**

A. Participating Agency Responsibilities - The Participating Agency has full responsibility for performing the technical services required under this Agreement, including staffing, supervision, backstopping, promotion, and reporting, subject to general guidance from USAID.

Participating Agency personnel remain on the Participating Agency's employment rolls and are subject to the Participating Agency's position ceilings and regular promotion procedures. Participating Agency personnel assigned in the United States operate under the rules and regulations of the Participating Agency unless otherwise required by law or USAID regulations. When assigned overseas, Participating Agency personnel are subject to USAID regulations. USAID personnel policies are found in the USAID Automated Directive System (ADS) Series 400. In addition, Department of State Standardized Regulations (DSSR) govern most overseas differentials, benefits, and allowances provided to Participating Agency staff overseas. Although USAID regulations govern Participating Agency personnel assigned overseas, the Participating Agency is responsible to perform all administrative and supervisory duties required for its employees.

USAID Automated Directive System (ADS) Chapter 306 applies to Participating Agency personnel serving under this Agreement. Before Participating Agency personnel may undertake an overseas assignment, the Participating Agency must make the necessary administrative arrangements, including all predeparture clearances (e.g., health (including medical waivers), security, language training and testing, and orientation).

B. Limitations - Except as specifically provided in writing by USAID, Participating Agency personnel may not officially represent USAID at any function; approve policy documents; supervise USAID employees; negotiate, review, or sign contracts on behalf of USAID; certify vouchers; select or recruit USAID employees; or prepare USAID funding or budget documents.

C. Post of Assignment - All Participating Agency United States citizen direct-hire employees stationed overseas and funded under this Agreement are entitled to the same types of support and privileges and immunities as equivalent USAID United States citizen direct-hire employees at the same post. However, in some cases, support for such Participating Agency employees may not come from the same source as support for USAID direct-hire staff. For example, in some instances, housing for Participating Agency employees may be provided by a host-country institution rather than by USAID or the Embassy as for USAID employees. In any event, Participating Agency employees' housing and facilities are to be equivalent to those provided to comparable USAID United States citizen direct-hire employees.

Participating Agency employees stationed overseas under this Agreement will receive the same APO, Commissary, PX, and club privileges as USAID United States citizen direct-hire employees when allowed by the regulations of the organization to which the facility is attached. Participating Agency employees and their dependents are entitled to the same health benefits as USAID direct-hire employees.

D. Time and Attendance Records – Unless USAID agrees otherwise, Participating Agency personnel serving overseas are responsible for forwarding their time and attendance records to the Participating Agency for recordkeeping and for the processing of salary payments. At the request of the USAID Agreement Officer or the USAID Cognizant Technical Officer, the Participating Agency must provide a copy of the time and attendance records for personnel named in the request.

E. Standards of Conduct - Participating Agency personnel and their dependents are required to maintain high standards of personal conduct expected of United States Government officials representing the United States overseas. Failure to do so can lead to disciplinary action.

F. Termination – If, for any reason, USAID curtails, revises, or terminates programs or strategic objectives under which activities required under this Agreement are performed, USAID may unilaterally determine which categories of Participating Agency personnel are to be retained. If USAID plans to terminate the services of Participating Agency personnel under this Agreement, USAID will notify the Participating Agency in writing at least 45 days in advance.

2. CONTRACTING UNDER THIS AGREEMENT

A. Applicability. Unless otherwise stated herein, this clause applies to contracts, purchase orders, grants, cooperative agreements, Intergovernmental Personnel Act assignments, and the employment of experts and consultants hired under the authority of 5 U.S.C. 3109 when these instruments are specifically in support of a Participating Agency's effort under this Agreement. As used in this clause, the term "contracts" includes all of the cited instruments, except where specifically noted.

B. The parties anticipate that there will be no need for the Participating Agency to issue contracts under this Agreement. Therefore, any proposed contracting by a Participating Agency must be specifically authorized in advance, in writing, by the USAID Agreement Officer. Specific contracts will be identified in the Participating Agency's budget submission under this Agreement or the Budget Agreement must be modified to reflect such contracting. All contracts issued specifically in support of this Agreement must require that lower-tier subcontracting and consultant services be subject to the prior approval of the USAID Agreement Officer.

C. Unless a contract has been identified in the Participating Agency's budget submission and this agreement, before it executes a contract, the Participating Agency must include in its request for the USAID Agreement Officer's authorization an identification of the contractor and the contract statement of work.

D. The Participating Agency must make the determinations required by Office of Management and Budget (OMB) Circular A-76 and follow the Federal Acquisition Regulation (FAR) (or the OMB Circular A-110, as applicable), as implemented by the Participating Agency. The Participating Agency may use its own contracting authority when procuring goods or services to be used in the United States. The Participating Agency will ensure the appropriate authority is cited in the contract. For any contract action under which goods or services will be provided overseas, the Participating Agency must comply with all appropriate USAID Regulations, such as USAID Acquisition Regulation (AIDAR) (for FAR-defined contract actions), 22 CFR 226 (for Grants and Cooperative Agreements); and 22 CFR 228 (for source, origin, nationality, and commodity eligibility requirements). The Participating Agency must require the contractor to insert these requirements in any subcontract at any tier. Links to these regulations may be found on the USAID Internet site, <http://www.usaid.gov>, or by request from the USAID Agreement Officer.

3. **REPORTS**

A. The title page of all reports submitted under this Agreement must include a descriptive title, the author's name(s), Award Number, activity number and title, Participating Agency's name, name of the USAID Cognizant Technical Office, and the publication or issuance date of the report.

B. When preparing reports, the Participating Agency must refrain from using elaborate art work, multicolor printing, and expensive paper/binding, unless it is specifically authorized to do so in the Schedule of this Agreement.

C. The metric system of measurements must be used for specifications that are contained in reports unless USAID determines in writing that such use is impractical or is likely to cause significant inefficiencies or the loss of markets to United States firms.

D. Unless otherwise provided in the Schedule of this Agreement, the Participating Agency must prepare and submit the indicated number of copies of the following reports to the persons and offices as stated:

(1) **Semi-annual Technical Progress Report:** Within 45 days following the end of the period being covered, the Participating Agency must submit a technical progress report that addresses the status of the work under the agreement (1) indicating progress made with respect to the goals set forth in Annex A, Statement of Work, and (2) setting forth plans for the ensuing period, including recommendations covering the current needs in the fields of activity that are covered under the terms of this agreement.

Distribution:

USAID Agreement Officer -- 1 copy

USAID Cognizant Technical Officer -- 4 copies

PPC/CDIE/DIO -- 2 copies

(2) **Quarterly Administrative Report:** Within 15 days after the end of the quarter being covered, the Participating Agency must submit a report on administrative matters covering, at a minimum:

- Expenditure status to include actual (or estimated if actual expenditures are not available) expenditures during the quarter and anticipated expenditures for the next quarter. Actual expenditures should be accompanied by copies of corresponding billing notices/vouchers.
- Status of personnel employed under the agreement, including the USAID-funded, full-time employees stationed in the United States and personnel stationed overseas, including any cooperating country nationals. This will include the number of both assigned and temporary duty personnel who have been assigned to USAID during that quarter, including those who started and completed an assignment during the quarter, those who began before the quarter and terminated during the quarter, and those who will continue beyond the end of the quarter.

Distribution:

USAID Agreement Officer -- 2 copies

USAID Cognizant Technical Officer -- 2 copies

(3) **Notice of Personnel Action:** Not later than 15 days after the effective date of any personnel action that will substantially affect the budget or the implementation of this Agreement, the Participating Agency must notify USAID of the personnel action, including the identity of the person involved and the effects the Participating Agency believes the personnel action will have.

Distribution:

USAID Agreement Officer – 1 copy

USAID Cognizant Technical Officer -- 1 copy

(4) **Final Report:** Within 60 days following the Completion Date of the Agreement (as specified in Block 8 of the face sheet of the Agreement), the Participating Agency must submit a final report that summarizes the Participating Agency's accomplishments under this Agreement and recommendations, if any, for subsequent activities.

Distribution:

USAID Agreement Officer -- 1 copy

USAID Cognizant Technical Officer -- 4 copies

PPC/CDIE/DIO -- 2 copies

When PPC/CDIE/DIO is indicated above as a recipient in the distribution of reports, send its copies to the following address, or such other address as USAID may indicate in writing:

United States Agency for International Development
PPC/CDIE/DIO
1300 Pennsylvania Avenue, N.W.
Washington, D.C. 20523-6802

4. **DISPOSITION OF RECORDS AND PROPERTY WHEN A USAID-FUNDED ACTIVITY TERMINATES**

A. **Records (Other Than Property Records):** Responsibility for maintenance of records and their final disposition rests with the Participating Agency. Upon written request, USAID will arrange for destruction of records without any screening of their contents or significance.

B. **Property:**

(1) **Outside the United States:** All USAID-funded property on hand on termination of this Agreement procured by and under the control of the Participating Agency must be turned over to the cooperating country or the USAID Mission, as determined by the USAID Agreement Officer.

(2) **In the United States:** When USAID no longer needs property financed under this Agreement, the Participating Agency, subject to USAID agreement, will

- Credit USAID the depreciated value of the property,
- Return it to USAID, or
- Otherwise dispose of it.

C. **Disposition of Property Records:** Aside from any specific record keeping policies of the Participating Agency, the Participating Agency must maintain itemized property records on all nonexpendable items purchased under this Agreement costing more than \$500 each. The records will include, at a minimum, the description, date acquired, from whom, cost, present location, and condition.

5. **COMMUNICATIONS PRODUCTS**

Unless the Schedule of this Agreement specifically provides otherwise or USAID approves otherwise in writing, the following requirements apply to any printed material (other than noncolor photocopy material), photographic services, or video production services (“Communications Products”) prepared under this Agreement:

A. The Participating Agency must follow USAID-established standards for Communications Products financed by USAID. A copy of the USAID standards may be obtained from the USAID Cognizant Technical Officer on request.

B. The following Communications Products will be eligible for USAID financing under this Agreement only if they are approved in writing by the USAID Bureau for Legislative and Public Affairs:

(1) Any Communications Products costing over \$25,000, including the costs of both preparation and execution. (For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout, and production costs.)

(2) Any Communications Products that will be sent directly to, or are likely to be seen by, a Member of Congress or congressional staffer.

(3) Any Communications Products of which more than 50 percent of the copies will be distributed in the United States (excluding copies provided to USAID/PPC/CDIE and other USAID/Washington offices for internal use).

6. **TRAINING OF COOPERATING COUNTRY PERSONNEL**

Except as USAID may otherwise agree in writing, the planning and implementation of all training of personnel of a cooperating country financed under this Agreement must comply with USAID Automated Directives System Chapter 253.

7. **MARKING**

Unless USAID agrees otherwise,

a. All equipment and materials financed under this Agreement must be marked with the USAID red, white, and blue emblem, and their shipping containers must be marked with the emblem and the USAID financing document number.

b. All construction sites and other locations receiving USAID financing must display signs marked with the USAID red, white, and blue emblem and indicating participation by the United States of America. These signs should be erected at an early date in the construction or implementation phase and be replaced by permanent signs, plates or plaques, marked with the USAID red, white, and blue emblem, at the end of this phase.

8. **COMPLETION DATE AND CLOSE-OUT OF THE AGREEMENT**

a. The Completion Date of the Agreement is the date stated in block 8 of the face sheet of this Agreement, or such other date as the parties may agree to by amendment of this Agreement. "Completion Date" for this purpose means the estimated date by which all USAID-financed services will have been performed and all USAID-financed goods will have been furnished as contemplated in this Agreement. Except as USAID may otherwise agree in writing, USAID funds made available under this Agreement may not be used to finance services performed after the Completion Date or goods furnished after the Completion Date.

b. USAID will begin to formally close out the Agreement after the Completion Date. The Participating Agency will cooperate with USAID to expeditiously and properly document the close-out of the Agreement. Except as USAID may otherwise agree in writing, the Participating Agency must, not later than nine months following the Completion Date, submit to USAID requests for reimbursement or liquidation of outstanding advances under the Agreement. Funds which have not been disbursed and for which reimbursement requests, with supporting documentation, have not been received by USAID as of nine months following the Completion Date of the Agreement may be unilaterally deobligated by USAID.