

Sample GMRA Agreement

FRANCHISE FUND AGREEMENT

BETWEEN THE

UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT

AND THE

[DEPARTMENT OF _____]

I. AUTHORITY AND PURPOSE

A. Under section 403 of the Government Management Reform Act (GMRA) of 1994, P.L. 103-356, the Director of the Office of Management and Budget, has [designated/authorized] _____ (“Servicing Agency”) to provide _____ goods and services to other federal agencies on a cost reimbursable basis.

B. The United States Agency for International Development (“USAID”) has need of such goods and services, as further described in section II of this Agreement (the “Requested Goods and Services”).

C. Accordingly, USAID will reimburse the Servicing Agency \$_____ (“Reimbursement Amount”) during fiscal year 20__ for supplying the Requested Goods and Services. The Servicing Agency will supply the Requested Goods and Services in accordance with the Government Management Reform Act and other authority governing the activities of the Servicing Agency.

II. REQUESTED GOODS AND SERVICES

A. Background

B. Scope of Work

The Servicing Agency will

C. **Budget** (*or reference attachment*)

D. **Reports**

III. **FUNDING TERMS AND CONDITIONS**

A. Signature of this Agreement by USAID and the Servicing Agency constitutes an obligation of the Reimbursement Amount. USAID funding for this Agreement is limited to the Reimbursement Amount. Unless USAID agrees otherwise in writing, funds obligated under this Agreement are available for expenditures under this Agreement until the Completion Date as defined in Article VII of this Agreement. Funds not expended by the Servicing Agency by the Completion Date and funds expended for purposes or activities not authorized by this Agreement must be promptly refunded to USAID.

B. Except as USAID may otherwise agree in writing, the Servicing Agency must, not later than nine months following the Completion Date, submit to USAID requests for reimbursement or liquidation of outstanding advances under this Agreement. Funds that have not been disbursed and for which reimbursement requests have not been received by USAID as of nine months following the Completion Date may be unilaterally deobligated by USAID.

C. The Servicing Agency must ensure that all statutory or other restrictions on expenditures of the funds transferred in this Agreement are fully complied with.

D. The Servicing Agency will bill USAID through the Intra-governmental Payment and Collection system, using accounting classification information specified at the end of this Agreement. Upon request by the Servicing Agency, USAID will provide funds to the Servicing Agency in advance of receiving the Requested Goods and Services.

E. The Servicing Agency will administer the funds it receives under this Agreement in accordance with all applicable law.

IV. **RESPONSIBILITIES**

A. **USAID**

USAID will:

1. Ensure that funds are available up to the Reimbursement Amount to cover the cost of the Requested Goods and Services.

2. Reimburse the Servicing Agency up to the Reimbursement Amount for the Requested Goods and Services.

3. [Provide the Servicing Agency with a designated [program/technical] officer to consult with the Servicing Agency [Contracting] officer and the Servicing Agency [technical] officer (COTR) concerning the Requested Goods and Services. The USAID [program/technical] officer will not be in direct contact with the Servicing Agency [contractor/grantee] unless the Servicing Agency specifically approves the terms and conditions of such contacts in writing.]

B. The Servicing Agency

The Servicing Agency:

1. Will receive reimbursement from USAID to cover the cost of the Requested Goods and Services.

2. Will ensure that all funds received are properly committed and obligated for the purposes specified in this Agreement and that expenditures conform to applicable guidelines.

3. Confirms that it has sufficient staffing equipment and logistical resources to provide the all of the Requested Goods and Services.

V. 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.

VI. RECORDS

The Servicing Agency will maintain (*describe records*).

VII. POINTS OF CONTACT

[A. Financial Officers

For the Servicing Agency

For USAID

[Name]

____/____/____ [Office symbol, title]

United States Agency for International Development
1300 Pennsylvania Avenue, N.W.

Room _____

Washington, DC 20523-_____]

B. Technical Officers

For the Servicing Agency

For USAID

____/____/____ [Office symbol, title]

United States Agency for International Development
1300 Pennsylvania Avenue, N.W.

Room _____

Washington, DC 20523-_____

[VIII. COMPLETION DATE

The planned completion date of this Agreement is _____, or such other date as the parties may agree to in writing.]

[VIII. DURATION OF AGREEMENT

This Agreement will remain in effect until the Requested Goods and Services have been supplied.]

IX. TERMINATION

Unless applicable laws or regulations dictate otherwise, either party may terminate this Agreement upon six months' advance written notice to the other party.

SERVICING AGENCY

**UNITED STATES AGENCY FOR
INTERNATIONAL DEVELOPMENT**

[Name]
[Title]
[Office]

[Name]
[Deputy] Assistant Administrator
Bureau for []

Date_____

Date_____

ACCOUNT NUMBERS:

USAID:

[THE SERVICING AGENCY]: