



USAID
FROM THE AMERICAN PEOPLE

Procedures for Designating the Contracting Officer's Technical Representative (COTR) for Contracts and Task Orders

A Mandatory Reference for ADS Chapter 302

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A. COTR Responsibility and Authority

USAID Contracting Officer's Technical Representatives (COTR) perform a variety of duties, including serving as the technical liaison between the Contracting Officer (CO) and the contractor. As the COTR is in a unique position to monitor the contractor's performance in achieving the contract's purpose, he/she is delegated authorities which are otherwise vested in the CO. In order to be authorized to perform contract or task order administration duties which would otherwise be the Contracting Officer's (CO) responsibility, the COTR must have completed the mandatory training and must be delegated this authority by the CO in a COTR designation letter. Without a current designation letter, signed by the CO and acknowledged by the COTR, no individual other than the CO can:

- Give technical directions/guidance to the contractor
- Receive and inspect completed services or supplies upon delivery
- Monitor Government-furnished property
- Approve the contractor's requests for payment
- Perform any other delegated duties that would otherwise be the responsibility of the CO.

The COTR designation letter outlines additional contract administration duties assigned to the COTR, such as recommending disallowance of costs to the CO, developing an estimate of accrued expenditures, and obtaining security clearances and appropriate identification for the contractor. Other Agency regulations, including ADS chapters outside the 300 series, may hold COTRs accountable for duties and responsibilities that do not flow from the CO. Such responsibilities are not included in these letters. COTRs should direct any questions they have about these other responsibilities to the author office for that chapter or regulation, or to the author office's representative in the operating unit (for example, a COTR in a Mission should direct questions about the COTR's financial management duties in ADS 600 Series chapters to the Mission Controller).

The COTR designation letter does not authorize the COTR to take actions which are the sole responsibility of the CO, such as directing the contractor, either in writing or verbally, to make changes to the contract statement of work, the terms and conditions of the contract, or the total estimated cost or price of the contract. Section III of the Designation letter outlines those actions which only a CO has the authority to take. Exceeding the authorities designated in the letter may result in an unauthorized commitment (AIDAR 750.71), which can lead to serious contractual disputes and legal actions that unnecessarily tie up Agency personnel and resources. Unauthorized commitments may result in a violation of the [Anti-Deficiency Act](#), 31 U.S. C. Sections 1341-1351, which provides for criminal penalties for any Government employee who willfully and knowingly violates it. The COTR must thoroughly review the designation letters to ensure

that he or she understands the responsibilities and limitations of the COTR designation.

B. Standards of Conduct and Conflicts of Interest

As USAID employees, COTRs are subject to the ethical standards that apply to all federal employees by virtue of the terms of their employment. Being a COTR does not impose a higher level standard for an individual's conduct, but it may provide more occasions for improper behavior and increases the scrutiny that others may direct to an individual's behavior. The COTR is responsible for protecting the U.S. Government's interests, while supporting its reputation for fair and equal dealings with all partners, including contractors. Therefore, if any direct or indirect financial interests may place the COTR in a position where there is a conflict between his/her private interests and the public interest of the United States, the COTR must immediately report the conflict to the CO and ethics officer. The COTR must avoid even the appearance of such conflict in order to preserve public confidence in the U.S. Government employee's conduct of business.

C. Certification Program

Any manager of a contract, including a task order, designated by letter from a Contracting Officer to be a COTR must meet Agency certification requirements. No individual is eligible to be a COTR unless he/she has first successfully completed the web-based Phoenix Accruals on-line course. COTRs designated after October 1, 2009 must be certified prior to designation, except as provided below. COTRs designated prior to October 1, 2009 must be certified within six months of designation.

Both FAC-COTR and internal USAID policy contain training and certification requirements for COTRs. Specific certification requirements are outlined in ADS 458.3.5.5 (b), which includes the training requirements below:

- Web-based Phoenix Accruals on-line course
- A&A 102 : Acquisition Management for COTRs
- A&A 103 : Assistance Management for AOTRs

Warranted Contracting Officers and PMCP or FAC-C (Level I) certified individuals can be designated as COTRs without completion of the COTR certification program.

D. Issuing the COTR Designation Letter

The **COTR Standardized Designation letter** outlines the responsibilities and authorities of the COTR. The CO is responsible for verifying that the COTR has completed the required training and been certified in accordance with Agency policy. The CO should sign the front page of the letter and transmit it to the COTR. Once the COTR has signed the letter, the CO should countersign the acknowledgement page. By signing the designation letter, the CO verifies that he/she has confirmed that the COTR has been certified and meets the eligibility requirements.

E. Naming an Alternate COTR

Section III, of the letter, Subsection B. Re-delegation, includes a space for naming the **alternate COTR**. When designating an alternate COTR, the CO must insert the name of the individual in the blank space in the second paragraph of this subsection. The alternate COTR is subject to the same certification requirements as the primary COTR.

When the requiring office nominates the primary candidate for the COTR designation, it should also indicate who should be named as the alternate. The preference is for the alternate to be from the requiring office, because he/she is more likely to be familiar with the award and can therefore step in as COTR. However, if the requiring/technical office can not provide an alternate, then the COTR's immediate supervisor may need to serve as alternate. If the requiring office nominates an individual not from the requiring office and not the COTR's immediate supervisor to be the alternate COTR, the nomination must include a justification supporting this nomination, including an explanation of the nominated alternate's involvement in overseeing the contractor's performance.

COs must also remind COTRs and their alternates that the alternate may **ONLY** perform COTR duties or responsibilities if the COTR is absent. Ideally, the alternate will only perform COTR duties when the COTR is absent for an extended period of time. The alternate COTR may not countermand a COTR's decision on a matter pertaining to his or her duties as a COTR. In addition, the primary COTR is not responsible or accountable for the actions of the alternate COTR—the alternate COTR is responsible and accountable.

Neither the COTR nor the alternate may further delegate this authority. If neither the COTR nor the alternate is available to perform their duties, the COTR must direct the contractor to the CO for guidance. No other individuals are authorized to provide technical direction to the contractor.

F. CO Tailoring of the Letters

COs must use the standardized letter essentially as written; however, some of the specific guidance provided below clearly allows COs to use discretion in tailoring these letters as long as they do not affect the substance of the standardized letter. For example, COs may include special instructions to account for unusual characteristics of the award. They may limit or expand the COTR's (and/or the Alternate's) responsibilities depending on the level of training or experience of the individual receiving the designation. They may emphasize additional oversight responsibilities if the CO has concerns about the contractor. If a contract has a "grants under contract" component, the CO may specify limits to the COTR's responsibilities for administering the grant-making part of the Statement of Work (SOW). Finally, they may edit the letter to reflect the CO's own experience, judgment and preference—again, within the scope of the standardized letters. The examples listed in this paragraph are not all-inclusive, nor are COs expected to make changes to the letter if they have no reason to do so. **The CO must not, however, change Section III, Limitations, in the letter.**

G. Specific Guidance on Sections of the Letter

The following guidance addresses specific sections of the designation letter. Please consider the following when preparing a letter and tailor the letter only if needed and only as authorized in the specific guidance below.

Section I: Delegation

Subsection A. Technical Directions/Guidance. When the contract in question is performance-based (as described in FAR 37.6), the CO and COTR must recognize that a COTR issuing technical directions for these types of contracts may not be suitable. For performance based acquisition, include a section on Technical Directions/Guidance only if the contract has certain Contract Line Items (CLINS) that are not performance-based or ensure that this section limits the scope of the technical directions or guidance the COTR may issue. Although "technical guidance" may be more appropriate, the COTR must be aware that even guidance is limited and the COTR should consult with the CO.

Subsection F. Other specific functions/authorities, as provided herein. In this section, COs may list here any other functions not covered above, such as responsibility for processing requests for country clearance; reminding the COTR that the contract includes the CO's approval for international travel per AIDAR 752.7032, provided that the COTR provides prior written approval; etc. COs awarding basic IQCs should state here that the COTRs for the basic IQC have responsibility for monitoring the use of the IQCs to track the contract ceiling and consistency of task order statements of work with the SOW of the basic contract, etc. When adding functions or authorities in this section, the CO must coordinate with the COTR candidate to ensure mutual understanding and agreement.

Section II: Administration

Subsection A. Communications. In order for the CO to stay abreast of the contractor's performance as well as to avoid potential claims or disputes, the COTR must provide copies of communications with the contractor to the CO within the timeframe specified in the letters. The CO therefore **MUST** read these communications and take any necessary action if the technical direction is beyond the COTR's authority or directs the contractor to do something beyond the scope of the contract. If the CO receives a copy of the communication but takes no action to countermand the COTR's direction, the contractor has reason to conclude that the CO endorses the COTR's action, which may strengthen the contractor's claim or dispute against the Agency. The failure of the CO to receive or review the communications does not protect the Agency from a claim as case law indicates that the COTR can be assumed by the contractor to be the CO's "eyes and ears" and therefore have the authority to "speak" for the CO. COs and COTRs must also be aware that even if the COTR is not required to send a copy of these communications to the CO, the contractor may still assume that the CO has authorized the COTR's actions by virtue of having issued this delegation letter.

Therefore, the CO must carefully assess the COTR candidate's experience and demonstrated knowledge/judgment when deciding how closely to monitor the COTR's communications with the contractor. If the CO is very confident that the COTR understands and accepts the limits of this delegation and is not likely to issue technical directions (TDs) that could lead to a claim, then the CO may choose to limit the extent the CO monitors the COTR's TDs. Conversely, if the COTR candidate is very inexperienced and the CO is concerned, then a prudent CO ensures that the COTR provides copies of these communications and then carefully reviews them to verify that they are within the scope of the contract. If the Alternate COTR is not as experienced as the COTR, it would be prudent to monitor his/her activities more thoroughly.

H. Approvals for Designating an Uncertified COTR

Under exceptional circumstances, designation of an uncertified individual as COTR can be authorized in USAID/W by the Evaluation Division of the Office of Acquisition and Assistance (M/OAA/E) or in the field by the Mission Director for a period not to exceed six months. Requests for approval of a COTR designation for an uncertified individual must include a description of the compelling circumstances requiring the exception, affirmation that the individual has completed the Phoenix Accruals on-line course, and confirmation from the individual's supervisor that the individual will complete COTR certification within six months. Approvals will be provided in writing and must be maintained in the contract file.

Extensions beyond six months can only be approved by the Director, M/OAA, and will not exceed one year.

COs must rescind the COTR designation letter if the extension period passes and the COTR has still not completed the certification program.

I. Distribution of the Designation Letter

COs must provide copies of the COTR-acknowledged and CO countersigned designation letter to the:

- contractor
- paying office,
- COTR's supervisor,
- named alternate COTR, and
- alternate COTR's supervisor.

Providing courtesy copies to any party other than those mentioned above is at the discretion of the CO. Ideally, the CO will distribute and discuss the Designation Letter at the Post Award Orientation Conference with the contractor, COTR, and alternate, if possible.

J. USAID's Contracting and Financial Systems (GLAAS/NMS/Phoenix)

COs must ensure that COTR designations are kept current and accurate in the appropriate systems.

The GLAAS system requires that the COTR be named in the award. The CO must identify the COTR under the Main/General Information Screen of the award in GLAAS and attach the appointment letter in the Supporting Documents section. To maintain consistency, COs must also name the COTR in awards made outside of GLAAS (note: this is a change from previous policy and procedures). Because the COTR is included in the contract/TO, the CO must issue a unilateral modification to the contract to change the COTR.

NMS A&A, Phoenix, and the Accrual Reporting System (ARS), must have up-to-date COTR information for the Agency to properly manage the various financial reporting requirements that all these systems support. In order to ensure that the correct COTR is assigned to the award in NMS and Phoenix, COs in USAID/W who are still using NMS must promptly assign/reassign COTR designations via the NMS A&A Support Module. COs must also be logged in to Phoenix at the time of reassignment in order for the information to transfer successfully from NMS A&A to Phoenix (see A&A Solutions Center, NMS/A&A COTR Handling, at http://inside.usaid.gov/M/OP/SolutionsCenter/nms/nms_CTO.htm). **[Note: This document is only available on the intranet and is for internal use only.]** If the nominated COTR candidate is not listed in the drop-down list as a possible

COTR for the requesting Bureau, the CO must notify the requesting office that the award cannot be finalized in NMS until the nominated individual has been added to NMS.

K. Instructions for use of the Standardized Designation Letter

The attached Standardized Designation Letter is designed as a form which will guide you to make certain selections and include the specific information described below as you tab through. For this to work, you must enable the macros when you open the form. You should use the Tab key (Shift Tab to move backwards) to move through the document rather than the mouse as this will highlight the blocks to be modified and allow the easiest updates. Once you provide the required information, this information will automatically fill in other parts of the letter where it is needed.

In order to add or remove information outside of the shaded areas, select 'Unprotect Document' under the Tools menu. This will open the document for changes and disable the macros, so it is recommended that you only do this once you have completed the shaded blocks. This will be necessary if you need to tailor the letter as described in section F of these procedures. The box shading will be removed once you have completed the last of the fill in boxes.

**Contracting Officer's Technical Representative (COTR) Designation –
Contract/Task Order Administration**

TO: []
FROM: []
SUBJECT: Contract Administration Authorities
DATE:
REF: Contract/Task Order Number [] with
[]

As the Contracting Officer (CO) for the subject contract, the Federal Acquisition Regulation (FAR, 48 CFR Chapter 1) holds me responsible for ensuring compliance with the terms of the contract and for safeguarding the interests of the United States in its contractual relationships. To assist in fulfilling these responsibilities, I must designate a Contracting Officer's Technical Representative (COTR). This individual will be in a unique position to monitor how well the contractor is progressing towards achieving the contract's purpose and will be responsible for providing technical liaison between the contractor and the contracting officer, which is critical to ensuring good contract performance.

Your requiring office has nominated you to be the COTR for administration of the referenced contract or task order. I accept this nomination and hereby designate you to be the COTR. As COTR, your first responsibility is to read the entire contract and thoroughly acquaint yourself with the requirements it places on the contractor, the CO, and the COTR. You should also periodically review the contract to maintain your familiarity with its terms and conditions.

Your additional COTR responsibilities are to:

- Monitor the contractor's performance and verify that it conforms to the technical requirements and quality standards agreed to in the terms and conditions of the contract. Accordingly, your approval of implementation plans, work plans, or monitoring or evaluation plans must be consistent with the terms and conditions of the contract. You must document any material deficiencies in the contractor's performance and bring them to the immediate attention of the CO (me or my successor).
- Participate in the periodic evaluation of the contractor's performance and preparation of the Contractor Performance Report (CPR), with particular attention to addressing
 - The quality of the products and/or service

- The effectiveness of cost control efforts
- The timeliness of performance
- Business relations
- End-user satisfaction, and
- Compliance with the small business subcontracting plan
- Prepare the CPR in accordance with the performance evaluation requirements in USAID Acquisition Regulation (AIDAR, 48 CFR Chapter 7) subpart 742.15 (“Contractor Performance Information”) and the Automated Directives System (ADS) Chapter 302 (“USAID Direct Contracting”), in the section entitled "Evaluation of Contractor Performance."
- Recommend in writing (with justification for the proposed action) to the CO any changes needed in the scope of the contract, including any changes to technical provisions of the contract that affect the timing of the deliverables/services or the overall cost-price of the contract (see 1.A below).

Properly discharging your duties and responsibilities as a COTR minimizes your risk of facing disciplinary action. The areas in which you must be particularly cautious involve contracting authority and financial management, when your improper actions could indicate gross negligence.

- In Contracting, this involves exceeding your authority as a COTR and taking actions that are beyond your authority as delegated in this letter. If you have any questions in this area, contact the CO for advice BEFORE you take any action.
- In Financial Management, your risk increases when you act in a manner that is other than what would be expected of a reasonable individual. At a minimum, a reasonable individual would be expected to –
 - take positive action to obtain information necessary to carry out their responsibilities;
 - make logical decisions from the information they have available (even if it isn't totally complete); and
 - document and provide justification for the action. (The documentation need not be formal or extensive, but it should be easily understood by an auditor or other third party individual reviewing it.)

I. DELEGATION

I hereby delegate to you, as COTR, the following authorities that are otherwise the responsibility of the CO:

A. Technical Directions/Guidance. You may issue technical directions or guidance in accordance with the terms of the contract. "Technical guidance" under a performance-based contract may be very limited; if this contract is performance-based, consult the CO for guidance. "Technical directions" are interpretations of the technical requirements of the contract and you must give them to the contractor, in writing, when questions or discrepancies arise. They may be directives to the contractor that

- Approve work plans, approaches, solutions, designs, or refinements;
- Fill in details or otherwise complete the general description of work or documentation items;
- Shift emphasis among work areas or tasks; or
- Otherwise furnish instruction of a similar nature to the contractor.
- Technical directions shall not include any instruction that affect the cost/price or duration of the contract, or that interferes with the contractor's rights to perform the terms and conditions of the contract. In any and all cases, technical directions must be within the scope of the Statement of Work and comply with the requirements for Technical Directions/Relationship with USAID in Section G of the contract.

B. Receipt and Inspection. You may receive and inspect completed services or supplies upon delivery, and verify that they meet the acceptance standards, including time of delivery, specified in the contract. If the contractor's services or supplies do not meet the acceptance standards in the contract, you are responsible for directing the contractor in writing to take appropriate action to correct the deficiencies. Should the contractor fail to correct deficiencies, you must advise the CO so he/she can take appropriate action.

C. Security. You must coordinate with the Office of Security (or its designee) to obtain necessary security clearances and appropriate identification for the contractor and designated personnel if the contract is classified in accordance with Automated Directives System (ADS) Chapter 567 and FAR 4.4. For a classified contract, your duties also include monitoring the contractors' compliance with the security specifications included in their contracts and notifying the CO and SEC of any problems or suspected non-compliance with these contract requirements. If this contract is unclassified but requires contractor employees to have building passes to enter either the USAID Headquarters or a Mission or Embassy overseas, you are responsible for coordinating with your Bureau or Office Administrative Management Officer, Mission Executive Officer, or other individual responsible for requesting passes

(see ADS 562 & 565). You are also responsible for notifying the Office of Security whenever any contractor personnel no longer need a building pass.

D. Government-furnished Property. You are responsible for ensuring that Government-furnished property is available to the contractor in a timely manner, if this property is required by the terms of the contract. You are also responsible for monitoring the contractor's management of and annual reporting on this property and any property acquired by the contractor for use in the contract and titled to either USAID or a cooperating country. Finally, you are responsible for verifying the return or disposition of Government-furnished property.

E. Financial Management. Although the responsibility for making payments and accounting for funds and balances rests in the Office of the Chief Financial Officer (M/CFO) or overseas Controller, you must administer financial management responsibilities by

- Reviewing the contractor's request for payments (usually the contractor's vouchers or invoices) and providing or denying your administrative approval, in accordance with the stipulations of the contract administration plan and the procedures in ADS Chapter 630, Payables Management. This chapter states that your administrative approval constitutes the written evidence that the goods and/or services specified on the invoice were received and conform to the requirements or performance milestones in the contract--effectively the acceptance of these goods and/or services.
- Recommending disallowance of costs to the CO, in accordance with ADS Chapter 630.
- Ensuring that all funding actions comply with the Agency's forward funding guidelines (ADS Chapter 602 Forward Funding of Program Funds and ADS Chapter 603 Forward Funding, Non-Program Funds).
- Monitoring the financial status of the contract on a regular basis to ensure that the level of funding is the minimum necessary.
- Developing an estimate of accrued expenditures on a quarterly basis in accordance with ADS Chapter 631, Accrued Expenditures, and instructions from CFO or the Mission Controller.
- Initiating a request to the CO to deobligate funds at any point that funding in the contract is considered excessive (see ADS Chapter 621 Obligations and Internal Mandatory Reference "Deobligation Guidebook").
- Reviewing any unliquidated obligation balance in the contract, and working with the CO to deobligate excess funds before beginning to close-out actions (see ADS Chapter 621 Obligations and the Internal Mandatory Reference "Deobligation Guidebook").

F. Other specific functions/authorities, as provided herein:

II. ADMINISTRATION

A. Communications. Please provide the CO with a copy of the following written communications, in either electronic or paper copy format, within two (2) working days after you transmit it to the contractor:

- Technical directions/guidance per #I.A. above,
- All formal communications between you and the contractor that relate to the contractor's alleged failure to comply with delivery terms or acceptance standards or both, per #I.B. above, and
- Any other written communication of a similar nature that may have an impact on the contractor's rights or responsibilities for performing under this contract.

B. COTR Files. As the COTR, you have an important responsibility for establishing and maintaining adequate COTR files. These files are your primary tools for carrying out your duties and responsibilities as the COTR for this contract and must document actions you take as COTR. Inadequate files will impede your or your successor COTR's ability to manage the contract and therefore may jeopardize the program for which it was awarded. These files will also help successor COTRs to understand your actions as COTR and the reasons behind such actions, as well as to have adequate documentation for audit purposes.

You are responsible for ensuring that the files contain the following, at a minimum:

- A copy of this COTR designation letter;
- A copy of the contract and all of its modifications;
- A copy of all correspondence between the COTR and the contractor, including property reports;
- Names of technical and administrative personnel assisting the COTR;
- A copy of records of COTR inspections and receiving/acceptance documents, invoices, and other administrative paperwork and correspondence;
- A copy of other performance records as specified in the contract;

- Documents justifying and supporting Accrual estimates (see ADS 631 Accruals, section 631.3.1 and Additional Help—Accrual Documentation);
- A copy of financial documentation to support their activities in the financial management area such as the invoice and Administrative Approval Form and Checklist (ADS 630.3.3. and Internal Mandatory Reference—Administrative Approval Form and Checklist) for all invoices; and
- Budget pipeline analysis documentation.

III. LIMITATIONS

A. Scope of Authority/Avoiding Unauthorized Commitments. Your authority does not include directing the contractor, either in writing or verbally, to make changes to the contract statement of work, the terms and conditions of the contract, or the total estimated cost or price of the contract. Only a CO has the authority to take such actions, which include but are not limited to making changes that affect the:

- Delivery schedule or period of performance,
- Quantity or quality of the work,
- Terms and conditions of the contract,
- Monetary (dollar or foreign currency) limit of the contract or the authorization of work beyond the monetary limit,
- Qualifications of key personnel, or
- Composition of the contract team members, if the contract places specific limits on either qualifications or the mix of specialists.

If you take actions that only the CO has the authority to take, you may be making an unauthorized commitment (AIDAR 750.71), which can lead to serious contractual disputes and legal action that unnecessarily tie up Agency personnel and resources. In the worst case, such unauthorized actions may result in disciplinary action, particularly if the action is determined to be a violation of the Anti-Deficiency Act, 31 U.S. C. Sections 1341-1351, which also provides for criminal penalties. Actions you take or directions you give must be within the authorities provided in this designation.

B. Re-delegation. You may not re-delegate the authorities provided in this memorandum to approve/disapprove vouchers, provide written interpretations of technical requirements, or to certify acceptance of goods or services, to any other person.

C. Designation of the Alternate COTR. In your absence, and only in your absence, [] is hereby authorized to act on your behalf. If this individual is not available to carry out your COTR responsibilities during your absence, notify the CO as soon as possible to discuss alternatives. To ensure

minimal disruptions, please notify the contractor and the CO as soon as possible when you will be unavailable to discharge your COTR responsibilities for a period of more than two weeks. If the alternate is not available in your absence, direct the contractor to receive any guidance from the CO.

D. Assistance with COTR Duties. As you carry out your COTR duties, you may ask others to assist you, but such assistance has limits. For example, you may ask others to conduct fact-finding, provide you with analyses or interpretations of technical requirements, or make recommendations to you regarding actions you may take as COTR. However, anyone assisting you, such as an activity manager, must not take any action that directly affects the contractor's rights or ability to perform under the terms of the contract, including (but not limited to) providing interpretations of technical requirements to the contractor. The ultimate responsibility for any actions taken, by you or others assisting you, remains with you.

E. Duration of COTR Designation. This designation is effective for the life of the contract or order referenced on the first page of this designation letter, unless the CO rescinds it in writing, you resign this position, or you transfer to a new position in which you no longer have technical cognizance for this activity. If you cannot fulfill your responsibilities as COTR for any reason (e.g., transfer to another post), please notify the CO as soon as possible in order to ensure the timely designation of a successor.

IV. TRAINING

USAID has a COTR/AOTR Certification Program with formal classroom courses that complies with USAID internal policy and FAC - COTR requirements. ADS Chapter 458 establishes the Agency's policy and required procedures for COTR certification. I have verified that you have completed the COTR/AOTR Certification Program, but please be advised that you are still required to complete at least 40 hours of Continuous Learning Points (CLPs) every two years in order to maintain your certification.

V. STANDARDS OF CONDUCT AND CONFLICTS OF INTEREST

As an employee of the Federal Government, you must respect and adhere to the principles of ethical conduct set forth in Title 5 of the Code of Federal Regulations, Part 2635—Standards of Ethical Conduct for Employees of the Executive. (see 22 CFR 2635 at <http://www.gpoaccess.gov/cfr/index.html>.) As a COTR, you are responsible for protecting the U.S. Government's interests, while supporting its reputation for fair and equal dealings with all partners, including contractors. Therefore, if you have any direct or indirect financial interests in violation of 18 U.S.C. 208 and/or 5 CFR 2635.401 and 5 CFR 2635.501 that may place you in a position where there is a conflict between your private interests and the public interest of the United States, you must

immediately inform your supervisor, the CO, and the Assistant General Counsel for Ethics Administration (GC/EA, see <http://inside.usaid.gov/A/GC/EA/> for more information) **[Note: This information is only available on the intranet and is for internal use only.]** of this conflict so that appropriate action may be taken. As COTR, you must avoid the appearance of such conflict in order to preserve public confidence in the U.S. Government employee's conduct of business. Furthermore, you agree to be aware of the post-employment restrictions on former USG employees, including Personal Service Contractors, found in 18 U.S.C. 207 and 41 U.S.C. 423, to detect possible violations.

ACKNOWLEDGEMENT

Your signature below confirms that you

(1) Accept this appointment, and

(2) Agree to comply with all duties, responsibilities, and limitations outlined in this letter, particularly those pertaining to conflicts of interest, by agreeing to conduct business dealings to avoid conflicts of interest and in a completely impartial manner.

(3) Have completed the COTR/AOTR certification program which includes the web-based Phoenix Accruals on-line course, completion of A&A 102: Acquisition Management for COTRs, and completion of A&A 103: Assistance Management for COTRs.

(4) Meet all the eligibility requirements in ADS 302.3.7.1 (a).

I HEREBY ACCEPT THIS APPOINTMENT AND ACKNOWLEDGE MY DUTIES AND RESPONSIBILITIES AS COTR:

CONTRACTING OFFICER'S
TECHNICAL REPRESENTATIVE

DATE

After signing, return this original memorandum (and retain a copy) to me within _____ days. I will acknowledge your acceptance of this designation by signing below and send a copy to you and the others indicated below.

CONTRACTING OFFICER

DATE

cc:

[_____], Alternate COTR

[_____], Paying office or Mission Controller

[_____], COTR's supervisor

[_____], Contractor

**Alternate Contracting Officer's Technical Representative's (COTR)
Designation – Contract/Task Order Administration**

TO: []

REF: Contract/Task Order Number [] with
[]

ACKNOWLEDGEMENT

Your signature below confirms that you

- (1) Accept this appointment, and
- (2) Agree to comply with all duties, responsibilities, and limitations outlined in this letter, particularly those pertaining to conflicts of interest, by agreeing to conduct business dealings to avoid conflicts of interest and in a completely impartial manner.
- (3) Understand that you are only authorized to perform these duties in the absence of the COTR.
- (4) Have completed the COTR certification program.
- (5) Meet all the eligibility requirements in ADS 302.3.7.1 (a).

I HEREBY ACCEPT THIS APPOINTMENT AND ACKNOWLEDGE MY DUTIES AND RESPONSIBILITIES AS ALTERNATE COTR:

ALT. CONTRACTING OFFICER'S
TECHNICAL REPRESENTATIVE

DATE

After signing, return this original memorandum (and retain a copy) to me within days. I will acknowledge your acceptance of this designation by signing below and send a copy to you and the others indicated below.

CONTRACTING OFFICER

DATE

cc:

[], Paying office or Mission Controller

[], Alternate COTR's supervisor