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**Sample Economy Act Order
From USAID**

REIMBURSEMENT AGREEMENT

BETWEEN THE

UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT

AND THE

[DEPARTMENT OF _____]

I. AUTHORITY AND PURPOSE

A. Under section ____ of the Foreign Assistance Act of 1961, as amended, and the _____ Appropriations Act, the United States Agency for International Development (“USAID”) is authorized to _____.

B. Under the Economy Act, 31 U.S.C. 1535 and 1536, as amended (the “Economy Act”), USAID is authorized to order goods and services from other federal agencies, subject to certain determinations. USAID wishes to obtain goods and services from the [Department of _____] (“the Servicing Agency”) for the purpose of _____. As required by the Economy Act, USAID has determined that:

1. Funds are available for the requested goods and services;
2. This Agreement is in the best interest of the United States Government;
3. The Servicing Agency is able to provide the requested goods and services or obtain them by contract; and
4. The goods and services requested by USAID from the Servicing Agency cannot be provided by contract as conveniently or cheaply by a commercial enterprise.]

C. Accordingly, USAID will reimburse the Servicing Agency \$_____ (“Reimbursement Amount”) during fiscal year 20__ for supplying the goods and services requested in this Agreement. The Servicing Agency will supply the requested goods and services in accordance with the Economy 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. All funds provided by USAID under this Agreement are to be obligated by the Servicing Agency before the end of the period of availability of the appropriation, which is September 30, 20__, by either providing the requested goods or services or making authorized contracts or other commitments with another person to provide the requested goods or services. Any unobligated but expired funds may not be obligated in subsequent periods. The Servicing Agency will notify USAID at least 15 days before the end of the period of availability of the appropriation so that this Agreement may be modified, if appropriate, to reduce the Reimbursement Amount.

[B. 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.

C. 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 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 goods and services requested. 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 will:

1. Receive reimbursement from USAID to cover the cost of the requested goods and services.
2. Ensure that all funds received are properly committed and obligated for the purposes specified herein and that expenditures conform to applicable guidelines.

V. MARKING

Unless USAID agrees otherwise,

1. All USAID-financed equipment and materials 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.
2. 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 30 days' written notice to the other party.

SERVICING AGENCY

**UNITED STATES AGENCY FOR
INTERNATIONAL DEVELOPMENT**

[Name]

[Name]

[Title]

[Deputy] Assistant Administrator

[Office]

Bureau for []

Date _____

Date _____

ACCOUNT NUMBERS:

USAID:

[THE SERVICING AGENCY]: