

Additional Help: 306
File Name: 306sag_091802_cd29
Revision: 09/18/2002

**Sample 632(b) Reimbursement Agreement
From the Department of State to USAID**

REIMBURSEMENT AGREEMENT

BETWEEN THE

DEPARTMENT OF STATE

AND THE

UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT

I. AUTHORITY AND PURPOSE

A. Under section ____ of the Foreign Assistance Act of 1961, as amended, and the _____ Appropriations Act, the Department of State is authorized to _____.

B. Under section 632(b) of the Foreign Assistance Act of 1961, as amended, the Department of State may utilize the services and facilities of, or procure commodities from, any federal agency. The Department of State wishes to obtain the goods and services requested herein from the United States Agency for International Development (“USAID”) for the purpose of _____.

C. Accordingly, the Department of State will reimburse USAID \$_____ (“Reimbursement Amount”) for supplying the goods and services requested in this Agreement.

II. REQUESTED GOODS AND SERVICES

A. Background

B. Scope of Work *(or reference attachment; must be detailed enough to support an obligation of funds)*

USAID will

C. Budget *(or reference attachment; must be detailed enough to support an obligation of funds; include line item(s) for indirect costs, if appropriate)*

D. Reports

III. FUNDING TERMS AND CONDITIONS

A. Signature of this Agreement by the Department of State and USAID constitutes an obligation of the Reimbursement Amount. The Department of State funding for this Agreement is limited to the Reimbursement Amount. Unless the Department of State 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 USAID by the Completion Date and funds expended for purposes or activities not authorized by this Agreement must be promptly refunded to the Department of State.

B. Except as the Department of State may otherwise agree in writing, USAID must, not later than nine months following the Completion Date, submit to the Department of State 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 the Department of State as of nine months following the Completion Date may be unilaterally deobligated by the Department of State.

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

D. USAID will bill the Department of State through the Intra-governmental Payment and Collection system, using accounting classification information specified at the end of this Agreement. Upon request by USAID, the Department of State will provide funds to USAID in advance of receiving the requested goods and services.

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

IV. RESPONSIBILITIES

A. The Department of State

The Department of State will:

1. Ensure that funds are available to cover the cost of the requested goods and services.
2. Reimburse USAID up to the Reimbursement Amount for the requested goods and services.
3. [Provide USAID with a designated [program/technical] officer to consult with the USAID [contracting and] technical officer concerning the goods and services requested. The Department of State [program/technical] officer will not be in direct contact with any USAID [contractor/grantee] unless USAID specifically approves the terms and conditions of such contacts in writing.]

B. USAID

USAID will:

1. Receive reimbursement from the Department of State 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. RECORDS

USAID will maintain (*describe records*).

VI. POINTS OF CONTACT

[A. Financial Officers

For the Department of State

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 Department of State

For USAID

____/____/____ [Office symbol, title]
United States Agency for International Development
1300 Pennsylvania Avenue, N.W.
Room _____
Washington, DC 20523-_____

VII. COMPLETION DATE

The planned completion date of this Agreement, *i.e.*, the estimated date by which all Department of State-financed services will have been performed and all Department of State-financed goods will have been furnished under this Agreement, is _____, or such other date as the parties may agree to in writing (“Completion Date”). Except as the Department of State may otherwise agree in writing, 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.

DEPARTMENT OF STATE

UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT

[Name]
[Title]
[Office]

Date_____

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

Date_____

ACCOUNT NUMBERS:

Department of State:

USAID: