



USAID
FROM THE AMERICAN PEOPLE

Template for In-Kind Grant

Additional Help for ADS Chapter 308

New Reference: 04/15/2011
Responsible Office: M/OAA/P
File Name: 308sab_041511

_____ [Name of Recipient]

_____ [Address of Recipient]

_____ [date]

Subject: Donation of _____

Dear _____:

Pursuant to the authority contained in _____ **[Insert legal authority to make in-kind award, e.g., section 491 of the Foreign Assistance Act of 1961, as amended,]** the U.S. Agency for International Development (USAID) hereby provides _____ **[Insert name of Recipient, e.g., name of NGO, PIO, or foreign government]** (Recipient) an in-kind contribution of the materials described in Attachment 1.

This award is effective on the date of this letter.

The Recipient point of contact designated in Attachment 2 (Recipient POC) must acknowledge receipt of the materials with the Receipt of In-Kind Materials set forth as Attachment 3 of this award, which must be submitted to the USAID point of contact designated in Attachment 2 (USAID POC). The materials are provided “as is.” USAID makes no warranty about the condition or serviceability of the materials. Subject to the terms of this award, title to the materials will transfer to the Recipient upon its receipt of the materials. Following transfer of title, the Recipient will assume all responsibilities incident to ownership of the materials and any liability and costs arising from third party claims against the U.S. Government or its personnel related to the use of the materials.

This award is made to Recipient on the condition that the materials will be used in accordance with the Program Description set forth in Attachment 4 and is subject to the Miscellaneous Provisions set forth in Attachment 5.

Please sign the original and each copy of this letter to acknowledge your receipt of this award, retaining one copy for your records and returning the remaining copies to the designated USAID POC.

Sincerely,

[Signature by USAID Agreement Officer, i.e., someone with warrant or otherwise delegated to sign the award.]

Attachments:

1. In-Kind Contribution
2. Designated Points of Contact
3. Receipt of In-Kind Materials
4. Program Description
5. Miscellaneous Provisions
6. Certification of Completion

FOR THE RECIPIENT:

Signature: _____

Name: _____

Title: _____

Organization: _____

Date: _____

ATTACHMENT 1

In-Kind Contribution

<u>Description</u>	<u>Estimated Current Fair Market Value (FMV)</u>
_____, e.g., 100 rolls plastic sheeting	\$ _____
_____, e.g., 500 blankets	\$ _____
 TOTAL VALUE OF DONATION	 \$ _____ USD

[Provide estimated FMV for each category of materials and total.]

ATTACHMENT 2

Designated Points of Contact

The following are the designated points of contact under this award:

For USAID: **[Complete]**

1300 Pennsylvania Ave, NW
Washington, DC 20523

Tel: 202-712-_____

For Recipient: **[Complete]**

ATTACHMENT 3

Receipt of In-Kind Materials

The undersigned accepts receipt of materials as detailed in the listing provided as Attachment 1.

Designated Recipient POC Signature

Printed Name

Title

Date

ATTACHMENT 4

Program Description

- The Recipient will use the materials described in Attachment 1 for purposes of _____ [**e.g., responding to the January 2010 earthquake in Haiti**]. When the equipment is no longer required for this purpose, the Recipient may retain the material for _____ [**e.g., future disaster response purposes**].
- In addition, the Recipient will submit the Certificate of Completion set forth in Attachment 6 to the USAID POC following distribution of materials to beneficiaries. [**Modify this paragraph as appropriate. For commodities for immediate distribution, a date may be provided, e.g., three or six months. For goods being provided as preparedness, e.g., placed in country or the organization's stockpiles to respond as needed, it may not make sense to include this paragraph at all, in which case this paragraph and Attachment 6 may be deleted.**]

ATTACHMENT 5

Miscellaneous Provisions

- This agreement may be amended upon the mutual, written consent of the parties.
- The Recipient must ensure that any sub-recipients of the materials set forth in Attachment 1 comply with the terms of this award.
- No materials provided to the Recipient under this agreement may be sold or exported from _____ **[country]**.
- The Recipient agrees that the materials provided under this award will not be made available for use of military, police, or security forces.
- The Recipient is reminded that U.S. executive orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the responsibility of the Recipient to ensure compliance with these executive orders and laws. This provision must be included in all subcontracts/subawards issued under this contract/agreement. **[PIOs may raise concerns about references to U.S. laws and executive orders. This paragraph may be modified along the lines of the terrorist financing provisions included in the PIO standard provisions.]**
- The Recipient will take reasonable steps to ensure that USAID's identity (logo) is displayed when materials are distributed, together with a sign indicating that materials are "A gift from the American people." USAID identity attached as Annex A. **[Materials provided under the award should be marked/branded in accordance with applicable USAID policies/regulations.]**
- Materials will be imported into _____ **[country]** and distributed to beneficiaries without any taxes, duties, charges or fees of any kind.

ATTACHMENT 6

Certificate of Completion

The undersigned hereby certifies that the activities described in Attachment 4 have been successfully completed and that Recipient has complied with all terms and conditions of the award.

Authorized Representative Signature

Printed Name

Title

Date

ANNEX A



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