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Government Agreement Technical Representative (GATR) Designation Letter Template

An Additional Help for ADS Chapter 220

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**Government Agreement Technical Representative (GATR)
Designation Letter**

DATE: _____

FROM: _____, Mission Director
SUBJECT: Government Agreement Administration Authorities
TO: _____
REF: Agreement No/Name (Activity Name/Agreement Type)

This letter designates you as the Government Agreement Technical Representative (GATR) and delegates to you the authority to provide oversight of the above referenced Activity and associated agreement(s) with the Partner Government Implementing Entity (PGIE). The authority for this delegation appears in ADS 220.6.1. GATR Role and Designation.

As the GATR, you will lead a multi-disciplinary Partner Government System Team (PGST) to ensure that USAID exercises adequate management control over its assistance funds. The core PGST during implementation includes the GATR, a financial specialist from the Office of Financial Management (OFM), and a program office (PO) representative. Other team members may also be assigned and, at different times during the activity cycle, the size of the team may expand or contract to accomplish specific tasks.

I. RESPONSIBILITIES

Conduct of GATR responsibilities will require the assistance of many Mission staff. The role of the PGST is to support the GATR and the PGIE to manage the agreement, oversee implementation and provide for needed capacity building assistance. The PGST is a mechanism for bringing additional expertise and support to assist in overseeing activities. It is your responsibility to identify the tasks necessary for proper management and oversight, and call on the assistance of the PGST members and other Mission staff as necessary to accomplish those tasks in the timeframe required. Therefore, the following is critical to your role:

- Your familiarity with ADS 220, Redefining our Development Relationship with Partner Governments through Government-to-Government (G2G) Assistance, the materials in the G2G Risk Management and Implementation Guide, and relevant and current laws and policies is critical to carrying out your duties.
- As GATR, you must read all agreements, Implementation Letters (ILs) and Development Objective Agreements (DOAG) sections and Project Development Documents associated with the referenced agreement and thoroughly acquaint yourself with their purpose, terms, conditions, and the respective roles and responsibilities of the PGIE, the PGST, the Resident Legal Officer (RLO), the Mission Director (DIR) and the Deputy Mission Director (DDIR) in ensuring the agreement accomplishes its purpose. As GATR, you should periodically review the agreement to maintain familiarity with its terms and conditions. You must maintain frequent liaison and direct communication with the PGIE.

- As GATR, you must have an active Assistance Officer's Representative or Contracting Officer's Representative (AOR/COR) certification and maintain this certification throughout the period that you are a GATR.
- As GATR, you may face disciplinary action for unauthorized acts. Properly discharging your duties and responsibilities as a GATR minimizes your risk of facing disciplinary action. The areas in which you must be particularly cautious involve agreement authority and financial management.

In government agreement administration, improper actions include, but are not limited to, taking actions that are beyond your authority as delegated in this letter. There are strict limitations on a GATR's authority. Generally, the GATR cannot change any of the terms of a G2G agreement, and under no circumstances can a GATR bind the Mission or USAID to the commitment, obligation, or expenditure of funds not present in the G2G agreement. If you have questions in this area, contact the RLO for advice BEFORE you take 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 reasonable steps to ensure that the PGIE has submitted all required agreement deliverables, services, and reports;
- Document and provide justification for the action, including determining if the PGIE has completed necessary requirements before authorizing payment (the documentation, whether formal or not, should be easily understood by an auditor or other third party individual reviewing it);
- Discuss with the PGST, Office Director and RLO, and notify the Regional Inspector General if you suspect misuse or fraud related to use of USG resources.

II. GATR RESPONSIBILITIES

1. **Post-award Launch Meeting.** Organize and lead the post-award launch meeting with the PGIE and relevant Mission staff to orient them to key implementation processes (e.g., requesting advances, environmental compliance, requesting payments, reporting, etc.).
2. **Approve a Work Plan (for Cost Reimbursement and, if appropriate, for Fixed Amount Reimbursement Agreements (FARA)).** The GATR will periodically review and approve, after consultation with the PGST, the PGIE's technical work plans and any work plan modifications and provide written notice of approval to the PGIE. The work plan should reflect technical, risk mitigation and capacity development activities and be tied to milestones for FARAs.
3. **Develop a Management Plan.** The management plan should build upon the findings from the Risk Assessment and Risk Mitigation and include a vision for the capacity development assistance the PGIE may require to ensure proper management control. The GATR in collaboration with the PGST and the PGIE should develop a management plan which documents partner government management systems essential to achieving desired outcomes and any capacity building or risk mitigation measures necessary for successful execution of the activity. Note that the management plan is principally intended to

document the procedures that will be used to ensure effective management of activity implementation and achievement of results by the PGIE.

4. **Accept and Approve Goods and Services.** The GATR, in consultation with the PGST, makes determinations regarding the fulfillment of obligations of the PGIE that are prerequisites to the disbursement of funds. For cost reimbursement awards, the GATR determines whether costs are reasonable, allowable, and allocable under an award. For Fixed Amount Reimbursement Agreements (FARAs), your responsibilities include determining whether milestones have been achieved and administratively approving the requested payment for these milestones. Your administrative approval, in consultation with the PGST, must be based on receipt of the 'deliverable', or means of verification associated with each milestone. Verification may include physical confirmation or an on-site visit either by USAID or a third party. Verification may be done by appropriate analysis of written documents (vouchers, training sign-up sheets), photos, videos, or other means designed to ensure activities are completed. Your Office Director and the Resident Legal Officer must clear on the milestone/activity completion.
5. **Monitoring, Evaluation and Reporting.**

The GATR should bring any significant performance problem to the immediate attention of the PGST and Office Director who will notify the appropriate individuals as needed. Routine monitoring includes:

- a. Development and implementation of a Monitoring, Evaluation and Learning (MEL) Plan. To the greatest extent practicable, the MEL plan should build off of the partner government monitoring and evaluation system and practices. A draft activity level MEL plan is required for activity approval, and should be finalized in the early phase of implementation. It should include indicators to measure progress toward service delivery or development results, as well as organizational capacity development results and contribution to higher level results in the Mission Results Framework.
- b. Periodic joint progress review meetings between the PGST and key PGIE officials.
- c. Site visits to assess progress, challenges and results. Site visits should at a minimum be conducted quarterly and a schedule should be maintained by the GATR. (Please see Mission Order on Site Visits.)
- d. Ensure the conduct of data quality assessments once every three years for all indicator data included in the Mission's Annual Performance Report, if any.

Ensure the Conduct of Regular Monitoring and Evaluation Activities

- a. Regular monitoring is critical to ensure implementation is yielding desired results. Where monitoring and oversight suggest that implementation is yielding different results than anticipated, the GATR and PSGT should initiate discussions with the PGIE counterpart and relevant USAID staff to analyze this divergence. Course correction in implementation may be necessary to yield better results and may also result in a modification of the agreement. An ad hoc evaluation may be necessary.

iii. Ensure the Conduct of Regular Reporting Activities

- a. For cost reimbursement agreements only: If the agreement is for less than one year, the GATR shall ensure the completion of a brief final report, within 90 days of the end of the period of performance. In the case of multi-year agreement, the GATR shall ensure the completion of annual interim reports, as well as a final report, within 90 days of the end of the performance period.

2. Propose and Obtain Approval for Agreement Revisions, including Adjustment of Milestones.

- i. It may be necessary to adjust activities, outputs, milestones or payment amounts based on changed conditions. However, such adjustment must not be retroactive to works in progress or previously completed. Missions must document such adjustments and modify agreements in writing per ADS 220.3.5.2b (2) (d) 8.
- ii. **Milestone payments:**
- a) The GATR must not increase milestone payment beyond the cost fixed at the time of the signing of the agreement.
- b) If the agreement permits partial payment for partial performance, the GATR may recommend paying for less than full compliance of the milestone pursuant to the terms of the agreement.
- c) If the agreement does not permit partial payment, the GATR must recommend a formal amendment to the agreement prior to recommending paying for less than full compliance of the milestone.
- d) If the GATR determines that an event beyond the control of the PGIE has occurred (“force majeure¹”), the GATR may consider amending the agreement to adjust payments or to finance reasonable, additional costs incurred from the force majeure event. Any amended milestones resulting from these changes should be consistent with the agreement in which the original milestones were set forth. Proposed changes to the activity description, technical provisions, milestones, payments and/or any other term or condition of the agreement must be discussed with and agreed to by the PGST. The changes must be cleared by relevant offices as per the Mission Order, Clearances and Delegations of Authority, documented appropriately through an agreement amendment, and maintained in the GATR and PRM files.
- iii. If the GATR determines that multiple or substantial amendments indicate that the PGIE is unlikely to accomplish the agreement activities, and that continuing the agreement is no longer in the best interest of the U.S. government, then the GATR, in coordination with the PGST team, may recommend re-negotiation or termination of the agreement to the Mission Director to the extent the agreement provides for unilateral termination.

¹ Force majeure events include natural disaster (including floods, earthquakes, tsunamis, hurricanes, and cyclones), man-made disasters (including civil strife, coup d'états, labor strikes, and fires) or other events beyond the control of the PGIE that result in nonconformance.

3. Financial Management. Although the responsibility for making payments and accounting for funds and balances rests in the Mission's OFM, the GATR must:

- i. Affirm in writing to the financial analyst on the PGST team, prior to the disbursement of any funds to the PGIE (including advances), that all required approvals, assessments (including capacity development), and conditions precedent under the agreement documents have been satisfied.
- ii. Ensure that PGIEs have opened a dedicated bank account and that account details are current.
- iii. Review PGIE requests for reimbursement/liquidation (vouchers, any required evidence of milestone completion, and/or financial reports) and provide or deny administrative approval in accordance with the stipulations of the agreement, the initial budget, and the procedures in ADS Chapter 630- Payables Management. If necessary, the GATR will direct third-parties to independently verify and document that work has been completed to support the payment.
- iv. Monitor the financial status of the agreement on at least a quarterly basis (use Mission pipeline reports, Ops-master, Milestone Payment Tracking Tool and other financial information), in coordination with the PGST, to ensure that the level of funding is the minimum necessary.
- v. In coordination with the PGST, monitor the financial management (including outstanding findings, bank/special accounts, financial systems and progress on capacity development) and host country contribution requirements in coordination with the PGST and in accordance with the agreement and Agency regulations (ADS 220 and 350.3.5- Grants to Foreign Governments).
- vi. Ensure that all funding actions comply with the Agency's forward funding guidelines (ADS 602 - Forward Funding of Program Funds), where appropriate under the terms of the agreement.
- vii. Coordinate with the PGST on audits requirements (i.e. financial, limited scope and performance audits) that may be needed. Per ADS 591 - Financial Audits of USAID Contractors, Grantees, and Host Government Entities, financial audits are required for yearly expenditures of \$300,000 and greater for non-FAR costs (cost reimbursement, advance/liquidation or sector assistance activities) using the approved list of designated auditors maintained by the Regional Inspector General.
- viii. Ensure that any advance payments authorized under the agreement are for no more than 30 days of working capital requirements of the activity in accordance with ADS 220maj, Advances for G2G assistance and 636 - Program Funded Advances.
- ix. Follow close-out procedures required for the agreement.

4. Capacity Development/Technical Assistance. Based on: 1) the Risk Management Plan and, as applicable, the Capacity Development Plan, 2) discussion with the PGST, 3) approval of the Office Director, and 4) availability of resources, identify and support the provision of technical assistance to the PGIE to help the PGIE achieve the results in the agreement.

5. Environmental compliance.

- i. Know the 22 CFR 216 threshold determinations and any attendant environmental mitigation and monitoring conditions that apply to the PGIE's activities, as established in the Request for Categorical Exclusion, Initial Environmental Examination, and/or relevant Environmental Assessments.
- ii. Fully execute the environmental compliance responsibilities listed in ADS 204.2.c, 204.3.4 and other ADS sections. These responsibilities include, but are not limited to, (a) ensuring that any specified environmental mitigation and monitoring is implemented, sufficient, and effective; and (b) ensuring that the PGIE's activities remain within the scope of the approved 22 CFR 216 documents.
- iii. Your action may be required to secure duly approved amendments to these documents and in certain cases the GATR may be required to recommend to the Office Director that project activities that cannot be brought into compliance be suspended.

6. Legal requirements. Consult with the RLO regarding any questions pertaining to agreement interpretation. The governing document for the GATR is the implementation letter, Mission Order 220-1, and ADS guidance.

- i. Consult with the PGST, Office Director, Supervisory Program Officer and the RLO if any proposed action could reasonably result in a breach of the terms of any agreement document, this Mission Order, the ADS, or any U.S. rule, regulation, law or statute.
- ii. Refrain from approving or taking any action that exceeds the delegated authority of the GATR. (Questions should be referred to the RLO for advice BEFORE any action is taken.)

III. AGREEMENT ADMINISTRATION

1. **Communications.** The GATR should share relevant communications with PGST team members. In particular, the GATR should provide to the PGST a copy of any communications between the GATR and the PGIE that: 1) may lead to an amendment to the agreement, 2) may affect the PGIE's rights or responsibilities under the agreement, or 3) an action has or may affect the terms set forth under the agreement documents.
2. **Branding and Outreach.** The GATR will:
 - i. Coordinate events and press releases with the Mission Development Outreach Communications Advisor.
 - ii. Ensure that appropriate branding takes place in accordance with the terms of the agreement and USAID-approved partner government practices.
3. **Documentation.** As the GATR, you have an important responsibility for establishing and maintaining adequate electronic and hard copy GATR files. These files are your primary tools for carrying out your duties and responsibilities as the GATR for this agreement and

provide documentation of your actions. These files will also help alternate and successor GATRs, auditors and reviewers to understand your actions as GATR and the reasons behind such actions, as well as to have adequate files for audit purposes. At a minimum, the GATR must ensure that the files contain the documents listed in Annex 3, G2G Required Documentation, of the G2G Mission Order. In addition, PRM will maintain signed final implementation letters in PRM files.

4. **Property Disposition.** The GATR is responsible for ensuring that project-financed property is maintained and disposed of in accordance with the terms of the agreement, the ADS, the DOAG, and customary Mission practice.

IV. LIMITATIONS

1. **Scope of Authority/Avoiding Unauthorized Commitments.** Your authority does not include making any changes in the activity description, the terms and conditions of the applicable agreement(s) (e.g. IL(s)), or the total estimated budget. Actions you take or directions you give beyond the authorities provided in this memorandum or in ADS 220 may create unauthorized commitments under the agreement. Unauthorized commitments undermine the Agency's financial management systems and can lead to disputes with partner governments and other interested parties, and in some cases, constitute criminal violations of law. For any questions concerning the legal scope of your authorities, you should consult your RLO before taking action.

Re-delegation. You may not re-delegate the authorities or responsibilities contained in this memorandum to any other person, except as provided below in subparagraph 3..

2. **Alternate GATR.** In your absence, and only in your absence, **[Insert name of alt. GATR]** is hereby authorized to act on your behalf. If this individual is not available to carry out your GATR responsibilities during your absence, notify the Office Director as soon as possible to discuss alternatives. To ensure minimal disruptions, please notify the PGIE and the PGST as soon as possible when you will be unavailable to discharge your GATR responsibilities for a period of more than two weeks. If the alternate is not available in your absence, the Mission Director will designate a new alternate GATR.
3. **Duration of GATR Designation.** This designation will remain in effect for the life of the agreement unless the Mission Director rescinds it in writing or you resign this position. If you cannot fulfill your responsibilities as GATR for any reason (e.g. transfer to another post), please notify the Office Director as soon as possible in order to ensure the timely designation of a successor.

V. STANDARDS OF CONDUCT AND CONFLICTS OF INTEREST

As an employee of the U.S. 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 Branch, 22 CFR 2635. You must notify the PGST, Office Director and RLO immediately of any suspected fraud, bribery, conflict of interest, or improper conduct occurring during the course of your official duties by any party including him

or herself, employees of the Mission, PGIE, or technical assistance implementing partners. Mission employees must avoid the appearance of such conflict in order to preserve public confidence in the U.S. Government employee's conduct of business.

As a GATR, you are responsible for protecting the U.S. Government's interests, while supporting its reputation for fair and equal dealings with all its partners, including PGIEs. 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 RLO, and the Assistant General Counsel for Ethics Administration (*see* <http://inside.usaid.gov/A/GC/EA/> for more information) of this conflict so that appropriate action may be taken. As GATR, you must avoid the appearance of such conflict in order to preserve public confidence in the U.S. Government (USG) employee's conduct of business. Furthermore, you must be aware of the post-employment restrictions on former USG employees, including Personal Service Contractors, found in 18 U.S.C. 207, to prevent/ avoid/ preclude possible violations.

ACKNOWLEDGEMENT

Your signature below confirms that you:

- (1) Accept this appointment.
- (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 in a completely impartial manner that avoids conflicts of interest.

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

 NAME
 G2G AGREEMENT TECHNICAL
 REPRESENTATIVE

 DATE

After signing, return this original memorandum to the Program Office. Retain a copy for your records. The Mission Director will acknowledge your acceptance of this designation by signing below and will send a copy to you and the others indicated below.

 NAME
 USAID/ MISSION DIRECTOR

 DATE

- cc: [Insert name of alt. GATR], Alternate GATR
- [], Mission Controller
 - [], GATR’s Supervisor
 - [], Program Officer
 - [], Program Office PGST representative
 - [], Office of Financial Management PGST representative
 - [], Deputy Mission Director

**Alternate Government Agreement
Technical Representative (GATR) Designation –
Government Agreement Administration**

TO: [Insert name of alt. GATR]
REF: [Insert Activity number and name]

ACKNOWLEDGEMENT

Your signature below confirms that you:

- (1) Accept this appointment.
- (2) Agree to comply with all duties, responsibilities, and limitations outlined in this memorandum, particularly those pertaining to conflicts of interest, by agreeing to conduct business dealings in a completely impartial manner that avoids conflicts of interest.
- (3) Understand that you are only authorized to perform these duties in the absence of the GATR.
- (4) Understand that you may be required to participate in the expanded GAT, as needed.

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

NAME
ALT. G2G AGREEMENT
TECHNICAL REPRESENTATIVE

DATE

After signing, return this original memorandum to the Program Office. Retain a copy for your records. The Mission Director will acknowledge your acceptance of this designation by signing below and will send a copy to you and the others indicated below.

NAME
USAID/ MISSION DIRECTOR

DATE

cc: [Insert name of GATR], GATR
[], Mission Controller
[], Alt. GATR's Supervisor
[], Program Officer

- [], Program Office PGST representative
- [], Office of Financial Management PGST representative
- [], Deputy Mission Director