



Fixed Amount Award Template

An Additional Help for ADS Chapter 303

Partial Revision Date: 10/01/2024
Responsible Office: M/OAA/P
File Name: 303sal_100124

[DATE]

[Recipient Name and Address]

Subject: **Fixed Amount Award No. [Award Number], under [Request for Application/Annual Program Statement] [Award Title]**

Dear [Recipient Contact]:

Pursuant to the authority contained in the U.S. Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development (hereinafter referred to as "USAID"), hereby awards to the [Name of recipient organization] (hereinafter referred to as "Recipient"), the sum of U.S. Dollars \$[Award Amount] *payable in U.S. Dollars for U.S. recipients and local currency for Non-U.S. recipients*, according to the **Schedule of Milestones** shown in the Schedule, Attachment 1, to support the subject award, as more fully described in the Program Description, Attachment 2.

By signing this **Fixed Amount Award type of [AO must select "Grant" or "Cooperative Agreement"]**, the Recipient agrees that:

1. The Recipient will comply with the terms and conditions as set forth in the attachments listed following the signature below, which are incorporated as part of the **award**. **[For U.S. Organizations, include this sentence: *The Recipient will also comply with the applicable requirements in 2 CFR 200 and 2 CFR 700.*]**
2. **The Recipient will maintain records of transactions related to the award for at least three years after payment of the final milestone. USAID, the USAID Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, retains the right, at its discretion, to examine all or a sample of the recipient's records or transactions related to the award where concerns of implementation irregularities arise. Although there is no expected routine monitoring of the actual costs incurred by the Recipient under the award, this does not absolve the Recipient from the record retention requirements; nor does it absolve the Recipient of the responsibilities of making records available for review during an audit. The Recipient must have an annual single or program-specific audit, consistent with 2 CFR Part 200, Subpart F, for any Recipient fiscal year in which the Recipient expends \$1,000,000 or more in all federal awards, either as a recipient, subrecipient, or contractor.**
3. USAID is not liable for reimbursing the Recipient for any amount in excess of the obligated amount, or outside of the **award** period, as provided in the Schedule.

4. Unless otherwise provided in the Schedule, title to any equipment or personal property purchased to accomplish any milestones under this award vests in the Recipient upon acquisition, with the condition that the Recipient must use the equipment or property for the award as long as it is needed for such.
5. The Recipient will obtain the USAID Agreement Officer's (AO) prior written approval for the following: 1) changes to the activities being supported by this award; 2) changes to the fixed amount of this award; 3) changes to the schedule of milestones; 4) subaward activities, including fixed amount subawards; 5) changes to key personnel, if any; and 5) changes to the completion date.
6. USAID will conduct routine monitoring of the award, including site visits as appropriate.
7. On submission of the voucher for payment for the final milestone, the Recipient must certify in writing that:
 - a. The project was completed as agreed to in the award, or identify those activities that were not completed,
 - b. All expenditures were incurred in accordance with 2 CFR 200.403, and
 - c. The Recipient will make no further claim against USAID after final payment.
8. This award may be terminated by either party at any time, in whole or in part, 30 calendar days after receipt of written notification by the other party. If USAID terminates this award, the Recipient may submit a claim within 120 calendar days of such termination for any costs incurred in performance of any unpaid or incomplete milestones. The AO must determine the amount(s) to be paid by USAID to the Recipient under such claim, in accordance with the legally applicable Cost Principles.
9. Any dispute under this award will be decided by the AO. Notwithstanding any other term of this award, subrecipients and contractors have no right to submit claims directly to USAID and USAID assumes no liability for any third party claims against the Recipient.

Please sign this letter to acknowledge receipt and confirm acceptance of the award, and return it to the AO.

Sincerely,

Agreement Officer

Attachments:

1. Schedule
2. Program Description
3. Branding Strategy and Marking Plan [remove if not applicable]
4. Standard Provisions for Fixed Amount Awards

ACKNOWLEDGED by Recipient's duly authorized

representative: Signature: _____

Name: _____ Title: _____

Phone: _____

Email: _____

Date: _____

ACCOUNTING DATA:

xxxxxxxxx

xxxxxxx

Payment Office:

ATTACHMENT 1: SCHEDULE

A. PURPOSE OF AWARD

The purpose of this award is to provide support for the program described in Attachment 2, Program Description.

B. AWARD PERIOD

The effective date of this award is [Start Date]. The completion date of the award is [End Date] or ["upon submission of the final milestone" (see example below in Milestone chart.)].

C. AMOUNT OF AWARD AND PAYMENT

1. USAID hereby awards the amount of US\$[Award Amount] for purposes of this award. See complete Budget attached within the Program Description.

2. Payment will be made ["pursuant to the Standard Provision "Advance Payment and Refunds." (*if advances are authorized*)]. **OR** (*if advances are not authorized, use the following:*) "to the Recipient upon presentation to the USAID Controller at USAID/[Insert W or Mission] an original and two copies of a properly prepared voucher using the SF-1034, [or via email to xxx@usaid.gov if electronic vouchers are allowed], with a certification that the milestone being billed has been completed and providing any other documentation required by USAID specified with each milestone. Each voucher will be identified by the award number, specify the milestone that is being billed, and the fixed amount associated with that milestone. Payment shall be within 30 days after receipt of a proper voucher or the verification by USAID of milestone completion for which payment is requested, whichever is later. USAID reserves the right to withhold payment subject to milestone completion verification. The Recipient is encouraged to submit the above referenced payment documentation as e-mail attachments to the e-mail address provided for the Payment Office. Payment documentation may also be submitted in hard copy paper form to the Payment Office."

D. SCHEDULE OF MILESTONES

1. Following is the Schedule of Milestones associated with the program which has been agreed upon between the USAID and the Recipient, for funding under this award.

2. The accomplishment of each milestone will be based on the successful completion of the milestone and submission of the corresponding verification documentation, report, or deliverable.

Milestone No.	Description of Milestone	Verification Documentation, Report or Deliverable	Completion Date (if applicable)	Amount
1	[Example: Acceptance of a detailed work plan and monitoring and evaluation plan]	[Example: AOR approved work plan and M&E plan, showing concurrence by Ministry of Agriculture]		
2				
3				
4				
5	[Example: Acceptance of Final Report]	[Example: AOR approved Final Report, as described herein.]		
TOTAL				

[milestones are in sequential order unless the schedule provides otherwise.]

ATTACHMENT 2: SAMPLE PROGRAM DESCRIPTION TEMPLATE

1. STATEMENT OF PURPOSE

[Insert]

2. BACKGROUND

[Insert]

3. PROGRAM GOALS AND OBJECTIVES

[Insert]

4. ACTIVITIES AND TIMELINES

Milestone/Description	Estimated Time to Complete	Detailed Activity and Output
1		
2		
3		
4		
5		

5. KEY PERSONNEL (if applicable)

- 1.
- 2.
- 3.

6. EXPECTED OUTCOMES

[Insert]

7. PROJECT OVERSIGHT

[Insert]

8. CLOSEOUT

[Insert]

9. SUBSTANTIAL INVOLVEMENT (if applicable, only for Cooperative Agreements)

(The AO should refer to 303.3.25.d when the fixed amount award is a cooperative agreement and will include substantial involvement . The AO must delete this section if the fixed amount award will not include substantial involvement)

ATTACHMENT 3: Sample Branding Strategy and Marking Plan Template

Branding Strategy

Positioning

What is the intended name of this program, project, or activity?

Will a program logo be developed and used consistently to identify this program? If yes, please attach a copy of the proposed program logo.

Program Communications and Publicity

Who are the primary and secondary audiences for this project or program?

What communications or program materials will be used to explain or market the program to beneficiaries?

What is the main program message(s)?

Will the recipient announce and promote publicly this program or project to host country citizens? If yes, what press and promotional activities are planned?

Please provide any additional ideas about how to increase awareness that the American people support this project or program.

Acknowledgements

Will there be any direct involvement from a host-country government ministry? If yes, please indicate which one or ones. Will the recipient acknowledge the ministry as an additional co- sponsor?

Please indicate if there are any other groups whose logo or identity the recipient will use on program materials and related communications.

Marking Plan

Public communications, commodities, and program materials

A description of the public communications, commodities, and program materials that the recipient will produce as a part of the grant or cooperative agreement and which will visibly bear the USAID Identity. These include:

- i. program, project, or activity sites funded by USAID, including visible infrastructure projects or other programs, projects, or activities that are physical in nature;

ii. technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities and other promotional, informational, media, or communications products funded by USAID;

iii. events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences, and other public activities; and

iv. all commodities financed by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs, and all other equipment, supplies and other materials funded by USAID, and their export packaging.

Table of program deliverables which will be marked with USAID Identity

Deliverable	Type of marking and material(s) used	When and where marking will occur

Table of program deliverables which will not be marked with USAID identity

Deliverable	Rationale for not marking deliverable

ATTACHMENT 4

Standard Provisions for Fixed Amount Awards

[The AO must attach all mandatory and any applicable as required Standard Provisions for Fixed Amount Awards as full text. Standard Provisions must not be linked as recipients are bound by the terms and conditions that exist at the time the award is made.]