

Annex 2 - Sample Associate Award

Subject: Associate Cooperative Agreement No. _____
(Reference Leader Cooperative Agreement No. GPH-A-00-02-00008-00)

Dear _____:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development (hereinafter referred to as "USAID" or "Grantor") hereby grants to Johns Hopkins University (hereinafter referred to as "JHU/CCP" or "Recipient"), the sum of \$ _____ to provide support for the implementation of a Global Program to _____, as described in Attachment 1, entitled "Schedule" and in Attachment 2, entitled "Program Description" of this award.

This Associates award is effective and obligation is made as of the date of this letter and shall apply to commitments made by the Recipient in furtherance of program objectives during the period beginning with the effective date and ending _____. USAID shall not be liable for reimbursing the Recipient for any costs in excess of the obligated amount.

This award is made to JHU/CCP, on condition that the funds will be administered in accordance with the terms and conditions as set forth in 22 CFR 226, entitled "Administration of Assistance Awards to U.S. Non-Governmental Organizations"; Attachment 1, entitled "Schedule"; Attachment 2, entitled "Program Description" and the "Standard Provisions" set forth in the Leader award referenced above.

In the space provided below, please sign the original and each copy of this letter to acknowledge your acceptance of this award and return the original and all but one copy to the Agreement Officer.

Sincerely,

Agreement Officer

Attachments:

- 1. Schedule
- 2. Program Description

The terms of this Agreement are acceptable to the Recipient:

BY: _____

TITLE: _____

DATE: _____

ACCOUNTING AND APPROPRIATION DATA

A. GENERAL

1. Total Estimated USAID Amount:
2. Cost Sharing Amount:
3. Total Obligated Amount:
4. Activity:
5. USAID Project Office:
6. Employer I.D. Number:
7. DUNS No.:

B. SPECIFIC

1. A&A Request Number:
2. Org ID:
3. Account:
4. Obl. Amount:

ATTACHMENT 1

SCHEDULE

1.1 PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide support for the program described in Attachment 2 of this Agreement entitled "Program Description."

1.2 PERIOD OF AGREEMENT

The effective date of this Agreement is the date of the Cover Letter and the completion date is _____. The effective date of the associated Leader award is July 26, 2002 to July 24, 2007.

1.3 AMOUNT OF AWARD and PAYMENT

1. The total estimated amount of this Agreement is \$_____.

2. USAID hereby obligates the amount of \$_____ for program expenditures during the period set forth in B.2 above and as shown in the Budget below.

3. Payment shall be made to the Recipient by (TO BE DETERMINED) in accordance with the procedures set forth in (TO BE DETERMINED).

4. Additional funds up to the total amount of the grant shown above may be obligated by USAID subject to the availability of funds and 22 CFR 226.25.

1.4 BUDGET

The following is the Agreement Budget. Revisions to this budget shall be made in accordance with 22 CFR 226.25.

| <u>Activity</u> | <u>Amount</u> |
|-------------------------|---------------|
| Global Program to _____ | \$(USAID) |
| Cost Share | \$(Recipient) |
| Total Program Amount | \$(TOTAL) |

1.5 REPORTING AND EVALUATION

1. Financial Reporting

In keeping with the requirements established in 22 CFR 226.52, the Recipient is required to submit an original and two copies of:

(TO BE DETERMINED)

2. Program Reporting

In accordance with 22 CFR 226.51, the Recipient shall submit an original of a performance report (frequency TO BE DETERMINED) to (TO BE DETERMINED - Mission or Bureau CTO). A copy shall be submitted to the CTO, Ronald Reagan Building, 1300 Pennsylvania Avenue, Washington, DC 20523. In addition, one copy shall be submitted to USAID/CDIE/DI, Washington, DC 20523-3800. A final performance report is required within 90 days following the completion of this Cooperative Agreement.

1.6 SIGNIFICANT INVOLVEMENT BY USAID

USAID will be involved in the following activities with the Recipient during the implementation of the Project:

1. Approval of annual workplans.
2. Designation of key positions and approval of key personnel.
3. USAID approval of monitoring and evaluation plans, and USAID involvement in monitoring progress towards achievement of program objectives during the course of the cooperative agreement.

1.7 INDIRECT COSTS

Pursuant to the Optional Standard Provision of this Award entitled Negotiated Indirect Cost Rates - (TO BE DETERMINED), an indirect cost rate shall be established for each of the Recipient's accounting periods which apply to this Award. Pending establishment of final or revised PROVISIONAL indirect cost rates, PROVISIONAL payments on account of allowable costs shall be made on the basis of the following negotiated PROVISIONAL rate(s) applied to the base(s) which is (are) set forth below:

| Rate | Base | Period |
|------------------|------|---|
| TO BE DETERMINED | 1/ | From: Agreement Effective date To: Until Rate is Amended |

1/ Base of Application: TO BE DETERMINED

1.8 TITLE TO AND CARE OF PROPERTY

Title to all property financed under this award shall vest in (TO BE DETERMINED).

1.9 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this award is Code (TO BE DETERMINED).

1.10 PROGRAM INCOME

The Recipient shall account for Program Income in accordance with 22 CFR 226.24. Program Income earned under this award shall be (TO BE DETERMINED)

1.11 COST SHARE

The Recipient shall account for cost share in accordance with 22 CFR 226.23, Cost Sharing or Matching.

1.12 KEY PERSONNEL

The following positions are considered key to the successful completion of the project described in this Agreement. The named personnel are approved and the Recipient agrees to submit to USAID for approval any proposed replacement for any of the persons named below.

| <u>Position</u> | <u>Name</u> |
|--------------------|-------------|
| (TO BE DETERMINED) | |

1.13 ASSOCIATES COOPERATIVE AGREEMENT

This is a Associates cooperative agreement which has been issued in association with Bureau for Global Health (GH) Leader with Associates (LWA) cooperative agreement number (GPH-A-00-02-00008-00), a copy of which shall be filed with this associate award. All Mission or Bureau issued Associate awards must be completed within 10 years of the effective date of the Leader award.

1.14 IMPLEMENTATION OF E.O. 13244 - EXECUTIVE ORDER ON TERRORIST FINANCING

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 legal responsibility of the recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontractors/subawards issued under this agreement.

1.14 STANDARD PROVISIONS

The standard provisions of the Leader award apply to this Associate award.

ATTACHMENT 2
PROGRAM DESCRIPTION
(To Be Determined)