

[ ] **OGSM:FFE-XXX-2023/XXX-00**  
[ ] **COUNTRY:[COUNTRY]**

**COOPERATIVE AGREEMENT BETWEEN  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
AND  
[PVO]  
FOR THE PROVISION OF AGRICULTURAL COMMODITIES AND FINANCIAL  
AND TECHNICAL ASSISTANCE THROUGH THE MCGOVERN-DOLE  
INTERNATIONAL FOOD FOR EDUCATION AND CHILD NUTRITION PROGRAM**

**Preamble**

The Government of the United States of America, acting through the Foreign Agricultural Service (hereinafter referred to as FAS), an agency within the United States Department of Agriculture (hereinafter referred to as USDA), and [PVO] (hereinafter referred to as the Recipient);

In an effort to improve food security, reduce the incidence of hunger, and improve literacy and primary education and thereby contribute to more self-reliant, productive societies;

Desiring to set forth the understandings that will govern the provision of agricultural commodities and financial and technical assistance to the Recipient for use in [Country] under the McGovern-Dole International Food for Education and Child Nutrition Program, which is authorized by section 3107 of the Farm Security and Rural Investment Act of 2002, as amended;

Agree as follows:

**PART I  
TERMS OF DONATION**

A. FAS agrees to donate to the Recipient the agricultural commodities, and quantities thereof, specified in Paragraph C (hereinafter referred to as the "donated commodities") for assistance in [Country] and, to the extent specifically included in Part III, Items I and III, provide financial and technical assistance, pay ocean transportation and other costs associated with providing the donated commodities, and provide funds to the Recipient for the procurement and transportation of qualified commodities, as specified in Part II, Paragraph B(2) (hereinafter referred to as the "procured commodities"). This donation is not for research and development.

B. The Recipient agrees to use the donated commodities, any procured commodities, and any amount specified in Part III, Item III, Paragraph A, only in accordance with this agreement and the approved Plan of Operation, Attachment A, which is attached hereto and made a part of this agreement.

C. The donated commodities to be made available under this agreement are as follows:

Commodity	Maximum Quantity Metric Tons (MT)	Commodity Usage	Packaging	Estimated Arrival at U.S. Port(s)
		Direct Feeding		
<b>Total</b>				

The donated commodities will be in accordance with the Commodity Specifications, Attachment B, which is attached hereto and made a part of this agreement. FAS may, at its option, substitute packaging of a different size or type or both. FAS may, but is not required to, provide extra bags for donated commodities that are packaged if the Recipient requests them at the time that it submits its order for delivery of such donated commodities.

D. FAS will endeavor to provide to the Recipient the maximum quantity of each of the donated commodities specified above. FAS may, however, provide a quantity of a commodity that is less than the maximum quantity, to the extent that in FAS's estimation the total cost of commodities, transportation, and any financial and technical assistance provided by FAS under this agreement would otherwise exceed \$XXX.XX. For FAS's financial management purposes, costs associated with this agreement will be obligated against budget fiscal year 2023 funds.

E. The Recipient will provide a cost sharing or matching contribution of \$XXX.XX, resulting in a total Federal award amount of \$XXX.XX.

F. This agreement is subject to the availability, during each fiscal year to which this agreement applies, of the necessary commodities and funds.

G. This agreement is subject to the terms and conditions set forth in 7 CFR part 1599. The Office of Management and Budget guidance at 2 CFR part 200, as supplemented by 2 CFR part 400 and 7 CFR part 1599, applies to the McGovern-Dole International Food for Education and Child Nutrition Program. In addition, except as otherwise provided in 7 CFR part 1599, other regulations that are generally applicable to grants and cooperative agreements of USDA, including 2 CFR parts 25, 170, 175, 180, 182, 415, 417, 418, 421, and 422, apply to the McGovern-Dole International Food for Education and Child Nutrition Program.

H. The Assistance Listing Number and program title for the McGovern-Dole International Food for Education and Child Nutrition Program is 10.608, Food for Education.

## **PART II** **PROCUREMENT OF COMMODITIES**

A. The Recipient will use funds provided by FAS under this agreement and designated for this purpose to make a local procurement or regional procurement, or both, of approved qualified commodities to distribute in [Country] in accordance with this agreement. Qualified commodities, as defined in 7 CFR section 1599.2, must be produced in a country (the "country of origin") that is either [Country] or a developing country in the target region under this agreement, and must meet each nutritional, quality, and labeling standard of [Country] for such commodities, as well as the criteria specified in 7 CFR section 1599.6(b). Section 6 of Attachment A sets forth the applicable nutritional, quality, labeling, and food safety standards for each qualified commodity to be procured by the Recipient under this agreement. The Recipient

must comply with these standards and 7 CFR section 1599.6(b) when procuring commodities with funds provided under this agreement.

B. (1) The Recipient will make a local or regional procurement, or both, of each qualified commodity in the table in subparagraph (2) from the country(ies) of origin specified for that commodity in such table. For the purposes of this agreement, the country of origin and the purchase country, as defined in 7 CFR section 1599.2, will be the same. The Recipient will not use FAS-provided funds to procure commodities from any country other than as specified in subparagraph (2).

(2) FAS approves the following types and quantities of qualified commodities for procurement by the Recipient under this agreement:

<b>List of Locally or Regionally Procured Commodities</b>					
<b>Commodity</b>	<b>Total Quantity Metric Tons (MT)</b>	<b>Commodity Usage</b>	<b>Packaging</b>	<b>Estimated Arrival at Destination Country</b>	<b>Country(ies) of Origin</b>
		Direct Feeding			
<b>Total</b>					

(3) The Recipient may make a change to packaging or an estimated arrival at destination country specified in the table in subparagraph (2), or increase or decrease the total quantity of a commodity in the table by less than 10 metric tons. The Recipient may increase or decrease the total quantity of a commodity in the table by 10 metric tons or more only if it has obtained written approval of such change from the Senior Director, International Food Assistance Division (IFAD), FAS, prior to making the change. If the Recipient seeks to change any of the other information in the table, this agreement must be amended. The Recipient will submit a written request for such an amendment to the Senior Director, IFAD.

C. FAS has determined that, if the Recipient complies with the applicable procurement standards in 2 CFR sections 200.318 through 200.327, it will be presumed to have procured qualified commodities at a reasonable market price. If FAS later finds that the Recipient failed to comply with these standards, and that this failure affected the price at which the commodities were procured, FAS may determine that such commodities were not procured at a reasonable market price.

### **PART III** **TRANSPORTATION, DAMAGE OR LOSS, AND PAYMENT OF COSTS**

#### **Item I – Transportation of Donated Commodities and Procured Commodities**

A. The Recipient will arrange for the transportation of the donated commodities from the place at which the ocean carrier receives the donated commodities from the commodity supplier to the initial storage site(s), in accordance with 7 CFR section 1599.8(b)(2), using a through bill of lading. The Recipient will arrange for any transportation of the procured commodities in accordance with this agreement and 7 CFR section 1599.8.

B. The Recipient agrees to arrange for ocean transportation in accordance with 7 CFR section 1599.8(a) and 48 CFR part 47, subpart 47.5 – Ocean Transportation by U.S.-Flag Vessels.

C. The Recipient will submit any proposed invitation for transportation bids to FAS and obtain the approval of FAS prior to issuing such invitation. The Recipient will submit any bid that it proposes to accept to FAS and obtain the approval of FAS prior to entering into a contract for transportation based upon such bid. The Recipient will provide to FAS a copy of each contract for transportation. FAS will pay the costs, consistent with the terms of the applicable contract, of transporting the donated commodities from the place at which the ocean carrier receives the donated commodities from the commodity supplier to the initial storage site(s) by reimbursing the ocean carrier for such costs.

D. The Recipient will include payment instructions in each contract for transportation. The Recipient will require that each request for payment under a contract for transportation of donated commodities be sent to FAS's automated payment system via the web-based supply chain management (WBSCM) system. The Recipient will also ensure that the documents specified in 7 CFR section 1599.7(a)(1) – (6) are maintained on file and made available to FAS.

E. If the Recipient uses the services of a freight forwarder, the Recipient will provide to the Senior Director, IFAD, the name of and contact information for the freight forwarder and the certification required by 7 CFR section 1599.8(f) prior to submitting its initial order for the delivery of donated commodities under this agreement.

## **Item II – Damage to or Loss of Donated Commodities or Procured Commodities**

A. FAS will transfer the title to, and the risk of loss of, the donated commodities to the Recipient at the time and place at which the ocean carrier receives the donated commodities from the commodity supplier. The Recipient will be responsible for any procured commodities following the transfer of title to the procured commodities from the commodity vendor(s) to the Recipient.

B. The Recipient will report damage to or loss of donated commodities or procured commodities to which it has title as follows:

(1) If the Recipient has title to donated commodities or procured commodities that have been damaged or lost, and the value of the damaged or lost commodities is estimated to exceed \$20,000, the Recipient will notify the Senior Director, IFAD, in writing immediately after becoming aware of such damage or loss, in accordance with 7 CFR section 1599.11(b)(1);

(2) If the Recipient has title to donated commodities or procured commodities that have been damaged or lost, and the value of the damaged or lost commodities is estimated to exceed \$1,000 but not to exceed \$20,000, the Recipient will notify the Senior Director, IFAD, in writing within 15 days after the date that the Recipient becomes aware of such damage or loss, in accordance with 7 CFR section 1599.11(c); and

(3) If the Recipient has title to donated commodities or procured commodities that have been damaged or lost, and the value of the damaged or lost commodities is estimated not to exceed \$1,000, the Recipient will notify FAS in the first semiannual performance report that is due after the date that the Recipient becomes aware of such damage or loss, in accordance with 7 CFR section 1599.11(c).

The Recipient will take all steps necessary to protect its interests and the interests of FAS with respect to any damage to or loss of the donated commodities or any procured commodities that occurs after title has been transferred to the Recipient.

C. In accordance with 7 CFR section 1599.10(c) and (d), the Recipient will be responsible for arranging for an independent cargo surveyor to inspect the donated commodities, and any procured commodities transported by ocean, upon discharge from the ocean carrier and to prepare a survey or outturn report. The Recipient may request through FAS that the Agricultural Marketing Service (AMS) provide an independent cargo surveyor in order to meet this requirement. When donated commodities or procured commodities are shipped on a through bill of lading, the Recipient must also obtain a delivery survey. When procured commodities are transported overland, the Recipient will ensure that the overland transportation contract includes a requirement that a loading and offloading report be prepared and provided to the Recipient. The Recipient will provide a copy of discharge and delivery survey reports, as well as loading and offloading reports, to FAS upon request. FAS will reimburse the Recipient for the reasonable costs of these services, as determined by FAS.

D. (1) Paragraph C, 7 CFR section 1599.10(c) - (i), and 7 CFR section 1599.11 will not apply with respect to any donated commodities if the Recipient notifies FAS, prior to the receipt of the donated commodities by the ocean carrier, that the Recipient has sold the donated commodities in accordance with this agreement on terms that require full payment based upon bill of lading quantities.

(2) Paragraph C and 7 CFR section 1599.10(c) and (e) will not apply with respect to any donated commodities, or any procured commodities transported by ocean, if the Recipient notifies FAS, prior to the receipt of the donated commodities or procured commodities by the ocean carrier, that the Recipient has purchased insurance against marine cargo loss and damage (including general average losses) for at least the value of the commodity acquisition, transportation, and related costs incurred by FAS with respect to such donated commodities or procured commodities, as well as such costs incurred by the Recipient and obligated to be paid by FAS under this agreement.

### **Item III – Payment of Other Costs**

A. FAS will provide to the Recipient, through advance payments, not more than \$XXX.XX for internal transportation, storage, and handling costs incurred by the Recipient after delivery of the donated commodities to the initial storage site(s); the costs of the procurement, transportation, storage, and handling of any procured commodities; the costs of administering and monitoring food assistance programs undertaken by the Recipient; and the costs of activities that would enhance the effectiveness of the program. Of these funds, \$XXX.XX will be designated for the local or regional procurement, or both, of qualified commodities in accordance with Part II and for costs directly associated with such procurement, as specified in the Budget Narrative, Attachment C-2.

B. The Recipient will arrange for any internal transportation, storage, and handling of the donated commodities following their delivery to the initial storage site(s) by contracting directly with the suppliers of such services. The Recipient will also arrange for any transportation, storage, and handling of any procured commodities from the designated point and time at which title to the procured commodities passes to the Recipient by contracting directly with the suppliers of such services. The Recipient will be responsible for the payment for any of these services that are not covered in Paragraph A.

C. (1) The budget approved by FAS for this agreement consists of the Budget Summary, Attachment C-1, and the Budget Narrative, Attachment C-2, which are attached hereto and made a part of this agreement. The Recipient will expend any funds generated from a sale of the donated commodities that is otherwise permitted under this agreement (hereinafter referred to as the "sale proceeds"), funds provided in dollars by FAS, and funds provided as voluntary committed cost sharing or matching contributions, only for costs as specified in the line items in Attachment C-1. The Recipient may expend such funds only up to the amounts specified in the line items in Attachment C-1; except that, in accordance with 7 CFR section 1599.12(h), the Recipient may make adjustments between direct cost line items in Attachment C-1 without further approval, subject to the limitation in 7 CFR section 1599.12(h)(2), provided that: (a) the total amount of such adjustments does not exceed ten percent of the Grand Total Costs, excluding any voluntary committed cost sharing or matching contributions, in Attachment C-1, and (b) regardless of the total amount of adjustments, the Recipient must obtain prior approval from FAS for any adjustments that involve actions that require prior approval pursuant to 2 CFR part 200.

(2) Both Attachment C-1 and Attachment C-2 must be amended if the Recipient seeks to make adjustments between direct cost line items greater than ten percent of the Grand Total Costs, excluding any voluntary committed cost sharing or matching contributions, in Attachment C-1. In Attachment C-2, as amended, the sections corresponding to the adjusted line items will show the adjusted line item totals and any changes in amounts within the sections that contributed to the adjusted line item totals, as well as include any changes in the narrative that are required to make it consistent with the adjusted line item totals.

D. (1) Any amounts specified for indirect costs in Attachment C are based upon a provisional rate contained in a Negotiated Indirect Cost Rate Agreement (NICRA). In the event that the final NICRA rate for a particular period is lower than the provisional rate, the Recipient: (a) in the case where FAS has made a payment in dollars for indirect costs, will return the difference to FAS; and (b) in the case where sale proceeds will be used to pay indirect costs, will retain the difference and use it for one or more direct costs identified in Attachment C-1. In the event that the final NICRA rate for a particular period is higher than the provisional rate, the Recipient may request FAS to amend this agreement to permit the Recipient to shift an amount of funds provided by FAS or sale proceeds equal to or less than the difference from direct costs to one or more indirect costs identified in Attachment C-1. In evaluating a request for such an amendment, FAS will consider the effect that the amendment may have on the successful implementation of this agreement. FAS will not enter into such an amendment if it will cause FAS's total costs under this agreement to exceed the dollar amount specified in Part I, Paragraph D.

(2) The Recipient must make all reasonable efforts to obtain its final NICRA rate from the Federal agency responsible for negotiating the rate with the Recipient (hereinafter referred to as the "cognizant Federal agency") prior to the completion of the closeout of this agreement. If the final NICRA rate is not available when the last of the financial and performance reports required by this agreement is due, the Recipient must submit the following information in writing to FAS: (a) a statement that the final NICRA rate is unavailable, (b) the name of, and a point of contact at, the cognizant Federal agency, and (c) the status of the Recipient's final NICRA rate determination, including a timeline for the submission of its proposed final NICRA rate to the cognizant Federal agency and the completion of the final annual single audit or program-specific audit required by 2 CFR part 200, subpart F.

(3) The Recipient must notify FAS immediately, in writing, if the Recipient receives the final NICRA rate prior to the completion of the closeout of this agreement. If the Recipient has already submitted its final financial report to FAS, the Recipient will have 30 days from the date

of its notification to FAS of the final NICRA rate to submit a revised final financial report that is based on the final NICRA rate; provided, however, that if FAS does not receive this revised final financial report within one year after the end date of the period of performance, FAS will complete the closeout of this agreement based on the approved provisional rate and will not authorize any further payments.

E. (1) Except as otherwise provided in this agreement or agreed in writing between the parties, FAS will pay all costs for which it is obligated under this agreement to the Recipient through advance payments.

(2) In accordance with 7 CFR section 1599.7(f)(3), the Recipient must fully disburse funds from the preceding advance before it submits a new advance request under this agreement, with the exception that the Recipient may request to retain a reasonable (minimal) balance of any funds that have not been disbursed and roll it over into a new advance request if the new advance request is made within 90 days after the preceding advance was made.

(3) In accordance with 7 CFR section 1599.7(f)(7), the Recipient must maintain funds advanced by FAS in an insured bank account located in the United States; provided, however, that when such funds are needed for the payment of approved expenses under this agreement, the Recipient may transfer the funds to a bank account in [Country].

F. The restrictions in 2 CFR part 200, subpart E, will apply to travel funded, in whole or in part, under this agreement or a subrecipient agreement.

G. Unless FAS authorizes an extension, the Recipient must liquidate all obligations incurred under this agreement and submit its final financial report no later than 120 days after the end date of the period of performance of this agreement specified in Part V, Paragraph B. The Recipient must refund to FAS any funds provided in dollars by FAS or sale proceeds that it has not expended by the time that it submits its final financial report to FAS under this agreement.

## **PART IV** **RECIPIENT'S RESPONSIBILITIES**

### **Item I – General**

A. The Recipient will distribute or, if approved by FAS, sell the donated commodities provided under this agreement within [Country] at the earliest practicable time, in accordance with the terms of this agreement. The Recipient will not sell or transship the donated commodities or any procured commodities to any location outside of [Country], or use the donated commodities for other than domestic purposes, for as long as the Recipient has title to such donated commodities or procured commodities. The Recipient will not use any commodities for any purpose other than food assistance.

B. The Recipient will not sell or barter the donated commodities except as may be specified in Attachment A or otherwise specifically agreed in writing by FAS, or to dispose of damaged donated commodities in accordance with 7 CFR section 1599.10(g). The Recipient will not sell any procured commodities except to dispose of damaged procured commodities in accordance with 7 CFR section 1599.10(g).

C. If FAS has approved the sale of some or all of the donated commodities, the Recipient will submit a monetization plan for FAS approval that will include a draft invitation(s) for bids, payment terms, and estimates of reasonable market prices. FAS will not deliver commodities to be monetized to the Recipient until FAS approves the monetization plan and proposed sale price(s) and the Recipient notifies FAS, in writing, that the Recipient has entered into a contract with a buyer for the sale of such commodities. The Recipient will immediately deposit the sale proceeds into an account of a bank in sound financial condition. The account will be insured and interest-bearing, unless FAS agrees in writing that an exception provided for in 7 CFR section 1599.12(g) applies. An appropriate official of the Recipient will supervise such account and must approve all disbursements from the account. The Recipient will maintain a full accounting of all funds under this agreement.

D. As provided in 7 CFR section 1599.12(e), the Recipient will not use any sale proceeds, FAS-provided funds, interest, or program income to acquire goods or services, either directly or indirectly through another party, in a way that violates any of the U.S. Government economic sanctions programs published by the U.S. Treasury Office of Foreign Assets Control at the following website: <http://www.treasury.gov/resource-center/sanctions/Pages/default.aspx>.

## **Item II – Reports and Document Submission**

A. The Recipient will, within 30 days after both parties have signed this agreement, submit to FAS for approval an organizational chart identifying the names, positions, and responsibilities of all of the Recipient's key personnel. For the purposes of this agreement, the Recipient's key personnel will be managers with general responsibilities for implementation of the agreement, such as the country director, finance director, and chief of party, as well as critical technical staff for specific activities under the agreement. Following approval by FAS of the organizational chart, the Recipient will be required to obtain written approval from FAS before hiring any new key person and notify FAS within one week after the departure of any key person. Furthermore, in accordance with 2 CFR section 200.308(c)(3), the Recipient must obtain written approval from FAS prior to the disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director.

B. The Recipient will, within 30 days after the export of all or a portion of the donated commodities or any procured commodities requiring ocean transportation, submit evidence of such export to FAS, in accordance with 7 CFR section 1599.14(e).

C. The Recipient will, within 30 days after both parties have signed this agreement, submit to FAS for approval a procurement plan for the procured commodities, in accordance with 7 CFR section 1599.6(c). The procurement plan will include time periods, broken down by month, for commodity procurement, delivery, and distribution. The procurement plan will cover the period from the beginning until the end of the period of performance of the agreement. The Recipient will submit to FAS for approval an annual update to the procurement plan in each subsequent Federal government fiscal year during the period of performance of the agreement, according to a schedule specified by FAS. The annual update for each fiscal year will provide any updated information needed to ensure that the procurement plan is current and accurate. The Recipient will comply with the procurement plan, as approved by FAS. The Recipient will not make any changes to the procurement plan without obtaining the prior written approval of FAS, except that the Recipient may make changes as permitted in Part II, Paragraph B(3), without prior approval. The Recipient must notify the Senior Director, IFAD, of any change made without prior approval, as permitted in Part II, Paragraph B(3), in the first semiannual performance report that is due after the Recipient makes such change.

D. The Recipient will, within 60 days after both parties have signed this agreement, submit to FAS for approval its work plan. This work plan will include a detailed description of each activity, including estimated start and completion dates for each activity and other information specified by FAS. The work plan will cover the period from the beginning until the end of the period of performance of the agreement. The Recipient will submit to FAS for approval an annual update to the work plan in each subsequent Federal government fiscal year during the period of performance of the agreement, according to a schedule specified by FAS. The annual update for each fiscal year will provide any updated information needed to ensure that the work plan is current and accurate.

E. The Recipient will, within 90 days after both parties have signed this agreement, submit to FAS for approval the first annual market study. The Recipient will submit to FAS for approval an annual market study in each subsequent Federal government fiscal year during the period of performance of the agreement, according to a schedule specified by FAS. Each annual market study will provide current information to enable the Recipient and FAS to evaluate the capacity of the market in the country of origin to meet the procurement level for each procured commodity, and to consider the economic impact of donated commodities and procured commodities on the target country and, in the case of procured commodities, on the country of origin if it is different from the target country. The Recipient will use the annual market studies to prepare and update the procurement plan.

F. The Recipient will, within three months after both parties have signed this agreement, submit to FAS for approval a performance monitoring plan and an evaluation plan that comply with the requirements in 7 CFR section 1599.13 and with IFAD's Monitoring and Evaluation Policy located at:

[https://www.fas.usda.gov/sites/default/files/2019-06/fad\\_mande\\_policy\\_feb\\_2019.pdf](https://www.fas.usda.gov/sites/default/files/2019-06/fad_mande_policy_feb_2019.pdf). The Recipient will conduct performance monitoring and evaluations in accordance with the plans approved by FAS. Before making any changes to its approved performance monitoring plan or evaluation plan, the Recipient must submit the proposed changes to FAS and obtain FAS's approval in writing. Furthermore, within six months after both parties have signed this agreement, or a longer time period if agreed upon in writing by the Recipient and FAS, the Recipient must submit the results of any baseline study to FAS and request that the Performance Indicators, Attachment D, be updated to incorporate such results.

G. The Recipient will submit semiannual financial reports to FAS, in accordance with 7 CFR section 1599.14(b). The reporting periods will be April 1 through September 30 and October 1 through March 31. The Recipient must submit the report for each reporting period no later than 30 days after the end of the reporting period (i.e., October 30 for the April 1 through September 30 reporting period and April 30 for the October 1 through March 31 reporting period); provided, however, that if the first semiannual financial report would cover a partial reporting period and be due less than 60 days after the effective date of the agreement, the Recipient will be exempted from submitting a report for such partial reporting period, and the Recipient's first semiannual financial report will cover the period from the effective date of the agreement through the first full reporting period and be due no later than 30 days after the end of such reporting period. The Recipient must submit the final financial report no later than 120 days after the end date of the period of performance for this agreement.

H. (1) The Recipient will submit semiannual performance reports to FAS, in accordance with 7 CFR section 1599.14(c). The Recipient will also include in the semiannual performance reports the information required in 7 CFR section 1599.14(f)(1) and, where applicable, 7 CFR section 1599.14(f)(2). The reporting periods will be April 1 through September 30 and October 1 through March 31. The Recipient must submit the report for each reporting period no later than

30 days after the end of the reporting period (i.e., October 30 for the April 1 through September 30 reporting period and April 30 for the October 1 through March 31 reporting period); provided, however, that if the first semiannual performance report would cover a partial reporting period and be due less than 60 days after the effective date of the agreement, the Recipient will be exempted from submitting a report for such partial reporting period, and the Recipient's first semiannual performance report will cover the period from the effective date of the agreement through the first full reporting period and be due no later than 30 days after the end of such reporting period. The Recipient must submit the final performance report no later than 120 days after the end date of the period of performance for this agreement.

(2) In each semiannual performance report, the Recipient will report its progress toward achieving the targets in the performance indicators contained in Attachment D. Each performance indicator will contribute to the achievement of one of the results outlined in the Project-level Results Framework, Attachment E. Attachments D and E are attached hereto and made a part of this agreement. FAS will assess the Recipient's performance under the agreement by comparing, for each performance indicator in Attachment D, the annual targets with the outcomes or outputs achieved by the Recipient, taking into account any circumstances that might have affected performance, including any circumstances beyond the control of the Recipient.

I. The Recipient will submit evaluation reports for the agreement to FAS, in accordance with 7 CFR section 1599.14(d) and IFAD's Monitoring and Evaluation Policy. The reports must be submitted in accordance with the timeline in the FAS-approved evaluation plan.

J. The Recipient will enter into a written contract with each provider of goods, services, or construction work valued at or above the Simplified Acquisition Threshold, in accordance with 7 CFR section 1599.12(k). The Recipient will submit a copy of each such signed contract to FAS.

K. The Recipient will consult FAS prior to the selection of any subrecipient. The Recipient will enter into an agreement with each subrecipient that will set forth the responsibilities of both parties. The Recipient will submit a copy of each subrecipient agreement to FAS within 60 days after signing the subrecipient agreement and prior to the transfer of any donated commodities, procured commodities, sale proceeds, FAS-provided funds, or program income to the subrecipient, in accordance with 7 CFR section 1599.15(a). The Recipient will obtain written approval from FAS before making any changes to any information regarding a subrecipient specified in section 4(d) of Attachment A.

L. The Recipient will inform FAS, in accordance with 7 CFR section 1599.13(c), of any problems, delays, or adverse conditions that materially impair the Recipient's ability to meet the objectives of this agreement. This notification must include a statement of any corrective actions taken or contemplated by the Recipient, and any additional assistance requested from FAS to resolve the situation. The Recipient must make this notification by sending an e-mail message to the Senior Director, IFAD, at [PPDED@fas.usda.gov](mailto:PPDED@fas.usda.gov) within 30 days after the date on which the Recipient becomes aware of such a problem, delay, or adverse condition.

M. If the Recipient uses funds under this agreement to establish a Federal interest in real property, such as through construction, the Recipient will submit to FAS a Standard Form 429, Real Property Status Report. The Recipient will submit this form to FAS before it uses funds under this agreement to acquire, improve, furnish, or dispose of any real property in which there is a Federal interest and will continue to submit the form on an annual basis, beginning on a date specified by FAS, until the disposition of the property by the Recipient in accordance with 2 CFR section 200.311.

N. Except as otherwise provided in this agreement or communicated by FAS to the Recipient in writing, the Recipient will submit any reports, information, or requests required by or related to this agreement, and any other submissions required in 7 CFR part 1599, to the Senior Director, IFAD, through the Food Aid Information Service (FAIS). The Recipient will consult FAIS at <https://apps.fas.usda.gov/FAIS/webapp/> for required forms and instructions. If questions arise related to this agreement, the Recipient may send a message to [PPDED@fas.usda.gov](mailto:PPDED@fas.usda.gov) to seek assistance.

O. The information collection requirements contained in this agreement have been approved by the Office of Management and Budget (OMB) under the provisions of 44 U.S.C. Chapter 35 and assigned OMB Number 0551-0035. Persons are not required to respond to a collection of information unless it displays a currently valid OMB control number.

### **Item III – Certification and Compliance Requirements**

A. The Recipient asserts that it has taken action to ensure that any donated commodities that will be distributed to beneficiaries, and any procured commodities that will be obtained through regional procurement, will be imported free from all customs, duties, tolls, and taxes; and all donated commodities and procured commodities will be distributed free from all customs, duties, tolls, and taxes. The Recipient has submitted information to FAS to support this assertion.

B. The Recipient asserts that, to the best of its knowledge, the importation, if applicable, and distribution of the donated commodities and procured commodities in [Country] will not result in a substantial disincentive to or interference with domestic production or marketing in [Country]. The Recipient has submitted information to FAS to support this assertion.

C. The Recipient asserts that, to the best of its knowledge, any sale or barter of the donated commodities will not displace or interfere with any sales of United States commodities that would otherwise be made to or within [Country]. The Recipient has submitted information to FAS to support this assertion.

D. The Recipient asserts that adequate transportation and storage facilities will be available in [Country] at the time of the arrival of the donated commodities, and any procured commodities obtained through regional procurement, to prevent the spoilage or waste of such commodities. The Recipient has submitted information to FAS to support this assertion.

E. The Recipient will comply with the Terms and Conditions Regarding the Acknowledgment of USDA Funding, the Use of the USDA Logo, and Communications to the Public, Attachment F, which is attached hereto and made a part of this agreement.

F. The Recipient will comply with the audit requirements in 7 CFR section 1599.19.

G. The Recipient will disclose to FAS all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this agreement. The Recipient must make this disclosure by sending an e-mail message to the Senior Director, IFAD, at [PPDED@fas.usda.gov](mailto:PPDED@fas.usda.gov) within 30 days after the date on which the Recipient becomes aware of such a violation.

H. During the agreement closeout process, the Recipient will submit a tax certification letter on company letterhead indicating that it has paid in full all taxes for its employees working in [Country] to implement this agreement. The Recipient will also submit the equipment disposition form required by FAS. In accordance with 7 CFR section 1599.14(i) and 2 CFR

section 200.334, the Recipient must retain records related to this agreement for a period of three years from the date of submission to FAS of the final performance report.

I. As a condition of this cooperative agreement, the Recipient assures and certifies that it is in compliance, and will comply during the course of this agreement, with all applicable laws, regulations, and Federal Executive Orders. The Recipient will also comply with FAS's Award General Terms & Conditions for Grants and Cooperative Agreements, as applicable, found at <https://www.fas.usda.gov/grants-and-cooperative-agreements-administrative-general-terms-and-conditions> and <https://www.fas.usda.gov/grants-and-cooperative-agreements-national-policy-general-terms-and-conditions>; provided, however, that if such an award term or condition is inconsistent with a provision of this agreement or a provision of a statute or regulation applicable to this agreement, the order of precedence will be: first, the applicable statute or regulation; second, the provision of the agreement; and third, the award term or condition.

## **PART V** **FINAL PROVISIONS**

A. This agreement will enter into force upon the date of last signature. The Federal award date for this agreement, for the purposes of 2 CFR part 200, will be the date that it is signed by the authorized representative of FAS.

B. The period of performance and the budget period of this agreement start on the date on which the agreement enters into force and end on [Month XX, YYYY].

C. The Recipient may object to an action taken by FAS in response to a failure of the Recipient to comply with this agreement, as provided in 7 CFR section 1599.18, by submitting its objection in writing to the Senior Director, IFAD, within 30 days after the date of FAS's written notification to the Recipient of the action.

D. This agreement may be suspended or terminated only in accordance with 7 CFR section 1599.17. To the extent that they are consistent with 7 CFR section 1599.17, the termination provisions in 2 CFR section 200.340 will apply.

In witness whereof, the representatives of the parties, duly authorized for the purpose, have signed this agreement.

FOR THE GOVERNMENT OF  
THE UNITED STATES OF AMERICA

FOR  
[PVO]

By: \_\_\_\_\_

By: \_\_\_\_\_

Title:

Deputy Administrator,  
Global Programs  
Foreign Agricultural Service  
U.S. Department of  
Agriculture

Title:

Date:

Date:

The public reporting burden for this information collection is estimated to be 30 minutes. This burden estimate includes time for reviewing instructions, researching existing data sources, gathering and maintaining the needed data, and completing and submitting the information. Send comments regarding the accuracy of this burden estimate and any suggestions for reducing the burden to: U.S. Department of Agriculture, Foreign Agricultural Service, Office of Capacity Building and Development, Food Assistance Division, Attn: OMB Number (0551-0035), 1400 Independence Avenue, S.W., Washington, DC 20250-1034. You are not required to respond to this collection of information unless a valid OMB control number is displayed.