

Fixed Amount Award

Grantee: Ample Agro Product Co., Ltd.

Address: #23D, St. 350, Boeung Keng Kang 3, Boeung Keng Kang, Phnom Penh

November 2, 2021

Subject: Fixed Amount Award (FAA) No. 57 – Expand production and export of fresh and dried agricultural products

Reference: Feed the Future Cambodia Harvest II, Logistics and Export Facilitation Program

Dear An Dara:

In response to your application dated September 2, 2021, Abt Associates is pleased to award to Ample Agro Product Co., Ltd. (herein after referred to as “Recipient” or “Grantee”) this Fixed Amount Award of a maximum total amount of **USD 75,000 (Seventy-five Thousand USD)**, exclusive of VAT.

Abt Associates, as the Prime Contractor of the USAID-funded Feed the Future Cambodia Harvest II project (Contract AID-442-C-17-00003), will make payments under this grant according to the Deliverable and Milestone Payment Schedule (Attachment 1), in support of your program as described in the Program Description (Attachment 2).

By signing this Grant 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 Grant Agreement.
2. Recipient will maintain records of transactions related to the Grant Agreement (including reports and supporting documentation for deliverables) for at least three years after payment of the final milestone. After the end of the Grant Agreement, USAID and Abt Associates retain the right, at their discretion, to examine all or a sample of the Recipient’s records or transactions related to this Grant Agreement where concerns of implementation irregularities arise.
3. Abt is not liable for reimbursing the Recipient for any amount in excess of the Grant Agreement amount, or incurred outside of the Grant period, as provided in the Schedule.
4. Unless otherwise provided in the Schedule, title to any equipment purchased to accomplish any milestone under this Grant Agreement vests in the Recipient upon acquisition, with the condition that the Recipient must use the equipment for the Grant as long as it is needed for such.
5. The Grantee will follow Harvest II’s approved Branding and Marketing Plan which will be provided to the Grantee by Harvest II as required.
6. Recipient will provide reports and monitoring data following monitoring and evaluation requirements as described in Attachment 2, Section 3, and Section 4. The timeline will be followed by the completion date indicated in each relevant milestone under Deliverable Table 1.
7. Recipient will obtain Abt Associates’ prior written approval for any changes to: 1) the activities being supported by this Grant; 2) the fixed amount of this Grant; 3) the milestones; or 4) the Grant Agreement completion date.

8. Abt Associates will conduct monitoring of the grant program, including site visits, as appropriate.
9. Recipient must submit the Final Voucher for payment for the final milestone(s) within 30 calendar days from the Grant Agreement's end date, unless Abt Associates provides written approval extending the period for Final Voucher submission, but in no case shall the period exceed 60 calendar days. With the submission of the Final Voucher, the Recipient must certify that the Grant is completed, and the Recipient will make no further claim against Abt Associates after payment of the final voucher.
10. This Grant Agreement 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 Abt Associates terminates this Grant Agreement, the Recipient may submit a claim within 30 calendar days of such termination for any costs incurred in performance of any unpaid or incomplete milestones unless Abt Associates agrees in writing to extend the period for claim submission, but in no case shall the period exceed 90 calendar days. Abt Associates will determine the amount(s) to be paid to the Recipient under such claim in accordance with the legally applicable Cost Principles.
11. USAID retains the right to terminate this Grant Agreement unilaterally in extraordinary circumstances.
12. Any dispute under this Grant Agreement will be decided by Abt Associates. The Recipient has no right to submit claims directly to USAID and USAID assumes no liability for any third-party claims against the Recipient.

Please sign the original and each copy of this letter to acknowledge your receipt and acceptance of this Grant, retaining one copy for your records and returning the remaining copies to the Grants Manager, Cambodia Harvest II.

Sincerely,

DocuSigned by:

Paul Capps

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Paul A. Capps
Senior Subcontracts Administrator
Abt Associates, Inc.

Attachments:

1. Schedule
2. Program Description
3. Standard Provisions

ACKNOWLEDGED BY RECIPIENT's duly authorized representative:

Your signature below certifies that you have carefully reviewed the Fixed Amount Award and all of the attached documents and that you in your capacity as your organization's designated agent fully and unconditionally agree with all of the terms and conditions contained herein.

Signature: _____

Name: An Dara

Title: Chairman

Organization: Ample Agro Product Co., Ltd.

Date: 08 - 11 - 2021

