

NOTE: INFORMATION ENCLOSED BY [] TO BE PROVIDED BY
SERVICE PROJECT OFFICER

Agreement No.: _____

Fund Source: _____

Amount: _____

COOPERATIVE or GRANT AGREEMENT
between the
U.S. FISH AND WILDLIFE SERVICE
and
NAME OF RECIPIENT

I. **RECIPIENT:**

Name of Recipient
Street Address
City, State, Zip Code
Phone No.

II. **FINANCIAL DATA:**

AGREEMENT NUMBER: 30181 X (FY) X (TYPE OF AGREEMENT) XXX (SEQ.
NO)

APPROPRIATION DATA:[_____]

AMOUNT FUNDED: [\$_____.]

TAX IDENTIFICATION NO.: _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER: (CFM
Entry)

TYPE OF APPLICANT: [e.g. NON PROFIT, STATE GOVERNMENT, ETC.]

III. **AUTHORITY and PURPOSE:** This Grant Agreement between the U.S. Department of the Interior, Fish and Wildlife Service (Service) and the (Recipient), is entered under the authority of the [Identify the appropriate program statutory authority for the award].

[Include a brief description of the background of the issue or objective; the responsibility of the Service to support efforts to work with the specific issue; the interest, experience or expertise of the Recipient in contributing support to the specific issue.]

The Agreement is for limited financial support for [incorporate a brief project description].

IV. **SCOPE of WORK:** The Recipient's proposal and budget dated _____ (including any revision accepted by the program office), is hereby incorporated as an integral part of this project. Recipient shall furnish the necessary personnel, materials and services, and do all things necessary to accomplish the following program objectives:

Objectives:

Any deviations from the procedures or objectives specified in this proposal must be presented and approved by the Service's Project Officer and Contracting Officer for specific approval before implementing any such deviations.

Description of Work:

A. The Service will:

B. The Recipient shall:

[The drafter should articulate in specific terms the work to be performed by each party, Service and Recipient. Identify the respective roles, responsibilities, obligations and accountability of each party to the agreement to achieve the stated objectives.]

V. **REPORTS:** [A final accomplishment report should be specified as a minimum deliverable. When required, the Program Office should define the frequency for other, performance type, reports to the Project Officer. Performance reports shall generally contain brief information on each of the following:

(1) A comparison of actual accomplishments with the goals and objectives established for the period, the findings of the investigator, or both.

(2) Reasons why established goals were not met, if appropriate, and

(3) Other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

Example:

A. Quarterly Reports: The Recipient shall submit quarterly progress reports to the Service Project Officer that summarizes activities for the reporting period, including problems encountered and efforts undertaken for their solution.

B. Final Report: The Recipient shall submit a final report to the Service Project Officer that summarizes accomplishments. Recipient will also provide one (1)

copy of all materials produced during the funded period, and one (1) copy of all news articles published about the project. Recipient shall submit the final report to the Service Project Officer by _____ (date).]

- C. Recipients shall submit, within 90 calendar days after the project completion date, all financial, performance, and other reports as required by the terms and conditions of the agreement. The recipient shall account for any real and personal property acquired with Federal funds or received from the Federal Government.
- D. Recipients shall immediately notify the Service Project Officer of developments that have a significant impact on the activities. Also, notification shall be given in the case of problems, delays, or adverse conditions that materially impair the ability to meet the objectives of the agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

VI. **PERIOD OF PERFORMANCE:** The period of this Agreement is from the date of signature of the Service Contracting Officer through _____ (date). **(Keep in mind an agreement should not run any more than five (5) years.)**

VII. **FINANCIAL ADMINISTRATION:**

- A. Service Funding: The total funding contributed by the Service is \$ _____. The Recipient shall not accrue expenditures to be charged to the Service nor shall the Service be obligated to reimburse the Recipient for expenditures in excess of the obligated amount.
- B. Other Contributions: [Incorporate Recipient's cost-sharing contribution to the Agreement, whether in actual dollars or in-kind services, personnel, etc.]
- C. Pre-Agreement Costs: Pre-agreement costs under this Agreement will include direct and indirect expenses incurred by the Recipient during the period (beginning date) to the effective date of the Agreement. Pre-agreement costs shall not exceed \$ _____, which is included in the total amount contributed by the Service.

[Include a justification and dates for the pre-agreement costs. The dates shall be after the grant application has been reviewed, approved, and recommended for funding. A pre-agreement amount should not exceed 10% of the total agreement.]
- D. Travel Costs: Travel expenses incurred by the Recipient exclusively in direct performance of this Agreement shall not exceed the Recipient's standard, written, travel policy or the rates listed in the Government Travel Regulations.

- E. Payment Schedule: Reimbursable payments will be made by electronic transfer to the Recipient's account on a monthly/quarterly basis. All Recipients, which are not currently receiving funds electronically from the Department of the Interior or Fish and Wildlife Service, are responsible for completing a SF 3881, ACH (Automated Clearing House) Miscellaneous Payment Enrollment Form, and forwarding it to the Service Project Officer. The Recipient shall submit an original and two copies of any requests for payment to the Service Project Officer for approval and transmittal to the paying office. All such requests for payment shall include a reference to the Agreement No. _____.
- F. Subgrants/Contracts: (If applicable). [Identification of any proposed sub-recipients, including not-to-exceed amounts authorized by pre-award negotiations.]
- G. Consultant Services: (If applicable): [Identification of consultants, including names and not-to-exceed amounts authorized by pre-award negotiations.]
- H. Data in Support of Invoice: Standard Form 270, Request for Advance or Reimbursement, is for use in requesting advance or reimbursement payment. Either this form or your standard invoice can be used. The Recipient shall furnish the following minimum information in support of all costs invoiced:
 - 1. The period of performance for the costs claimed.
 - 2. Current and cumulative expenditures by cost categories in the approved budget, and any other supporting data for unusual expenditures.
- I. Expenditure of Funds: Recipient shall expend funds as shown in the Recipient's proposal unless modified by the Service Contracting Officer. At the end of the period of performance, Recipient shall refund any unused funds to the U.S. Government. Funds shall not be used for travel by U.S. Government personnel.

VIII. **GOVERNMENT FURNISHED PROPERTY:** [Equipment means tangible nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A recipient may use its own definition of equipment if such definition would at least include all equipment as defined above.]

Sample 1:

The Service has not authorized the Recipient to incur expenses for capital equipment/property to be chargeable to the FWS.

Sample 2:

The Recipient is authorized to acquire the following equipment for use in performing the work proposed under this Agreement:

<u>Description of Item</u>	<u>Quantity</u>	<u>Cost</u>
----------------------------	-----------------	-------------

Property or supplies purchased by the Recipient, and deemed by the Service Project Officer to be necessary to support this Agreement, shall become the property of the Recipient subject to 43 CFR '12.934. Recipient shall maintain property according to the property management standards, as applicable, to 43 CFR '12.72.

Sample 3:

The Service will provide the Recipient use of government-furnished property listed below to assist in the performance of the Agreement. At the end of the performance period, or sooner if requested by the government receipt holder, the Recipient shall return equipment (property or material) in the same condition as received, normal wear and tear expected. The Recipient shall compensate the government for any damage or loss.

IX. PROJECT OFFICERS:

A. The Service Project Officer is responsible for administering the performance of work under this Agreement. However, no understanding, agreement, modification, change order, or other matter deviating from the terms of this Agreement shall be effective or binding upon the Government unless formalized by proper documentation executed by the Service Contracting Officer.

On all matters that pertain to the Agreement's terms, the Recipient shall communicate with the Contracting Officer. Whenever, in the opinion of the Recipient, the Project Officer requests effort outside the scope of the Agreement, the Recipient shall so advise the Project Officer. If there still exists a disagreement as to proper work coverage, the Recipient, preferably in writing, shall notify the Contracting Officer immediately. Proceeding with work outside the terms and conditions of the Agreement could result in nonpayment of invoices.

B. Project Officer for the U.S. Fish and Wildlife Service

[Name, Title
National Wildlife Refuge, ES Field Office, Fisheries Field Office, etc.
Street Address
City, State, Zip Code
Phone No.]

C. Project Officer for Recipient

[Name, Title
Organization
Street Address
City, State, Zip Code
Phone No.]

X. **AMENDMENTS AND MODIFICATIONS:** Mutual agreement of the parties may amend this agreement. Either party may propose modifications or renewals anytime during performance and shall become effective upon approval of both parties.

XI. **TERMINATION:** Either party may terminate this agreement following sixty (60) days written notification of its intent to withdraw support. In which case, the parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.

The Service may unilaterally terminate this Agreement in whole or in part, if the Recipient materially fails to comply with the terms and condition of the award.

XII. **SPECIAL PROVISIONS:**

- A. Title 44, U.S. Code, Section 501, requires Recipients must accomplish all printing and publishing through the Government Printing Office (GPO), if Federal funds are used. Therefore, the Recipient shall submit one complete copy of items to be printed for public distribution in print-ready format. The Recipient shall also submit the distribution list (complete with names and addresses), and any special instructions for printing. Acceptable formats include: WordPerfect or Word for text; Pagemaker or Quark Express for graphics; Illustrator, freehand or hardcopy for images; Photoshop, actual prints or slides for photographs.
- B. Publication of any reports or parts thereof by Recipient's personnel shall be subject to Service review and comment. Authorship shall not incur any privileges of copyright nor restriction on distribution. Appropriate credits to the United States Department of the Interior, Fish and Wildlife Service, shall be in any formally published article providing the Service does not otherwise feel it appropriate to issue a disclaimer.
- C. The Government reserves the right to reproduce and distribute, for its own purposes, any product(s) resulting from this assistance agreement. These products may include, but not be limited to, leaflets, booklets, video recordings, slide presentations, or posters. The Recipient agrees, for a period not to exceed six months after the completion date of this agreement, to provide to the Government at its request and at no cost, camera-ready copy of any printed material produced under this agreement.

- D. All documents approved for printing shall bear the appropriate Service logo, supplied by the Project Officer, on the first page inside the cover with the following statement:

“Partial funding for this program is supported by a grant/cooperative agreement from the U.S. Department of the Interior, Fish and Wildlife Service.”

- E. Two (2) copies of each publication produced under this Agreement shall be sent to the Natural Resources Library and the Fish and Wildlife Reference Service with a transmittal that identifies the sender and the publication. The addresses are:

U.S. Department of the Interior
Natural Resources Library
Division of Information and Library Services
Gifts and Exchanges Section
1849 C Street, N. W.
Washington, D.C. 20240

Fish and Wildlife Service Reference Service
Suite 110
5430 Grosvenor Lane
Bethesda, MD 20814-2158

XIII. **GENERAL PROVISIONS:**

- A. The U.S. Fish and Wildlife Service General Provisions for Financial Assistance shall be applicable to this Agreement. [CFM will attach]
- B. The Recipient shall comply with Code of Federal Regulation 43, Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Agreements.

or

The U.S. Fish and Wildlife Service General Provisions for Foreign Grants and Cooperative Agreement shall be applicable to this Agreement.

- C. Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party, therefore, agrees, to the extent authorized by applicable law (as specified below), **fill in** will assume all risks and liability to itself, its agents or employees, for any injury to persons or property resulting from any operations of its agents or employees under this agreement, and for any loss, cost, damage, or expense resulting at any time from any and all causes due to any acts, or

negligence, or the failure to exercise proper precautions of or by itself or its own agents to this Agreement.

The liability of the Federal Government will be governed by the Federal Tort Claims Act (28 U.S.C.' 2761 et. Seq.)

The liability of **[fill in]** will be governed by applicable State statutes.

XIV. CERTIFICATIONS:

The Certifications Applicable to Federal Domestic Grants and Cooperative Agreements executed by the Recipient is a part of this Agreement. (CFM will attach)

or

The Certifications Applicable to Federal Grants and Cooperative Agreements Awarded to Foreign Entities (Attachment C) executed by the recipient shall be made a part of this Agreement. (CFM will attach)

In witness whereof, each party has caused this Agreement to be executed by an authorized official on the day and year set forth below their signature.

U.S. FISH AND WILDLIFE SERVICE

COOPERATOR

Signature

Signature

Typed or Printed Name

Typed or Printed Name

Typed or Printed Title

Typed or Printed Title

Date

Date