

## **Division of International Conservation ASSISTANCE AWARD GUIDELINES**

### **I. AUTHORITY AND GENERAL PROVISIONS**

These guidelines apply to Assistance Awards under the *Wildlife Without Borders*- Mexico, *Wildlife Without Borders*-Latin America & the Caribbean, *Wildlife Without Borders*-Africa, *Wildlife Without Borders*-Russia, and the Multinational Species Conservation Funds. The Wildlife Without Borders programs provide funding under the authority of Section 8 of the Endangered Species Act of 1973, as amended (16 U.S.C. 1531-43). The Multinational Species Conservation Fund provides funding under the following authorities: African Elephant Conservation Act (16 U.S.C. 4201-4203, 4211-4214, 4221-4225, 4241-4246); Asian Elephant Conservation Act (16 U.S.C. 4261-4266); Great Ape Conservation Act (16 U.S.C. 6301-6305, as amended); the Rhinoceros and Tiger Conservation Act (16 U.S.C. 5301-5306) and the Marine Turtle Conservation Act (P.L. 108-266).

Acceptance of a Federal Financial Assistance Award (Award) from the U.S. Fish and Wildlife Service (FWS), Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of award. All of the DOI Award terms and conditions can be accessed on the Internet at <http://www.doi.gov/pam/TermsandConditions.html>. They are hereby incorporated by reference, and take precedence over any restatement, summary or interpretation of the same in this document.

### **II. PURPOSE**

These guidelines apply to both Domestic and Non-Domestic Recipients, unless otherwise indicated. The term “Domestic” refers to all Recipients located in the United States and the term “Non-Domestic” refers to all Recipients located outside of the United States.

### **III. FINANCIAL ADMINISTRATION**

**A. FWS Funding:** For all Awards, the total funding provided by FWS is to be used to cover the costs related to carrying out the project activities during the approved Period of Performance on the Award document. The Recipient shall not incur costs to be charged to the FWS, nor shall the FWS be obligated to reimburse the Recipient, in excess of the funding actually obligated under the Award. FWS may withhold payments and future awards to the Recipient if the Recipient or its sub-Recipients fail to comply with the terms and conditions of the Award. When payment has been withheld, but the Award has not been suspended, FWS must release such payments to the Recipients when the Recipient complies with the project objectives and the terms and conditions of the Award.

**B. Program Income:** Your project may include activities that will generate program income. Program income includes, but is not limited to, income from fees for services, the use or rental of property, the sale of commodities or fabricated items, license fees and royalties on patents and copyrights, and interest on loans. Program income does not include interest earned on advances of FWS funds. Under this Program, income earned during the project period of performance of an approved Award shall be retained by the Recipient and used in one or more of the following ways:

- added to the funds already committed to the project and used to conduct additional activities that will further the project objectives; OR
- used to finance the non-Federal share of the project.

Any estimated income to be generated by this project, and the method used to expend it, should have been included as part of the approved project proposal. Any unexpected program income earned should be used in one or more of the ways described above and reported as part of the financial reporting requirements detailed in Section VII. B. below. Program income that will be added to the funds already committed may need prior approval or require official modification of the Award. See Section VI. below for information on prior approval requirements.

**C. Pre-Award Costs:** Pre-award costs are direct and indirect expenses incurred by the Recipient during a period of 90 days before the Period of Performance indicated on the Award document. Pre-award costs are incurred at the applicant’s risk. Pre-award costs are allowable only to the extent that they

would have been allowable if incurred during the Period of Performance. FWS is under no obligation to reimburse such costs if the applicant has not received an Award adequate to cover such costs.

- D. Allowable Costs:** For each type of Recipient organization, there is a set of Federal regulations that define allowable costs. Allowable costs are determined in accordance with the cost principles applicable to the organization incurring the costs. The applicable cost principles can be accessed on the Internet at <http://www.doi.gov/pam/TermsandConditions.html>. Only the specific items and amounts specified in this Award are costs to be reimbursed by FWS. The Recipient is responsible for requesting approval, in advance and in writing, for changes to the budget. Any costs incurred not approved shall be the responsibility of the Recipient or Sub-Recipient.
- E. Payments:** Award Recipients must invoice in order to receive funds under their Award. Invoices are used to request:
- Funds to be used in the near future (advanced funds);
  - Reimbursement for funds already committed or spent; or
  - A combination of both advanced funds and reimbursement of funds.

**Advanced Funds:** Funds requested in advance must be spent in a timely manner and must be limited to actual, immediate needs related to carrying out the purposes of the approved program or project. **Requests submitted at the beginning of the Award Period of Performance for the full amount provided under the Award will be reviewed for appropriateness by the FWS Project Officer.** If advanced funds are not expended in a timely fashion the Recipient will not be in compliance with the Uniform Administrative Requirements applicable to all Federal fund Recipients. These requirements can be found at <http://www.doi.gov/pam/TermsandConditions.html>.

**Fund Reimbursements:** All Federal funding provided under the Award must be fully expended within 90 calendar days of the expiration date specified on the Award document. Recipients requesting reimbursements for funds must submit a final invoice in a manner that provides enough time for the Recipient to receive and disburse the funds AND submit the required final financial report within 90 calendar days of the expiration date specified in the Award. All unexpended funds are to be promptly refunded to the FWS according to the guidance stated in the Refunds section below.

If the FWS approves or otherwise requires a payment schedule that differs from those described above it will be clearly stated in the Scope of Work section of this Award and will supercede the above guidance. FWS reserves the right to withhold payment and/or establish an alternate payment schedule at any time during the Award Period of Performance for non-compliance with the Award terms and conditions.

- F. Invoicing Instructions for DOMESTIC Recipients:** Domestic Recipients must use Standard Form 270 "Request for Advance or Reimbursement", which can be found at <http://www.whitehouse.gov/omb/grants/sf270.pdf>. Please complete according to the instructions found on page 2 of the standard form. All payments to domestic Recipients are made via Electronic Fund Transfer (EFT). Normal processing time for EFT payments is approximately 2 weeks from the date of submission. . Providing incomplete or incorrect information will cause a significant delay in processing time.

**G. Invoicing Instructions for NON-DOMESTIC Recipients:**

**Electronic Payment:** In order to receive payments electronically, non-domestic Recipients must submit a completed Fedwire Request Form. Non-domestic Recipients are strongly encouraged to receive electronic payments via the Federal Fedwire system. All non-domestic Recipients receive an electronic version of the Fedwire Request Form along with their fully executed Assistance Award. If you do not have a copy of this form please contact your FWS Project Officer (see Block 6. of your Assistance Award) before sending your invoice. Normal processing time for Fedwire payments is approximately 2 weeks from the date of submission. Providing incomplete or incorrect information on the FEDWIRE Request Form will cause a significant delay in processing time!

**Paper Check Payment:** If a Non-Domestic Recipient cannot receive payment via the FEDWIRE system, the Recipient must request payment by U.S. Government Treasury check on each invoice. Normal processing time for a paper check payment is approximately 5-6 weeks. You must indicate the need to receive a paper check on your invoice.

In order to receive payment, non-domestic Recipients must submit an invoice, printed on organizational stationary, which includes:

- correct payee name and address
- amount requested in U.S. dollars
- FWS Assistance Award number
- requested method of payment (electronic payment or paper check)
- type of payment requested (Advance, Reimbursement or a combination of both)
- period covered by the request for funds (include the start and end dates of the period)
- signature of the appropriate project representative.

All invoices requesting electronic payment must be accompanied by a complete Fedwire form. Do not submit your Fedwire form separately!

**Recipients from India:** Recipients from India must include a copy of their FCRA permit with the first invoice submitted under each new Award. Recipients from India will not be sent funds without a valid FCRA permit.

**H. Refund of unspent funds:** Upon completion of the project, Recipients shall promptly refund any unspent funds already received, unless the Recipient receives prior approval from the FWS to retain such funds. The FWS Project Officer listed in Block 6. of this Award will provide instructions on how to return funds. Do not send a refund to the Division of International Conservation without first contacting the FWS Project Officer.

**I. Refund of interest earned:** Recipients shall maintain advances of Federal funds in interest bearing accounts, unless any of the following apply: (1) The Recipient receives less than \$120,000 in Federal awards per year; (2) The best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on Federal cash balances; or (3) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources. Interest amounts up to \$250 per year may be retained by the recipient for administrative expense. Any additional interest earned on Federal advances deposited in interest bearing accounts shall be remitted annually to Department of Health and Human Services, Payment Management System, P.O. Box 6021, Rockville, MD 20852.

#### **IV. EQUIPMENT**

For purposes of this Award, equipment includes each item purchased with grant funds which has an individual item purchase price of \$5,000.00 or more AND a useful life of more than one year.

The purchase of equipment authorized for use under this Award will be managed according to 43 CFR, § 12.934, Equipment. This section requires maintenance by the Recipient of equipment records which include the following information: a description of the equipment, a serial number or other identification number, the source of the equipment, who holds title to the equipment, the acquisition date, cost of the equipment, the percentage of grant funds used to acquire the equipment, the location, use and condition of the equipment, and a statement on use of the equipment after the end of the project. The Recipient will account for this equipment in the final report by providing a description of the equipment, the acquisition date and the cost of the equipment.

Equipment purchased under this Award will become property of the Recipient at the end of the project. This is contingent upon the Recipient demonstrating that the equipment was used only for the purposes of the Award and there exists a commitment to continue to use the equipment for the same purpose throughout its useful life. If these requirements are not met the disposition of the equipment will be renegotiated with the FWS.

V. **EXTENSION OF THE PROJECT PERIOD OF PERFORMANCE**

The Project Period of Performance begins on the date that the FWS Contracting Officer signs the Award and expires on the date indicated in Box 11. of the Award document. Recipients must notify the FWS Project Officer in writing of the need for a one-time extension of up to 12 months of the expiration date of the award. This written notification must be received by the FWS Project Officer **at least 10 days before the expiration date specified in the Award** and must include supporting reasons and the revised expiration date requested. This one-time extension may not be exercised merely for the purpose of using unspent funds. Extensions of the expiration date that also require additional Federal funding or involve any change in the approved objectives or scope of the project will require the prior approval from the FWS.

VI. **REVISIONS OF PROJECT BUDGET AND PLANS**

Recipients are required to request in writing to the FWS Project Officer **PRIOR APPROVAL** for:

1. Change to the scope or objective of the project;
2. Change in key personnel specified in the approved proposal or Award document;
3. The absence for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project officer or other key personnel;
4. The need for additional Federal funding;
5. The transfer of funds budgeted for training allowances (direct payment to trainees) to other categories or expenses;
6. The transfer of amounts budgeted for indirect costs to absorb increases in direct costs, or vice versa;
7. The transfer of amounts among direct cost categories or among separately budgeted programs, projects, functions, or activities which cumulatively exceed or are expected to exceed ten percent of the current total approved budget;
8. Contracting out, sub-granting or otherwise obtaining the services of a third party to perform activities which are central to the purpose of the project (unless described in the application and funded in the approved Award).

For budget revisions, the Recipient shall include a revised budget following the same format as the originally approved budget.

VII. **REPORTING REQUIREMENTS**

**Recipients are strongly encouraged to submit all reports and products electronically, either as e-mailed attachments or mailed on a compact disc (CD), to the FWS Project Officer.**

The standard reporting requirements are:

- A **mid-term report** consisting of a **performance report** and a **financial status report**, due within 30 days of the conclusion of the first half of the project period; and
- A **final report** consisting of a **performance report**, a **financial status report**, and copies of all deliverables and products resulting from the project (including photographic documentation of project activities) due within 90 days of the end of the performance period.

The standard reporting requirements will apply to all Awards unless otherwise indicated in the Scope of Work section of the Award document. The requirement to submit more frequent reporting shall be at the discretion of the FWS Project Officer. If more frequent reporting is required it will be detailed in the Scope of Work section of the Award document. The maximum reporting frequency allowed is quarterly reporting.

**A. PERFORMANCE REPORTS** shall include:

1. A **cover page** that specifies Mid-term Report or Final Report and includes the following: organization name, project officer name, Assistance Award number, start and end date of Award performance period, and the start and end date of the reporting period. If applicable, also include any changes to the project officer contact information (address, telephone, facsimile, E-mail) listed on the Assistance Award document.
2. A description of the **current project status** that includes:
  - a. For each objective stated in the project proposal, describe the activities undertaken to achieve that objective. Describe any activities that differ from the original work plan and explain reasons for change. Recipients are required to report in writing to the FWS Project Officer any

deviations from the approved project scope of work.

- b. If objective(s) were not accomplished, explain the problems encountered, such as how they were addressed and the impact on the project results.
- c. Describe the results achieved and the products generated. Explain any deviation(s) between the expected products and the actual products.
- d. Provide a brief assessment of the project's impact on the conservation and management of plants, fish, habitats, or ecosystems. If possible, provide a list of the numbers and names of migratory, endangered or threatened species benefiting from the project, as well as major ecosystems and any reserves or protected areas benefiting from the project.
- e. Briefly describe any cooperation or collaboration among local organizations that was directly associated with this project.
- f. If equipment was purchased under this Award, provide the cost and the acquisition date of the equipment and a brief description of how the equipment was used during the period of performance of the Award and how it will be used in the future. Equipment purchase under this Award will become Recipient's property if it was used only for the purposes of the Award and can continue to be used for a similar purpose throughout its useful life. See Section IV for additional information on equipment management and disposition.

**B. FINANCIAL STATUS REPORTS** follow the applicable format identified below:

**DOMESTIC Recipients with NO program income to report** shall use Standard Form 269a "Financial Status Report", which can be found at <http://www.whitehouse.gov/omb/grants/sf269a.pdf>. The "Financial Status Report" form must be completed in accordance with the instructions specified on the form. Any incomplete or incorrectly filled in forms will be returned to the Recipient for correction. Reporting requirements will not be considered fulfilled until correctly completed forms are submitted. Recipients are required to report in writing to the FWS Project Officer any deviations from the approved project budget. A completed and signed SF269a and, if applicable, a narrative describing any deviations from the approved project budget shall be submitted with mid-term and final performance reports.

**DOMESTIC Recipients WITH program income to report** shall use Standard Form 269 "Financial Status Report", which can be found at <http://www.whitehouse.gov/omb/grants/sf269.pdf>. The "Financial Status Report" form must be completed in accordance with the instructions specified on the form. Any incomplete or incorrectly filled in forms will be returned to the Recipient for correction. Reporting requirements will not be considered fulfilled until correctly completed forms are submitted. Recipients are required to report in writing to the FWS Project Officer any deviations from the approved project budget. A completed and signed SF269 and, if applicable, a narrative describing any deviations from the approved project budget shall be submitted with mid-term and final performance reports.

**NON-DOMESTIC Recipients** shall submit a financial status report that follows the same format of the original project proposal budget table, itemizes expenditures for the reporting period and details any deviations from the approved project budget. This financial status report shall be submitted with mid-term and final performance reports.

**C. PRODUCTS AND OTHER DELIVERABLES that must accompany final reports:**

1. **Products:** Include a copy of all deliverables and products resulting from this project such as maps, posters, brochures, videos, manuals, catalogs, and any other publication or printed material, including any new articles published, relating to the project activities. All materials produced under this Award and intended for distribution to the public must acknowledge the support of the FWS by including the logo in an appropriate location. Photo-ready logos are available upon request from the FWS Project Officer.

2. **Photographic Documentation:** Provide a minimum of **5 photographs** relevant to the implementation of the project. Photographic documentation shall be submitted in one of the following formats:
- Professionally processed prints;
  - Slides; or
  - Digitized photographs on disk or CD (**Note:** Digitized photographs must have a resolution of 300 dpi, .tif format and have a minimum size of 5" x 7"/125mm x 175 mm).

See Section VIII. below for more information on products, reports and photographic documentation.

### **VIII. PUBLICATIONS, PRODUCTS AND PHOTOGRAPHIC DOCUMENTATION**

Publication of any reports, or parts thereof, relevant to the project by Recipient personnel shall be subject to FWS review and comment. Authorship and copyright shall not restrict FWS privileges to reproduce or distribute products or photographs produced under this Award. Image(s) and product(s) provided as part of the reporting requirements shall be either entered into public domain *OR* provided to the FWS by specific written permission from the Recipient. Authorship and copyright credit will be given as requested in writing by Recipient. Appropriate credit to the DOI and the FWS shall be included in any formally published article, providing that the FWS does not otherwise feel it appropriate to issue a disclaimer. All materials produced under this Award must acknowledge the support of the FWS by including the logo in an appropriate location. Photo-ready logos are available upon request from the FWS Project Officer.

The U.S. Government reserves the right to reproduce and disseminate, for its own purpose, any product(s), as defined but not limited to, resulting from this Award. The Recipient agrees that after the completion date of this Award, for a period not to exceed six months, to provide upon request and at no cost, camera-ready copies of any printed materials produced under this Award.

A copy of each publication produced under this Award shall be sent, with a transmittal that identifies the sender and the publication, to the Natural Resources Library at the address below:

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

### **IX. ENFORCEMENT**

If a Recipient fails to comply with the terms and conditions of this Award, FWS may take one or more of the following actions, as appropriate: (1) temporarily withhold payments pending correction of the deficiency; (2) disallow all or part of the cost of the activity or action not in compliance; (3) wholly or partly suspend or terminate the current Award; (4) withhold further awards for the program; or (5) take other remedies that may be legally available.

### **X. SUSPENSION AND TERMINATION**

Suspension of an Award may occur if a Recipient fails to comply with the terms and conditions of this Award. If the FWS determines suspension is appropriate, the FWS may suspend the Award, withhold further payments and prohibit the Recipient from obtaining additional Awards until the Recipient takes corrective action. If the Recipient fails to take corrective action, the FWS may decide to terminate the Award.

An Award may be terminated under two conditions: material failure or convenience. Material failure occurs when the Recipient fails to comply with the terms and conditions of the Award. If the award is terminated for material failure, the FWS will promptly notify the Recipient, in writing, the reasons for the termination and the effective date of termination. After termination, the Recipient *must not incur any new expenses or obligations* and must cancel as many outstanding obligations as possible. Termination for convenience occurs when the FWS and the Recipient both agree that continuation of the project would not produce beneficial results. If the Award is terminated for convenience, both parties will agree upon the

termination conditions, the effective date and if applicable, the portion to be terminated. The Recipient *shall not incur any new obligations* after the termination date and shall cancel as many outstanding obligations as possible.

Under either termination, the Recipient may be entitled to reimbursement for all necessary and proper expenditures incurred after the effective date of the Award but prior to termination. Termination of the Award may be partial or in full. The parties shall promptly settle the terminated Award and execute a modification establishing the terms and conditions of the final settlement.