

***Wildlife Without Borders- Mexico &
Wildlife Without Borders- Latin America and the Caribbean***
ASSISTANCE AWARD GUIDELINES

I. AUTHORITY AND GENERAL PROVISIONS

Section 8 of the Endangered Species Act of 1973, as amended (16 U.S.C. 1531-43) provides the implementation authority for conservation actions under the Convention on Nature Protection and Wildlife Preservation in the Western Hemisphere, 1940. For Domestic Recipients the general provisions applicable to grants and cooperative agreements awarded by agencies of the U.S. Department of the Interior, including definitions of terms used in the document, are found in Title 43, Part 12, of the Code of Federal Regulations entitled “Administrative and Audit Requirements and Cost Principles for Assistance Programs” (http://www.access.gpo.gov/nara/cfr/waisidx_03/43cfr12_03.html). They are hereby incorporated by reference, and take precedence over any restatement, summary, or interpretation of the same in this document. For Non-domestic Recipients the general provisions for foreign grants and cooperative agreements applicable to agreements awarded by the U.S. Fish and Wildlife Service, including definitions of terms used in the document, can be found in the attached document entitled General Provisions for Foreign Grants and Cooperative Agreements. These provisions are hereby incorporated by reference.

II. PURPOSE

The Latin America and the Caribbean Initiative Assistance Award Guidelines apply to all assistance awards to both Domestic and Non-Domestic Recipients, as 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. REPORTING REQUIREMENTS

The maximum reporting requirements for a 1-year project will be:

- 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 requirement to submit both mid-term and final reports shall be at the discretion of the FWS Project Officer. The Scope of Work section of your Assistance Award document should contain project-specific reporting frequency requirements and should define all expected products and deliverables.

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.
 - 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 a description, including the cost and the acquisition date of the equipment. See Section V below for information on equipment management and disposition.

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

Domestic recipients shall use Standard Form 269 “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. A completed and signed SF269 shall be submitted with mid-term and final performance reports.

Non-domestic recipients shall submit a financial status report, which follows the format of the original project proposal budget table and itemizes expenditures for the reporting period. 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.
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”).

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

IV. FINANCIAL ADMINISTRATION

DOMESTIC RECIPIENTS	NON-DOMESTIC RECIPIENTS
<p>Invoice Format: Domestic recipients shall use Standard Form 270 “Request for Advance or Reimbursement”, which can be found at http://www.whitehouse.gov/omb/grants/sf270.pdf.</p>	<p>Invoice Format: Non-domestic recipients shall submit an invoice, printed on organizational stationary, which includes correct payee name and address, the amount requested in U.S. dollars, the FWS Assistance Award number, signature of a project representative, and requested method of payment (electronic payment or paper check).</p>

<p>Invoice Amounts: Domestic recipients may request advance payments for an amount that meets their immediate needs and/or reimbursements for authorized project expenditures, in accordance with 43 CFR Part 12. Any alternative payment schedule shall be requested in writing and provide an appropriate justification of need.</p>	<p>Invoice Amounts: For non-domestic recipients the project-specific invoice amounts and/or prescribed invoice schedule can be found in the Scope of Work section of your Assistance Award document.</p>
<p>Invoice Submission: Domestic recipients must provide an SF 270 and a copy of their ACH Vendor Enrollment form in order to receive payment(s) under this award.</p> <p>Domestic recipients who wish to submit an invoice immediately upon receipt of the Assistance Award should enclose all required items in the blue invoice envelope provided with the Assistance Award package. This envelope shall be returned, along with the signed Assistance Award paperwork, to the FWS Contracting Officer.</p> <p>Any subsequent invoice submitted after the Assistance Award paperwork is returned, must be submitted directly to the FWS Project Officer listed in Block 6 of the Assistance Award.</p>	<p>Invoice Submission: Non-domestic recipients must provide an invoice and Fedwire information, if applicable, in order to receive payment(s) under this award.</p> <p>Recipients who have been instructed to submit an invoice immediately upon receipt of the Assistance Award shall include all required items in the blue invoice envelope provided with the Assistance Award package. This envelope shall be returned, along with the signed Assistance Award paperwork, to the FWS Contracting Officer.</p> <p>Any subsequent invoice submitted after the Assistance Award paperwork is returned, must be submitted directly to the FWS Project Officer listed in Block 6 of the Assistance Award.</p>
<p>Electronic Payment Enrollment: If Recipient is not already receiving electronic payments from the U.S. Fish and Wildlife Service, the Recipient shall submit to the FWS Finance Center (via fax or e-mail) a completed ACH Vendor/ Miscellaneous Payment Enrollment Form (Attachment E). A <u>copy</u> of the completed form shall be submitted with the invoice in the blue invoice envelope. Normal processing time for electronic payments within the U.S. is approximately 3-4 weeks.</p>	<p>Electronic Payment Enrollment: Non-domestic Recipients are <i>strongly encouraged</i> to receive electronic payments via the Federal Fedwire system. Recipients shall submit a completed FEDWIRE Request Form (<i>see Attachment A for more information</i>) with the invoice in order to receive payments electronically. Normal processing time for Fedwire payments is approximately 3-4 weeks.</p> <p>Paper Check Payments: 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.</p>
<p>Vendor Registration: All Domestic Recipients are encouraged to register at the Central Contractor Registration at http://www.ccr.gov/</p>	

FWS Funding: For all grant Recipients, the total amount of funding provided by FWS is to be used to defray the cost of performance from the effective date through the expected termination date. 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 Agreement. FWS may withhold payments and future awards to the Recipient if the Recipient or its sub-recipients fail comply with the terms and conditions of the grant. When payment has been withheld, but the Agreement 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 Agreement.

Pre-Agreement Costs: Pre-agreement costs under this Agreement will include direct and indirect expenses incurred by the Recipient for a period of 90 days before the stated Period of Performance of this Agreement that are allowable under the terms of this grant and do not exceed the amount obligated by FWS. All pre-agreement costs are incurred at the applicant's risk. Such costs are allowable only to the extent that they would have been allowable if incurred after the date that the FWS Contracting Officer signs the Agreement and during the project 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.

Allowable Costs: For each type of Recipient organization, there is a set of Federal cost principles for determining allowable costs. Allowable costs will be determined in accordance with the cost principles applicable to the organization incurring the costs as identified in 43 CFR Part 12 (i.e., OMB Circulars A-87, A-122 and A-21). Only the specific items and amounts specified in this Agreement are considered to be allowable costs to be reimbursed by FWS. The FWS Contracting Officer must approve any required changes to the budget in advance and in writing. Any costs not so approved shall be the responsibility of the Recipient or Sub-recipient.

V. EQUIPMENT

For purposes of this Agreement, 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 Agreement 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 Agreement 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 Agreement and committed to continued use for this purpose throughout its useful life. If this requirement is not met, the disposition of the equipment will be renegotiated with the FWS.

VI. 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 Agreement. Image(s) and product(s) provided as part of the reporting requirements shall be either entered into public domain *OR* provided with specific written permission. Authorship and copyright credit will be given as requested by Recipient. Appropriate credit to the United States Department of the Interior and the United States Fish and Wildlife Service 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 agreement shall 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 Agreement. The Recipient agrees that after the completion date of this Agreement, for a period not to exceed six months and at the Government's request, the Recipient will provide, at no cost, camera-ready copies of any printed materials produced under this Agreement.

Two copies of each publication produced under this Agreement shall be sent, with a transmittal that identifies the sender and the publication, to the Natural Resources Library and the Fish and Wildlife Reference Service addresses 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

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

VII. CERTIFICATIONS AND ASSURANCES

Domestic Recipients: The certifications and assurances applicable to federal grants and cooperative agreements executed by the Recipient are attached to this Agreement (Form DI-2010).

Non-domestic Recipients: Upon signature of this Agreement, a non-domestic recipient certifies that to the best of its knowledge and belief that it and its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency; (b) Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.b of this certification; and (d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State or local) terminated for cause or default. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to their proposal (Form DI-2010, Part A).

VIII. MODIFICATIONS

The Agreement may be modified at any time. All modification requests shall be submitted for prior approval, in writing, to the FWS Project Officer, detailing the need for the requested modification. For budget revisions approval, Recipients shall use the budget format in the initial proposal, and provide details on the requested revisions. Recipients are permitted to redistribute funds within the approved direct cost budget to meet unanticipated requirements and may make limited program changes to the approved project. Recipients shall submit a written request, to the FWS Project Officer, for prior approval for the following:

1. Change(s) in the scope of work or objective of the project;
2. Extend the Period of Performance of the project;
3. Change(s) in key personnel specified in the application or grant award;
4. Requests for additional Federal funding;
5. Contracting out, sub-granting or otherwise obtaining the services of a third party to perform activities which are central to the purpose of the projects;
6. Cumulative transfers among direct cost categories, or if applicable, among separately budgeted programs, projects, functions, or activities which exceed or are expected to exceed ten percent of the current total approved budget; and
7. Termination of the Agreement before the completion of the project.

FWS will review the modification request and notify the Recipient in writing whether revisions are approved.

IX. ENFORCEMENT

If a Recipient fails to comply with the terms and conditions of an Assistance 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 PROCEDURES

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

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 grant or other agreement. Termination for convenience occurs when the FWS or the FWS and the Recipient both agree that continuation of the project would not produce beneficial results. Termination of the agreement may be partial or in full.

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. If the award is terminated for convenience, both parties will agree upon the termination conditions, the effective date and if applicable, and the portion to be terminated. If both parties cannot agree, the FWS may unilaterally terminate the assistance agreement. 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. The parties shall promptly settle the terminated agreement and execute a modification establishing the terms and conditions of the final settlement.