

**Department of the Interior
U.S. Fish & Wildlife Service
Division of International Conservation**

ASSISTANCE AWARD GUIDELINES

These guidelines are for recipients of financial assistance awards under the Multinational Species Conservation Funds (African Elephant, Asian Elephant, Great Apes, Marine Turtle, and Rhinoceros and Tiger), *Wildlife Without Borders*-Western Hemisphere (Mexico, Central America, South America), *Wildlife Without Borders*-Africa, *Wildlife Without Borders*-Eurasia, *Wildlife Without Borders*-Critically Endangered Animals Conservation Fund, Amphibians in Decline, and single source awards issued by the U.S. Fish and Wildlife Service's (Service) International Affairs programs.

Terms of Acceptance:

Acceptance of a financial assistance award (i.e., grant or cooperative agreement) from the Service carries with it the responsibility to be aware of and comply with the terms and conditions of award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.

Awards from the Service are subject to the terms and conditions incorporated into the award either by direct citation or by reference to the following: Federal regulations; program legislation or regulation; and special award terms and conditions. The terms and conditions of Service awards flow down to subrecipients and contractors unless a particular award term or condition specifically indicates otherwise. The U.S. Fish and Wildlife Service Financial Assistance Award Terms and Conditions take precedence over any restatement, summary, or adaptation in these guidelines, and they are hereby incorporated by reference. Please review them at <http://www.fws.gov/grants/atc.html>.

I. FINANCIAL ADMINISTRATION

1. **Allowable Costs:** Funding provided by the Service is to be used only for the specific items and amounts in the approved project budget to carry out approved project activities during the project period as stated in your Award document. For full rules on allowable costs, see [2 CFR 200, Subparts A through D](#). For important rules on altering your approved project or its budget, see section VII.
2. **Pre-Award Costs:** The Service may determine cost incurred no earlier than 90 days prior to the start/effective date of the award allowable if they are included in the approved project budget and scope of work. Pre-award costs are those incurred prior to the start/effective date of the award directly pursuant to the negotiation and in anticipation of the award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the effective date of the award and only with the written approval. For pre-award cost reimbursement, an application must have demonstrated that pre-award activities were necessary and reasonable for accomplishing the overall program objectives and would have been approved had they occurred within the project period. Please note that the Service reserves the right to make the final decision on the approval of pre-award costs. Pre-award costs are incurred at recipient's risk.
3. **Payments:**

U.S. Recipients: Payments to domestic recipients are issued through U.S. Department of Treasury via the self-initiated electronic drawdown system, Automated Standard Application for Payments (ASAP). To view instructions go to the Service's [Financial Assistance Systems Wiki for ASAP](#).

Foreign Recipients: Payments to foreign recipients are transferred electronically through the U.S. Treasury's

International Treasury Services (ITS) system. To receive payment, you must submit a signed Standard Form-270 (SF-270), Request for Advance or Reimbursement. This form is available at <http://www.whitehouse.gov/omb/grants/sf270.pdf>.

You must also complete an ITS Payment Cover Sheet which will be included in your Notice of Award letter. Be sure your account number and banking information are accurate. Email both your completed ITS Payment Cover Sheet and your signed SF-270 to the appropriate Service program mailbox located in Section 4 of the ITS Payment Cover Sheet. Recipients are responsible for ensuring any sensitive data sent to the Service is protected during transmission/delivery.

The Service reserves the right to restrict or withhold payment and/or future awards if you or your sub-recipients do not comply with the Award terms and conditions.

4. **Program Income:** You may retain program income earned through the project period (such as fees for services, the use or rental of property, sale of commodities or fabricated items, license fees or royalties on patents and copyrights, and interest on loans) if approved by the Service as part of the project budget. Report any program income on your financial status reports (see Section II. B). Program income must be used for one of the following purposes:
 1. To conduct additional activities that will further the project objectives; OR
 2. To finance the non-Federal share of project costs.
5. **Unspent project funds and interest:** At the end of your project, any unspent funds must be reported on your final financial report and returned to the Service. For U.S. recipients, the remaining funds will be de-obligated directly from ASAP.

For foreign recipients, unspent funds must be returned by check in U.S. dollars made payable to the U.S. Fish and Wildlife Service. Return funds to: U.S. Fish and Wildlife Service, Division of International Conservation, 5275 Leesburg Pike, MS: IA, Falls Church, Virginia 22041. Please reference your award number when returning the funds.

Interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services, Payment Management System, Rockville, MD 20852. Interest amounts up to \$500 per year may be retained for administrative expense.

II. REPORTING

The Service may require annual, semi-annual, or quarterly performance and financial reports. Recipients are required to submit reports at least annually. Your reporting frequency and due dates is indicated in your official Award document (See Schedule, Column B) and the Notice of Award letter.

Final performance and financial reports including all deliverables and products listed in your Award's scope of work, and photographic documentation of project activities are due no later than 90 calendar days after the project end date as indicated in your Award documents and Notice of Award letter.

Unless authorized by an extension, obligations incurred under your Award must be liquidated no later than 90 calendar days after the end date of the project period as specified in the Award document and Notice of Award letter.

Reports and products must be submitted electronically to the appropriate program mailbox as outlined in your Notice of Award letter. See below for a complete list of program mailboxes.

Multinational Species Conservation Funds	Program Mailbox
African Elephant Conservation Fund	MSCF_AfricanElephant@fws.gov
Asian Elephant Conservation Fund	MSCF_AsianElephant@fws.gov
Great Ape Conservation Fund	MSCF_GreatApes@fws.gov
Marine Turtle Conservation Fund	MSCF_MarineTurtle@fws.gov
Rhinoceros and Tiger Conservation Fund	MSCF_RhinoTiger@fws.gov

WWB-Regional and Global Programs	Program Mailbox
WWB-Amphibians in Decline	WWB-AD@fws.gov
WWB-Africa	WWB_Africa@fws.gov
WWB-Critically Endangered Conservation Fund	WWB_CEACF@fws.gov
WWB-Western Hemisphere (Central and South America)	WWB_LAC@fws.gov
WWB-Western Hemisphere (Mexico)	WWB_Mexico@fws.gov

A. Performance Reports (Interim and Final) must include:

1. Title page stating "Interim Report" or "Final Report", your Agreement Number, organization, project officer name, date of report, and dates of period covered by the report.
2. Narrative text presenting the current project status including:
 - a. One-paragraph executive summary stating project purpose, results and achievements.
 - b. Longitude and latitude coordinates of the main location of project work.
 - c. Descriptions of activities undertaken to achieve each objective in the project proposal.
 - d. Explanation of the problems encountered for any objectives not met. (Project objectives cannot be altered without prior approval of the Service Program Officer; see Section VII.)
 - e. If the goals and objectives were not met, the reasons why.
 - f. Assessment of the project's impact including measurable and verifiable outcomes such as quantities of the target species, land area, or people affected by your project's work. Other outcomes to report (based on your specific project) may include workshops, publications, number of trainees instructed, hours on patrol, number of snares removed, etc.
 - g. Description of any cooperation or collaboration among local organizations that was directly associated with this project.
 - h. The cost and purchase date of any equipment purchased under this Award. Describe how it was used during the project period and how it will be used in the future (See Section VI for important information on equipment management and disposition).

B. Financial Status Reports (Interim and Final):

1. U.S. recipients must submit financial reports on the Standard Form 425 (SF-425), Federal Financial Report available at https://www.whitehouse.gov/sites/default/files/omb/grants/approved_forms/SF-425.pdf. For instructions: https://www.whitehouse.gov/sites/default/files/omb/grants/approved_forms/sf-425-instructions.pdf.
2. Foreign recipients must submit a financial table or spreadsheet in the same format as the original project proposal budget showing itemized expenditures for the reporting period.

C. Report Extensions:

Financial and performance reporting due dates may be extended up to 90 days by the Service upon receipt of a written request addressed to the Service Program Officer identifying the type of report to be extended, the requested revised due date, and a justification for the extension. The Service Program Officer may approve a longer extension if justified by a catastrophe that significantly impaired operations. Written requests for reporting due date extensions must be received by the Service Program Officer no later than one day before the original reporting due date.

D. The Federal Funding Transparency Act (FFATA):

If your organization had a gross income of \$300,000 or more in your previous tax year then you may be subject to additional FFATA reporting requirements as described below.

- If the Award is for \$25,000 or more, your annual gross revenues from the Federal government are more than \$25 million, *and* Federal sources provide 80% of your annual gross revenues you must report the names and compensation amounts of your top five executives and the top five executives of any sub-recipients *unless* compensation information is already available to the public through periodic reporting filed under section 13(a) or 15(d) of the Securities Exchange Act or section 6104 of the Internal Revenue Code. The data on your organization's executives is reported by entering it into your registered SAM profile at <https://www.sam.gov/portal/public/SAM/>. Data on sub-recipient's executives is reported by entering it online at <http://www.fsrs.gov>.
- Any sub-awards issued for \$25,000 or more under this Award, the basic information about these sub-awards (including the DUNS numbers of sub-recipients) must be reported online at <http://www.fsrs.gov>.

For further details on reporting requirements under FFATA, please go to <https://www.fsrs.gov/>.

E. Single Audit Report:

U.S. recipients expending \$750,000 or more in Federal award funds in a fiscal year must submit an A-133 Single Audit report for that year through the Federal Audit Clearinghouse's Internet Data Entry System located at <http://harvester.census.gov/sac>.

F. Products and Deliverables (for Final Report):

1. **Products:** Provide 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 published news articles relating to project activities. Materials produced under this Award and intended for distribution to the public must acknowledge the support of the Service by showing the Service's logo or the *Wildlife Without Borders* signature. Photo-ready and vector format logos are available upon request from the Service Program Officer.
2. **Photographic/Video Documentation:** Provide a minimum of **5 photographs** relevant to the implementation

of the project in one of the following formats:

- i. Professionally processed prints, digital photographs on disk or CD, or if under 5 MB submitted via e-mail to the to the appropriate program mailbox along with your reports.
- ii. Digital photographs must have a resolution of 300 dpi and be at least 2100 x 1500 pixels in size. Acceptable formats include JPG and TIFF. Prints must have a minimum size of 5" x 7"/125mm x 175 mm.
- iii. Photograph/video submissions must include a separate document or embedded file information listing the following attributes: description, brief information for caption, photo credit information (as the photographer would like it to appear in publications), and contact information for the owner of the photograph/video.

If you do not provide written permission specifically giving the Service project images and products, then they will automatically enter into public domain. See Section V for information on copyright, authorship, and dissemination of images.

III. SYSTEM FOR AWARD MANAGEMENT (SAM)

Under the terms and conditions of this award unless you are an individual or specifically waived from this requirement, your organization must maintain an active SAM registration at <https://www.sam.gov/portal/public/SAM/> until the final financial report is submitted or final payment is received, whichever is later. If your organization's SAM registration expires during the required period, the Service will suspend payment under this and all other Service awards to your organization until your SAM registration is active.

IV. REQUIREMENT FOR SUB-RECIPIENT DUNS NUMBERS

Sub-awards cannot be issued unless the sub-recipient has provided its Data Universal Numbering System (DUNS) number. Potential sub-recipients must be notified that no entity may receive a sub-award without providing its DUNS number. DUNS numbers can be obtained online at <http://fedgov.dnb.com/webform>.

V. PUBLICATION & BRANDING

Appropriate credit to the Service and U.S. Department of the Interior must be included in any formally published article unless the Service issues a disclaimer. The publishing of any project reports, or parts thereof, is subject to Service review and comment. Publications and any material (presentations, reports, large equipment purchases, infrastructure, audio visual materials, awards, and other items as deemed relevant) produced under an award that is intended for distribution must acknowledge the support of the Service by showing the Service logo and *Wildlife Without Borders* signature. Photo-ready and vector format logos are available upon request from the Service Program Officer. Copies of photographs and videos, if applicable, should be sent in with reports.

If you do not provide your written permission specifically giving the Service your project's images and products then they will automatically enter into public domain. Authorship and copyright shall not restrict Service privilege to reproduce or distribute products and photographs. The Service will give authorship and copyright credit to the recipient or others if requested in writing.

For a period of no more than six months after the project period, the Service may require recipients to provide camera-ready copies of the printed materials produced under this Award. The U.S. Government reserves the right to reproduce and disseminate, for its own purpose, any product resulting from this Award.

VI. EQUIPMENT

If you purchase an item for \$5,000 or more that can be used for more than one year then it is considered "Equipment" and the following rules apply:

- a. You must maintain equipment records to include the following information:
 - i. description of the item;
 - ii. serial number or other identification number;
 - iii. name of titleholder;
 - iv. source of the item;
 - v. cost of the item;
 - vi. acquisition date;
 - vii. percentage of grant funds used to acquire the item;
 - viii. location, use, and condition of the item; and
 - ix. a statement on plans for use of the item after project ends.
- b. Equipment may not be used as a match on another federal award (In the Final Report, you must provide a description of the equipment, the acquisition date, and the cost of the equipment).
- c. If you have demonstrated that equipment purchased under this Award was used only for the purposes of the Award and a commitment exists to continue its usage for the same purpose throughout its useful life, then the equipment will become your property upon completion of the project. Otherwise, disposition of the equipment must be negotiated with the Service.

VII. REVISIONS OF PROJECT BUDGET AND PLANS

Any of the following changes to your Award requires **prior approval** by the Service Program Officer. You must obtain approval or an official modification of your Award before implementing any of the following changes in your project:

1. Additional Service or other Federal funding;
2. Change in the scope or objective of the project;
3. Change in key personnel specified in the approved proposal and Award document;
4. Absence of project officer or other key personnel for more than three months, or reduction in their work time of 25% or more;
5. Budget change to transfer amounts from training allowances (direct payment to trainees) to other categories or expenses;
6. Budget change to transfer amounts between indirect costs and direct costs;
7. Budget change to transfer direct cost line amounts to other direct cost lines or categories when FWS Award amount is \$100,000 or greater *and* subtotal of transferred amounts exceeds 10% of the originally awarded budget;
8. Services of a third party (contractor, sub-grantee) to perform activities central to the purpose of the project.

For budget changes (5, 6, and 7 above), you must submit a revised budget prepared in the same format as your originally approved budget to the Service Program Officer with your request for approval.

Within 30 calendar days from the date of receipt of the request, the Service will review the request and respond with an official notice or modification. If the revision is still under consideration at the end of 30 calendar days, you will be informed in writing when to expect the decision.

VIII. EXTENDING THE PROJECT PERIOD WITHOUT ADDITIONAL FUNDING

The authorized dates of your project period appear in Box 12 of your Award document. Events may occur during the project period that impact timing requiring an extension of time to complete the project. If additional time is needed to complete the approved project, you must send written notice to the Service Program Officer. This notice must be received by the Service Program Officer at least 10 calendar days before the authorized project period end date, and must include supporting reasons and revised end date. Extensions for time cannot be authorized for the purpose of spending an unused balance of funds that remains after the approved project activities have been completed.

IX. RECORDS RETENTIONS

Financial records, supporting documents, statistical records, and all other records pertinent to Service awards must be retained for a period of three years from the date of submission of the final expenditure report or, for Service awards that are renewed annually, from the date of the submission of the annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient.

X. ENFORCEMENT, TERMINATION, & SUSPENSION FOR NON-COMPLIANCE

Failure to comply with the terms and conditions of this Award may result in one or more of the following until take corrective action:

- temporarily withhold payments pending correction of the deficiency;
- disallow all or part of the cost of the activity or action not in compliance;
- wholly or partly suspend or terminate the current Award;
- withhold additional Awards;
- take other remedies that may be legally available.

Your Award may be terminated by the Service under two conditions: material failure or convenience. Upon termination, you must not incur any new expenses or obligations, and you must cancel as many outstanding obligations as possible. However, you may be entitled to reimbursement for project expenditures made prior to termination. "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 Service will promptly notify the Recipient, in writing, of the reasons for termination and the effective date of termination. Termination for "convenience" occurs when the Service 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 the portion of project to be terminated.

XI. DISCLOSURES

Conflict of Interest Disclosures: Recipients are responsible for notifying the Service Program Officer in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter that might place the recipient, the recipient's employees, or the recipient's subrecipients in a position of conflict, real or apparent, between their responsibilities under this award and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the recipient, the recipient's employees, or the recipient's subrecipients in the matter.

Upon receipt of such a notice, the Service Program Officer in consultation with their Ethics Counselor will determine if a conflict of interest exists and, if so, if there are any possible actions to be taken by the recipient, the recipient's employee(s), or the recipient's subrecipient(s) that could reduce or resolve the conflict. Failure to resolve conflicts of interest in a manner that satisfies the Service may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including termination of this award.

Other Mandatory Disclosures:

Recipients and their subrecipients must disclose, in a timely manner, in writing to the Service or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338, Remedies for noncompliance, including suspension or debarment (See 2 CFR 200.113, 2 CFR Part 180, and 31 U.S.C. 3321).

XII. AUTHORITY

A. Legislative Authorities

- The Wildlife Without Borders Regional and Global 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); the Rhinoceros and Tiger Conservation Act (16 U.S.C. 5301-5306); Asian Elephant Conservation Act (16 U.S.C. 4261-4266); Great Ape Conservation Act (16 U.S.C. 6301-6305, as amended); and the Marine Turtle Conservation Act (P.L. 108-266).

B. Regulatory Requirements

U.S. Fish and Wildlife Service Financial Assistance Award Terms and Conditions and regulatory requirements are posted on the internet at <http://www.fws.gov/grants/atc.html>. They are hereby incorporated by reference and take precedence over any restatement, summary or adaptation in these guidelines.