

Neotropical Migratory Bird Conservation Act
GRANT ADMINISTRATION GUIDELINES
For Recipients Outside of the United States of America
July 2005

I. AUTHORITY AND GENERAL PROVISIONS The authority for the Neotropical Migratory Bird Conservation Act (NMBCA) grant program is Public Law 106-247-July 20, 2000.

II. PURPOSE NMBCA Grant Administration Guidelines apply to all grants awarded to recipients outside of the United States of America under the authority of NMBCA.

III. ASSISTANCE AWARD DOCUMENT, REPORTS & OTHER REQUIRED DOCUMENTATION

- A. Assistance Award: When the U.S. Fish and Wildlife Service (USFWS) approves funding for a Project Proposal (Proposal), the USFWS Program Officer (Program Officer) will review the Proposal and assemble the pertinent documents. If the Program Officer finds any problem related to compliance with law, policy, or administrative procedures, he or she will contact the Recipient's Project Officer (Project Officer) to seek a resolution. If there are no problems or once any problems have been resolved, the Program Officer will send the grant recipient (Recipient) a signed grant or cooperative agreement, which is entitled "U.S. Fish and Wildlife Service Assistance Award," by Federal Express. Grant agreements will normally be mailed out within 45 days of approval of funding by the USFWS. This agreement does not require your signature.

If the Program Officer has not received a written notice declining the award or requesting a delay of the execution date from the Recipient within 14 days of the date the Recipient receives the Assistance Award, the funding period of the grant agreement will begin on the date designated on the grant agreement (including any allowable pre-agreement costs).

B. Performance Reports:

1) Reporting Period:

- a.) If the Project period is less than one year, the grant recipient (Recipient) must send to the U.S. Fish and Wildlife Service USFWS Program Officer a final performance report and a final Financial Status Report (SF 269) within 90 days of the end of the Project period.
- b.) If the Project period is one to two years, the Recipient must send to the USFWS Program Officer: (a) an intermediate performance report and an intermediate Financial Status Report within 90 days **of the first half of the Project period**; and (b) a final performance report and a final Financial Status Report within 90 days of the end of the **second half of the Project period**.
- c.) If the Project period is two years or greater (due to extension), the Recipient must send the USFWS Program Officer: (a) an annual Performance Report and annual Financial Status Report within 90 days of the end of each year; and (b) a final performance report and final Financial Status Report within 90 days of the end of the Project period.

2) Report Requirements:

Both annual and final performance reports must include or be accompanied by:

- a) a comparison of grant and match funded actual accomplishments with proposed project objectives for the period covered and explanation of any differences;
- b) Report of Federal Cash Transactions: The Recipient must send a PSC 272 (the electronic method of submitting the Report of Federal Cash Transactions through SMARTLINK. [See Section IV.G] **fifteen** business days after each quarter ends whether or not any cash transactions occurred. The quarters end on March 31, June 30, September 30 and December 31.

3) Additional Final Report Requirements:

The final performance report must also include or be accompanied by:

- a) a comparison of each partner's proposed matching commitments with the amounts actually contributed;
- b) map(s) [*U.S. Geological Survey 7½ minute topographic*] indicating the boundaries of all interests in real property that the recipient, sub-recipient, or match provider has purchased, restored, enhanced, or created with NMBCA or matching dollars or accepted as in-kind matching donations;
- c) (as an alternative to the maps described above for habitat restoration, enhancement, or creation sites smaller than 247 acres[100 hectares]) the coordinates of the center of each contiguous parcel in the UTM (Universal Transverse Mercator) coordinate system with each pair of coordinates referenced to the habitat modification;

C. Other Documentation that may be required:

- 1) If the Recipient, sub-recipient, or match provider (a) acquires an interest in real property with NMBCA funding, (b) seeks reimbursement with NMBCA funding for such acquisition, or (c) acquires the real property with matching funds or as a matching in-kind donation,
 - the Recipient must send the USFWS Program Officer documentation as provided in Sections VII.A. through VII.B. as soon as practicable, and at least with each annual report.
- 2) Additionally, the following item is required as soon as the interest in real property is identified as a potential acquisition and before any offer is made to the owner:

The Recipient must send the USFWS Program Officer the acreage, boundaries, and map location of any interest in real property to be acquired with NMBCA dollars if such real property was not identified in the original Project Proposal. (See Section VIII, for additional information and requirements regarding project modifications.)

IV. FINANCIAL ADMINISTRATION

A. Matching Donations:

1. *Definition of matching cash:* For NMBCA projects carried out outside the United States the matching donation can be cash or in-kind contributions. Matching cash is any cash that complies with the Federal Cost Principles in OMB Circular A-122. Matching cash must be contributed to or by a Recipient to accomplish the purposes of the Project. The Recipient may obligate the cash itself for the purposes of the Project or may subaward it to a subrecipient (who may be the original provider of the matching cash) to accomplish the purposes of the Project. If money has been used to incur costs for project purposes before the USFWS receives the Proposal, it will be considered as a matching in-kind contribution regardless of how it is described in the letter committing it as match.
2. *Definition of matching in-kind contribution:* Matching in-kind contributions are not allowed as match for project activities carried out within the United States of America, but are allowable for project activities carried out outside of the United States. A matching in-kind contribution is property or services that benefit a NMBCA-funded project or another Federally assisted project or program and which are contributed by either the grant recipient, a subrecipient, or a non-Federal third party without charge to the grantee, or a cost-type contractor under the grant agreement. Matching in-kind contributions may be in the form of real property, equipment, supplies and other expendable property, and the goods and services directly benefiting and specifically identifiable to the project or program.
3. *Meeting the matching requirements:* At the end of the Project period, if the total amount of partner match, as listed in Section 13 of the Assistance Award, does not equal the amount committed in the Proposal, the amount of NMBCA funding will be disallowed by an equal proportion. When such a disallowance occurs, the Recipient must return to USFWS any NMBCA funding received in excess of the newly established allowable amount. The Recipient may not receive any new NMBCA grants until it returns these funds.

- B. Pre-Agreement Costs: USFWS authorizes pre-agreement costs not to exceed the "Amount entered for "This obligation" in the "FWS" column in Block 13 of the assistance award. The Recipient or subrecipient must not have incurred pre-agreement costs before the date that the USFWS receives the Proposal for any part of the Project to be funded with NMBCA funding.

Costs are incurred on:

- the earlier to occur of placing an order, signing a contract, or performing or receiving a service; or
- the earlier to occur of (1) taking title to real property or (2) the purchaser becoming legally obligated to purchase an interest in real property with all contingencies placed on the purchaser's obligations having been satisfied. *[An instrument for a legal obligation to purchase is typically called an exercised option, a purchase agreement, contract of sale, sales contract, deposit receipt, offer and acceptance, agreement of sale, offer to lease or purchase, or sale agreement.]*

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 USFWS signs the grant agreement and during the Project period. The USFWS is under no obligation to reimburse such costs if the applicant has not:

- received an award adequate to cover such costs;
- prior to incurring the cost of the acquisition of real property, equipment, supplies, or services, ensured that the acquisition or activities associated with the acquisition will comply with the following:
 - the National Historic Preservation Act Section 402 (16 USC 470a-2) which applies to any property on the World Heritage List or on the applicable country's equivalent of the National Register;
 - other applicable Federal, state or local laws and regulations in the countries where projects occur.

USFWS is under no obligation to accept equipment, supplies, or services unless the applicant has prior to becoming contractually committed to acquire the equipment, supplies, or services ensured that all associated Project activities will comply with:

- other applicable Federal, state or local laws and regulations in the countries where projects occur. *[And See Section VIII.E.]*

This section constitutes prior written approval for any pre-agreement costs that: (a) qualify under its provisions, (b) are in compliance with other applicable country's Federal, State, and local laws and regulations, and (c) are in compliance with other applicable provisions of NMBCA Grant Administration Guidelines.

- C. Financial Management System: The Recipient shall maintain a complete, detailed accounting system to report expenditures of NMBCA funds and a detailed accounting of receipts and expenditures of U.S. non-Federal and applicable country's matching funds or value of services. Reports of these accounting records must be maintained and shall be submitted as part of the final report, and upon demand if special audits are required.
- D. US Matching Funds Source: All U. S. funds used as match against NMBCA funds shall be from U.S. non-Federal sources and shall not previously have been used as match required for other U.S. Federal funds.
- E. Payment Management System: All NMBCA funds payments are remitted to Recipients through an electronic funds transfer system-- SMARTLINK, part of the Payment Management System administered by the U.S. Department of Health and Human Services Division of Payment Management (DPM). Therefore the Recipient must comply with enrollment procedures to facilitate such transfers to their financial institution in order to request advance payments and reimbursements.

SMARTLINK enrollment forms are available from the Division of Bird Habitat Conservation's website at <http://birdhabitat.fws.gov/smartlink/SMARTLINK.htm>. The Recipient will receive information to access SMARTLINK by the DPM. Funds requested through the SMARTLINK system are generally delivered the next business day, however the use of an intermediary bank may require additional processing time.

SMARTLINK is accessible via a personal computer and an Internet or dial-up networking connection. Detailed information regarding SMARTLINK is available on-line at <http://www.dpm.psc.gov>. The Recipient must complete and mail (no faxes or email) an original (with no obvious corrections) SF-1199A "Direct Deposit Sign-up Form", and a "Contact Information Form-Smartlink System" to:

U.S. Fish and Wildlife Service
Division of Bird Habitat Conservation
MBSP-4075
4401 North Fairfax Drive
Arlington, VA 22203

F. Advance Payments and Reimbursements:

1) Cash advances to a recipient organization shall be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the purposes of the approved project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.

2) If a recipient draws down more than \$10,000 in Federal funds as a cash advance, but the intended transaction is postponed, the funds received must be promptly refunded to the Federal program agency and redrawn when needed.

3) The only exceptions to the requirement for prompt refunding are when the funds involved will be disbursed by the recipient organization within seven calendar days, or are less than \$10,000 and will be disbursed within 30 calendar days.

4.) Whenever possible, advances must be consolidated to cover anticipated cash needs for all awards made by the Federal awarding agency to the recipient.

5) If the Recipient elects to receive advance payments at anytime during the project period, the Recipient must send the USFWS Program Officer an electronic 272 report (PSC 272), whether or not any cash transactions occurred, through the Payment Management System. The PSC 272 is a Report of Federal Cash Transactions (also known as Standard Form 272). The PSC 272 is due **fifteen** business days after each quarter ends. The quarters end on March 31, June 30, September 30 and December 31. Failure or late reporting may result in the withholding of grant payments.

6) In summary, recipients may request cash advance payment when all of the following requirements are met:

- The recipient is successfully enrollment in SMARTLINK and has received account access information from the U.S. Department of Health and Human Services Division of Payment Management.
- The advance is requested during the funding period designated on the Agreement.
- The recipient maintains procedures to minimize the time elapsing between the transfer of the actual immediate cash requirements and the disbursement by the recipient and sub-recipient.

7) Generally, advances shall be maintained in interest bearing accounts (see 43 CFR 12.922 (k) for exceptions). The Recipient may retain interest amounts up to \$250 per year for administrative expenses as established in 43 CFR 12.922 (l). Interest earned on advances shall be remitted annually to the USFWS.

8) Separate depository accounts are not required, but recipients must be able to account for the receipt, obligation, and expenditure of funds.

9) Special award conditions may be applied should the Recipient not conform to the terms and conditions of the entire award. The following restrictions may include, delayed payment; reimbursement only (no

advances); manual review of payment requests; withholding authority to proceed to next phase of a project; requiring more detailed financial reporting and additional project monitoring. A history of failure to perform in accordance with the terms of the award may lead to suspension or debarment from receiving future awards.

10) Recipients choosing **not** to request advance payments are not required to submit these quarterly financial reports. These quarterly financial reports **do not substitute** for the annual and final Financial Status Reports (SF 269) required of all Recipients as described above.

V. SPECIAL PROVISIONS APPLICABLE TO ALL PROPOSALS

A. Equipment:

Equipment means tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Title to all equipment acquired for the Project will vest in the Recipient or subrecipient. Recipients and subrecipients will follow the provisions of this Section for the use, management, and disposal of equipment purchased with NMBCA funding or matching dollars or received as a matching in-kind donation (for projects outside of the USA).

The Recipient or subrecipient must use the equipment acquired for the Project as long as needed, whether or not the Project continues to be supported by Federal funds. While the equipment is used for the Project, the Recipient or subrecipient must make it available for use on other projects or programs if such other use will not interfere with the work on the project for which the equipment was originally acquired. The Recipient or subrecipient must give first preference for such other use to other projects or programs sponsored by the Department of the Interior and second preference to projects and programs sponsored by other Federal agencies.

The Recipient must make a physical inventory of equipment at least once every two years and reconcile the results with the equipment records. The Recipient must, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment. The Recipient must ensure that adequate maintenance procedures are implemented to keep the equipment in good condition.

When acquiring replacement equipment, the Recipient or subrecipient may use the equipment to be replaced as trade-in or sell the equipment and use the proceeds to offset the costs of the replacement equipment subject to USFWS's approval. In some cases, a Recipient may no longer need, for the purposes of the Project, any original or replacement equipment acquired with NMBCA funding or matching funds or received as a matching in-kind donation (for projects outside of the USA). The Recipient must request disposition instructions from the Program Officer, who will determine whether the equipment can be used to meet the requirements of a Project or program authorized for support by the United States Department of the Interior. If no such requirement exists, the Program Officer will report the availability of the equipment to the General Services Administration, which will determine whether a requirement for the equipment exists in other Federal agencies. If a Federal agency does not need the equipment and it has a current per-unit fair market value of less than \$5,000, the Recipient or subrecipient may retain, sell, or otherwise dispose of it with no further obligation to USFWS. If such equipment has a current per-unit fair market value of more than \$5,000, the Program Officer will issue instructions to the Recipient no later than 120 calendar days after the Recipient's request

- B. **Supplies and Other Expendable Property:** The provisions of this section will apply to all supplies and other expendable property purchased with NMBCA funding or matching dollars or received as a matching in-kind donation (for projects outside of the USA). Title to such supplies and other expendable property will vest in the recipient or subrecipient upon acquisition. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the Project and the supplies are not needed for any other federally sponsored project or program, the Recipient or subrecipient will retain the supplies for use on non-federally sponsored activities or sell them, but must, in either case, compensate the Federal government for its share.

- C. Information Releases: News releases or other information on the Project published or released for publication by the Recipient or subrecipients must acknowledge that funding was made possible through NMBCA and the FWS as appropriate. Copies of press releases and other publicity shall be made available to the Program Officer.
- D. FWS Access to Information: Upon reasonable notice, the FWS shall have free and unencumbered access and use of all materials, data, and accounting, receipts, and expenditures records produced under a NMBCA Grant project.
- E. Government Right to Publish and Use Data: Unless waived by USFWS, the Federal Government has the right to:
- (1) Obtain, reproduce, publish or otherwise use the data first produced under an award; and
 - (2) Authorize others to receive, reproduce, publish, or otherwise use the data for Federal purposes.
- United States Department of the Interior, Fish and Wildlife Service, shall be in any formally published article providing the FWS does not otherwise feel it appropriate to issue a disclaimer.
- Two (2) copies of each publication produced under this Agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication. The address of the Library is:
- U.S. Department of the Interior
 - Natural Resources Library
 - Division of Information and Library Services
 - Gifts and Exchange Section
 - 1849 C Street, NW
 - Washington, DC 20240
- F. Recipient agrees to work with the FWS in developing a cooperative site-inspection schedule for purposes of assessing the condition and integrity of the completed project objectives.
- G. Recipient shall provide copies of reports, maps, or any other information generated by this project to any person or organization that requests it, in a timely manner.

VI. SPECIAL PROVISIONS APPLICABLE TO HABITAT RESTORATION & ENHANCEMENT

- A. Management for Project Purpose: The Recipient or subrecipient must ensure that any habitat restored, enhanced, and/or created is managed for the purposes for which it was intended in the Project. If the Recipient or subrecipient does not ensure that such habitat is managed for the Project purpose in whole or in part, it agrees to pay USFWS for that percentage of the current fair market value of the original habitat restoration, enhancement, or creation attributable to the Federal participation in the Project. A Recipient or subrecipient must determine the current fair market value by obtaining at the Recipient's or subrecipient's expense an appraisal completed according to nationally recognized appraisal standards and subject to USFWS's review and approval.
- B. Inspection: The Recipient must ensure that any habitats restored, enhanced, or created in the Project (including such work completed with matching funds or as a matching in-kind contribution) are available for site-inspection by the USFWS or its designee to ensure that such habitat is managed for the purposes for which it was intended in the Project. The requirements of this Section will be in force for 25 years from the end of the Project period unless limited by easements, leases, other legal instruments, or special considerations described in the Proposal or approved by the Program Officer.

VII. SPECIAL PROVISIONS APPLICABLE TO REAL PROPERTY ACQUISITION

- A. Real Property: Real property acquired with NMBCA funds or matching funds will be purchased at or below the appraised value. Recipient shall provide a third-party appraisal to the FWS Project Officer for approval as soon as possible prior to the purchase of the real property. The appraisal shall be completed according to generally accepted standards and procedures currently in use in the applicable country.
- B. Documentation: The Recipient shall submit to the Program Officer copies of the closing statement, and the recorded deed, registered escritura, or other instrument conveying title to any interest in real property purchased with NMBCA funds or matching funds or as a matching in-kind donation, within 90 days of the closing or as soon as practicable.
- C. Displaced Persons: If any tenant(s) will be displaced by a project, the Recipient must provide relocation assistance to the displaced tenant(s), including reasonable moving or paying expenses associated with moving the tenant(s) and his or her personal property.
- D. Long-term Conservation: Real property purchased with NMBCA funds or matching funds or as a matching in-kind donation shall be held and administered primarily for the long-term conservation of wildlife and other natural resources, in accordance with the project purposes.
- E. Property Inspection: The Recipient shall allow representatives of the FWS to inspect the real property acquired with NMBCA funds or matching funds or as a matching in-kind donation, following reasonable advance notice, for the purpose of ensuring that the property is managed in accordance with the purposes of the project, and for the long-term conservation of wildlife and other natural resources.
- F. Real Property Disposal: The Recipient must use the interest in real property for the project's authorized purposes. The FWS will be the final arbiter of when an interest in real property will be no longer needed for the project's authorized purposes. Except as specified in the proposal, the Recipient or subrecipient who commits the interest in real property to the project may not:
 - 1) encumber the interest on real property without the approval of the FWS (encumber means to attach a claim, liability, or some other right to real property and make it binding on the same, such as a lien, mortgage, easement, or servitude).
 - 2) dispose of the interest in real property, or any part of the same, without requesting the approval of the USFWS.

VIII. MODIFICATIONS

A. Prior Approvals

The Recipient must request prior written approval of the Program Officer for any change of a provision of the Grant Agreement and any of the following changes of the Proposal:

- changes in the scope and objective of the Project (regardless of whether there is an associated budget revision requiring prior approval) including but not necessarily limited to, changes in the Project Purpose, extension of the Project period except as provided below, changes in the Project area, a change in the proposed titleholder of any interests in real property purchased or donated for the Project, a cumulative decrease of any proposed acreage achievements in for example acquisition or restoration activities and changes in the matching contributions;
- the transfer of amounts budgeted for the direct costs of Acquisition, Restoration, or Enhancement to indirect costs;
- the transfer from a non-administrative or non-overhead direct-cost budget item to a direct-cost category labeled as administration, overhead, or an equivalent designation;
- the inclusion of costs that are not allowed in accordance with the Federal Cost Principles or the policy of the NMBCA Grants Program; and
- the inclusion of costs that require prior approval in accordance with the applicable Federal Cost Principles, including (i) changes in the specific parcels or interests in real property to be acquired, and (ii) identification of the specific parcels or interests in real property to be acquired for projects where such parcels or interests were not identified in the original proposal.

The Recipient must consult with the Program Officer as soon as he or she becomes aware of any potential change in the scope or acreage objectives of the project. The Recipient must initiate such consultations whether the potential change is the initiative of the Recipient or dictated by forces beyond the Recipient's control. An example of the latter is an unforeseen escalation of land prices that will: (a) reduce the number of acres or the interests in real property that can be acquired in the project (e.g., easements instead of fee title); or (b) change the types of habitats that can be acquired in the project.

The Recipient must send all requests for prior approval to the Program Officer at least 30 days in advance of the desired implementation. The Recipient must include a narrative justification with any request for changes in the Grant Agreement or Proposal. A request for prior approval of any budget revision must be accompanied by a revised budget table in the same format as in the original Proposal. The Program Officer does not have the authority to increase the Federal funding awarded to this Project.

- B. **Change of Project Officer**: Although prior approval is not required, the Recipient must notify the USFWS of a change of the Recipient's Project Officer or his or her address, telephone/fax number, or E-mail address. Project Officers must be familiar with the details of a proposal and the progress in completing the Project. Project Officers must also be available to discuss the project with the Program Officer by telephone or E-mail. The Program Officer reserves the right to request another Project Officer if it anticipates or experiences significant problems in contacting or obtaining information from the designated Project Officer.
- C. **One-Time Extension of Project Period**: Recipients may initiate a one-time extension of the expiration date of the award of up to 12 months unless one or more of the conditions listed below apply. For one-time extensions, the Recipient must notify the Program Officer in writing, with the supporting reasons and revised expiration date, at least 10 days before the expiration date, specified in the award. This one-time extension may not be exercised merely for the purpose of using unobligated balances. The conditions that prevent issuance of a one-time extension are:
- the extension requires additional Federal funds; or
 - the extension involves any change in the approved objectives, scope, or purpose of the Project.
- Any extension after this one-time Recipient-initiated extension will require the Program Officer's prior written approval.

- D. Case by Case Exceptions: Except as required or authorized above, USFWS waives all other cost-related or administrative prior approvals authorized in 43 CFR 12.70 and 43 CFR 12.925. In addition to the above potential modifications of the Grant Agreement, the Recipient may request that the Program Officer grant, in unusual situations, an exception to any requirement of the Grant Agreement that is derived from the Federal grant regulations in 43 CFR, part 12, or NMBCA program policy. The Program Officer will only approve such exceptions on a case-by-case basis and when the request is supported by a persuasive written justification. To ensure that consistent criteria are applied to all subsequent requests for exceptions and modifications, the Program Officer must develop decision criteria to be applied to current and future requests before approving or disapproving the request.
- E. National Historic Preservation Act (Section 402 (16 U.S.C. 470a-2)) Prior to the approval of any Federal undertaking outside the United States which may directly and adversely affect a property which is on the World Heritage List or on the applicable country's equivalent of the National Register, the Program Officer must be made aware of and take into account any effect of the undertaking on such property for purposes of avoiding or mitigating any adverse effects.

IX. TERMINATION USFWS may terminate this award in whole or in part if a Recipient materially fails to comply with the terms and conditions of an award. If the USFWS Program determines that the Recipient will materially fail to achieve the Project's acreage objectives as stated in the Proposal the USFWS may terminate the grant in whole or in part. If a Recipient, without prior consultation with the Program Officer, incurs costs to implement a project that will materially fail to achieve the project's objectives, the USFWS may terminate the grant in whole or in part. The USFWS may also terminate this award with the consent of the Recipient, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Recipient may terminate the award upon sending to USFWS written notification setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if USFWS determines in the case of partial termination that the reduced or modified portion of the grant will not accomplish the purposes for which the grant was made, it may terminate the grant in its entirety. In any termination of an award, USFWS must consider the Recipient's responsibilities for property management (if any) and to submit financial, performance, and other reports required by this document.

X. CERTIFICATIONS Through acceptance of a NMBCA Assistance Award the Recipient's Project Officer certifies to the best of his or her knowledge and belief that:

- A. Certification Regarding Proposal Submission The Assistance Award is for the support and stimulation of the recipient's project; that the request for Financial assistance and the related proposal have not been submitted in response to a request from the Government to undertake work to support a specific Government project; and that the proposal has been prepared without the assistance and/or input of Federal personnel. However, this statement excludes the general technical assistance provided by FWS staff to all applicants and grantees as needed or requested.
- B. Certification Regarding Conflict of Interest There are no relevant facts or circumstances, which could give rise to an individual or organizational conflict of interest. Such conflict of interest could involve such things as Government employees being associated with or being a member of the requesting organization and being in a position to influence the awarding of a grant or cooperative agreement. The Recipient agrees that if an actual or potential conflict of interest is discovered, the Recipient shall make a full disclosure in writing to the Service Program Officer. This disclosure shall include a description of actions, which the Recipient has taken or proposes to take, after consultation with the Service Program Officer, to avoid, mitigate or neutralize the actual or potential conflict.
- C. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (DI2010 June 1995)
- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its principals and lower tier participants:
 - (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 government 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.
- (2) Where the prospective primary or lower tier participant is unable to certify to any of the statements in this certification, such prospective participant(s) shall attach an explanation to this proposal and send it to the FWS Program Officer.

D. Certification Regarding Lobbying (DI2010 June 1995) [applicable if award exceeds \$100,000]

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, of an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31 U.S. Code. \$100,000.00 for each such failure.