

GRANT ADMINISTRATION STANDARDS
FOR INTERNAL AGREEMENTS

North American Wetlands Conservation Act
and
Neotropical Migratory Bird Conservation Act

MARCH 2016

A. APPLICABILITY AND AUTHORITIES

A-1 To what do these Standards apply?

These Standards apply to any project that;

(a) is granted Federal financial assistance approved under the authority of the North American Wetlands Conservation Act (NAWCA) or the Neotropical Migratory Bird Conservation Act (NMBCA); and

(b) is awarded to the U.S. Fish and Wildlife Service (FWS), in whole or in part.

The U.S. Grant Administration Standards (September 2010, as amended) apply to all U.S. non-Federal subrecipients of any NAWCA or NMBCA grant, as applicable.

A-2 What laws and regulations govern a North American Wetlands Conservation Act (NAWCA) or a Neotropical Migratory Bird Conservation Act (NMBCA) grant?

The authority for the North American Wetlands Conservation Act grant program is 16 USC 4401 et seq., as amended. The authority for the Neotropical Migratory Bird Conservation Act grant program is 16 USC 6101 et seq., as amended.

B. GRANT AGREEMENT

B-1 What constitutes a Grant Agreement?

The Grant Agreement consists of a signed Internal Agreement with incorporated provisions, these Standards, and the Proposal. If it is a subagreement, the principal agreement is also referenced.

B-2 Who has the authority to terminate the Grant Agreement?

FWS/Division of Bird Habitat Conservation (DBHC) may terminate the award in whole or in part if a Recipient materially fails to comply with the terms and conditions of an award. FWS/DBHC 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 FWS/DBHC 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 FWS/DBHC determines in the case of partial termination that the reduced or modified portion of the Grant Agreement will not accomplish the purposes for which the grant was made, it may terminate the grant in its entirety. In any partial termination of an award, FWS/DBHC must consider the Recipient's responsibilities for property management (if any) and submission of financial, performance, and other reports required by this document.

C. REPORTS AND OTHER DOCUMENTATION

C-1 What reports and other documents are required before the Grant Agreement is executed?

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(a) Documentation of compliance with Section 106 of the National Historic Preservation Act (NHPA) (Public Law 89-665; 16 U.S.C. 470 et seq.), for all project activities. (See Section D-9 regarding documentation for certain matching in kind contributions, or “old match” allowable only in NAWCA projects.)

(b) Documentation demonstrating compliance with the National Environmental Policy Act (NEPA) of 1969, as amended (42 U.S.C. 4321 et seq.) and Section 7 of the Endangered Species Act (16 U.S.C. 1531 et seq.) for all project activities.

(c) For NAWCA projects, the Secretary of the Interior (or his or her designee) must make a finding that the real property interests should not be included in the National Wildlife Refuge System. The Recipient must obtain an additional such finding if a tract not included in the Proposal is targeted for acquisition.

C-2 What reports and other documentation does the Recipient have to provide during the funding period?

If the FWS is the primary Recipient (submitted the project proposal):

(a) The annual reporting period is dependent on the award’s performance start date. The performance period for interim reports ends on the last day of the quarter that includes the anniversary of the project start date. Annual performance and financial reports must be submitted to the Grant Officer 90 calendar days after the interim report end date. The table below shows the schedule of reporting. All reports are cumulative.

(b) Annual financial status must be reported on Standard Form 425 (SF-425). The first annual financial report must include all project-related financial activity from the date the Proposal was received by FWS to the end of the annual performance period (see table below), and should include any approved and eligible old match and in-kind match (NAWCA only) and pre-agreement costs. If a separate subaward is issued by FWS Division of Bird Habitat Conservation (DBHC) for the project, the subrecipient must submit a separate SF-425 reporting only their grant fund expenditures.

Award Performance Start Date	Annual Interim Report End Date	Annual Interim Report Due Date (90 days after report end date)
January 1	December 31	March 31
January 2- March 31	March 31	June 29
April 1	March 31	June 29
April 2- June 30	June 30	September 28
July 1	June 30	September 28
July 2- September 30	September 30	December 29
October 1	September 30	December 29
October 2 – December 31	December 31	March 31

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(c) Real property acquisition documentation must be included in Annual Reports for any transactions completed during the reporting period.

If the FWS is a subrecipient (identified in the grant proposal as a partner who will receive grant funding for doing grant work):

(d) Annual performance reports must be submitted to the Recipient's grant project officer shown in Box 12 of the Internal Agreement, at times and in a manner specified by that project officer.

(e) Annual financial reports that include a comparison of budgeted versus actual expenditures of grant funds, other Federal dollars, and non-Federal dollars that were identified as project funds in the proposal must be submitted to the Recipient's project officer shown in Box 12 of the Internal Agreement, at times and in a manner specified by that project officer.

(f) Real property acquisition documentation must be included in Annual Reports for any transactions completed during the reporting period.

C-3 What information must the Recipient include in an annual performance report?

Annual performance reports must include:

(a) A comparison of the actual, cumulative (i.e., since the beginning of the project period), accomplishments (including those funded with both grant and match) with the proposed objectives for the period.

(b) For Standard Grant NAWCA Projects only, a comparison of the acres achieved compared with the acres described by category in the responses to Technical Assessment Questions 4 and 5 of the Proposal, and an explanation of any differences.

C-4 What reports and other documentation must the Recipient provide at the end of the funding period?

If the FWS is the primary Recipient (submitted the project proposal):

(a) A final performance report must be received by the Grant Officer within 90 days of the end of the funding period.

(b) A signed, dated, final financial status report on Standard Form 425 must be received by the Grant Officer within 90 days of the end of the funding period.

(c) Complete shapefiles in geospatial vector data format for geographic information systems software (GIS) that describe all interests in real property that the Recipient or match provider purchased, restored, enhanced, or created with grant or matching dollars or accepted as in-kind matching contributions as part of the project. If possible, use WGS 1984 projection data.

(d) Real property acquisition documentation not already provided with annual reports.

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If the FWS is a Subrecipient, all the information required above must be submitted to the Recipient's project officer shown in Box 12 of the Internal Agreement, at times and in a manner specified by that project officer.

C-5 What information must be included in a final performance report?

In addition to the information required for the annual performance report, for NAWCA projects only, the final performance report must include the tract table as presented in the Proposal with proposed and actual acreage accomplishments, and an explanation of any substitutions or differences.

D. FINANCIAL ADMINISTRATION

D-1 What is the funding period?

The funding period will be designated in the Agreement and last no more than two years unless it is extended. The terms "grant period" and "project period" are considered synonyms for the funding period. Grants to FWS subrecipients begin the date the Internal agreement is signed and, as a sub-agreement of a primary grant, ends when the primary agreement ends.

D-2 May the Recipient or subrecipient incur pre-agreement costs before the funding period?

FWS/DBHC authorizes pre-agreement costs only if such costs:

- (a) do not exceed the amount of the grant funds as awarded in the Agreement;
- (b) are necessary to accomplish the objectives of the Project by the end of the funding period;
- (c) fund activities listed in the proposal for accomplishment with grant funds;
- (d) have not been incurred before the date that FWS/DBHC receives the proposal from the Recipient (see Section F-2 for costs incurred in purchase of real property); and
- (e) are allowable to the extent that they would have been allowed if they had been incurred during the funding period.

By definition, pre-agreement costs occur before a signed Grant Agreement, and therefore they are incurred at the applicant's risk. Upon completion of a signed Grant Agreement, this section constitutes prior written approval for any pre-agreement cost that qualifies under its provisions.

D-3 When must grant funds and matching contributions be obligated?

Grant funds and matching contributions must be obligated during the funding period, except an eligible pre-agreement cost which may be obligated prior to the funding period. A Recipient or subrecipient obligates funds (i.e., incurs costs) on the earlier of placing an order, signing a contract, receiving goods or services, or carrying out similar transactions during a given period that will require payment during the same or a future period (not to

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exceed ninety days after the funding period). For acquisitions of a real property interest, funds are considered obligated when costs are incurred at the time of closing/property settlement, and title is taken. All matching cash and eligible in-kind contributions must be obligated for the authorized purpose of the project by the end of the funding period.

- D-4 Does the Recipient or subrecipient have to complete all the work on the project during the funding period?

All obligations must be made and work must be accomplished during the funding period, although cash does not necessarily have to be disbursed by the end of that time period. The Recipient must liquidate all obligations and ensure that the Grant Officer receives a final report no later than 90 days after the end of the funding period.

- D-5 Is the use of matching contributions subject to the same requirements as the use of grant funds?

Unless otherwise specified in these Standards, both grant funds and matching contributions are considered part of the Project and subject to the same requirements.

- D-6 What is allowable match for a NMBCA project in the United States?

For NMBCA project activities in the United States, the matching contribution must be cash only. Cash means cash outlay, including the outlay of money contributed to the Recipient or subrecipient by third parties, to be expended after the date the Proposal is submitted, and that complies with [Title 2 of the Code of Federal Regulations Part 200](#), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200), as applicable. Matching cash must be contributed to or by a Recipient or subrecipient to accomplish the purposes of the Project. If money has been used to incur costs for Project purposes before the FWS/DBHC receives the Proposal, it is considered in-kind rather than cash and will not be eligible as match for Projects in the United States.

- D-7 If a Recipient or subrecipient generates match contributions in excess of the Project's approved match-grant ratio, may this be used as match in a future grant?

For NAWCA Projects only, match contributions in excess of the amount required according to the match-grant ratio approved in the Grant Agreement may be used on subsequent Projects, subject to the following conditions:

(a) The excess match must accomplish more acquisition, restoration or enhancement than required by the Grant Agreement. (Spending more, but accomplishing the same as required in the Grant Agreement, does not qualify as "excess" match. Additional spending due to unique circumstances totally beyond the control of the Recipient or subrecipient, such as a natural disaster, leading to unique efforts by the Recipient or subrecipient to accomplish Project objectives, may be considered on a case-by-case basis.)

(b) The excess match must be substantively related to the same area/type of Project in the next grant, so that if was offered as "new" match in the next grant it would be eligible.

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(c) The additional acres must be specified as “excess” in the documentation provided in reports for the original NAWCA grant.

(d) All acres must be protected as part of the original NAWCA grant.

(e) The excess match may be used in a subsequent Project only if the source of the match is identified in that Proposal and the Project is then selected.

D-8 How old can matching in-kind contributions be?

For NAWCA Projects only, match providers may acquire real property, supplies, or services, or provide the services of its own personnel for a proposed Project back to the beginning of the calendar year two years before the year in which FWS/DBHC receives the proposal. For NMBCA projects in the UNITED STATES, match cannot be older than the first day of the project period; outside the UNITED STATES, match may be provided up to 2 years before the date of proposal submission.

D-9 What documentation is required to ensure compliance with Section 106 of the National Historic Preservation Act for matching in-kind contributions acquired or performed before the FWS/DBHC receives a NAWCA Proposal (matching in-kind contributions are not eligible for a NMBCA proposal)?

No advance documentation for compliance with Section 106 of the National Historic Preservation Act is required for matching in-kind contributions acquired or performed before the FWS/DBHC receives a NAWCA Proposal. However, if the Recipient or subrecipient or match provider has disturbed or allowed the disturbance of a site that is subject to NHPA, the FWS/DBHC may disallow the use of that property in a NAWCA project or require the Recipient to take other steps as appropriate to ameliorate the disturbance.

D-10 Are acquisition costs that are incurred before the FWS/DBHC receives the Proposal and used as matching in-kind contributions (ineligible for NMBCA grants in UNITED STATES) subject to the relocation assistance and real property acquisition requirements of 49 CFR part 24?

Acquisition costs of matching in-kind contributions incurred before the FWS/DBHC receives a NAWCA proposal are not subject to the relocation assistance and real property acquisition requirements of 49 CFR part 24. However, costs for such matching property must still be allowable, reasonable, and allocable, as required by 2 CFR 200.

D-11 What constitutes satisfactory compliance with matching commitments?

At the end of the funding period, the matching contributions must at least equal the amount committed to by the Recipient in the Grant Agreement.

D-12 Who may contribute matching cash or, for NAWCA only, in-kind contributions to a project?

All non-Federal partners may contribute matching cash or, for NAWCA only, in-kind contributions.

D-13 What can the Recipient or subrecipient acquire using grant funds?

Grant funds may be used to acquire those things that are necessary for the purpose described in the Grant Agreement and that are reasonable, allowable, and allocable as explained in the Cost Principles and NAWCA or NMBCA application instructions.

D-14 Are indirect costs, facilities costs, and direct overhead and administrative costs allowable?

Indirect costs and facilities costs are not allowable. Overhead and administrative costs must be shown as direct costs in the proposal, must be eligible and adequately explained in the proposal budget.

D-15 How will grant funds be distributed?

The DBHC will allocate the agreement amount to the Region through the Budget Allocation System. The Regional Office receiving the agreement funds is responsible for entering the initial Office Fund Target into the Federal Financial System by using the “Charge to Account” identified in Box 13 of the Agreement. The entering of the subsequent OFT adjustments (such as carryover) and notifying the destination office of the OFT is also the responsibility of the Regional Office.

D-16 What happens to unspent grant funds?

Any grant funds not expended must be returned to the FWS/DBHC.

E. SECTION INTENTIONALLY LEFT BLANK

F. REAL PROPERTY ACQUISITION

F-1 What costs of acquiring real property can the Recipient or subrecipient pay with grant or matching funds?

Federal grant or matching funds may be used to pay for the following costs of acquiring real property:

(a) the market value of the interest in real property;

(b) real property valuation, appraisals, appraisal reviews, and relocation expenses (if qualified and required under 49 CFR part 24);

(c) title insurance (types and extent of coverage must be in accordance with sound business practice and the rates and premiums must be reasonable under the circumstances);

(d) costs of compliance with the National Environmental Policy Act, the Endangered Species Act, and the National Historic Preservation Act;

(e) recording fees, transfer taxes, documentary stamps, evidence of title, boundary surveys, legal descriptions of the real property, and similar expenses incidental to conveying the real property to the Recipient or subrecipient (the Recipient or subrecipient

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is not required to pay costs solely required to perfect the owner's title to the real property);

(f) penalty costs and other charges for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the real property; and

(g) the pro-rata portion of any prepaid real property taxes which are allocable to the period after the grant Recipient or subrecipient obtains title to the property or effective possession of it, whichever is earlier (taxes for which exemptions are available are unallowable).

F-2 When does the Recipient or subrecipient incur the costs of acquiring real property?

Costs are incurred at the time of transfer of title. The grantee's contractual obligation to purchase real property does not constitute a cost incurred by the Federal government. A contractual obligation to purchase real property (purchase agreement, etc.) may be made at any time and, as long as title is transferred after the proposal is received by the FWS/DBHC, the costs associated with the purchase can be reimbursed with grant funds. However, if title is transferred before the FWS/DBHC received the proposal, costs associated with the purchase may only be used as match, and can not be reimbursed with grant funds. Any obligation to purchase property before Federal grant funds are obligated is made at the Recipient or subrecipient's risk. No matter when an obligation is signed, all purchases of real property must comply with all applicable Federal regulations, including but not limited to requirements specified in this section (F).

F-3 May condemnation proceedings be used to purchase lands in NAWCA or NMBCA projects?

All real property interests acquired as part of a NAWCA or NMBCA project, whether funded by grant funds or as match, must be from willing sellers. Condemnation proceedings may be used only when necessary to assist in determining the legal owner.

F-4 What real property acquisition procedure should be followed?

The FWS recipient must follow its organization's acquisition procedures to purchase real property for the grant.

F-5 What recorded notices are required for real property included in a Project?

The Recipient or subrecipient must ensure that Notices of Grant Requirements are recorded for all interests in real property held by non-Federal entities as stated in U.S. Grant Administration Standards (September 2010 as amended).

F-6 Can the Recipient or subrecipient be reimbursed with grant funds if title is transferred before the FWS/DBHC receives the proposal?

The FWS/DBHC will not reimburse the Recipient or subrecipient for the purchase of real property if title is transferred before the FWS/DBHC receives the proposal. At its own risk, however, the Recipient or subrecipient may contractually commit to purchasing property before the FWS/DBHC receives the proposal, and be reimbursed by grant funds after the Grant Agreement is signed.

G. PROPERTY MANAGEMENT

- G-1 Does the Recipient or subrecipient have continuing obligations to manage property acquired through a Grant Agreement?

A Recipient or other authorized titleholder of real property acquired through a Grant Agreement must manage any interests in real property acquired under that Agreement consistent with the Project's purpose as long as the interests in real property are needed for that purpose. This is required regardless of whether the interests in real property were acquired with grant or matching funds or contributed as a matching in-kind contribution (ineligible for NMBCA). The Recipient or other authorized titleholder is prohibited from disposing of or managing the property in a manner that interferes with the Project's authorized purpose unless it obtains written permission to do so from the FWS/DBHC.

- G-2 For real property restored or enhanced under a Grant Agreement, how must the Recipient or subrecipient manage the property?

The Recipient or other authorized titleholder must manage restored or enhanced real property consistent with the purpose authorized by the Grant Agreement. This requirement pertains to all interests in real property that were restored or enhanced with Federal grant or matching funds or received as match (NAWCA only). The Recipient or other authorized titleholder may propose that the interest in real property is no longer needed for the Project's authorized purpose. However, the Recipient or other authorized titleholder is prohibited from managing the property in a manner that interferes with the Project's authorized purpose unless it obtains written permission to do so from the FWS/DBHC.

- G-3 How long must the Recipient or subrecipient manage restored or enhanced real property for the Project purposes?

The Recipient or authorized titleholder must manage restored or enhanced real property for the time period the Proposal identifies for Project benefits (for NAWCA, the described contributions to long-term conservation of wetlands and associated habitats). If no time period was specified in the Proposal, the Recipient or authorized titleholder must manage the property for 25 years from the date that the Grant Officer receives acceptable final performance and financial reports. This period may be shorter than 25 years if limited by easements, leases, or other special considerations approved by the Grant Officer. During the required management period, a Recipient must ensure that the real property is available for site-inspection by FWS/DBHC or its designee to ensure that it is managed consistent with the authorized Project purposes.

H. MODIFICATIONS

- H-1 Must the Recipient or subrecipient receive prior approval to depart from what is specified in the Grant Agreement?

The Recipient or subrecipient must obtain the prior written approval of the Grant Officer in any of the following situations:

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- (a) changes in the purpose and scope of the Project;
- (b) any extension of the funding period after the first extension (first extensions require only written notification to the Grant Officer 10 days in advance with the supporting reasons and a revised expiration date no more than 12 months in the future);
- (c) additions to, deletions from, or substitutions for the specific sites targeted for acquisition, habitat restoration, habitat enhancement, or habitat creation unless the Proposal was approved without such sites being designated;
- (d) initial identification of the specific sites which will be acquired, restored, enhanced, or created where such parcels or interests were not identified in the Proposal;
- (e) changes to the boundaries of the area within which sites will be selected for acquisition, restoration, enhancement, or creation;
- (f) any change in the restoration, enhancement, or wetland creation techniques or specifications (e.g., the species or the number of seedlings to be planted);
- (g) changes in the proposed titleholder of any interests in real property purchased, donated (NAWCA only), or otherwise acquired for the Project;
- (h) any decrease in the number of acres acquired, restored, enhanced or created as described in the Grant Agreement, other than de minimis changes due to survey error;
- (i) any decrease in the number of years of benefit to acres acquired, restored, enhanced or created as described in the Grant Agreement;
- (j) any decrease in the total amount of matching contributions committed to the Project;
- (k) the transfer of funds from a direct cost category to indirect costs or the transfer of funds from construction to non-construction, or vice versa.

H-2 May the Recipient extend the funding period?

- (a) Any Recipient may receive an initial extension of the expiration date of the award of up to 12 months unless one of the following conditions applies:
 - (1) The terms and conditions of Grant Agreement prohibit the extension;
 - (2) The extension requires additional Federal funds; or
 - (3) The extension involves any change in the purpose or scope of the Project.

Extensions may not be exercised merely for the purpose of using unobligated balances that are not necessary for the completion of the Project.

- (b) A Recipient may be given additional extensions of up to 12 months only if sufficiently compelling reasons are provided. In general, rationale for any extension must include confirmation that the Project will still succeed, that the to-date failure is no fault of the Recipient, and that the extension will result in a benefit to the Federal government.

H-3 How does the Recipient obtain an extension?

In order to obtain an extension, the Recipient must notify the Grant Officer in writing with the supporting reasons and revised expiration date at least 10 days before the expiration date specified in the Grant Agreement.

I. NONCOMPLIANCE

I-1 What constitutes noncompliance with the Grant Agreement?

Any instance of a failure to comply with one or more of the terms and conditions of the Grant Agreement, including any approved modification of the Grant Agreement, constitutes noncompliance.

I-2 What considerations are used to evaluate an instance of noncompliance with the Grant Agreement?

Before determining the consequences, an instance of noncompliance will be evaluated by the Grant Officer based on the following considerations:

- (a) whether the noncompliance is deemed to be willful;
- (b) the impact on natural resources;
- (c) the impact on the Project and associated federally-assisted projects;
- (d) the impact on Project partners;
- (e) the impact on the buyers or sellers of real property interests that are part of, or affected by, the Project;
- (f) the need for immediate action to protect the public's interest;
- (g) the harm or benefit to the Federal government; and
- (h) whether there are mitigating factors.

I-3 What are the potential consequences of noncompliance with the Grant Agreement?

After having taken into account the considerations described in Section I-2, the Grant Officer may apply one or more of the following remedies as a consequence of noncompliance with the Grant Agreement:

- (a) temporarily withhold cash payments pending correction of the noncompliance;
- (b) disallow (that is, deny both use of grant funds and any applicable matching credit for) all or part of the cost of the Project not in compliance;
- (c) wholly or partly suspend or terminate the current Grant Agreement;

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- (d) reduce the NAWCA/NMBCA share of costs after the final reports are received;
 - (e) withhold further Assistance Awards for the Project or Recipient;
 - (f) place the Recipient on a list of recipients that did not fulfill the commitments of a NAWCA or NMBCA Grant Agreement;
 - (g) impose special administrative conditions during the funding period;
 - (h) take other remedies that may be available.
- I-4 What are the grounds for imposition of special administrative conditions during the funding period?
- Special administrative conditions during the funding period may be imposed by the Grant Officer if the Recipient meets one or more of the following criteria:
- (a) has a history of unsatisfactory performance;
 - (b) has failed to comply with the terms and conditions of a previous Grant Agreement;
 - (c) is in noncompliance with the terms of the current Grant Agreement; or
- I-5 What special administrative conditions may be imposed during the funding period?
- If appropriate grounds exist to impose special administration conditions during the funding period, the Grant Officer may apply any of the following conditions:
- (a) withhold authority to proceed to the next phase of the Project until receipt of evidence of acceptable performance within a given funding period;
 - (b) require additional or more detailed financial reporting;
 - (c) require additional project monitoring;
 - (d) require the Recipient to obtain technical or management assistance; or
 - (e) require that prior approval be obtained from the Grant Officer before implementing one of more aspects of the Project or Grant Agreement.
- I-6 What happens if the Recipient does not submit a Financial Status Report or a Performance Report by the due date?
- Failure to submit a timely report constitutes noncompliance with the Grant Agreement and can result, after notification by FWS/DBHC, in consequences described in Section I-3.

J. AUDITS AND MONITORING

- J-1 May the FWS/DBHC audit a NAWCA- or NMBCA-funded project?

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The FWS, the Inspector General, Comptroller General of the United States, or any of their duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers, or other records of Recipient or subrecipients that are pertinent to the awards, in order to make audits, examinations, excerpts, transcripts and copies of such documents. In the case of subrecipients that are institutions of higher education, hospitals, and other nonprofit organizations, this right also includes timely and reasonable access to a subrecipient's personnel for the purpose of interview and discussion related to such documents. For all Recipient or subrecipients, the rights of access in this paragraph are not limited to the required retention period for records, but will last as long as any records on the Project are retained by the Recipient or subrecipient or the FWS/DBHC.

- J-2 Does FWS/DBHC have the authority to inspect and monitor real property, equipment, and supplies acquired, habitat restored or enhanced, or wetlands created?

The Grant Officer and other FWS personnel may inspect and monitor real property, equipment, or supplies acquired as part of the Grant Agreement, habitat restored or enhanced under the Grant Agreement, or wetlands created through the Grant Agreement. The purpose of such inspections will be to insure that the real property, equipment, supplies, or habitat is being used or managed for the authorized purpose, and consistent with the terms, of the Grant Agreement. The rights of access to real property, equipment, or supplies acquired as part of the Grant Agreement will terminate:

- (a) once the real property, equipment, or supplies have been legally disposed of;
- (b) when the FWS/DBHC has approved a request that such real property, equipment, or supplies will no longer be used for the authorized purpose of the Grant Agreement; or
- (c) when the management term as defined in the Grant Agreement expires, regarding leases, easement, restoration, enhancement, and wetland creation actions.

Appendix

Definitions

These definitions are for the purpose of these Standards as applied to the NAWCA and NMBCA Grants Programs. Many of the terms are also defined in the statutes, regulations, and OMB Circulars applicable to Federal Assistance, and some of these are repeated verbatim below for convenience. Some, however, are clarified for the context of the NAWCA and NMBCA Grants Programs. Others are technical terms that are not defined in any of the applicable laws or regulations. Still others are acronyms or common words with specific meaning in the context of the Standards.

Acquisition means the voluntary purchase, donation, or transfer of any or all of a real property interest by means of a written deed, easement, lease assignment, or other legal instrument.

Allocable means capable of being distributed to a grant in accordance with the relative benefits received. It is allocable to a grant if it is treated consistently with other costs incurred for the same purpose in like circumstances. It must also meet one of the following criteria:

(a) it is incurred specifically for the award;

(b) it benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or

(c) it is necessary to the overall operation of the organization although a direct relationship to any particular cost objective cannot be shown.

Any cost allocable to a particular award or other cost objective under these principles may not be shifted to other Federal awards to overcome funding deficiencies, or to avoid restrictions imposed by law or by the terms of the award.

Applicant is any entity that has applied for a NAWCA or NMBCA grant by submitting a Proposal.

Award means Federal financial assistance to an eligible recipient for the purpose of providing support or stimulation to accomplish a public purpose. An award occurs when an authorized representative of the FWS signs the Agreement and/or Notice of Award.

Buyer means (for purposes of land acquisition under a NAWCA/NMBCA grant) the entity that is purchasing some or all of the interests or rights in a specific tract of land.

CFR means the Code of Federal Regulations.

Construction means the erection, assembly, installation, alteration, demolition, destruction, removal, or repair (including dredging, excavating, and painting) of buildings, structures, and other improvements of real property of all types. Land acquisition and land development are also classified as construction. Almost all restoration, enhancement, and wetland creation activities in a NAWCA- or NMBCA-funded project result in soil disturbance, either directly or indirectly, and can be categorized as conservation-oriented construction.

Create wetlands (wetland creation) means to manipulate through design, construction and management, the physical, chemical, and/or biological characteristics of a site to produce and sustain a wetland that did not previously exist there. Such establishment results in a gain in wetland acres.

DBHC is the Division of Bird Habitat Conservation, U.S. Fish and Wildlife Service, which administers NAWCA and NMBCA grants.

Direct costs are those costs necessary to meet a project's specific objectives, including conservation project activities and directly allocable administrative costs. See indirect costs.

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Eligible cost means a cost that can be reimbursed with Federal grant and/or matching funds or accepted as a matching in-kind contribution as a result of policy established by the North American Wetlands Conservation Council.

Encumber real property means to attach a claim, liability, or some other right to real property and make it binding on the same. An encumbrance may burden or lessen the value of the real property or obstruct or impair its use. It does not necessarily prevent transfer of title.

Enhance habitat means to modify or rehabilitate an existing or degraded habitat to meet project objectives without bringing it to a fully restored or naturally occurring condition.

Equipment means tangible non-expendable personal property, including exempt property charged directly to the award, having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. However, consistent with recipient policy, lower limits may be established.

Federal assistance is the transfer of money, property, services, or anything of value from the United States government to a Recipient to accomplish a public purpose of support or stimulation authorized by a Federal statute.

Funding period means the period of time established in the Grant Agreement when Federal funding is available for obligation by the Recipient. The funding period begins on the first day during which the Recipient may request an advance of funds or a reimbursement. It ends on the last day that the Recipient may incur costs for the project. For purposes of these Standards, the funding period means the same as “project period,” “grant period,” or the “period of performance”.

FWS means the United States Fish and Wildlife Service, an agency of the Department of the Interior.

Grant Agreement may be a grant or cooperative agreement, and consists of a signed Internal Award and incorporated provisions, these Standards, and the Recipient's project proposal. It is the legal instrument used to document a type of relationship between FWS/DBHC and a Recipient of an award under NAWCA or NMBCA.

Grant funds are Federal financial assistance provided through NAWCA or NMBCA to an eligible Recipient for the purpose of providing support or stimulation to accomplish a public purpose. Other Federal funds are not considered grant funds for the purposes of these Standards.

Grant Officer means the FWS/DBHC official who issues a Grant Agreement. The Grant Officer will review the progress of the grant-funded project, approve or disapprove all requests for prior approval or concurrence, recommend reductions in the grant amount where appropriate, and perform the final review of the project prior to close-out; may also be called **Program Officer**.

Incurred costs means those costs for which an obligation to pay commences on: (a) the earlier of placing an order, signing a contract, or performing or receiving a service; or (b) in the case of real property, taking title to real property.

Indirect costs are those that have been incurred for common or joint objectives and cannot readily be identified with a particular final cost objective without effort disproportionate to the results achieved. Indirect costs include all costs determined, allocated, or distributed in accordance with the methods authorized for indirect costs in the Federal Cost Principles.

Ineligible cost means a cost that cannot be reimbursed with Federal grant and/or matching funds or accepted as a matching in-kind contribution as a result of policy established by the North American Wetlands Conservation Council or Neotropical Migratory Bird Conservation Act Advisory Group.

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Interest in real property means a legal share of ownership, whether entire or partial, fee simple, easement, or other, in land including land improvements, structures, and appurtenances such as trees, grass, and other plants growing on the land except crops.

Internal Award is the instrument used by FWS/DBHC to financially obligate grant funds under NAWCA or NMBCA, and is included in the Grant Agreement.

Market value is the most probable price for a property to be sold in an open and competitive market, as established by professional appraisal or other accepted valuation; also referred to as fair market value.

Matching cash contribution means any cash that is donated for use as non-Federal match to a project by the Recipient or by other partners under the terms of the Grant Agreement. No cash with a direct or indirect Federal origin, or that was received or used as match under other Federal assistance agreements, qualifies as a matching cash contribution unless authorized by Federal legislation. A matching contribution described as cash, but expended for property or services for which the cost was incurred before FWS/DBHC receives the proposal, is considered a matching in-kind contribution.

Matching in-kind contribution means any property or service that is donated by a non-Federal entity under the terms of a Grant Agreement. The match provider gives the property or service without charge or for a nominal payment or something of nominal or no market value. No property or service, or part thereof, funded by the Federal government or received or used as match under other Federal assistance agreements, qualifies as a matching in-kind contribution unless authorized by Federal law. Matching in-kind contributions are only eligible in NAWCA grants, not NMBCA.

NAWCA means the North American Wetlands Conservation Act (16 U.S.C. 4401 *et seq.*, and amendments thereto).

NMBCA means the Neotropical Migratory Bird Conservation Act (16 U.S.C. 6101 *et seq.*, and amendments thereto).

Notice of Grant Requirements means a written instrument recorded in the county recorder's office, the registrar of deeds office, the commissioner of deeds office, the county registrar's office, or the bureau of conveyances, in reference to any real property right that is part of a NAWCA-funded project. The Notice of Grant Requirements states the purpose of project and serves as notice that any sale or encumbrance of the referenced property rights must be approved by the FWS/DBHC.

Obligate funds means place an order, award a contract, award a grant, receive a service, or make a similar transaction during a given period that will require payment during the same or a future period.

Old match means eligible matching in-kind contributions acquired or performed before the FWS/DBHC receives a NAWCA proposal. Matching in-kind contributions are not eligible for a NMBCA proposal.

Other authorized titleholder means any entity that holds an interest in real property acquired with grant or matching funds or as a matching in-kind contribution, but is not necessarily a "recipient" or "subrecipient." One example of an "other authorized titleholder" is a nonprofit organization that buys land and commits it as match for a NAWCA project, but retains ownership and continues to administer the land for the purposes of the project. Another example would be a nonprofit organization that received title to land acquired under a Grant Agreement as a FWS-transfer five years after the funding period.

Partner is a group, agency, organization, or individual which participates in a specific NAWCA or NMBCA project as recipient, subrecipient or match provider.

Pre-agreement costs are project costs to be funded by Federal grant and/or matching funds, which are incurred after FWS/DBHC receives the proposal and before it signs the Grant Agreement. Such costs are

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allowable only to the extent that they would have been allowable if incurred during the funding period. This term is synonymous with “pre-award costs”.

Project means a program of related undertakings necessary to fulfill a defined need consistent with the purposes of NAWCA or NMBCA and approved by the Migratory Bird Conservation Commission or FWS Director, as applicable.

Project Activity refers to any undertaking sponsored by grant funds or accomplished through a matching contribution. Project activities are defined in the application instructions for NAWCA and NMBCA grants.

Proposal means all the documents that are submitted with, or pursuant to, a NAWCA or NMBCA grant application to the FWS/DBHC.

Real property means land, including land improvements, structures, and appurtenances such as trees, grass, and other plants growing on the land except crops. It does not include movable machinery and equipment.

Recipient means an entity that receives an award to carry out a project. The Recipient is the entire legal entity even if only a particular component of the entity is designated in the grant award document.

Restore habitat means to return the quantity and quality of habitat to some previous condition, often some desirable historic baseline considered suitable and sufficient to support healthy and self-sustaining populations of fish and wildlife.

Subaward means financial assistance in the form of money or property made under an award by a Recipient to an eligible subrecipient or by a subrecipient to a lower-tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include procurement of goods and services. For the purposes of the NAWCA Grants Program, “subaward” is synonymous with “subgrant.”

Subrecipient or subgrantee is the legal entity that receives a subaward and is accountable to the Recipient for the use of the funds provided. The subrecipient is the entire legal entity even if only a particular component of the entity is designated in the grant award document.

Term of an agreement means a provision or condition of that agreement.

Transfer of title means a change in ownership of any or all real property rights.