



United States Department of the Interior



FISH AND WILDLIFE SERVICE
Wildlife and Sport Fish Restoration Program
Financial Assistance Support and Oversight
Operations Branch
Falls Church, VA 22041

In Reply Refer To:
FWS/AWSR/FASO/FAO

John L. Wright
Coordinator Eastern Partnership Office
National Fish and Wildlife Foundation
1133 15th Street NW, Suite 1100
Washington, D.C. 20005
DUNS: 175172527

Subject: Notice of Cooperative Agreement Award F20AC00015

Dear Mr. Wright:

Your organization's application for Federal financial assistance titled Eastern Brook Trout Joint Venture Coordination and Operations FY19 submitted to the U.S. Fish and Wildlife Service (Service)'s CFDA Program 15.608 is approved. This award is made under the authority of: Fish and Wildlife Coordination Act of 1958 16 U.S.C. Sections 661 – 667e. For a complete list of this program's authorizing legislation, go to <https://beta.sam.gov/> and search by the CFDA Program number. This award is made based on approval of your organization's proposal signed on April 5, 2019, hereby incorporated by reference into this award. Funds under this award are to be used to provide coordination and operation services to the Eastern Brook Trout Joint Venture as follows:

National Fish and Wildlife Foundation (NFWF) Shall:

(A) Assist with refining the EBTJV's strategic objectives and key conservation priorities using the results of the recently completed status assessment of wild Brook Trout at the catchment scale; (B) Collaborate with neighboring Fish Habitat Partnerships and other conservation entities to ensure strategic conservation actions among this community are synchronized; (C) Solicit and rank fish habitat conservation projects that address priority wild brook trout conservation needs; (D) Coordinate and compile information on wild brook trout conservation activities and improvements in wild brook trout habitat condition for use in measuring progress towards conserving wild brook trout; (E) Promote the accomplishments being achieved in conserving wild brook trout to targeted audiences; (F) Further the outreach and communication goals of the EBTJV; and (F) Convene at least one partnership meeting per year to further the goals of the partnership. The FY19 Service Contribution is \$81,950.

The Service will:

(A) Provide \$81,950 to NFWF to complete the project; (B) Participate and collaborate jointly with the recipient partner in carrying out the scope of work; (C) Assist EBTJV with its annual project solicitation and ranking process; (D) Enter all EBTJV projects, activities and accomplishments in the fisheries FIS database; (E) Participate in outreach activities to further the goals of the Eastern Brook Trout Joint Venture; and (F) Assist with the organization and implementation of the next all partners meeting.

Terms of Acceptance:

Service grant and cooperative agreement awards are made based on the application submitted to and approved by the Service, and are subject to the terms and conditions incorporated into the Notice of Award either by direct citation or by reference to Federal regulations; program legislation or regulation; and special award terms and conditions. Recipients indicate their acceptance of an award by starting work, drawing down funds, or accepting the award via electronic means. Recipient acceptance of an award from the Service carries with it the responsibility to be aware of and comply with all terms and conditions applicable to the award. The Federal regulations applicable to Service recipients and their subrecipients and contractors are listed by recipient type in the Service’s [Financial Assistance Award Terms and Conditions](#). The “Department of the Interior (DOI) Award Provisions” attached to this Notice of Award also apply (Attachment A). If you do not have access to the Internet and require a printed copy of the award terms and conditions, contact the Service Project Officer identified in the Project Contacts section.

The recipient can initiate termination of award by sending written notice to the Service Project Officer stating the reasons for termination, the effective date, and in the case of partial termination, the portion to be terminated. For applicable award termination regulations and procedures, see [2 CFR 200.339](#).

The performance period of this award begins on August 1, 2019 through June 30, 2021. Only allowable costs resulting from obligations incurred during the performance period may be charged to this award. If you need more time to complete project activities, you must submit a written request to the Service Project Officer identified in the Project Contacts section below before the end of the stated performance period (See the Period of Performance Extensions section below).

This project is funded as follows:

	<u>SERVICE</u>	<u>RECIPIENT</u>
THIS OBLIGATION:	\$81,950.00	\$0.00
AWARD TOTAL:	\$81,950.00	\$0.00

Indirect Costs:

The recipient has elected to charge all costs directly.

System for Award Management (SAM) Registration: Under the terms and conditions of this award, your organization must maintain an active SAM registration at www.SAM.gov 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 you update your organization’s SAM registration.

Payments:

Your organization has completed enrollment in [U.S. Treasury’s Automated Standard Application for Payment \(ASAP\)](#) system. When requesting payment in ASAP, your Payment Requestor will be required to enter an Account ID. The number assigned to this award is the partial Account ID in ASAP. When entering the Account ID in ASAP, the Payment Requestor should enter the award number identified in the subject line on letter followed by a percent sign (%). Refer to the ASAP.gov Help menu for detailed instructions on requesting payments in ASAP.

Reporting Requirements:

Financial and Performance Reporting Requirements:

Annual interim financial and performance reports and final financial and performance reports are

Report:	Report Period Start Date:	Report Period End Date:	Report Due Date:
Interim financial & performance	August 1, 2019	September 30, 2020	December 29, 2020
Final financial	August 1, 2019	June 30, 2021	September 29, 2021
Final performance	August 1, 2019	June 30, 2021	September 29, 2021

required under this award. The report periods and due dates are:

Recipients must use the Standard Form (SF) 425, *Federal Financial Report* form for all financial reporting. A final SF 425, *Federal Financial Report* is required within 90 calendar days of the end date of the award. This form is available at online at <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>. For assistance completing the SF-425, watch the instructional video, [Completing the Federal Financial Report \(SF-425\)](#) available on the [Service’s Financial Assistance Wiki](#).

Performance reports must contain: 1) a comparison of actual accomplishments with the goals and objectives of the award as detailed in the approved scope of work; 2) a description of reasons why established goals were not met, if appropriate; and 3) any other pertinent information relevant to the project results. Please include the award number provided in the subject line of this letter on all reports.

Financial and performance reporting due dates may be extended by upon receipt of a written request addressed to the Service Project Officer identifying the type of report to be extended, the requested revised due date, and a justification for the extension. The Service Project Officer may approve an additional extension if justified by a catastrophe that significantly impairs the Recipient’s operations. Requests for reporting due date extensions must be received by the Service Project Officer before the original reporting due date.

For additional information regarding financial and performance reporting requirements and sanctions for noncompliance, see Service Policy [516 FW 1, Monitoring Financial and Performance Reporting for Financial Assistance](#).

Significant Developments Reports (see 2 CFR 200.328(d)):

Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, recipients are required to notify the Service in writing as soon as the recipient becomes aware of any problems, delays, or adverse conditions that will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of any corrective action(s) taken or contemplated, and any assistance needed to resolve the situation. The recipient should also notify the Service in writing of any favorable developments that enable meeting

time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Conflict of Interest Disclosures:

Recipients are responsible for notifying the Service Project Officer in writing of any conflicts of interest that arise during the life of this award, including those reported to them by any subrecipient under the award. Conflicts of interest include any relationship or matter that might place the recipient, including their employees and subrecipients, in a position of conflict, real or apparent, between their responsibilities under the award and any other outside interests. Conflicts of interest include direct or indirect financial interests; close personal relationships; positions of trust in outside organizations; consideration of future employment arrangements with a different organization; and decision-making authority related to the proposed project. Conflicts of interest are those circumstances real or perceived that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the recipient, or the recipient's employees or subrecipients, in matters pertaining to the award. Recipients must notify the Service in writing if any employees, including subrecipient and contractor personnel, are related to, married to, or have a close personal relationship with any Federal employee within the Federal program issuing this award. The term employee means any individual engaged in the performance of work under the Federal award. Recipients may not have a former Federal employee as a key project official, or in any other substantial role related to their award, whose participation put them out of compliance with the legal authorities addressing post-Government employment restrictions. See the U.S. Office of Government Ethics website at <https://oge.gov/> for more information on these restrictions. The Service will examine each conflict of interest disclosure based on its particular facts and the nature of the project and will determine if a significant potential conflict exists. If it does, the Service will work with the recipient to determine an appropriate resolution. Failure to disclose and 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 of Federal awards must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that receive a Federal award including the term and condition outlined in [2 CFR 200, Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters](#) are required to report certain civil, criminal, or administrative proceedings to SAM. 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.

Project/Program Plan and Budget Revisions:

Recipients are required to report deviations from budget or project scope or objective, and request prior approvals for budget and program plan revisions in accordance with 2 CFR 200.308 unless otherwise specifically waived in this award.

Period of Performance Extensions:

If additional time is needed to complete the approved project, you must send written notice to the Service Project Officer. This notice must be received by the Service Project Officer at least 90 calendar days before the authorized performance 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.

Project Contacts:

The Service Project Officer for this award is:	The Recipient Project Officer for this award is:
Callie McMunigal U.S. Fish and Wildlife Service 400 E Main Street White Sulphur Springs, WV 24986 (304) 534-1361 x7342 Callie_McMunigal@fws.gov	John Wright National Fish and Wildlife Foundation 1133 15 th Street NW, Suite 1100 Washington, DC 20005 (202) 595-2478 John.Wright@nfwf.org

Please contact Callie McMunigal with any questions. Please include the Service award number provided in the subject line of this letter in all written communications.

Sincerely,

S. Nicole Williams
Grants Management Specialist
Operations Branch, Division of Financial Assistance Support and Oversight
Wildlife and Sport Fish Restoration Program
Headquarters, U.S. Fish and Wildlife Service

Cc:
C. McMunigal, US FWS
File

Attachment A: DOI Award Provisions

I. Conflicts of Interest

(a) Applicability.

(1) This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.

(2) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.

(b) Requirements.

(1) Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.

(2) In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.

(3) No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

(c) Notification.

(1) Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of Interest.

(2) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients.

(d) Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.

(e) Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

(f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

II. Data Availability

(a) **Applicability.** The Department of the Interior is committed to basing its decisions on the best available science and providing the American people with enough information to thoughtfully and substantively evaluate the data, methodology, and analysis used by the Department to inform its decisions.

(b) **Use of Data.** The regulations at 2 CFR 200.315 apply to data produced under a Federal award, including the provision that the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award as well as authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

(c) **Availability of Data.** The recipient shall make the data produced under this award and any subaward(s) available to the Government for public release, consistent with applicable law, to allow meaningful third party evaluation and reproduction of the following:

- (1) The scientific data relied upon;
- (2) The analysis relied upon; and
- (3) The methodology, including models, used to gather and analyze data.