



Standard Terms and Conditions for CSF Grants

Nov 2016

1. Introduction

Occasionally the CSF offers grants to entities and individuals serving the people of the Caribbean. These Standard Terms and Conditions are the guidelines for such engagements.

2. Roles and Responsibilities of the Grants and Contracts Officer

The GCO is responsible for all actions on behalf of the CSF, including entering into, changing, or terminating an award. In addition, the GCO is responsible for administrative coordination and liaison with the Recipient. The GCO is the only person authorized to approve changes in any of the requirements in the award. In the event the Recipient effects any change at the direction of any person other than the GCO, the change(s) will be considered to have been made without authority and no adjustment will be made in the amount of the award to cover any increase in costs incurred as a result thereof.

The GCO may designate technically qualified personnel to join in the administration of grants. The GCO may also designate a Grants and Contracts Officer Representative (GCOR) to be responsible for oversight of the programmatic, technical, and/or scientific aspects of the award. Recipients should direct any correspondence related to programmatic and budgetary issues to the GCO and the GCOR.

3. Pre-Award Costs

All pre-award costs are incurred at the risk of the Recipient. That is, the CSF is under no obligation to reimburse such costs if for any reason the recipient does not receive an award or if the award is less than anticipated and inadequate to cover such costs.

4. Cash Advances

(a) **Payment Schedules.** Payment schedules and terms of payment are to be provided in the Grant/Contract Specifics.

(b) **Advances.** Recipients may be paid in advance, provided they maintain or demonstrate the willingness to maintain:

1. Written procedures that minimize the time elapsing between the transfer of funds and disbursement by the recipient.
2. Financial management systems that meet recognized standards for fund control and accountability.

(c) **Timing and Amount.** 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 purpose of the approved program or 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.

5. Requirements and Procedures

1. Whenever possible, advances shall be consolidated to cover anticipated cash needs for all awards made by the CSF to the Recipient.
2. Recipients may submit requests for advances and reimbursements at least monthly.

6. Withholding of Payments

The CSF shall not withhold payments for proper charges made by recipients at any time during the project period unless paragraphs (a) or (b) of this section apply.

- (a) The recipient has failed to comply with the project objectives, the terms and conditions of the award, or the reporting requirements, and/or
- (b) The recipient or sub-recipient is delinquent in a debt to the CSF.

Under such conditions, the CSF may, upon reasonable notice, inform the recipient that payments shall not be made for obligations incurred after a specified date until the conditions are corrected or the indebtedness to the CSF is liquidated.

7. Notification of Award for Similar Program

The Recipient must immediately provide written notification to the Grants and Contracts Officer in the event that, subsequent to an award, other contracts or grants are received similar to or relative to the particular CSF project award.

8. Standards

The CSF requires recipients to relate financial data to performance data and develop unit cost information whenever practical. Recipients' financial management systems shall provide for the following:

- (a) **Financial Reporting.** Accurate, current and complete disclosure of the financial results of each CSF-sponsored project or program.
- (b) **Accounting Records.** Records that identify adequately the source and application of funds for CSF-sponsored activities. These records shall contain information pertaining to CSF awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (c) **Internal Control.** Effective control over, and accountability for, all funds, property and other assets. **Recipients shall adequately safeguard all such assets and assure they are used solely for authorized purposes and intent.**
- (d) **Budget Control.** Periodic comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data.
- (e) **Cash Management.** Written procedures to minimize the time elapsing between the transfer of funds to the recipient from the CSF and the issuance or redemption of checks, warrants or payments by other means for program purposes by the Recipient.
- (f) **Allowable Costs.** Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the terms and conditions of the award.
- (g) **Documentation.** Accounting records, including cost accounting records that are supported by source documentation.

9. Monitoring and Reporting Requirements

The Recipient is required to provide receipts for expenditures made under the grant terms in accordance with the detailed budget outline in order to allow a final reconciliation of accounts. The reporting period during which receipts must be submitted concludes 60 days after the end of the project period. A final financial report and narrative program report must be submitted to the GCO within 60 days of the award period end date.

The GCO will provide recipients with the due dates and where to send final reports. The CSF will notify the recipient in writing of any changes to the reporting requirements before the project period end date.

Copies of any required forms and instructions for their completion are included with the award.

(a) Monitoring: The Recipient is responsible for oversight of the operations of the CSF award-supported activities. The Recipient must monitor its activities under the award to assure compliance with applicable requirements and performance expectations are being achieved. Monitoring by the Recipient must cover each program, function or activity.

(b) Annual Reconciliation of Awards: The CSF must reconcile multi-year awards at least annually and evaluate program performance and financial reports. Items to be reviewed include a comparison of the Recipient's work performance to its progress reports and project expenditures.

(c) Extent of CSF Involvement: The GCO will exercise normal stewardship responsibility during the program to include, but not limited to: site visits, review and response to the program, financial reports, and audit to ensure that the objectives of this award are accomplished.

10. Termination

Awards may be terminated in whole or in part if any of the circumstances stated below apply:

By Mutual Agreement

When CSF wishes to terminate a project, the GCO will issue, in writing, a termination notice to the Recipient's authorized representative with a copy to the project manager and the GCOR. The Recipients may terminate their performance of a project in whole or in part. When both parties agree that continuation of the project would not produce results commensurate with further expenditure of funds or for any other reason, the award may be terminated by mutual consent. The Recipient may terminate the project after the authorized representative advises the GCO in writing.

Within 30 days after receipt of a request by either party for termination by mutual agreement, the other party will provide an appropriate written response. 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 must not incur new obligations for the terminated portion after the effective date and must cancel as many outstanding obligations as possible. CSF will allow full credit to the Recipients for the CSF's share of the obligations that cannot be cancelled properly incurred by the Recipients prior to termination.

For Cause

CSF reserves the right to terminate the award in whole or in part at any time before the project period end date, whenever it is determined that the Recipients have failed to comply with the conditions of the award. However, if CSF determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, it may terminate the award in its entirety. The CSF must promptly notify the Recipient in writing of the determination and reasons for the termination, together with the effective date. Payments made to Recipients or recoveries by CSF awards terminated for cause must be in accordance with the legal rights and liabilities of the parties.

11. Program Property

The GCO reserves the right to require transfer of property acquired with CSF funds and used during the program.

12. Publication for Professional Audiences

Any publications or articles resulting from the award must acknowledge the support of the CSF and include a disclaimer of official endorsement as follows: "This [article] was funded [in part] by a grant from the

Caribbean Science Foundation. The opinions, findings and conclusions stated herein are those of the author[s] and do not necessarily reflect those of the CSF". The Recipient must ensure that this disclaimer be included on all brochures, flyers, posters, billboards, or other graphic artwork that are produced under the terms of the award.

13. Branding and Marking Strategy

The Recipient shall recognize the CSF's funding for activities specified under this award at the project site with a graphic of the CSF Logo accompanied by one of the following two phrases based on the level of funding for the award:

- a. Fully funded by the award: 'Gift of the Caribbean Science Foundation'
- b. Partially funded by the award: 'Funding provided by the Caribbean Science Foundation'

Exemptions from this requirement may be allowable but must be agreed to in writing by the GCO.

In the event the Recipient does not comply with the marking requirements as established above, the GCO must initiate corrective action with the Recipient.

14. Confidentiality of Information

Confidential information, as used in this Provision, means: Information or data of a personal nature about an individual that, if released, would constitute a clearly unwarranted invasion of personal privacy.

In addition to the types of confidential information described above, information which might require special consideration with regard to the timing of its disclosure may derive from studies or research, during which public disclosure of preliminary invalidated findings could create erroneous conclusions, which might threaten public health or safety if acted upon.

The GCO and the Recipient may, by mutual consent, identify elsewhere in this award specific information and/or categories of information which the CSF will furnish to the Recipient or that the Recipient is expected to generate which is confidential. Similarly, the GCO and the Recipient may, by mutual consent, identify such confidential information from time to time during the performance of the agreement.

Written advance notice of at least 45 calendar days will be provided to the GCO of the Recipient's intent to release findings of studies or research, which have the possibility of adverse effects on the public or the CSF, as described above. If the GCO does not pose any objections in writing within the 45-calendar day period, the Recipient may proceed with disclosure. Whenever the Recipient is uncertain with regard to the proper handling of material, the Recipient shall obtain a written determination from the GCO prior to any release, disclosure, dissemination, or publication.

15. Conflict of Interest

The Recipient must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of sub-awards and sub-contracts. No employee, officer, or agent may participate in the selection, award, or administration of a sub-award or subcontract supported by a CSF award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from another Recipient considered for a sub-award or subcontract.

The officers, employees, and agents of the Recipient must neither solicit nor accept gratuities, favors, or anything of monetary value from sub Recipients, subcontractors, or parties to sub-awards and

subcontracts. However, Recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Recipient.

If the Recipient has a parent, affiliate, or subsidiary organization, the Recipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to be impartial in conducting an award or procurement action involving a related organization.

The Recipient must disclose in writing any potential conflict of interest to the CSF or pass-through entity. If the effects of the potential or actual conflict of interest cannot be avoided, neutralized, or mitigated before award, the employee, officer or agent must recuse themselves from participating in the award. Where there is an organizational conflict, the prospective Recipient is not eligible for the award. If a potential or actual conflict of interest is identified after award and the effects cannot be avoided, neutralized or mitigated, the CSF will terminate the award unless continued performance is determined to be in the best interest of the CSF.

16. Allowable Costs

- (a) **Cost principles.** The allowability of costs incurred by the recipients, any sub-recipients, and any cost type contractors will be specified in Grant agreement.
- (b) **General rule on allowability of costs.** The recipient may use funds under the award, including CSF funds and any required cost sharing or matching contributions, only for allowable costs incurred by the recipients, any sub-recipients, or cost-type contractors

17. Indirect Costs

- (a) Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Direct cost of minor amounts may be treated as indirect costs. After direct costs have been determined and assigned directly to awards or other work as appropriate, indirect costs are those remaining to be allocated to benefiting cost objectives. A cost may not be allocated to an award as an indirect cost if any other cost incurred for the same purpose, in like circumstances, has been assigned to an award as a direct cost.
- (b) Because of the diverse characteristics and accounting practices of non-profit organizations, it is not possible to specify the types of cost which may be classified as indirect cost in all situations. However, typical examples of indirect cost for many non-profit organizations may include depreciation or use allowances on buildings and equipment, the costs of operating and maintaining facilities, and general administration and general expenses, such as the salaries and expenses of executive officers, personnel administration, and accounting.
- (c) Indirect costs shall be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation and use allowances on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel, library expenses and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable).

18. Retention and Access Requirements for Records

The Recipient must maintain financial records, supporting documents, statistical records, and all other records pertinent to an award for a period of three years from the date of submission of the final expenditure report.

For awards that are renewed quarterly or annually, the retention period is from the date of the submission of the quarterly or annual financial report as authorized by the CSF. The CSF must request transfer of certain records to its custody from Recipients when it determines that the records possess long-term retention value. However, in order to avoid duplicate recordkeeping, CSF may arrange for Recipients to retain any records that are continuously needed for joint use.

Timely and Unrestricted Access. CSF authorized officials have the right of timely and unrestricted access to any books, documents, papers, or other records of Recipients that are pertinent to the award, in order to make audits, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to a Recipient's personnel for the purpose of interview and discussion related to such documents. The rights of access in this paragraph are not limited to the required retention period, but must last as long as records are retained.

19. Audits

For all CSF awards, the Recipients financial records are subject to audit. The CSF or any of its duly authorized representatives shall have access to any pertinent books, documents, papers and records of the Recipient. Information accessible to the CSF includes written, printed, recorded, produced, or reproduced by any mechanical, magnetic, or other process or medium. CSF reserves the right to make audits, inspections, excerpts, transcriptions or other examinations as authorized by law of the Recipients' documents and facilities. The data collection forms and the reporting packages shall be submitted electronically to the CSF.

The audits must be independently and professionally executed in accordance with the laws of the Recipient's country together with generally accepted international auditing standards. The cost of audits may be included in the organization's established indirect costs.

20. Protocol and Decorum

During the term of an award, the Recipient will be associated with the CSF in such a manner that the Recipient's actions will reflect upon the CSF. Therefore, the Recipient will be held accountable for appropriate protocol and decorum during the award period of performance.

21. Officials Not to Benefit

No members or employees of the CSF shall benefit from any share or part of this grant or any benefit that may arise there from.

22. Liability

The Recipient shall hold and save the CSF, its officers, agents and employees harmless from all liability of any nature or kind, including costs and expenses, for or on account of any or all suits for damage sustained by any person or persons or property by virtue of performance of this award.