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Bangladesh Aquaculture Activity

Post Award Orientation Program for sub-grantees October 24,2021

Photo credit: WorldFish



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OPENING REMARKS



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PURPOSE OF POST-AWARD ORIENTATION

- To achieve a clear mutual understanding of all sub-grant requirement
- To provide guidance to new BAA sub-grantees and staff on financial management and compliance requirements of operating a USAID grant/sub-grant effectively.





DEFINITIONS

Award – Financial assistance that provides support or stimulation to accomplish a public purpose. Awards includes grants, cooperative agreements and other agreements in the form of money or property in lieu of money made by the U.S Government to an eligible recipient.

Prime recipient – An organization receiving direct financial assistance to carry out an activity or program.

Sub recipient – Rather than the grantor (i.e., the grant-making agency) entrusting just one entity with carrying out a federal program, sometimes multiple awardees will shoulder the responsibilities. In such cases, one entity – the one who submitted the grant application – will serve as a pass-through to the partnering entities, which are called sub recipients. The government funding they receive to carry out their responsibilities is called the sub award.





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WHAT IS A SUB AWARD?

A legally binding award provided by the pass-through (recipient) to a sub recipient with the goal of accomplishing a specific set of activities, buying a set of deliverables or otherwise implementing part of the overall program or project.



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Fixed Amount Sub awards

Fixed Amount sub award

- Output focused
- Payments are based on milestones achieved
- Specific milestones can be determined
- Results can be verified
- To mitigate risks associated with financial reporting
 - No financial reports required

How are risks Minimized By Using FAS

- No audit requirement yet programmatic audit
- Payments only made when deliverables are completed
- Limited grant provisions
 - ✓ Must maintain limited records
 - ✓ Retain right to recover funds, if funds are misspent



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KNOW YOUR SUB-GRANT AGREEMENT



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PARTS OF SUB-GRANT AGREEMENT

Sub-grant Agreement Summary information

WorldFish Terms and Conditions

Project Description /Business Proposal

USAID Mandatory Provisions



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SUB GRANT AGREEMENT SUMMARY INFORMATION

Name of Grantee:	
Title of Project:	WorldFish RFA No:
Fixed Award Amount (<i>in the currency of payment</i>): BDT	Grantee DUNS No:
Sub-grantee contribution: BDT	Total Award Budget: BDT
Period of Performance:	Place of Performance: Bangladesh
Grantee Status: <input type="checkbox"/> US <input type="checkbox"/> Non-US <input type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit <input type="checkbox"/> Gov't <input type="checkbox"/> Other:	
Original Donor: USAID	Prime Award CFDA No.:
Prime Award Title: Feed the Future Bangladesh Aquaculture Activity	Prime Award No.: PIO Grant No. 72038818IO00002
WorldFish Grant Officer Name: Sally Mallari Title: Finance and Grants Manager Email: s.mallari@cgiar.org	Grantee (Administrative) Point-of-Contact Name: Title: Email:
WorldFish Program Manager Name: Title: Chief of Party Email:	Grantee (Program) Point-of-Contact Name: Title: Email: Tel:
WorldFish Office Address:	Grantee Office Address:



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IMPORTANT CLAUSES

By signing this sub-grant agreement, the Sub-grantee agrees that:

1. The Sub-grantee will comply with the terms and conditions as set forth in the annexes and are incorporated as part of the sub-grant agreement.
2. The Sub-grantee will maintain records of transactions related to the sub-grant agreement for at least seven years after payment of the final milestone. After the end of the agreement, WorldFish or its representative retains the right, at its discretion, to examine all books and all cost or pricing data of any type or a sample of the recipient's records or transactions related to the sub-grant agreement where concerns of implementation, irregularities arise.
3. WorldFish retains the right to conduct a financial or programmatic review, require an audit, or otherwise ensure adequate accountability of funds provided under this Fixed Amount Award if deems necessary and where concerns of irregularities arise.
4. WorldFish is not liable for reimbursing the Sub-grantee for any amount in excess of the sub-grant amount, or outside of the sub-grant period, as provided in the approved financial plan.
5. All property and equipment and materials acquired by the Sub-grantee and charged to this agreement shall be the property of WorldFish unless otherwise specified. The Sub-grantee's acquisition of all such equipment and materials shall conform to applicable 2 CFR 200.310-316 and/or the Prime Grant.
6. The Sub-grantee will obtain the Chief of Party's (COP) written approval prior to any changes to: 1) The Activities being supported by this sub-grant; 2.) the fixed amount of this sub-grant; 3) the milestones; or 4) change in the Sub-grant Agreement completion date.
7. WorldFish will conduct monitoring of the grant program, physical verification and site visits as appropriate
8. On submission of the voucher or invoice for payment for the final milestone, the Sub-grantee must certify that the sub-grant is completed and the Sub-grantee will make no further claim against the grantor after final payment.





AGREEMENT SECTIONS

- Project Descriptions -Context and challenges
- Business and marketing model which includes revenue model
- Target group and geographic area
- Activity plan and timeline
- Overall Key Performance Indicators
- Future plan
- Financial plan (budget)
- Milestone and payment schedule
- Reporting





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WORLDFISH STANDARD TERMS AND CONDITIONS

Terms and conditions are detailed rules that apply to fulfill a particular contract or agreement that form an integral part of the contract or agreement.

WorldFish Standard Terms and Conditions has 16 Articles

- Period of Agreement
- Amount and payment
- Policies, Procedures and Guidelines
- Amendments and Modifications
- Termination
- Financial records, monitoring and audit



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AMOUNT AND PAYMENT

- Will pay sub recipient up to the amount specified in SGA
- WorldFish shall not be liable for reimbursing the Sub grantee for any costs in excess of what is specifically and explicitly agreed to in this Agreement.
- No other fees, reimbursements, allowances or benefits will be paid under this agreement other than those specified in this Agreement.

bills

bill_id	created
1	2016-03-02
2	2016-03-02

items

item_id	bill_id	total
1	1	100
2	2	83
3	2	65

payments

payment_id	bill_id	amount
1	1	75
2	2	40
3	2	50

Get SUM of columns that share the same foreign "bill_id" key

bill_id	created	total(sum)	amount(sum)
1	2016-03-02	100	75
2	2016-03-02	148	90





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OTHER COMPLIANCES

- Program Objectives Of The Award
- Monitoring, Evaluation And Learning
- Gender Compliance
- Environmental Compliance
- Branding And Marking



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OTHER AUTHORIZING SOURCES

[Standard Provisions for Non-US Nongovernmental Organizations](#)

[2 CFR 200 Subpart A-E](#) – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards



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Applicable	Mandatory Standard Provision
Yes	M1. SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND DATA RIGHTS (JUNE 2012)
Yes	M2. MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE (JULY 2015)
Yes	M3. DRUG TRAFFICKING AND DRUG-FREE WORKPLACE (JULY 2015)
Yes	M4. DEBARMENT AND SUSPENSION (JUNE 2012)
Yes	M5. PREVENTING TRANSACTIONS WITH, OR THE PROVISION OF RESOURCES TO SUPPORT TO, SANCTIONED GROUPS AND INDIVIDUALS (MAY 2020)
Yes	M6. TRAFFICKING IN PERSONS (APRIL 2016)
Yes	M7. VOLUNTARY POPULATION PLANNING ACTIVITIES – MANDATORY REQUIREMENTS (MAY 2006)
Yes	M8. EQUAL PARTICIPATION BY FAITH-BASED ORGANIZATIONS (JUNE 2016)
Yes	M9. USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ASSISTANCE (JULY 2014)
Yes	M10. PILOT PROGRAM FOR ENHANCEMENT OF SUBAWARDEE EMPLOYEE WHISTLEBLOWER PROTECTIONS (SEPTEMBER 2014)
Yes	M11. SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (October 2014)
Yes	M12. PROHIBITION ON PROVIDING FEDERAL ASSISTANCE TO ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (MAY 2017)
Yes	M13. CHILD SAFEGUARDING (JUNE 2015)
Yes	M14. MANDATORY DISCLOSURES (JULY 2015)
Yes	M15. NON DISCRIMINATION AGAINST BENEFICIARIES
Yes	M16. CONFLICT OF INTEREST (AUGUST 2018)



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MANDATORY PROVISIONS THAT CAN CONTAIN FLOW DOWN CLAUSES FROM PRIME AGREEMENT

M.1 Allowable Costs

a. The recipient must use funds provided under this agreement for costs incurred in carrying out the purposes of the agreement that are reasonable, allocable, and allowable.

(1) “Reasonable” means the costs do not exceed those that would ordinarily be incurred by a prudent person in the conduct of normal business.

(2) “Allocable” means the costs are necessary to the agreement.

(3) “Allowable” means the costs are reasonable and allocable, and conform to any limitations set forth in the agreement.

b. The recipient is encouraged to obtain the USAID Agreement Officer’s written determination in advance whenever the recipient is uncertain as to whether a cost will be allowable.





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MANDATORY PROVISIONS THAT CAN CONTAIN FLOW DOWN CLAUSES FROM PRIME AGREEMENT

M.8 Agreement Budget Limitations and Revisions

M.10 Financial Management, Procurement, and Evaluation (April 2011)

M.12 Title to and Disposition of Property (Standard) (April 2011)

M.13 USAID Disability Policy (Standard) (August 2018)

M.14 Terrorist Financing Clause (Standard) (April 2011)

M.15 Trafficking in Persons (August 2018)

M. 17 Fraud, Corruption, and Other Prohibited Conduct (November 2019)

M. 18 Monitoring, Review, and Evaluation (November 2019)



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WORLDFISH RESPONSIBILITY

- Has the first and primary responsibility for the funds received from USAID
- Has direct relationship with USAID
- Continues to be responsible for the work that the sub recipient is carrying out.

Responsibility includes:

- ✓ Financial (fiduciary)
- ✓ Reporting
- ✓ Documentation
- ✓ Compliance with applicable rules and regulations
- ✓ Relationship Management



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WORLDFISH RESPONSIBILITY

Compliance responsibility include:

- ✓ Authorization/approvals
- ✓ Compliance review/oversight
- ✓ Audits



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SUB-RECIPIENT RESPONSIBILITIES

- Legally responsible to WorldFish
- Must comply with the requirements of WorldFish
- Performs the work in accordance with the terms and conditions of the award;
- Submits deliverables and reports as required by the sub-grant agreement;
- Monitors funds cautiously;
- Comply with the monitoring standards of WorldFish
- Being knowledgeable of the grant, including the WF Terms and Conditions, WF and CGIAR Policies, Special Provisions, Standard Provisions and flow down provisions from ADS 308 for the administration of the grant.





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SUB GRANTS AND BAA COORDINATION

- Point of Contact
- General Communication
- Administrative Approval Requests
- Sub-grant Modification
- Performance Issues
- Zero-tolerance for sexual harassment or misconduct



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POLICY, PROCEDURES, TERMS AND CONDITIONS, REGULATION COMPLIANCE

Your organization must abide by a set of requirements and policies once you signed SGA.

COMPLIANCE is not optional!

Consequences for non compliance vary depending on the nature and severity of non compliance.

Examples:

Loss/ stop of funding

Debarment of person/organization

Jail time



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WORLDFISH POLICIES PROCEDURES AND GUIDELINES

- Child Protection Policy
- WF Policy on Ethics of Research Involving People
- Anti-fraud and Anti-corruption policy
- Anti Harassment, Discrimination and Bullying Policy

KNOW THE RULES!





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Financial management



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WHAT ARE THE INDICATORS OF A GOOD FINANCIAL MANAGEMENT AT A SUB RECIPIENT ORGANIZATION?

Examples:

- Written, tested and clear operating procedures
- Required systems, banking systems
- Adequate number of well-trained staff
- File management, clear and accessible files
- Petty cash management includes spot checks
- On time accurate reporting
- Ability to follow instructions, ask questions.





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SUB AWARD MANAGEMENT



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PAYMENTS TO SUBRECIPIENTS

Milestone based payments:

Payment will be made after completion of each milestone and the sub-grantee submission of: (1) invoice or request for payment; and (2) a statement certifying that the milestone is successfully completed or the deliverables/report associated with the milestone



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BUDGET MANAGEMENT

Issues to consider in budget management:

- Budget vs actual analysis
- Explanations provided for budget variances
- For standard and cost reimbursable sub agreements charging of actual expenses
- For fixed amount awards invoicing on fixed costs on completion of deliverables
- Charging of project related costs only.





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Cost principles (2 CFR 200)



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REASONABLENESS OF COSTS

- It does not exceed that which would be incurred by a prudent person under circumstances prevailing at the time the cost was incurred.
- Is ordinary and necessary for project
- Cost was incurred with consideration of the role to the organization, federal government, etch. To be a responsible person/entity
- Costs does not significantly deviate from normal practices.





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ALLOWABILITY OF COSTS

Cost is allowable if:

- It is necessary and reasonable for the project
- It is consistent with the policies and procedures
- It meets the standards of the cost principles
- It is adequately documented



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ALLOCABILITY OF COSTS

Cost is allocable if:

- It is incurred for the project
- It benefits the award and other work of the organization
- It is necessary for the project
- A benefit to the project can be shown



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Reporting



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REPORTING

Reporting

The sub grantee will be responsible to document and share the program activities as per the given formats, both in soft copy and hard copy. The sub-grantee will share all developed documents and materials with BAA prior to implementing or disseminating the documents and materials for review and input. The documents will include Monthly Progress Reports (to be submitted during the first week of the following month) and deliverables included in the milestone. The Sub-grantee may be subject to program audits including internal Data Quality Assessment (DQA) or Donor DQA, where the sub-grantee will share all valid, supporting documents which are used for programmatic purpose. Beyond that, sub-grantee will support and cooperate with the BAA staff during different performance or research studies through providing data/information throughout the BAA Activity period, even after the contact ended. The sub-grantee will also maintain books, records, documents, and other evidence of its performance (such as change in supply chain network, relationship with vendors or distributors, procurement volume or sales volume) related to successful implementation of the proposed business model. These records will be subject at all reasonable times to monitoring and review by authorized employees of WorldFish. The sub-grantee will submit the deliverables including Monthly Progress Reports as per the template provided by WorldFish Grants Management team.





EXPENSE DOCUMENTATION

Issues to consider in expense documentation:

- Supporting documents provided when required
- Documents are clear and accurate
- Documents are legitimate
- Supporting notes/explanations provided when required documentation is missing
- Documents are retained when required
- Cost of document retention is clearly stated and complied with





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VAT REPORTING



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SAMPLE OF VAT COUPON

প্রকল্প কর্তৃপক্ষের অনুমোদিত

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ফিড্‌ দি ফিউচার বাংলাদেশ একুয়াকালচার
এন্ড নিউট্রিশন প্রজেক্ট

মূসক অব্যাহতি কুপন নং USAID

7	2	0	-	3	8	8	-	1	8	-	1	0	-	0	0	0	2	-	0	0	-	0	0	7	0
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

তারিখ : 26/9/2018 খরিদ ক্রমিক নং 10-18-005951

ক্রেতার নাম, পদবী ও ঠিকানা : ওয়ার্ল্ড ফিস
বাড়ী নং-২২বি, সড়ক নং-৭, ব্লক-এফ, বনানী, ঢাকা-১২১৩, বাংলাদেশ।

সর্বমোট মূল্য (মূসক ব্যতিত চ) : Tk. 389,565/-


মূসক অব্যাহতি (চ) : Tk. 58,435/-

বিক্রেতা (পণ্য সরবরাহকারী/সেবা প্রদানকারী) : মূসক নিবন্ধন নং : 19071014260

Esamine Electronics Ltd
102 Shahed Tajuddin
ঠিকানা : Ahmed Sanni, Tejgaon I/A
Dhaka-1208

A. Zahed
ক্রেতার স্বাক্ষর ও সীলমোহর :

মূসক কর্মকর্তার প্রত্যয়ন :
নাম ও পদবী :



বিক্রেতার স্বাক্ষর ও সীলমোহর :
21.06.18
কর্মকর্তার স্বাক্ষর ও সীলমোহর :
কার্টাসেস এগ্রাইজ ও জারি কর্তৃক
স্বাক্ষর ও সীলমোহর

জাতীয় রাজস্ব বোর্ডের ২৮ শে ফেব্রুয়ারি, ২০১২, ১/মূসক/২০১২ নং আদেশক্রমে



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How the VAT coupon works

- **1st copy (WHITE):** Sub Grantee/ Partner will preserve it with the payment voucher
- **2nd Copy (PINK):** Report to appropriate VAT regional commissioner by the Sub Grantee/ partner
- **3rd copy (LIGHT BLUE):** Sub-Grantee will report and send the original copy to FtF BANA Grants team for reporting to USAID .
- **4th Copy (YELLOW):** Handover to Vendor/supplier by the sub-grantee for submission their concern VAT authority.





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Record Keeping Procedure...

- **1st copy (WHITE) of VAT Coupon Partner (Sub Grantee) should kept with voucher with vendors sign.**
- **2nd Copy (PINK) shadow copy should be kept by Sub Grantee with file before Sending to appropriate VAT regional commissioner.**
- **3rd copy (LIGHT BLUE) shadow copy should be documented by the Sub Grantee before sending it to WorldFish BAA grants team**



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VAT Coupon Reporting

- **Sub Grantee report to WorldFish BAA grants team with monthly financial report within prescribe format including electronic copy.**
- **VAT Report Includes**
 - VAT coupons
 - VAT report
 - Copy of Invoice
 - TIN certificate of the vendor.
- **Report should be submitted to respective Grants POCs.**





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Sample of reporting templets

Statement of VAT Exemption for USAID Implementing Partners

Partner's Name: (Name of Sub Grantee)

Project Name: Feed the Future Bangladesh Aquaculture and Nutrition Activity

Award No:

Reporting Period: For the month of October, 2018

Report date: November 05, 2018

SL. No.	Party/vendor Name and Address	Musak Reg No (Supplies/ Agencies)	Coupon No. and Date		Musak Chalan No and Date		Total Sales Amount of Musak Chalan (per Column 8) (Tk.)	Musak Amount (Tk.)	Remarks
1	Esquire Electronics Ltd.. 102, Shahid Tajuddin Road, Tejgaon I/A, Dhaka - 1208	19071014260	720-388-18-10-00002-00-0070	26/09/2018	HO-18-005751	26/09/2018	448,000.00	58,435.00	Purchasing AC for FIF BANA
	Sub Total						448,000.00	58,435.00	

PREPARED BY:

VERIFIED BY:

APPROVED BY:

NOTE: Font size should be 9 - 11



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BASIC PROCUREMENT PROCESS



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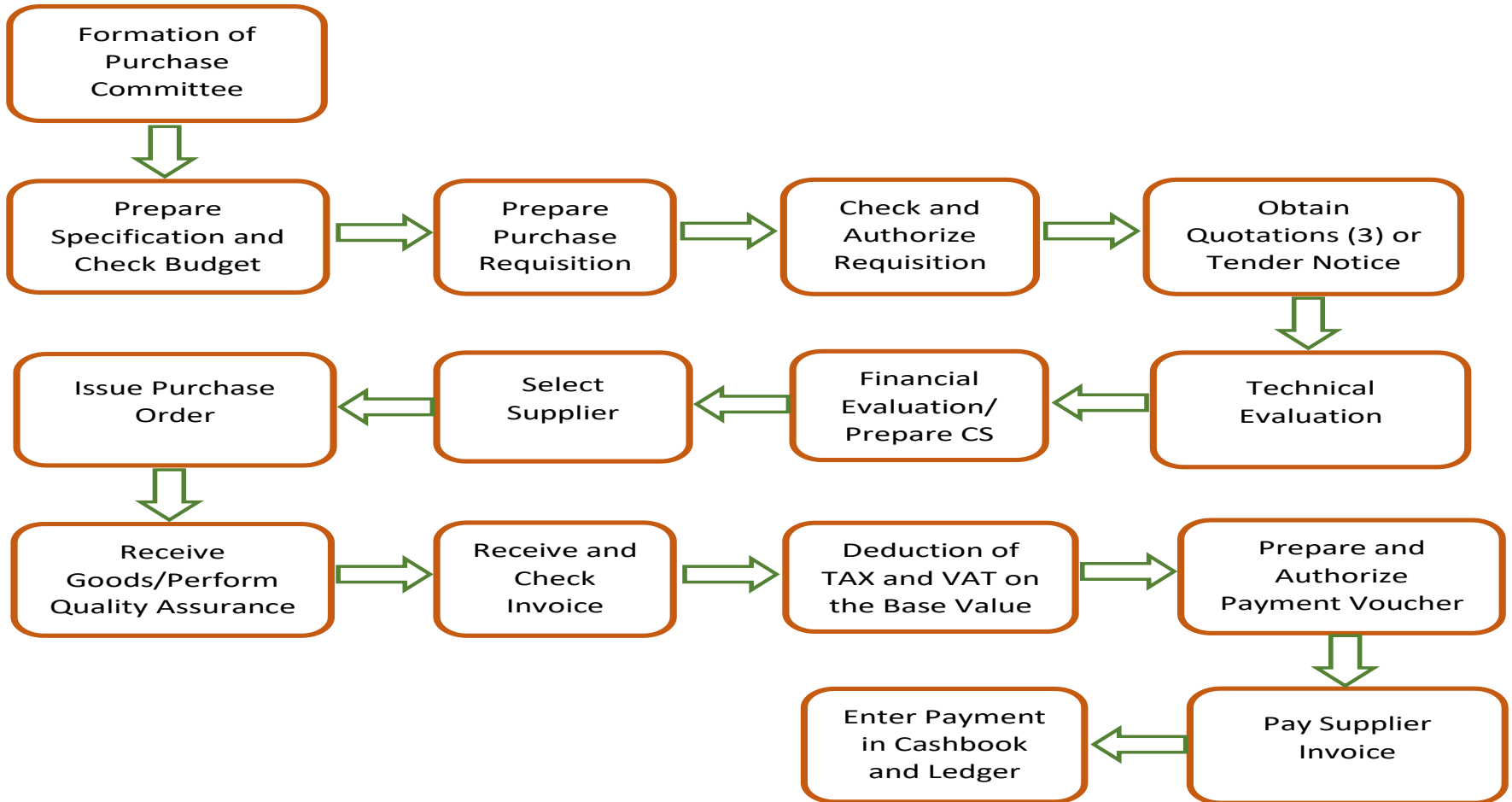
PROCUREMENT STANDARDS

- Written procurement procedures required
- Avoid purchasing unnecessary items
- Analysis of lease vs procurement should be done
- Procurement contracts should include terms and conditions to protect the buyer.





PROCUREMENT PROCESS





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Closeout



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SUB AWARD CLOSEOUT

Plan ahead and consider:

- End date of the sub awards to collect final reports from sub recipients, to review and correct if required
- Audits to be conducted (only if required)
- Funds to be reimbursed or paid (if there is incomplete and not achieved milestone)



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SUB AWARD CLOSEOUT

Inventory management:

- ✓ Reporting on equipment
- ✓ Disposition of equipment
- ✓ Transferring titles
- ✓ Lessons learned and results dissemination
- ✓ File retention





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SUB AWARD CLOSE-OUT STEPS

- Notify sub recipient of closeout requirements
- Complete inventory management issues
- Complete project evaluation
- Payments made or refunds received
- Final audit conducted (only if required)



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CLOSEOUT PROCESS

Sub-grant closure checklist

- Program monitoring have been received and filed
- Final inventory report has been received
- Disposition of equipment/inventory has been finalized
- Signed Grant Completion Certificate
- Unused funds has been refunded to WorldFish
- Audit report has been carried out as required by the donor and we received copy of the audit report (only if required)





POST CLOSE-OUT

The close out of the sub award does not affect the following:

- Right to disallow costs on basis of later audit/review
- Requirement to return the funds due from later refunds etc.
- Adjustments made due to revisions of reports
- Audit requirements
- Property management and disposition requirements
- Records retention





FAQS ON FIXED AMOUNT AWARD

<p>Do fixed amount award applicants complete the eligibility requirement and due diligence assessment?</p>	<p>Yes. A complete application process is necessary for Finance and Grants to conduct an administrative review of the proposal and for the technical review committee to complete a merit based review.</p>
<p>Is it necessary for fixed amount award applications to complete the grant proposal budget template?</p>	<p>Yes. Fixed amount awards are based on outcomes achieved rather than actual costs incurred; however, costs associated with these awards must comply with the federal cost principles (reasonable, allowable, allocable) a USAID program requirement. A complete budget template is necessary to determine the allowability and reasonableness of costs the project will incur to complete the project objectives.</p>
<p>If a grant is awarded to a fixed amount award proposal, how will the recipient receive funds for work completed?</p>	<p>the budget template includes a section for fixed amount award applicants to describe the outcomes of their proposal, and set a payment schedule based on expected costs to achieve these outcomes. The proposed payment schedule should align with the objectives described in the response to question of three of the grant proposal application. “Project Objectives” and include a deliverable that will evidence completion of each objective.</p>





FAQS ON FIXED AMOUNT AWARD

<p>What is the benefit to applicants of applying for a fixed amount award?</p>	<p>the application requirements are the same for a fixed amount awards and conventional grant proposals. However, if awarded funds, fixed amount award recipients have reduced administrative requirements and greater flexibility to achieve project outcomes.</p>
<p>When to use Fixed Amount Award?</p>	<p>When organizations with limited or no experience in managing USAID funds.</p>
<p>How to develop a Fixed amount sub-award/sub grant? Take a collaborative process from the beginning (co-development)</p>	<p>Fixed amount awards generally require more work up front, because it should include negotiating the scope, pricing and verification method for milestones. But that up-front work will be offset by reduced administrative burdens later and a focus on driving results.</p>





MILESTONES

Q. How are the milestones defined?

SMART (Specific, Measurable, Achievable, Realistic, Timely) they can be drafted as outputs, outcomes or a mix of both. There can be a series of milestones within a single agreement to provide some working capital for the sub grantee. To help cover initial operating costs, the first milestones could be larger payment based on a simple deliverables. e.g submission of Detailed Implementation Plan.

Q. How Milestones are priced?

Determining payments for hitting a milestone can be done if adequate cost, historical or unit pricing data is available to establish a fixed amount award based on a reasonable estimate of actual cost.

Q. How are Milestones verified?

Milestones must be measurable. There should be a baseline and target within each milestones. While measuring outcomes reducing subjective determinations in whether a milestones is met can avoid potential conflicts later. For example;





HOW ARE RISKS MINIMIZED BY FIXED AMOUNT SUB-AWARD/SUB-GRANT?

Fixed Amount sub-award

Output focused

- Payments are based on milestone achieved
- Specific milestones can be determined
- Results can be verified
- To mitigate risks associated with financial reporting
- ✓ No financial reports required

Using FAS

- Programmatic audit requirement
- Payments only made when deliverables is completed
- Limited grant provisions
- ✓ Must maintain limited records
- ✓ Retain right to recover funds, if funds are misspent





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ANTICIPATE CHANGE

Things change. Requiring consistent checkpoints during the period of performance to adjust goals and pricing, as appropriate. The fixed amount award should also contemplate potential disagreement about these changes. Disputes are generally settled according to the policies and procedures of WorldFish, but if both parties can identify potential issues up front and talk through how they might be settled, then it could save time and legal expenses later. Such issues include whether partial payments would be allowed for incomplete milestones, how to calculate such partial payments, and how to account for unforeseen circumstances, such as COVID-19.



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Questions?



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CLOSING REMARKS



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