

**National Science Foundation  
Cooperative Agreement  
Modifications and Supplemental Financial & Administrative Terms and  
Conditions for Major Multi-User Research Facility Projects and  
Federally Funded Research and Development Centers**

**Effective June 12, 2018**

Unless otherwise specified in a special award condition of the cooperative agreement, or as modified below, the [Cooperative Agreement Financial & Administrative Terms and Conditions](#) (CA-FATC) dated May 14, 2018, are applicable to this cooperative agreement or cooperative support agreement. When the Modifications and Supplemental Financial & Administrative Terms and Conditions for Major Multi-User Research Facility Projects and Federally Funded Research and Development Centers or an award notice reference a particular section of the [Large Facilities Manual](#), then that section becomes part of the award requirements through incorporation by reference.

**Modifications to the Cooperative Agreement Financial & Administrative  
Terms and Conditions**

The CA-FATC are modified for both Major Multi-User Research Facility Projects and Federally Funded Research and Development Centers as follows:

**3. Prior Approval Requirements**, is supplemented with a new paragraph d. as follows:

d. In cases where cooperative support agreements (CSAs) are the funding mechanism for the cooperative agreement (CA), the NSF prior written approval requirements specified above are applicable to **EACH** CSA, unless modified by the award specific terms and conditions.

**Article 28. Publications**, is deleted in its entirety and replaced with the following:

**Article 28. Acknowledgement**

a. *Acknowledgment of Support*

The awardee must acknowledge NSF support and be in accordance with the guidance given at <https://www.nsf.gov/policies/logos.jsp>.

1. in any publication (including presentations and World Wide Web sites) of any material based on or developed under this award in the following statement:

*"This material is based upon work supported by the [FACILITY NAME] which is a major facility funded by the National Science Foundation." [Use NSF Logo if graphical and NSF award number if publication or other written material]*

And for facilities funded solely by NSF:

*"This material is based upon work supported by NSF's [FACILITY NAME] which is a major facility fully funded by the National Science Foundation." [Use NSF Logo if graphical and NSF award number if a publication or other written material]*

2. is orally acknowledged during all media interviews including, but not limited to, social media, radio, television and film.

b. *Public Relations Activities and News Releases:*

1. The awardee must consult with the cognizant NSF Program Officer or his/her designee prior to any significant public relations activities or events concerning the NSF-supported activities under the award; including providing an advance copy of any news or press releases concerning NSF-supported activities prior to issuance.

2. The awardee must provide timely notification to the cognizant NSF Program Officer or his/her designee of any substantive inquiries made by the media or Congress.

c. *Disclaimer*

The awardee must include the following disclaimer in every publication or printed material (Including World Wide Web pages) based on or developed under this award, except scientific articles or papers appearing in scientific, technical or professional journals:

*"The [FACILITY] is supported by the National Science Foundation. Any opinions, findings and conclusions or recommendations expressed in this material do not necessarily reflect the views of the National Science Foundation."*

d. *Copies*

The awardee must provide the cognizant NSF Program Officer access to, either electronically or in paper form, a copy of every publication of material based on or developed under this award, clearly labeled with the award number and other appropriate identifying information, promptly after publication.

e. *Signage and Markings*

Facility signage and markings must be in accordance with the guidance given at <https://www.nsf.gov/policies/logos.jsp>. The awardee must consult with the NSF Program Officer on the cost, timeline, design and placement of any signage using the NSF logo or name on any building or site; particularly in instances where inter-agency or inter-national partnerships exist.

**33. Suspension or Termination**, paragraph e. is replaced with the following:

e. Within 120 days of the termination date, the awardee will furnish a summary of progress under the award and an itemized accounting of costs incurred prior to the termination date or pursuant to d., above. Final allowable costs under a termination settlement shall be in accordance with the terms of the award, including this Article, and the governing cost principles, giving due consideration to the progress under the award. In no event will the total of NSF payments under a terminated award exceed the award amount, or the NSF pro rata share of the total project costs when cost sharing was anticipated, whichever is less.

**52. Liability**, is deleted in its entirety and replaced with the following:

**52. Liability**

a. NSF cannot assume any liability for accidents, bodily injury, illness, breach of contract, any other damages or loss or any claims arising out of any activities undertaken pursuant to the award, whether with respect to persons or property of the awardee or third parties. The awardee is advised to insure or otherwise protect itself or others, as it may deem desirable.

b. The awardee shall procure and thereafter maintain property insurance consistent with guidance at 2 CFR 200.310, workmen's compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) and comprehensive aircraft liability (bodily injury and property damage) insurance, with respect to performance under the agreement, and such other insurance as the cognizant NSF Grants and Agreements Officer may from time to time require with respect to performance under the agreement.

Note: Express statutory authority is required prior to consideration of insuring government property.

c. The awardee may, with the approval of the cognizant NSF Grants and Agreements Officer, maintain a self-insurance program; and provided further, that with respect to workmen's compensation the awardee is qualified pursuant to statutory authority. All insurance required pursuant to the provisions of this paragraph shall be in such form, in such amounts and for such periods of time as the cognizant NSF Grants and Agreements Officer may from time to time require or approve, and with insurers approved by the cognizant NSF Grants and Agreements Officer.

d. The awardee agrees, to the extent and in the manner required by the cognizant NSF Grants and Agreements Officer, to submit for the approval of the cognizant NSF Grants and Agreements Officer any other insurance maintained by the awardee in connection with the performance of the agreement and for which the awardee seeks reimbursement hereunder.

e. The awardee shall be reimbursed for the following:

1. The portion allocable to the agreement of the reasonable cost of insurance as required or approved pursuant to the provisions of this Article. and,

2. for certain liabilities to third persons for loss or damage to property or for death or bodily injury, not compensated by insurance or otherwise, arising out of the performance of the agreement, whether or not caused by the negligence of the Awardee, its agents, servants or employees, provided such liabilities are represented by final judgments or settlements approved in writing by the Government, and expenses incidental to such liabilities, except liabilities.

(a) for which the awardee is otherwise responsible under the express terms of the article or articles, if any, specified in the agreement or

(b) with respect to which the awardee has failed to insure as required or maintain insurance as approved by the cognizant NSF Grants and Agreements Officer or

(c) which results from willful misconduct or lack of good faith on the part of any member of the Board of Trustees of the awardee, any corporate officer or any of its managers, superintendents or other equivalent representatives, who has supervision or direction of;

(i) all or substantially all of the awardee's business or,

(ii) all or substantially all of the awardee's operations at any one plant or separate location in which the agreement is being performed or,

(ii) a separate and complete major operation in connection with the performance of the agreement.

The foregoing shall not restrict the right of the awardee to be reimbursed for the cost of insurance maintained by the awardee in connection with the performance of the agreement, other than insurance required to be maintained pursuant to the provisions of this Article, provided such cost would constitute an allowable cost under the Article entitled "Allowable Costs" and the governing cost principles.

f. The awardee shall give the Government or its representatives immediate notice of any suit or action filed, or prompt notice of any claim made against the awardee arising out of the performance of the agreement, the cost and expense of which may be reimbursable to the awardee under the provisions of the agreement and the risk of which is then uninsured or in which the amount claimed exceeds the amount of coverage. The awardee shall furnish immediately to the Government copies of all pertinent papers received by the awardee.

If the amount of the liability claimed exceeds the amount of coverage, the awardee shall authorize representatives of the Government to collaborate with counsel for the insurance carrier, if any, in settling or defending such claim. If the liability is not insured or covered by bond, the awardee shall, if required by the Government, authorize representatives of the Government to settle or defend any such claim and to represent the awardee in or take charge of any litigation in connection therewith; provided, however, that the awardee may, at its own expense, be associated with the representatives of the Government in the settlement or defense of any such claim or litigation.

### **Additional Modification to Financial & Administrative Terms and Conditions for Federally Funded Research and Development Centers**

The CA-FATC are modified with the following Financial & Administrative Term and Condition that is specific to Federally Funded Research and Development Centers and does not apply to Major Multi-User Research Facility Projects Facilities.

**29. Patent Rights<sup>1</sup>**, paragraph k.3. is replaced with the following:

3. After payment of patenting costs, licensing costs, payments to inventors, and other expenses incidental to the administration of subject inventions, the balance of any royalties or income earned and retained by the contractor during any fiscal year on subject inventions under

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<sup>1</sup> Awardees are reminded that, in view of the US Supreme Court decision in Stanford v. Roche, employee assignment agreements should include a present conveyance of rights ("I hereby assign" rather than a promise or intent to assign) in order to effectively convey patent rights to the institution, allowing the institution to meet its responsibility under the Bayh-Dole Act to provide the agency with a license to patented inventions.

this or any successor contract containing the same requirement, up to any amount equal to five percent of the budget of the facility for that fiscal year, shall be used by the contractor for scientific research, development, and education consistent with the research and development mission and objectives of the facility, including activities that increase the licensing potential of other inventions of the facility. If the balance exceeds five percent, 15 percent of the excess above five percent shall be paid by the contractor to the Treasury of the United States and the remaining 85 percent shall be used by the contractor only for the same purposes as described in the preceding sentence. To the extent it provides the most effective technology transfer, the licensing of subject inventions shall be administered by contractor employees on location at the facility.

### **Supplemental Financial & Administrative Terms and Conditions**

The CA-FATC are supplemented with the following additional terms and conditions for Major Multi-User Research Facility Projects including those designated as Federally Funded Research and Development Centers as follows:

| <b>Article</b> | <b>Subject</b>  |
|----------------|---|
| 57.            | Cooperative Support Agreements  |
| 58.            | Other Funding   |
| 59.            | Contract Requirements   |
| 60.            | Incurred Cost Submissions of Financial Expenditure Data                   |
| 61.            | NSF-Owned Equipment and Real Property                                     |
| 62.            | Financial Statements Disclosure of NSF-Owned Property                     |
| 63.            | Notification of Property Damage   |
| 64.            | Master Site Plan  |
| 65.            | Lease or Purchase of Additional Space                                     |
| 66.            | Government Performance and Results Act                                    |
| 67.            | Information Security  |
| 68.            | Software Development  |
| 69.            | Rights in Data Necessary for the Operation and Management of the Facility |
| 70.            | Health and Safety   |
| 71.            | Notice to the Government of Labor Disputes                                |
| 72.            | Energy Conservation   |
| 73.            | Environmental Compliance  |
| 74.            | Notice to NSF of Environmental Liability                                  |

#### **57. Cooperative Support Agreements**

a. Cooperative Support Agreements (CSAs) may be issued by NSF for support of specific projects and/or programs for work to be done under the agreement. CSA's are treated as separate awards, but fall under the terms and conditions of the main Cooperative Agreements (CA). Therefore, the awardee is required to submit a new proposal request via Fastlane or Research.gov for specific projects and/or programs to be accomplished under the CA. Proposal submission will follow NSF normal review and approval process. Amendments will be issued to modify specific terms and conditions of the CSA, or to provide funding. The use of the word agreements in this document can mean both CA's and CSA's.

Each CSA issued after the effective date of the CA will normally include (at a minimum) the following:

1. Start and end date of the CSA;
2. Anticipated level of funding to be provided under the CSA;
3. Any additional CSA-specific Financial and Administrative Terms and Conditions, specific to this project and/or program funded by the CSA;
4. Project Description which states the specific scope of work to be accomplished under the CSA;
5. Performance and/or Reporting Requirements specific to the CSA;
6. Any additional Programmatic Terms and Conditions, specific to this project and/or program funded by the CSA;

b. *Conditions for Interagency Transfer of Funds*

If funding from other Federal agencies is to be provided to the awardee via interagency fund transfer, the process will begin with a proposal from the awardee to the other agency, which will execute an interagency agreement that effects the transfer of funds to NSF, and will conclude with the issuance of an amendment to a CSA by NSF to obligate the funds to the award. It is NSF's responsibility to provide to the awardee copies of all interagency agreements that transfer funds in support of the awardee's proposals. It is the awardee's responsibility to notify the prospective sponsor that, as a condition of NSF's entering into an interagency agreement of fund transfer, other Federal agencies must agree to the following conditions:

1. NSF will implement the agreement by an amendment issued to a CSA under the agreement, or any successor agreement, and NSF will not itself be directly responsible for the provision of goods or services contemplated under the awardee's proposal to the other Federal Agency.
2. It is the awardee's responsibility to provide the necessary fiscal and technical reports to the sponsoring agency in accordance with the terms and conditions of the sponsoring agency's agreement.
3. NSF assumes no liability for any costs above the funds obligated against the CSA.
4. In accordance with NSF policy, a portion of the incoming fund transfer will be set aside to recover costs that NSF incurs in the management, administration and oversight of the funded activities at a rate predetermined by NSF.
5. All fund transfers and work performed will be accepted under the terms and conditions of the agreement.

c. *Submission of Supplemental Funding Requests under Cooperative Support Agreements*

In submitting supplemental funding requests, the awardee shall follow the PAPPG and the LFM for instructions.

## **58. Other Funding**

It may be appropriate for funding to be provided to the awardee by other organizations, including Federal agencies in support of their missions or in support of mission-related staff research. It is also recognized that it may be appropriate for personnel or facilities to be used for other NSF and non-NSF projects that are deemed consistent with the scope of the federal award. Such activities, however, shall be coordinated in advance with NSF and not impact negatively on NSF sponsored activities to be performed under the award. Accordingly:

a. As used in the agreement, the term "other funding" means funding received from a third party to support research and development activities.

b. The recipient will inform the cognizant NSF Program Officer in writing (by letter or e-mail) prior to submitting any other funding proposal to NSF or to another organization (including Federal, State, or local agencies) that involves or impacts current funded personnel or facilities under the award.

c. In submitting the information to NSF, the awardee will include (i) the proposal title, (ii) Principal Investigator/Manager name, as applicable, (iii) name of the agency, program, or organization, (iv) name of the cognizant official at the agency, program, or organization, (v) reasons for seeking other funds, (vi) impact of the project on the NSF supported program, (vii) number of person months devoted to the project, (viii) total level of other support being sought, and (ix) the level of NSF co-sponsorship, if any. NSF may approve in advance a certain class of proposals, e.g. proposals for particular Federal Agency missions.

d. Upon notification from the sponsor that the proposed work is to be funded, the awardee will forward to NSF a final statement of work, a final budget and any modifications to the documentation of the original criteria in response to the review. NSF may conduct retrospective reviews of such proposals; the awardee will maintain files of all such proposals to be available to NSF on request.

e. The awardee shall indicate in proposals submitted to Federal agencies that funding, if approved, shall be accomplished through use of an interagency fund transfer between NSF and the other Federal agency. However, it is recognized that there may be instances when use of an interagency fund transfer is not desirable. In those instances, the awardee shall indicate to NSF (see section b. above) in the documentation referred to above, its preference to accept funds directly from another Federal agency and shall submit justification for such direct funding. Such requests are subject to prior approval of the cognizant NSF Program Officer. When interagency fund transfers are used, the awardee shall carry out activities funded by other Federal agencies in accordance with those agreements.

## **59. Contract Requirements**

a. NSF will exercise its responsibility for oversight and monitoring of procurements, contracts or other contractual arrangements for the purchase of materials and supplies, equipment or general support services under the award. The procedures set forth below shall be followed to ensure that performance, materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal statutes and executive orders.

The awardee shall obtain prior written approval from the cognizant NSF Grants and Agreements Officer prior to entering into a contract if the amount exceeds \$250,000 or other amount specifically

identified in the agreement. Contracts clearly identified in the NSF award budget are considered approved at the time of award unless withheld by the Grants and Agreements Officer. Contracts must be clearly identified in the NSF award budget (on Line G6. Other) or by receiving written prior approval from the cognizant NSF Grants and Agreements Officer after an award is issued. The threshold noted above also applies to cumulative increases in the value of the contractual arrangement after initial NSF approval. The awardee shall not artificially segregate its procurements to lesser dollar amounts for the purpose of circumventing this requirement.

A request to enter into a contract shall include, at a minimum:

1. Proposed contractual arrangement document;
2. A description of the supplies or services required;
3. Identification of the type of contract to be issued;
4. The proposed price and the recipient's cost or price analysis;
5. Identification of the proposed vendor, an explanation of why and how the proposed vendor was selected, and the degree of competition obtained; and
6. If the contract was awarded without competition, the memorandum shall include a detailed justification.

b. *Assignment*

The recipient shall insert a clause in all contracts subject to this article reserving its right to assign the contract to a third party should a successor recipient be selected by NSF.

Flow down of appropriate provisions of the applicable cooperative agreement Financial and Administrative Terms and Conditions (CA-FATCs), and any special conditions included in the agreement must be included in the contract(s).

c. *Notification to Proceed*

After review, if NSF provides written notification to proceed to the recipient, this notification shall not be construed as a determination by NSF of the allowability of any cost under the contract. Note: The review of contracts, is necessary for verifying estimated costs and proposed activities and ensuring compliance with the terms and conditions of the award. NSF will not review the agreements for legal sufficiency.

**60. Incurred Cost Submissions of Financial Expenditure Data**

In accordance with the American Innovation and Competitiveness Act (Public Law 114-329), and the National Science Foundation's Large Facilities Manual, all awardees receiving an award of \$70 million or greater in total project costs are required to submit annual incurred cost submissions of financial expenditures for all major multi-user research facility projects.

The recipient must submit the annual submission of financial expenditures electronically to the cognizant NSF Grants and Agreements Officer within 120 days after the end of each funding year (annual performance period). The recipient will submit the data in the format specified in



the [NSF Large Facility Financial Data Collection Tool](https://www.nsf.gov/bfa/lfo/lfo_documents.jsp) found at:  
[https://www.nsf.gov/bfa/lfo/lfo\\_documents.jsp](https://www.nsf.gov/bfa/lfo/lfo_documents.jsp).

## **61. NSF-Owned Equipment and Real Property**

The following Article applies to all NSF-owned equipment and real property as designated in the CA or CSA. All other provisions of CA-FATC, Article 6., "Equipment", remain applicable.

### *a. Annual Inventory Report*

For all NSF-owned equipment and real property having an original acquisition cost of \$5,000 or more, the awardee must submit an annual inventory report to the NSF Property Administrator, Division of Administrative Services (DAS). The report must include all NSF-owned equipment and real property purchased or constructed, including land and buildings, under one or more NSF awards or acquired by screening excess through the General Services Administration (GSA); and specify the award number, the type of equipment or property, serial number, acquisition price, acquisition date, current book value, and condition of the NSF owned equipment and real property.

The report also should include a description of Construction-in-Progress (CIP) and Work-in-Progress (WIP) items and construction costs incurred to date. CIP is defined as real property that is in the process of being manufactured or fabricated but is not yet complete. WIP is defined as equipment that is in the process of being manufactured or fabricated but is not yet complete. CIP and WIP consist of the costs of direct materials, direct labor, direct purchased services and indirect costs, including general and administrative and overhead costs. Costs coded as such should not be depreciated. The inventory report should be submitted electronically to [fsrpts@nsf.gov](mailto:fsrpts@nsf.gov) with a copy to the cognizant NSF Grants and Agreements Officer and must be received no later than August 15 each year.

### *b. Reservation by Government*

The Government reserves the right to erect buildings (except at locations owned by the awardee, in which case awardee approval must be obtained), provide facilities and furnish materials, equipment, machinery, tools or services, including communication services, as may be needed for the work.

### *c. Responsibility of the Awardee*

1. The awardee is responsible and accountable for the management, control and use of all property furnished or acquired under the agreement.

2. In accordance with the award specific terms of the agreement and with 2 CFR § 200.313, the awardee shall maintain complete property and financial records and accounts pertaining to property furnished or acquired under the agreement.

3. The awardee shall account for all NSF-owned equipment not consumed in the performance of the agreement until relieved of such responsibility. The awardee shall furnish to the cognizant NSF Grants and Agreements Officer and the NSF Property Administrator all data necessary to substantiate any request for discharge from this responsibility.

4. The awardee shall inform the cognizant NSF Grants and Agreements Officer and the NSF Property Administrator in writing when inventoried NSF-owned equipment for which the awardee is responsible is located at a place other than the awardee's location and is not being used in connection with the work under the agreement.

5. The awardee must report any loss or destruction of, or damage to, Government valuables in shipping per the Claims Pursuant to the Government Losses in Shipment Act, 31 CFR 361. This includes shipment inspections, record keeping, reporting of any loss, and claims for replacement.

(a) Whenever the awardee ships government-titled scientific equipment or related works such shipments may be subject to coverage of valuables under the Government Losses in Shipment Act. Accordingly, the awardee must follow the steps provided at 31 CFR 361.4 through 361.6. Should event of loss, destruction or damage occur, the awardee will promptly notify NSF and provide sufficient information for NSF to file such report(s) and make such claim(s) as identified at 31 CFR 361.7 through 361.9.

(b) In preparing shipments consistent with 31 CFR 361.4, the awardee must ensure that:

(i) each shipment is inspected and verified by two responsible employees before final preparation (i.e., before sealing, locking, etc.) for delivery to the person, corporation or other entity effectuating the shipment; and

(ii) shipment will be finally prepared for delivery in the presence of the two employees and before leaving their immediate control.

(c) If strict compliance with the provisions at (b) is impossible or impracticable, the awardee will ensure that administrative officers have made adequate provision, through the establishment of accounting controls or otherwise, for the maintenance of basic records, which will enable them to prove the extent of loss, destruction, or damage in connection with a claim.

(d) The requirements of shipments under (b) and (c) apply irrespective of the carrier or method of transportation employed in making the shipments.

(e) In accordance with 31 CFR 361.5, the awardee must ensure that a record of each shipment is maintained to include:

(i) The name and address of the consignee designated to receive the shipment;

(ii) A complete description of the contents of the shipment;

(iii) The replacement value of the shipment;

(iv) The registry number or the lock and rotary numbers, if any, under which shipped;

(v) The number of the registry receipt, or other receipt of the carrier;

(vi) The date and hour of delivery to the carrier;

(vii) A record of the signatures of the employees who verified the contents of the package and witnessed its sealing;

(viii) A record of the signature(s) of the employee(s) who thereafter had custody of the package until it was delivered to the carrier for shipment; and

(ix) The name of the carrier.

(x) The awardee must preserve, until assured that shipment has been completed and no claims action will be initiated, all registry receipts or other carriers' receipts, and other documents incidental to the shipments.

d. *Access to Records and Property*

The awardee agrees to provide access to all property records associated with the agreement to the authorized NSF representatives during reasonable times at the office of the awardee. In addition, access to any premises where NSF-owned property is located will be provided for the purpose of inspecting such property.

e. *Maintenance and Repair*

The awardee shall maintain and administer, in accordance with sound business practice, a program for the maintenance, repair, protection and preservation of NSF-owned property so as to assure its full responsibility and usefulness for the performance of the work under the agreement.

f. *Inventories*

Upon the expiration or termination of the agreement, and such other times as directed by the cognizant NSF Grants and Agreements Officer, the awardee shall submit inventory schedules to the cognizant NSF Grants and Agreements Officer and the NSF Property Administrator covering all items of NSF-owned property not consumed in the performance of the work.

g. *Disposition*

1. No disposition shall be made of NSF-owned property without the prior written approval of the cognizant NSF Grants and Agreements Officer. However, in the case of trade-in or dismantle/scrap, the awardee is only required to notify the NSF Property Administrator.

2. NSF-owned property shall remain in the possession of the awardee for such period of time as required for the performance of the work under the agreement unless the cognizant NSF Grants and Agreements Officer determines that the interests of the Government require removal of such property.

3. With the prior written authorization of the cognizant NSF Grants and Agreements Officer the awardee shall transfer or otherwise dispose of NSF-owned property accumulated under the agreement upon the written approval of the NSF Property Administrator cognizant. The awardee itself may seek to acquire title to such property.

The proceeds from any such transfer or disposition or the agreed price for any property, title to which is so acquired by the awardee, shall be applied in reduction of any payments to be made

by the NSF to the awardee under the agreement, or shall otherwise be paid in such manner as the cognizant NSF Grants and Agreements Officer may direct.

*h. Awardee's Liability for Government Owned Equipment and Property*

1. Except as otherwise specifically provided, the awardee shall not be liable for loss or destruction of or damage to any property purchased or otherwise acquired by it in connection with the award, including NSF-owned property, unless such loss, destruction or damage results from the willful misconduct or lack of good faith on the part of any of the awardee's directors or officers, or on the part of any of her/his managers, superintendents or other equivalent representatives, who have supervision or direction of

(a) all or substantially all of the awardee's business or

(b) all or substantially all of the awardee's operations at any one plant or separate location in which the agreement is being performed or

(c) a separate and complete major industrial operation in connection with the performance of the agreement.

2. Unless specifically authorized by the cognizant NSF Grants and Agreements Officer (note that express statutory authority is required prior to consideration of insuring government property), the awardee will not be reimbursed for the cost of insurance covering loss or destruction of or damage to NSF-owned property.

3. In the event of loss, or destruction of, or damage to NSF-owned property, arising from any cause, the awardee shall, to the extent reasonable and practical, promptly notify the cognizant NSF Program Officer, Grants and Agreements Officer and the NSF Property Administrator and take all reasonable steps to protect the property from further damage, separate the damaged and undamaged NSF-owned property, put all the property in the best possible order and furnish to the cognizant NSF Grants and Agreements Officer a statement identifying:

(a) The lost, destroyed and damaged NSF-owned property;

(b) The time and origin of the loss, destruction or damage;

(c) All known interests in commingled property of which the NSF-owned property is a part; and

(d) The insurance, if any, covering any part of or interest in such commingled property.

4. The awardee, to the extent reasonable and practical, may make repairs and renovations of damaged NSF-owned property, except that major repairs and renovations shall be made only with the approval of the cognizant NSF Program Officer and Grants and Agreements Officer.

5. In the event the awardee is indemnified, reimbursed or otherwise compensated for any loss or destruction or damage to NSF-owned property, it shall use the proceeds to repair, renovate or replace the NSF-owned property involved, or shall otherwise reimburse the Government, as directed by the cognizant NSF Grants and Agreements Officer.

The awardee shall do nothing to prejudice the Government's right to recover against third parties for any such loss, destruction or damage and, upon the request of the cognizant NSF Grants and Agreements Officer, shall, at the Government's expense, furnish to the Government all

reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

6. This Article shall not be construed as relieving a subrecipient from liability for loss or destruction of or damage to NSF-owned property in its possession or control, except to the extent that the subaward, with the prior written approval of the cognizant NSF Grants and Agreements Officer, may provide for the relief of the subrecipient from such liability. In the absence of such approval, the subaward shall contain appropriate provisions requiring the return of all NSF-owned property in the same condition as when received except for reasonable wear and tear or for the utilization of the property in accordance with the provisions of the prime agreement.

7. Where the subrecipient has not been relieved from liability for any loss or destruction of or damage to NSF-owned property, the awardee shall enforce the liability of the subrecipient for such loss or destruction of or damage to the NSF-owned property for the benefit of the Government.

## **62. Financial Statement Disclosure of NSF-Owned Equipment & Property**

If the awardee anticipates having Government Owned Equipment over \$70 million, the awardee must disclose the total book value of individual NSF-Government Owned equipment and property assigned to its custody under this award as a separate line item in the balance sheet and/or as a footnote in the audited financial statements. The listing should include all NSF-Government Owned Equipment and property purchased or constructed, including land and buildings under the award or acquired by screening excess through the GSA. This requirement does not supersede any financial reporting requirements required by the Financial Accounting Standards Board or American Institute of Certified Public Accountants.

Book value is defined as the original cost of the asset less any depreciation or amortization expense incurred as of the audited Balance Sheet date. A copy of the organization's most recent audited financial statements should be submitted electronically to [fsrpts@nsf.gov](mailto:fsrpts@nsf.gov) and must be received no later than August 15 each year. If financial statements are not available electronically, a paper copy should be submitted to:

National Science Foundation  
Division of Financial Management  
Attention: Accounting Operations Branch  
2415 Eisenhower Avenue, W 6400  
Alexandria, Virginia 22314

## **63. Notification of Property Damage**

In the event that the facility or any of its systems suffers damage in excess of \$10,000, or causes damage to other property in excess of \$10,000, a notification must be provided to the cognizant NSF Program Officer by email within 24 hours. If the damage results in the inability of the awardee to carry out NSF supported research or occurred during an NSF supported project, a full report of the incident should be submitted to the cognizant NSF Program Officer no later than seven days after the awardee becomes aware that NSF research will be impacted or seven days after the event if it occurs during an NSF supported research project.

#### **64. Master Site Plan**

a. When required by the cognizant NSF Program Officer, a Master Site Plan pertaining to the facility supported under the cooperative agreement must be provided as specified below:

1. The Master Site Plan will be provided to the cognizant NSF Program Officer by October 1 of each year.

2. No requests for approval of rent, lease, purchase or renovation of lands, buildings, structures or facilities will be considered by the cognizant NSF Program Officer or the cognizant NSF Grants and Agreements Officer without a current Master Site Plan submitted for that fiscal year.

3. Each Master Site Plan will include:

(a) A map that identifies:

(i) The location, boundaries and acreage of NSF-owned and/or leased lands;

(ii) The location of existing buildings, structures and facilities; and

(iii) Location of proposed buildings, structures and facilities.

(b) Usage Chart that sets forth in table format:

(i) The identification of land (or segments thereof), buildings, structures or facilities use;

(ii) The placement within these of equipment types; and

(iii) An explanation, if any of these is not being utilized with recommendations for retention or disposal.

(c) A Statement of Need for additional lands, buildings, structures and facilities in addition to those above must be supported by a new space needs assessment and an updated Master Site Plan should be submitted to NSF at least two fiscal years in advance of any specific need and that includes:

(i) The statement of specific needs, including why existing space is not adequate to meet that need;

(ii) Any geographic restrictions;

(iii) A supported request that justifies rent, lease, acquisition, construction or renovation activities with associated cost estimates from qualified individuals; and

(iv) When relocating to temporary science space submit an accompanying "Temporary Science Project Relocation Plan" with actual projected Time Line and Costs for any of the above requests that will affect projects underway.

## **65. Lease or Purchase of Additional Space**

a. Requests for NSF approval to lease or purchase additional space must include justifying documentation sufficient to assess the request, as applicable. Approval by the cognizant NSF Program Officer and the cognizant NSF Grants and Agreements Officer is required prior to:

1. Acquiring real property or interest therein with direct or indirect Federal funds provided under the agreement;
2. Issuing, refinancing or altering bonds used to finance the acquisition of real property;
3. Establishing new facilities; or
4. Establishing a Lease/Purchase Space arrangement.

b. A lease/purchase analysis for proposed space must be conducted in accordance with the requirements of [2 CFR § 200.318 "General Procurement Standards"](#).

## **66. Government Performance and Results Act**

Under the GPRA Modernization Act of 2010, NSF is required to report on the Federal Performance Goals for Facilities. This may include the collection and submission of specific data related to the NSF GPRA requirements. The awardee will be required to submit estimates of the relevant performance metrics early in the fiscal year (by December 31) and actuals shortly after the fiscal year end (by October 31).

All facilities with an annual budget exceeding \$1,000,000 must report on their operations activities; and all construction/upgrade projects that exceed a total project cost of a specified threshold must report on their construction/upgrade activities. Therefore, the awardee will be required to submit reports related to the GPRA performance goals to the cognizant NSF Program Officer.

For further information on GPRA, see the [NSF GPRA Home Page](#).

## **67. Information Security**

Security for all information technology (IT) systems employed in the performance of this award, including equipment and information, is the awardee's responsibility. Within a time mutually agreed upon by the awardee and the cognizant NSF Program Officer, the awardee shall provide a written Summary of the policies, procedures and practices employed by the awardee as part of the awardee's IT security program, in place or planned, to protect research and education activities in support of the award.

The Summary shall describe the information security program appropriate for the project including, but not limited to: roles and responsibilities, risk assessment, technical safeguards, administrative safeguards, physical safeguards, policies and procedures, awareness and training and notification procedures in the event of a cyber-security breach. The Summary shall include the awardee's evaluation criteria that will measure the successful implementation of the IT Security Program. In addition, the Summary shall address appropriate security measures required of all subrecipients, researchers and others who will have access to the systems employed in support of this award.

The Summary will be the basis of a dialogue which NSF will have with the awardee, directly or through community meetings. Discussions will address several topics, such as, but not limited to, evolving security concerns and concomitant cyber-security policy and procedures within the Government and at the awardee, available education and training activities in cyber-security and coordination activities among NSF awardees.

## **68. Software Development**

a. The awardee agrees that any new software or prototypes developed under this agreement will be released via a code management system accessible by NSF under an open source license that is among those listed with the Open Source Initiative ([www.opensource.org](http://www.opensource.org)) and is consistent with data rights and intellectual property clauses of the CA-FATC, and otherwise the Uniform Guidance more generally. Such software will be accompanied with appropriate documentation and specifications to permit independent validation of its performance with respect to the final design products of this award.

b. The awardee agrees that the design documents produced under this award will include specifications for adequate open-source licensing, documentation standards, and unit-testing procedures to ensure that the entire functionality of the design is replicable and transferable to NSF or any party it may designate in the future.

c. Software design, prototype, and all documentation for the final design shall be made fully transferable upon direction of NSF. NSF may make the software design, prototype, and documentation for the final design available to competitors for review during any anticipated recompetition of the project.

## **69. Rights in Data Necessary for the Operation and Management of the Facility**

a. Notwithstanding the CA-FATC Article entitled, "Copyrighted Material," the awardee grants to the National Science Foundation in perpetuity the right to use and reproduce data produced under this award without charge or additional expense (except for whatever reasonable costs are incurred by the awardee to reproduce the data) as necessary for the operation and management of the facility. This includes the right to make such data available to any party interested in competing for any subsequent award to operate and manage the facility, and any awardees the National Science Foundation selects as a result of these competitions.

b. The types and kinds of data deemed necessary for the operation and management of the facility, includes, but is not limited to:

1. Preventive maintenance guides
2. Preventive maintenance histories
3. Operating manuals and similar plans
4. Facility and instrument drawings (including design, shop and as-built drawings), designs and specifications
5. Schematics
6. Warranty data



7. Schedules
8. Software and manuals developed under these award funds
9. Inventories
10. Document indices
11. Subawards, contracts and vendor agreements
12. Operations reports
13. Memoranda with third parties pertaining to the award
14. Safety manuals

c. Rights acquired by NSF under this article do not include rights in any data produced solely for scientific research purposes or studies.

d. The awardee must seek NSF approval to introduce data that was not originated under the award, if such data will be critical to operate and/or manage the facility. NSF will consider any limitations on transferability of the data to a future awardee, as well as potential complications of any proprietary claims to the data prior to approving its use.

e. The awardee shall ensure that the requirements of this article flow down to all subrecipients, subcontractors and vendors at all tiers.

## **70. Health and Safety**

a. The awardee shall take all reasonable precautions in the performance of the work under the agreement to protect the health and safety of employees and of members of the public from all hazards and to minimize danger to life and property, and shall comply with all applicable health, safety, and fire protection laws, regulations, and requirements.

b. The recipient shall maintain an accurate record of all cases of death, occupational disease or injury arising out of, or during an employment incident to performance of the work under the agreement.

c. Cases of personal injury shall be reported to NSF as follows:

If an employee or visiting scientist becomes seriously injured or ill at the facility, the operator will notify the cognizant NSF Program Officer by email within 24 hours, with a full written report submitted within seven (7) days after the awardee becomes aware of said injury or incapacity. A "serious injury" or "serious illness" means an injury or illness which renders the individual unfit for service for at least 48 hours, or which results in the payment of medical and/or other benefits in excess of \$10,000.

## **71. Notice to the Government of Labor Disputes**

a. If the Awardee has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the agreement, the awardee shall immediately give notice, including all relevant information, to the cognizant NSF Grants and Agreements Officer.

b. The awardee agrees to insert the substance of this article in any subaward, contract or other contractual arrangement to which a labor dispute may delay the timely performance of the agreement. Each contract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the contractor shall immediately notify the next higher tier contractor or the prime awardee, as the case may be of all relevant information concerning the dispute.

## **72. Energy Conservation**

a. In accordance with sustainability reporting, the Awardee shall provide complete, legible electronic copies of invoices for utilities and waste disposal and recycling services on an annual basis to the NSF Sustainability Officer, at [nfsustainability@nsf.gov](mailto:nfsustainability@nsf.gov). Invoice copies are due by March 31 each year and should cover twelve months, from October 1 through September 30 of the prior year, or sufficient to account for the twelve-consecutive month period most closely approximating the U.S. Government Fiscal Year. This requirement applies to all federally-owned buildings that are: 1) located in the United States or its territories; 2) more than 10,000 square feet in size; and 3) currently used as office, laboratory, information technology room or center, or dormitory space.

b. Utility invoices include consumption and costs for gas, electricity, steam, hot water, and chilled water. The awardee should not provide utility invoices for warehouse space, or any other building that does not meet the criteria above, unless the charges are not separate, or unless the building is also used as occupied office space. The awardee must indicate whether each building has one or more separate utility meters specific to that building only.

c. Waste disposal invoices must include the amount and cost of waste removed by waste disposal services for disposal in landfills or by incineration. The amount of recycling removed, if not available, is not required to be provided, however any available recycling invoices must be submitted. Waste disposal and recycling invoices must cover services for the facility as a whole, rather than for individual buildings.

d. NSF will use the data for internal monitoring of sustainability activities and shall retain the data as part of the mandated reporting and property management operational cost records. The data may also be provided to the Office of Management and Budget (OMB) and the Council on Environmental Quality (CEO/OFEE) to document cost savings from facility improvements.

## **73. Environmental Compliance**

The Awardee acknowledges that NSF, as a federal agency, must satisfy its compliance obligations under federal environmental laws, including the National Environmental Policy Act, 42 U.S.C. §§ 4321, *et seq.*, the National Historic Preservation Act, 541616 U.S.C. §§ 300101470470, *et seq.*, and the Endangered Species Act, 16 U.S.C. §§ 1531, *et seq.* The Awardee shall cooperate to the fullest extent possible with NSF's efforts to meet those obligations for any proposed activities warranting such compliance.

The Awardee must not undertake any activity that may be subject to federal environmental laws until NSF has satisfied its environmental compliance obligations, as evidenced in writing by the cognizant NSF Grants and Agreements Officer.

#### **74. Notice to NSF of Environmental Liability**

The awardee must exercise due care in assessing government property under the agreement and notify both the cognizant NSF Program Officer and Grants and Agreements Officer promptly in the event of imminent or actual environmental contamination or the need for environmental cleanup (including, but not limited to, contamination or cleanup resulting from an accident connected to or arising from the government property, or the presence, leakage or spill of hazardous materials). Such notice must be made as soon as practicable following any immediate mitigation efforts, as appropriate, and contacts made to requisite agencies. Notice to

NSF must be made no later than 48 hours after the awardee's knowledge of the event. Examples of due care may include, but are not limited to, visual site inspection of any portions of the property where environmental contamination is likely or suspected, or other reasonable measures.

### **Additional Supplemental Financial & Administrative Terms and Conditions for Federally Funded Research and Development Centers**

The CA-FATC are supplemented with the following additional supplemental Financial & Administrative Terms and Conditions that are specific to Federally Funded Research and Development Centers and do not apply to Major Multi-User Research Facility Projects Facilities.

#### **1. Authorization and Consent**

The Government hereby gives its authorization and consent for all use and manufacture of any invention described in and covered by a patent of the United States in the performance of this cooperative agreement or any part hereof or any amendment hereto or any subaward hereunder (including any lower-tier subaward).

#### **2. Radio Frequency Assignments**

No equipment requiring frequency assignment shall be tested and operated until a formal assignment of the necessary frequencies has been made pursuant to Section 31.12(c) of Office of Management and Budget Circular No. A-11, and Section 8.2.5 of the Manual of Regulations and Procedures for Federal Radio Frequency Management, United States Department of Commerce, National Telecommunications and Information Administration. All requests for radio frequency assignments required in support of the agreement should be submitted to the NSF's Electromagnetic Spectrum Management Unit (ESMU) via [esm@nsf.gov](mailto:esm@nsf.gov) not less than 120 days before the date that the frequency assignment is required. NSF will notify the awardee of the approval or the status of the request 60 days after submission of the request to the ESMU.

#### **3. General Services Administration Sources of Supply**

The awardee is authorized to utilize GSA supply sources for goods and services, including the use of interagency motor pool vehicles and related services. The awardee will comply with applicable GSA regulations and NSF instructions concerning purchase from GSA sources of

supply. The use of interagency motor pool vehicles, their service and maintenance and the use of related services by the awardee shall be in accordance with 41 CFR 101-39.

#### **4. Non-Renewal of the Cooperative Agreement**

In the event that the agreement is not renewed, the awardee agrees to provide for an orderly and efficient transition to the successor awardee selected by NSF.

NSF agrees to provide written notice fifteen months prior to non-renewal of the cooperative agreement, unless the notice is not possible due to an Executive or Congressional mandate.

Upon non-renewal notification, the awardee shall submit to NSF a comprehensive cost estimate and analysis of costs related to the agreement termination or non-renewal that have been documented and verified by an audit performed by an independent certified public accountant (hereafter referred to as audit). These costs may include medical insurance, severance pay or other costs for awardee employees under this agreement. The awardee also may submit costs related to the awardee nonrenewal of subawards related to work supported by this agreement.

Determination of the allowability of these costs and the consideration of funds available to NSF to pay these costs will be made by NSF at the time of termination or nonrenewal. NSF will make every effort to obtain funding sufficient to cover the allowed costs subject to the availability of funds for this purpose. Nothing, however, in this Article may be interpreted to imply that the United States Congress will appropriate funds to meet the requirements of this Article.

#### **5. Motor Vehicle Management**

The awardee acknowledges that NSF must satisfy its compliance obligations under Federal motor vehicle policies. In cases where government owned vehicles are purchased, the awardee must adhere to [Federal Management Regulation 41 CFR 102-34](#), Motor Vehicle Management.