



**National Science Foundation (NSF)  
National Academy of Sciences (NAS)  
Master Agreement for Unsolicited Proposals  
January 2006**

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**Table of Contents**

<b>Article</b>	<b>Subject</b>
1.	Introduction
2.	Applicability
3.	Definitions
4.	Policy
5.	Submission, Evaluation and Award Procedures
6.	Cost Principles and Indirect Costs
7.	Automated Clearinghouse System (ACH)
8.	Financial Management System
9.	Federal Advisory Committee Act
10.	General Conditions
11.	F.L. 26 – Administration of NSF Conference or Group Travel Award Special Conditions <a href="http://www.nsf.gov/pubs/gc1/fl2602.pdf">http://www.nsf.gov/pubs/gc1/fl2602.pdf</a>
12.	Current Indirect Cost Rate <a href="http://rates.psc.gov/docs/ud035005.html">http://rates.psc.gov/docs/ud035005.html</a>

### **Article 1. Introduction**

a. The National Academy of Sciences is a private, nonprofit organization, incorporated by an Act of Congress in 1863, which is empowered to create its own organization and by-laws. The National Academy of Sciences' Act of Incorporation requires that it and its sister organizations collectively known as the National Academies "shall, whenever called upon by any department of the Government, investigate, examine, experiment and report upon any subject of science or art..." The National Academies and the NSF have had a long and mutually satisfactory relationship since the formation of the NSF in 1950. In recognition of the unique status of the National Academies and the mutual interest of the Government and the National Academies in matters of scientific importance to the nation, the parties under Master Agreement for Unsolicited Proposals and Master Agreement for Standing Committees have for the past years jointly formulated procedures and practices which have permitted the National Academies to bring the forces of its offices to bear on national scientific and technological questions.

b. The Director of the National Science Foundation and the President of the National Academy of Sciences appointed separate task forces to investigate and recommend procedures, mechanisms, and techniques whereby the two organizations could further improve working relationships and maximize the contributions of the National Academies to the Nation's scientific and technological activities. One result of these deliberations was a decision to divide the National Academies' proposals into two categories according to their origin or the procedures applicable to these two categories. The parties have therefore negotiated this agreement which will supercede Agreement 0239565 as of January 1, 2006. Efforts which are in process as of that date will continue under Agreement 0239565 until their expiration date, but renewals and any new awards made after January 1, 2006 will be covered by this Master Agreement for Unsolicited Proposals General Conditions (MAUP-GC).

This Master Agreement Grant General Conditions is effective for five years and will expire December 31, 2010.

### **Article 2. Applicability**

It is understood and agreed that all unsolicited proposals from the National Academies to the NSF, as defined in Article 3 of this Agreement, and only those proposals, will be submitted and evaluated according to this agreement. Any awards made as a result of such unsolicited proposals will also be administered according to this agreement.

### **Article 3. Definitions**

The following words used in this agreement will have the meanings defined in this paragraph throughout the agreement.

a. Procurement: An action by the Federal Government to acquire by purchase or lease, supplies or services for the direct benefit or use of the Government.

b. Request for Proposals: A written solicitation for proposals to satisfy a Government procurement objective. Such a solicitation is generally issued under the authority of and is governed by the Federal Acquisition Regulations (FAR). All NSF requests for proposals are signed by a duly authorized NSF Contracting Officer.

c. General Support. Funds provided to support the basic operation of a National Academies standing committee to enable it to carry out the activities stipulated in an award made under this agreement.

d. Unsolicited Proposal: Any written request for funds submitted by the National Academies to the NSF other than (1) a proposal submitted in response to a request for proposals, or (2) a proposal requesting general support for a National Academies standing committee.

e. Program Description: The term "program description" includes broad, general descriptions of programs and activities in NSF Directorates and Divisions, such as those included in NSF's Guide to Programs, [http://www.nsf.gov/funding/browse\\_all\\_funding.jsp](http://www.nsf.gov/funding/browse_all_funding.jsp). Program descriptions are often posted on Directorate/Division websites to encourage the submission of proposals in specific program areas of interest to NSF. Program descriptions, like program announcements, utilize the generic eligibility and proposal preparation instructions specified in the *Grant Proposal Guide*, as well as the National Science Board (NSB) approved merit review criteria.

These funding opportunities do not require specific cost sharing beyond the required statutory (1%) amount, or normally specify additional award conditions or reporting requirements. (Additional information on NSF cost sharing requirements can be found in GPG [Chapter II, Section C.2.g.xii](#) and in the [Grant Policy Manual Section 330](#).) Proposals submitted in response to program descriptions are considered "unsolicited."

f. Program Announcement: The term "program announcement" refers to formal NSF publications that announce NSF programs. Program announcements and program descriptions (see 3.e. above) are the primary mechanisms used by NSF to communicate opportunities for research and education support, as well as to generate proposals. Program announcements utilize the generic eligibility and proposal preparation guidelines specified in the GPG and incorporate the National Science Board (NSB) approved merit review criteria. These funding opportunities do not require specific cost sharing beyond the required statutory (1%) amount, or normally specify additional award conditions or reporting requirements. (Additional information on NSF cost sharing requirements can be found in GPG [Chapter II, Section C.2.g.xii](#) and in the [Grant Policy Manual Section 330](#).) Proposals submitted in response to program announcements also are considered "unsolicited."

g. Program Solicitation: The term "program solicitation" refers to formal NSF publications that encourage the submission of proposals in specific program areas of interest to NSF. They generally are more focused than program announcements, and normally apply for a limited period of time. Competition among proposals is more precisely defined than with program announcements. Program solicitations are issued when the funding opportunity has one or more of the following features:

- Provides supplemental proposal preparation guidance or deviates from the guidelines established in the NSF *Grant Proposal Guide*;
- Contains additional specially crafted review criteria relevant to the program;
- Contains specific proposal deadline dates for the submission of full proposals;

- Deviates from (or restricts) the standard categories of proposers specified in NSF Grant Proposal Guide;
- Limits the number of proposals that may be submitted by any organization and/or researcher/educator;
- Specifies additional award conditions or reporting requirements;
- Anticipates use of a cooperative agreement;
- Includes specific cost sharing requirements; or
- Permits inclusion of the payment of fees to awardees, when appropriate.

When a program solicitation is used, the proposals received compete directly with each other. Proposals submitted in response to program solicitations are considered "solicited." This means that the resulting awards are not subject to the statutory cost sharing requirement. Cost sharing is not required unless explicitly included in the solicitation.

Not all of the definitions given in this section are used in this agreement. However, they are essential in distinguishing among the types of activities funded under the two master agreements. Therefore, all the definitions are included in each of the agreements.

#### **Article 4. Policy**

It is understood and agreed that:

a. This is an agreement to set forth the general policies and procedures applicable to unsolicited proposals for support of the National Academies activities and any resulting awards. It may be amended only by mutual agreement of the parties and may be terminated in its entirety upon thirty (30) days written notice to the other party, except that this agreement may be terminated at any time if the parties fail to agree upon any deletion, amendment or addition to this agreement which is required by a statute or regulation that is binding on the NSF. No deletion, modification, addition to or termination of this agreement shall affect any awards made by the NSF to the National Academies under the authority of the agreement which have an effective date prior to the deletion, modification, addition to or termination.

b. In case of a conflict among the various documents listed below in this subparagraph, the order of precedence shall be as follows: (1) the specific provisions of an award made under this agreement, (2) this agreement and (3) the current NSF guidelines or program announcement that covers the particular program under which funding is requested by the National Academies. In addition, the general policy enunciated in the current NSF *Grant Policy Manual* (GPM), [http://www.nsf.gov/pubs/manuals/gpm05\\_131/index.jsp](http://www.nsf.gov/pubs/manuals/gpm05_131/index.jsp) (presently NSF 05-131, revised July 2005), will govern all awards made under this agreement. To the extent applicable, any policy or procedural change introduced by a NSF "Important Notice" or "Grant Policy Manual Amendments" to all awardees will also apply to awards made under this agreement. In the event that such changes affect the substantive aspects of the work undertaken, the parties will seek a mutually agreeable solution.

c. Awards made under the authority of this agreement will be issued to the National Academy of Sciences in the form of a grant or a cooperative agreement.

d. This agreement is in effect for a period of five years, expiring November 30, 2010. Based on mutual agreement of the parties concerned, the agreement may be renewed for succeeding periods.

#### **Article 5. Submission, Evaluation and Award Procedures**

a. Except as described in this agreement, unsolicited proposals will be submitted, evaluated and awarded in accordance with the procedures contained in the documents listed in Article 4.b. above [except Article 4.b(1)]. All proposals will include a statement that they are being submitted in accordance with this agreement.

b. All proposals will be submitted in accordance with the following procedures:

1. Proposals to NSF must be submitted electronically via the FastLane system. Proposals will not be sent directly to the Director, NSF.

2. All proposals must be signed by an authorized representative of the National Academies Office of Contracts and Grants and the National Academies' representative responsible for scientific aspects of the proposed activity.

3. All proposals shall set forth the background leading up to the proposals submitted under this Master Agreement, the reasons for submitting the proposals in terms of objectives, the specific work which the National Academies proposes to undertake, the final products or reports which will result from the work, and the final products or reports which will be delivered to the NSF. The NSF may request additional or clarifying information.

4. If funding is anticipated from more than one government agency, the proposal should specify the amount of funds expected from each agency. In addition, if the NSF is to act as Executive Agent for the Government in supporting and monitoring the activity on behalf of several agencies, the National Academies will include in their proposal the names, if known, of the individuals in the other agencies who may be contacted in regard to the proposal.

5. All proposals will include a separate budget for each 12-month period and a budget justification.

6. If the National Academies have received an NSF award in the past 5 years for a similar project, the following documentation will be required in a section of the proposal entitled "Results from Prior NSF Support":

- the NSF award number, amount and period of support;
- the title of the project;
- summary of the results of the completed work, including, for a research project, any contribution to the development of human resources in science and engineering;
- publications resulting from the NSF award;
- brief description of available data, samples, physical collections and other related research products not described elsewhere; and
- if the proposal is for renewed support, a description of the relation of the completed work to the proposed work.

Reviewers will be asked to comment on the quality of the prior work described in this section of the proposal. Please note that the proposal may contain up to five pages to describe the results. Results may be summarized in fewer than five pages, which would give the balance of the 15 pages for the Project Description.

c. If approved, an award will generally be made in the form of a continuing grant or a cooperative agreement, normally for a period of two to five years with funding increments provided each year. To obtain each funding increment (called "continued support"), the National Academies' will submit via FastLane an annual project report to the cognizant Program Officer at least three months prior to the end of the current funding period. See [Chapter VI, Section H.1](#), of the NSF *Grant Proposal Guide* for information on NSF's electronic reporting system available via the FastLane system.

d. The National Academies' is required to use NSF's electronic project-reporting system, available through FastLane, for preparation and submission of annual and final project reports. Such reports provide information on project participants (individual and organizational); activities and findings; publications; and, other specific products and contributions. Submission of the report via FastLane constitutes certification by the PI that the contents of the report are accurate and complete.

e. Proposals for renewals of awards previously made under this agreement will be submitted and evaluated, and will compete with all other pending proposals and must be submitted at least six months before additional funding is required or consistent with an established deadline, target date or submission window. In preparing a renewal proposal, proposer should assume that reviewers will not have access to previous proposals.

f. The National Academies may authorize a one-time extension of the expiration date of the grant up to 12 months if additional time beyond the established expiration date is required to assure adequate completion of the original scope of work using the funds already made available. This one-time extension may not be exercised merely for the purpose of using the unliquidated balances. The National Academies shall notify NSF, providing supporting reasons for the extension and the revised expiration date, at least ten days prior to the expiration date specified in the grant to ensure the accuracy of NSF's grant data. All National Academies authorized extension notifications must be submitted via the FastLane system. For extensions provided by the National Academies, no amendments will be issued.

g. If a supplement to an existing award is required, the requests should be submitted electronically by using the "Supplemental Funding Request" function in FastLane and should include a brief description of the request, a budget and a budget justification. Requests must be submitted at least two months before funds are needed. Funding decisions will be made on the basis of the justification and availability of program funds with any resultant funding provided through a formal amendment of the existing NSF grant.

NSF will not approve requests for supplemental support for such purposes as defraying the costs of increases in salaries, wages or staff benefits or for additional indirect cost reimbursement, whether caused by a change in the indirect cost rate or by changes in direct cost expenditures which affect the indirect cost base.

Only in exceptional cases will more than one supplement be approved.

**Article 6. Cost Principles and Indirect Costs**

The Cost Principles contained in OMB Circular A-122 for non-profit organizations as prescribed in Subpart 31.7 of the Federal Acquisition Regulations (FAR), or the applicable subpart if the FAR changes in such a way that a different subpart is applicable to the National Academies, will be the governing set of principles for expenditures incurred under this agreement. The National Academies' authorized indirect cost rates shall apply to all awards made under this agreement see Article 12. The National Academies' cognizant auditor, The Office of Naval Research (ONR), has reviewed and approved the use of these rates for the period January 1, 2005 until amended. ONR has approved, and NSF agrees to the use of Facilities Capital Cost of Money as an allowable cost. The National Academies' rates are fixed and negotiated annually with carryforward provisions. Rather than modify this agreement each year, NSF agrees to the National Academies' use of whatever the approved ONR indirect rates are at the time of proposal submission and/or invoicing.

Conferences and Workshops: In accordance with the current Negotiated Indirect Rate Agreement negotiated with and agreed to by the Office of Naval Research and in accordance with the Academy's long-standing accounting practices, all travel in connection with conference and workshop awards may be assessed the Academy's G&A and applicable cost of money rate for the general administration of this type of project.

**Article 7. Automated Clearinghouse System (ACH)**

The NSF has determined that the National Academies meet the requirements stipulated for an organization to be issued advance funds by electronic funds transfer (EFT). Therefore, all actions to be taken under this agreement will be funded through ACH Vendor Number 001914192391.

**Article 8. Financial Management System**

It is agreed that the National Academies will maintain a financial management system which meets the requirements of OMB Circular A-110.21. It is understood that this requirement implies that the National Academies will maintain an accounting system for awards made under this agreement sufficient to ensure accurate completion of the Federal Cash Transaction Report (FCTR) as described in Section 450 of the GPM and in Exhibit IV-1.

**Article 9. Federal Advisory Committee Act**

Section 15 of the Federal Advisory Committee Act (FACA) (5 U.S.C. App.), which was added to FACA by the Federal Advisory Committee Act Amendments of 1997, Public Law No. 105-153, includes certain requirements regarding public access and conflicts of interest that are applicable to agreements under which the National Academies, using a committee, provides advice or recommendations to a Federal agency. In accordance with Section 15 of FACA, the National Academies shall submit to government sponsor(s), following delivery of each applicable report, a certification that the policies and procedures of the National Academies that implement Section 15 of FACA have been substantially complied with in the performance of the grant or cooperative agreement with respect to the applicable report.

**Article 10. General Conditions**

Unless changed by the specific provisions of an award made under this agreement and with the exceptions described in this section, the following Articles of *Grant General Conditions* GC-1, [http://www.nsf.gov/pubs/gc1/gc1\\_605.pdf](http://www.nsf.gov/pubs/gc1/gc1_605.pdf) (dated June 15, 2005) are applicable to this agreement

a. When referenced by a particular award made under this Agreement, the general conditions related to group travel included as Article 11, Administration of NSF Conference or Group Travel Award Special Conditions (FL 26) will apply to that award.

b. With respect to Article 8.b., Change in Objectives of Scope, NSF *Grant General Conditions* (GC-1), it is understood that the changes referred to will be significant changes in the objectives or scope of the project and that any such changes will be reported to the cognizant NSF Program Official.

c. With respect to Article 8.c., Absence or Change of Principal Investigator, NSF *Grant General Conditions* (GC-1), it is understood that the NSF will identify a principal investigator under an award only when it is mutually agreed that such an identification is essential to the success of the project since the National Academies may be generally unable to name the committee members at the time of proposal submission.

d. With respect to Article 20, Publications and Article 38, Sharing of Findings, Data, and other Research Product in NSF *Grant General Conditions* (GC-1), it is understood that, unless otherwise stated in a proposal or in a letter to the NSF Grants Officer, the National Academies will apply their customary publication policy to any awards made under the authority of this agreement, which is to publicize to the maximum extent possible.

e. In reference to Article 22, Cost Sharing and Cost Sharing Records of NSF *Grant General Conditions* (GC-1), it is understood that the National Academies in their normal practices conduct their activities with the substantial contributions of donated or volunteer services of distinguished scientists or engineers. These contributions adequately meet the requirements for cost sharing on an institutional basis. The NSF will be notified of any variations in this practice in the National Academies' proposals.

**Article 11.** F.L. 26 – Administration of NSF Conditions or Group Travel Award Special Conditions <http://www.nsf.gov/pubs/gc1/fl2602.pdf>

**Article 12.** Current Indirect Cost Rate <http://rates.psc.gov/>

IN WITNESS WHEREOF, the parties have executed these general conditions as of the January 1, 2006.

THE UNITED STATES OF AMERICA

NATIONAL ACADEMY OF SCIENCES

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Dionie Henry  
Grants and Agreements Officer  
Division of Grants and Agreements

David P. Westbrook  
Associate Director  
Office of Contracts and Grants

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Date

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Date