



**National Science Foundation (NSF)
Cooperative Agreement
Supplemental Financial & Administrative Terms and Conditions for Managers of
Large Facilities**

Effective July 1, 2016

Unless otherwise specified in a special award condition of the Cooperative Agreement or an associated Cooperative Support Agreement, or as modified below, the *Cooperative Agreement Financial & Administrative Terms and Conditions* (CA-FATC) dated July 1, 2016, are applicable to this cooperative agreement.

A. Modifications to the Cooperative Agreement Financial & Administrative Terms and Conditions

The *Cooperative Agreement Financial & Administrative Terms and Conditions* (CA-FATC, 07/01/16) are modified as follows:

Article 3, Prior Approval Requirements, is supplemented with a new paragraph e. as follows:

- e. In cases where Cooperative Support Agreements are the funding mechanism for the cooperative agreement, the prior approval requirements specified above, are applicable to **EACH** cooperative support agreement. (See also Article 57 below, for additional requirements for Cooperative Support Agreements.)

B. Supplemental Financial & Administrative Terms and Conditions -- Large Facilities

The CA-FATC are supplemented with the following additional terms and conditions:

Article	Subject
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| 55. | Master Site Plan |
| 56. | Lease or Purchase of Additional Space |
| 57. | Cooperative Support Agreements |
| 58. | Subawards, Subcontracts, or other Contractual Arrangements |
| 59. | Government Performance and Results Act (GPRA) |
| 60. | Non-Renewal of the Cooperative Agreement |
| 61. | Information Security |
| 62. | Notice to NSF of Environmental Liability |

55. 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:
 - (1) the location, boundaries, and acreage of NSF-owned and/or leased lands;
 - (2) the location of existing buildings, structures, and facilities; and
 - (3) the location of proposed buildings, structures, and facilities.
 - (b) A Usage Chart that sets forth in table format:
 - (1) the identification of land (or segments thereof), buildings, structures, or facilities use;
 - (2) the placement within these of equipment types; and
 - (3) 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 that must be submitted to NSF at least two fiscal years in advance of any specific need and that includes:
 - (1) The statement of specific needs, including why existing space is not adequate to meet that need;
 - (2) Any geographic restrictions;
 - (3) A supported request that justifies rent, lease, acquisition, construction or renovation activities with associated cost estimates from qualified individuals; and
 - (4) 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.

56. Lease or Purchase of Additional Space

a. Requests for NSF approval to lease or purchase additional space might 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 this 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*".

57. Cooperative Support Agreements

a. *Cooperative Support Agreements (CSAs)*

CSAs will be issued by NSF for support of specific projects and/or programs for work to be done under the general "Statement of Work" of each CSA. Amendments will be issued to modify specific terms and conditions of the CSA, including funding amendments that might be funded by the NSF Division that issued the award, other NSF Divisions, or other Federal agencies.

Each CSA issued after the effective date of the Cooperative Agreement will normally include the following:

1. A Statement of Work, that incorporates by reference the awardee's proposal;
2. The period of performance of the CSA;
3. The estimated cost of the program/project and the amount of funds obligated under the CSA;
4. The name of the cognizant NSF Program Officer designated under each CSA; and
5. The electronic signature of the cognizant NSF Grants and Agreements Officer.

Amendments to CSAs issued under this Agreement may be unilateral or bilateral, depending on their nature. Incremental funding amendments will normally be unilateral.

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 an interagency agreement that effects the transfer of funds from the other funding agency to NSF and will conclude with the issuance of an amendment to a CSA by NSF transferring the funds to the awardee pursuant to the interagency agreement. 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 this Cooperative 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 this Agreement.

c. *Proposals Not Involving the Large Facility Supported Under This Cooperative Agreement*

It is recognized that the awardee is free to submit proposals that do not involve the use of the facilities supported under this cooperative agreement (including personnel) to other Federal agencies. If such a proposal is to be funded by another Federal agency, NSF will normally be willing to enter into an interagency agreement with that agency. NSF reserves the right to assure itself before entering into any such interagency agreement that the project does not involve the use of the facility.

d. *Format for Submission of Requests for Supplemental Funding under Cooperative Support Agreements*

In submitting proposals requesting NSF funding, the awardee shall use the standard NSF Budget format to provide budget information. Written justification for all funding requests is required.

58. Subawards, Subcontracts, or other Contractual Arrangements

The awardee shall obtain the written approval of both the cognizant NSF Program Officer and the cognizant NSF Grants and Agreements Officer prior to entering into any subaward, subcontract or other contractual arrangement, if the amount exceeds the threshold limit specifically mentioned in the cooperative agreement or cooperative support agreement. Notification of this intent should be submitted via use of NSF's electronic systems and must be electronically signed by an Authorized Organizational Representative (AOR).

59. Government Performance and Results Act (GPRA)

Under the Government Performance and Results Act of 1993 (5 USC 306, 31 USC 1114-1119, "GPRA") 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 by December 31 and actuals by October 31 for each fiscal year. Any and all facilities with an annual budget exceeding \$1,000,000 must report on their operations activities; any and all construction/upgrade projects that exceed a total project cost of a specific 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 at: <http://www.nsf.gov/about/performance/index.jsp>.

60. Non-Renewal of the Cooperative Agreement

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

61. 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's organization as part of the organization'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 institution'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 a number of topics, such as, but not limited to, evolving security concerns and concomitant cyber-security policy and procedures within the government and at awardees' institutions, available education and training activities in cyber-security, and coordination activities among NSF awardees.

62. Notice to NSF of Environmental Liability

The awardee must exercise due care in assessing government property under this 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.