



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

Effective February 24, 2014

Unless otherwise specified in a special award condition, or as modified below, the *Cooperative Agreement Financial & Administrative Terms and Conditions* (CA-FATC) dated February 24, 2014, 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, 02/14) 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 55 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 |
|----------------|---|
| 53. | Master Site Plan |
| 54. | Lease or Purchase of Additional Space |
| 55. | Cooperative Support Agreements |
| 56. | Subaward Requirements |
| 57. | Government Performance and Results Act (GPRA) |
| 58. | Non-Renewal of the Cooperative Agreement |
| 59. | Information Security |

53. Master Site Plan

- a. When required by the cognizant 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 NSF Program Officer or the 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 existent 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.

54. Lease or Purchase of Additional Space

a. Requests for NSF approval to lease or purchase additional space must include documentation, as applicable, specified in the lease/purchase analysis, "*Documentation Required for Request to Lease/Purchase Space*" (Attachment 1). Approval by the cognizant Program Officer and the 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.

55. Cooperative Support Agreements

a. *Cooperative Support Agreements (CSAs)*

CSAs will be issued by the 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 signature of both the Authorized Organizational Representative and 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 the 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.

56. Subaward Requirements

- a. The Foundation authorizes the awardee to enter into the proposed contractual arrangements and to fund such arrangements with award funds up to the amount indicated in the approved budget. Such contractual arrangements should contain appropriate provisions consistent with the applicable *Grant General Conditions, Cooperative Agreement Financial and Administrative Terms and Conditions (CA-FATC)* and any special conditions included in this Agreement.
- b. The awardee shall notify the cognizant NSF Program Officer prior to awarding any new subaward/subcontract, not already indicated in the approved budget, if it exceeds \$250,000. Any proposed new subaward, identified by subaward type, shall be submitted electronically via the FastLane Notifications and Requests module for review by the NSF Program Officer.
- c. Upon submission of a subaward request to NSF, the awardee certifies that the subaward:
 1. is appropriate, reasonable and legitimate;
 2. brings substantial programmatic benefits to the science;
 3. is issued to an organization that has the fiscal authority and responsibility to account for and handle Federal funds; and
 4. is in compliance with all Federal requirements and the awardee's policies and procedures.
- d. After review, the NSF Grants and Agreements Officer will provide written notification to proceed to the awardee; this notification shall not be construed as a determination by NSF of the allowability of any cost under this Agreement.
- e. The awardee shall make all consultant agreements, subawards, or other commitments in its own name and shall not bind the Federal Government or the National Science Foundation; and hereby agrees to administer/monitor all subawards/subcontracts it enters into and supports with NSF funds in accordance with the applicable federal cost principles and the applicable federal administrative requirements; remains responsible for maintaining the necessary documentation on all subawards and making it available to NSF upon request; and shall include subaward activities in the annual and final project reports that are submitted to NSF.

57. Government Performance and Results Act (GPRA)

Under the Government Performance and Results Act of 1993 (5 U.S.C. 306, 31 U.S.C. 1114-1119, "GPRA") the 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>.

58. 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.

59. 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 subawardees, subcontractors, 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.

Documentation Required for Request to Lease/Purchase Space

NSF hereby provides additional information that may be useful to the awardee when preparing a lease/purchase analysis and a space analysis plan intended for review and approval by NSF. The awardee should provide the following information as applicable to its request for proposed lease/purchase space:

1. Why is additional space needed?
2. Was a lease/purchase analysis performed? If yes, the awardee should provide a copy of the analysis along with its request for NSF approval.
3. If this is a request for NSF approval of a renewal lease/purchase arrangement, were any advance agreements previously established? If yes, please explain.
4. If there is an existing lease/purchase arrangement, when does it expire?

Lease/Purchase Analysis: A lease/purchase analysis for proposed space must be conducted in accordance with the requirements of 2 CFR 215 (Office of Management and Budget (OMB) Circular A-110), "*Property Standards*", Section .30-.37, and "*Procurement Standards*", Section .40-.44. The Circular may be accessed at:

<http://www.whitehouse.gov/omb/assets/omb/circulars/a110/2cfr215-0.pdf>

The following information should be included:

1. What is the proposed term of the lease?
2. State timelines for buying/leasing/building additional space including start and end dates.
3. What other sources of space were considered? What were the results?
4. What is the cost per square foot for the proposed purchased space? What is the cost per square foot for the proposed lease space?
5. What are the incidental service costs such as maintenance, insurance and applicable taxes for the buy and lease space?
6. What is the condition and total value of the property?
7. Is lease or purchase space most advantageous (economical and practical) to the Federal Government? Why?
8. What amount of NSF funding is proposed for the proposed lease/purchase space? State any other sources and amounts of funding.

Space Analysis Plan: A multi-year plan for office and related space that establishes present and future science (project by project) and related administrative needs. This planning activity must be conducted by independent professionally experienced space planners and clearly engage all aspects of project activities. It also should include an assessment that clearly demonstrates the needs of the scientific staff that are carrying out the activities and mission established under the cooperative agreement.

1. What are the short-term (1-5 years) and long-term (5-10 years or more) plans for the proposed lease/purchase space?
2. Identify which offices will occupy the space on both a short-term and long-term basis.
3. Explain future needs/plans for expansion including build, purchase or lease arrangements for additional space.
4. What is the total square footage required to perform the award?
5. How many employees will occupy the space; what is the square footage per person?

Additional Documentation (provide as appropriate to the circumstances):

1. A copy of the current lease agreement, if applicable.
2. If estimates are used (e.g., anticipated rental increases, change in facility location), provide data from which these estimates were derived.
3. Any other information to support the awardee's request for NSF approval to lease/purchase space.

NSF Review Process

1. The awardee should provide a request for NSF approval, including lease/purchase analysis and a space analysis plan, to the NSF Division of Grants and Agreements (DGA) or the Division of Acquisition and Cooperative Support (DACS) with a copy to the cognizant NSF Program Officer.
2. DGA/DACS will ask the Program Officer to review the awardee's request for reasonableness of space and effect on science to be performed under the cooperative agreement.
3. The Program Officer will provide a review analysis and recommendation to DGA/DACS.
4. After receipt of the Program Officer's recommendation, DGA/DACS will conduct a business review of the awardee's request.
5. If deemed necessary to clarify concerns or obtain additional information, NSF will provide written questions/comments to the awardee. A teleconference between NSF and the awardee may be conducted if needed to resolve issues.

6. NSF expects to finalize the awardee's request within 30 days of receipt of complete information from the awardee. Additional time may be required to finalize the awardee's request if issues need resolution.
7. NSF approval (or disapproval) will be provided in writing to the awardee.