

**National Science Foundation
Research Terms & Conditions
Agency Specific Requirements
Effective January 4, 2010**

National Science Foundation website address: <<http://www.nsf.gov>>

Research Term & Conditions website address:

<<http://www.nsf.gov/awards/managing/rtc.jsp>>

OMB Circulars referenced in the Research Terms & Conditions are available electronically at the following address:

<<http://www.whitehouse.gov/OMB/circulars/index.html>>

Article 1. Awards Covered by the Research Terms & Conditions

Effective January 4, 2010, organizations subject to 2 CFR (Code of Federal Regulations) Part 215 will incorporate by reference the Research Terms & Conditions dated July 1, 2008, and the NSF Agency Specific Requirements dated January, 2010. The Research Terms & Conditions will not be applied to NSF cooperative agreements or to NSF fellowship awards made to individuals. Except as noted below, the NSF Agency Specific Requirements apply to all new NSF grants and funding amendments to existing NSF grants awarded on or after January 4, 2010, with the exception of Article 15, which only applies to new proposals submitted or due on or after January 4, 2010.

Article 2. Prior approval requirements not included in the Research Terms & Conditions

In accordance with Article 18 below, the grantee must obtain written approval from the cognizant:

a. Program Officer prior to the reallocation of funds budgeted for participant or trainee support costs (see Article 12 below, and the *NSF Award & Administration Guide (AAG) Chapter V.B.8.*)

b. Grants Officer prior to:

1. modifying the amount of cost sharing reflected on Line M of the approved grant budget (see Article 17 below).

2. incurring rearrangements and alterations expenditures aggregating \$25,000 or over (Construction) (see *AAG Chapter V.C.1.*)

Unless otherwise specified in the award, no additional prior approvals are required.

Article 3. Categories of costs aside from those identified in A-21/A-122 that are unallowable as direct charges

None.

Article 4. Contact information for technical matters

Questions of a programmatic or technical nature should be directed to the cognizant NSF Program Officer identified in the award notice.

Article 5. Contact information for administrative matters

Questions of an administrative nature should be directed to the cognizant NSF Grants Specialist identified in the NSF award notice.

Article 6. Contact information for intellectual property

Questions regarding intellectual property matters should be directed to the NSF Office of the General Counsel at 703.292-8060.

Article 7. Revised Budget Requirements

Revised budgets, when required, must be submitted electronically through use of the NSF FastLane System in the Proposals, Awards and Status module at <http://www.fastlane.nsf.gov/>. Consult the NSF *Grant Proposal Guide (GPG) Chapter III.D* and *AAG Chapter II.C.2* for further instructions.

Article 8. Format, Content and Timing of Technical Reporting

a. Annual Project Reports

1. Submission Requirement. Annual project reports are required for both standard and continuing awards.¹

2. Content of Annual Project Reports. Unless otherwise specified in the award, grantees are required to submit annual reports electronically via the project reporting system in FastLane. The NSF FastLane system may be accessed at <https://www.fastlane.nsf.gov/fastlane.jsp>. The content requirements for annual project reports are specified in the FastLane system and may be supplemented in the award document. The grantee shall include subaward activities in annual project reports that are submitted to NSF.

3. Timing of Annual Project Reports. Unless otherwise specified in the award, annual project reports should be submitted at least 90 days prior to the end of the current budget period to allow adequate time for the Program Officer to review and approve the report. As reflected in the FastLane Project Report System, the report is considered due during the 90 day period. The report becomes overdue the day after the 90 day period ends. It should be noted that the final annual report serves as the project's final report and must be submitted in accordance with paragraph b below. Failure to submit timely reports will delay processing of funding increments and/or any funding actions on other projects for Principal Investigators (PIs) and co-PIs engaged on the project.

¹Submission of an "interim" report via the NSF FastLane system does not constitute compliance with the annual reporting requirement.

b. *Final Project Report*

1. **Submission Requirement.** Unless otherwise specified in the award, the grantee shall submit a Final Project Report within 90 days following the expiration date of the award. Final reports are subject to the same policies as annual reports outlined above.

2. **Content of Final Project Report.** Unless otherwise specified in the award, grantees shall submit final reports electronically via the project reporting system in FastLane. The NSF FastLane system may be accessed at <https://www.fastlane.nsf.gov/fastlane.jsp>. The content requirements for final project reports are specified in the FastLane system and may be supplemented in the award document. The grantee shall include subaward activities in final project reports that are submitted to NSF.

3. **Additional Requirements.** The grantee also shall provide to the cognizant NSF Program Officer, within 90 days following the expiration date of the award, any unique reports or other end products specified in the award (e.g., special cost sharing reports), including report requirements set forth in any NSF brochure, guide, solicitation, etc. referenced in the award as being directly related to either the award or administration of the award.

c. *Project Outcomes Report for the General Public*

Unless otherwise specified in the award, the grantee shall submit a Project Outcomes Report for the General Public within 90 days following the expiration date of the award. The Project Outcomes Report must be submitted electronically via Research.gov, which may be accessed at <http://www.research.gov/>. This report serves as a brief summary, prepared specifically for the public, of the nature and outcomes of the project. For Information about the content of the report, see the [AAG Chapter II.E.3](#).

Article 9. Form and Timing of Financial Reporting

All grantees shall submit a Federal Financial Report (FFR) by the 30th day following the end of each quarter (i.e. January 30, April 30, July 30, and October 30). All FFRs must be submitted electronically using either the FastLane Financial Functions available at <https://www.fastlane.nsf.gov/jsp/homepage/faulogin.jsp> or [Research.gov](http://www.research.gov/) at http://www.research.gov.

Instructions for using the FFR are available at <https://www.fastlane.nsf.gov/jsp/homepage/faulogin.jsp> under "Instructions for Financial Functions" or from the Grantee Cash Management Section staff at: <http://www.nsf.gov/bfa/dfm/cmeab.jsp>. For more detailed instructions on using Research.gov, go to Research.gov Help and then select "Federal Financial Report (FFR)".

Article 10. Additional documentation besides progress reports needed to trigger incremental funding

Unless specified in the award notice, no additional documentation is required to trigger award of the next increment of funding.

Additional NSF Agency Specific Requirements

Article 11. Grantee Responsibilities and Federal Requirements

The grantee has full responsibility for the conduct of the project or activity supported under this award and for adherence to the award conditions. Although the grantee is encouraged to seek the advice and opinion of NSF on special problems that may arise, such advice does not diminish the grantee's responsibility for making sound scientific and administrative judgments and should not imply that the responsibility for operating decisions has shifted to NSF. The grantee is responsible for notifying NSF about: (1) any allegation of research misconduct that it concludes has substance and requires an investigation in accordance with NSF research misconduct regulations published at 45 CFR Part 689; or (2) any significant problems relating to the administrative or financial aspects of the award.

By acceptance of the award, the grantee agrees to comply with the applicable Federal requirements for grants and cooperative agreements and to the prudent management of all expenditures and actions affecting the award. Documentation for each expenditure or action affecting this award must reflect appropriate organizational reviews or approvals that should be made in advance of the action. Organizational reviews are intended to help assure that expenditures are allowable, necessary and reasonable for the conduct of the project, and that the proposed action:

1. is consistent with award terms and conditions;
2. is consistent with NSF and grantee policies;
3. represents effective utilization of resources; and
4. does not constitute a significant project change (see Research Terms & Conditions Article 25).

Nothing in this article shall be construed to require administrative reviews or documentation that duplicates those already required by existing organizational systems or by applicable Federal standards, e.g., 2 CFR Part 215.

The grantee is responsible for ensuring that the Principal Investigator(s) or Project Director(s) receives a copy of the award conditions, including: the award notice, the budget, the Research Terms & Conditions, any special terms and conditions and any subsequent changes in the award conditions. These grant conditions are made available to the grantee by NSF in electronic form (<http://www.nsf.gov/bfa/dias/policy/rtc/index.jsp>), and may be duplicated, copied or otherwise reproduced by the grantee as appropriate. This provision does not alter the grantee's full responsibility for conduct of the project and compliance with all award terms and conditions. Award notices are available electronically via the NSF FastLane

system at <https://www.fastlane.nsf.gov/fastlane.jsp>. Sponsored Project Offices are able to view, print and/or download NSF award notices for their organizations and Principal Investigators (PIs) can access their individual award notices through use of the FastLane system.

Article 12. Participant Support Costs

Participant support costs are direct costs for items such as stipends or subsistence allowances, travel allowances and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with meetings, conferences, symposia or training projects. (See also [AAG Chapter V.C.5](#)) Grantee organizations must account for participant support costs separately. Note: No indirect costs normally may be charged against participant support costs. (See [AAG Chapter V.D.1b.](#))

Funds provided for participant support may not be used by grantees for other categories of expense without the specific prior written approval of the cognizant NSF Program Officer. Such requests must be submitted electronically via the NSF FastLane system.

Article 13. Travel

a. Allowability of Travel Expenses

1. Expenses for transportation, lodging, subsistence and related items incurred by project personnel and by outside consultants employed on the project (see [AAG Chapter V.B.4](#)) who are in travel status on business related to an NSF-supported project are allowable as prescribed in the governing cost principles. The requirements for prior approval detailed in the governing cost principles are waived.

2. Except as provided in the governing cost principles, the difference between economy airfare and a higher-class airfare is unallowable. A train, bus or other surface carrier may be used in lieu of, or as a supplement to, air travel at the lowest first-class rate by the transportation facility used. If such travel, however, could have been performed by air, the allowance will not normally exceed that for jet economy airfare.

b. Travel Support for Dependents of Key Project Personnel

Travel support for dependents of key project personnel is allowable only under the following conditions:

1. the individual is a key person who is essential to the project on a full-time basis;

2. the individual's residence away from home and in a foreign country is for a continuous period of six months or more and is essential to the effective performance of the project; and

3. the dependents' travel allowance is consistent with the policies of the organization administering the award.

c. *Use of U.S.-Flag Air Carriers*

1. In accordance with the Fly America Act (49 USC 40118), any air transportation to, from, between, or within a country other than the U.S. of persons or property, the expense of which will be assisted by NSF funding, must be performed by or under a code-sharing arrangement with a U.S.-flag air carrier if service provided by such a carrier is available (see Comptroller General Decision B-240956, dated September 25, 1991). Tickets (or documentation for electronic tickets) must identify the U.S. flag air carrier's designator code and flight number.
2. For the purposes of this requirement, U.S.-flag air carrier service is considered available even though:
 - (a) comparable or a different kind of service can be provided at less cost by a foreign-flag air carrier;
 - (b) foreign-flag air carrier service is preferred by, or is more convenient for, NSF or traveler; or
 - (c) service by a foreign-flag air carrier can be paid for in excess foreign currency.
3. The following rules apply unless their application would result in the first or last leg of travel from or to the U.S. being performed by a foreign-flag air carrier:
 - (a) a U.S.-flag air carrier shall be used to destination or, in the absence of direct or through service, to the farthest interchange point on a usually traveled route.
 - (b) if a U.S.-flag air carrier does not serve an origin or interchange point, a foreign-flag air carrier shall be used only to the nearest interchange point on a usually traveled route to connect with a U.S. flag air carrier.

d. *Use of Foreign-Flag Air Carriers*

There are limited circumstances under which use of a foreign-flag air carrier is permissible. These circumstances are outlined below:

1. *Airline "Open Skies" Agreements:* A foreign flag air carrier may be used if the transportation is provided under an air transportation agreement between the United States and a foreign government, which the Department of Transportation has determined meets the requirements of the Fly America Act. For example, in 2008, the U.S. entered into an "Open Skies" Agreement with the European Union. This Agreement gives European Community airlines (airlines of Member States) the right to transport passengers and cargo on flights funded by the U.S. government, when the transportation is between a point in the United States and any point in a Member State or between any two points outside the United States. In accordance with the Agreement, however, a U.S.-flag air carrier must be used if: (a) transportation is between points for which there is a city-pair contract fare in effect for air passenger transportation services; or (b) transportation is obtained or funded by the Secretary of Defense or the Secretary of a Military Department. The conditions for use of a Member State airline apply to non-Federal employees as well (e.g., grantees). So, even though grantees are ineligible for city-pair contract fares, they must still use a U.S.-flag air

carrier if a city-pair contract fare exists. For information on other "open skies" agreements in which the United States has entered, please refer to GSA's website at http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentType=GSA_BASIC&contentId=24833&noc=T.

2. *Involuntary Rerouting:* Travel on a foreign-flag carrier is permitted if a U.S.-flag air carrier involuntarily reroutes the traveler via a foreign-flag air carrier, notwithstanding the availability of alternative U.S.-flag air carrier service.

3. *Travel To and From the U.S.*

Use of a foreign-flag air carrier is permissible if the airport abroad is:

- (a) the traveler's origin or destination airport, and use of U.S.-flag air carrier service would extend the time in a travel status by at least 24 hours more than travel by a foreign-flag air carrier; or
- (b) an interchange point, and use of U.S.-flag air carrier service would increase the number of aircraft changes the traveler must make outside of the U.S. by two or more, would require the traveler to wait four hours or more to make connections at that point, or would extend the time in a travel status by at least six hours more than travel by a foreign-flag air carrier.

4. *Travel Between Points Outside the U.S.*

Use of a foreign-flag air carrier is permissible if:

- (a) travel by a foreign-flag air carrier would eliminate two or more aircraft changes en route;
- (b) travel by a U.S.-flag air carrier would require a connecting time of four hours or more at an overseas interchange point; or
- (c) the travel is not part of the trip to or from the U.S., and use of a U.S.-flag air carrier would extend the time in a travel status by at least six hours more than travel by a foreign-flag air carrier.

5. *Short Distance Travel.* For all short distance travel, regardless of origin and destination, use of a foreign-flag air carrier is permissible if the elapsed travel time on a scheduled flight from origin to destination airport by a foreign-flag air carrier is three hours or less and service by a U.S.-flag air carrier would double the travel time.

Article 14. Information Collection

Information collection activities performed under this award are the responsibility of the grantee, and NSF support of the project does not constitute NSF approval of the survey design, questionnaire content or information collection procedures. The grantee shall not represent to respondents that such information is being collected for or in association with the National Science Foundation or any other Government agency without the specific written approval of such information collection plan or device by the Foundation. This requirement, however, is not intended to preclude mention of NSF support of the

project in response to an inquiry or acknowledgment of such support in any publication of this information.

Article 15. Responsible Conduct of Research

Article 15 applies to new proposals submitted or due on or after January 4, 2010.

In accordance with Section 7009 of the America Creating Opportunities to Meaningfully Promote Excellence in Technology, Education, and Science (COMPETES) Act (42 U.S.C. 1862o-1) NSF requires that grantees must have a plan in place to provide appropriate training and oversight in the responsible and ethical conduct of research (RCR) to undergraduates, graduate students, and postdoctoral researchers who will be supported by NSF to conduct research. Training plans are subject to review, upon request.

Grantees must designate one or more persons to oversee compliance with the RCR training requirement. Grantees are responsible for verifying that undergraduate students, graduate students, and postdoctoral researchers supported by NSF to conduct research have received training in the responsible and ethical conduct of research, in accordance with the plan the grantee has put in place for their organization.

Grantees shall ensure that these RCR requirements flow down to all subrecipients, or are otherwise appropriately addressed in the subaward instrument.

Article 16. Payment: Reference Research Terms & Conditions Article 22

a. Requests for payment must be made electronically via use of the FastLane Financial Functions, Cash Request process.² Grantees should request payments in amounts necessary to meet their current needs, pursuant to the guidelines contained in 31 CFR Part 205. Unless otherwise specified in the award, the grantee agrees to comply with all applicable Treasury regulations and National Science Foundation implementing and reporting procedures, which are outlined in [AAG Chapter III](#).

b. In accordance with 2 CFR § 215.22, where appropriate, grantees are required to maintain advances of Federal funds in interest-bearing accounts. For grantees not subject to the Cash Management Improvement Act (CMIA), (State agencies or instrumentalities) interest earned on Federal advances deposited in interest bearing accounts shall be remitted annually to³:

Department of Health and Human Services (DHHS)
Payment Management System
P.O. Box 6021
Rockville, MD 20852

c. Interest earned on NSF advances deposited in interest bearing accounts shall be remitted annually to the Department of Health and Human Services (DHHS). Interest

² Grantees may contact the Division of Financial Management at (703) 292-8280 for information on using the FastLane Cash Request System.

³ In keeping with Electronic Funds Transfer rules [31 CFR Part 206], interest should be remitted to the DHHS Payment Management System through an electronic medium such as the FEDWIRE Deposit System. Grantees that do not have this capability should submit payment by check.

amounts up to \$250 per year may be retained by the grantee for administrative expenses. The requirement to remit interest annually to DHHS does not apply to grantees subject to the Cash Management Improvement Act (CMIA), Subpart A - Rules Applicable to Federal Assistance Programs Included in a Treasury-State Agreement.

**Article 17. Cost Sharing or matching: Reference Research Terms & Conditions
Article 23**

a. *General*

1. The grantee must cost share in accordance with any amount specified on Line M of the award budget. Cost sharing participation in other projects may not be counted towards meeting the specific cost sharing requirements of the award, and must come from nonfederal sources.

2. Should the grantee become aware that it may be unable to provide the cost sharing of at least the amount identified on Line M of the NSF award budget, it must: a) immediately provide written notification to the Grants Officer of the situation; and b) indicate steps it plans to take to secure replacement cost sharing; or c) indicate the plans it has to either continue or phase out the project in the absence of the approved level of cost sharing.

3. Should NSF agree to the organization's proposed plans, the NSF Grants Officer will modify the award accordingly, including, if appropriate, reducing the amount of NSF support. Should the organization's plans be unacceptable to NSF, the award may be subject to termination. NSF modifications to proposed cost sharing revisions are made on a case-by-case basis.

4. Failure by the organization to notify NSF, in accordance with paragraph 2. above, may result in the disallowance of some or all of the costs charged to the award; the subsequent recovery by NSF of some or all of the NSF funds provided under the award; possible termination of the award; and may constitute a violation of the terms of the award so serious as to provide grounds for subsequent suspension or debarment.

b. *Cost Sharing Records*

The grantee must maintain records of all project costs that are claimed by the grantee as cost sharing as well as records of costs to be paid by the Government. Such records are subject to audit. Acceptable forms of cost sharing contributions are those that meet the criteria identified in 2 CFR § 215.23. Unless otherwise specified in the award, approval is given to include unrecovered indirect costs (also known as facilities and administrative costs for colleges and universities) as part of cost sharing or matching contributions. If the grantee's cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

c. *Cost Sharing Reports*

Unless otherwise required by the award or requested by NSF, the actual cost participation by the grantee, while subject to documentation and audit, need not be reported to NSF. In cases, however, where the cost-sharing amount reflected on Line M

of the award budget is \$500,000 or more, the amount of cost sharing must be documented (on an annual and final basis) and certified by the Authorized Organizational Representative via use of the Notification and Request Module in the NSF FastLane System. Such notifications must be submitted within 90 days:

1. prior to the end of the current budget period to meet the annual notification requirement; and
2. following the expiration of the award to meet the final notification requirement.

Article 18. Revision of Budget & Program Plans: Reference Research Terms & Conditions Article 25

a. The grantee must obtain written approval from the cognizant NSF Program Officer prior to the reallocation of funds budgeted for participant or trainee support costs (see [AAG Chapter V.B.8.](#)) Participant support costs are direct costs for items such as stipends or subsistence allowances, travel allowances and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with meetings, conferences, symposia or training projects. (See also [AAG Chapter V.C.5](#)) Grantee organizations must account for participant support costs separately. Note: No indirect costs normally may be charged against participant support costs. (See [AAG Chapter V.D.1b.](#))

b. The grantee must obtain prior written approval from the cognizant NSF Grants Officer prior to modifying the amount of cost sharing reflected on Line M of the approved grant budget (see Article 17 above).

c. The grantee must obtain prior written approval from the cognizant NSF Grant Officer prior to incurring rearrangements and alterations expenditures aggregating \$25,000 or over (Construction) (see [AAG Chapter V.C.1](#)).

d. The prior approval requirements identified in the Research Terms and Conditions can be submitted electronically to NSF via use of the NSF Research Administration module of the FastLane system (<https://www.fastlane.nsf.gov/>). The grantee is required to use FastLane to process these types of transactions as well other types of grant-related notifications stipulated in [AAG Exhibit II-1](#).

Article 19. Non-Federal audits: Reference Research Terms & Conditions Article 26

In order to avoid duplicate record keeping, NSF may make special arrangements with the grantee to retain any records that are needed for joint use. NSF may request transfer to its custody of records not needed by the grantee when it determines that the records possess long-term retention value. When the records are transferred to, or maintained by NSF, the three-year retention requirement is not applicable to the grantee. In the rare event that this provision is exercised, NSF will negotiate a mutually agreeable arrangement with the grantee regarding reimbursement of costs.

Any Federal Audit of this project deemed necessary by NSF shall build upon the results of the OMB Circular A-133 audit(s).

Article 20. Equipment: Reference Research Terms & Conditions Article 34

a. Unless otherwise specified in the award, title to equipment purchased or fabricated with NSF award funds shall vest in the grantee upon acquisition. Such equipment shall be acquired and used in accordance with the Research Terms & Conditions and the provisions below.

b. *Conditions for Acquisition and Use of Equipment*

1. Grantee Assurance. The grantee will assure that each purchase of equipment is:

- (a) necessary for the research or activity supported by the grant;
- (b) not otherwise reasonably available and accessible;
- (c) of the type normally charged as a direct cost to sponsored agreements;
and
- (d) acquired in accordance with organizational practice.

2. General Purpose Equipment. Expenditures for general-purpose equipment (see [AAG Chapter V.B.2d](#)) are unallowable unless the equipment is primarily or exclusively used in the actual conduct of the research.

3. Equipment Usage. The equipment will remain in use for the specific project for which it was obtained in accordance with 2 CFR § 215.34(c), unless the provision in 2 CFR § 215.34(e) applies.

4. Equipment Sharing. The equipment must be shared on other projects or programs in accordance with 2 CFR § 215.34(d).

5. Property Management Standards. The grantee shall maintain a property management system that, at a minimum, meets the requirements of 2 CFR § 215.34(f). Because of increasing threats to information technology systems, the grantee is reminded that, under 2 CFR §§ 215.34.(f). (4) and (5), "[a] control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the equipment" and "[a]dequate maintenance procedures shall be implemented to keep the equipment in good condition." This requirement imposes on the grantee a duty to adequately maintain and to insure adequate safeguards against the loss, damage, or theft of information technology equipment and systems purchased with NSF funds.

6. Inventory Requirements.

(a) In accordance with the requirements of 2 CFR § 215.33(a)(1), for all equipment exceeding \$5,000, the grantee must submit an annual inventory listing of government owned property to the NSF Property Administrator, Division of Administrative Services (DAS). The listing should include all government-owned equipment purchased under the award or acquired by screening excess through the General Services Administration (GSA); and include the type of equipment, serial number, acquisition price, acquisition date and condition of the equipment. The inventory listing and a copy of the organization's audited financial statement should be submitted electronically to fsrpts@nsf.gov and must be received by DAS no later than September 1 each year. If

financial statements are not available electronically, a paper copy should be submitted to:

National Science Foundation
Division of Administrative Services
Attention: NSF Property Administration
4201 Wilson Boulevard,
Room 295
Arlington, VA 22230

(b) A physical inventory of Government-owned equipment shall be conducted every two years pursuant to 2 CFR § 215.34(f). Upon expiration of the award, the grantee shall report the property to the DAS Property Administrator for further agency utilization.

7. Competition. The grantee shall not use equipment acquired with Federal funds to provide services to non-Federal outside organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by statute in accordance with 2 CFR § 215.34(b).

8. Right to Transfer Title.

(a) NSF may identify items of equipment having an acquisition cost of \$5,000 or more where NSF reserves the right to transfer the title to the Federal Government or a third party named by the Federal Government at any time during the grant period.

(b) In cases where NSF elects to transfer the title, disposition instructions will be issued no later than 120 calendar days after the expiration date of the NSF-supported project for which it was acquired.

Article 21. Intangible Property: Reference Research Terms & Conditions
Article 36

a. *Patent Rights Clause.* NSF's standard patent rights clause, published at 45 CFR 650.4(a), shall be substituted for the referenced patent clause (37 CFR 401.14). The grantee shall also include this clause in all subawards for experimental, developmental or research awards, regardless of the type of subgrantee organization. The NSF clause is identical to that prescribed in the Department of Commerce (DOC) guidance at 37 CFR 401.14(a) except that:

1. NSF has tailored the clause to apply to grants and to identify NSF;
2. pursuant to section 401.5(d) of the DOC guidance (37 CFR 401.5(d)), NSF has added to paragraph (b) of the clause a stipulation that the Foundation reserves the right to direct a grantee to transfer to a foreign government or research performer such rights to any subject invention as are required to comply with any international treaty or agreement identified when the grant is made as being applicable to the assisted research;
3. as permitted by section 401.5(f) of the DOC guidance (37 CFR §401.5(f)), NSF has added a subparagraph to the end of paragraph f. of the clause to require grantees or their representatives to send NSF confirmations of the Government licenses

for subject inventions and the pages of any United States patent applications that contain the Federal support clause;

4. since NSF normally uses the same clause for all subcontractors, the first two subparagraphs of paragraph g. of the clause specified in the DOC guidance have been reduced to one;

5. paragraph c.1 of the clause has been changed to require that invention disclosures be submitted electronically via the iEdison system; and

6. paragraph L. of the clause has been changed to require that all communications required by the Patents Rights clause be submitted electronically via the iEdison system unless prior permission is obtained from the NSF Patent Assistant.

b. *Communications.* All communications required by the Patent Rights clause must be submitted through the iEdison Invention Information Management System maintained by the National Institutes of Health unless prior permission for another form of submission is obtained from the Patent Assistant at patents@nsf.gov or at Office of the General Counsel, National Science Foundation, 4201 Wilson Boulevard, Arlington, VA 22230.

c. *Copyright Ownership, Government License*

Except as otherwise specified in the award or by this paragraph, the grantee may own or permit others to own copyright in all subject writings. Subject writing means any material that:

1. is or may be copyrightable under Title 17 of the U.S.C.; and

2. is produced by the grantee or its employees in the performance of work under this award.

Subject writings include such items as reports, books, journal articles, software, databases, sound recordings, videotapes, and videodiscs.

The grantee agrees that if it or anyone else does own copyright in a subject writing, the Federal government will have a nonexclusive, nontransferable, irrevocable, royalty-free license to exercise or have exercised for or on behalf of the U.S. throughout the world all the exclusive rights provided by copyright. Such license, however, will not include the right to sell copies or phonorecords of the copyrighted works to the public.

d. *Awards Affected by International Agreements*

If the award indicates it is subject to an identified international agreement or treaty, NSF can direct the grantee to convey to any foreign participant or otherwise dispose of such rights to subject writings as are required to comply with that agreement or treaty.

e. *Grantee Action to Protect Government Interests*

The grantee agrees to acquire, through written agreement or an employment relationship, the ability to comply with the requirements of the preceding paragraphs

and, in particular, to acquire the ability to convey rights in a subject writing to a foreign participant if directed by NSF under the previous paragraph. The grantee further agrees that any transfer of copyright or any other rights to a subject writing, by it or anyone whom it has allowed to own such rights, will be made subject to the requirements of this article.

Article 22. Publications: Reference Research Terms & Conditions Article 51.(a)

The grantee is responsible for assuring that an acknowledgment of NSF support is made in any publication (including World Wide Web pages) of any material based on or developed under the project and that NSF support is orally acknowledged during all news media interviews, including popular media such as radio, television and news magazines.

The grantee is responsible for assuring that the cognizant NSF Program Officer is provided 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.

Article 23. Termination and Enforcement: Reference Research Terms & Conditions Articles 61 and 62

a. The award may be suspended or terminated in whole or in part in any of the following situations by:

1. NSF when the grantee has materially failed to comply with the terms and conditions of the award;

2. NSF when the Foundation has other reasonable cause;

3. NSF when ordered by the Deputy Director under NSF's Regulation on Research Misconduct [45 CFR Part 689];

4. NSF and the grantee by mutual agreement (if NSF and the grantee cannot reach an agreement, NSF reserves the right to unilaterally terminate the award); or

5. the grantee on written notice to NSF setting forth the reasons for such action, the effective date, and, in the case of partial termination, the portion to be terminated or suspended (with the understanding that if NSF determines that the unterminated portion will not accomplish the purposes of the award, it may suspend or terminate the entire award).

b. Suspensions and terminations will be processed in accordance with NSF [AAG Chapter VII.A](#).

Article 24. Resolution of Conflicting Conditions

Should there be any inconsistency between any special conditions contained in the award and the Research Terms & Conditions, the special conditions in the award shall control. Should there be any inconsistency between the Research Terms & Conditions,

any special conditions contained in the award, and any NSF guides, brochures, etc., cited or included by reference in the award, the matter should be referred to the NSF Grants Officer for guidance.

OTHER CONSIDERATIONS

Article 25. Liability

NSF cannot assume any liability for accidents, illnesses or claims arising out of any work supported by an award or for unauthorized use of patented or copyrighted materials. The grantee institution is advised to take such steps as may be deemed necessary to insure or protect itself, its employees and its property.

Article 26. Sharing of Findings, Data, and Other Research Products

a. NSF expects significant findings from research and education activities it supports to be promptly submitted for publication, with authorship that accurately reflects the contributions of those involved. It expects investigators to share with other researchers, at no more than incremental cost and within a reasonable time, the data, samples, physical collections and other supporting materials created or gathered in the course of the work. It also encourages grantees to share software and inventions or otherwise act to make the innovations they embody widely useful and usable.

b. Adjustments and, where essential, exceptions may be allowed to safeguard the rights of individuals and subjects, the validity of results, or the integrity of collections or to accommodate legitimate interests of investigators.

Article 27. Government Permits and Activities Abroad

a. For awards that include activities requiring permits from appropriate Federal, state, or local government authorities, the grantee should obtain any required permits prior to undertaking the proposed activities.

b. The grantee must comply with the laws and regulations of any foreign country in which research is to be conducted. Areas of potential concern include: (1) requirements for advance approval to conduct research or surveys; (2) special arrangements for the participation of foreign scientists and engineers; and (3) special visas for persons engaged in research or studies. NSF does not assume responsibility for grantee compliance with the laws and regulations of the country in which the work is to be conducted.

c. The grantee also should assure that activities carried on outside the U.S. are coordinated as necessary with appropriate U.S. and foreign government authorities and that necessary licenses, permits or approvals are obtained prior to undertaking the proposed activities.