



**National Science Foundation (NSF)  
Cooperative Agreement  
Supplemental Financial/Administrative Terms and Conditions--Large Facilities  
August 2003**

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Unless otherwise specified in a special award condition, or as modified below, the Cooperative Agreement Financial & Administrative Terms and Conditions (CA-FATC) dated, 8/03, are applicable to this cooperative agreement.

**a. Cooperative Agreement Financial & Administrative Terms and Conditions**

The Cooperative Agreement Financial & Administrative Terms and Conditions (CA-FATC, 8/03) are modified as follows:

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

d. 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 47](#) below, for additional requirements for Cooperative Support Agreements.)

2. Article 5, No-Cost Extensions, is deleted in its entirety.

**b. Supplemental Financial/Administrative Terms and Conditions--Large Facilities --**

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

<b>Article</b>	<b>Subject</b>
45.	Master Site Plan
46.	Lease or Purchase of Additional Space
47.	Cooperative Support Agreements
48.	Subaward Requirements
49.	Government Performance and Results Act (GPRA)
50.	Non-Renewal of the Cooperative Agreement

**45. 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 Official or the NSF Grants and Agreements Official without a current Master Site Plan submitted for that fiscal year.

3. Each Master Site Plan will include:

(a) A map that identifies:

lands;

(1) the location, boundaries, and acreage of NSF-owned and/or leased

(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.

#### **46. 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 Agreement 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.

#### **47. 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.

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

- (a) A Statement of Work, that incorporates by reference the Awardee's proposal;
- (b) The period of performance of the CSA;
- (c) The estimated cost of the program/project and the amount of funds obligated under the CSA;
- (d) The name of the cognizant NSF Program Officer designated under each CSA; and
- (e) The signature of both the Authorized Organizational Representative and the cognizant NSF Grants 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 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 aCSA 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 Funding under Cooperative Support Agreements and Supplements.* In submitting proposals requesting NSF funding, the Awardee shall use the standard NSF Budget format to provide budget information. The Authorized Organizational Representative must sign this form. Written justification for all funding requests is required.

#### **48. Subaward Requirements**

a. The Awardee shall notify the Grants and Agreements Officer in advance of entering into any subcontract for which NSF approval will be required in accordance with paragraphs b and c below. Whether or not approval of a procurement is required under paragraph c below, where appropriate, the Awardee is responsible for compliance with the procurement standards identified in Sections .40 through .48 of OMB Circular A-110.

b. All subcontract actions of the Awardee shall be in accordance with the Awardee's procurement policies and procedures and must be consistent with any special conditions included in this Agreement. The Awardee will submit to the NSF Grants and Agreements Officer any proposed subcontract covered by this Article at least 30 days in advance of the anticipated start date of the subcontract and shall include the below listed items (1 through 6). The subcontract's proposed terms and conditions shall be forwarded at this time as well. Further, the NSF reserves the right to review and approve any Request for Proposal (RFP) or Invitation for Bids (IFB) that will be issued for subcontracts pursuant to this Cooperative Agreement. The Awardee shall not artificially segregate its procurements to lesser dollar amounts for the purpose of eliminating this requirement.

1. A description of the supplies or services called for in the subcontract.
2. Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the degree of competition obtained.
3. The proposed subcontract price, together with the Awardee's cost or price analysis thereof.
4. Identification of the type of subcontract to be used.
5. A memorandum of negotiation that sets forth the principal elements of the subcontract price negotiations. The memorandum shall be in sufficient detail to reflect the most significant considerations controlling the establishment of initial or revised prices. The memorandum should include an explanation of why cost or pricing data was, or was not required, and, if it was not required in the case of any price negotiation in excess of \$100,000, a statement of the basis for determining that the price resulted from or was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation. If cost or pricing data was submitted and a certificate of cost or pricing data was required, the memorandum shall reflect the extent to which reliance was not placed upon the factual cost or pricing data submitted and the extent to which this data was not used by the Awardee in determining the total price objective and in negotiating the final price. The memorandum shall also reflect the extent to which it was recognized in the negotiation that any cost or pricing data submitted by the subcontractor was not accurate, complete, or current; the action taken by the Awardee and the subcontractor as a result; and the effect, if any, of such defective data on the total price negotiated. Where the total price negotiated differs significantly from the Awardee's total price objective, the memorandum shall explain this difference.

6. When incentives are used, the memorandum of negotiation shall contain an explanation of the incentive fee/ profit plan identifying each critical performance element, management decisions used to quantify each incentive element, reasons for incentives on particular performance characteristics and a brief summary of trade-off possibilities considered as to cost, performance, and time.

c. The Awardee shall obtain the written approval of the Grants and Agreements Officer prior to placing any subcontract hereunder which (i) is a capital expenditure acquisition exceeding \$250,000; (ii) provides for the fabrication, purchase, rental, installation, or other acquisition of any items of office space or industrial facilities exceeding \$250,000; (iii) is for architectural or engineering services exceeding \$250,000; (iv) is for construction, including renovations and alterations, exceeding \$250,000; (v) is for leasing of aircraft exceeding \$250,000; or (vi) is for consultant services exceeding \$250,000.

d. The Awardee agrees that no subcontract placed under this Agreement shall provide for payment on a cost-plus-a-percentage-of-cost basis.

e. Approval or the consent of the Grants and Agreements Officer on any proposed subcontract obtained as required by this clause shall not be construed to constitute a determination of the allowability of any cost under this Agreement, unless such approval specifically provides that it constitutes a determination of the allowability of such cost.

f. The Awardee shall make all consultant agreements, subcontracts, or other commitments in its own name and shall not bind or purport to bind the Government or the NSF. The Awardee shall

insert a provision in each such consultant agreement, subcontract, or other commitment that it is assignable to the Government or the NSF.

g. The Awardee shall give the Grants and Agreements Officer immediate notice in writing of any action or suit filed, and prompt notice of any claim made against the Awardee by any subcontractor or vendor which, in the opinion of the Awardee, may result in litigation, related in any way to this Agreement, with respect to which the Awardee may be entitled to reimbursement from the Government.

h. Except as otherwise provided in this Agreement, the term "subcontract" includes purchase orders under this agreement.

i. Except when specifically approved on a case-by-case basis by the Grants and Agreements Officer, no purchase order, subcontract, or other similar agreement made by the Awardee under this Agreement shall provide for determination of disputes by the NSF."

#### **49. 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/od/gpra/>.

#### **50. 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.

## 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 Office of Management and Budget (OMB) Circular A-110, "*Property Standards*", Sec. .30-.37, and "*Procurement Standards*", Sec. .40-.44. The Circular may be accessed at:

<http://www.whitehouse.gov/omb/circulars/a110/a110.html#40>

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 should also 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 DGA with a copy to the cognizant NSF Program Officer.
2. DGA 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.
4. After receipt of the Program Officer's recommendation, DGA 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.