



**NATIONAL SCIENCE FOUNDATION (NSF)
FOREIGN GRANT GENERAL CONDITIONS (FGC)
July 1, 2002**

TABLE OF CONTENTS

Article	Subject
1.	Awardee Responsibilities and Federal Requirements
2.	Prior Approval Requirements
3.	Consultant Services
4.	Equipment
5.	Participant Support Costs
6.	Significant Project Changes
	a. Transfer of the Project Effort (Subawards)
	b. Change in Objectives or Scope
	c. Absence or Change of Principal Investigator
7.	Travel
8.	Rearrangements and Alterations
9.	Allowable Costs
10.	Payments
11.	Continuing Grants
12.	Annual Project Report Requirements
13.	Final Report Requirements
14.	Information Collection
15.	Copyrightable Material
16.	Program Income
17.	Publications
18.	Patent Rights
19.	Cost-Sharing and Cost-Sharing Records
20.	Audit and Records
21.	Site Visits
22.	Suspension or Termination
23.	Termination Review Procedure
24.	National Security: Classifiable Results Originating Under NSF Grants
25.	Human Research Subjects
26.	Resolution of Conflicting Conditions

OTHER CONSIDERATIONS

27.	Liability
28.	Sharing of Findings, Data, and Other Research Products
29.	Government Permits and Activities Carried On Outside the U.S.

1. Awardee Responsibilities and Federal Requirements

a. The awardee has full responsibility for the conduct of the project or activity supported under this award and for adherence to the award conditions. Although the awardee is encouraged to seek the advice and opinion of NSF on special problems that may arise, such advice does not diminish the awardee's responsibility for making sound scientific and administrative judgments and should not imply that the responsibility for operating decisions has shifted to NSF. The awardee 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 misconduct regulations published at 45 CFR 689; or (2) any significant problems relating to the administrative or financial aspects of the award.

b. By acceptance of this award, the awardee 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 awardee policies;
3. represents effective utilization of resources; and
4. does not constitute a significant project change (see Article 6).

c. The awardee is responsible for ensuring that the Principal Investigator(s) or Project Director(s) receives a copy of the award conditions, including: the award letter, the budget, these general terms and conditions, any special terms and conditions and any subsequent changes in the award conditions. These award conditions are made available to the awardee by NSF, in electronic form (http://www.nsf.gov/home/grants/grants_gac.htm), and may be duplicated, copied or otherwise reproduced by the awardee as appropriate. This provision does not alter the awardee's full responsibility for conduct of the project and compliance with all award terms and conditions. Award letters are available electronically via the NSF FastLane System at <http://www.fastlane.nsf.gov/>. Sponsored project offices are able to view, print and/or download NSF award letters for their organizations and PIs can access their individual award letters through use of the FastLane system.

2. Prior Approval Requirements

Unless otherwise specified in the award, provisions of the applicable Federal cost principles and other Federal administrative requirements for prior agency approval apply only to the activities and expenditures specified below.

- a. Written prior approval from the NSF Grants Officer is required for:
 1. Significant Project Changes:
 - (a) transfer of the project effort (see Article 6),
 - (b) change in objectives or scope (see Article 6),
 - (c) absence or change of PI (see Article 6);
 - (d) change in the amount of cost sharing reflected on Line M of the award budget (see Article 19) or
 2. Rearrangements/Alterations aggregating \$25,000 or over (Construction) (see Article 8).
- b. Written prior approval from the NSF Program Officer is required for reallocation of funds provided for participant or trainee support costs (see Article 5)
- c. The prior approval requirements identified above (as well as other types of award related notifications stipulated in GPM Exhibit III-1) must be submitted electronically to NSF through use of the NSF FastLane system at <https://www.fastlane.nsf.gov/>.

3. Consultant Services

Payments to individuals for consultant services under this award shall not exceed the daily equivalent of the then current maximum rate paid to an Executive Schedule Level IV Federal employee (exclusive of indirect cost, travel, per diem, clerical services, fringe benefits and supplies). The most current rate (as well as prior archived rates) is available on the NSF Web site at: <http://www.nsf.gov/bfa/cpo/policy/faqs.htm#cons>.

4. Equipment

- a. *Purchase.* No item of equipment over \$5,000, other than items identified in the approved budget, may be purchased without the advance written approval of the NSF Program Officer.
- b. *Title.* Title to equipment purchased with grant funds shall pass directly to the Government from the vendor. Within 30 days from the date of delivery by the vendor, the Grantee shall furnish the NSF Property Administrator with a full description of the equipment, including model and serial number, acquisition cost (including transportation charges), and the date of the acquisition. The Grantee shall be responsible for property control over Government equipment until such time as it is disposed of as directed by the Government.
- c. *Disposition.* Upon expiration of the grant, the Grantee shall provide the NSF Program Officer with a listing of all equipment purchased with grant funds. This listing should include the acquisition cost and current estimated value of each piece of equipment as well as a recommendation from the Grantee regarding appropriate disposition. If the grantee wishes to retain the property for continued use, the Grantee should also include a statement of the intended use as well as an indication of whether it is willing to purchase the equipment from the Government. Upon consideration of information provided by the grantee and other relevant

information, the Government will determine appropriate disposition of the equipment and will provide the Grantee with disposition instructions.

5. Participant Support Costs

a. 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 GPM Section 618.) Awardee organizations must account for participant support costs separately. Note: No indirect costs may be charged against participant support costs (See GPM Section 632.2).

b. 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.

6. Significant Project Changes

The awardee is required to obtain prior written approval from the NSF Grants Officer whenever there are significant changes in the project or its direction as stipulated below.

a. *Transfer of the Project Effort (Subawards).*

1. NSF authorization to contract or otherwise transfer a significant part of the research or substantive effort to another organization that has been disclosed in the proposal is not needed unless approval has been specifically withheld in the award letter. (See GPM Section 313.)

2. If it becomes necessary to transfer, by contract or other means, a significant part of the research or substantive effort after an award has been made, notification of this intent should be submitted to NSF electronically via the NSF FastLane system and electronically signed by an Authorized Organizational Representative (AOR). At a minimum, the request shall include a clear description of the work to be performed and the basis for selection of the subawardee (except for collaborative/joint arrangements; see GPM Section 313 for a definition.) NSF approval of such changes will be by an amendment to the grant signed by the NSF Grants Officer.

3. Grantees shall ensure that the following articles, if applicable, flow down to all subawardees, or are appropriately addressed in the subaward instrument: Articles, 3, 7, 8, 9, 14, 15, 16, 17, 18, 19, 20, 21, 24, 26, 27, and 28, or are appropriately addressed in subawards.

b. *Change in Objectives or Scope.* A proposed change in the phenomenon or phenomena under study or the objectives of the project stated in the proposal or agreed modifications thereto should be communicated to NSF via use of the FastLane notification and request module <https://www.fastlane.nsf.gov/>. NSF approval of such changes will be by an amendment to the award signed by the NSF Grants Officer.

c. *Absence or Change of Principal Investigator.* If a named Principal Investigator or Project Director plans to or becomes aware that he or she will: (1) devote substantially less effort to the work than anticipated in the approved proposal (defined as a reduction of 25% or more in time); (2) sever his or her connection with the awardee organization; or (3) be absent for a continuous period of three months or more, or otherwise relinquish active direction of the

project, he or she shall advise both the NSF Program Officer and awardee's Authorized Organizational Representative via use of the NSF FastLane notification and request module. Action appropriate to the situation will be initiated in accordance with the guidelines described in GPM Section 312.

7. Travel

a. *Allowability of Travel Expenses.* Expenses for transportation, lodging, subsistence and related items incurred by project personnel and by outside consultants employed on the project (GPM Section 614) 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.

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 Foreign-Flag Air Carriers.*

1. Travel To and From the U.S. Use of a foreign-flag air carrier is permissible if:

(a) the airport abroad is 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) the airport abroad is 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 2 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.

2. 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.

3. *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.

8. Rearrangements and Alterations

a. Rearrangement and alteration costs that do not constitute construction (i.e., rearrangements and alterations aggregating less than \$25,000) to adapt space or utilities within a completed structure to accomplish the objectives of the award, are allowable and approved, provided:

1. the building has a usable life consistent with project purposes and is architecturally suitable for conversion;

2. the rearrangements and alterations are essential to the project; and

3. the space involved will be occupied by the project.

b. Rearrangements and alterations (construction) aggregating \$25,000 or over require the prior written approval of the NSF Grants Officer.

9. Allowable Costs

a. The allowability of costs and cost allocation methods for work performed under this award, up to the amount specified in the award, shall be determined in accordance with the applicable Federal cost principles in effect on the effective date of the award and the terms of the award.

b. Certain prior approval requirements contained in the Federal cost principles have been modified by Article 2.

10. Payments

a. Foreign awardees may receive payments under this award through one of the following methods listed below. The awardee may contact the Division of Financial Management at (703) 292-8280 for additional information. In all cases an awardee should request payments in amounts necessary to meet their current needs, pursuant to the procedures contained in 31 CFR Part 205. The awardee agrees to comply with all applicable Treasury regulations and National Science Foundation implementing and reporting procedures, which are outlined in GPM Chapter IV.

1. Electronic fund transfers by the Automated Clearing House Payment System. Requests are made electronically via NSF's FastLane Cash Request System under the Financial Administration function. To participate in FastLane Cash Request, the awardee must have an account in a United States bank or use a foreign bank with a branch that is licensed to operate in the United States. Banking information must be provided to the NSF Division of Financial Management on form SF3881. The SF3881, ACH Vendor/Miscellaneous Payment Enrollment Form, may be found at <http://www.nsf.gov/bfa/cpo/policy/sf3881.xls>

2. Fedwire Transactions. Grantees are required to mail the form SF270, Request for Advance or Reimbursement, to the NSF Division of Financial Management, Room 575 or fax to 703-292-9005. After approval, payments are electronically transmitted to a United States affiliate bank for subsequent transfer to the awardee's bank. The SF270 form may be found at <http://www.nsf.gov/bfa/cpo/policy/sf270.xls>

3. United States Treasury Checks. Following receipt and approval of SF270, Request for Advance or Reimbursement, a United States Treasury check is mailed to the United States Department of State for transfer to the United States Embassy of the awardee's country.

b. Awardees are required to maintain advances of Federal funds in interest-bearing accounts. Interest earned on Federal advances deposited in interest bearing accounts shall be remitted annually to:

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

* 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. Awardees that do not have this capability should use a check. Interest amounts up to \$250 per year may be retained by the awardee for administrative expenses. Interest earned on advance payments to other than State agencies shall be reported to NSF on the Federal Cash Transactions Report, SF 272 (if payments are made in accordance with paragraph a. above).

11. Continuing Grants

Unless otherwise specified, each successive increment of a continuing grant will be funded at the level indicated in the original grant letter without a formal request from the awardee provided an annual project report has been received from the Principal Investigator(s) and accepted by the NSF Program Officer. Continuing funding is contingent on (1) availability of funds; (2) satisfactory scientific/technical progress; and (3) any special conditions of the grant.

12. Annual Project Report Requirements

a. *Submission Requirement.* For standard grants of two or more years and for continuing or incrementally funded grants, an annual project report is required.

b. *Content of Annual Project Reports.* Unless otherwise specified in the grant, awardees 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/>. The content requirements for annual project reports are specified in the FastLane system.

c. *Timing of Annual Project Reports.* Unless otherwise specified in the award, annual project reports shall be submitted at least three months prior to the end of the current budget period. Failure to submit timely reports may delay processing of funding increments.

13. Final Report Requirements

a. Final Project Report.

1. *Submission Requirements.* Unless otherwise specified in the award, the awardee shall submit a Final Project Report within 90 days following the expiration of the award.

2. *Content of Final Project Reports.* Unless otherwise specified in the award, awardees 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/>.

3. *Additional Requirements.* The awardee also shall provide to the cognizant NSF Program Officer, within 90 days following the expiration 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 this award.

b. *Final Expenditure Report.* All awardees shall submit a Federal Cash Transaction Report (SF-272) by the 10th day of the 2nd month (i.e. Feb. 10, May 10, Aug. 10, and Nov. 10) following the end of each quarter. All FCTRs must be submitted electronically via use of the Financial Administration Functions in FastLane available at <https://www.fastlane.nsf.gov/>.

14. Information Collection

Information collection activities performed under this award are the responsibility of the awardee, and NSF support of the project does not constitute NSF approval of the survey design, questionnaire content or information collection procedures. The awardee 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. However, this requirement 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.

15. Copyrightable Material

a. 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 awardee 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.

b. *Copyright Ownership, Government License.* Except as otherwise specified in the award or by this paragraph, the awardee may own or permit others to own copyright in all subject writings. The awardee 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.

c. *Awards Affected by International Agreements.* If the award indicates it is subject to an identified international agreement or treaty, NSF can direct the awardee 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.

d. *Awardee Action to Protect Government Interests.* The awardee 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 awardee 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.

16. Program Income

a. *Definition.* Program income means gross income earned by the awardee that is directly generated by a supported activity or earned as a result of the award. Program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under the award, the sale of commodities or items fabricated under the award, license fees and royalties on patents and copyrights, and interest on loans made with award funds. Interest earned on advances of Federal funds is not program income. Program income does not include the receipt of principal on loans, rebates, credits, discounts, etc., or interest earned on any of them.

b. *Standard Treatment.* Unless otherwise specified in the award, program income (except as noted in (1) below) received or accrued to the awardee during the period of this award shall be retained and added to the funds committed to the project by NSF and used to further project objectives. Also, unless otherwise specified, the awardee shall have no obligation to NSF with respect to: (1) license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions received or accrued at any time; or (2) program income received beyond the period of this award.

c. *Records Retention.* The awardee is required to retain appropriate financial and other records relating to project income earned during the award period and for three years beyond the end of the award period.

17. Publications

a. *Acknowledgment of Support.* The awardee is responsible for assuring that an acknowledgment of NSF support is made:

1. in any publication (including World Wide Web pages) of any material based on or developed under this project, in the following terms:

"This material is based upon work supported by the National Science Foundation under Grant No. (NSF grant number)."

2. NSF support also must be orally acknowledged during all news media interviews,

including popular media such as radio, television and news magazines.

b. *Disclaimer.* The awardee is responsible for assuring that every publication of material (including World Wide Web pages) based on or developed under this award, except scientific articles or papers appearing in scientific, technical or professional journals, contains the following disclaimer:

"Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the National Science Foundation."

c. *Copies for NSF.* The awardee is responsible for assuring that two copies of every publication of material based on or developed under this award, clearly labeled with the award number and other appropriate identifying information, are sent to the cognizant NSF Program Officer promptly after publication.

d. *Metric System.* All reports and publications resulting from this NSF award are encouraged to use the metric system of weights and measures.

18. Patent Rights

Unless otherwise provided in the award, if this award is for experimental, developmental, or research work, the clause found in the NSF GPM (implementing the Bayh-Dole Act, [35 U.S.C. 200 et seq.]) applies [see GPM Section 731.3.] <http://www.nsf.gov/bfa/cpo/gpm95/ch7.htm#ch7-43>. The awardee will include that clause in all subawards for experimental, developmental, or research activities.

19. Cost-Sharing and Cost-Sharing Records

a. *General.* The awardee must cost share under this award in accordance with any specific requirements contained in or referenced by the applicable program announcement, solicitation or award letter. If the award has no specific requirements and if the work supported by this award is for research resulting from an unsolicited proposal, the awardee may meet the statutory cost-sharing requirement by choosing either of two alternative methods:

1. by cost-sharing a minimum of one percent on this project; or

2. by cost-sharing a minimum of one percent on the aggregate total costs of all NSF-supported projects requiring cost-sharing.

b. *Specific Cost Sharing Requirements.*

1. If the award has specific cost-sharing requirements in excess of the one percent minimum indicated above, cost-sharing participation in other projects may not be counted towards meeting the specific cost-sharing requirements of the award, and must come from non-federal sources, unless otherwise stated in the applicable program solicitation.

2. Should the awardee 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: 1) immediately provide written notification to the Grants Officer of the situation; 2) indicate steps

it plans to take to secure replacement cost sharing; 3) indicate the plans it has to either continue or phase out the project in the absence 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.

c. *Cost-Sharing Records.* The awardee must maintain records of all project costs that are claimed by the awardee 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 which meet the criteria identified in Section .23 of OMB Circular A-110. 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 awardee's cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

d. *Cost-Sharing Reports.* Unless otherwise required by the award or requested by NSF, the actual cost participation by the awardee, 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 cumulative award budget is \$500,000 or more, the amount of cost-sharing must be documented (on an annual and final basis), certified by the Authorized Organizational Representative and reported to the NSF program officer.

e. *Exemptions from Statutory Cost-Sharing Requirement.* If the award does not contain or reference any specific cost-sharing requirements and provides funds solely for the following purposes (not considered to be in support of "research"), statutory cost-sharing is not required:

1. international travel;
2. construction, improvement or operation of facilities;
3. acquisition of research equipment;
4. ship operations;
5. education and training;
6. publication, distribution and translation of scientific data and information;
7. symposia, conferences and workshops;
and

8. special studies authorized or required by Subsections 3a(5) through 3a(7) of the NSF Act, as amended.

20. Audit and Records

a. Financial records, supporting documents, statistical records, and other records pertinent to this award shall be retained by the awardee for a period of three years from submission of the Final Project Reports specified in Article 13.

1. Records that relate to audits, appeals, litigation or the settlement of claims arising out of the performance of the project shall be retained until such audits, appeals, litigation or claims have been disposed of.

2. Records relating to projects subject to special project income provisions shall be retained until three years from the end of the awardee's fiscal year in which the award requirement for reporting income expires.

b. Unless court action or audit proceedings have been initiated, the awardee may substitute microfilm copies of original records.

c. The Director of the National Science Foundation and the Comptroller General of the U.S., or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers and records of the awardee organization and of the performing organization, if different, to make audits, examinations, excerpts and transcripts. Further, any negotiated contract in excess of the simplified acquisition threshold (currently \$100,000) made by the awardee shall include a provision to the effect that the awardee, the Director of the National Science Foundation, the Comptroller General of the U.S., or any of their duly authorized representatives shall have access to pertinent records for similar purposes.

d. In order to avoid duplicate record keeping, NSF may make special arrangements with the awardee to retain any records that are needed for joint use. NSF may request transfer to its custody of records not needed by the awardee 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 awardee. In the rare event that this provision is exercised, NSF will negotiate a mutually agreeable arrangement with the awardee regarding reimbursement of costs.

21. Site Visits

NSF, through authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by NSF on the premises of the awardee or a contractor under an award, the awardee shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

22. Suspension or Termination

a. Any suspension or termination action taken by NSF must be issued by an NSF Grants Officer and will be in accordance with this article and GPM Section 910.

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

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

2. by NSF when the Foundation has other reasonable cause;

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

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

5. by the awardee 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).

c. Normally, action by NSF to suspend or terminate an award will be taken only after the awardee has been informed by NSF of any deficiency on its part and given an opportunity to correct it; but NSF may immediately suspend or terminate the award without notice when it believes such action is reasonable to protect the interests of the Government.

d. No costs incurred during a suspension period or after the effective date of a termination will be allowable, except those costs which, in the opinion of NSF, the awardee could not reasonably avoid or eliminate, or which were otherwise authorized by the suspension or termination notice, provided such costs would otherwise be allowable under the terms of the award and the appropriate Federal cost principles.

e. Within 30 days of the termination date, the awardee will furnish a summary of progress under the award and an itemized accounting of costs incurred prior to the termination date or pursuant to d, above. Final allowable costs under a termination settlement shall be in accordance with the terms of the award, including this article, and the appropriate Federal cost principles, giving due consideration to the progress under the award. In no event will the total of NSF payments under a terminated award exceed the award amount, or the NSF pro rata share of the total project costs when cost-sharing was anticipated, whichever is less.

f. A notice of termination other than by mutual agreement and/or the final settlement amount may be subject to review pursuant to Article 23.

23. Termination Review Procedure

a. A request for review of a notice of termination or settlement should be addressed to the Director, Division of Grants and Agreements, National Science Foundation, 4201 Wilson Blvd.,

Arlington, VA, 22230. It must be postmarked no later than 30 days after the date of the letter notifying the awardee of the termination or settlement.

b. The request for review must contain a full statement of the awardee's position and the pertinent facts and reasons in support of such position.

c. Review of a notice of termination or settlement will be conducted in accordance with GPM Section 923.

d. Pending resolution of the request for review, the notice of termination shall remain in effect.

24. National Security: Classifiable Results Originating Under NSF Grants

a. NSF does not have original classification authority and does not normally support classified projects. It therefore does not expect that results of NSF-supported research projects will be classifiable, except in very rare instances.

b. E.O. 12958 (3 CFR 1995 Comp.) states that basic research information not clearly related to the national security may not be classified. Nevertheless, some information concerning, among other things, scientific, technological or economic matters relating to the national security or cryptology may require classification.

c. There may be cases when an NSF awardee originates information during the course of an NSF-supported project that the awardee believes requires classification under E.O. 12958.

d. In such a case, the awardee has the responsibility to promptly:

1. submit the information directly to the government agency with appropriate subject matter interest and classification authority or, if uncertain as to which agency should receive the information, to the Director of the Information Security Oversight Office, GSA;

2. protect the information as though it were classified until the grantee is informed that the information does not require classification, but not longer than 30 days after receipt by the agency with subject matter interest or by the GSA; and

3. notify the cognizant NSF Program Officer.

e. The Executive Order requires the agency with appropriate subject matter interest and classification authority to decide within 30 days whether to classify the material. If it determines the information will require classification, the awardee shall cooperate with that agency, NSF or other appropriate agencies in securing all related project notes and papers.

f. If the information is determined to require classification, the awardee may wish or need to discontinue the project. (See Article 25 and GPM 913, "Termination by Mutual Agreement.")

25. Human Research Subjects

The awardee is responsible for the protection of the rights and welfare of any human subjects involved in research, development and related activities supported by this award. The awardee

agrees to comply with the NSF regulation, entitled, "Protection of Human Subjects [45 CFR 690]."

26. Resolution of Conflicting Conditions

Should there be any inconsistency between any special conditions contained in the award and these Foreign Grant General Conditions (FGC), the special conditions in the award shall control.

Should there be any inconsistency between these Foreign Grant General Conditions (FGC), 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

27. 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 awardee institution is advised to take such steps as may be deemed necessary to insure or protect itself, its employees and its property.

28. 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 awardees 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.

29. Government Permits and Activities Carried On Outside the U.S.

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

b. The awardee should assure that award 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 proposed activities. NSF does not assume responsibility for awardee compliance with the laws and regulations of the country in which the work is to be conducted.