U.S. National Science Foundation
Cooperative Agreement
Modifications and Supplemental Financial & Administrative Terms and Conditions for Mid-Scale Research Infrastructure Projects

Effective for new NSF cooperative agreements, and funding amendments to existing cooperative agreements, made on or after July 31, 2026[1]

Revision of the Cooperative Agreement Modifications and Supplemental Financial & Administrative Terms and Conditions for Mid-Scale Research Infrastructure Projects

Effective July 31, 2026, new NSF cooperative agreements, and funding amendments to existing cooperative agreements, will begin referencing, and are subject to, the applicable award terms and conditions identified in the award notice and the *Cooperative Agreement Financial & Administrative Terms and Conditions* (CA-FATC) dated July 31, 2026.

Any questions regarding these terms and conditions may be directed to the Office of Award Management, Financial Assistance Requirements Branch at policy@nsf.gov.

Unless otherwise specified in a special award condition of the cooperative agreement, or as modified below, the *Cooperative Agreement Financial & Administrative Terms and Conditions* (CA-FATC) dated July 31, 2026 are applicable to this cooperative agreement or cooperative support agreement. When the *Modifications and Supplemental Financial & Administrative Terms and Conditions for Mid-Scale Research Infrastructure Projects* dated July 31, 2026 or an award notice references a particular section of the *Research Infrastructure Guide*, then that section becomes part of the award requirements through incorporation by reference.

Modification to the Cooperative Agreement Financial & Administrative Terms and Conditions

The CA-FATC are modified for Mid-Scale Research Infrastructure awards as follows:

Term and Condition Number 33. Termination and Enforcement, paragraph e. is replaced with the following:

e. Within 120 calendar days of the termination date, the recipient 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 must be in accordance with the terms and conditions of the award, including this term and condition, and the governing cost principles, giving due consideration to the progress under the award. In no event will the total of NSF

[1] Unless otherwise specified.

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.

Supplemental Financial & Administrative Terms and Conditions

The CA-FATC are supplemented with the following additional terms and conditions for Mid-Scale Research Infrastructure Projects including those funded as part of Federally Funded Research and Development Centers or associated with existing Major Facilities as follows:

Term and Condition Number and Subject

67. Contract Requirements
68. Financial Statement Disclosure of Federally-owned Property
69. Information Security
70. Environmental and Historic Preservation Compliance
71. Software Development
72. Rights in Data Necessary for the Operation and Management of the Research Infrastructure
73. Knowledge Management
74. Project Personnel and Competencies
75. Financial Reporting
76. Unexpended Funds
77. Budget Contingency

67. Contract Requirements

a. NSF will exercise its responsibility for oversight and monitoring of procurements, contracts, or other contractual arrangements for the purchase of materials and supplies, equipment or general support services under the award. The procedures set forth below must be followed to ensure that performance, materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal statutes and Executive Orders.

The recipient must obtain written approval from the cognizant NSF Grants and Agreements Officer prior to entering into a contract if the amount exceeds $250,000 or other amount specifically identified in the agreement. Contracts clearly identified in the NSF award budget are considered approved at the time of award unless approval is withheld by the cognizant NSF Grants and Agreements Officer. Contracts must be clearly identified in the NSF award budget on Line G6. Other. The threshold noted above also applies to cumulative increases in the value of the contractual arrangement after initial NSF approval. The recipient must not artificially segregate its procurements to lesser dollar amounts for the purpose of circumventing this requirement.

A request to enter into a contract must include, at a minimum:

1. proposed contractual arrangement document;

2. a description of the supplies or services required;

3. identification of the type of contract to be issued;

4. the proposed price and the recipient's cost or price analysis;

5. identification of the proposed vendor, an explanation of why and how the proposed vendor was selected, and the degree of competition obtained; and

6. if the contract was awarded without competition, the request to enter into a contract must include a detailed justification.

b. Assignment

The recipient must insert a clause in all contracts subject to this term and condition reserving its right to assign the contract to a third party should a successor recipient be selected by NSF.

The recipient must flow down appropriate provisions of the applicable CA-FATCs, and any special conditions included in the agreement must be included in the contract(s).

c. Notification to Proceed

NSF must review proposed activities and estimated costs for compliance with 2 CFR part 200, and agency and award specific requirements. Approval of the request does not constitute a determination by NSF of the allowability of any cost under the contract. Note: The review of contracts is necessary for verifying estimated costs and proposed activities and ensuring compliance with the terms and conditions of the award. NSF will not review the agreements for legal sufficiency.

68. Financial Statement Disclosure of Federally-owned Property

If the cognizant NSF Program Officer has designated real property and equipment as Federally-owned property (FOP), the recipient must disclose the total book value of individual FOP assigned to its custody under this award as a separate line item in the balance sheet and/or as a footnote in the audited financial statements. The listing should include all the designated FOP purchased or constructed, including land and buildings under the award or acquired by screening excess through GSA. It should also include Construction-in-Progress (CIP) or Work-in-Progress (WIP) totals for each piece of FOP. CIP is defined as real property that is in the process of being manufactured or fabricated but is not yet complete. WIP is defined as equipment that is in the process of being manufactured or fabricated but is not yet complete. CIP and WIP consist of the costs of direct materials, direct labor, direct purchased services, and indirect costs, including general and administrative and overhead costs. Costs coded CIP or WIP should not be depreciated.

No other real property or equipment acquired under another Federal award or entity should be included as part of this award reporting. This requirement does not supersede any financial reporting requirements required by the Financial Accounting Standards Board or American Institute of Certified Public Accountants.

Book value is defined as the original cost of the asset less any depreciation or amortization expense incurred as of the audited Balance Sheet date. The Financial Statement Disclosure of Federally-owned property must be reported as required by Subpart F—Audit Requirements 2 CFR §§ 200.500 - 200.520. The mailing address is: Federal Audit Clearinghouse, Bureau of the Census, 1201 E. 10th Street, Jeffersonville, IN 47132 and the web address is: https://www.fac.gov.

69. Information Security

Security for all information technology (IT) systems employed in the performance of this award, including equipment and information, is the recipient's responsibility. Within 90 calendar days of the award start date, the recipient must provide a written summary of the policies, procedures and practices employed by the recipient as part of the recipient's IT security program, in place or planned, to protect research and education activities in support of the award.

The summary should describe the information security program appropriate for the project including, but not limited to: roles and responsibilities, risk assessment, technical safeguards, administrative safeguards, physical safeguards, policies and procedures, awareness and training and notification procedures in the event of a cyber-security breach. The summary should include the recipient's evaluation criteria that will measure the successful implementation of the IT security program. In addition, the summary should address appropriate security measures required of all subrecipients, researchers and others who will have access to the systems employed in support of this award.

The summary will be the basis of a dialogue which NSF will have with the recipient, directly or through community meetings. Discussions will address several topics, such as, but not limited to: evolving security concerns and concomitant cyber-security policy and procedures within the Government and at the recipient; available education and training activities in cyber-security; and coordination activities among NSF recipients.

70. Environmental and Historic Preservation Compliance

The recipient acknowledges that NSF, as a Federal agency, must satisfy its compliance obligations under Federal environmental laws, including the National Environmental Policy Act, 42 U.S.C. §§ 4321, et seq., the National Historic Preservation Act, 54 U.S.C. §§ 300101, et seq., and the Endangered Species Act, 16 U.S.C. §§ 1531, et seq. The recipient must cooperate to the fullest extent possible with NSF's efforts to meet those obligations for any proposed activities warranting such compliance. The recipient will ensure that any contracts made under this award will be subject to this same condition.

The recipient must not undertake any activity that may be subject to Federal environmental laws until NSF has satisfied its environmental compliance obligations, as evidenced in writing by the cognizant NSF Grants and Agreements Officer. In the event that any cultural or historic materials are exposed, all construction work must immediately cease, and the recipient will contact the cognizant NSF Program Officer and the cognizant NSF Grants and Agreements Officer, within 48 hours of becoming aware of the exposure of cultural or historic materials.

71. Software Development

Software designs, prototypes, and all documentation for the final designs developed under this agreement must be made fully transferable upon direction of NSF. NSF may make the software design, prototype, and documentation for the final design available to competitors for review during any anticipated re-competition of the project.

72. Rights in Data Necessary for the Operation and Management of the Research Infrastructure

a. Notwithstanding the CA-FATC term and condition entitled, "Copyrighted Material," the recipient grants to the U.S. National Science Foundation in perpetuity the right to use and reproduce data produced under this award without charge or additional expense (except for whatever reasonable costs are incurred by the recipient to reproduce the data) as necessary should NSF have a future interest in the data.

b. The types and kinds of data deemed necessary for the operation and management of the research infrastructure, includes, but is not limited to:

1. Preventive maintenance guides
2. Preventive maintenance histories
3. Operating manuals and similar plans
4. Facility and instrument drawings (including design, shop and as-built drawings), designs and specifications
5. Schematics
6. Warranty data
7. Schedules
8. Software and manuals developed under this award
9. Inventories
10. Document indices
11. Subawards, contracts and vendor agreements
12. Operations reports
13. Memoranda with third parties pertaining to the award
14. Safety manuals

c. Rights acquired by NSF under this term and condition do not include rights in any data produced solely for scientific research purposes or studies.

d. The recipient must comply with NSF Data Management Plan requirements and notify NSF prior to introducing data that was not originated under the award, if such data will be critical to operate and/or manage the research infrastructure. NSF will consider any limitations on transferability of the data to a future recipient, as well as potential complications of any proprietary claims to the data prior to approving its use.

e. The recipient must ensure that the requirements of this term and condition flow down to all subrecipients and contractors at all tiers.

73. Knowledge Management

The recipient should participate in NSF's Knowledge Management Program to foster a learning culture across NSF's research infrastructure portfolio. Participation may include but is not limited to: sending appropriate staff to the annual Research Infrastructure Workshop; presenting lessons learned or good practices at the annual workshop; participation in the Workshop Planning Committee; or providing lessons learned or good practices to NSF through either the Workshop Planning Committee, the cognizant NSF Program Officer or the cognizant NSF Grants and Agreements Officer.

74. Project Personnel and Competencies

NSF's research infrastructure portfolio requires skilled people that collectively possess a broad range of professional competencies. The minimum set of competencies NSF considers essential for managing its major facilities are detailed in NSF's *Research Infrastructure Guide*.

75. Financial Reporting

The recipient shall submit interim financial data reports at an interval and in a format specified by the cognizant NSF Program Officer, and if the award is over a specified threshold as mentioned in the cooperative agreement. The report shall be in the Work Breakdown Structure (WBS) format as negotiated with NSF and to a level specified by the NSF Program Officer with the underlying data traceable to the approved NSF budget format. The report shall include the approved budget amounts, actual costs incurred to date by WBS, and residual funds that remain. Reports should be submitted in Research.gov using the Interim Reporting function, unless otherwise specified by the cognizant NSF Program Officer or the cognizant NSF Grants and Agreements Officer.

76. **Unexpended Funds**

"Unexpended funds" are the amount of funds under a federal award that have been obligated (awarded) by NSF via the original award or subsequent amendments that the recipient has not yet expended, encumbered, or committed in its accounting system. Unexpended funds may also be referred to as "unliquidated balance," "residual funds," or "uncommitted funds."

"Re-budget" is the transferring of funds from one budget category to another for allowable expenditures within the award period of performance.

"Carry over" is the process by which unexpended funds remaining at the end of a budget period get carried forward for allowable expenditures in subsequent budget periods.

B. Unexpended funds at the end of a budget period, must be reported consistent with the award terms and conditions for Financial Reporting. At the end of a budget period, the recipient may re-budget unexpended funds consistent with PAPPG - *Prior Written Approvals,* CA-FATC article entitled *Prior Approval Requirements*, and in accordance with the award terms and conditions.

C. NSF may establish limits for the amount of authorized carryover in the award terms and conditions. If unexpended amounts exceed the established carryover limit, the recipient must receive written approval of the NSF Program Officer to exceed the limit. NSF may elect to require the recipient to exhaust any baseline carryover balance above the established limit before NSF obligates additional funds for the award.

77. **Budget Contingency**

A. Definitions:

"Budget Contingency". Consistent with 2 CFR §200.433(a), Budget Contingency is the part of a budget estimate of future costs which are associated with possible events of conditions arising from causes for which the precise outcome is indeterminable at the time of estimate and that are likely to result, in the aggregate, in additional costs for the approved activity or project. Contingency must not include amounts for major project scope changes, unforeseen risks, or extraordinary events.

“Baseline” is the dollar amount approved and obligated (awarded) by NSF via the original award or subsequent amendments, under the standard NSF budget categories based on the Work Breakdown Structure (WBS) to support the activities funded under the award. Baseline does not include fee or contingency.

“Authorized Contingency” is the total budget contingency reviewed and approved by NSF for the award period of performance.

“Obligated Contingency” is the cumulative amount of budget contingency obligated (awarded) by NSF via the original award, or subsequent amendments to the award, and is available for use by the recipient.

“Contingency use” (also known as “takes”) is the re-budgeting of obligated contingency to WBS elements based on the estimated cost(s) of realized known risks. The actual costs of realized known risks are not generally known until later in the award period of performance.

“Available Contingency” is the portion of contingency that has not been re-budgeted by the recipient to specific WBS element(s) and remains available for use.

B. The amount of authorized and obligated contingency is specified in these award terms and conditions and may be updated through subsequent amendments by NSF. Requests to increase the available contingency through re-budgeting of baseline due to projected cost underruns, de-scoping, or through obligation of additional funds by NSF (i.e., “puts”), must be informed by a current and well-justified risk assessment reviewed by NSF, and approved by the NSF Program Officer and the Grants and Agreements Officer through an award amendment. In addition, NSF may request updated project risk information periodically to assess the need for increases to the authorized or obligated contingency amount.

Re-budgeting of baseline to contingency shall only occur after the WBS is complete, or when there is sufficient confidence in a cost underrun at completion. The re-budgeting of baseline to contingency due to de-scoping shall be in accordance with the Scope Management Plan and the thresholds established in the terms and conditions of this award. All “puts” to contingency must be tracked and verifiable through the recipient’s records, with the obligated and available contingency balances reported in accordance with the award terms and conditions for Financial Reporting.

C. The use of contingency (i.e., “takes”) shall be in accordance with the thresholds established in the terms and conditions of this award and must be tracked and verifiable through the recipient’s records. The actual costs funded through use of budget contingency are allowable only if such costs comply with the applicable cost principles, are necessary and reasonable for proper and efficient accomplishment of project or program objectives and are verifiable from the recipient's or subrecipient's records.

D. Contingency that is not used may be de-obligated from the award at any time during the period of performance, but generally at award close-out if not used to address known risks or implement approved scope opportunities in accordance with the NSF-approved Risk and Scope Management Plans.