

ADC BASE AGREEMENT

BETWEEN

Advanced Technology International

315 Sigma Drive

Summerville, SC 29486

AND

ADC Consortium Member

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UEI: \_\_\_\_\_

ADC Base Agreement No: 20XX-XXX

Authority: NSF Other Arrangements Agreement No. 49100421Z1318 and 42 U.S.C. § 1870(c) Authority of the United States National Science Foundation (NSF) to carry out scientific or engineering activities.

This Base Agreement is entered into between Advanced Technology International, hereinafter referred to as the "Consortium Management Firm (CMF)" and \_\_\_\_\_, hereinafter referred to as "Consortium Member." This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior representations and agreements. It shall not be varied except by an instrument in writing of subsequent date duly executed by an authorized representative of each of the parties. The validity, construction, scope and performance of this Arrangement shall be governed by the laws of the state of South Carolina, excluding its choice of laws rules.

**ADC Consortium Member Name**

**Advanced Technology International**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **I. SCOPE OF AGREEMENT**

### **A. Background, Scope, and Goals/Objectives**

1. The purpose of the ADC Other Arrangement (OA) is to establish America's DataHub Consortium (ADC) on behalf of National Science Foundation's National Center for Science and Engineering Statistics (NCSES). The ADC, on behalf of NSF's National Center for Science and Engineering Statistics (NCSES), shall perform a coordinated research and development program to further NCSES's statutory role as a central Federal clearinghouse for the collection, interpretation, analysis, and dissemination of objective data on science, engineering, technology, and research and development. Advanced Technology International (ATI), herein referred to as the Consortium Management Firm (CMF), serves as the appointed consortium manager to administer and manage ADC.
2. In this regard, NCSES aims to address a challenging problem regarding the federal government's decentralized data infrastructure and statistical system and the availability of enormous amounts of information outside of the federal statistical system from a variety of sources. The potential outcomes for expanding access and analysis of those data are enormous. Doing so could help improve government services at all levels; allow researchers to accurately measure the outcomes of public and private investment; support the development and implementation of effective public policies in multiple arenas; spark innovations in R&D for science, engineering, and technology; increase the scope and impact of STEM education; improve the lives of the American people and expand their economic opportunities; and increase U.S. global competitiveness.
3. It is anticipated that the Government will issue projects through the CMF to the Consortium Members to further the ADC objectives. Such projects may range in complexity and may involve different classes of data and different kinds of access to data.
4. In forming the ADC, the goals or objectives include but are not limited to:
  - Develop new ways of acquiring, cleaning, and standardizing data; combining multiple data sets; and linking data from various government and private sources to yield valuable insights into critical issues.
  - Design, build, and support cutting-edge data linkage and access infrastructure that will increase our abilities to process and analyze data in real time, store data securely, and expand research access.
  - Build even stronger data capabilities and partnerships to further increase security, confidentiality, and privacy protections while ensuring transparency and public trust.
  - Document and provide lessons learned for similar projects across the government.
5. The Government expects to have continuous involvement with the Consortium. The Government will also obtain access to work results and certain rights in data and patents pursuant to Sections VII and VIII below. NSF and the CMF are bound to each other by a duty of good faith and best efforts in achieving the goals of the Consortium.
6. The Other Arrangement (OA) between the Government and the CMF is a contract formed pursuant to NSF's "Other Arrangements" statutory authority under 42 U.S.C. § 1870(c) and

other applicable federal law. This Base Agreement is direct flow down of the OA for the ADC between the CMF and the Government. The OA and this Agreement is not intended to be, nor shall it be construed as, by implication or otherwise, a partnership, a corporation, or other business organization.

## **B. Definitions**

“Agreement” or “Base Agreement” means the agreement between the CMF and ADC member organization that serves as the baseline agreement for all future funded Project Agreements and flows down applicable terms and conditions from the Other Arrangement between the Government and the CMF for the ADC.

“Agreements Officer (AO)” means an individual in the Division of Acquisition and Cooperative Support at NSF with authority to enter into, administer, or terminate the OA or any Project Agreements executed under the OA on behalf of the Government.

“Agreements Officer’s Representative (AOR)” means an individual designated and authorized in writing by the Agreements Officer to perform specific technical or administrative functions on behalf of the Government. At the Government’s discretion, multiple AORs may be designated in writing at either the Agreement level or on a per-project basis.

“Consortium” means the America’s DataHub Consortium (ADC), which is composed of academic, for-profit, non-profit, and/or non-traditional entity membership that are legally bound to operate in accordance with a Consortium Membership Agreement.

“Consortium Management Firm (CMF)” is the organization selected by NSF to act on behalf of the ADC to execute and administer the efforts under the Other Arrangement and subsequently this Base Agreement.

“Consortium Members” means academic, for-profit, non-profit, and/or non-traditional entities who have executed the Consortium Membership Agreement.

“Consortium Membership Agreement (CMA)” means the Agreement governing the rights and obligations of the Consortium member entities.

“Data,” means recorded information, regardless of form or method of recording, which includes but is not limited to, technical data, scientific/engineering information, computer software, computer software documentation, and mask works. The term does not include financial, administrative, cost, pricing or management information and does not include subject inventions.

“Government” means the United States of America, as represented by an Agreements Officer.

“Invention,” as used in this Agreement, means any innovation or discovery that is or may be patentable or otherwise protectable under title 35 of the United States Code (U.S.C.).

“Made,” as used in this Agreement in relation to any Invention, means the conception or first actual reduction to practice of such Invention.

“Non-traditional entity” means an entity (construed in its broadest sense to include qualified large and small businesses, universities, non-profits, philanthropic organizations, partnerships, joint ventures, and other entity forms) that is not currently performing and has not performed, for at least the three-year period preceding the solicitation of sources by NSF for the procurement or arrangement, under any NSF procurement contract or NSF instrument of financial assistance.

“Organizational Conflict of Interest” means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

“Other Arrangement” or “OA” for the purposes of this Agreement means a contract formed between the Government and the CMF pursuant to NSF’s statutory authority at 42 U.S.C. § 1870(c). An Other Arrangement is not a FAR-based procurement contract nor a financial assistance transaction but another system of contracting available to NSF by statute.

“Property” means any tangible personal property other than property actually consumed during the execution of work under this Agreement. For purposes of this Agreement, “property” does not include deliverables to NSF under any PA.

“Project” means an activity proposed by the Consortium Member and selected by the Government for a Project Agreement under the OA.

“Project Agreement” or “PA” means any individual project awarded to a Consortium Member in accordance with this Agreement.

“Resource Sharing” means cash or in-kind resources expended during a project award by the Consortium Member or lower tier Subcontractors that are necessary and reasonable for accomplishment of the project.

“Sub-agreement” means any agreement or contract executed between a Consortium Member and another entity in performance of a Project Agreement.

“Subcontractor” means a business or person that enters into an agreement or contract to carry out work for another entity in performance of a Project Agreement.

“Subject Invention” means those inventions conceived or first actually reduced to practice under this Agreement.

“System for Award Management (SAM)” means the Federal repository into which an entity must provide information required for the conduct of business as the Consortium Management Firm. Additional information about registration procedures may be found at the SAM Internet site (<http://www.sam.gov>).

“Technology” means discoveries, innovations, Know-How and inventions, whether or not tangible, and whether patentable or not, including computer software, recognized under U.S. law as intellectual creations to which rights of ownership accrue, including, but not limited to, patents, trade secrets, maskworks, and copyrights developed under this Agreement.

“Unlimited Rights” means rights to use, duplicate, release, or disclose, Data in whole or in part, in any manner and for any purposes whatsoever, and to have or permit others to do so.

## **II. TERM, TERMINATION & EXTENSION OF TERM**

### **A. Term of this Agreement**

This Agreement is effective upon the date of the last signature hereon and continues through August 9, 2026. Provisions of this Agreement, which, by their express terms or by necessary implication, apply for periods of time other than specified herein, shall be given effect, notwithstanding this Section.

Any PA issued during the Period of Performance for this Agreement and not completed within that period shall be completed by the Consortium Member within the time specified in the PA.

### **B. Termination Provisions**

The Government reserves the right to terminate the OA, or any PA executed under this Agreement, or any part hereof, at any time. In the event of such termination, the Consortium Member awarded a PA shall immediately stop all work thereunder and shall immediately cause any and all of its suppliers and Subcontractors to cease work.

The Government and the Consortium Member awarded a PA with the CMF should negotiate in good faith a reasonable and timely adjustment of all outstanding issues between the parties as a result of termination, which may include non-cancelable commitments made prior to the termination. In the event of a termination of the PA, the Government shall have paid-up Unlimited Rights in Data consistent with the Data Rights provision of this Agreement. See Section VIII, Data Rights. Failure of the parties to agree to an equitable adjustment or to resolve an outstanding issue shall be resolved pursuant to the Disputes section of this Agreement.

If a Consortium Member awarded a PA fails to comply with the provisions of this Agreement or its PA, the Agreements Officer through the CMF, after the issuance of a cure notice, may take one or more of the following actions:

- (1) Withhold payments until the breach is corrected by the applicable Consortium Member;
- (2) Disallow all or part of the cost, including the associated fee or profit, of the activity or action causing the breach;
- (3) Terminate the PA in whole or in part; and/or
- (4) Take any other legally available remedies.

## **III. CONSORTIUM MANAGEMENT**

### **A. Management and Program Structure**

The CMF shall be responsible for the overall technical and program management of the ADC, and technical planning and execution shall remain with the CMF, including but not limited to reporting, financial and administrative matters, overall day-to-day management of Government-funded projects and all projects issued to Consortium Members under this OA. In consultation with NSF, the CMF shall establish an initial form of CMA and operate in accordance with its terms and conditions. In accordance with the Consortium's CMA, or any other administration agreement between the Consortium, its

members, and its CMF of record, the CMF will act on behalf of the Consortium in executing the OA, and any future modifications to it. All financial transactions between the Government and the Consortium, including payment, will be made via the CMF. The CMF will subsequently disburse funds to the Consortium Member awarded a PA.

The NSF Agreements Officer's Representative (AOR), in consultation with other NSF program representatives, shall provide recommendations on developments and technical collaboration and be responsible for ongoing review and verification of projects.

In part to facilitate such review, the CMF in coordination with NSF will organize America's DataHub Consortium Industry Days as requested by the AOR, a collaboration event designed to bring government, academia, and industry together around mission needs and potential solutions. The purpose of these Industry Days is to allow the Government to share its mission needs, and Consortium Members to share their state-of-the art capabilities and solutions.

#### **B. Reserved**

#### **C. Modifications to the Agreement**

1. The NSF AOR shall be responsible for the review and verification of any recommendations to revise or otherwise modify the terms and conditions of this Agreement or Project Agreement subject to Section 3 of this section.
2. For minor or administrative Agreement modifications the CMF will issue a written, unilateral Base Agreement modification; no signature is required by the ADC Member. The CMF may also execute unilateral administrative Project Agreement modifications, such as incremental funding modifications and point of contact changes; no signature is required by the ADC Member. The Parties shall mutually agree to and approve in writing all other Project Agreement modifications.
3. The NSF AO, through the CMF will be responsible for instituting all non-minor modifications to project awards under this Agreement. In no event will any understanding agreement, modification, change, or other matter deviating from the terms of the Agreement between the Consortium Member awarded a PA and any other person be effective or binding on the CMF or Government. Changes in the terms and conditions of this Agreement or any PAs executed under this Agreement, except for minor or administrative corrections, as noted above, may only be made by written agreement between the CMF and the Consortium Member awarded a PA with approval of the Agreements Officer as applicable.

### **IV. AGREEMENT ADMINISTRATION**

Administrative and contractual matters under this Agreement shall be referred to the following representatives of the Parties:

#### **A. CMF Points of Contact:**

ADC Contracts  
Advanced Technology International  
adc-contracts@ati.org

#### **ADC Member Organization:**

Name: [Click here to enter name](#)  
Title: [Click here to enter title](#)

Organization: [Click here to enter organization name](#)  
Address: [Click here to enter organization address](#)  
[Click here to enter organization address](#)  
Phone: [Click here to enter phone number](#)  
Email: [Click here to enter email address](#)

Technical Matters under this Agreement shall be referred to the following representatives:

**ADC Member Organization:**

Name: [Click here to enter name](#)  
Title: [Click here to enter title](#)  
Organization: [Click here to enter organization name](#)  
Address: [Click here to enter organization address](#)  
[Click here to enter organization address](#)  
Phone: [Click here to enter phone number](#)  
Email: [Click here to enter email address](#)

**B. Other Agreement Administration Provisions**

**1. Branding, Communication, and Transparency**

Communications for and about the ADC will be subject to NCSES oversight and direction. Any communications that could potentially involve personal identifiable information (PII) or identifiable information will be subject to review by NSF/NCSES. The AOR will provide the required direction on behalf NSF/NCSES.

All communications must align with the NSF/NCSES mission and will be policy-neutral (as interpreted by the AOR and/or NCSES).

**2. Inspection and Acceptance**

(a) The Government has the right to inspect and test all materials furnished and services performed under the OA to include this Agreement and any Pas issues thereunder, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the premises of any Consortium Member awarded a PA or any sub-agreement holder engaged in PA performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(b) If the Government performs inspection or tests on the premises of the Consortium Member awarded a PA or sub-agreement holder engaged in a PA performance, the Consortium Member awarded a PA shall furnish and shall require sub-agreement holders to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(c) Unless otherwise specified in PA's, the Government will accept or reject deliveries as promptly as practicable after delivery.

(d) If the Consortium Member awarded a PA fails to proceed with reasonable promptness to perform required replacement or correction, the Government may terminate the PA.

(e) This section applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under the PA.

### 3. Shipping Provisions

Specific shipping instructions will be included in individual PAs executed under this Agreement.

### 4. Registration in the System for Award Management

Considering the need to attract non-traditional entities, there is no requirement for a consortium member to be registered in SAM. Nevertheless, consortium members must not be suspended and/or debarred from contracting with or receiving funds from the United States Government, and the CMF shall check SAM prior to admitting a prospective consortium member to ensure its status.

### 5. Stop Work Order

(a) The Government may, at any time, by written order via the CMF to the Consortium Member, require the Consortium Member performing under a PA to stop all, or any part, of the work called for under the PA. Upon receipt of the Stop Work Order, the applicable Consortium Member shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of ninety (90) calendar days after the stop work order is delivered, or within any extension of that period to which the parties have agreed, the Government will either:

(1) Cancel the stop work order, or

(2) Terminate, in whole or in part, the work covered by the PA.

(b) If a Stop Work Order issued under this section is canceled, the Consortium Member shall resume work under the PA. The Government reserves the right to make an equitable adjustment in the delivery schedule or PA cost or price, or both that result from the stoppage of work. The Consortium Member performing under the Project Agreement shall assert its right to an equitable adjustment as a result of the stop work order within thirty (30) calendar days after the end of the period of work stoppage.

### 6. Organizational Conflicts of Interest

(a) Throughout performance, the Consortium shall monitor all potential conflicts of interest, to include conflicts between its members currently performing on other funded efforts.

(b) The Consortium Member awarded a PA shall ensure project performance does not conflict with developments or enhancements being performed under other agreements or contracts.

(c) The Consortium Member awarded a PA shall immediately report all potential conflicts of interest to the NSF AO through the CMF. All white papers and proposals will address potential conflicts of interest and any proposed mitigation.

(d) The Government has the right to limit Consortium Member(s)' involvement under the OA or other action to mitigate Organizational Conflicts of Interest. In the event the Consortium Member believes that the OCI can be mitigated, the Consortium Member shall submit to the Agreements Officer through the CMF an OCI mitigation plan.

### 7. Clean Air and Water

(a) This clause is Applicable only if the Project Agreement exceeds \$150,000, or a facility to



be used has been the subject of a conviction under the Clean Air Act [42 USC § 7413(c)(1)] or the Clean Water Act [33 USC § 1319(c)] and is listed by the Environmental Protection Agency (EPA), or the Project Agreement is not otherwise exempt.)

(b) The Consortium Member awarded a PA agrees as follows:

(1) To comply with all the requirements of Section 114 of the Clean Air Act [42 USC § 7414] and Section 308 of the Clean Water Act [33 USC § 1318], respectively, relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in Section 114 and Section 308 of the Clean Air Act and the Clean Water Act, respectively and all regulations and guidelines issued thereunder before the issuance of the grant.

(2) That no portion of the work will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date that the PA was issued unless and until EPA eliminates the name of such facility or facilities from such listing.

(3) To use its best efforts to comply with clean air standards and clean water standards at the facility in which the grant is being performed.

(4) To insert the substance of the provisions of this article into any non-exempt Sub-agreement.

## **V. OBLIGATION AND PAYMENT**

### **A. Invoicing**

#### **1. Payment Method Types**

Project Agreements will be issued as either a fixed price milestone payment method or expenditure based milestone payment method as described below.

(a) Fixed Price Milestone Payment Method: Payments shall be made in accordance with the Payable Milestone Schedule of each Project Agreement, provided the designated AOR has verified compliance with the Statement of Work and accomplishment of the stated effort. The Payable Milestone Schedule may be revised as appropriate and deemed necessary by issuance of a bilateral modification to the Project Agreement. Quarterly reviews by the AOR and the CMF will assess the need for revisions to the Payable Milestone Schedule. An acceptable invoice for adjustable fixed price milestone payments is one that:

i) is addressed to the CMF and contains the CMF's address:

1. Advanced Technology International
2. 315 Sigma Drive
3. Summerville, SC 29486

ii) contains the date of invoice, invoice number, and the Base Agreement number and Project Agreement number (20XX-XXX, #X);

iii) identifies the milestone number and deliverable description for any milestone(s) that are complete; and

iv) lists the milestone cost contained in each Project Agreement

(b) Expenditure Based Milestone Payment Method (with not to exceed ceiling): Payment is contingent upon satisfactory progress toward completion of milestones as delineated in Project

Agreement. Payment shall be made based on expenditures in completing milestones up to the maximum amount allowable under the applicable Project Agreement, provided the designated AOR has no objection to the Consortium Member's compliance with the Statement of Work and accomplishment of the stated effort. Per (iii) below, either a Status Report identifying any associated technical tasks and the progress toward completion of each milestone, a Deliverable Report, or a Milestone Report is required concurrent with the invoice. An acceptable invoice for reimbursable payment is one that (on the invoice or on the attached Status, Deliverable, or Milestone Report in accordance with each Project Agreement):

- i) is addressed to the CMF and contains the CMF's address:
  - 1. Advanced Technology International
  - 2. 315 Sigma Drive
  - 3. Summerville, SC 29486
- ii) contains the date of invoice, invoice number, and the Base Agreement number and Project Agreement number (20XX-XXX, #X);
- iii) identifies any associated technical milestones and the progress toward completion of each milestone;
- iv) includes a description of supplies and services, labor costs, subcontractor costs, material costs, travel costs, other direct costs, indirect costs (if applicable), fixed fee (if applicable to the PA) and extended totals;
- v) indicates the current period and cumulative man-hours and costs incurred through the period indicated on the invoice;
- vi) contains the following certification statement:
  - 4. "I certify that the amounts invoiced are for expenditures in accordance with the agreement, the work reflected has been performed, and prior payment has not been received."
    - i. Authorized Signature \_\_\_\_\_
- vii) if applicable to the PA, includes a report of the resource share expended towards the accomplishment of the SOW tasks and/or milestones. This resource share report may be attached to the invoice if Consortium Member practices make inclusion of such information on the invoice itself impractical. If the resource share report is separate from the invoice, it must be signed by an authorized representative. This resource share report must contain a breakout of the resource share by cost element similar to the level of detail required on the invoice and any in-kind contributions. The preferred method of reporting resource share is to provide an invoice for expenditures with a value for the resource shared amount and the value to be reimbursed by the Government through the CMF.

(c) Except as set forth in the Disputes section of this Agreement, the Government's nor the CMF's financial liability will not exceed the amount obligated and available for payment under projects awarded under this Agreement.

## 2. Submission of Invoices

(a) Invoices may be submitted at least once a month. The Consortium Member awarded a PA shall submit invoices and any necessary supporting documentation via email to [invoices@ati.org](mailto:invoices@ati.org).

## 3. Payment Terms

(a) Payment terms are NET 30 days after CMF's receipt of an acceptable invoice. An acceptable invoice is one that meets the conditions described in Article IV (A) (1) Payment Method Types.

## **B. Payments**

(a) The Government's and CMF's liability to make payments is limited only to those funds obligated under this Agreement. The Government may incrementally fund projects in accordance with the Incremental Funding section. If a modification becomes necessary in performance of PA, the CMF and the Consortium Member awarded a PA shall establish and execute a revised schedule of Payable Milestones consistent with the current project plan.

(b) Payments will be made in accordance with the schedule of Payable Milestones for each PA.

(c) Resource Share Payments. The Consortium Management Firm shall notify the Agreements Officer if any Resource Share contribution from a Consortium Member is not made in accordance with the PA.

(d) All schedules of Milestone Payments for PAs will include the applicable negotiated Payable Milestones for each selected and funded project. For fixed price PAs, payments will be based on the completed milestone performed or developed by the Consortium Member awarded a PA, and for expenditure based projects, payments will be based on actual costs incurred.

(e) Any costs incurred prior to the execution of any PA will be the sole responsibility of the Consortium Member(s) and will not be used as the basis of a claim against or construed as an obligation to the Government.

## **C. Accounting Systems Requirements**

(a) Consortium Members awarded a PA shall maintain adequate records to account for the control and expenditure of Government funds received under this Agreement.

(b) Consortium Members awarded a PA shall establish and maintain accounting systems that:

- (1) Comply with Generally Accepted Accounting Principles
- (2) Control and properly document all cash receipts and disbursements.

## **D. Allowable Costs**

(a) Federal funds and any Consortium Member awarded a PA's Resource Sharing funds are to be used only for costs that a reasonable and prudent person would incur in carrying out the PA.

(b) No PA award will be made under this Agreement on an expenditure basis unless the Consortium Member performing under the PA has an accounting system that:

- (1) is capable of identifying and segregating costs to individual agreements/contracts;
- (2) provides for an equitable allocation of indirect costs; and
- (3) is capable of identifying the amounts/costs, the Consortium Member will identify the basis for determining actual costs.

## **E. Incremental Funding and Funding Limitations**

If a PA executed under this Agreement is incrementally funded, then the Government nor the CMF is not obligated to reimburse the Consortium Member awarded a PA for costs incurred in excess of the total amount allotted by the Government to the PA. The Consortium Member awarded a PA is not obligated to continue performance on the PA (including actions under the Termination section of this Agreement) or otherwise incur costs in excess of –

- (a) The amount then allotted to PA by the Government or;
- (b) If the PA involves resource-sharing, the amount then allotted by the Government to the PA plus the Consortium Member's corresponding share, until the Agreements Officer notifies the Consortium Member in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to the PA.

If a project is fully funded at the outset, the Government is not obligated to reimburse the Consortium Member for costs exceeding the fully funded amount in the PA.

#### **F. Audit and Records for and Consortium Members Awarded a PA**

Financial records, supporting documents (including documentation of personnel expenses), statistical records and other records pertinent to any PA funded under this OA must be retained by the Consortium Member awarded a PA for a period of three years from individual PA financial closeout and are subject to examination or audit by the Government during this retention period.

#### **G. Pricing Arrangement for Projects & Project Close-Out**

Depending on the nature of each project, projects awarded under this Agreement will be awarded on a fixed price or expenditure basis, i.e., where payments are exclusively or primarily based on amounts generated from the awardee's financial or cost records.

Upon Agreement Close-out, the Agreements Officer and CMF shall expedite completion of steps needed to close out the PA and make prompt final payments to the Consortium Member awarded a PA.

### **VI. DISPUTES**

#### **A. General**

The Parties shall communicate with one another in good faith and in a timely and cooperative manner when raising issues under this Section. For the purposes of this clause only the "Parties" shall include the Government, the CMF, and/or the Consortium Member awarded a PA.

#### **B. Dispute Resolution Procedures**

1. Any disagreement, claim or dispute between the Parties concerning questions of fact or law arising from or in connection with this Agreement, and, whether or not involving an alleged breach of this Agreement, may be raised only under this Section.

2. Whenever disputes, disagreements, or misunderstandings arise, the Parties shall attempt to resolve the issue(s) involved by discussion and mutual agreement as soon as practicable. The parties agree to make reasonable attempts to resolve disputes at the lowest possible organizational

level. In no event shall a dispute, disagreement or misunderstanding which arose more than three (3) months prior to the notification made under subparagraph B.3 of this section constitute the basis for relief under this Section unless the NSF AO in the interests of justice waives this requirement.

3. Failing resolution by mutual agreement, the aggrieved Party shall document the dispute, disagreement, or misunderstanding by notifying the other Party (through the NSF AO or CMF, as the case may be) in writing of the relevant facts, identify unresolved issues, and specify the clarification or remedy sought. Within five (5) working days after providing notice to the other Party, the aggrieved Party may, in writing, request a joint decision by the NSF AO, and a senior executive appointed by the CMF of the Consortium. The other Party shall submit a written position on the matter(s) in dispute within thirty (30) calendar days after being notified that a decision has been requested. NSF's AO, and the senior executive shall conduct a review of the matter(s) in dispute and render a decision in writing within thirty (30) calendar days of receipt of such written position. Any such joint decision is final and binding.

4. In the absence of a joint decision, upon written request to the NSF Division Director of NCSES, made within thirty (30) calendar days of the expiration of the time for a decision under subparagraph B.3 above, the dispute shall be further reviewed. The NSF Division Director of NCSES may elect to conduct this review personally or through a designee or jointly with a senior executive appointed by the CMF. Following the review, the NSF Division Director of NCSES or designee will resolve the issue(s) and notify the Parties in writing. In the absence of an agreement between the senior executive appointed by the CMF and the NSF Division Director of NCSES to resolve the dispute, within sixty (60) calendar days of such referral for further review (or such other period as agreed to by the Parties), either Party may pursue any right or remedy provided by law in a court of competent jurisdiction as authorized by 28 U.S.C. § 1491. Alternatively, the Parties may agree to explore and establish an Alternate Disputes Resolution procedure to resolve the dispute.

5. Pending resolution of any such dispute by settlement or by final judgment, the Parties shall each proceed diligently with performance, unless otherwise mutually agreed, or the Agreements Officer directs, in writing, to stop performance.

### **C. Limitation of Damages**

Claims by either party for damages of any nature whatsoever pursued under this Agreement shall be limited to direct damages only up to the unpaid balance of the aggregate amount of Government funding as of the time the dispute arises and specific to the PA subject to the dispute as applicable. To the extent permitted by law, with regard to the activities undertaken pursuant to this Agreement, no Party shall make any claim against the other, employees of the other, the others' related entities (e.g. Contractors, Subcontractors), or employees of the others' related entities for any injury to or death of its own employees or employees of its related entities, or for damage to or loss of its own property or that of its related entities, whether such injury, death, damage or loss arises through negligence or otherwise, except in the case of willful misconduct.

In no event, shall either Party be liable to each other for consequential, punitive, special and incidental damages or other indirect damages, whether arising in contract (including warranty), tort (whether or not arising from the negligence of a Party) or otherwise, except to the extent such damages are caused by a Party's willful misconduct.

Extension of Waiver of Liability. The Consortium Member awarded a PA agrees to extend the waiver of liability as set forth above to sub-agreement holders at any tier performing project awards under this Agreement by requiring them, by contract or otherwise, to agree to waive all claims (construed in its

broadest possible sense) against the Government and CMF.

## **VII. PATENT RIGHTS**

Standard government patent provisions apply. The Government shall have at least a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced throughout the world for or on behalf of the United States, in any subject invention resulting from funding through the OA and subsequently this Agreement. The Government may require additional rights in order to comply with treaties or other international agreements. In such case, these rights will be negotiated in good faith by the parties. Alternative rights may be negotiated per project agreement.

## **VIII. DATA RIGHTS**

(a) *Allocation of Principal Rights.* The Consortium Member awarded a PA may retain rights in Data, including software developed under projects funded under this Agreement. In addition, with respect to Data under this Agreement (construed in its broadest sense including but not limited to Data collected, curated, developed, generated, cleaned/standardized, linked, and/or analyzed) and in consideration for Government funding, the Government shall receive Unlimited Rights, as defined in Section I.B above.

(b) *Marking of Data.* Project final reports delivered under this Agreement, including Data, may be made available to the public by the Government, except for that portion of the report containing Data properly identified and marked. To the extent permitted by law, the Government will exercise its discretion not to release properly marked Data (such as data relating to an invention or software) notwithstanding its Unlimited Rights in such Data; however, the Consortium Member awarded a PA must properly identify such data and set it off on a separate page in any submission to the NSF. Again, such data must be clearly labeled as proprietary and marked.

(c) *Ownership and Delivery.* Any and all Data under this Agreement (construed in its broadest sense including but not limited to Data collected, curated, developed, generated, cleaned/standardized, linked, and/or analyzed) will belong to NCSES/NSF (to the extent practicable by law). Accordingly, upon written request, Consortium Member awarded a PA shall agree to deliver to NSF any such Data at no additional cost to NSF within 30 calendar days from the date of the written request. NSF shall retain Unlimited Rights to this delivered Data.

(d) *Completion or Termination Considerations.* Notwithstanding provision (c) above, with respect to Data under this Agreement (construed in its broadest sense including but not limited to Data collected, curated, developed, generated, cleaned/standardized, linked, and/or analyzed), NSF may, within 5 years after completion or termination of this Agreement, require delivery of data and receive Unlimited Rights.

(e) *Lower Tier Agreements.* The Consortium Member awarded a PA shall include the substance of this provision, suitably modified to identify the Parties, in all lower tier agreements, regardless of tier, for experimental, developmental, and/or research work under this Agreement.

(f) *Alternative Data Rights.* Alternative data rights may be negotiated per project agreement.

## **IX. SAFEGUARDING CONTROLLED UNCLASSIFIED INFORMATION AND CYBER INCIDENT REPORTING**

### **A. Background**

Protection of Controlled Unclassified Information (CUI) is of paramount importance to NSF and can

directly impact the ability of NSF to successfully conduct its mission. Therefore, this Section requires the Consortium Member awarded a PA to protect CUI that resides on the Consortium Member's information systems. This Section also requires the Consortium Member awarded a PA to rapidly report any cyber incident involving CUI.

## **B. Safeguarding CUI**

The Consortium Member awarded a PA shall implement the version of NIST Special Publication (SP) 800-171 in effect at the time the solicitation is issued or as authorized by the Agreements Officer for CUI that resides on the Consortium Member's information systems. Consistent with NIST SP 800-171, implementation may be tailored to facilitate equivalent safeguarding measures used in the Consortium Member's systems and organization. Any suspected loss or compromise of CUI that resides on the Consortium Member information systems shall be considered a cyber incident and require the Consortium Member to rapidly report the incident to NSF in accordance with paragraph C below.

## **C. Cyber Incident Reporting**

Upon discovery of a cyber incident involving CUI, the Consortium Member awarded a PA shall take immediate steps to mitigate any further loss or compromise. The Consortium Member shall rapidly report the incident to the NSF AO through the CMF and provide sufficient details of the event—including identification of detected and isolated malicious software—to enable NSF to assess the situation and provide feedback to the Consortium Member regarding further reporting and potential mitigation actions. The Consortium Member shall preserve and protect images of all known affected information systems and all relevant monitoring/packet capture data for at least 90 days from reporting the cyber incident to enable NSF to assess the cyber incident. The Consortium Member agrees to rapidly implement security measures as recommended by NSF and to provide to NSF any additionally requested information to help the Parties resolve the cyber incident and to prevent future cyber incidents.

## **D. Lower Tier Agreements**

The Consortium Members awarded a PA shall include this Section in all subcontracts or lower tier agreements, regardless of tier, for work performed in support of this Agreement.

## **E. Definitions**

Compromise: Disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Controlled Unclassified Information (CUI): Unclassified information that requires safeguarding or dissemination controls, pursuant to and consistent with applicable law, regulations, and Government-wide policies.

Cyber Incident: Actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Information System: A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Rapidly Report: Report to NSF within 72 hours of discovery of any cyber incident.

## **X. DATA PROTECTION, CIPSEA COMPLIANCE, DISCLOSURE OF INFORMATION, AND OTHER SECURITY REQUIREMENTS**

### **1. Data Protection and Confidentiality**

Consortium Members and the CMF shall be responsible for protecting the confidentiality of data about individuals, as required by the Privacy Act of 1974, the National Science Foundation (NSF) Act of 1950 as amended, the Confidential Information Protection and Statistical Efficiency Act (CIPSEA), and the Foundations for Evidence-Based Policy Making Act of 2018. The Consortium Member awarded a PA shall also be subject to all federal, NSF, and NCSSES policies on confidentiality protections, as specified by the NCSSES Chief Statistician, regarding data collection, data storage and access, and data dissemination and analysis. These policies may change during the period of the Agreement.

### **2. Disclosure of Information**

(a) Consortium Members awarded a PA shall not release to anyone outside the Consortium Member's organization, the Government, the CMF, or sub-agreement holders any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of any PA or any program related to a PA, unless—

(1) The Agreements Officer has given prior written approval;

(2) The information is otherwise in the public domain before the date of release; or

(3) The information results from or arises during the performance of a project that involves no controlled unclassified information and has been scoped and negotiated by the contracting activity with the Consortium Member awarded a PA and research performer and determined in writing by the Agreements Officer to be fundamental research.

(b) Requests for approval under paragraph (a)(1) above or of this section shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Consortium Member shall submit a request for public release to the Agreements Officer via the CMF at least 30 business days before the proposed date for release.

(c) Consortium Members awarded a PA agree to include a similar requirement, including this paragraph (c), in each sub-agreement under any Project Agreement. Sub-agreement holders shall submit requests for authorization to release through the Consortium Member awarded a PA to the Agreements Officer via the CMF.

### **3. Information Security and Privacy**

All members shall comply with all federal requirements relating to information security, confidentiality, and privacy, including CIPSEA, FISMA, the E-Government Act of 2002, all relevant National Institute of Standards and Technology (NIST) Special Publication (SP) 800 series publications, such as NIST SP 800-53 Rev. 4 (Security and Privacy Controls for Federal Information Systems and Organizations); Office of Management and Budget (OMB) memoranda related to security and privacy; and FIPS publications such as FIPS 199 and FIPS 200 (Minimum Security Requirements for Federal Information and Information Systems).

The NCSSES Chief Statistician will have authority over data access, sharing, and all other data-related activities.



## **XI. ADDITIONAL CIPSEA OBLIGATIONS**

Work performed by a Consortium Member awarded a PA may involve access to statistical data that is protected by the Confidential Information Protection and Statistical Efficiency Act (CIPSEA) of 2018. The Project Agreement will identify if access to statistical data that is protected by CIPSEA is required and will incorporate the CIPSEA obligations. Should the Consortium Member require access to statistical data that is protected by CIPSEA during the performance of a PA, the Consortium Member will be required to abide by the following:

Consortium Members awarded a PA may be designated as “agents” and be granted access to “restricted use” statistical data that is protected by the Confidential Information Protection and Statistical Efficiency Act (CIPSEA) of 2018. The Consortium Member staff granted such access are subject to all federal (e.g., Federal Information Security Management Act (FISMA), Federal Information Processing Standards (FIPS)), NSF, and NCSES policies on confidentiality protection, as specified by the NCSES Chief Statistician and the NCSES Confidentiality Officer, regarding data collection, data storage and access, and data dissemination and analysis.<sup>1, 2</sup> These policies may change during the period of the arrangement.

In order to obtain “agent” status the Consortium Member awarded a PA shall submit for review and approval by the Agreements Officer, the NCSES Chief Statistician, and the NCSES Confidentiality Officer a detailed plan for protecting the security of data in the Consortium Member’s possession (including all microdata and data files that are used as part of these data), protecting the security of these data when transferring/delivering confidential data, protecting against disclosure of personally identifiable information contained in the restricted use statistical data, and documenting any other confidentiality and access issues for the data.

This deliverable detailed plan will be called the Confidentiality Plan and Data Security Procedures (CPDSP) and shall be submitted to the Agreements Officer within one (1) month of modification of this agreement. The CPDSP should include (but is not limited to):

- The security of the facility that will house the data (including all microdata and data files that are used as part of these data, such as the DRF);
- The physical and environmental protections of the rooms in which the data will be stored;
- Access control of the facility in which the data are housed;
- Standards that address the physical and environmental protections for individuals who will access the data remotely;
- Protections for the network on which the data are housed;
- Authorization and access controls for the network on which the data are housed;
- Network password requirements to access the network on which the data are housed;
- Data use agreements;
- Data disclosure procedures and review;
- A detailed plan for appropriately and comprehensively flowing down the Consortium Member’s CIPSEA obligations to sub-agreements as directed by the Government or ATI under the Project Agreement.
- Other items to be addressed in the CPDSP are detailed in subsequent sections.

If necessary, the CPDSP can be modified at the discretion of and with approval from NCSES. Before Consortium Member awarded a PA receives any of the Data files, the CPDSP must be approved by NCSES.

### ***Physical Protection***

Upon approval by the Agreements Officer, Consortium Member shall implement procedures addressed in the CPDSP that protect the privacy individuals whose data may be collected and stored as part of the ADC effort and protect against disclosure of PII. Consortium Member shall strictly control access to PII and ensure that only authorized personnel with a need to know will have access to such identifiable data. The Consortium Member shall uphold secure database maintenance practices and strict version control procedures and both these procedures should be documented in the CPDSP. The Consortium Member shall also document confidentiality and access issues for the data and implement procedures for data protection and dissemination in accordance with FISMA and FIPS protocols. NCSES has the right to conduct unannounced, unscheduled inspections of the Consortium Member's site to assess compliance with the CPDSP. The Consortium Member shall provide full cooperation with any such inspections or audits.

### ***Data Use Agreements***

The Consortium Member shall document and implement procedures to ensure that all data collected and processed as part of the ADC will be protected from unlawful disclosure and that the data will only be used for statistical purposes. The Consortium Member shall make all staff working with PII aware of the importance and requirements for maintaining confidentiality. A duly authorized representative of the Consortium Member's organization with legal authority to bind the organization must sign the NCSES Organization Data Use Agreement annually. All Consortium Members (including any subcontractors) working on the data also must sign the NCSES Individual Data Use Agreement each year, acknowledging their responsibilities to protect the data.

In addition, the Consortium Member staff using NCSES Data are also required to take annual NCSES-mandated training on computer security awareness, data confidentiality, CIPSEA, and any other training mandated by NSF/NCSES. This training will be made available via the Internet or other media as approved by the NCSES Chief Statistician and the NCSES Confidentiality Officer.

The signed Data Use Agreement forms, certificates of completion for the confidentiality training, and the list of all signees shall be delivered to NCSES within one month of modification of the other arrangement, and annually thereafter. Before the Consortium Member receives access to any of the data files, these steps must be completed: 1) the CPDSP must be approved by NCSES, 2) the signed NCSES Data Use Agreements for Organizations and all individuals on the project must be received by the COR, and 3) staff must complete confidentiality training.

### ***Data Disclosure Procedures and Review***

The Consortium Member shall provide to the Agreements Official with a nondisclosure statement each year, documenting that all required staff have signed Data Use Agreements and attended confidentiality training and identifying all incidents of the disclosure of confidential data. As part of its CPDSC, the Consortium Member shall have an incident response plan (see OMB M-17-12, pp. 11-13) and further the Consortium Member shall further notify the NCSES Chief Statistician, the NCSES Confidentiality Officer, and COR in writing (electronic transmission is acceptable) within 1 hour of discovery of any unauthorized release of PII to anyone other than individuals with signed NCSES Data Use Agreement forms. The Consortium Member shall submit, annually, the nondisclosure statement and statement of actual disclosures (should any occur) of data to the Agreements Officer each December 30th during the period of performance and at the end of this arrangement.

### ***Disposition of restricted use statistical data***

A data disposition plan shall be submitted as part of the CPDSP for approval by NCSES. The data disposition plan shall include instructions related to the closeout tasks near the end of this arrangement.

### ***Penalties for Non-Compliance***

The Consortium Member acknowledges that violations of CIPSEA may result in individual or corporate penalties, including significant fines up to \$250,000 and imprisonment for up to 5 years, or both. The Consortium Member further acknowledges that the parties' negotiated Limitation of Damages provision set forth in the Disputes Article does not apply to any such violation. In addition, failure by the Consortium Member or its sub-tier entities to comply with the obligations set forth in this provision may result in NSF's immediate termination of the Project Agreement in addition to other remedies provided by law.

### ***Survival***

The obligations set forth under this provision shall survive the termination or expiration of this Agreement, the Project Agreement, or the CMF's OA, notwithstanding any other provision of this Agreement.

### ***Subcontracts***

The Consortium Member shall insert the substance of this clause, including this section of the clause, in all sub-agreements with sub-tier entities as directed by the Government under the Project Agreement.

## **XII. TITLE TO AND DISPOSITION OF PROPERTY**

### **A. Definitions**

In this Section "property" means any tangible personal property other than property actually consumed during the execution of work under this agreement.

### **B. Title to Property**

No significant items of property are expected to be acquired under this Agreement. Title to each item of property acquired under this Agreement with an acquisition value of \$25,000 or less shall vest in the acquirer, i.e. Consortium Member awarded a PA, upon acquisition with no further obligation of the Parties unless otherwise determined by the AO. Should any item of property with an acquisition value greater than \$25,000 be required, the acquirer shall obtain prior written approval of the AO. Title to this property shall also vest with the acquirer upon acquisition. The acquirer shall be responsible for the maintenance, repair, protection, and preservation of all property at its own expense.

### **C. Disposition of Property**

At the completion of the term of this Agreement, items of property with an acquisition value greater than \$25,000 where title does not vest with the acquirer shall be disposed of in accordance with NSF-approved disposition procedures in coordination with NSF's AO through the CMF.

### **D. Property Accounting**

The Consortium Member awarded an expenditure based PA shall account for any real property and personal property acquired with Federal funds or received from the Federal Government in accordance with the terms of the Agreement.

### **XIII. CIVIL RIGHTS ACT & NON-DISCRIMINATION STATUTES**

The OA is subject to the provisions of Title VI of the Civil Rights Act of 1964 [42 USC §§ 2000d et seq.], Title IX of the Education Amendments of 1972 [20 USC §§ 1681 et seq.], the Rehabilitation Act of 1973 [29 USC § 794], the Age Discrimination Act of 1975 [42 USC §§ 6101 et seq], Equal Employment Opportunity [E.O. 11246], Limited English Proficiency (LEP) [E.O. 13166] and all regulations and policies issued by NSF pursuant to these statutes, including NSF's Policy on Sexual Harassment, Other Forms of Harassment, or Sexual Assault. Specifically, in accordance with these statutes, regulations and policies, no person on the basis of race, color, national origin, sex, disability, or age shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the award.

Each Consortium Member awarded a PA must sign an Assurance of Compliance with the laws and policies referenced above, acknowledging that compliance is the responsibility of each Consortium Member.

### **XIV. ORDER OF PRECEDENCE**

In the event of any inconsistency between the terms of this Agreement and language set forth in the Project Agreements, Attachments, and/or other documents executed under this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

1. This Agreement;
2. Attachments to this Agreement;
3. Project Agreements (PAs) executed under this Agreement;
4. Any attachments to individual PAs executed under this Agreement;

In any event, specifically negotiated Project Agreement terms will govern over general terms of this Agreement.

### **XV. OTHER TERMS**

1. Force Majeure. No failure or omission by a Consortium Member awarded a PA in the performance of any obligation of this Agreement or PA awarded under this PA shall be deemed a breach of this Agreement or create any liability if the failure or omission arises from a cause beyond the control of the parties, including, but not limited to the following: acts of God; acts of the Government in either its sovereign capacity; changes to any rules, regulations, or orders issued by any Governmental authority or by any officer, department, and agency or instrumentality thereof, unless affected by modification to the Agreement; fire; storm; flood; earthquake; accident; war; rebellion; insurrection; riot; and invasion, provided that such failure or omission resulting from one of the above causes is cured as soon as is practicable.
2. This Agreement constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions among the Parties, whether oral or written, with respect to the subject matter hereof.
3. This Agreement, or modifications thereto, may be executed in counterparts each of which shall be deemed as original, but all of which taken together shall constitute one and the same instrument.
4. The individual(s) executing this Agreement warrant that he, she, or they have

the authority to execute this Agreement on behalf of their respective Parties.

5. This Agreement is made and entered into voluntarily, and the Parties are free from any duress or influence, and fully understand the terms, conditions, and provisions of this Agreement, and believe its terms to be fair, just, and reasonable.

6. In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision, unless applying such remaining portions would frustrate the purpose of this Agreement.

#### **XVI. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Federal Acquisition Regulation (FAR) 52.204-25, PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020) is hereby incorporated by reference and the Consortium Members awarded PAs agree to comply with the substance of this clause, as appropriately modified for this OA transaction, replacing “Contractor” with “Consortium Member” and “contract” with “PA”.

#### **XVII. ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION)**

(a) Definition. As used in this clause - United States or its outlying areas means—

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) Authority. This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) Compliance. The Consortium Member awarded a PA shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this Agreement, for Consortium Member awarded a PA or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>

(d) Subcontracts. The Consortium Member awarded a PA shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

**ATTACHMENT 1:**  
**Assurance of Compliance with Article XII of the Base Agreement,**  
**Civil Rights Act & Non-Discrimination Statutes**

Statement of Assurance of Compliance with  
Civil Rights Act & Non-Discrimination Statutes

**ADC Member Organization** hereby agrees that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 [42 USC §§ 2000d et seq.], Title IX of the Education Amendments of 1972 [20 USC §§ 1681 et seq.], the Rehabilitation Act of 1973 [29 USC § 794], the Age Discrimination Act of 1975 [42 USC §§ 6101 et seq.], Equal Employment Opportunity [E.O. 11246], Limited English Proficiency (LEP) [E.O. 13166] and all regulations and policies issued by NSF pursuant to these statutes, including NSF's Policy on Sexual Harassment, Other Forms of Harassment, or Sexual Assault.

The Consortium Member awarded a PA agrees that compliance with this assurance constitutes a condition of continued receipt of funding, and that it is binding upon the Consortium Member awardee, its successors, transferees and assignees for the period during which such assistance is provided.

The Consortium Member awarded a PA further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

The person or persons whose signature(s) appear(s) below is/are authorized to sign this assurance and commit the Consortium Member to the above provisions.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Name of Consortium Member

\_\_\_\_\_  
Date