**SCHEDULE A**

**NSF FLOW DOWNS**

Table of Contents

[Article 1 Site Visits 2](#_Toc415041159)

[Article 2 UCAR and Government Equipment 2](#_Toc415041160)

[Article 3 Audits and Records 2](#_Toc415041161)

[Article 4 Clean Air and Water 3](#_Toc415041162)

[Article 5 Byrd Anti-lobbying Amendment 3](#_Toc415041163)

[Article 6 Non-Discrimination 3](#_Toc415041164)

[Article 7 Equal Employment Opportunity 4](#_Toc415041165)

[Article 8 Small and Minority Business Utilization 4](#_Toc415041166)

[Article 9 Publication Requirements 4](#_Toc415041167)

[Article 10 Debarment and Suspension 4](#_Toc415041168)

[Article 11 Assignment by UCAR 5](#_Toc415041169)

[Article 12 Sense of the Congress on Use of Funds 5](#_Toc415041170)

[Article 13 Increasing Seat Belt Use in the United States 5](#_Toc415041171)

[Article 14 Central Contract Registration and Universal Identifier Requirements 5](#_Toc415041172)

# Article 1 Site Visits

UCAR and/or the Government, through authorized representatives, have 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 UCAR and/or the Government on the premises of the Subcontractor or a Lower-Tier Subcontractor, the Subcontractor shall provide and shall require its Lower-Tier Subcontractors to .provide all reasonable facilities and assistance for the safety and convenience of the UCAR and/or 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.

# Article 2 UCAR and Government Equipment

A. All UCAR and/or Government equipment provided to the Subcontractor in performance of the Work shall be returned to UCAR in the same condition as when received except for reasonable wear and tear. The Subcontractor shall be liable for loss or destruction of or damage to UCAR and/or Government equipment

B. Subcontractor shall report annually on or before September 30 to UCAR on any UCAR/Government owned equipment with an acquisition cost greater than $25,000. Reports shall include the following:

a. Asset Description

b. Model (if any)

c. Serial Number

d. Acquisition Cost

e. Acquisition Date

f. Location

g. Subcontractor tag number (if any)

1. Subcontractor shall report immediately to UCAR any Loss, Damage or Destruction of UCAR/Government owned equipment with an acquisition cost greater than $25,000.
2. Subcontractor shall request disposition instructions from UCAR prior to the disposal of any UCAR/Government owned equipment with an acquisition cost greater than $25,000.

# Article 3 Audits and Records

Financial records, supporting documents, statistical records, and other records pertinent to this award shall be retained by the Subcontractor for a period of three (3) years from the Expiration Date of this Subcontract. 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. Unless court action or audit proceedings have been initiated, the Subcontractor may substitute microfilm copies of original records.

UCAR, 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 Subcontractor organization and of the performing organization, if different, to make audits, examinations, excerpts and transcripts.

# Article 4 Clean Air and Water

The Subcontractor agrees as follows:

A. To comply with all the requirements of Section 114 of the Clean Air Act [42 U.S.C. 7414] and Section 308 of the Clean Water Act [33 U.S.C. 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 Effective Date of this Subcontract.

B. That no portion of the Work required by the Subcontract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the Effective Date of this Subcontract unless and until EPA eliminates the name of such facility or facilities from such listing.

C. To use its best efforts to comply with clean air standards and clean water standards at the facility in which the Subcontract is being performed.

D. To insert the substance of the provisions of this Article into any nonexempt Lower-tier Subcontract.

# Article 5 Byrd Anti-lobbying Amendment

Upon execution of this Subcontract, the Subcontractor certifies to the following:

The Subcontractor shall certify that it, or any of its Lower-Tier Subcontractors will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, or grant of any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such Disclosures are forwarded from tier to tier to UCAR.

# Article 6 Non-Discrimination

A. The Subcontract is subject to the provisions of Title VI of the Civil Rights Act of 1964 [42 U.S.C. § 2000d], Title IX of the Education Amendments of 1972 [20 USC §§ 1681 *et seq*.], the Rehabilitation Act of 1973 [29 U.S.C. § 794], the Age Discrimination Act of 1975 [42 U.S.C. §§ 6101 et seq.], and all regulations and policies issued by NSF pursuant to these statutes. 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.

# Article 7 Equal Employment Opportunity

The Subcontractor agrees to comply with E.O. 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

# Article 8 Small and Minority Business Utilization

The Subcontractor is encouraged to utilize small business, small disadvantaged business, women-owned small business, HUBZone certified business, Veteran-owned small business, service-disabled veteran-owned small business, and women’s business enterprises for supply and service Subcontract requirements in performance of the Work specified by this Subcontract.

# Article 9 Publication Requirements

Subcontractor will furnish UCAR with a copy of any proposed written or oral publication (including manuscripts, abstracts, and oral presentations) at least thirty (30) Days prior to submission for publication for review and comment. The Subcontractor agrees that any UCAR-supplied Confidential Information will not be included in publications without the express written permission of the UCAR Contract Representative.

The following acknowledgments and disclaimer must appear in any publication, including World Wide Web pages, of any material based on or developed under this Subcontract:

1. “This publication is sponsored by a Subcontract with the University Corporation for Atmospheric Research (UCAR) under the sponsorship of the National Science Foundation (NSF). 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 NSF or UCAR.”

The second sentence may be omitted from scientific articles or papers appearing in technical or professional journals. If Work is additionally supported by other sources, the names of those sources may be added to any acknowledgements and disclaimers.

2. A statement crediting UCAR as the source of any UCAR Intellectual Property, material or information used by the Subcontractor in its performance under this Subcontract.

# Article 10 Debarment and Suspension

Subcontractor shall fully comply with the requirements stipulated in Subpart C of 2 CFR Part 180, entitled “*Responsibilities of Participants Regarding Transactions Doing Business With Other Persons*.” The Subcontractor is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled “*Covered Transactions*,” includes a term or condition requiring compliance with Subpart C. The Subcontractor also is responsible for further requiring the inclusion of a similar term or condition in any subsequent Lower-Tier Subcontracts. The Subcontractor acknowledges that failing to disclose the information required under 2 CFR § 180.335 may result in the termination of the Subcontract, or pursuance of other available remedies, including suspension and debarment. Subcontractors may access the Excluded Parties List System at http://epls.gov.

# Article 11 Assignment by UCAR

UCAR reserves the right to assign the Subcontract to any third party with the Subcontractor’s concurrence, which shall not be unreasonably withheld, should a successor awardee be selected by the NSF to operate and manage NCAR.

# Article 12 Sense of the Congress on Use of Funds

Recent Acts making appropriations to NSF provide “It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made” and require the NSF to notify awardees of that statement.

# Article 13 Increasing Seat Belt Use in the United States

In accordance with Executive Order 13043, *Increasing Seat Belt Use in the United States*, dated April 16, 1997, Subcontractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.

# Article 14 Central Contract Registration and Universal Identifier Requirements

1. Requirement for Central Contract Registration (CCR)

Unless the Subcontractor is exempt from this requirement under 2 CFR 25.110, the Subcontractor must maintain the currency of their information in the CCR until the final payment is received under this Subcontract. This requires that the Subcontractor reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in the Subcontractor’s information or another award term.

1. Requirement for Data Universal Numbering System (DUNS) Numbers

A DUNS number is a requirement of this Subcontract. Subcontractor shall provide their DUNS number to UCAR prior to execution of this Subcontract. A DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (http://fedgov.dnb.com/webform).