



Additional Terms and Conditions for Regional Cabled Array (RCA) orders

By accepting this order, Supplier certifies that:

Certification Regarding Lobbying

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR §200.450.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the Pass-through Entity.

3) This certification is a material representation of fact upon which Recipient has relied in making and entering into this transaction. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Debarment, Suspension, and Other Responsibility Matters Subrecipient certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR §200.213 and 2 CFR §200.180.

Audit and Access to Records

Per 2 CFR §§200.501 – 200.521, Subrecipient certifies that it will provide notice of any adverse findings which impact this Subaward and will provide access to records as required by 2 CFR §§200.331, 200.336, 200.337, and 200.201, and other regulation as applicable. If Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that it is required to: inform its employees working on any federal award that it is subject to the whistleblower rights and remedies of the pilot program; inform its employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.



Rights in Data Necessary for the Operation and Management of the Facility

a. Notwithstanding the CA-FATC Article entitled, "Copyrighted Material," the awardee grants to the 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 awardee to reproduce the data) as necessary for the operation and management of the facility. This includes the right to make such data available to any party interested in competing for any subsequent award to operate and manage the facility, and any awardees the National Science Foundation selects as a result of these competitions.

b. The types and kinds of data deemed necessary for the operation and management of the facility, 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 these award funds
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 clause do not include rights in any data produced solely for scientific research purposes or studies.

d. The awardee must seek NSF approval to introduce data that was not originated under the award, if such data will be critical to operate and/or manage the facility. NSF will consider any limitations on transferability of the data to a future awardee, as well as potential complications of any proprietary claims to the data prior to approving its use.

e. The awardee shall ensure that the requirements of this clause flow down to all subrecipients, subcontractors and vendors at all tiers.

Assignment

The University of Washington reserves the right to assign the Contract to a third party should a successor recipient be selected by NSF or WHOI.

The Contractor acknowledges that this Contract may be terminated in whole or in part by the UW at any time and for any reason and that Contractor may be replaced by a successor Contractor. Contractor accepts that UW may direct assignment of Contractor's award to other organizations and agrees to use its best efforts to affect an orderly and efficient transition from Contractor to any assignee in the event of any such termination and assignment.

Notice to the Government of Labor Disputes

If the Supplier has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the agreement, the Supplier shall immediately give notice, including all relevant information, to UW Procurement Services.