

# Chapter 1: General Award Terms and Conditions

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## Section 1. Administrative Requirements

### 1.1 Compliance Requirements and Order of Precedence

1. The recipient of this Federal award must fully comply with the rules and requirements specified in the award document and follow the instructions, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) and the *NASA Grant and Cooperative Agreement Manual* (GCAM). A listing of national policy requirements the recipient must adhere to, where applicable, is located in [Appendix B](#) of this document.
2. The following is the order of precedence of laws and policies for NASA grants and cooperative agreements. Items at the top of the list take precedence over items at the bottom. In the event of a discrepancy or any inconsistency between an award's terms and conditions and other requirements, the following order of precedence should be followed:
  - a. Provisions of the United States (U.S.) Code, as applicable.
  - b. Title 2 of the Code of Federal Regulations (2 CFR), Subtitle A, *Office of Management and Budget Guidance for Federal financial assistance* and 2 CFR 1800, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
  - c. General, special, and program-specific terms and conditions
  - d. *NASA Grant and Cooperative Agreement Manual* (GCAM), Chapters 2-5
  - e. NASA Notices of Funding Opportunity (NOFOs)
    - i. Note that some contents in a NOFO may differ from what is set forth in the GCAM Chapter 1. If the content in a NOFO differs from the content in the GCAM, Chapter 1, then the NOFO takes precedence. If the NOFO is silent on a particular topic, recipients should follow the guidance set forth in the GCAM on that topic.
  - f. GCAM, Chapter 1
3. This award is subject to the requirements set forth in [2 CFR part 200](#), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards as adopted by NASA in [2 CFR part 1800](#). Specific terms and conditions set forth in this award document are provided to supplement and clarify, not replace, the Office of Management and Budget (OMB) Uniform Guidance, except in circumstances where a waiver from OMB Uniform Guidance requirements has been obtained by NASA.
4. Unless otherwise stated below, [2 CFR part 170](#), Reporting Subaward and Executive Compensation Information; [2 CFR part 175](#), Award Term for Trafficking in Persons; [2 CFR part 182](#), Government Requirements for Drug-free Workplace; [2 CFR part 183](#), Never Contract with the Enemy, [2 CFR part 1880](#), Nonprocurement Debarment and Suspension; and [2 CFR part 1882](#), Requirements for Drug-free Workplace (Financial

Assistance) apply and are incorporated by reference;

**Note: When an award is issued to a for profit organization, sections 1.1(5) and 1.1(6) below will replace section 1.1(3) above.**

5. With the exception of Subpart E and F, this award is subject to the requirements set forth in [2 CFR part 200](#), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards as adopted by NASA in [2 CFR part 1800](#). Specific terms and conditions set forth in this award document are provided to supplement and clarify, not replace, the Office of Management and Budget (OMB) Uniform Guidance, except in circumstances where a waiver from the OMB Uniform Guidance requirements has been obtained by NASA.
6. In lieu of Subparts E and F of [2 CFR part 200](#), the expenditure of Government funds by the recipient and the allowability of costs recognized as a resource contribution by the recipient shall be governed by the FAR cost principles implemented by the FAR at [FAR part 30, Cost Accounting Standards Administration](#), and [FAR part 31, Contract Cost Principles and Procedures](#). (If the recipient is a consortium which includes non-commercial firm members, cost allowability for those members will be determined by [2 CFR 200](#), Subpart E and F.)

## 1.2 System for Award Management and Unique Entity Identifier

### Requirement for System for Award Management

Unless a recipient is exempted from this requirement under 2 CFR § 25.110, *Exceptions to this part*, the recipient must maintain a current and active registration in SAM.gov. The recipient's registration must always be current and active until the recipient submits all final reports required under this Federal award or receives the final payment, whichever occurs later. The recipient must review and update its information in SAM.gov at least annually from the date of its initial registration or any subsequent updates to ensure it is current, accurate and complete. If applicable, the recipient must identify its immediate and highest-level owners and subsidiaries and provide information about its predecessors that have received a Federal award or contract within the last three years.

### Requirement for Unique Entity Identifier

#### Definitions

For the purposes of this award term:

1. System for Award Management (SAM.gov) means the Federal repository into which a recipient must provide the information required for the conduct of business as a recipient. Additional information about registration procedures may be found in SAM.gov (currently at <https://www.sam.gov>).
2. Unique Entity Identifier means the universal identifier assigned by SAM.gov to uniquely identify an entity.
3. Entity is defined at 2 CFR 25.400 and includes all of the following,

- a. Non-Federal entity
  - b. Foreign organization
  - c. Foreign public entity
  - d. Domestic for-profit organization; and
  - e. Federal agency
4. Subaward has the meaning set forth in [2 CFR § 200.1](#).
  5. Subrecipient has the meaning set forth in [2 CFR § 200.1](#).

If the recipient is authorized to make subawards under this Federal award, the recipient must:

1. Notify potential subrecipients that no entity (see definitions above) may receive a subaward from the recipient until the entity has provided its Unique Entity Identifier (UEI) to the recipient.
2. Ensure that no subaward is made to an entity unless the entity has provided its UEI to the recipient. Subrecipients are not required to complete full registration in SAM.gov to obtain a UEI.

### **1.3 NASA Involvement & Collaboration (Applicable to all NASA Cooperative Agreements)**

This award is a cooperative agreement, and it is anticipated there will be substantial NASA involvement during performance of the effort. NASA and the recipient mutually agree to the following statement of anticipated cooperative interactions which may occur during the performance of this effort.

**(NASA will reference the approved proposal that contains a detailed description of the work and insert a concise statement of the exact nature of the cooperative interactions NASA and the recipient will provide.)**

- The terms “award” and “recipient” mean “cooperative agreement” and “recipient of cooperative agreement,” respectively, wherever the language appears in terms and conditions included in this agreement.
- NASA's ability to participate and perform its collaborative effort under the cooperative agreement is subject to the availability of appropriated funds and nothing in this cooperative agreement commits the United States Congress to appropriate funds, therefore.

### **1.4 Performance Goals and Performance Management**

NASA must ensure that award terms and conditions are consistent with the program design reflected in 2 CFR § [200.202](#), Program planning and design. NASA must also ensure that terms

and conditions include clear performance expectations of recipients per 2 CFR § [200.301](#), Performance measurement, and GCAM section 26.0, Performance Measurement.

**(Where applicable, NASA will insert in the award document the performance goals, indicators, targets, and baseline data. In some instances, a performance goal may be limited to the requirement to submit a performance report. The award document will also specify how performance will be assessed, including the timing and scope of expected performance. Recipients should refer to section 26.0 of the GCAM for additional information on Performance Measurement)**

## **1.5 Period of Performance, Budget, and Multiple Year Awards**

(The period of performance and budget period language below is mandatory for all awards. The multiple year award language below is only applicable to multiple year awards)

### **Period of Performance**

This award's total period of performance is [insert POP start date] to [insert POP end date]. This period of performance does not commit NASA to fund the award beyond the currently approved budget period stated below.

### **Budget Period**

This award's budget period is [insert budget period start date] to [insert budget period end date]. This budget period denotes the time interval of the funded portion of this award during which the recipient is authorized to expend the funds awarded, including any funds carried forward pursuant to 2 CFR § [200.308](#), Revision of budget and program plans.

### **Multiple Year Award**

This is a multiple-year award contingent on the availability of funds, scientific progress of the project, receipt of an annual performance report, and continued relevance to NASA programs. NASA anticipates continuing support at approximately the following levels:

- Second year \$\_\_\_, Anticipated funding date\_\_\_
- Third year \$\_\_\_, Anticipated funding date\_\_\_

**Note:** Periods may be added or omitted, as applicable. For example, if the project is extended beyond the third year, additional periods (fourth year, fifth year, etc.) may be added, conversely, if the project concludes sooner, some periods might be omitted.

## **1.6 Prior Approval Requirements (Applicable to Research Awards)**

The recipient must obtain written approval from NASA as specified in the NASA Prior Approval Matrix in Appendix A. Unless otherwise specified in the award notice, no additional prior approval matrix beyond those specified in the Prior approval Matrix are required.

Requests for NASA prior approval in accordance with the matrix specified in [Appendix A](#) must be submitted to the Grant Officer via email to the NSSC contact Center at [nssc-contactcenter@mail.nasa.gov](mailto:nssc-contactcenter@mail.nasa.gov)

## 1.7 Incremental Funding

Only \$XXX of the amount indicated on the cover page of this award is available for payment and allotted to this award. NASA contemplates making additional obligations of funds during performance of this effort. It is anticipated that these funds will be obligated as appropriated funds become available without any action required by the recipient.

The recipient agrees to perform up to the point at which the total amount paid or payable by the Government approximates but does not exceed the total amount allotted to this award. NASA is not required to reimburse the recipient for the expenditure of amounts more than the total funds allotted by NASA to this grant or cooperative agreement. The recipient is not authorized to continue performance beyond the amount allotted to this award.

Balance is contingent on availability of funds. The remaining balance to fully fund this year is \$XXX.

## 1.8 Extensions

1. Recipients may extend the expiration date of an award if additional time beyond the established end date is required to assure adequate completion of the original scope of work within the funds already made available. For this purpose, the recipient may make a one-time no-cost extension, not to exceed 12 months, prior to the established expiration date. Written notification of such an extension, with a supporting justification, must be submitted to the NASA Grant Officer via the [NSSC's no-cost extension webform](#) at least ten calendar days prior to the expiration of the award. A copy of the extension must also be forwarded to the cognizant Office of Naval Research (ONR) office Federal Industry Partner (FIP) if Federal property administration responsibilities have been delegated to a FIP. NASA reserves the right to disapprove the extension if the requirements set forth at 2 CFR § [200.308](#) (e)(2), Revision of budget and program plans, are not met.
2. All requests for subsequent no-cost extensions must be submitted in writing to the NASA Grant Officer for approval via the NSSC's [no-cost extension webform](#) at least 45 calendar days before the award expiration date.
3. Any extension that would require additional funding must be supported by a proposal submitted at least three months in advance of the end date of the period of performance.
4. Requests that extend the award's total to over \$5 million and beyond five years must be submitted 90 calendar days before the period of performance ends.

**Note:** NASA may consider NCE requests received after any of the deadlines stated above on a case-by-case basis and with sufficient justification from the award recipient.

## 1.9 Termination and Enforcement

1. Termination and enforcement actions taken by NASA will be in accordance to the provisions outlined in 2 CFR § [200.339](#), Remedies for noncompliance, through 2 CFR § [200.343](#), Effects of suspension and termination,

2. The award may be suspended or terminated in part or in its entirety as follows:
  - a. By NASA if the recipient fails to comply with the terms and conditions of the award.
  - b. By NASA, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities.
  - c. By NASA with the consent of the recipient, in which case the two parties must agree upon termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.
  - d. By the recipient upon sending NASA a written notification of the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated.

## **1.10 Change in Principal Investigator or Scope**

The recipient shall obtain the approval of the NASA Grant Officer for a change of the Principal Investigator, or for a significant absence of the Principal Investigator from the project, defined as an absence exceeding three-months or a 25 percent reduction in time devoted to the project. Significantly, reduced availability of the services of the Principal Investigator(s) named in the award instrument could be grounds for termination, unless alternative arrangements are made and approved in writing by the Grant Officer.

Prior written approval is required from a NASA Grant Officer if there is to be a significant change in the objective or scope of the project.

## **Section 2. Financial and Property Management**

### **2.1 Financial Management**

1. Advance payments will be made by the Financial Management Office of the NASA Center assigned financial cognizance of the award, using the Department of Health and Human Services' Payment Management System (DHHS/PMS), in accordance with procedures provided to the recipient. In accordance with [2 CFR §200.328](#), the recipient shall submit a Federal Financial Report (FFR) electronically in PMS within 30 days following the end of each NASA reporting period (i.e., April 1 – September 30 and October 1 – March 31).
2. In addition, the recipient shall submit a final Federal Financial Report (FFR) electronically in PMS within 120 calendar days after the end date of the period of performance. When the recipient does not have a final indirect cost rate covering the period of performance, a final financial report must still be submitted. The recipient must submit a revised final financial report when all applicable indirect costs have been finalized. The final (FFR) shall pertain only to the completed award and shall include total disbursements from inception through completion. The report shall be marked "Final." The final (FFR) shall be submitted to NASA per the GCAM Appendix C, Required Publications and Reports.

3. By signing any report delivered under the award, the authorizing official for the recipient certifies to the best of his or her knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and intent set forth in the award documents. The authorizing official by signing the report also certified he or she is aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject him or her to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. ([U.S. Code, Title 18, Section 1001](#) and [Title 31 Section 3729-3733](#) and [3801-3812](#).)
4. Unless otherwise directed by the Grant Officer, any unexpended balance of funds which remains at the end of any budget period, except the final budget period of the award, may be carried over to the next budget period, and may be used to defray costs of any budget period of the award. This includes allowing the carryover of funds to the second and subsequent years of a multiple year award. Unexpended funds from one award may not be carried over to a new or different award. This term and condition also applies to subawardees/subcontractors performing substantive work under the award. NASA reserves the right to remove unexpended balances from awards when insufficient efforts have been made by the awardee to liquidate funding balances in a timely fashion.

## 2.2 Cost Sharing

NASA and the recipient will share in providing the resources necessary to perform the award. NASA funding and non-cash contributions (personnel, equipment, facilities, etc.) and the dollar value of the recipient's cash and/or non-cash contribution will be on a percent recipient basis.

The funding and non-cash contributions by both parties are represented by the following dollar amounts:

- Government Share: \$
- Recipient Share: \$
- Total Amount of this award including approved cost share: \$

Criteria and procedures for allowable and allocable costs of cash and non-cash contributions shall be governed by 2 CFR § [200.306](#), Cost Sharing. The applicable Federal cost principles are cited in [2 CFR 200 Subpart E](#).

The recipient's share shall not be charged to the Government under this award or under any other contract or award.

## 2.3 Indirect Costs

Unless otherwise directed in 2 CFR part 200, if during the course of this award, the approved indirect cost rate is revised, changed, or removed, that rate must be applied, as allowed, to the covered direct costs that are expended during the time frame of that rate agreement. Any corrections, either up or down, to the approved budget submitted with the awarded application must be reflected in the awardees' records of costs and should be audited as such.

## 2.4 Invoices and Payments Under Awards with For-Profit Organizations

Per Class Deviation 17-01A, *Class Deviation to 2 CFR § 1800.305 – Payments*, for-profit organizations that receive a NASA grant or cooperative agreement are not required to comply with the requirements in 2 CFR § [1800.305](#), Federal payment. As such, for-profit organizations shall comply with the payment and financial reporting requirements in section 8, Financial Management, of these terms and conditions.

## 2.5 Equipment and Other Property

1. NASA permits acquisition of special purpose and general-purpose equipment specifically required for use exclusively for research activities.
  - a. Acquisition of special purpose or general-purpose equipment costing in excess of \$10,000 (unless a lower threshold has been established by the recipient) and not included in the approved proposal budget, requires the prior approval of the NASA Grant Officer. Requests to the Grant Officer for the acquisition of equipment shall be supported by written documentation setting forth the description, purpose, and acquisition value of the equipment, and including a written certification that the equipment will be used exclusively for research, activities. (A change in the model number of a prior approved piece of equipment does not require resubmission for that item.) Research awards are exempt from the prior approval requirement. Special purpose and general purpose equipment costing in excess of \$10,000 (unless a lower threshold has been established by the recipient) acquired by the recipient under an award for the purpose of research shall be titled to the recipient as “exempt” without further obligation to NASA, including reporting of the equipment, in accordance with 2 CFR § [200.312](#)(c), Federally-owned and exempt property, and 2 CFR § [1800.312](#). Special purpose or general purpose equipment costing in excess of \$10,000 (unless a lower threshold has been established by the recipient) acquired by the recipient under an award for non-research work shall be titled to the recipient in accordance with 2 CFR § [200.313](#).
  - b. Special purpose or general purpose equipment acquired by the recipient with award funds, valued under \$10,000 (unless a lower threshold is established by the recipient) are classified as “supplies,” do not require the prior approval of the NASA Grant Officer, shall vest in the recipient and will be titled to the recipient in accordance with 2 CFR § [200.314](#), Supplies.
2. The recipient shall submit an annual Inventory Report, to be received no later than October 31 of each year, which lists all reportable non-exempt equipment and/or Federally-owned property in its custody as of September 30. Negative responses for annual Inventory Reports (when there is no reportable equipment) are not required. A Final Inventory Report of Federally-Owned Property will be submitted by the recipient no later than 120 calendar days after the end date of the period of performance. Negative responses for Final Inventory Reports are not required.
  - a. All reports shall be submitted using NASA Form 1018, NASA Property in the Custody of Contractors, in accordance with the instructions on the form.



- b. Reports shall be submitted to the Grant Officer, the Center Industrial Property Officer (IPO), and the Center Financial Management Office (FMO).

## **2.6 Equipment and Other Property Under Awards with For-Profit Organizations**

1. This award permits acquisition of special purpose equipment required for the conduct of research. Acquisition of special purpose equipment costing in excess of \$10,000 and not included in the approved proposal budget requires the prior approval of the Grant Officer unless the item is merely a different model of an item shown in the approved proposal budget.
2. Recipients may not purchase, as a direct cost to the award, items of general-purpose equipment, examples of which include but are not limited to office equipment and furnishings, air conditioning equipment, reproduction and printing equipment, motor vehicles, and automatic data processing equipment. If the recipient requests an exception, the recipient shall submit a written request for Grant Officer approval, prior to purchase by the recipient, stating why the recipient cannot charge the general-purpose equipment to indirect costs.
3. The recipient may retain title to equipment and other personal property acquired with NASA funds with no further obligation to NASA.
4. Recipients shall submit annually a NASA Form 1018, NASA Property in the Custody of Contractors, in accordance with the instructions on the form. The original NF 1018 shall be submitted to the Center Deputy Chief Financial Officer (Finance) with three copies sent concurrently to the Center Industrial Property Officer. The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 31. Negative reports (*i.e.*, no reportable property) are not required. The information contained in the reports is entered into the NASA accounting system to reflect current asset values for Agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 31. A final report is required within 120 calendar days after the end of the period of performance.
5. The requirements set forth in this term and condition supersedes award term and condition in Section 2.5, Equipment and Other Property.

## **2.7 Listing of Reportable Equipment and Other Property**

1. Title to Federally-owned property provided to the recipient remains vested in the Federal Government and shall be managed in accordance with 2 CFR § [200.312](#), Federally-owned and exempt property. The following items of Federally-owned property are being provided to the recipient for use in performance of the work under this award:
  - a. **(List property or state “not applicable.”)**
2. The following specific items of equipment acquired by the recipient have been identified

by NASA for transfer of title to the Government when no longer required for performance under this award. This equipment will be managed in accordance with 2 CFR § [200.313](#), Equipment, and shall be transferred to NASA or NASA's designee in accordance with the procedures set forth at 2 CFR § [200.313](#)(e):

- a. (List property or state “not applicable.”)

## 2.8 Made in America Encouragement

As stated in 2 CFR § [200.322](#), domestic preferences for procurement, recipients should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

## Section 3. Intellectual Property and Data Rights

### 3.1 Patent Rights (Applicable to Non-Profits and Small Business Firms ONLY)

As stated at 2 CFR § [200.315](#)(c), Intangible Property, this award is subject to the provisions of [37 CFR part 401](#) which requires use of the standard clause set forth at [37 CFR § 401.14](#) “Patent Rights (Small Business Firms and Nonprofit Organizations)” and the following:

- a. Definitions:
  - i. The words “contract” or “Contractor” are used in 37 CFR § 401.14. Those words shall be replaced by the words “award” or “recipient,” respectively.
  - ii. The term “Federal Agency,” “agency,” or “funding Federal agency” is used 37 CFR § 401.14, the term shall be replaced by the term “NASA.”
  - iii. The term “award,” as used in this term and condition, means any actual or proposed grant, cooperative agreement, understanding, or other arrangement, and includes any assignment, substitution of parties, subaward, or subcontract executed or entered into thereunder.
- b. The below items are added to the end of paragraph (c) of 37 CFR § 401.14 are as follows:
  - i. “The recipient may use any format that is convenient to disclose a subject invention required in subparagraph (c)(1). However, NASA prefers that the recipient use either the electronic or paper version of NASA Form 1679, Disclosure of Invention and New Technology (Including Software), for this purpose. Both the electronic and pdf version of the Form can be accessed on the New Technology Reporting website <https://invention.nasa.gov>. **Note: Recipients must obtain NASA credentials to access the site and download the form.**
  - ii. “In addition to the above, the recipient shall provide the New Technology Representative, as designated under section 3.4, Designation of New Technology Representative and Patent Representative, of these terms and conditions, the following:

- A. A yearly interim new technology summary report listing any subject inventions required to be disclosed during the preceding year (or a statement certifying there were none).
  - B. A final new technology summary report listing all subject inventions (or a statement certifying there were none) for the entire award period; which report shall be submitted within 120 days after the end date for the period of performance within the designated system noted within the award document.”
- c. The below item is added to the end of paragraph (f)(1) of 37 CFR § 401.14 “Patent Rights” as follows:
- i. “The recipient shall through employee agreements or other suitable recipient policy, require that its employees “will assign and do hereby assign” to the recipient all right, title and interest in any subject invention under this award.
- d. The term “subcontract” in paragraph (g) of 37 CFR § 401.14 shall include purchase orders.
- e. The following constitutes paragraph “(l)” in 37 CFR § 404.14.
- i. “Communications. A copy of all submissions or requests required 37 CFR §\_401.14, plus a copy of any reports, manuscripts, publications or similar material bearing on patent matters, shall be sent to the Center Patent Counsel and the NASA Grant Officer in addition to any other submission requirements in the award terms and conditions (*e.g.*, as specified in this section 3.4, Designation of New Technology Representative and Patent Representative, of this term and condition). If any reports contain information describing a “subject invention” for which the recipient has elected or may elect to retain title, NASA will use reasonable efforts to delay public release by NASA or publication by NASA in a NASA technical series until an application filing date has been established, provided that the recipient identify the information and the “subject invention” to which it relates at the time of submittal. If required by the Patent Representative or requested by the New Technology Representative, as designated under section 3.4, Designation of New Technology Representative and Patent Representative, of these terms and conditions, the recipient shall provide the filing date, serial number and title, a copy of the patent application, and a patent number and issue date for any “subject invention” in any country in which the recipient has applied for patents. Additionally, the NASA will have an irrevocable power to inspect and make copies of the patent application file, when a Federal Government employee is a co-inventor.”
  - f. NASA Inventions. NASA will use reasonable efforts to report inventions made by NASA employees as a consequence of, or which bear a direct relation to, the performance of specified NASA activities under this agreement and, upon timely request, will use reasonable efforts to grant the recipient an exclusive, or partially exclusive, revocable, royalty-bearing license, subject to the retention of a royalty-free right of the Government to practice or have practiced the invention by or on behalf of the Government.
  - g. The recipient agrees, subject to (g)(1) below, that the Government may duplicate and disclose subject invention disclosures and all other reports and papers furnished or required to be furnished pursuant to this term and condition.
- A. Publishing information concerning an invention before a patent application is filed

on a subject invention may create a bar to a valid patent. To avoid this bar, agencies may withhold information from the public that discloses any invention in which the Government owns or may own a right, title, or interest (including a nonexclusive license) (see [35 U.S.C. 205](#) and 37 CFR part 401). Agencies may only withhold information concerning inventions for a reasonable time in order for a patent application to be filed. Once filed in any patent office, agencies are not required to release copies of any document that is a part of a patent application for those subject inventions.

- B. If NASA contractors are tasked to perform work in support of specified activities under a cooperative agreement and inventions are made by contractor employees, the contractor will normally retain title to its employees' inventions in accordance with [35 U.S.C. 202](#), [14 CFR part 1245](#), and/or [Executive Order 12591](#). In the event the contractor decides not to pursue rights to title in any such invention and NASA obtains or retains title to such inventions, NASA will use reasonable efforts to report such inventions and, upon timely request, will use reasonable efforts to grant the recipient an exclusive, or partially exclusive, revocable, royalty-bearing license, subject to the retention of a royalty-free right of the Government to practice or have practiced the invention by or on behalf of the Government.

### **3.2 Right in Data**

1. "Data," as used in this term and condition, means recorded information, regardless of form, the media on which it may be recorded, or the method of recording. The term includes, but is not limited to, data of a scientific or technical nature, and any copyrightable work, including computer software and documentation thereof.
2. As to data first produced by recipient in carrying out recipient's responsibilities under this award in which the recipient asserts copyright, or data for which copyright ownership was acquired under the grant, the recipient grants to the Federal Government (Government), a royalty-free, nonexclusive and irrevocable license to use, reproduce, distribute (including distribution by transmission) to the public, perform publicly, prepare derivative works, and display publicly, data in whole or in part and in any manner for Federal purposes and to have or permit others to do so for Federal purposes only.
3. In order that the Government may exercise its license rights in data, the Government, upon request to the recipient, shall have the right to review and/or obtain delivery of data resulting from the performance of work under this award or acquired under this award, and authorize others to receive such data to use for Federal purposes.
4. Cost Sharing Efforts. When the recipient cost shares with the Government on the effort, the following paragraph also applies -
  - a. In the event data first produced by the recipient in carrying out recipient's responsibilities under this award is furnished to NASA, and recipient considers such data to embody trade secrets or to comprise commercial or financial information which is privileged or confidential, and such data is so identified with a suitable notice or legend, the data will be maintained in confidence and disclosed and used by the Government and its contractors (under suitable protective conditions) only for experimental, evaluation, research and development purposes, by or on behalf of the

Government for an agreed to period of time, and thereafter for Federal purposes as defined in Appendix D11 (b).

5. For Cooperative Agreements, the following paragraph also applies –
  - a. As to data first produced by NASA in carrying out NASA's responsibilities under a cooperative agreement and which data would embody trade secrets or would comprise commercial or financial information that is privileged or confidential if it has been obtained from the recipient, such data will be marked with an appropriate legend and maintained in confidence for five years (unless a shorter period has been agreed to between the Government and recipient) after development of the information, with the express understanding that during the aforesaid period such data may be disclosed and used (under suitable protective conditions) by or on behalf of the Government for Government purposes only, and thereafter for any purpose whatsoever without restriction on disclosure and use. Recipient agrees not to disclose such data to any third party without NASA's written approval until the aforementioned restricted period expires.

### **3.3 New Technology (Applicable to Commercial Firms That Are Not Small Businesses)**

#### 1. Definitions:

- a. Administrator, as used in this term and condition, means the Administrator of the National Aeronautics and Space Administration (NASA) or duly authorized representative.
- b. The term “award,” as used in this term and condition, means any actual or proposed grant, cooperative agreement, understanding, or other arrangement, and includes any assignment, substitution of parties, subaward, or subcontract executed or entered into thereunder.
- c. Made, as used in this term and condition, means conception or first actual reduction to practice; provided, that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, [7 U.S.C. 2401](#)(d)) must also occur during the period of performance.
- d. Nonprofit organization, as used in this term and condition, means a domestic university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 ([26 U.S.C. 501](#)(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)), or any domestic nonprofit scientific or educational organization qualified under a State nonprofit organization statute.
- e. Practical application, as used in this term and condition, means to manufacture, in the case of a composition or product; to practice, in the case of a process or method; or to operate, in case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available

to the public on reasonable terms.

- f. Reportable item, as used in this term and condition, means any invention, discovery, improvement, or innovation of the awardee, whether patentable or otherwise protectable under Title 35 of the United States Code, made in the performance of any work under any NASA award or in the performance of any work that is reimbursable under any term and condition in any NASA award providing for reimbursement of costs incurred before the effective date of the award. Reportable items include, but are not limited to, new processes, machines, manufactures, and compositions of matter, and improvements to, or new applications of, existing processes, machines, manufactures, and compositions of matter. Reportable items also include new computer programs, and improvements to, or new applications of, existing computer programs, whether copyrightable or otherwise protectable under [Title 17](#) of the United States Code.
  - g. Small business firm, as used in this term and condition, means a domestic small business concern as defined at [15 U.S.C. 632](#) and implementing regulations (see [13 CFR § 121.401 et seq.](#)) of the Administrator of the Small Business Administration.
  - h. Subject invention, as used in this term and condition, means any reportable item which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant that is or may be protectable under the Plant Variety Protection Act ([7 U.S.C. 2321 et seq.](#)).
2. Allocation of principal rights.
- a. Presumption of title.
    - i. Any reportable item that the Administrator considers to be a subject invention shall be presumed to have been made in the manner specified in paragraph (A) or (B) of section 20135(b)(1) of the National Aeronautics and Space Act of 1958 ([51 U.S.C. 20135](#)) (hereinafter called “the Act”), and that presumption shall be conclusive unless at the time of reporting the reportable item the recipient submits to the Grant Officer a written statement, containing supporting details, demonstrating that the reportable item was not made in the manner specified in paragraph (A) or (B) of section 20135(b)(1) of the Act.
    - ii. Regardless of whether title to a given subject invention would otherwise be subject to an advance waiver or is the subject of a petition for waiver, the recipient may nevertheless file the statement described in paragraph (b)(1)(i) of this term and condition. The Administrator will review the information furnished by the recipient in any such statement and any other available information relating to the circumstances surrounding the making of the subject invention and will notify the recipient whether the Administrator has determined that the subject invention was made in the manner specified in paragraph (A) or (B) of section 20135(b)(1) of the Act.
  - b. Property rights in subject inventions. Each subject invention for which the presumption of paragraph (b)(1)(i) of this term and condition is conclusive or for which there has been a determination that it was made in the manner specified in paragraph (A) or (B) of section 20135(b)(1) of the Act shall be the exclusive property of the United States as represented

by NASA unless the Administrator waives all or any part of the rights of the United States, as provided in paragraph (b)(3) of this term and condition.

c. Waiver of rights.

- i. Section 20135(g) of the Act provides for the promulgation of regulations by which the Administrator may waive the rights of the United States with respect to any invention or class of inventions made or that may be made under conditions specified in paragraph (A) or (B) of section 20135(b)(1) of the Act.
- ii. As provided in [14 CFR part 1245](#), subpart 1, recipients may petition, either prior to execution of the award or within 30 days after execution of the award, for advance waiver of rights to any or all of the inventions that may be made under an award. If such a petition is not submitted, or if after submission it is denied, the recipient (or an employee inventor of the recipient) may petition for waiver of rights to an identified subject invention within eight months of first disclosure of the invention in accordance with paragraph (e)(2) of this term and condition, or within such longer period as may be authorized in accordance with 14 CFR § 1245.105.

3. Minimum rights reserved by the Government.

- a. With respect to each subject invention for which a waiver of rights is applicable in accordance with [14 CFR part 1245](#), subpart 1, the Government reserves –
  - i. An irrevocable, nonexclusive, nontransferable, royalty-free license for the practice of such invention throughout the world by or on behalf of the United States or any foreign government in accordance with any treaty or agreement with the United States; and
- b. Such other rights as stated in 14 CFR § 1245.107.
  - i. Nothing contained in this paragraph (c) shall be considered to grant to the Government any rights with respect to any invention other than a subject invention.

4. Minimum rights to the Recipient.

- a. The recipient is hereby granted a revocable, nonexclusive, royalty-free license in each patent application filed in any country on a subject invention and any resulting patent in which the Government acquires title, unless the recipient fails to disclose the subject invention within the times specified in paragraph (e)(2) of this term and condition. The recipient's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the recipient is a party and includes the right to grant sublicenses of the same scope to the extent the recipient was legally obligated to do so at the time the award was issued. The license is transferable only with the approval of the Administrator except when transferred to the successor of that part of the recipient's business to which the invention pertains.
- b. The recipient's domestic license may be revoked or modified by the Administrator to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with [37 CFR part 404](#), Licensing of Government Owned Inventions. This license will not be revoked in that field of use or the geographical areas in which the recipient has

- achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the Administrator to the extent the recipient, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
- c. Before revocation or modification of the license, the recipient will be provided a written notice of the Administrator's intention to revoke or modify the license, and the recipient will be allowed 30 days (or such other time as may be authorized by the Administrator for good cause shown by the recipient) after the notice to show cause why the license should not be revoked or modified. The recipient has the right to appeal to the Administrator any decision concerning the revocation or modification of its license.
5. Invention identification, disclosures, and reports.
- a. The recipient shall establish and maintain active and effective procedures to assure that reportable items are promptly identified and disclosed to recipient personnel responsible for the administration of this New Technology term and condition within six months of conception and/or first actual reduction to practice, whichever occurs first in the performance of work under this award. These procedures shall include the maintenance of laboratory notebooks or equivalent records and other records as are reasonably necessary to document the conception and/or the first actual reduction to practice of the reportable items, and records that show that the procedures for identifying and disclosing reportable items are followed. Upon request, the recipient shall furnish the Grant Officer a description of such procedures for evaluation and for determination as to their effectiveness.
  - b. The recipient will disclose each reportable item to the New Technology Representative, with notice to the Grant Officer, within two months after the inventor discloses it in writing to recipient personnel responsible for the administration of this New Technology term and condition or, if earlier, within six months after the recipient becomes aware that a reportable item has been made, but in any event for subject inventions before any on sale, public use, or publication of such invention known to the recipient. The disclosure to the Agency shall be in the form of a written report and shall identify the award under which the reportable item was made and the inventor(s) or innovator(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and physical, chemical, biological, or electrical characteristics of the reportable item. The disclosure shall also identify any publication, on sale, or public use of any subject invention and whether a manuscript describing such invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the Agency, the recipient will promptly notify the Agency of the acceptance of any manuscript describing a subject invention for publication or of any on sale or public use planned by the recipient for such invention.
  - c. The recipient shall furnish the New Technology Representative, with notice to the Grants Officer, the following:
    - ii. Interim new technology summary reports every 12 months from the date of the



award, listing reportable items during that period, and certifying that all reportable items have been disclosed (or that there are no such inventions) and that the procedures required by paragraph (e)(1) of this term and condition have been followed.

- iii. A final new technology summary report within 120 days after the end of the period of performance, listing all reportable items or certifying that there were no such reportable items, and listing all research subawardees/subcontractors at any tier containing a patent rights clause or certifying that there were no such subcontractors.
  - d. The recipient agrees, upon written request of the Patent Representative, to furnish additional technical and other information available to the recipient as is necessary for the preparation of a patent application on a subject invention and for the prosecution of the patent application, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions.
  - e. The recipient agrees, subject to 5(a) below, the Government may duplicate and disclose subject invention disclosures and all other reports and papers furnished or required to be furnished pursuant to this term and condition.
    - i. Publishing information concerning an invention before a patent application is filed on a subject invention may create a bar to a valid patent. To avoid this bar, agencies may withhold information from the public that discloses any invention in which the Government owns or may own a right, title, or interest (including a nonexclusive license) (see [35 U.S.C. 205](#) and [37 CFR part 401](#)). Agencies may only withhold information concerning inventions for a reasonable time in order for a patent application to be filed. Once filed in any patent office, agencies are not required to release copies of any document that is a part of a patent application for those subject inventions.
6. Examination of records relating to inventions.
- a. The Grant Officer or any authorized representative shall, until 3 years after final payment under this award, have the right to examine any books (including laboratory notebooks), records, and documents of the recipient relating to the conception or first actual reduction to practice of inventions in the same field of technology as the work under this award to determine whether –
    - i. Any such inventions are subject inventions;
    - ii. The recipient has established and maintained the procedures required by paragraph (e)(1) of this term and condition; and
    - iii. The recipient and its inventors have complied with the procedures.
  - b. If the New Technology Representative or Patent Representative learns of an unreported recipient invention, the recipient may be required to disclose the invention to the Agency for a determination of ownership rights.
  - c. Any examination of records under this paragraph will be subject to appropriate

conditions to protect the confidentiality of the information involved.

7. Subawards/Subcontracts.

- a. Unless otherwise authorized or directed by the Grant Officer, the recipient shall:
  - i. Include the clause at [NASA FAR Supplement](#) (NFS) 1852.227-70, New Technology, (suitably modified to identify the parties) in any subaward/subcontract hereunder (regardless of tier) with other than a small business firm or nonprofit organization for the performance of experimental, developmental, or research work; and
  - ii. Include the FAR clause 52.227-11, as modified by the NASA FAR Supplement (NFS) 1852.227-11, “Patent Right-Retention by the Contractor (Short Form)” (suitably modified to identify the parties) in any subaward/subcontract hereunder (regardless of tier) with a small business firm or nonprofit organization for the performance of experimental, developmental, or research work.
- b. In the event of a refusal by a prospective subrecipient to accept such a clause the recipient
  - i. Shall promptly submit a written notice to the Grant Officer setting forth the subrecipient's reasons for such refusal and other pertinent information that may expedite disposition of the matter; and
  - ii. Shall not proceed with such subaward/subcontract without the written authorization of the Grant Officer.
- c. The recipient shall promptly notify the Grant Officer in writing upon the award of any subaward/subcontract at any tier containing a patent rights clause by identifying the subrecipient, the applicable patent rights term and condition/clause, the work to be performed under the subrecipient and the dates of award and estimated completion. Upon request of the Grant Officer, the recipient shall furnish a copy of such subaward/subcontract, and, no more frequently than annually, a listing of the subawards/subcontracts that have been awarded.
- d. The subrecipient will retain all rights provided for the recipient in paragraph (h)(1)(i) or (ii) of this term and condition, whichever is included in the subaward/subcontracts, and the recipient will not, as part of the consideration for awarding the subaward/subcontract, obtain rights in the subrecipients' subject inventions.
  - i. Preference for United States industry. Unless provided otherwise, no recipient that receives title to any subject invention and no assignee of any such recipient shall grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement may be waived by the Administrator upon a showing by the recipient or assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

### 3.4 Designation of New Technology Representative and Patent Representative

1. For the administration of the term and condition entitled “New Technology,” or “Patent Rights” whichever is included, the designated representatives, whose emails are listed on the Points of Contact list, will oversee these terms and conditions.
2. Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the term and condition, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative, with notification to the Grant Officer, unless transmitted in response to correspondence or request from the Patent Representative. Inquires or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This term and condition shall be included in any subaward/subcontract hereunder requiring a “New Technology” term and condition or “Patent Rights - Retention by the Contractor (Short Form)” term and condition unless otherwise authorized or directed by the Grant Officer. The respective responsibilities and authorities of the above-named representatives are set forth in the NASA Grant and Cooperative Agreement Manual.

### 3.5 Access to Research Results

1. This award is subject to the requirements of the [\*NASA Plan for Increasing Access to the Results of Scientific Research\*](#), which covers public access to digital scientific data and peer-reviewed publications. For purposes of this term and condition, the following definitions apply:
  - a. Awardee: Any recipient of a NASA grant or cooperative agreement, its investigators, and subrecipient (subaward or contract as defined in 2 CFR § [200.1](#), Definitions) at any level.
  - b. Final Peer-Reviewed Manuscript: The final text version of a peer-reviewed article disclosing the results of scientific research which is authored or co-authored by the Awardee or funded, in whole or in part, with funds from a NASA award, that includes all modifications from the publishing peer review process, and all graphics and supplemental material prepared by the awardee.
2. The recipient shall:
  - a. Comply with their approved Open Science and Data Management Plan submitted with its proposal, and as modified upon agreement by the recipient and NASA from time to time during the course of the period of performance.
  - b. Ensure that any Final Peer-Reviewed Manuscript is submitted to the NASA-designated repository within one year of completion of the peer review process. NASA’s instructions for completing the submission process are available on the NASA [Scientific and Technical Information \(STI\) Program website](#).
  - c. Ensure that any publisher's agreements entered into by an Awardee will allow for the Awardee to comply with these requirements including submission of Final Peer-Reviewed Manuscripts to the NASA-designated repository, as listed in paragraph

- (b)(2) of this term and condition, with sufficient rights to permit such repository to use such Final Peer-Reviewed Manuscript in its normal course, including rights to permit users to download XML and plain text formats.
- d. Hereby represent and warrant that Awardee has secured for recipient the right to submit the Final Peer-Reviewed Manuscript to the NASA-designated repository for use as set forth herein.
  - e. Include in annual and final reports a list of Final Peer-Reviewed Manuscripts covered by this term and condition.

### **3.6 Restrictions on Sale or Transfer of Technology to Foreign Firms or Institutions**

1. The parties agree that access to technology developments under this award by foreign firms or institutions must be carefully controlled. For purposes of this clause, a transfer includes a sale of the company, or sales or licensing of the technology. Transfers include:
  - a. Sales of products or components,
  - b. Licenses of software or documentation related to sales of products or components, or
  - c. Transfers to foreign subsidiaries of the recipient for purposes related to this agreement.
2. The recipient shall provide timely notice to the Grant Officer in writing of any proposed transfer of technology developed under this award. If NASA determines that the transfer may have adverse consequences to the national security interests of the United States, or to the establishment of a robust United States industry, NASA and the recipient shall jointly endeavor to find alternatives to the proposed transfer which obviate or mitigate potential adverse consequences of the transfer.

### **3.7 Export Licenses**

1. The recipient shall comply with all applicable U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), [22 CFR Parts 120 through 130](#), and the Export Administration Regulations (EAR), [15 CFR parts 730 through 799](#), in the performance of this award. In the absence of available license exemptions/exceptions, the recipient shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.
2. The recipient shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this award. The recipient is also responsible when the work is to be performed on-site at [insert name of NASA installation], where the foreign person will have access to export-controlled technical data or software.
3. The recipient shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.
4. The recipient shall be responsible for ensuring that the requirements of this provision apply to its subaward recipients and subcontractors.

## **Section 4. Compliance and Reporting**

### **4.1 Conflict of Interest Policy Requirements**

All NASA grant and cooperative agreement recipients shall comply with the conflict-of-interest policy and notification requirements in section 29.7, Conflicts of Interest Policy, of the *NASA Grant and Cooperative Agreement Manual (GCAM)*.

### **4.2 Requirement to Obtain a Quotation from Small and/or Minority Businesses, Women's Business Enterprises, or Labor Surplus Area Firms**

Pursuant to the requirements in 2 CFR § [200.321](#), Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms, grant and cooperative agreement recipients shall, to the extent practicable, obtain at least one quotation in response to a recipient-issued Request for Quotation (RFQ) from a small and/or minority business, women's business enterprise, or labor surplus area firm when the acquisition of goods or services exceeds the simplified acquisition threshold (SAT) as defined in the Federal Acquisition Regulation (FAR) part 2.101, Definitions (currently the SAT is \$250,000). In the event that recipients are unable to obtain at least one quote from a small and/or minority business, women's business enterprise, or labor surplus area firm, a written justification indicating why this was not possible must be maintained in the recipient's records.

### **4.3 Restrictions on the Use of the NASA Seal, Insignia, Logotype, Program Identifiers, or Flags**

1. In accordance with [14 CFR part 1221](#), the NASA Seal, NASA Insignia, NASA Logotype, NASA Program Identifiers, and the NASA Flags are protected and shall be used exclusively to represent NASA, its programs, projects, functions, activities, or elements.
2. The use of these devices by recipients shall be governed by the requirements and restrictions set forth at 14 CFR §§ 1221.109-113. Requests for use of these devices by recipients shall be subject to the prior written approval of the NASA Grant Officer in conjunction with the NASA Headquarters, Office of Communications.
3. The use of these devices by recipients for any purpose other than as authorized by NASA regulations shall be prohibited. Their misuse shall be subject to the penalties authorized by statute, as set forth in 14 CFR §1221.115 and shall be reported as provided in 14 CFR §1221.116.

### **4.4 Prohibition on Certain telecommunications and video surveillance services or equipment**

Grant and cooperative agreement recipients and subrecipients are prohibited from obligating or expending grant funds to:

1. Procure or obtain,

2. Extend or renew a contract to procure or obtain; or
3. Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, Section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - b. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

## 4.5 Trafficking in Persons

1. *Provisions applicable to a recipient that is a private entity.*
  - a. Under this award, the recipient, its employees, subrecipients under this award, and subrecipient's employees must not engage in:
    - i. Severe forms of trafficking in persons;
    - ii. The Procurement of a commercial sex act during the period of time that this award or any subaward is in effect.
    - iii. The use of forced labor in the performance of this award or any subaward; or
    - iv. Acts that directly support or advance trafficking in persons, including the following acts:
      - A. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
      - B. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

- (1) Exempted from the requirement to provide or pay for such return transportation by NASA; or
      - (2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
    - C. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
    - D. Charging recruited employees a placement or recruitment fee; or
    - E. Providing or arranging housing that fails to meet the host country's housing and safety standards.
  - b. NASA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:
    - i. Is determined to have violated a prohibition in paragraph (a)(1) of this section through conduct that is either:
      - A. Associated with the performance under this award; or
      - B. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)" as implemented by NASA at 2CFR Part 1880
2. *Provisions applicable to a recipient other than Private entity.*
- a. NASA may unilaterally terminate this award or take any remedial actions authorized by U.S.C. 7104b(c), without penalty, if a subrecipient that is private entity under this award:
    - i. Is determined to have violated a prohibition in paragraph (a)(1) of this section or
    - ii. Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this section through conduct that is either:
      - A. Associated with the performance under this award; or
      - B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)" as implemented by NASA at 2CFR Part 1880
3. *Provisions applicable to any recipient.*
- a. The recipient must inform NASA and NASA Office of Inspector General immediately of any information the recipient receives from any source alleging a violation of a prohibition in paragraph (a) (1) of this section.
  - b. NASA's right to unilaterally terminate this award is described in paragraphs (a) (2) or (b) (1) of this section.

- i. Implements the requirements of 22 U.S.C. 78, and
- ii. Is in addition to all remedies for noncompliance that are available to NASA under this award.
- c. The recipient must include the requirements of paragraph (a) (1) of this award term in any subaward it makes to a private entity.
- d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b)

4. *Definitions.* For purposes of this award term:

*Employee* means either:

- a. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
- b. Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

*Private entity* means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospital. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1

The terms “Severe forms of trafficking in persons” “commercial sex act” “sex trafficking” Abuse or threatened abuse of law or legal process” “coercion” “debt bondage”, and “involuntary servitude” have the meanings given in at section 103 of the Trafficking Victims Protection Act, as amended (22 U.S.C. 7102).

## 4.6 Investigation and Research Misconduct

Allegations of research misconduct are treated seriously and confidentially at NASA. Allegations are reviewed promptly, and if they meet the definition of research misconduct according to [14 CFR § 1275.101, Definitions](#), they will be forwarded to the NASA Adjudication Official for their oversight. See 14 CFR § 1275.101(m) to determine the appropriate Adjudication Official.

1. The NASA Adjudication Official has the authority to oversee and investigate potential research misconduct involving research defined in OMB Circular A-11 in all fields of science, engineering, and mathematics, including, but not limited to, research in space and Earth sciences, economics, education, linguistics, medicine, psychology, social sciences, statistics, and biological and physical research (ground based and microgravity), including research involving human subjects or animals.
2. Whenever feasible, allegations that may be of concern to other Federal agencies and/or NASA offices will also be redirected as appropriate.
3. If an individual involved in NASA funded research is found to have committed research misconduct, the administrative actions that may be taken against this person range from minimal restrictions to severe restrictions per 14 CFR § 1275.106 Administrative



Actions, and do not include possible criminal sanctions.

NASA will afford the accused individual or institution a chance to comment on the investigation report and a chance to appeal the decision resulting from the adjudication. The process for contesting a decision is outlined in 14 CFR § 1275.108 Appeals.

#### **4.7 Reporting Requirements Regarding Findings of Harassment, Sexual Harassment, Other Forms of Harassment, or Sexual Assault**

1. The Principal Investigator (PI) and any Co-Investigator(s) (Co-I) identified on a NASA award are in a position of trust. These individuals must comport themselves in a responsible and accountable manner during the award period of performance, whether at the recipient's institution, on-line, or at locales such as field sites, facilities, or conferences/workshops. Above all, NASA wishes to assure the safety, integrity, and excellence of the programs and activities it funds.
2. For purposes of this term and condition, the following definitions apply:
  - a. *Administrative Leave/ Administrative Action:* Any temporary/ interim suspension or permanent removal of the PI or Co-I, or any administrative action imposed on the PI or Co-I by the recipient under organizational policies or codes of conduct, statutes, regulations, or executive orders, relating to activities, including but not limited to the following: teaching, advising, mentoring, research, management/ administrative duties, or presence on campus.
  - b. *Finding/Determination:* The final disposition of a matter involving sexual harassment or other form of harassment under organizational policies and processes, to include the exhaustion of permissible appeals exercised by the PI or Co-I, or a conviction of a sexual offense in a criminal court of law.
  - c. *Other Forms of Harassment:* Non-gender or non-sex-based harassment of individuals protected under Federal civil rights laws, as set forth in organizational policies or codes of conduct, statutes, regulations, or executive orders.
  - d. *Sexual harassment:* May include but is not limited to gender or sex-based harassment, unwelcome sexual attention, sexual coercion, or creating a hostile environment, as set forth in organizational policies or codes of conduct, statutes, regulations, or executive orders.
3. *The recipient is required to report to NASA:* (1) Any finding/determination regarding the PI or any Co-I<sup>1</sup> that demonstrates a violation of the recipient's policies or codes of conduct, relating to sexual harassment, other forms of harassment, or sexual assault; and/or (2) if the PI or any Co-I is placed on administrative leave or if any administrative action has been

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<sup>1</sup> If a Co-I is affiliated with a subrecipient organization, the AOR of the subrecipient must provide the requisite information directly to NASA and to the recipient. The subrecipient must act in accordance with Title 2 of the Code of Federal Regulations, Section [200.332](#), Requirements for Pass-Through Entities.

imposed on the PI or any Co-I by the recipient relating to any finding/determination or an investigation of an alleged violation of the recipient's policies or codes of conduct, statutes, regulations, or executive orders relating to sexual harassment, other forms of harassment, or sexual assault.<sup>2</sup> Such reporting must be submitted by the Authorized Organizational Representative (AOR) to NASA's Office of Diversity and Equal Opportunity at <https://missionstem.nasa.gov/term-condition-institutional-ten-discr.html> within 10 business days from the date of the finding/determination, or the date of the placement of a PI or Co-I by the recipient on administrative leave or the imposition of an administrative action.<sup>3</sup>

4. Recipient agrees to insert the substance of this term and condition in any subaward/subcontract involving a co-investigator. Recipient will be responsible for ensuring that all reports, including those related to co-investigators, comply with this term and condition.
5. Each report must include the following information:
  - a. NASA Award Number;
  - b. Name of PI or Co-I being reported;<sup>4</sup>

*Type of Report:* Select one of the following:

- Finding/Determination that the reported individual has been found to have violated the recipient's policies or codes of conduct, statutes, regulations, or executive orders relating to sexual harassment, other forms of harassment, or sexual assault;  
*or*
- Placement by the recipient of the reported individual on administrative leave or the imposition of any administrative action on the PI or any Co-I by the recipient relating to any finding/determination, or an investigation of an alleged violation of the recipient's policies or codes of conduct, statutes, regulations, or executive orders relating to sexual harassment, other forms of harassment, or sexual assault.

The recipient must also provide:

- A description of the finding/ determination and action(s) taken, if any; *and/or*

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<sup>2</sup> Recipient findings/determinations and placement of a PI or Co-I on administrative leave or the imposition of an administrative action must be conducted in accordance with organizational policies and processes. They also must be conducted in accordance with federal laws, regulations, and executive orders.

<sup>3</sup> Such report must be provided regardless of whether the behavior leading to the finding/determination, or placement on administrative leave, or the imposition of an administrative action occurred while the PI or Co-I was carrying out award activities.

<sup>4</sup> Only the identification of the PI or Co-I is required. Personally identifiable information regarding any complainants or other individuals involved in the matter must not be included in the report. In the rare circumstance that information regarding a PI or Co-I is subject to the Family Educational and Privacy Act, [20 U.S.C. § 1232g](#) and its implementing regulations, 35 C.F.R. Part 99, the recipient shall comply with those requirements.

- The reason(s) for, and conditions of placement of the PI or any Co-I on administrative action or administrative leave.
- The recipient, at any time, may propose a substitute investigator if it determines the PI or any Co-I may not be able to carry out the funded project or activity and/or abide by the award terms and conditions.

In reviewing the report, NASA will consider, at a minimum, the following factors:

- The safety and security of personnel supported by the NASA award;
  - The overall impact to the NASA-funded activity;
  - The continued advancement of taxpayer-funded investments in science and scientists;
  - Whether the recipient has taken appropriate action(s) to ensure the continuity of science and that continued progress under the funded project can be made.
6. Upon receipt and review of the information provided in the report, NASA will consult with the AOR, or designee. Based on the results of this review and consultation, the Agency may, if necessary and in accordance with 2 CFR § [200.338](#), assert its programmatic stewardship responsibilities and oversight authority to initiate the substitution or removal of the PI or any Co-I, reduce the award funding amount, or where neither of those previous options is available or adequate, to suspend or terminate the award.

Other personnel supported by a NASA award must likewise remain in full compliance with awardee policies or codes of conduct, statutes, regulations, or executive orders relating to sexual harassment, other forms of harassment, or sexual assault. With regard to any personnel not in compliance, the awardee must make appropriate arrangements to ensure the safety and security of other award personnel and the continued progress of the funded project. Notification of these actions is not required under this term and condition.

## **4.8 Reporting of Matters Related to Recipient Integrity and Performance**

**The following term and condition applies to all grants and cooperative agreements with a Federal share that may exceed \$500,000 over the award's period of performance.**

### 1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term is current and complete. This is a statutory requirement under section

872 of [Public Law 110-417](#), as amended ([41 U.S.C. 2313](#)). As required by section 3010 of [Public Law 111-212](#), all information posted in responsibility/qualification records in SAM.gov on or after April 15, 2011, (except past performance reviews required for Federal procurement contracts) will be publicly available.

## 2. Proceedings About Which You Must Report

Submit the required information about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
  - i. A criminal proceeding that resulted in a conviction;
  - ii. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - iii. An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  - iv. Any other criminal, civil, or administrative proceeding if:
    - A. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
    - B. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
    - C. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

## 3. Reporting Procedures

Enter the required information in SAM.gov for each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in SAM.gov because you were required to do so under Federal procurement contracts that you were awarded.

## 4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information in SAM.gov for the

most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

## 5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (for example Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. *Conviction* means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

## 4.9 Technical Publications and Reports

1. NASA encourages the widest practicable dissemination of research results at any time during the course of the investigation.
  - a. All information disseminated as a result of the award shall contain a statement which acknowledges NASA's support and identifies the award by number (*e.g.*, “the material is based upon work supported by NASA under award No(s) XXXXX (as shown on the award notice).”)
  - b. Except for articles or papers published in scientific, technical, or professional journals, the exposition of results from NASA supported research should also include the following disclaimer - “Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the National Aeronautics and Space Administration.”
  - c. As a courtesy, any release of a NASA photograph or illustration should list NASA first on the credit line followed by the name of the Principal Investigator's Institution. As an example - “Photograph or illustration, figure, etc. courtesy of NASA or NASA Center managing the mission or program and the Principal Investigator's institution.”
  - d. For research and research-related awards, see additional reporting requirements in

section 3.5, Access to Research Results, of these terms and conditions.

2. Reports shall be in the English language.
3. All award recipients shall comply with the reporting requirements in Appendix C, Required Publications and Reports, of the GCAM, as applicable. Appendix C describes the reports that shall be submitted to NASA, when they are due, and to whom they shall be submitted. A copy of the reporting requirements table in Appendix C shall be inserted into each award's standard terms and conditions in full text.
4. Performance reports, Summaries of Research, and Educational Activity Reports shall adhere to GCAM section 29.1, Performance Report Requirements, and 29.1.1, Information Contained in a Performance Report, and include the following on the first page:
  - Federal agency (i.e., NASA) and funding organization to which the report is submitted.
  - Award number.
  - Project title.
  - Principal Investigator name, title, and contact information (e-mail address and phone number).
  - Name of submitting official, title, and contact information (e-mail address and phone number), if other than PI.
  - Submission date.
  - Unique Entity Identifier (UEI) and EIN.
  - Recipient organization name and address.
  - Recipient identifying number or account number, if any.
  - Period of performance start and end date.
  - Reporting period end date.
  - Report term or frequency (annual, semi-annual, quarterly, other).
  - Final Report? Indicate "Yes" or "No."
  - A signature is *not* required.

#### **4.10 Reporting Subawards and Executive Compensation**

1. *Reporting of first-tier subawards.*
  - a. *Applicability.* Unless the recipient is exempt as provided in paragraph d. of this award term, the recipient must report each subaward that equals or exceeds \$30,000 or more in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if a modification increases the Federal funding to an amount that equals or exceeds \$30,000. All reported subawards should reflect the total amount of the subaward (see definitions in paragraph (e) of this award term).
  - b. *Reporting Requirements.*
    - i. The entity or Federal agency must report each subaward described in paragraph a.1. of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsrs.gov>.

- ii. For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was issued on November 7, 2025, the subaward must be reported by no later than December 31, 2025.)
2. Reporting total compensation of recipient executives for entities.
- a. *Applicability.* The recipient must report the total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year, if:
    - i. The total Federal funding authorized to date under this Federal award equals or exceeds is \$30,000.
    - ii. In the preceding fiscal year, the recipient received:
      - A. 80 percent or more of the recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards) and subawards) subject to the Transparency Act, and,
      - B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the and,
    - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\)](#), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
  - b. *Reporting Requirements.* The recipient must report executive total compensation described in paragraph b.1. of this award term:
    - i. As part of its registration profile at <https://www.sam.gov>.
    - ii. No later than the month following the month in which this award is made, and annually after that. (For example, if this federal award was made on November 7, 2025, the executive total compensation must be reported by no later than December 31, 2025)
3. *Reporting of Total Compensation of Subrecipient Executives.*
- a. *Applicability and what to report.* Unless a first-tier subrecipient is exempt as provided in paragraph d. of this award term, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

- i. The total Federal funding authorized to date under the subaward equals or exceeds \$30,000.
  - ii. In the subrecipient's preceding fiscal year, the subrecipient received—
    - A. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act, and,
    - B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and,
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\)](#), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- b. *Reporting Requirements.* The subrecipient must report to the recipient their executive total compensation described in paragraph c.1. of this award term. The recipient is required to submit this information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsrs.gov> no later than the end of the month in which the subaward was issued. (For example, if the subaward was issued on November 7, 2025, the subaward must be reported by no later than December 31, 2025)

#### 4. *Exemptions*

A recipient with gross income under \$300,000 in the previous tax year is exempt from the requirements to report:

- a. Subawards, and
- b. The total compensation of the five most highly compensated executives of any subrecipient.

#### 5. *Definitions.*

For the purposes of this award term, the definitions at [2 CFR § 170, Appendix A](#), section E apply.

### **4.11 Post-award Disclosure Requirements**

1. All NASA grant and cooperative agreement recipients shall comply with the disclosure requirements in GCAM, section 29,8, Post-award Biographical Sketch, Current and Pending



(Other) Support, and Facilities and Equipment (F&E) Disclosures. See the NASA Pre-award and Post-award Disclosure Requirements table for more information on which new activities must be reported.

2. If an entity discovers that a senior/key person has failed to disclose reportable information in accordance with sections 10.5, Biographical Sketches; 10.6, Current and Pending (Other) Support Disclosures; or 10.9, Facilities, Equipment, and Other Resources; of the GCAM, then the entity shall notify NASA within 30 calendar days of the discovery. Authorized Organizational Representatives, or a delegate, shall submit a disclosure form, or updated F&E information, that includes information for the undisclosed activity only, and the information shall be submitted to the cognizant NASA Grant Officer(s). AORs or their delegates are not required to sign the certification on the disclosure form as that certification is intended only for senior/key personnel.

## **Section 5. Safety, Security, and Environmental Regulations**

### **5.1 Safety and Mishap Reporting**

The recipient shall act responsibly in matters of safety and shall take all reasonable safety measures in performing under this award. The recipient shall comply with all applicable Federal, state, and local laws relating to safety. The recipient shall maintain a record of and notify the NASA Grant Officer, within one workday of any accident involving death, disabling injury, or substantial loss of property in performing this award. If non-NASA personnel are injured, the recipient will follow its internal investigation process. If NASA personnel are injured and/or NASA property is damaged, the recipient, in coordination with the cognizant NASA Program Manager, Technical Officer, or designee, shall comply with NASA Procedural Requirement (NPR) [8621.1D](#), NASA Procedural Requirements of Mishap and Close Call Reporting, Investigating, and Recordkeeping. Upon request, NASA and the recipient agree to provide assistance to each other in the conduct of any investigation. The recipient will, within one workday, advise the NASA Grant Officer of hazards that come to its attention as a result of the work performed. Where the work under this award involves flight hardware, the hazardous aspects, if any, of such hardware will be identified, in writing, by the recipient. Compliance with this term and condition by subawardees/subcontractors shall be the responsibility of the recipient.

### **5.2 Allocation of Risk/Liability**

With respect to activities undertaken under this award, the recipient agrees not to make any claim against NASA or the U.S. Government with respect to the injury or death of its employees or its subawardees/contractors and subaward/subcontractor employees, or to the loss of its property or that of its subawardees/contractors and subawardees/subcontractors, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of willful misconduct. In addition, as applicable, the recipient agrees to indemnify and hold the U.S. Government and its contractors and subcontractors harmless from any third-party claim, judgment, or cost arising from the injury to or death of any person, or for damage to or loss of any property, arising as a result of its possession or use of any U.S. Government property. If State law prohibits the recipient from accepting indemnification, then the recipient shall ensure this term and condition applies to all subrecipients, subawardees, contractors or subcontractors under this award.

## 5.3 National Security

1. NASA awards normally do not involve classified information. However, if it is known in advance that an award involves classified information or if the work on the award is likely to develop classified information, individuals performing on the award who will have access to the information must obtain the appropriate security clearance in advance of performing on the award, in accordance with NASA Procedural Requirements (NPR) [1600.2A](#), *NASA Classified National Security Information (CNSI)*.
2. When access to classified information is not originally anticipated in the performance of an award, but such information is subsequently sought or potentially developed by the award recipient, the NASA Grant Officer who issued the award shall be notified immediately, and prior to work under the award proceeding, to implement the appropriate clearance requirements.

## 5.4 Never Contract with the Enemy

### *Prohibition on Providing Funds to the Enemy*

1. The recipient must
  - a. Exercise due diligence to ensure that no funds, including supplies services, received under this grant or cooperative agreement are provide directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subaward or contract and;
  - b. Terminate or void in whole or in part any subaward or contract with a person or entity listed in the System for Award Management (SAM.gov) as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless NASA provides written approval to continue the subaward or contract.
2. The recipient may include the substance of this clause, including paragraph (a) of this clause, in subawards under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.
3. NASA has the authority to terminate or void this grant or cooperative agreement, in whole or in part, if NASA becomes aware that the recipient failed to exercise due diligence as required by paragraph (a) of this clause or if NASA becomes aware that any funds received under this grant or cooperative agreement have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

## 5.5 Malign Foreign Talent Recruitment Program

1. All NASA grant and cooperative agreement recipients shall comply with the malign

foreign talent recruitment program (MFTRP) prohibitions described in section 16.15 of the GCAM, Malign Foreign Talent Recruitment Programs, of this document. Per section 16.15, individuals who are a party to a MFTRP shall not serve as senior/key personnel on a NASA grant or cooperative agreement. The definition of MFTRP can be found at [42 U.S.C. 19237\(4\)](#). All Principal Investigators (PIs), all Co-Principal Investigators (CoPIs), and Co-Investigators (Co-Is) proposing to spend 10 percent or more of their time in any given year on a NASA-funded grant or cooperative agreement are designated as senior/key personnel.

2. [42 U.S.C. 19232\(a\)\(1\)](#) requires senior/key personnel listed in proposals to certify annually for the duration of a Federal award that each such individual is not a party to a MFTRP. As such, all NASA award recipients shall ensure that senior/key personnel have signed annually a certification stating that they are not a party to a MFTRP. These annual certifications do not have to be submitted to NASA, but award recipients shall maintain them in their grant files and make them available to NASA upon request in accordance with 2 CFR 200.334, Retention requirements for records, and 200.337, Access to records.

## 5.6 Access & Security Checks

1. NASA reserves the right to perform security checks and to deny or restrict access to a NASA Center, facility, or computer system, or to NASA technical information, as NASA deems appropriate. To the extent the recipient needs such access for performance of the work, the recipient shall ensure that individuals needing such access provide the personal background and biographical information requested by NASA. Individuals failing to provide the requested information may be denied such access.
2. All requests to visit a NASA Center or facility must be submitted in a timely manner in accordance with instructions provided by that Center or facility.

## 5.7 Non-Discrimination

1. To the extent provided by law and any applicable agency regulations, this award and any program assisted thereby are subject to the provisions of Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education amendments of 1972 (Pub. L. 92-318, [20 U.S.C. 1681 et seq.](#)), section 504 of the Rehabilitation Act of 1973 ([29 U.S.C. 794](#)), the Age Discrimination Act of 1975 (Pub. L. 94-135), Executive Order 13798, the implementing regulations issued pursuant thereto by NASA, and the assurance of compliance which the recipient has filed with NASA.
2. Except for commercially available supplies, materials, equipment, or general support services, the recipient shall obtain an assurance of compliance as required by NASA regulations from each organization that applies or serves as a subrecipient, subawardee, contractor, or subcontractor under this award.
3. Work on NASA awards is subject to the provisions of Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; [42 U.S.C. 2000d-1](#)), Title IX of the Education Amendments of 1972 ([20 U.S.C. 1681 et seq.](#)), Section 504 of the Rehabilitation Act of 1973, as amended ([29 U.S.C. 794](#)), the Age Discrimination Act of 1975 ([42 U.S.C. 6101 et seq.](#)), Executive Order 13798, and the NASA implementing regulations ([14 CFR parts 1250, 1251, 1252, and](#)

[1253](#)).

## 5.8 Clean Air and Water

Recipients must:

1. Comply with applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended ([42 U.S.C. 7401et seq.](#)) and of the Federal Water Pollution Control Act ([33 U.S.C. 1251et seq.](#)).
2. Ensure that no portion of the work under this award will be performed in a facility listed on the Environmental Protection Agency (EPA) List of Violating Facilities on the date that this award was effective unless and until the EPA eliminates the name of such facility or facilities from such listings.
3. Use its best efforts to comply with clean air standards and clean water standards at the facility in which the award is being performed.
4. Insert the substance of these terms and conditions into any nonexempt subaward or contract under the award.
5. Report violations to NASA and to the EPA.

## 5.9 Travel Transportation

1. The Fly American Act, [49 U.S.C. 40118](#), requires the recipient to use U.S. flag air carriers for international air transportation of personnel and property to the extent that service by those carriers is available.
2. Department of Transportation regulations, [49 CFR part 173](#), govern recipient shipment of hazardous materials and other items.

## 5.10 Protecting and Preserving the Historic and Scientific Value of U.S. Government Lunar Artifacts

**This term and condition shall only apply to grants and cooperative agreements issued to for-profit entities.**

1. Grant and cooperative agreement recipients shall follow the recommendations outlined in the [NASA's Recommendations to Space-Faring Entities: How to protect and Preserve the Historic and Scientific Value of the U.S. Government Lunar Artifacts](#) issued by NASA on July 20, 2011, and updated on October 28, 2011.
2. Recipients shall also consult with their respective NASA Grant Officer and Technical Officer prior to following any successor recommendations, guidelines, best practices, or standards relating to the principle of due regard and the limitation of harmful interference with Apollo landing site artifacts issued by NASA.