



National Aeronautics and Space Administration

Grant & Cooperative Agreement Terms and Conditions



NASA Office of Procurement
Procurement and Grants Policy Division
Grants Policy and Compliance

Effective Date: March 21, 2025

National Aeronautics and Space Administration (NASA) Grant & Cooperative Agreement Terms and Conditions

Effective March 21, 2025, the general award terms and conditions below will be applied to all new and amended NASA grants and cooperative agreements. The special award terms and conditions and program specific terms and conditions will be incorporated into awards as applicable.

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Introduction

The purpose of this document is to outline the required terms and conditions governing NASA awards. These terms and conditions apply to all recipients of NASA awards, including primary recipients and sub-recipients. The term “award” throughout this document is inclusive of both grants and cooperative agreements.

Recipients of NASA awards must adhere to the terms and conditions associated with their specific awards. This includes compliance with federal regulations, NASA-specific requirements, and any additional requirements outlined in their award documents. Non-compliance may lead to enforcement actions as specified in [2 C.F.R. § 200.339](#) (Remedies for noncompliance) and [§200.340](#) (Termination). It is important to note that these terms and conditions do not supersede state laws, and recipients must also comply with relevant state regulations where applicable.

If NASA terms and conditions are revised, recipients will receive updated terms and conditions before the end of the award’s period of performance. When NASA revises its terms and conditions, and a recipient’s award is amended to incorporate these revisions or new terms, then the updated terms will be applicable from the date the award is amended. The revised terms and conditions will not apply to activities conducted by the recipient before the effective date of NASA’s revisions.

Chapter 1: General Award Terms and Conditions

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 specified on the NF 1687 (Notice of Award for Grant and Cooperative Agreement) 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

1.7 Incremental Funding

The amount indicated on the NF 1687 (Notice of award for Grant and Cooperative Agreement) 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 [Grant/Cooperative Agreement Administrative Supplement Request](#) 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 [Grant/Cooperative Agreement Administrative Supplement Request](#) 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)(A) 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.
 - 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.

- ii. 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 Rights 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 section 3.2 (2).
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 (2)(a)(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 (2)(a)(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 (2)(c) 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 (5)(b) 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:
 - i. 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 (5)(a) of this term and condition have been followed.
 - ii. 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 e(i) 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 (5)(a) 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 (7)(a)(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 (2)(b) 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 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.

4.3 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.

4.4 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 (1)(a) 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 (1)(a) of this section or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph (1)(a) 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 (1)(a) of this section.
 - b. NASA’s right to unilaterally terminate this award is described in paragraphs (2)(a) or (1)(b) 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 (1)(a) 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).

4.5 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.

4.6 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-I¹ 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 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.² Such reporting must be submitted by the Authorized Organizational Representative (AOR) to NASA's Office of Diversity and Equal Opportunity at hq-civilrightsinfo@mail.nasa.gov 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.³
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;⁴

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*

¹ 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.

² 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.

³ 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.

⁴ 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.

- 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*
- 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.

4.7 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).

4.8 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.

4.9 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.

4.10 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.

Chapter 2: Special Terms and Conditions

The following special terms and conditions will be incorporated into NASA grants and cooperative agreements as applicable.

1. Cross-Waiver of Liability for International Space Station Activities

This Term and Condition must be included in grants when the effort to be performed may involve Protected Space Operations, as that term is defined in the provision, relating to the International Space Station. If a grant or cooperative agreement may involve a launch other than the International Space Station, the Grant Officer also must insert the special Term and Condition entitled “Cross-Waiver of liability for Science or Space Exploration Activities unrelated to the International Space Station.”

The cross-waivers will require the recipient to extend the cross-waiver terms and conditions to their subcontractors at any tier and related entities, ensuring those subcontractors and related entities also waive all claims against any entity or person defined in the provision for damages arising out of Protected Space Operations. This cross-waiver is intended to be broadly construed, and NASA extends it to its related entities as set forth in the provision. The language in the cross waiver is required by the international agreements NASA has with its international partners for the use of the Space Station.

CROSS-WAIVER OF LIABILITY FOR INTERNATIONAL SPACE STATION ACTIVITIES

1. The Intergovernmental Agreement Among the Government of Canada, Governments of Member States of the European Space Agency, the Government of Japan, the Government of the Russian Federation, and the Government of the United States of America concerning Cooperation on the Civil International Space Station (IGA) for the International Space Station (ISS) contains a cross-waiver of liability provision to encourage participation in the exploration, exploitation, and use of outer space through the ISS. This cross-waiver of liability is to be broadly construed to achieve this objective.
2. As used in this provision, the term:
 - a. "Agreement" refers to any NASA agreement, grant, cooperative agreement, or contract that contains the cross-waiver of liability provision authorized by 14 CFR § 1266.102.
 - b. "Damage" means:
 - i. Bodily injury to, or other impairment of health of, or death of, any person;
 - ii. Damage to, loss of, or loss of use of any property;
 - iii. Loss of revenue or profits; or
 - iv. Other direct, indirect, or consequential damage.
 - c. "Launch Vehicle" means an object, or any part thereof, intended for launch, launched from Earth, or returning to Earth which carries payloads or persons, or both.

- d. "Partner State" includes each Contracting Party for which the IGA has entered into force, pursuant to Article 25 of the IGA or pursuant to any successor agreement. A Partner State includes its Cooperating Agency. It also includes any entity specified in the Memorandum of Understanding (MOU) between NASA and the Government of Japan's Cooperating Agency in the implementation of that MOU.
 - e. "Party" means a party to an Agreement involving activities in connection with the ISS, including a party that is the prime recipient under this grant/cooperative agreement.
 - f. "Payload" means all property to be flown or used on or in a Launch Vehicle or the ISS.
 - g. "Protected Space Operations" means all Launch or Transfer Vehicle activities, ISS activities, and Payload activities on Earth, in outer space, or in transit between Earth and outer space in implementation of the IGA, MOUs concluded pursuant to the IGA, implementing agreements, and contracts to perform work in support of NASA's obligations under these Agreements. It includes, but is not limited to:
 - i. Research, design, development, test, manufacture, assembly, integration, operation, or use of Launch or Transfer Vehicles, the ISS, Payloads, or instruments, as well as related support equipment and facilities and services; and
 - ii. All activities related to ground support, test, training, simulation, or guidance and control equipment and related facilities or services. "Protected Space Operations" also includes all activities related to evolution of the ISS, as provided for in Article 14 of the IGA. "Protected Space Operations" excludes activities on Earth which are conducted on return from the ISS to develop further a Payload's product or process for use other than for ISS-related activities in implementation of the IGA.
 - h. "Related Entity" means:
 - iii. A contractor, recipient or subcontractor of a Party or a Partner State at any tier;
 - iv. A user or customer of a Party or a Partner State at any tier; or
 - v. A contractor or subcontractor of a user or customer of a Party or a Partner State at any tier. The terms "recipient," "contractor," and "subcontractor" include suppliers of any kind.
 - vi. "Transfer Vehicle" means any vehicle that operates in space and transfers Payloads or persons or both between two different space objects, between two different locations on the same space object, or between a space object and the surface of a celestial body. A "Transfer Vehicle" also includes a vehicle that departs from and returns to the same location on a space object.
3. Cross-waiver of liability
- a. The Recipient agrees to a cross-waiver of liability pursuant to which it waives all claims against any of the entities or persons listed in paragraphs (3)(a)(i) through (3)(a)(iv) of this provision based on Damage arising out of Protected Space Operations. This cross-waiver shall apply only if the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations. The cross-waiver shall apply to any claims for Damage, whatever the legal basis for such claims, against:
 - i. A Party;

- ii. A Party to another Agreement that includes flight on the same Launch Vehicle;
 - iii. A Related Entity of any entity identified in paragraph (3) (a) (i) or (3) (a) (ii) of this provision; or
 - iv. The employees of any of the entities identified in paragraphs (3) (a) (i) through (3) (a) (iii) of this provision.
- b. The Recipient agrees to extend the cross-waiver of liability as set forth in paragraph (3)(a) of this provision to its own Related Entities at all tiers by requiring them, by contract or otherwise, to:
- i. Waive all claims against the entities or persons identified in paragraphs (c) (1) (i) through (3) (a) (iv) of this provision; and
 - ii. Require that their Related Entities waive all claims against the entities or persons identified in paragraphs (3) (a) (i) through (3)(a)(iv) of this provision.
- c. For avoidance of doubt, this cross-waiver of liability includes a cross-waiver of claims arising from the Convention on International Liability for Damage Caused by Space Objects, which entered into force on September 1, 1972, where the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations.
- d. Notwithstanding the other conditions of this provision, this cross-waiver of liability shall not be applicable to:
- i. Claims between a Recipient and its own Related Entities;
 - ii. Claims made by a natural person, his/her estate, survivors or subrogees (except when a subrogee is a Party to an Agreement or is otherwise bound by the terms of this cross- waiver) for bodily injury to, or other impairment of health of, or death of, such person;
 - iii. Claims for Damage caused by willful misconduct;
 - iv. Intellectual property claims; or
 - v. Claims for damages resulting from a failure of the Recipient to extend the cross-waiver of liability to its Related Entities, pursuant to paragraph (3)(b) of this provision.
- e. Nothing in this provision shall be construed to create the basis for a claim or suit where none would otherwise exist.
- f. This cross-waiver shall not be applicable when [51 U.S.C. 50101](#) et seq. is applicable.
- g. This cross-waiver shall not apply to or affect the rights and obligations arising from any other Term and Condition or provision of this grant/cooperative agreement.

2. Cross-Waiver of Liability for Science of Space Exploration Activities Unrelated to International Space Station

This Term and Condition must be included in NOFOs and award terms and conditions when the effort may involve a launch unrelated to the International Space Station. If a grant or cooperative agreement may involve the International Space Station, the Grant Officer also must insert the special Term and Condition entitled “Cross-Waiver of liability for International Space Station Activities.”

The cross-waivers will require the recipient to extend the cross-waiver terms and conditions to their subcontractors at any tier and related entities, ensuring those subcontractors and related entities also waive all claims against any entity or person defined in the provision for damages arising out of Protected Space Operations. This cross-waiver is intended to be broadly construed, and NASA extends it to its related entities as set forth in the provision. The language in the cross waiver is required by the international agreements NASA has with its international partners for the exploration of space.

CROSS-WAIVER OF LIABILITY FOR SCIENCE OR SPACE EXPLORATION ACTIVITIES UNRELATED TO THE INTERNATIONAL SPACE STATION

1. The purpose of this provision is to extend a cross-waiver of liability for activities conducted under Agreements involving Science or Space Exploration activities, unrelated to the International Space Station (ISS), but which involve a launch. This cross-waiver of liability shall be broadly construed to achieve the objective of furthering participation in space exploration, use, and investment.
1. As used in this provision, the term:
 - a. “Agreement” refers to any NASA agreement, grant, cooperative agreement, or contract that contains the cross-waiver of liability provision authorized in 14 CFR § 1266.104.
 - b. “Damage” means:
 - i. Bodily injury to, or other impairment of health of, or death of, any person;
 - ii. Damage to, loss of, or loss of use of any property;
 - iii. Loss of revenue or profits; or
 - iv. Other direct, indirect, or consequential damage;
 - c. “Launch Vehicle” means an object, or any part thereof, intended for launch, launched from Earth, or returning to Earth which carries Payloads or persons, or both.
 - d. "Party" means a party to an Agreement for Science or Space Exploration activities, unrelated to the ISS, but which involve a launch, including a party that is the prime recipient under this grant/cooperative agreement.
 - e. "Payload" means all property to be flown or used on or in a Launch Vehicle.

- f. "Protected Space Operations" means all Launch or Transfer Vehicle activities and Payload activities on Earth, in outer space, or in transit between Earth and outer space in implementation of an Agreement for Science or Space Exploration activities, unrelated to the ISS, but which involve a launch. Protected Space Operations begins at the signature of the Agreement and ends when all activities done in implementation of the Agreement are completed. It includes, but is not limited to:
 - i. Research, design, development, test, manufacture, assembly, integration, operation, or use of Launch or Transfer Vehicles, Payloads, or instruments, as well as related support equipment and facilities and services; and
 - ii. All activities related to ground support, test, training, simulation, or guidance and control equipment, and related facilities or services. "Protected Space Operations" excludes activities on Earth which are conducted on return from space to develop further a Payload's product or process other than for the activities within the scope of an Agreement.
- g. "Related entity" means:
 - i. A contractor, recipient, or subcontractor of a Party at any tier;
 - ii. A user or customer of a party at any tier; or
 - iii. A contractor or subcontractor of a user or customer of a Party at any tier. The terms "recipient," "contractor" and "subcontractor" include suppliers of any kind.

2. Cross-waiver of liability:

- a. The Recipient agrees to a waiver of liability pursuant to which it waives all claims against any of the entities or persons listed in paragraphs (2)(a)(i) through (2)(a)(iv) of this Term and Condition based on Damage arising out of Protected Space Operations. This cross-waiver shall apply only if the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations. The waiver shall apply to any claims for Damage, whatever the legal basis for such claims, against:
 - i. A Party;
 - ii. A Party to another Agreement that includes flight on the same Launch Vehicle;
 - iii. A Related Entity of any of the entities identified in (2)(a)(i) or (2)(a)(ii) of this provision; or
 - iv. The employees of any of the entities identified in (2)(a)(i) through (2)(a)(iii) of this provision.
- b. The Recipient agrees to extend the cross-waiver of liability as set forth in paragraph (2)(a) of this provision to its own Related Entities at all tiers by requiring them, by contract or otherwise, to:
 - i. Waive all claims against the entities or persons identified in paragraphs (2)(a)(i) through (2)(a)(iv) of this provision; and

- ii. Require that their Related Entities waive all claims against the entities or persons identified in paragraph (2)(a)(i) through (2)(a)(iv) of this provision.
- c. For avoidance of doubt, this cross-waiver includes a cross-waiver of claims arising from the Convention on International Liability for Damage Caused by Space Objects, which entered into force on September 1, 1972, where the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations.
- d. Notwithstanding the other conditions of this provision, this cross-waiver of liability shall not be applicable to:
 - i. Claims between the Recipient and its own Related Entities;
 - ii. Claims made by a natural person, his/her estate, survivors, or subrogees (except when a subrogee is a Party to an Agreement or is otherwise bound by the terms of this cross-waiver) for bodily injury to, or other impairment of health, or death of such person;
 - iii. Claims for Damage caused by willful misconduct;
 - iv. Intellectual property claims; or
 - v. Claims for damages resulting from failure of the Recipient to extend the cross-waiver of liability to its related entities, pursuant to paragraph (2)(b) of this provision.
- e. Nothing in this provision shall be construed to create the basis for a claim or suit where none would otherwise exist.
- f. This cross-waiver shall not be applicable when 51 U.S.C. 50101 et seq. is applicable.
- g. This cross-waiver shall not apply to or affect the rights and obligations arising from any other Term and Condition or provision of this grant/cooperative agreement.

3. Personal Identity Verification of Recipient Personnel

This provision shall be included in awards when access is needed to the NASA Center and/or NASA information systems for greater than 180 days.

PERSONAL IDENTITY VERIFICATION OF RECIPIENT PERSONNEL

1. The Recipient shall comply with Agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
2. The Recipient shall account for all forms of Government-provided identification issued to the Recipient employees in connection with performance under this contract. The Recipient shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:
 - a. When no longer needed for grant performance.

- b. Upon completion of the Recipient's employee's employment.
- c. Upon grant completion or termination.
3. The Grant Officer may delay final payment under a grant if the Recipient fails to comply with these requirements.
4. The Recipient shall insert the substance of this clause, including this paragraph (4), in all subcontracts or sub agreements when their employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the Recipient to return such identification to the issuing agency in accordance with the terms set forth in paragraph (2) of this section, unless otherwise approved in writing by the Grant Officer.

4. Buy America Preference for Infrastructure Project

This term and condition must be inserted into all awards whose activities meet the definition of "infrastructure" below.

In accordance with the [Infrastructure Investments and Jobs Act](#) (IIJA) (P.L. 117-58), recipients of a Federal financial assistance award issued under infrastructure programs are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- All iron and steel used in the project are produced in the United States - this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- All manufactured products used in the project are produced in the United States - this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- All construction materials are manufactured in the United States - this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

The following definitions apply to this term and condition:

1. Construction materials - Includes an article, material or supply - other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand and gravel; or aggregate binding agents or additives - that is or consists of primarily of: (a) non-ferrous metals; (b) plastic and polymer-based products (including polyvinylchloride, composite building materials and polymers used in fiber

optics cables); (c) glass (including optic glass; (d) lumber; or (e) drywall.

2. Domestic content procurement preference - All iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.
3. Infrastructure - Includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.
4. Project - Means the construction, alteration, maintenance, or repair of infrastructure in the United States.

5. Animal Research Policy and Procedures

The recipient shall follow the Animal Research Policy and Procedures stated in the current version as of (as of the effective date of this grant award) of the following documents:

1. NASA Policy Directive (NPD) 8910.1A - "Care and Use of Animals."
2. NASA Procedural Requirements (NPR) 8910.1A - "Care and Use of Animals."
3. 14 CFR, Part 1232 - "Care and Use of Animals in the Conduct of NASA Activities."

The recipient shall furnish, throughout the life of this grant award, copies of protocols and documents showing the approvals from the appropriate Animal Care and Use Committee (ACUC) for such protocols.

6. Human Research Policy and Procedures

The Recipient shall follow the human research policy and procedures stated in the current version (as of the effective date of this grant award) of the following documents:

1. NASA Policy Directive (NPD) 7100.8D - "Protection of Human Research Subjects."
2. NASA Procedural Requirements (NPR) 7100.1 - "Protection of Human Research Subjects."
3. 14 CFR, Part 1230 - "Protection of Human Subjects."
4. 45 CFR, Part 46 - "Protection of Human Subjects."

The Recipient shall furnish, throughout the life of this grant award, copies of protocols and documents showing the approvals from the appropriate NASA Center Institutional Review Board (IRB) for such protocols.

Chapter 3: Program Specific Terms and Conditions

Program-specific terms and conditions are designed to ensure that the objectives of the program are met effectively, and the funds are utilized as intended. NASA grants may have a unique set of requirements and obligations that are specifically tailored to meet the program's goals. These requirements may include, but are not limited to, reporting requirements, allowable costs, performance metrics, and compliance with program policies and procedures.

Program specific terms and condition will be incorporated into NASA grants and cooperative agreements where applicable. Recipients should refer to the section titled "Program Specific Terms and Conditions" in their award documents to ensure full understanding and compliance.

Appendix A: NASA Prior Approval Matrix for Research Awards

		2CFR 200 Reference	NASA Reference (Where applicable)	NASA
Prior Written Approval (prior approval)*		200.407		
Cost sharing		200.407(a)	GCAM ** Chapter 2 Section 23.0	
	Use of unrecovered indirect costs, including indirect costs on cost sharing	200.306(c)		Waived
	Use of current fair market value to determine the value of non-Federal entity contributions of services and donations of property for the purposes of cost sharing	200.306(d)(2)		Waived
	Costs of the fair market value of equipment or other capital assets and fair rental charges for land when the Federal award supports activities that require use of equipment, buildings or land.	200.306(h)(2)		Required
Program Income		200.407(b)		
	Use of program income during the period of performance (additive method).	200.307(b)(2)		Waived ¹
Revision of budget and program plans		200.407(c)		
	Change in the scope or the objective of the project or program.	200.308(f)(1)		Required
	Change in a Principal Investigator (PI) and any co-PIs identified by name or position on the project	200.308(f)(2)	GATC*** Chapter 1 Section 1.10	Required
	Disengagement from the project for more than three months, or a 25 percent reduction in time and effort devoted to the project over the course of the period of performance, by the approved	200.308(f)(3)	GATC*** Chapter 1 Section 1.10	Required
	Inclusion, unless waived, of costs that require prior approval in accordance with Subpart E -- as applicable	200.308(f)(4)		Required
	Transfer of funds budgeted for participant costs to other budget categories	200.308(f)(5)		
	Transfer of funds into the participant support cost category	200.456		Required
	Subaward activities not included in the proposal and approved in the award; this requirement does not apply to procurement transactions for goods and services.	200.308(f)(6)		Required
	Changes in the total approved cost-sharing amount	200.308(f)(7)		Required
	Need arises for additional Federal funds to complete the project.	200.308(f)(8)		Required
	Transferring funds between the construction and non-construction work under a federal award	200.308(f)(9)		Required
	A no-cost extension or extension of more than 12 months.	200.308(f)(10)	GCATC Chapter 1 Section 1.8	Required
	Incur project costs 90 calendar days before the start date of the award	200.308(g)(1)	GCAM Chapter 2 Section 21.0	Waived
	Incur project costs more than 90 calendar days before the start date of the award	200.308(g)(1)	GCAM Chapter 2 Section 21.1	Required

		2CFR 200 Reference	NASA Reference (Where applicable)	NASA
	Initiate a one-time extension of the period of performance by up to 12 months.	200.308(g)(2)	GCATC Chapter 1 Section 1.8	Waived
	Carry-forward unobligated balances to subsequent budget periods.	200.308(g)(3)		Waived
	Transfer amounts budgeted for indirect costs to absorb increases in direct costs, or vice versa.	200.308(h)		Waived
	Restrict the transfer of funds among direct cost categories or programs, functions and activities for awards in which the Federal share of the project exceeds the simplified acquisition threshold, and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget, including cost share, as last approved by NASA	200.308(i)		Waived ^{2,3}
Fixed amount subawards		200.407(d)		
	Subawards based on fixed amounts up to \$500,000; fixed amount subawards must meet the requirements of 200.201.	200.333		Required
Compensation -- personal services, paragraph (h)		200.407(e)		
	Directly charge payments of incidental activities for which supplemental compensation is allowable under written institutional policy (at a rate not to exceed institutional base salary).	200.430(i)(1)(ii)		Waived
	Faculty salary in excess of institutional base salary	200.430(i)(2)		Required
	Intra-IHE faculty consulting on an award that exceeds a faculty member's base salary.	200.430(i)(3)		Waived
Compensation -- fringe benefits		200.407(f)		
	Severance payments to foreign nationals employed by the recipient or subrecipient outside the US that exceed the amounts customary in the US.	200.431(i)(4)		Required
	Severance payments to foreign nationals employed by the recipient or subrecipient outside the US due to termination of the foreign national as a result of the closing of, or curtailment of activities by, the recipient and subrecipient in that country.	200.431(i)(5)		Required
Equipment and other capital expenditures		200.407(g)	GCAM Chapter 1 Section 10.9	
	Transfer of title to NASA or to a third party designated/approved by NASA	200.311(d)(3)		Required
	Encumber equipment acquired with Federal funds	200.313(c)(1)		Required
	Direct charge capital expenditures for general purpose equipment.	200.439(b)(1)		Waived ^{2,4}
	Direct charge capital expenditures for buildings and land use.	200.439(b)(1)		Required
	Direct charge capital expenditures for special purpose equipment over \$10,000	200.439(b)(2)		Waived ^{2,4}
	Capital expenditures for improvements to land, buildings, or equipment that materially increase their value or useful life.	200.439(b)(3)		Required
Exchange rates		200.407(m)		
	Exchange rate fluctuations that result in the need for additional Federal funding, or a reduction in the scope of the project.	200.440(a)		Required
Fines, penalties, damages and other settlements		200.407(i)		
	Costs resulting from recipient or subrecipient violations of, alleged violations of, or failure to comply with, Federal, State, local, Tribal, or foreign laws and regulations.	200.441		Required

		2CFR 200 Reference	NASA Reference (Where applicable)	NASA
Fund raising and investment management costs		200.407(j)		
	Fund raising costs for the purposes of meeting the Federal program objectives.	200.442(a)		Required
Goods or services for personal use		200.407(k)		
	Housing costs (e.g., depreciation, maintenance, utilities, furnishings, rent, housing allowances and personal living expenses).	200.445(b)		Required
Insurance and indemnification		200.407(q)		
	Costs of insurance or of contributions to any reserve covering the risk of loss of, or damage to, Federal Government property.	200.447(b)(2)		Required
Organization costs		200.407(m)		
	Costs such as incorporation fees, brokers' fees, fees to promoters, organizers or management consultants, attorneys, accountants, or investment counselors, whether or not employees of the recipient or subrecipient in connection with the establishment or reorganization of an organization.	200.455		Required
Rearrangement and reconversion costs		200.407(o)		
	Direct charge special arrangements and alterations costs incurred specifically for an award.	200.462(a)		Required
Travel costs		200.407(p)		
	Inclusion of travel costs for officials covered by 200.444	200.475(a)		Required
	Travel costs for dependents for travel of duration of six months or more.	200.475(c)(2)		Required
*	Any of the authorities may be over-ridden by a special term or condition of award.			
**	NASA Grant and Cooperative Agreement Manual (GCAM)			
***	NASA Grant & Cooperative Agreement Terms and Conditions (GCATC)			
1	With prior approval, may use to meet cost share requirement.			
2	Waived unless results in a change of scope.			
3	Waived unless total cost share amount is reduced from what was approved in budget.			
4	Waived if the cost of equipment is appropriately prorated among the activities to be benefitted.			

Appendix B: National Policy Requirements for Recipients of NASA Awards

This listing of statutory/regulatory/and executive requirements is provided for information purposes only and may not reflect all requirements that are applicable to a specific award.			
Statutory/Regulatory/and Executive Based Requirements	Type of Award	Type of Recipient	Specific Situation
a) Nondiscrimination			
By signing or accepting funds under the agreement, the recipient agrees that it will comply with applicable provisions of the following, national policies prohibiting discrimination:			
a. On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by: 14 CFR Part 1250	Grants, cooperative agreements, and other financial assistance	All	All
b. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.). 14 CFR Part 1253	Grants, cooperative agreements, and other financial assistance included at 20 U.S.C. 1682.	Educational institution [for sex discrimination, excepts all Institution controlled by religious organization, when inconsistent with the organization's religious tenets].	All educational program or activity receiving Federal financial assistance.
c. On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90. 14 CFR Part 1252	Grants, cooperative agreements, and other awards defined at 45 CFR 90.4 as "Federal financial assistance."	All	All
d. On the basis of handicap, in: 1. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR Part 41 and 14 CFR Part 1251	Grants, cooperative agreements, and other awards included in "Federal financial assistance"	All	All
2. The Architectural Barriers Act of 1968 (42 U.S.C. 4151, et seq.).	Grant or loan	All	Construction or alteration of buildings or facilities, except those restricted to use only by able-bodied uniformed personnel.
3. Americans with Disabilities Act 42 USC 12101 et. seq	All	All	

This listing of statutory/regulatory/and executive requirements is provided for information purposes only and may not reflect all requirements that are applicable to a specific award.

Statutory/Regulatory/and Executive Based Requirements	Type of Award	Type of Recipient	Specific Situation
f. On the basis of religion, in Executive Order 13798 and the Attorney General's Memorandum of October 6, 2017, as implemented at 2 CFR 200.300.	All	All	All
b) Live Organisms			
By signing or accepting funds under the agreement, the recipient assures that it will comply with applicable provisions of the following national policies concerning live organisms:			
1. For human subjects:			
a. For human subjects, the Common Federal Policy for the Protection of Human Subjects. Codified by the: 14 CFR Part 1230	All	All	Research, development, test, or evaluation involving live human subjects, with some exceptions [see agency implementations for exemptions.
b. Human Stem Cell Research In accordance with the President's Executive Order 13505 of March 9, 2009, and July 30, 2009 Memorandum for the Heads of Executive Departments and Agencies. See NIH Guidelines for Human Stem Cell Research, July 7, 2009. Other regulations that may apply: HHS Human Subjects Protection Regulation, 45 CFR Pt 46 FDA Regulations governing INDs or IDEs (Title 21 CFR Parts 312 or 812) FDA IRB & informed consent regulations (Title 21 CFR Parts 50 & 56) Research on Transplantation of Fetal Tissue (PHS Act 489A)	As applicable	All	Research involving Human Stem Cells
c. P.L. 104-191 Health Insurance Portability and Accountability Act (HIPAA) 45 CFR Part 160 and Subparts A and E of Part 164 Subpart C to be effective 4/20/2005 (Security)	As applicable	Covered Entities	As applicable
2. For animals:			
a. Rules on animal acquisition, transport, care, handling, and use in: (i) 9 CFR Parts 1-4, Department of Agriculture rules that implement the Laboratory Animal Welfare Act of 1966 (7 US+A160C. 2131-2156). Public Health Service Agencies must follow requirements in the PHS Policy on Humane Care and Use of Laboratory Animals, which implements PL 99-158, Sec. 495. NASA requirements for animal welfare are set forth at 14 CFR Part 1232 EPA at 40 CFR Part 40. For USDA/CSREES, "In the case of domestic farm animals	All	All	Research, experimentation, or testing involving the use of animals USDA regulations exempt birds, most rats and mice bred for research, and farm animals used for agricultural research.

This listing of statutory/regulatory/and executive requirements is provided for information purposes only and may not reflect all requirements that are applicable to a specific award.

Statutory/Regulatory/and Executive Based Requirements	Type of Award	Type of Recipient	Specific Situation
housed under farm conditions, the institution should adhere to the principles stated in the Guide for the Care and Use of Agricultural Animals in Agriculture and Teaching, Federation of Animal Science Societies, 1999."			
b. Rules of the Departments of Interior (50 CFR Parts 10-24) and Commerce (50 CFR Parts 217-227) implementing laws and conventions on the taking, possession, transport, purchase, sale, export, or import of wildlife and plants, including the: Endangered Species Act of 1973 (16 U.S.C. 1531-1543); Marine Mammal Protection Act (16 U.S.C. 1361-1384); Lacey Act (18 U.S.C. 42); and Convention on International Trade in Endangered Species of Wild Fauna and Flora.	All	All	Activities which may involve or impact wildlife and plants.
c) Environmental Standards			
By signing the agreement or accepting funds under this agreement, the recipient assures that it will comply with the following requirements:			
1. Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401, et. Seq.) and Clean Water Act (33 U.S.C. 1251, et. seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 Comp., p. 799]	All	All	All, for Clean Air Act, Clean Water Act, and Executive Order 11738.
2. Identify to NASA all impact this award may have on:			
a. The quality of the human environment and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et. seq.) and to prepare Environmental Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process. 14 CFR 1216	All	All	All actions that may affect the environment

This listing of statutory/regulatory/and executive requirements is provided for information purposes only and may not reflect all requirements that are applicable to a specific award.

Statutory/Regulatory/and Executive Based Requirements	Type of Award	Type of Recipient	Specific Situation
b. Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et. seq.), which require flood insurance, when available, for Federally assisted construction or acquisition in flood-prone areas.	All	All	Awards involving construction, land acquisition or development, with some exceptions [see 42 U.S.C. 4001, et. seq.].
c. Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501, et. seq.), concerning preservation of barrier resources.	Grants, cooperative agreements, and other “financial assistance” (see 42 U.S.C. 4003).	All	Awards that may affect barriers along the Atlantic and Gulf coasts and Great Lakes’ shores
d. All existing or proposed component of the National Wild and Scenic Rivers system and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271, et seq.).	Grants, cooperative agreements, and other “financial assistance” (see 16 U.S.C. 3502).	All	Awards that may affect existing or proposed element of National Wild and Scenic Rivers system.
e. Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C. 300h-3).	All	All	Construction in All areas with aquifer that the EPA finds would create public health hazard, if contaminated.
3. Resource Conservation and Recovery Act 42 USC 6901	All	Awards to states or a political subdivision of a state (which for this purpose includes state and local institutions of higher education or hospitals)	
4. Procurement of items made with recovered materials pursuant to section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, and Executive Order 12873.	All	Awards to states or a political subdivision of a state (which for this purpose includes state and local institutions of higher education or hospitals)	Purchase of items designated within the regulations at 40 CFR 247 using federal funds.
d) Health and Safety Guidelines			
By signing the agreement or accepting funds under this agreement, the recipient assures it will comply with the following requirements:			
1. Applicable OSHA Standards in Laboratories	All	All	Research involving use of hazardous chemicals or bloodborne pathogens
2. Handling and transport of etiologic agents	All	All	Research involving etiologic agents

This listing of statutory/regulatory/and executive requirements is provided for information purposes only and may not reflect all requirements that are applicable to a specific award.			
Statutory/Regulatory/and Executive Based Requirements	Type of Award	Type of Recipient	Specific Situation
3. Biosafety standards in microbiological and biomedical laboratories	All	All	Microbiological and biomedical research
4. Controlled Substances	All	All	Research involving controlled substances
5. Disposal of high-level radioactive waste and spent nuclear fuel. Note however, that some States are exempt if they have established separate requirements.	All	All	Research involving radioactive waste and spent nuclear fuel
6. Hotel and Motel Fire Safety Act of 1990 - P.L. 101-39	Conference or meeting support	All	
7. Labor Standards under Federally Assisted Construction: Construction Work Hours and Safety Standards Act	All	All	
8. Text Messaging While Driving - EO 13513	All	All	When performing work for or on behalf of government
9. Increasing Seat Belt Use in the United States Executive Order 13043, Increasing Seat Belt Use in the United States, dated, April 16, 1997	Grants and Cooperative Agreements	All	
10. Dual Use Research of Concern	All	All	https://www.phe.gov/s3/dualuse/Documents/us-policy-durc-032812.pdf
e) National Security Guidelines			
By signing the agreement or accepting funds under this agreement, the recipient assures it will comply with the following requirements:			

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Statutory/Regulatory/and Executive Based Requirements	Type of Award	Type of Recipient	Specific Situation
<p>1. Executive Order 13224, Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism, dated September 23, 2001. Executive Order 13224 gives the U.S. government a powerful tool to impede terrorist funding and is part of our national commitment to lead the international effort to bring a halt to the evil of terrorist activity. President Bush issued Executive Order 13224 pursuant to the authorities of the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.)(IEEPA), the National Emergencies Act (50 U.S.C. 1601 et seq.), section 5 of the United Nations Participation Act of 1945, as amended (22 U.S.C. 287c)(UNPA), and section 301 of title 3, United States Code.</p>	All		<p>In general terms, the Order provides a means by which to disrupt the financial support network for terrorists and terrorist organizations by authorizing the U.S. government to designate and block the assets of foreign individuals and entities that commit, or pose a significant risk of committing, acts of terrorism. In addition, because of the pervasiveness and expansiveness of the financial foundations of foreign terrorists, the Order authorizes the U.S. government to block the assets of individuals and entities that provide support, services, or assistance to, or otherwise associate with, terrorists and terrorist organizations designated under the Order, as well as their subsidiaries, front organizations, agents, and associates.</p>
<p>2. Select Agents and Toxins 42 CFR Pt 73 See also 15 CFR Chapter 7 for Export Administration Regulations (EAR) https://www.bis.gov/regulations and 49 CFR Pts 171 – 180 for transportation requirements</p>	As applicable	All	Research with or storage of Select Agents and Toxins
f) General/Miscellaneous Requirements			
By signing or accepting funds under the agreement, the recipient agrees that it will comply with the following general national policy requirements:			
1. SAM Registration - 2 CFR Part 25	All	Recipient only; does not apply to subrecipients	
2. Drug Free Workplace 2CFR Part 1882	All	All	

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Statutory/Regulatory/and Executive Based Requirements	Type of Award	Type of Recipient	Specific Situation
3. DUNS number - 2 CFR Part 25	All	Recipient and 1st tier subrecipient	
4. False Claims Act Provisions			
a. Civil False Claims Act	All	All	All
b. Criminal False Claims Act 18 USC 287 and 1001	All	All	All
c. Program Fraud and Civil Remedies and False Claims Act 31 USC 3801, 45 CFR 79	All	All	All
5. Government-wide Debarment and Suspension (Non-procurement) 2 CFR Part 1880	All	All	
6. Lobbying Prohibitions 31 USC 1352, stipulates that (1) No Federal appropriated funds have been paid or will be paid, any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit the SF Form LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. 14 CFR 1271	All		
7. Research Misconduct Policies and responsibilities associated with prevention, detection, and handling of misconduct in science allegations as stipulated in agency implementing regulations: 14 CFR 1275	All	All	All

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Statutory/Regulatory/and Executive Based Requirements	Type of Award	Type of Recipient	Specific Situation
<p>8. National Historic Preservation The recipient agrees to identify to the awarding agency all property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and to provide all the help the awarding agency may need, with respect to the award. 16 USC 470f</p>	All	All	All
<p>9. Recipient Integrity and Performance Matters Reporting of Matters Related to Recipient Integrity and Performance; Appendix XII to 2CFR 200</p>	All	Recipient only. Does not apply to subrecipients	
<p>10. American Security Drone Act of 2023 Subtitle B, Title XVIII, of the National Defense Authorization Act for Fiscal Year 2024, §§ 1821-1833</p>	All	All	
<p>11. U.S. Flag Air Carriers</p>	All	All	<p>Any air transportation to, from, between, or within a country other than the U.S. of persons or property, the expense of which will be assisted by Federal funding, must be performed by or under a code-sharing arrangement with a U.S.-flag air carrier if service provided by such a carrier is available (see Comp Gen. Decision B-240956, dated September 25, 1991).</p>
<p>f) General/Miscellaneous Requirements</p>			
<p>11. Trafficking in Persons By signing or accepting funds under the agreement, the recipient agrees that it will comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as implemented by 2 CFR 175</p>	Grants and Cooperative Agreements and contracts	<p>175.15(b)I.a. applies to private entities 175.15(b)I.b. applies to other than private entities if award includes subrecipient award to a private entity 117.15(b)I.c. applies to all recipients</p>	

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Statutory/Regulatory/and Executive Based Requirements	Type of Award	Type of Recipient	Specific Situation
12. Use of United States Flag Vessels 46 CFR 381	Grants, Cooperative Agreements, Loans and Guarantee and Advance of Funds Agreements	All	
13. Patents, Trademarks and Copyrights 35 USC 202-204 and 37 CFR 401	Grants and Cooperative Agreements	Awards to non-profits and small businesses	
14. Privacy Act 5 USC 552a	All	All	
15. Pro Children Act of 1994 20 USC Sections 6081-6084. Restrictions on smoking in facilities where federally funded children's services are provided. 20 USC 7183	All	All	All awards performed in facilities where children are served.
16. Uniform Relocation Assistance and Real Property Acquisition Policies Act 42 USC 4601 and 49 CFR 24	All	All	
17. Confidentiality of Patient/Client Records 42 USC 290dd-2 and 42 USC 290ee-3	All	All	
18. Constitution Day PL 108-447	All	All	
19. Copeland Act 40 USC 3145 and 29 CFR part 3	All	All	
20. Davis Bacon Act 40 USC 3141 et.seq	All	All	
21. Earthquake Hazards Reduction Act 42 USC 7701 et seq., EO 12699	All	All	Construction awards within applicable geographic areas
22. Faith-Based and Other Neighborhood Organizations EO 13559	All	All	
24. Federal Technology Transfer Act 15 USC 63	All	All	

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Statutory/Regulatory/and Executive Based Requirements	Type of Award	Type of Recipient	Specific Situation
25. Freedom of Information Act 5 USC 552	All	All	
26. Hatch Act 5 USC 7321-7328	All	State or Local Governments	
25. Limited English Proficiency EO 13166	All	All	
27. Military Recruiting and Reserve Officer Training Access to Institutions of Higher Education 10 USC 983	All	Domestic Institutions of Higher Education	
28. Native American Graves Protection and Repatriation 25 USC 3001-3013	All	All	
29. Improving Free Inquiry, Transparency, and Accountability at Colleges and Universities (Executive Order on Campus Free Speech) EO 13864	All	Institutions of Higher Education	

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Statutory/Regulatory/and Executive Based Requirements	Type of Award	Type of Recipient	Specific Situation
<p>30. Risk review of applications and the Federal Awardee Performance and Integrity Information System (FAPIS)</p>	<p>All</p>	<p>All</p>	<p>Agencies must review and consider any information about the applicant that is in the Federal Awardee Performance and Integrity Information System (FAPIS) before making any award in excess of the simplified acquisition threshold (currently \$250,000) over the period of performance. An applicant may review and comment on any information about itself that a federal awarding agency previously entered. Agencies will consider any comments by the applicant, in addition to other information in FAPIS in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 CFR. § 200.205 Federal Awarding Agency Review of Risk Posed by Applicants.</p> <p>As required by 2 CFR 200 Appendix XII of the Uniform Guidance, non-federal entities (NFEs) are required to disclose in FAPIS any information about criminal, civil, and administrative proceedings, and/or affirm that there is no new information to provide. This applies to NFEs that receive federal awards (currently active grants,</p>

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Statutory/Regulatory/and Executive Based Requirements	Type of Award	Type of Recipient	Specific Situation
			cooperative agreements, and procurement contracts) greater than \$10,000,000 for any period of time during the period of performance of an award/project.