

CUSTOMER CONTRACT REQUIREMENTS
Hi-Rate Composite Aircraft Manufacturing (HiCAM) NASA Cooperative Agreement
CUSTOMER CONTRACT 80NSSC21M0216

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this Contract to the extent indicated below. Please note, the requirements below are developed in accordance with Buyer's prime contract and are not modified by Buyer for each Seller or statement of work. Seller will remain at all times responsible for providing to any government agency, Buyer, customer, evidence of compliance with the requirements herein or that such requirements are not applicable to the satisfaction of the requesting party.

1. FAR Clauses The following contract clauses are incorporated by reference from the Federal Acquisition Regulation to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller.

52.227-11 Patent Rights -- Ownership by the Contractor (MAY 2014). This clause applies only if this contract is for experimental, developmental, or research work and Seller is a small business firm or nonprofit organization. In this clause, "Contractor" means Contractor, references to the Government are not changed and the subcontractor's rights and obligations of the Contractor in the clause.

2. NASA FAR Supplement Clauses NASA Contracts. The following contract clauses are incorporated by reference from the National Aeronautics and Space Administration Federal Acquisition Regulation Supplement and apply to the extent indicated in all of the following clauses, "Contractor" means Seller.

1852.227-11 Patent Rights--Retention by the Contractor (Short Form) (APR 2015).

1852.227-70 New Technology - Other than a Small Business Firm or Nonprofit Organization (APR 2015). This clause only applies if this Contract is for experimental, developmental, or research work and Seller is other than a small business firm or nonprofit organization..

3. Prime Contract Special Provisions The following prime contract special provisions apply to this purchase order.

80NSSC21M0216 Special Provisions .
GRANT AND COOPERATIVE AGREEMENT MANUAL (GCAM) APPENDIX D TERMS

D1. Compliance with Title 2 of the Code of Federal Regulations, Grants and Agreements

This contract 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 Part 1800 of Title 2 of the Code of Federal Regulations. Specific terms and conditions set forth in this award document are provided to supplement and clarify, not replace, the OMB Uniform Guidance, except in circumstances where a waiver from OMB Uniform Guidance requirements has been obtained by NASA.

Unless otherwise stated below, 2 CFR 170, Reporting Subaward and Executive Compensation Information; 2 CFR 175, Award Term for Trafficking in Persons; 2 CFR 182, Government Requirement for Drug-free Workplace; and 2 CFR 183, Never Contract with the Enemy apply and are incorporated by reference.

- (a) With the exception of Subpart E and F, this award is subject to the requirements set forth in OMB Guidance on Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards at 2 CFR part 200 as adopted by NASA in Part 1800 of Title 2 of the Code of Federal Regulations. Specific terms and conditions set forth in this award document are provided to supplement and clarify, not replace, the OMB Uniform Guidance, except in circumstances where a waiver from the OMB Uniform Guidance requirements has been obtained by NASA.
- (b) 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 the OMB Uniform Guidance at Subpart E and F of 2 CFR 200.)

D2. System for Award Management and Unique Entity Identifier Requirement for System for Award Management

Reserved.

D3. Technical Publications and Reports

Reserved.

D4. Reporting Subawards and Executive Compensation

a. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless exempt as provided in paragraph b. of this award term, Seller shall report the names and total compensation of each of the Seller's five most highly compensated executives for the Seller's preceding completed fiscal year, if—
 - i. In the Seller's preceding fiscal year, the Seller received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and,
 - ii. 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>.)
2. *Where and when to report.* The Seller must report Seller executive total compensation described in paragraph a.1. of this award term:
 - i. To the Seller.
 - ii. By the end of the month following the month during which the Buyer placed the contract with Seller. For example, if a contract is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), the Seller must report any required compensation information by November 30 of that year.

b. *Exemptions*

If, in the previous tax year, the Seller had gross income, from all sources, under \$300,000, it is exempt from the requirements to report:

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

Definitions. For the purposes of this award term, the definitions at 2 CFR 170, Appendix A, Section E apply.

D5. Extensions

Reserved.

D. 6 Termination and Enforcement

Reserved.

D7. Change in Principal Investigator or Scope

Reserved.

D8. Financial Management

Reserved.

D9. Equipment and other Property

NASA permits acquisition of special purpose and general-purpose equipment specifically required for use exclusively for research activities, but Seller must submit requests for these purchases to the Buyer for any equipment in excess of \$5,000, unless Buyer has established a lower threshold.

D10. Patent Rights

The term "contract" or "Contractor" or "award" or "recipient" shall apply to Seller and Seller with Buyer, unless a "subaward" or "subcontract" or "subrecipient" is mentioned in the terms of this section, in which case those terms will apply to Seller or Seller's contract with Buyer. Any Seller communications with NASA, Federal Agency, or funding Federal Agency must be sent via the Buyer.

As stated at 2 CFR 200.315(c), Intangible Property, this award is subject to the provisions of 37 CFR 401 which requires use of the standard clause set out at 37 CFR 401.14 "Patent Rights (Business Firms and Nonprofit Organizations)" and the following:

(a) Definitions

The words "contract" or "Contractor" are used in 37 CFR 401.14. Those words shall be replaced by the words "award" or "recipient," respectively.

The term "Federal Agency," "agency," or "funding Federal agency" is used 37 CFR 401.14, the term shall be replaced by the term "NASA."

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:

"(5) The recipient may use whatever format is convenient to disclose subject invention required in subparagraph (c)(1). NASA prefers that the recipient use either the electronic or paper version of NASA Form 1679, Disclosure of Invention and New Technology (Including Software), to disclose subject inventions. Both the electronic and paper version of the NASA Form 1679 may be accessed at the electronic New Technology Reporting Web site <https://invention.nasa.gov>.

"(6) In addition to the above, the recipient shall provide the New Technology Representative, as designated under term and condition "Designation of New Technology Representative and Patent Representative" at Appendix D29 of the GCAM, the following:

- (i) 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).
- (ii) 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:
- “(iii) 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 “(I)” of 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 term and condition and in term and condition under Appendix D29 of the GCAM “Designation of New Technology Representative and Patent Representative”). 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 Appendix D29 of the GCAM “Designation of New Technology Representative and Patent Representative,” 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 shall have an irrevocable power to inspect and make copies of the patent application file, when a Federal Government employee is a co-inventor.”
- (f) NASA Inventions. NASA will use reasonable efforts to report inventions made by NASA employees as a consequence of, or which bear a direct relation to, the performance of specified NASA activities under this agreement and, upon timely request, will use reasonable efforts to grant the recipient an exclusive, or partially exclusive, revocable, royalty-bearing license, subject to the retention of a royalty-free right of the Government to practice or have practiced the invention by or on behalf of the Government.
- (g) The recipient agrees, subject to (g)(1) below, that the Government may duplicate and disclose subject invention disclosures and all other reports and papers furnished or required to be furnished pursuant to this term and condition.
- (1) 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.
- (2) In the event 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 employee 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.

D11. Rights in Data (Deviation)

Reserved.

D12. National Security

NASA prime contracts and supporting subcontracts normally do not involve classified information. However, if it is known in advance that an award involves classified information or if the work on an award is likely to develop classified information, individuals, including Sellers, Seller employees, Seller's subcontractors, 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 the Procedural Requirements (NPR) 1600.2A, NASA Classified National Security Information (CNSI). If access to classified information is not originally anticipated in the performance of an award and such information is subsequently sought or potentially developed by the Seller, or Seller's subcontractors, the Seller must notify buyer immediately, so Buyer may notify the NASA Contracting Officer who issued the award immediately, and prior to work under the NASA award proceeding that appropriate clearance requirements may be implemented.

D13. Non-Discrimination

- (a) To the extent provided by law and any applicable agency regulations, this contract 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.
- (b) Except for commercially available supplies, materials, equipment, or general support services, the Seller 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 contract.
- (c) Work on NASA awards/prime contracts/subawards/subcontracts 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. 1680*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).

D14. Clean Air and Water

Seller must:

- (a) Comply with applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. 7401*et seq.*) and of the Federal Water Pollution Control Act (33 U.S.C. 1251*et seq.*).
- (b) Ensure that no portion of the work under this contract will be performed in a facility listed on the Environmental Protection Agency (EPA) List of Violating Facilities on the date that this contract was effective unless and until the EPA eliminates the name of such facility or facilities from such listings.
- (c) Use its best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed.

- (d) Insert the substance of these terms and conditions into any nonexempt subaward, subcontract, or contract under this contract.
- (e) Report violations to NASA and to the EPA.

D15. Investigative Requirements

- (a) 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 Seller needs such access for performance of the work, the Seller shall ensure that individuals needing such access provide the personal background and biographical information requested by NASA to either Buyer or NASA directly. Individuals failing to provide the requested information may be denied such access.
- (b) 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.

D16. Travel and Transportation

- (a) The Fly American Act, 49 U.S.C. 1517, requires the Seller 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.
- (b) Department of Transportation regulations, 49 CFR 173, govern Seller shipment of hazardous materials and other items.

D18. Buy American Encouragement

As stated in Section 319 of Public Law 106-391, the NASA Authorization Act of 2000, and 2 CFR 200.322, Domestic preferences for procurement, Sellers are encouraged to purchase only American made equipment and products.

D19. 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 per 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.
4. NASA shall 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.

D20. Allocation of Risk/Liability

- (a) With respect to activities undertaken under this award, the Seller 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.

- (b) In addition, as applicable, the Seller agrees to indemnify and hold the U.S. Government, Buyer, and U.S. Government's 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. The Seller shall ensure this term and condition applies to all subrecipients, subawardees, contractors or subcontractors under this award.

D21. Export Licenses

- (a) The Seller 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 contract/award. In the absence of available license exemptions/exceptions, the Seller 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.
- (b) The Seller shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this award, including instances where 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.
- (c) The Seller shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.
- (d) The Seller shall be responsible for ensuring that the requirements of this provision apply to its subaward recipients and subcontractors.

D22. Restrictions on sale or transfer of technology to foreign firms or institutions.

- (a) The Seller agrees 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:
 - (1) Sales of products or components,
 - (2) Licenses of software or documentation related to sales of products or components, or
 - (3) Transfers to foreign subsidiaries of the recipient for purposes related to this agreement.
- (b) The Seller shall provide timely notice to the Grant Officer, via the Buyer, in writing of any proposed transfer of technology developed under this award. If the Buyer or 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, the Buyer, and the recipient shall jointly endeavor to find alternatives to the proposed transfer which obviate or mitigate potential adverse consequences of the transfer.

D28. New Technology

- (i) NASA FAR Supplement (NFS) 1852.227-70, New Technology
- (ii) FAR clause 52.227-11, as modified by the NASA FAR Supplement (NFS) 1852.227-11, "Patent Right-Retention by the Contractor (Short Form)"
- (iii) NASA FAR Supplement (NFS) 1852.227-11, Patent Right-Retention by the Contractor (Short Form)

D37. Prohibition on certain telecommunications and video surveillance services or equipment. (Nov 2020)

The term "subrecipient" refers to Seller in this article/clause.

(a) 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).

i. 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).

ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

iii. 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.

[End of Term and Condition]

ADDITIONAL TERMS**Reporting Requirements Regarding Sexual Harassment, Other Forms of Harassment, or Sexual Assault (April 2020)**

This clause/article applies to any contract Buyer places with seller that involves a co-investigator.

- (a) 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.
- (b) For purposes of this term and condition, the following definitions apply:
- (1) 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.
 - (2) 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.
 - (3) 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.
 - (4) 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.
- (c) 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 <https://missionstem.nasa.gov/term-condition-institutional-harassment-discr.html> within 10 business days from the date of the finding/determination, or the date of the placement of a PI or Co-I by the recipient on administrative leave or the imposition of an administrative action.³
- (d) 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.
- (e) Each report must include the following information:

- NASA Award Number;
- 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*
- 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:

- a. The safety and security of personnel supported by the NASA award;
- b. The overall impact to the NASA-funded activity;
- c. The continued advancement of taxpayer-funded investments in science and science education;
- d. 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.

(f) 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 the recipient's 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 recipient 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.

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.

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 200.331, 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, placement on administrative leave, or the imposition of an administrative action occurred while the PI or Co-I was carrying out award activities.

4 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. implementing regulations, the recipient shall comply with those requirements.

[End of Term and Condition]

Restrictions on Funding Activities with China

(a) Pursuant to The Department of Defense and Full-Year Appropriation Act, Public Law 112-10, Section 1340(a); The Consolidated and Further Continuing Appropriation Act of 2012, Public Law 112-55, Section 539; and future-year appropriations (hereinafter, "the Acts"), NASA is restricted from using funds appropriated in the Acts to enter into or fund any grant or cooperative agreement of any kind to participate, collaborate, or coordinate bilaterally with China or any Chinese-owned company, at the primerecipient/contractor level or at any subrecipient/subcontractor level, whether the bilateral involvement is funded or performed under a no-exchange of funds arrangement.

(b) Definition: "China or Chinese-owned Company" means the People's Republic of China, any company owned by the People's Republic of China, or any company incorporated under the laws of the People's Republic of China.

(c) The restrictions in the Acts do not apply to commercial items of supply needed to perform a grant or cooperative agreement.

(d) Subaward - The Seller shall include the substance of this provision in all subawards or subcontracts made hereunder.

[End of Term and Condition]

Personal Identity Verification of Recipient Personnel (Dec 2014)

This is applicable to Sellers where their employees are required to have routine physical access to a Federally- controlled facility and/or routine access to a Federally-controlled information system in support of this contract.

(a) The Seller 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.

(b) The Seller shall account for all forms of Government-provided identification issued to the Seller employees in connection with performance under this contract. The Seller shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for grant performance.
- (2) Upon completion of the Seller's employee's employment.
- (3) Upon grant completion or termination.

(c) The Buyer may delay final payment under a contract if the Seller fails to comply with these requirements.

(d) The Seller shall insert the substance of this clause, including this paragraph (d), in all subcontracts or subagreements 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 Seller to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Buyer or Grant Officer.

[End of Term and Condition]

Micro-purchase Threshold (Nov 2020)

Micro-purchase Threshold. The non-Federal entity must use one of the methods of procurement as prescribed in 2 CFR 200.320, Methods of procurement to be followed. As defined in 2 CFR 200.1, Definitions, the micro-purchase threshold for acquisitions of supplies or services made under grant and cooperative agreement awards is —

- (i) \$10,000; or
- (ii) As defined by FAR 2.101 Definitions, or
- (iii) Such higher threshold as determined appropriate and in accordance with 2 CFR 200.320(a)(1)(iv) and (a)(1)(v).

[End of Provision]

2 CFR Appendix A to Part 183 - Award Terms for Never Contract With the Enemy

Prohibition on Providing Funds to the Enemy

(a) The Seller must -

- (1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this contract are provided directly or indirectly (including through subawards or contracts) to a person or entity who is active in 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 subcontract;
- (2) Terminate or void in whole or in part any subaward or subcontract or contract with a person or entity listed as prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal agency provides written approval to continue the subaward or subcontract or contract.

(b) The Seller must include the substance of this clause, including paragraph (a) of this clause, in subcontracts or subcontracts that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.

Additional Access to Seller Records

(a) In addition to any other existing examination-of-records authority, the Federal Government is authorized to examine the Seller and its subawards or subcontracts or contracts to the extent necessary to ensure that funds, including supplies and services, available under this contract are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities for awards awarded by the Department of Defense on or before Dec 19, 2017 that will be performed in the United States or the USCENTCOM theater of operations.

(b) The substance of this clause, including this paragraph (b), is required to be included in subawards or subcontracts under this contract that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.

(End of term)

SUPPLEMENTAL PROVISIONS**Supplemental Rights in Data Provision**

The term "recipient" refers to Buyer in this paragraph. The requirements of this article & Buyer both.

(a) Data Categories.

(1) General: Data exchanged between NASA, Buyer, and Seller under this contract and its related Cooperative Agreement will be exchanged without restriction as to its disclosure, use or duplication except as otherwise provided below in this provision and in accordance with D11. Rights in Data.

(2) Recipient Reserved Background Data: "Recipient Reserved Background Data" is data furnished to NASA by the recipient which falls within the definition of "Reserved Background Technology" in the Articles of Collaboration. In the event it is necessary for recipient to furnish NASA with Recipient Reserved Background Data, and such Recipient Reserved Background Data is so identified with a suitable notice or legend, the Recipient Reserved Background Data will be maintained in confidence and disclosed and used by NASA and its contractors (under suitable protective conditions at least as stringent as NASA uses to protect its own sensitive information, but no less than a reasonable standard of care) only for the purpose of carrying out NASA's responsibilities under this Cooperative Agreement and supporting subcontracts. Upon completion of activities under this Cooperative Agreement, such Recipient Reserved Background Data will be disposed of by NASA as requested by recipient, unless greater rights are granted by recipient. The use of such Recipient Reserved Background Data so identified with a suitable notice or legend, by recipient shall be governed by the provisions of the Articles of Collaboration pertaining to Background Copyrights and Reserved Background Technology.

(3) Recipient Contributed Background Data: "Recipient Contributed Background Data" is data furnished to NASA by the recipient which falls within the definition of "Contributed Background Technology" in the Articles of Collaboration. In the event it is necessary for recipient to furnish NASA with Recipient Contributed Background Data, and such Recipient Contributed Background Data is so identified with a suitable notice or legend, the Recipient Contributed Background Data will be maintained in confidence and disclosed and used by NASA and its contractors (under suitable protective conditions at least as stringent as NASA uses to protect its own sensitive information, but no less than a reasonable standard of care) only for the purpose of carrying out NASA's responsibilities under this Cooperative Agreement. Upon completion of activities under this Cooperative Agreement, such Recipient Contributed Background Data may be used and disclosed by the Government for experimental, evaluation, research and development purposes only and solely as necessary to use data or Inventions developed under this Cooperative Agreement, unless greater rights are granted by recipient. The Government may use contractors and/or cooperative agreement recipients to perform such experimental, evaluation, or research and development work. These contractors and/or cooperative agreement recipients, as well as their subcontractors and their individual employees, may be provided with Recipient Contributed Background Data submitted by the recipient under this Cooperative Agreement solely for the contractor's and/or cooperative agreement recipient's work to support the Government's experimental, evaluation, or research and development work under suitable protective conditions at least as stringent as NASA uses to protect its own sensitive information, but no less than a reasonable standard of care. The Government will not include Recipient Contributed Background Data in any solicitation for such experimental evaluation or research and development work. The use of such Recipient Contributed Background Data, so identified with a suitable notice or legend, by recipient shall be governed by the provisions of the Articles of Collaboration pertaining to Background Copyrights and Contributed Background Technology.

(4) ACC Data: ACC Data is data furnished to NASA by the recipient, developed under the Articles of Collaboration and not under this Cooperative Agreement or any other Cooperative Agreement funded for the purpose of performing ACC work. Such ACC Data, so identified with a suitable notice or legend, shall be governed by the provisions of the Articles of Collaboration pertaining to Project Technology and Project Copyrights. In the event it is necessary for recipient to furnish NASA with ACC Data, and such ACC Data is so identified with a suitable notice or legend, the ACC Data will be maintained in confidence and disclosed and used by NASA and its contractors (under suitable protective conditions at least as stringent as NASA uses to protect its own sensitive information, but no less than a reasonable standard of care) only for the purpose of carrying out NASA's responsibilities under this Cooperative Agreement. Upon completion of activities under this Cooperative Agreement, such ACC Data will be disposed of by NASA as requested by recipient, unless greater rights are granted to recipient.

(5) NASA Background Data: In the event it is necessary for NASA to furnish recipient with data which existed prior to, or was produced outside of, this Cooperative Agreement, and such data has restrictions governing its use and/or disclosure and such data is so identified with a suitable notice or legend, recipient shall use such data (under suitable protective conditions) only for the purpose of carrying out its responsibilities under this Cooperative Agreement. Upon completion of activities under this Cooperative Agreement, such data will be disposed of as requested by NASA, unless greater rights are granted by NASA.

(b) Oral and visual information: If information which the recipient considers to embody trade secrets or to comprise commercial or financial information which is privileged or confidential is disclosed orally or visually to NASA, such information must be reduced to tangible, recorded form (i.e., converted into data as defined herein), identified and marked with a suitable notice or legend, and furnished to NASA within 10 business days after such oral or visual disclosure, or NASA shall have no duty to limit or restrict, and shall not incur any liability for, any disclosure and use of such information.

(c) Disclaimer of Liability: Notwithstanding the above, NASA shall not be restricted in, nor incur any liability for, the disclosure and use of:

(1) Data not identified with a suitable notice or legend as set in paragraph (a)(2) of this section

(2) Information contained in any data for which disclosure and use is restricted under paragraphs (a)(2), (3) or (4) of this section, if such information is or becomes generally known without breach of the above, is known to or is generated by NASA independently of carrying out responsibilities under this Cooperative Agreement, is rightfully received from a third party without restriction, or is included in data which recipient has, or is required to furnish to the U.S. Government without restriction on disclosure and use.

(d) Marking of Data: Any data delivered under this Cooperative Agreement, by NASA or the recipient, shall be marked with a suitable notice or legend to indicate any restrictions on use or disclosure in accordance with D.11 Rights in Data and this Supplemental Rights in Data Provision.

(e) Lower Tier Agreements: The Seller shall include this provision, suitably modified to identify the parties, in all subcontracts or lower tier agreements, and in an appropriate legally binding instrument with Cooperative Research Team Members.

[End of Provision]

Supplemental Cooperative Agreement Provision

(a) The objectives of the Hi-Rate Composite Aircraft Manufacturing (HiCAM) project will be fulfilled, in part, through a Public-Private Partnership called the Advanced Composites Consortium (ACC). The ACC membership is governed by Articles of Collaboration which specify the rights and duties of the Consortium Members, as such term is defined in Exhibit A, Articles of Collaboration. The Articles of Collaboration also address the respective intellectual property rights of the Consortium Members. The Articles of Collaboration specify that this Cooperative Agreement shall govern the rights in all inventions and information falling within the scope of this Cooperative Agreement, i.e., that Work Activities performed under this Cooperative Agreement shall be governed by the provisions of this Cooperative Agreement. To the extent that the provisions of the Articles of Collaboration differ from the provisions of this Cooperative Agreement, the provisions of this Cooperative Agreement shall govern the respective rights of the parties for all Work Activities under this Cooperative Agreement.

(b) The purpose of this Cooperative Agreement is to conduct a shared resource project that will lead to successful implementation of the HiCAM project through the activities of the ACC. This Cooperative Agreement will support the ACC in advancing the state of the art in composites development, integration and certification. The specific objective of this Cooperative Agreement is to support select Projects of the ACC. This work will culminate in a significant increase in the production rate of large composite primary airframe structures as needed to meet future single aisle transport aircraft demand.

(c) Recipient shall include provisions, suitably modified to identify the parties, to flow down necessary provisions (including, but not limited to, D10 Patent Rights, D11 Rights in Data, Supplemental Rights in Data Provision, D28 New Technology, Supplemental Invention Rights Provision, and D22 Restrictions on Sale or Transfer of Technology to Foreign Firms or Institution) of this Cooperative Agreement in any agreements with third parties, regardless of tier, performing work under this Cooperative Agreement. [End of Provision]