

CUSTOMER CONTRACT REQUIREMENTS
NASA Cooperative Agreement
CUSTOMER CONTRACT 80NSSC22M0152

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 individual Seller or statement of work. Seller will remain at all times responsible for providing to any government agency, Buyer, or Buyer's customer, evidence of compliance with the requirements herein or that such requirements are not applicable to the extent satisfactory to the requesting party.

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

80NSSC22M0152 Special Provisions .**CFR Terms**

- Appendix A to 2 CFR Part 170: Reporting Subawards and Executive Compensation (DEC 26, 2014)
- 2 CFR 175: Trafficking in persons (DEC 26, 2014)
- 2 CFR 182: Government-wide requirements for Drug-Free Workplace (DEC 26, 2014)

NASA Grant and Cooperative Agreement Manual (GCAM) Terms*

- GCAM Appendix D1: Compliance with Title 2 of the Code of Federal Regulations, Grants and Agreements (NOV 30, 2021)
- GCAM Appendix D4: Reporting Subawards and Executive Compensation (NOV 30, 2021)
- GCAM Appendix D9: Equipment and other Property (NOV 30, 2021)
- GCAM Appendix D10: Patent Rights (NOV 30, 2021)
- GCAM Appendix D12: National Security (NOV 30, 2021)
- GCAM Appendix D13: Non-Discrimination (NOV 30, 2021)
- GCAM Appendix D14: Clean Air and Water (NOV 30, 2021)
- GCAM Appendix D16: Travel and Transportation
- GCAM Appendix D17: Safety
- GCAM Appendix D18: Buy American Encouragement
- GCAM Appendix D20: Allocation of Risk/Liability
- GCAM Appendix D21: Export Licenses
- GCAM Appendix D22: Restrictions on sale and transfer of technology to foreign firms or institutions
- GCAM Appendix D30: Equipment and Other Property under Awards with For-profit Organizations (Nov 2021)
- GCAM Appendix D36: Prohibition on certain telecommunications and video surveillance services or equipment. (Nov 2021)

**To view full text of these requirements and terms and conditions go to [grant_cooperative_agreement_manual_-_nov._2021.pdf](#) to view the NASA Grant and Cooperative Agreement Manual (GCAM).*

Other Terms

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 prime recipient level or at any subrecipient 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 comply with this provision and shall include the substance of this provision in all subawards 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]

GCAM Appendix D30 Equipment and Other Property under Awards with For-profit Organizations (Nov 2021)

(a) This award permits acquisition of special purpose equipment required for the conduct of research. Acquisition of special purpose equipment costing in excess of \$5,000 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.

(b) Seller and Seller's subcontractors/sub-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 Seller requests an exception, the Seller shall submit a written request for Buyer, for submittal to the Grant Officer for approval, prior to purchase by the Seller, stating why the Seller cannot charge the general-purpose equipment to indirect costs.

(c) Under no circumstances shall award funds be used to acquire land or any interest therein, to acquire or construct facilities (as defined in 48 CFR (FAR) 45.301), or to procure passenger carrying vehicles.

(d) The Government shall have title to equipment and other personal property acquired with Government funds. Such property shall be disposed of pursuant to FAR 45.603, Abandonment or destruction of personal property.

(e) Title to Government furnished equipment (including equipment, title to which has been transferred to the Government prior to completion of the work) will remain with the Government.

(f) The Seller shall establish and maintain property management standards for Government property and otherwise manage such property as set forth in FAR 45.5, Support Government Property Administration, and NFS 1845.5.

(g) Seller shall submit annually a NASA Form 1018, NASA Property in the Custody of Contractors, in accordance with the instructions on the form, the provisions of NFS 1845.71 and any supplemental instructions that NASA may issue for the current reporting period. 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, and another copy provided to the Buyer. 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 15. Negative reports (*i.e.* no reportable property) are 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 15. A final report is required within 30 days after the end of the period of performance.

(h) The requirements set forth in this term and condition supersedes award term and condition in D9, Equipment and Other Property.

[End of Term and Condition]

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-I 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 scientists; and
- 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, 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 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 implementing regulations, 35 C.F.R. Part 99, the recipient shall comply with those requirements.

[End of Term and Condition]