

**CUSTOMER CONTRACT REQUIREMENTS  
NASA ROSES  
CUSTOMER CONTRACT 80NSSC23K0378**

**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

**80NSSC23K0378 Special Provisions .**

**NASA Grant and Cooperative Agreement Manual (GCAM) Terms\***

*Unless otherwise specified, the terms and conditions in D1 to D22 and the requirements in 2 CFR 170, 175, 182 and 183 apply and are incorporated by reference.*

<b><u>LOCATION</u></b>	<b><u>TITLE</u></b>	<b><u>DATE</u></b>
GCAM Appendix D1	Compliance with Title 2 of the Code of Federal Regulations, Grants and Agreements	Oct. 31, 2022
GCAM Appendix D2	System for Award Management and Unique Entity Identifier	Oct. 31, 2022
GCAM Appendix D3	Technical Publications and Reports	Oct. 31, 2022
GCAM Appendix D4	Reporting Subawards and Executive Compensation	Oct. 31, 2022
GCAM Appendix D5	Extensions	Oct. 31, 2022
GCAM Appendix D6	Termination and Enforcement	Oct. 31, 2022
GCAM Appendix D7	Change in Principal Investigator or Scope	Oct. 31, 2022
GCAM Appendix D8	Financial Management	Oct. 31, 2022
GCAM Appendix D9	Equipment and other Property	Oct. 31, 2022
GCAM Appendix D10	Patent Rights	Oct. 31, 2022
GCAM Appendix D11	Rights in Data	Oct. 31, 2022
GCAM Appendix D12	National Security	Oct. 31, 2022
GCAM Appendix D13	Non-Discrimination	Oct. 31, 2022

GCAM Appendix D14	Clean Air and Water	Oct. 31, 2022
GCAM Appendix D15	Investigative Requirements	Oct. 31, 2022
GCAM Appendix D16	Travel and Transportation	Oct. 31, 2022
GCAM Appendix D17	Safety and Mishap Reporting	Oct. 31, 2022
GCAM Appendix D18	Made in America Encouragement	Oct. 31, 2022
GCAM Appendix D19	Investigation and Research Misconduct	Oct. 31, 2022
GCAM Appendix D20	Allocation of Risk/Liability	Oct. 31, 2022
GCAM Appendix D21	Export Licenses	Oct. 31, 2022
GCAM Appendix D22	Restrictions on sale or transfer of technology to foreign firms or institutions.	Oct. 31, 2022
GCAM Appendix D30	Equipment and Other Property under Awards with For-profit Organizations	Oct. 31, 2022
GCAM Appendix D34	GCAM Appendix D34. Access to Research Results	Oct. 31, 2022
GCAM Appendix D35	Restrictions on the Use of the NASA Seal, Insignia, Logotype, Program Identifiers, or Flags	Oct. 31, 2022
GCAM Appendix D36	Prohibition on certain telecommunications and video surveillance services or Equipment	Oct. 31, 2022

\*To view full text of these requirements and conditions, go to [https://www.nasa.gov/sites/default/files/atoms/files/grant\\_and\\_cooperative\\_agreement\\_manual\\_-\\_oct.\\_2022\\_0.pdf](https://www.nasa.gov/sites/default/files/atoms/files/grant_and_cooperative_agreement_manual_-_oct._2022_0.pdf)

#### **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]

**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 coinvestigator.

(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[1] 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 (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.

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[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]