

**CUSTOMER CONTRACT REQUIREMENTS**  
**ULI Adaptive Structures for Supersonic Aircraft**  
**CUSTOMER CONTRACT M1703463**

## CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this contract to the extent indicated below.

### 1. Prime Contract Special Provisions

This contract is made under a prime award under the authority of 51 U.S.C. 20113 (e) and is subject to all applicable laws and regulations of the United States in effect on the date of this award, including, but not limited to 2 CFR Part 200 and Part 1800.

Unless otherwise specified, the terms and conditions in 2 CFR 1800.900 to 1800.918 and the requirements in 2 CFR 170, 175, and 182 apply and are incorporated by reference. To view full text of these requirements and terms and conditions go to [https://prod.nais.nasa.gov/pub/pub\\_library/srba/index.html](https://prod.nais.nasa.gov/pub/pub_library/srba/index.html)

#### A. 2 CFR 1800 Requirements

##### **1800.901 Compliance With OMB Guidance on Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards**

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 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.

##### **1800.902 Technical Publications and Reports**

(a) NASA encourages the widest practicable dissemination of research results at any time during the course of the investigation.

(1) 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 NNX17AJ96A).

(2) 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."

(3) 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."

(4) For research and research-related awards, see additional reporting requirements at 1800.930 Access to Research Results.

(b) Reports shall be in the English language, informal in nature, and ordinarily not exceed three pages (not counting

bibliographies, abstracts, and lists of other media). The recipient shall submit the following reports—

- (1) A Progress Report for all but the final year of the award. Each report is due 75 days before the anniversary date of the award and shall briefly describe what was accomplished during the reporting period. A term or condition specifying more frequent reporting may be required.
- (2) A Summary of Research or Educational Activity Report is due within 100 days after the end date for the period of performance, regardless of whether or not support is continued under another award. This report shall be a comprehensive summary of significant accomplishments during the duration of the award.

(c) Progress Reports, Summaries of Research, and Educational Activity Reports shall include the following on the first page:

- (1) Title of the award.
- (2) Type of report.
- (3) Name of the principal investigator.
- (4) Period covered by the report.
- (5) Name and address of the recipient's institution.
- (6) Award number.

(d) Progress Reports, Summaries of Research, and Educational Activity Reports shall be distributed as follows:

- (1) The original report, in both hard copy and electronic format, to the Technical Officer, through Buyer.
- (2) One copy to the NASA Technical Officer and New Technology Officer with a notice to the Grant Officer, that a report was sent, through Buyer.

### **1800.908 Patent Rights**

As stated at § 200.315(c), this award is subject to the provisions of 37 CFR 401.3(a) which requires use of the standard clause set out at 37 CFR 401.14 “Patent Rights (Small 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) Seller 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, Seller shall provide the New Technology Representative, as designated under term and condition “Designation of New Technology Representative and Patent Representative” at 1800.924 of this award, 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 90 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) Seller 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.

(f) The following constitutes paragraph “(l)” of in 37 CFR 404.14—

“(l) 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 1800.924 “Designation of New Technology Representative and Patent Representative”). If any reports contain information describing a “subject invention” for which Seller 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 Seller 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 1800.924 “Designation of New Technology Representative and Patent Representative,” Seller 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 Seller 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.”

(g) 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 Buyer and Seller 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.

(h) Seller 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 Buyer and Seller 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.

### **1800.909 Rights in Data**

(a) “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.

(b) As to data first produced by recipient in carrying out Seller’s responsibilities under this award in which Seller asserts copyright, or data for which copyright ownership was acquired under the grant, Seller 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.

(c) In order that the Government may exercise its license rights in data, the Government, upon request to Seller (through

Buyer), 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.

(d) Cost Sharing and/or Matching Efforts. When Seller cost shares with the Government on the effort, the following paragraph also applies—

“(1) In the event data first produced by Seller in carrying out Seller’s responsibilities under this award is furnished to NASA, and Seller 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 §1800.909(b).”

(e) For Cooperative Agreements, the following paragraph also applies—

“(1) 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 Seller, such data will be marked with an appropriate legend and maintained in confidence for 5 years (unless a shorter period has been agreed to between the Government and Seller) 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. Seller agrees not to disclose such data to any third party without NASA's written approval (obtained through Buyer) until the aforementioned restricted period expires.”

#### **1800.910 National Security**

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) 1600.2, NASA Classified National Security Information (CNSI) w/Change 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 Seller, the NASA Grant Officer who issued the award shall be notified immediately (through Buyer), and prior to work under the award proceeding, to implement the appropriate clearance requirements.

#### **1800.911 Nondiscrimination**

(a) 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), 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, 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 award.

(c) 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. 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.), and the NASA implementing regulations (14 CFR parts 1250, 1251, 1252, and 1253).

(d) By acceptance of this contract, Seller assures is it compliant with the regulations above.

#### **1800.912 Clean Air and Water**

Seller agrees to the following:

- (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 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.
- (c) Use its best efforts to comply with clean air standards and clean water standards at the facility in which the award is being performed.
- (d) Insert the substance of these terms and conditions into any nonexempt subaward or contract under the award.
- (e) Report violations to NASA and to EPA.

#### **1800.913 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 Seller needs such access for performance of the work, Seller 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.
- (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.

#### **1800.914 Travel and Transportation**

- (a) The Fly American Act, 49 U.S.C. 1517, requires 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 recipient shipment of hazardous materials and other items.

#### **1800.915 Safety**

- (a) Seller shall act responsibly in matters of safety and shall take all reasonable safety measures in performing under this award. Seller shall comply with all applicable Federal, state, and local laws relating to safety. Seller shall maintain a record of, and will notify the NASA Grant Officer (through Buyer) immediately (within one workday) of any accident involving death, disabling injury or substantial loss of property in performing this award. Seller will immediately (within one workday) advise NASA (through Buyer) of hazards that come to its attention as a result of the work performed.
- (b) Where the work under this award involves flight hardware, the hazardous aspects, if any, of such hardware will be identified, in writing, by Seller. Compliance with this term and condition by subawardees/subcontractors shall be the responsibility of Seller.

#### **1800.916 Buy American Encouragement**

As stated in Section 319 of Public Law 106-391, the NASA Authorization Act as amended, Seller is encouraged to purchase only American-made equipment and products.

#### **1800.917 Investigation of Research Misconduct**

Seller is subject to the requirements of 14 CFR 1275, "Investigation of Research Misconduct."

#### **1800.918 Allocation of Risk/Liability**

- (a) With respect to activities undertaken under this award, Seller agrees not to make any claim against NASA or the U.S.

Government, or Buyer, 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, Seller agrees to indemnify and hold the U.S. Government, Buyer, 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 Seller from accepting indemnification, then Seller shall ensure this term and condition applies to all subrecipients, subawardees, contractors or subcontractors under this award.

#### **1800.924 Designation of New Technology Representative and Patent Representative (Oct 2015)**

(a) For purposes of administration of the term and condition entitled “New Technology,” or “Patent Rights” whichever is included, the following named representatives are hereby designated by the Grant Officer to administer such term and condition—

- New Technology Representative
- Patent Representative

(b) 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 Grants and Cooperative Agreement Manual.

#### **1800.930 Access to Research Results (Nov 2016)**

(a) This award is subject to the requirements of the, “NASA Plan: 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:

(1) Awardee: Any recipient of a NASA grant or cooperative agreement, its investigators, and subrecipient (subaward or contract as defined in 2 CFR Part 200.92 and 200.22, respectively) at any level.

(2) 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 Awardee.

(b) Seller shall:

(1) Comply with their approved Data Management Plan submitted with its proposal, and as modified upon agreement by the recipient and Buyer from time to time during the course of the period of performance.

(2) Ensure that any Final Peer-Reviewed Manuscript is submitted to the NASA-designated repository, currently the PubMed Central system at <http://www.ncbi.nlm.nih.gov/pmc/>. NASA will provide instructions for completing the submission process under separate cover. Ensure that the Final Peer-Reviewed Manuscript is submitted to PubMed Central within one year of completion of the peer-review process.

(3) Ensure that any publisher’s agreements entered into by Seller will allow for Seller to comply with these requirements including submission of Final Peer-Reviewed Manuscripts to the NASA designated repository, as listed in (b)(2), 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.

(4) Hereby represent and warrant that Seller has secured the right to submit the Final Peer-Reviewed Manuscript to the NASA-designated repository for use as set forth herein.

(5) Include in annual and final reports a list of Final Peer-Reviewed Manuscripts covered by this term and condition.

## **B. Additional Requirements**

### **1. 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 – Seller shall include the substance of this provision in all subcontracts/subawards made hereunder.

### **2. Catalog Federal Domestic Assistance (CFDA)**

The applicable Catalog of Federal Domestic Assistance (CFDA) number for this award is 43.002 -Aeronautics. Seller shall use this CFDA number for all Federal reporting, as required.

### **3. Limited Release of Seller Confidential Business Information**

(a) NASA may find it necessary to release information submitted by Seller pursuant to the provisions of this grant/cooperative agreement to individuals not employed by NASA. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of this proposal, or signature on this grant/cooperative agreement, Seller hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release Seller's CBI include, but are not limited to, the following:

(1) To other Agency contractors and subcontractors, and their employees tasked with assisting the Agency in handling and processing information and documents in the evaluation, the award or the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to NASA's technical evaluation panels;

(2) To NASA contractors and subcontractors, and their employees engaged in information systems analysis, development, operation and maintenance, including performing data processing and management functions for the Agency.

(c) Except where otherwise provided by law, NASA will permit the limited release of CBI under subparagraphs (1) or (2) only pursuant to non-disclosure agreements signed by the assisting contractor or subcontractor, and their individual employees who may require access to the CBI to perform the assisting contract.

(d) NASA's responsibilities under the Freedom of Information act are not affected by this clause.

(e) Seller agrees to include this provision, including this paragraph (e), in all subcontracts/subawards at all levels awarded

pursuant to this grant/cooperative agreement that require the furnishing of confidential business information by the subcontractor/subrecipient.

#### **4. Personal Identity Verification of Recipient Personnel (Dec 2014)**

(a) 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) Seller shall account for all forms of Government-provided identification issued to Seller employees in connection with performance under this contract. 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 Seller's employee's employment.
- (3) Upon grant completion or termination.

(c) The Grant Officer may delay final payment under a grant if Seller fails to comply with these requirements.

(d) 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 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 Grant Officer (obtained through Buyer).

#### **5. Restrictions on the Use of the NASA Seal, Insignia, Logotype, Program Identifiers, or Flags (Dec 2014)**

(a) 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.

(b) The use of these devices by Seller or subcontractors shall be governed by the requirements and restrictions set forth at 14 CFR §§ 1221.109-113. Requests for use of these devices by Seller shall be subject to the prior written approval of the NASA Grant Officer in conjunction with the NASA Headquarters, Office of Communications.

(c) The use of these devices by Seller 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.

#### **6. Appendix A to 2 CFR Part 25, Central Contractor Registration and Universal Identifier Requirements**

##### **I. System for Award Management and Universal Identifier Requirements**

##### **A. Requirement for System for Award Management**

Unless you are exempted from this requirement under [2 CFR 25.110](#), Seller must maintain the currency of Seller's information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

##### **B. Requirement for unique entity identifier**

If you are authorized to make subcontracts under this award, you:

1. Must notify potential subcontractors that no entity (see definition in paragraph C of this award term) may receive a subaward/subcontract from you unless the entity has provided its unique entity identifier to you.



2. May not make a subaward/subcontract to an entity unless the entity has provided its unique entity identifier to you.

### C. Definitions

For purposes of this award term:

1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
2. Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.
3. Entity, as it is used in this award term, means all of the following, as defined at [2 CFR part 25](#), subpart C:
  - a. A Governmental organization, which is a State, local government, or Indian Tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization; and
  - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. Subaward/Subcontract:
  - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this contract and that you as the Seller, award to an eligible subrecipient/subcontractor.
  - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see [2 CFR 200.330](#)).
  - c. A subaward/subcontract may be provided through any legal agreement, including an agreement that you consider a contract.
5. Subrecipient/subcontractor means an entity that:
  - a. Receives a subaward/subcontract from you under this award; and
  - b. Is accountable to you for the use of the Federal funds provided by the subaward/subcontract.

## 7. 2 CFR 175.15 Trafficking in Persons

### I. Trafficking in persons.

- a. Provisions applicable to a Seller that is a private entity.
  1. You as the Seller, your employees, subrecipients/subcontracts under this award, and subrecipients'/subcontractors employees may not -
    - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    - ii. Procure a commercial sex act during the period of time that the award is in effect; or
    - iii. Use forced labor in the performance of the award or subawards/subcontracts under the award.
  2. The Federal awarding agency (though Buyer) and Buyer may unilaterally terminate this award, without penalty, if you or a subrecipient/subcontractor that is a [private entity](#) -
    - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
    - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a

prohibition in paragraph a.1 of this award term through conduct that is either –

- A. Associated with performance under this award; or
- B. Imputed to you or the subrecipient/subcontractor 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 Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by the agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in [2 CFR part 180](#) (e.g., “[2 CFR part XX](#)”)].

b. Provision applicable to a recipient other than a private entity. The Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient/subcontractor that is a [private entity](#) –

- 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
- 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either -
  - i. Associated with performance under this award; or
  - ii. Imputed to the subrecipient/subcontractor 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 Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in [2 CFR part 180](#) (e.g., “[2 CFR part XX](#)”)].

c. Provisions applicable to any recipient.

1. You must inform Buyer immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. The right to terminate unilaterally that is described in paragraph a.2 or b of this section:

- i. Implements section 106(g) of the [Trafficking Victims Protection Act of 2000](#) (TVPA), as amended ([22 U.S.C. 7104\(g\)](#)), and
- ii. Is in addition to all other remedies for noncompliance that are available under this contract.

3. Seller must include the requirements of paragraph a.1 of this award term in any subaward/subcontract to a [private entity](#).

d. Definitions. For purposes of this award term:

1. “Employee” means either:

- i. An individual employed by you or a subrecipient/subcontractor who is engaged in the performance of the project or program under this award; or
- ii. Another person engaged in the performance of the project or program under this award and not compensated by you 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 or matching requirements.

2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

- i. Means any entity other than a State, [local government](#), [Indian tribe](#), or [foreign public entity](#), as those terms are defined in [2 CFR 175.25](#).
- ii. Includes:

- A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of [Indian tribe](#) at [2 CFR 175.25\(b\)](#).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended ([22 U.S.C. 7102](#)).

(c) An agency may use different letters and numbers to designate the paragraphs of the award term in [paragraph \(b\)](#) of this section, if necessary, to conform the system of paragraph designations with the one used in other terms and conditions in the agency's awards.

**8. 2 CFR 182, Government-wide requirements for Drug Free Workplace**