

CUSTOMER CONTRACT REQUIREMENTS
Efficient Alloy and Process Design for Additive Manufacturable Refractory Alloys
CUSTOMER CONTRACT M2101277

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

M2101277 GCAM & CFR TERMS .

GCAM & CFR TERMS

<u>Location</u>	<u>Title</u>	<u>Date</u>
Appendix A to 2 CFR Part 25	Universal identifier and System of Award Management (SAM).	Dec. 26, 2014
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
GCAM Appendix D1	Compliance with OMB Guidance on Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.	Aug. 1, 2019
GCAM Appendix D2	Technical publications and reports.	Aug. 1, 2019
GCAM Appendix D3	Extensions.	Aug. 1, 2019
GCAM Appendix D4	Termination and enforcement.	Aug. 1, 2019
GCAM Appendix D5	Change in principal investigator or scope.	Aug. 1, 2019
GCAM Appendix D6	Financial management.	Aug. 1, 2019
GCAM Appendix D7	Equipment and other property.	Aug. 1, 2019
GCAM Appendix D8	Patent rights.	Aug. 1, 2019
GCAM Appendix D9	Rights in data.	Aug. 1, 2019
GCAM Appendix D10	National security.	Aug. 1, 2019
GCAM Appendix D11	Nondiscrimination.	Sept. 14, 2020
GCAM Appendix D12	Clean air and water.	Aug. 1, 2019
GCAM Appendix D13	Investigative requirements.	Aug. 1, 2019

GCAM Appendix D14	Travel and transportation.	Aug. 1, 2019
GCAM Appendix D15	Safety.	Aug. 1, 2019
GCAM Appendix D16	Buy American encouragement.	Aug. 1, 2019
GCAM Appendix D17	Investigation of research misconduct.	Aug. 1, 2019
GCAM Appendix D18	Allocation of risk/liability.	Aug. 1, 2019

M2101277 ADDITIONAL TERMS .**ADDITIONAL 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/subcontracts made hereunder.

[End of Provision]

Personal Identity Verification of Recipient Personnel (Dec 2014)

This clause applies in all contracts, subcontracts or subagreements when Seller or Seller subcontractor employees are required to have routine physical access to a Federally- controlled facility and/or routine access to a Federally-controlled information system.

(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 Grant Officer or Buyer may delay final payment under a grant 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 Grant Officer or Buyer.

[End of Provision]

Micro-purchase Threshold (October 2017)

The non-Federal entity must use one of the methods of procurement as prescribed in 2 CFR 200.320 (A). As defined in 2 CFR 200.67, the micro-purchase threshold for acquisitions of supplies or services made under grant and cooperative agreement awards is -

- (i) \$10,000; or
- (ii) As set by 48 CFR Subpart 2.1 FAR or
- (iii) Such higher threshold as determined appropriate by the head of the relevant executive agency and consistent with audit findings under chapter 75 of Title 31, United States Code, internal institutional risk assessment, or State law.

[End of Provision]

GCAM Appendix D30 Access to Research Results (Aug 2019) ACCESS TO RESEARCH RESULTS

(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, Seller, (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) The recipient shall:

- (1) Comply with their approved Data Management Plan submitted with its proposal, and as modified upon agreement by the recipient and NASA from time to time during the course of the period of performance.
- (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 instructions for completing the submission process are available at <https://www.nasa.gov/open/researchaccess/pubspace>. 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 an Awardee will allow for the Awardee to comply with these requirements including submission of Final Peer-Reviewed Manuscripts to the NASA- designated repository, as listed in (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 Awardee has secured for recipient the right to submit the Final Peer-Reviewed Manuscript to the NASA-designated repository for use as set forth herein.
- (5) Include in annual and final reports a list of Final Peer-Reviewed Manuscripts covered by this term and condition.

[End of Term and Condition]

Reporting Requirements Regarding Sexual Harassment, Other Forms of Harassment, or Sexual Assault (April 9, 2020)

(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 Seller is required to report to NASA:*

(1) Any finding/determination regarding the PI or any Co-I that demonstrates a violation of the Seller'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 Seller relating to any finding/determination or an investigation of an alleged violation of the Seller'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 Seller on administrative leave or the imposition of an administrative action.³

(d) Seller agrees to insert the substance of this term and condition in any subaward/subcontract involving a co-investigator. Seller 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 Seller'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 Seller 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 Seller 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 Seller, 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 Seller 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 Seller 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

Prohibition on certain telecommunications and video surveillance services or equipment. (August

2020)

(a) Grant and cooperative agreement recipients, Seller, and subrecipients (Seller subcontractors) 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]

M2101277 SELLER CERTIFICATIONS .**Seller Certifications**

By accepting the contract, the Seller certifies, to the best of Seller's knowledge and belief, that:

Certification Regarding Lobbying

No Federal appropriated funds have been paid or will be paid, by or on behalf of the Seller, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Seller shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the Buyer and Buyer's customer (via the Buyer).

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters

By accepting this contract, the Seller certifies to the best of Seller's knowledge and belief that neither the Seller nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

Program for Enhancement of Contractor Employee Protections (41 U.S.C. 4712)

Seller is hereby notified that they are required to: inform their employees working on any Federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a Seller or subcontractor

The Seller shall require that the language of this certification be included in award documents for all subcontracts or subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sellers, subcontractors, or subawardees shall certify and disclose accordingly.