

**CUSTOMER CONTRACT REQUIREMENTS**  
**57313 - NASA ROA 2018, Amend 1, University Leadership Initiative**  
**CUSTOMER CONTRACT 097265-17594**

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

**097265-17594 Special Provisions .**

**Definitions**

- ILLINOIS – The Board of Trustees of the University of Illinois (Buyer's customer)
- NASA – National Aeronautics and Space Administration (ILLINOIS' customer, prime contract customer)
- Agency - NASA

**Data First Produced by NASA.**

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 the Buyer or 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 federal government and ILLINOIS) 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 federal government for federal 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 until the aforementioned restricted period expires.

**National Policy Assurances/Certifications**

By accepting this contract, Seller makes the following certifications and assurances to the extent required by law:

Certification Regarding Lobbying. (a) No federal appropriated funds have been paid or will be paid, by or on behalf of 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.

(b) 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, Seller shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to ILLINOIS, via the Buyer.

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

(d) 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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment and Suspension. Seller certifies to the best of its knowledge and belief that it and its principals: (a) are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) have not, within a three-year period preceding this application, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the previous paragraph of this certification; and (d) have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

National Policy Requirements. Seller has read and agrees to comply with all relevant national policy requirements set forth at <http://www.nsf.gov/bfa/dias/policy/rtc/appc.pdf>.

The information contained in the contract is true and complete to the best of Seller's knowledge.

#### **PRIME CONTRACT TERMS AND CONDITIONS**

- 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
- 1800.901, Alt. I Compliance with OMB Guidance on Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards. Oct. 13, 2015
- 1800.902 Technical publications and reports. Nov. 28, 2016
- 1800.904 Termination and enforcement. Oct. 13, 2015
- 1800.905 Change in principal investigator or scope. Oct. 13, 2015
- 1800.909 Rights in data. Oct. 13, 2015
- 1800.910 National security. Oct. 13, 2015
- 1800.911 Nondiscrimination. Oct. 13, 2015
- 1800.912 Clean air and water. Oct. 13, 2015
- 1800.913 Investigative requirements. Oct. 13, 2015
- 1800.914 Travel and transportation. Oct. 13, 2015
- 1800.915 Safety. Oct. 13, 2015
- 1800.916 Buy American encouragement. Oct. 13, 2015
- 1800.917 Investigation of research misconduct. Oct. 13, 2015
- 1800.918 Allocation of risk/liability. Oct. 13, 2015

Unless otherwise specified, the terms and conditions in 2 CFR 1800.901 to 1800.902, 2 CFR 1800.904 to 1800.905, 2 CFR 1800.909 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)

#### **Restrictions on Funding Activities with China (applicable to Seller and Seller subcontracts)**

(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) Subcontracts - The recipient shall include the substance of this provision in all subcontracts made hereunder.

[End of Provision]

#### **Limited Release of Recipient Confidential Business Information**

(a) NASA may find it necessary to release information submitted by the Seller pursuant to the provisions of the prime 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, the Seller hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the 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) The Seller agrees to include this provision, including this paragraph (e), in all subcontracts/subawards at all levels awarded pursuant to the contract that require the furnishing of confidential business information by the subcontractor/subrecipient.

[End of Provision]

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

(a) The Recipient 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 and/or Grant Officer may delay final payment 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 and/or Grant Officer.

[End of Provision]

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

## 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 (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 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 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]