

**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-P00015 80NSSC22M0152 – Special Provisions (P00015) .**

**Definitions**

Except where specifically defined otherwise, the definitions below apply:

- Recipient refers to Buyer
- Award refers to Buyer's customer contract award
- Subrecipient refers to Seller
- Subaward refers to Buyer's contract with Seller

Sellers/Subrecipients are required to support Buyer/Recipient in fulfillment of its obligations to Buyer's customer as defined in the terms below.

**Chapter 1: General Award Terms and Conditions**

**CFRs incorporated by reference:**

- 2 CFR part 170, Reporting Subaward and Executive Compensation Information;
- 2 CFR part 175, Award Term for Trafficking in Persons;
- 2 CFR part 182, Government Requirements for Drug-free Workplace;
- 2 CFR part 183, Never Contract with the Enemy,
- 2 CFR part 1880, Nonprocurement Debarment and Suspension; and
- 2 CFR part 1882, Requirements for Drug-free Workplace (Financial Assistance;
- 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards as adopted by NASA in 2 CFR part 1800. (Specific terms and conditions set forth in this contract are provided to supplement and clarify, not replace, the Office of Management and Budget (OMB) Uniform Guidance, except in circumstances where a waiver from the OMB Uniform Guidance requirements has been obtained by NASA.)
- In lieu of Subparts E and F of 2 CFR part 200, the expenditure of Government funds by the Seller and the allowability of costs recognized as a resource contribution by the Seller shall be governed by the FAR cost principles implemented by the FAR at FAR part 30, Cost Accounting Standards Administration, and FAR part 31, Contract Cost Principles and Procedures. (If the Seller is a consortium which includes non- commercial firm members, cost allowability for those members will be determined by 2 CFR 200, Subpart E and F.)

**1.2 Requirement for Unique Entity Identifier Definitions**

For the purposes of this award term:

1. System for Award Management (SAM.gov) means the Federal repository into which a recipient

must provide the information required for the conduct of business as a recipient. Additional information about registration procedures may be found in SAM.gov (currently at <https://www.sam.gov>).

2. Unique Entity Identifier means the universal identifier assigned by SAM.gov to uniquely identify an entity.
3. Entity is defined at 2 CFR 25.400 and includes all of the following,
  - a. Non-Federal entity
  - b. Foreign organization
  - c. Foreign public entity
  - d. Domestic for-profit organization; and
  - e. Federal agency
4. Subaward has the meaning set forth in 2 CFR § 200.1.
5. Subrecipient has the meaning set forth in 2 CFR § 200.1.

If the Seller is authorized to make subawards under this contract, the Seller must:

- a. Notify potential subrecipients that no entity (see definitions above) may receive a subaward from the Seller until the entity has provided its Unique Entity Identifier (UEI) to the Seller, which the Seller will provide to the Buyer.
- b. Ensure that no subaward is made to an entity unless the entity has provided its UEI to the Seller. Seller subrecipients are not required to complete full registration in SAM.gov to obtain a UEI.

## **2.8 Made in America Encouragement**

As stated in 2 CFR § 200.322, domestic preferences for procurement, Seller should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

## **Section 3. Intellectual Property and Data Rights**

### **3.1 Patent Rights (Applicable to Non-Profits and Small Business Firms ONLY)**

As stated at 2 CFR § 200.315(c), Intangible Property, this award is subject to the provisions of 37 CFR part 401 which requires use of the standard clause set forth at 37 CFR § 401.14 "Patent Rights (Small Business Firms and Nonprofit Organizations)" and the following:

a. Definitions:

- i. The words "contract" or "Contractor" are used in 37 CFR § 401.14. Those words shall be replaced by the words "award" or "recipient," respectively.
- ii. The term "Federal Agency," "agency," or "funding Federal agency" is used 37 CFR § 401.14, the term shall be replaced by the term "NASA."
- iii. 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:

- i. "The recipient may use any format that is convenient to disclose a subject invention required in subparagraph (c)(1). However, NASA prefers that the recipient use either the electronic or paper version of NASA Form 1679, Disclosure of Invention and New Technology (Including Software), for this purpose. Both the electronic and pdf version of the Form can be accessed on the New Technology Reporting website <https://invention.nasa.gov>. Note: Recipients must obtain NASA credentials to access the site and download the form.

A. "In addition to the above, the recipient shall provide the New Technology Representative, as designated under section 3.4, Designation of New Technology Representative and Patent Representative, of these terms and conditions, the following: 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).

B. 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 120 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:

i. "The recipient 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.

e. The following constitutes paragraph "(l)" in 37 CFR § 404.14.

i. "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 section 3.4, Designation of New Technology Representative and Patent Representative, of this term and condition). If any reports contain information describing a "subject invention" for which the recipient 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 the recipient 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 section 3.4, Designation of New Technology Representative and Patent Representative, of these terms and conditions, the recipient 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 the recipient has applied for patents. Additionally, the NASA will have an irrevocable power to inspect and make copies of the patent application file, when a Federal Government employee is a co-inventor."

f. 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 the recipient 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.

g. The recipient 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.

A. 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.

B. If 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 employees' 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 the recipient 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.

### 3.2 Right in Data (Deviation)

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. Copyright

i. In the event data is exchanged with a notice indicating the data is protected under copyright as a published copyrighted work, or are deposited for registration as a published work in the U.S. Copyright Office, the following paid-up licenses shall apply:

A. If it is indicated on the data that the data existed prior to, or was produced outside of, this Cooperative Agreement, the receiving party and others acting on its behalf may reproduce, distribute, and prepare derivative works for the purpose of carrying out the receiving party's responsibilities under this Cooperative Agreement, unless greater rights are granted by the providing party; and

B. If it is indicated on the data that the Data was produced under the Articles of Collaboration, outside of this Cooperative Agreement, the licenses specified in Paragraph 10.3(c) of the Articles of Collaboration shall apply to such data for all Cooperative Research Team Members; and

C. If the furnished Data does not contain the indication of paragraph (b)(1)(A) or (B) of this section, it will be assumed that the Data was first produced under this Cooperative Agreement, and the receiving party and others acting on its behalf, shall be granted a paid up, nonexclusive, irrevocable, world-wide license for all such data to reproduce, distribute copies to the public, prepare derivative works, and perform publicly and display publicly, by or on behalf of the receiving party. For data that is computer software, the right to distribute shall be limited to potential users in the United States.

ii. When claim is made to copyright a work created under a Cooperative Agreement, the recipient shall affix the applicable copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship to the data when and if the data are delivered to the Government.

c. In order that the Government may exercise its license rights in data, the Government, upon request to the recipient, 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. Delivery shall be made within a time period specified by NASA.

d. Cost Sharing and/or Matching Efforts. When the recipient cost shares with the Government on the effort, the following paragraph also applies -

i. Data first produced by Recipient: In the event data first produced by the recipient in carrying out recipient's responsibilities under this Cooperative Agreement is furnished to NASA, and recipient 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 for a period of up to five years after development of such data and disclosed and used by NASA and its contractors (under suitable protective conditions at least as stringent as NASA uses to protect its own sensitive information, but no less than a reasonable standard of care) only for experimental, evaluation, research and development purposes unless greater rights are granted by recipient, and thereafter may be used and disclosed by the Government and others acting on the Government's behalf for Government purposes (including experimental, evaluation, research and development purposes, but not including commercial purposes) only unless greater rights are granted by recipient. Recipient agrees not to disclose such data to any third party, other than to Cooperative Research Team Members for internal use only, without NASA's written approval until the aforementioned restricted period expires.

e. For Cooperative Agreements, the following paragraph also applies -

i. Data first produced by NASA: As to data first produced by NASA in carrying out NASA's responsibilities under this Cooperative Agreement and which data would embody trade secrets or would comprise commercial or financial information that is privileged or confidential if it had been obtained from the recipient, 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 recipient) after development of such

data, 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 (including experimental, evaluation, research and development purposes) only, and thereafter for any purpose whatsoever without restriction on disclosure and use. Recipient agrees not to disclose such data to any third party, other than to Cooperative Research Team Members for internal use only, without NASA's written approval until the aforementioned restricted period expires.

### **3.3 New Technology (Applicable to Commercial Firms That Are Not Small Businesses)**

#### **a. Definitions:**

- i. Administrator, as used in this term and condition, means the Administrator of the National Aeronautics and Space Administration (NASA) or duly authorized representative.
- ii. 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.
- iii. Made, as used in this term and condition, means conception or first actual reduction to practice; provided, that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of performance.
- iv. Nonprofit organization, as used in this term and condition, means a domestic university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)), or any domestic nonprofit scientific or educational organization qualified under a State nonprofit organization statute.
- v. Practical application, as used in this term and condition, means to manufacture, in the case of a composition or product; to practice, in the case of a process or method; or to operate, in case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.
- vi. Reportable item, as used in this term and condition, means any invention, discovery, improvement, or innovation of the awardee, whether patentable or otherwise protectable under Title 35 of the United States Code, made in the performance of any work under any NASA award or in the performance of any work that is reimbursable under any term and condition in any NASA award providing for reimbursement of costs incurred before the effective date of the award. Reportable items include, but are not limited to, new processes, machines, manufactures, and compositions of matter, and improvements to, or new applications of, existing processes, machines, manufactures, and compositions of matter. Reportable items also include new computer programs, and improvements to, or new applications of, existing computer programs, whether copyrightable or otherwise protectable under Title 17 of the United States Code.
- vii. Small business firm, as used in this term and condition, means a domestic small business concern as defined at 15 U.S.C. 632 and implementing regulations (see 13 CFR § 121.401 et seq.) of the Administrator of the Small Business Administration.
- viii. Subject invention, as used in this term and condition, means any reportable item which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).

#### **b. Allocation of principal rights.**

##### **i. Presumption of title.**

A. Any reportable item that the Administrator considers to be a subject invention shall be presumed to have been made in the manner specified in paragraph (A) or (B) of section 20135(b)(1) of the National Aeronautics and Space Act of 1958 (51 U.S.C. 20135) (hereinafter called "the Act"), and that presumption shall be conclusive unless at the time of reporting the reportable item the recipient submits to the Grant Officer a written statement, containing supporting details, demonstrating that the reportable item was not made in the manner specified in paragraph (A) or (B) of section

20135(b)(1) of the Act.

B. Regardless of whether title to a given subject invention would otherwise be subject to an advance waiver or is the subject of a petition for waiver, the recipient may nevertheless file the statement described in paragraph (b)(1)(i) of this term and condition. The Administrator will review the information furnished by the recipient in any such statement and any other available information relating to the circumstances surrounding the making of the subject invention and will notify the recipient whether the Administrator has determined that the subject invention was made in the manner specified in paragraph (A) or (B) of section 20135(b)(1) of the Act.

ii. Property rights in subject inventions. Each subject invention for which the presumption of paragraph (b)(1)(i) of this term and condition is conclusive or for which there has been a determination that it was made in the manner specified in paragraph (A) or (B) of section 20135(b)(1) of the Act shall be the exclusive property of the United States as represented by NASA unless the Administrator waives all or any part of the rights of the United States, as provided in paragraph (b)(3) of this term and condition.

iii. Waiver of rights.

A. Section 20135(g) of the Act provides for the promulgation of regulations by which the Administrator may waive the rights of the United States with respect to any invention or class of inventions made or that may be made under conditions specified in paragraph (A) or (B) of section 20135(b)(1) of the Act.

B. As provided in 14 CFR part 1245, subpart 1, recipients may petition, either prior to execution of the award or within 30 days after execution of the award, for advance waiver of rights to any or all of the inventions that may be made under an award. If such a petition is not submitted, or if after submission it is denied, the recipient (or an employee inventor of the recipient) may petition for waiver of rights to an identified subject invention within eight months of first disclosure of the invention in accordance with paragraph (e)(2) of this term and condition, or within such longer period as may be authorized in accordance with 14 CFR § 1245.105.

c. Minimum rights reserved by the Government.

i. With respect to each subject invention for which a waiver of rights is applicable in accordance with 14 CFR part 1245, subpart 1, the Government reserves –

A. An irrevocable, nonexclusive, nontransferable, royalty-free license for the practice of such invention throughout the world by or on behalf of the United States or any foreign government in accordance with any treaty or agreement with the United States; and

ii. Such other rights as stated in 14 CFR § 1245.107.

A. Nothing contained in this paragraph (c) shall be considered to grant to the Government any rights with respect to any invention other than a subject invention.

d. Minimum rights to the Recipient.

i. The recipient is hereby granted a revocable, nonexclusive, royalty-free license in each patent application filed in any country on a subject invention and any resulting patent in which the Government acquires title, unless the recipient fails to disclose the subject invention within the times specified in paragraph (e)(2) of this term and condition. The recipient's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the recipient is a party and includes the right to grant sublicenses of the same scope to the extent the recipient was legally obligated to do so at the time the award was issued. The license is transferable only with the approval of the Administrator except when transferred to the successor of that part of the recipient's business to which the invention pertains.

ii. The recipient's domestic license may be revoked or modified by the Administrator to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with 37 CFR part 404, Licensing of Government Owned Inventions. This license will not be revoked in that field of use or the geographical areas in which the recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked

or modified at the discretion of the Administrator to the extent the recipient, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

iii. Before revocation or modification of the license, the recipient will be provided a written notice of the Administrator's intention to revoke or modify the license, and the recipient will be allowed 30 days (or such other time as may be authorized by the Administrator for good cause shown by the recipient) after the notice to show cause why the license should not be revoked or modified. The recipient has the right to appeal to the Administrator any decision concerning the revocation or modification of its license.

e. Invention identification, disclosures, and reports.

i. The recipient shall establish and maintain active and effective procedures to assure that reportable items are promptly identified and disclosed to recipient personnel responsible for the administration of this New Technology term and condition within six months of conception and/or first actual reduction to practice, whichever occurs first in the performance of work under this award. These procedures shall include the maintenance of laboratory notebooks or equivalent records and other records as are reasonably necessary to document the conception and/or the first actual reduction to practice of the reportable items, and records that show that the procedures for identifying and disclosing reportable items are followed. Upon request, the recipient shall furnish the Grant Officer a description of such procedures for evaluation and for determination as to their effectiveness.

ii. The recipient will disclose each reportable item to the New Technology Representative, with notice to the Grant Officer, within two months after the inventor discloses it in writing to recipient personnel responsible for the administration of this New Technology term and condition or, if earlier, within six months after the recipient becomes aware that a reportable item has been made, but in any event for subject inventions before any on sale, public use, or publication of such invention known to the recipient. The disclosure to the Agency shall be in the form of a written report and shall identify the award under which the reportable item was made and the inventor(s) or innovator(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and physical, chemical, biological, or electrical characteristics of the reportable item. The disclosure shall also identify any publication, on sale, or public use of any subject invention and whether a manuscript describing such invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the Agency, the recipient will promptly notify the Agency of the acceptance of any manuscript describing a subject invention for publication or of any on sale or public use planned by the recipient for such invention.

iii. The recipient shall furnish the New Technology Representative, with notice to the Grants Officer, the following:

A. Interim new technology summary reports every 12 months from the date of the award, listing reportable items during that period, and certifying that all reportable items have been disclosed (or that there are no such inventions) and that the procedures required by paragraph (e)(1) of this term and condition have been followed.

B. A final new technology summary report within 120 days after the end of the period of performance, listing all reportable items or certifying that there were no such reportable items, and listing all research subawardees/subcontractors at any tier containing a patent rights clause or certifying that there were no such subcontractors.

iv. The recipient agrees, upon written request of the Patent Representative, to furnish additional technical and other information available to the recipient as is necessary for the preparation of a patent application on a subject invention and for the prosecution of the patent application, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions.

v. The recipient agrees, subject to 5(a) below, 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.

A. 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.

f. Examination of records relating to inventions.

i. The Grant Officer or any authorized representative shall, until 3 years after final payment under this award, have the right to examine any books (including laboratory notebooks), records, and documents of the recipient relating to the conception or first actual reduction to practice of inventions in the same field of technology as the work under this award to determine whether –

A. Any such inventions are subject inventions;

B. The recipient has established and maintained the procedures required by paragraph (e)(1) of this term and condition; and

C. The recipient and its inventors have complied with the procedures.

ii. If the New Technology Representative or Patent Representative learns of an unreported recipient invention, the recipient may be required to disclose the invention to the Agency for a determination of ownership rights.

iii. Any examination of records under this paragraph will be subject to appropriate conditions to protect the confidentiality of the information involved.

g. 7. Subawards/Subcontracts.

i. Unless otherwise authorized or directed by the Grant Officer, the recipient shall:

A. Include the clause at NASA FAR Supplement (NFS) 1852.227-70, New Technology, (suitably modified to identify the parties) in any subaward/subcontract hereunder (regardless of tier) with other than a small business firm or nonprofit organization for the performance of experimental, developmental, or research work; and

B. Include the FAR clause 52.227-11, as modified by the NASA FAR Supplement (NFS) 1852.227-11, "Patent Right-Retention by the Contractor (Short Form)" (suitably modified to identify the parties) in any subaward/subcontract hereunder (regardless of tier) with a small business firm or nonprofit organization for the performance of experimental, developmental, or research work.

ii. In the event of a refusal by a prospective subrecipient to accept such a clause the recipient

A. Shall promptly submit a written notice to the Grant Officer setting forth the subrecipient's reasons for such refusal and other pertinent information that may expedite disposition of the matter; and

B. Shall not proceed with such subaward/subcontract without the written authorization of the Grant Officer.

iii. The recipient shall promptly notify the Grant Officer in writing upon the award of any subaward/subcontract at any tier containing a patent rights clause by identifying the subrecipient, the applicable patent rights term and condition/ clause, the work to be performed under the subrecipient and the dates of award and estimated completion. Upon request of the Grant Officer, the recipient shall furnish a copy of such subaward/subcontract, and, no more frequently than annually, a listing of the subawards/subcontracts that have been awarded.

iv. The subrecipient will retain all rights provided for the recipient in paragraph (h)(1)(i) or (ii) of this term and condition, whichever is included in the subaward/



subcontracts, and the recipient will not, as part of the consideration for awarding the subaward/subcontract, obtain rights in the subrecipients' subject inventions.

- A. Preference for United States industry. Unless provided otherwise, no recipient that receives title to any subject invention and no assignee of any such recipient shall grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement may be waived by the Administrator upon a showing by the recipient or assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

### 3.4 Designation of New Technology Representative and Patent Representative

1. For the administration of the term and condition entitled "New Technology," or "Patent Rights" whichever is included, the designated representatives, whose emails are listed on the Points of Contact list, will oversee these terms and conditions.
2. 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 NASA Grant and Cooperative Agreement Manua

### 3.5 Access to Research Results

1. This award is subject to the requirements of the *NASA Plan for 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:
  - a. Awardee: Any recipient of a NASA grant or cooperative agreement, its investigators, and subrecipient (subaward or contract as defined in 2 CFR § 200.1, Definitions) at any level.
  - b. 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 the awardee.
2. The recipient shall:
  - a. Comply with their approved Open Science and 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.
  - b. Ensure that any Final Peer-Reviewed Manuscript is submitted to the NASA-designated repository within one year of completion of the peer review process. NASA's instructions for completing the submission process are available on the NASA Scientific and Technical Information (STI) Program website.
  - c. 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 paragraph (b)(2) of this term and condition, 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.
  - d. 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.

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

### **3.6 Restrictions on Sale or Transfer of Technology to Foreign Firms or Institutions**

1. The parties agree that access to technology developments under this award by foreign firms or institutions must be carefully controlled. For purposes of this clause, a transfer includes a sale of the company, or sales or licensing of the technology. Transfers include:

- a. Sales of products or components,
- b. Licenses of software or documentation related to sales of products or components, or
- c. Transfers to foreign subsidiaries of the recipient for purposes related to this agreement.

2. The Seller shall provide timely notice to the Grant Officer, via the Buyer, in writing of any proposed transfer of technology developed under this award. If NASA determines that the transfer may have adverse consequences to the national security interests of the United States, or to the establishment of a robust United States industry, NASA, the Buyer, and the Seller shall jointly endeavor to find alternatives to the proposed transfer which obviate or mitigate potential adverse consequences of the transfer.

### **4.1 Conflict of Interest Policy Requirements**

Seller shall comply with the conflict-of-interest policy and notification requirements in section 29.7, Conflicts of Interest Policy, of the NASA Grant and Cooperative Agreement Manual (GCAM).

### **4.2 Requirement to Obtain a Quotation from Small and/or Minority Businesses, Women's Business Enterprises, or Labor Surplus Area Firms**

Pursuant to the requirements in 2 CFR § 200.321, Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms, Sellers shall, to the extent practicable, obtain at least one quotation in response to a Seller-issued Request for Quotation (RFQ) from a small and/or minority business, women's business enterprise, or labor surplus area firm when the acquisition of goods or services exceeds the simplified acquisition threshold (SAT) as defined in the Federal Acquisition Regulation (FAR) part 2.101, Definitions (currently the SAT is \$250,000). In the event that Sellers are unable to obtain at least one quote from a small and/or minority business, women's business enterprise, or labor surplus area firm, a written justification indicating why this was not possible must be maintained in the Seller's records.

### **4.3 Restrictions on the Use of the NASA Seal, Insignia, Logotype, Program Identifiers, or Flags**

1. 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.

2. The use of these devices by Sellers shall be governed by the requirements and restrictions set forth at 14 CFR §§ 1221.109-113. Requests for use of these devices by Sellers shall be subject to the prior written approval of the NASA Grant Officer, requested via the Buyer, in conjunction with the NASA Headquarters, Office of Communications.

3. The use of these devices by Sellers 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.

### **4.4 Prohibition on Certain telecommunications and video surveillance services or equipment**

Grant and cooperative agreement recipients and subrecipients 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).

a. 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).

b. Telecommunications or video surveillance services provided by such entities or using such equipment.

c. 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.

#### **4.5 Trafficking in Persons**

1. Provisions applicable to a recipient that is a private entity.

a. Under this award, the recipient, its employees, subrecipients under this award, and subrecipient's employees must not engage in:

i. Severe forms of trafficking in persons;

ii. The Procurement of a commercial sex act during the period of time that this award or any subaward is in effect.

iii. The use of forced labor in the performance of this award or any subaward; or

iv. Acts that directly support or advance trafficking in persons, including the following acts:

A. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

B. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

(1) Exempted from the requirement to provide or pay for such return transportation by NASA; or

(2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;

C. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

D. Charging recruited employees a placement or recruitment fee; or

E. Providing or arranging housing that fails to meet the host country's housing and safety standards.

b. NASA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award: i. Is determined to have violated a prohibition in paragraph (a)(1) of this section through conduct that is either:

A. Associated with the performance under this award; or

B. Imputed to the recipient or the subrecipient 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 Government- wide Debarment and Suspension (Nonprocurement)" as implemented by NASA at 2CFR Part 1880

#### **4.6 Investigation and Research Misconduct**

Allegations of research misconduct are treated seriously and confidentially at NASA. Allegations are reviewed promptly, and if they meet the definition of research misconduct according to 14 CFR § 1275.101, Definitions, they will be forwarded to the NASA Adjudication Official for their oversight. See 14 CFR § 1275.101(m) to determine the appropriate Adjudication Official.

1. The NASA Adjudication Official has the authority to oversee and investigate potential research misconduct involving research defined in OMB Circular A-11 in all fields of science, engineering, and mathematics, including, but not limited to, research in space and Earth sciences, economics, education, linguistics, medicine, psychology, social sciences, statistics, and biological and physical research (ground based and microgravity), including research involving human subjects or animals.
2. Whenever feasible, allegations that may be of concern to other Federal agencies and/or NASA offices will also be redirected as appropriate.
3. If an individual involved in NASA funded research is found to have committed research misconduct, the administrative actions that may be taken against this person range from minimal restrictions to severe restrictions per 14 CFR § 1275.106 Administrative Actions, and do not include possible criminal sanctions.

NASA will afford the accused individual or institution a chance to comment on the investigation report and a chance to appeal the decision resulting from the adjudication. The process for contesting a decision is outlined in 14 CFR § 1275.108 Appeals.

#### **4.7 Reporting Requirements Regarding Findings of Harassment, Sexual Harassment, Other Forms of Harassment, or Sexual Assault**

1. 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.
2. For purposes of this term and condition, the following definitions apply:
  - a. 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.
  - b. 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.
  - c. 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.
  - d. 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.
3. 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.<sup>2</sup> 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-ten-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.<sup>3</sup>

4. 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.

5. Each report must include the following information:

- a. NASA Award Number;
- b. Name of PI or Co-I being reported;<sup>4</sup>

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:

- The safety and security of personnel supported by the NASA award;
- The overall impact to the NASA-funded activity;
- The continued advancement of taxpayer-funded investments in science and scientists;
- 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.

6. 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 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 200.332, 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 Only the identification of the PI or Co-I is required. Personally identifiable information regarding any complainants or 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.C. § 1232g and its implementing regulations, 35 C.F.R. Part 99, the recipient shall comply with those requirements.*

#### **4.9 Technical Publications and Reports**

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

- a. 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(s) XXXXX (as shown on the award notice).)
- b. 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."
- c. 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."
- d. For research and research-related awards, see additional reporting requirements in section 3.5, Access to Research Results, of these terms and conditions.

2. Reports shall be in the English language.

3. All award recipients shall comply with the reporting requirements in Appendix C, Required Publications and Reports, of the GCAM, as applicable. Appendix C describes the reports that shall be submitted to NASA, when they are due, and to whom they shall be submitted. A copy of the reporting requirements table in Appendix C shall be inserted into each award's standard terms and conditions in full text.

4. Performance reports, Summaries of Research, and Educational Activity Reports shall adhere to GCAM section 29.1, Performance Report Requirements, and 29.1.1, Information Contained in a Performance Report, and include the following on the first page:

- Federal agency (i.e., NASA) and funding organization to which the report is submitted.
- Award number.
- Project title.
- Principal Investigator name, title, and contact information (e-mail address and phone number).
- Name of submitting official, title, and contact information (e-mail address and phone number), if other than PI.
- Submission date.
- Unique Entity Identifier (UEI) and EIN.
- Recipient organization name and address.
- Recipient identifying number or account number, if any.
- Period of performance start and end date.
- Reporting period end date.
- Report term or frequency (annual, semi-annual, quarterly, other).

- Final Report? Indicate "Yes" or "No."
- A signature is not required.

#### 4.10 Reporting Subawards and Executive Compensation

##### 1. Reporting of first-tier subawards.

a. Applicability. Unless the recipient is exempt as provided in paragraph d. of this award term, the recipient must report each subaward that equals or exceeds \$30,000 or more in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if a modification increases the Federal funding to an amount that equals or exceeds \$30,000. All reported subawards should reflect the total amount of the subaward (see definitions in paragraph (e) of this award term).

##### b. Reporting Requirements.

i. The entity or Federal agency must report each subaward described in paragraph a.1. of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was issued on November 7, 2025, the subaward must be reported by no later than December 31, 2025.)

##### 2. Reporting total compensation of recipient executives for entities.

a. Applicability. The recipient must report the total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year, if:

i. The total Federal funding authorized to date under this Federal award equals or exceeds is \$30,000.

ii. In the preceding fiscal year, the recipient received:

A. 80 percent or more of the recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards) and subawards) subject to the Transparency Act, and,

B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the and,

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

b. Reporting Requirements. The recipient must report executive total compensation described in paragraph b.1. of this award term:

i. As part of its registration profile at <https://www.sam.gov>.

ii. No later than the month following the month in which this award is made, and annually after that. (For example, if this federal award was made on November 7, 2025, the executive total compensation must be reported by no later than December 31, 2025)

##### 3. Reporting of Total Compensation of Subrecipient Executives.

a. Applicability and what to report. Unless a first-tier subrecipient is exempt as provided in paragraph d. of this award term, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

i. The total Federal funding authorized to date under the subaward equals or exceeds \$30,000.

ii. In the subrecipient's preceding fiscal year, the subrecipient received—

A. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act, and,

B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and,

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

b. Reporting Requirements. The subrecipient must report to the recipient their executive total compensation described in paragraph c.1. of this award term. The recipient is required to submit this information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsrc.gov> no later than the end of the month in which the subaward was issued. (For example, if the subaward was issued on November 7, 2025, the subaward must be reported by no later than December 31, 2025)

#### 4. Exemptions

A recipient with gross income under \$300,000 in the previous tax year is exempt from the requirements to report:

a. Subawards, and

b. The total compensation of the five most highly compensated executives of any subrecipient.

#### 5. Definitions.

For the purposes of this award term, the definitions at 2 CFR § 170, Appendix A, section E apply.

### 5.1 Safety and Mishap Reporting

The recipient shall act responsibly in matters of safety and shall take all reasonable safety measures in performing under this award. The recipient shall comply with all applicable Federal, state, and local laws relating to safety. The recipient shall maintain a record of and notify the NASA Grant Officer, within one workday of any accident involving death, disabling injury, or substantial loss of property in performing this award. If non-NASA personnel are injured, the recipient will follow its internal investigation process. If NASA personnel are injured and/or NASA property is damaged, the recipient, in coordination with the cognizant NASA Program Manager, Technical Officer, or designee, shall comply with NASA Procedural Requirement (NPR) 8621.1D, NASA Procedural Requirements of Mishap and Close Call Reporting, Investigating, and Recordkeeping. Upon request, NASA and the recipient agree to provide assistance to each other in the conduct of any investigation. The recipient will, within one workday, advise the NASA Grant Officer of hazards that come to its attention as a result of the work performed. Where the work under this award involves flight hardware, the hazardous aspects, if any, of such hardware will be identified, in writing, by the recipient. Compliance with this term and condition by subawardees/subcontractors shall be the responsibility of the recipient.

### 5.4 Never Contract with the Enemy

#### Prohibition on Providing Funds to the Enemy

##### 1. The recipient must

a. Exercise due diligence to ensure that no funds, including supplies services, received under this grant or cooperative agreement are provide directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subaward or contract and;



b. Terminate or void in whole or in part any subaward or contract with a person or entity listed in the System for Award Management (SAM.gov) as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless NASA provides written approval to continue the subaward or contract.

2. The recipient may include the substance of this clause, including paragraph (a) of this clause, in subawards under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.

3. NASA has the authority to terminate or void this grant or cooperative agreement, in whole or in part, if NASA becomes aware that the recipient failed to exercise due diligence as required by paragraph (a) of this clause or if NASA becomes aware that any funds received under this grant or cooperative agreement have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

### **5.7 Non-Discrimination**

1. 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), Executive Order 13798, the implementing regulations issued pursuant thereto by NASA, and the assurance of compliance which the recipient has filed with NASA.

2. Except for commercially available supplies, materials, equipment, or general support services, the recipient 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.

3. 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. 1681 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.), Executive Order 13798, and the NASA implementing regulations (14 CFR parts 1250, 1251, 1252, and 1253).

### **5.8 Clean Air and Water**

Recipients must:

1. 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.).

2. 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.

3. Use its best efforts to comply with clean air standards and clean water standards at the facility in which the award is being performed.

4. Insert the substance of these terms and conditions into any nonexempt subaward or contract under the award.

5. Report violations to NASA and to the EPA.

### **5.9 Travel Transportation**

1. The Fly American Act, 49 U.S.C. 40118, requires the recipient and subrecipients 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.

2. Department of Transportation regulations, 49 CFR part 173, govern recipient and subrecipient shipment of hazardous materials and other items.

**Chapter 2: Special Terms and Conditions****3. Personal Identity Verification of Recipient Personnel**

This clause applies when access is needed to the NASA Center and/or NASA information systems for greater than 180 days.

**PERSONAL IDENTITY VERIFICATION OF RECIPIENT PERSONNEL**

1. 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.

2. The Recipient shall account for all forms of Government-provided identification issued to the Recipient employees in connection with performance under this contract. The Recipient shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- a. When no longer needed for grant performance.
- b. Upon completion of the Recipient's employee's employment.
- c. Upon grant completion or termination.

3. The Grant Officer may delay final payment under a grant if the Recipient fails to comply with these requirements.

4. The Recipient shall insert the substance of this clause, including this paragraph (d), in all subcontracts or sub agreements 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 Recipient 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.

**Chapter 3: Program Specific Terms and Conditions****Supplemental Rights in Data Provision****(a) Data Categories.**

(1) General: Data exchanged between NASA and recipient under this Cooperative Agreement will be exchanged without restriction as to its disclosure, use or duplication except as otherwise provided below in this provision and in accordance with 3.2. Rights in Data.

(2) Recipient Reserved Background Data: "Recipient Reserved Background Data" is data furnished to NASA by the recipient which falls within the definition of "Reserved Background Technology" in the Articles of Collaboration. In the event it is necessary for recipient to furnish NASA with Recipient Reserved Background Data, and such Recipient

Reserved Background Data is so identified with a suitable notice or legend, the Recipient Reserved Background Data will be maintained in confidence and disclosed and used by NASA and its contractors (under suitable protective conditions at least as stringent as NASA uses to protect its own sensitive information, but no less than a reasonable standard of care) only for the purpose of carrying out NASA's responsibilities under this Cooperative Agreement. Upon completion of activities under this Cooperative Agreement, such Recipient Reserved Background Data will be disposed of by NASA as requested by recipient, unless greater rights are granted by recipient. The use of such Recipient Reserved Background Data, so identified with a suitable notice or legend, by recipient shall be governed by the provisions of the Articles of Collaboration pertaining to Background Copyrights and Reserved Background Technology.

(3) Recipient Contributed Background Data: "Recipient Contributed Background Data" is data furnished to NASA by the recipient which falls within the definition of "Contributed Background Technology" in the Articles of Collaboration. In the event it is necessary for recipient to furnish NASA with Recipient Contributed Background Data, and such Recipient Contributed Background Data is so identified with a suitable notice or legend, the Recipient Contributed Background Data

will be maintained in confidence and disclosed and used by NASA and its contractors (under suitable

protective conditions at least as stringent as NASA uses to protect its own sensitive information, but no less than a reasonable standard of care) only for the purpose of carrying out NASA's responsibilities under this Cooperative Agreement. Upon completion of activities under this Cooperative Agreement, such Recipient Contributed Background Data may be used and disclosed by the Government for experimental, evaluation, research and development purposes only and solely as necessary to use data or Inventions developed under this Cooperative Agreement, unless greater rights are granted by recipient. The Government may use contractors and/or cooperative agreement recipients to perform such experimental, evaluation, or research and development work. These contractors and/or cooperative agreement recipients, as well as their subcontractors and their individual employees, may be provided with Recipient Contributed Background Data submitted by the recipient under this Cooperative Agreement solely for the contractor's and/or cooperative agreement recipient's work to support the Government's experimental, evaluation, or research and development work under suitable protective conditions at least as stringent as NASA uses to protect its own sensitive information, but no less than a reasonable standard of care. The Government will not include Recipient Contributed Background Data in any solicitation for such experimental evaluation or research and development work. The use of such Recipient Contributed Background Data, so identified with a suitable notice or legend, by recipient shall be governed by the provisions of the Articles of Collaboration pertaining to Background Copyrights and Contributed Background Technology.

(4) ACC Data: ACC Data is data furnished to NASA by the recipient, developed under the Articles of Collaboration and not under this Cooperative Agreement or any other Cooperative Agreement funded for the purpose of performing ACC work. Such ACC Data, so identified with a suitable notice or legend, shall be governed by the provisions of the Articles of Collaboration pertaining to Project Technology and Project Copyrights. In the event it is necessary for recipient to furnish NASA with ACC Data, and such ACC Data is so identified with a suitable notice or legend, the ACC Data will be maintained in confidence and disclosed and used by NASA and its contractors (under suitable protective conditions at least as stringent as NASA uses to protect its own sensitive information, but no less than a reasonable standard of care) only for the purpose of carrying out NASA's responsibilities under this Cooperative Agreement. Upon completion of activities under this Cooperative Agreement, such ACC Data will be disposed of by NASA as requested by recipient, unless greater rights are granted by recipient.

(5) NASA Background Data: In the event it is necessary for NASA to furnish recipient with data which existed prior to, or was produced outside of, this Cooperative Agreement, and such data has restrictions governing its use and/or disclosure and such data is so identified with a suitable notice or legend, recipient shall use such data (under suitable protective conditions) only for the purpose of carrying out its responsibilities under this Cooperative Agreement. Upon completion of activities under this Cooperative Agreement, such data will be disposed of as requested by NASA, unless greater rights are granted by NASA.

(b) Oral and visual information: If information which the recipient considers to embody trade secrets or to comprise commercial or financial information which is privileged or confidential is disclosed orally or visually to NASA, such information must be reduced to tangible, recorded form (i.e., converted into data as defined herein), identified and marked with a suitable notice or legend, and furnished to NASA within 10 business days after such oral or visual disclosure, or NASA shall have no duty to limit or restrict, and shall not incur any liability for, any disclosure and use of such information.

(c) Disclaimer of Liability: Notwithstanding the above, NASA shall not be restricted in, nor incur any liability for, the disclosure and use of:

(1) Data not identified with a suitable notice or legend as set in paragraph (a)(2) of this section; nor

(2) Information contained in any data for which disclosure and use is restricted under paragraphs (a)(2), (3) or (4) of this section, if such information is or becomes generally known without breach of the above, is known to or is generated by NASA independently of carrying out responsibilities under this Cooperative Agreement, is rightfully received from a third party without restriction, or is included in data which recipient has, or is required to furnish to the U.S. Government without restriction on disclosure and use.

(d) Marking of Data: Any data delivered under this Cooperative Agreement, by NASA or the recipient, shall be marked with a suitable notice or legend to indicate any restrictions on use or disclosure in accordance with D.11 Rights in Data and this Supplemental Rights in Data Provision.

(e) Lower Tier Agreements: The recipient shall include this provision, suitably modified to identify the parties, in all subcontracts or lower tier agreements, and in an appropriate legally binding instrument with Cooperative Research Team Members.

**ACC Rev 2 Articles of Collaboration Revision 2 (2022.03.16) (MAR 2022).**

*Sellers/Subrecipients are required to support Buyer/Recipient in fulfillment of its obligations to Buyer's*

*customer as defined in the articles, terms, and conditions below.*

## **P.2 Definitions:**

- The term "**ACC**" as used herein shall refer to the Advanced Composites Consortium comprised of signatories to these Articles of Collaboration.
- The term "**ACCP**" as used herein shall refer to the Advanced Composites Consortium Program.
- The term "**Consortium Members**" as used herein shall refer, individually and collectively, to the signatories to these Articles of Collaboration as set forth above.
- The term "**Cooperative Agreement**" (CA) as used herein refers to the Agreement negotiated between NASA and each Recipient, on behalf of the ACC, to execute Projects under the ACCP.
- The term "**Cooperative Research Team**" (CRT) as used herein shall refer collectively to the entities responsible for performing a particular Project, with each such entity individually being referred to as a "CRT Member."
- The term "**Executive Steering Committee**" (ESC) as used herein shall refer to the committee of senior-level representative designated by each of the Consortium Members respectively, together with NASA and FAA representatives so designated by NASA and the FAA.
- The term "**Industry**" as used herein shall refer to non-Government Consortium Members, including, but not limited to, educational institutions.
- The term "**Memorandum of Understanding**" as used herein refers to the Memorandum of Understanding that NASA executed with each entity that NASA selected based on proposals received in response to a partnering synopsis that NASA issued to identify original members of the ACC formed by these Articles of Collaboration.
- The term "**NASA Agreement Officer**" as used herein shall refer to a Government employee (usually a Contracting Officer) who has been delegated the authority to negotiate, award, or administer the Cooperative Agreements.
- The term "**NASA Technical Officer**" as used herein shall refer to the official of the cognizant NASA office who is responsible for monitoring the technical aspects of the work under the CAs.
- The terms "**Project**" and "**Projects**" as used herein shall refer to discrete research and development tasks performed under these Articles of Collaboration. Each Project will be performed by a Cooperative Research Team.
- The term "**Project Work Plan**" as used herein shall refer to the document describing a Work Activity under the Cooperative Agreements or Project under the Articles of Collaboration, to include a description of the activity, identification of the Consortium Members who will participate in the conduct of the activity, the total cost estimate and cost sharing among the Consortium Members including delineation of cash and noncash contributions, reporting and documentation requirements, delivery requirements (if any) and any other information deemed necessary by the TOC and ESC.
- The term "**Quorum**" as used herein means a majority of the members of the applicable committee or group.
- The term "**Recipient**" as used herein refers to each Consortium Member having a CA with NASA to perform work under these Articles of Collaboration.
- The term "**Selected Partners**" as used herein means the entities responding to the NASA Partnering Synopsis who were chosen to be the initial members of the Advanced Composites Consortium (ACC).
- The term "**Technical Oversight Committee**" (TOC) as used herein shall refer to the committee of technical-level representatives properly designated by each of the Consortium Members respectively to serve on this committee, together with NASA and

FAA representatives so designated by NASA and the FAA.

- The term "Tier I Member" as used herein refers to membership as defined by Article 3.2.
- The term "Tier II Member" as used herein refers to membership as defined by Article 3.3.
- The term "**Work Activity**" as used herein means a Project that is performed using NASA funds and/or non-cash contributions under the CAs.

Boeing is a Consortium Member and a Recipient.

## **ARTICLE 10 - OWNERSHIP AND LICENSE RIGHTS IN PATENTS AND OTHER PROPRIETARY INFORMATION**

10.1 For purposes of equitably sharing knowledge resulting from the coordinated research performed under these Articles of Collaboration, the Consortium Members agree to the following, regarding intellectual property and the licensing thereof.

### 10.2 Definitions:

- (a) "Technology" shall mean technical data, information, know-how, and trade secrets as embodied in specifications, drawings, reports, computer software, or any other format and recorded in any electronic or tangible medium, whether or not patentable.
- (b) "Invention" shall mean any invention or discovery which is or may be patentable (whether or not patented) under Title 35 of the United States Code.
- (c) "Project Technology" shall mean Technology created by a CRT Member (or his or her agent, subcontractor, or other business affiliate) in performance of a Project.
- (d) "Project Invention" shall mean an Invention of one or more CRT Members that is conceived or first actually reduced to practice by the one or more CRT Members in performance of a Project.
- (e) "Project Patent" shall mean a patent or pending patent application on any Project Invention.
- (f) "Background Technology" shall mean:
  - (1) Technology in existence prior to commencement of any work performed under a Project pursuant to the ACCP, or
  - (2) Technology developed independently of a CRT Member's performance of a Project pursuant to the ACCP.
- (g) "Background Patent" shall mean a patent or pending patent application on any Invention that is not a Project Invention.
- (h) "Contributed Background Technology" shall be defined as Background Technology, Background Patents and Background Copyrights which the owning CRT Member elects to incorporate within an item or process developed under a Project pursuant to the ACCP, which will be made available to other CRT Members under Paragraphs 10.4 and 10.6 of these Articles of Collaboration.
- (i) "Reserved Background Technology" shall be defined as Background Technology, Background Patents and Background Copyrights which the owning CRT Member elects to incorporate within an item or process developed under a Project pursuant to the ACCP, which is made available subject to limitations on the use, manufacture, or practice of such Background Technology under Paragraph 10.5 of these Articles of Collaboration.

(j) "Copyright" shall be defined as the following:

(1) all rights in any original work of authorship fixed in any tangible medium of expression under Title 17 of the United States Code, whether or not registered; and Wx

(2) all registrations and applications for registration of any such copyright in the United States of America or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office.

(k) "Project Copyright" shall be defined as any Copyright which is first created in the performance of a Project.

(l) "Background Copyright" shall be defined as any Copyright that is not a Project Copyright.

### 10.3 Rights In Project Technology, Project Copyrights, Project Inventions, and Project Patents:

(a) A CRT Member shall own the entire right, title, and interest in any Project Copyright, Project Technology, Project Invention, or Project Patent created, or conceived solely by such CRT Member in the performance of a Project.

(b) Each Project Copyright, Project Technology, or Project Invention that is created, or conceived (as applicable) in the performance of a Project jointly by employees of two or more CRT Members (hereinafter "Joint Project Copyright," "Joint Project Technology," and "Joint Project Invention," respectively ) shall be the joint property of such CRT Members (hereinafter "Joint Owners"), and any Project Patent granted on a Joint Invention shall be jointly owned by the inventive CRT Members (hereinafter "Joint Project Patent"). Unless otherwise agreed to in writing by the Joint Owners, the cost of obtaining and maintaining any such Joint Project Patent shall be shared equally by all such Joint Owners subject to the availability of funds if the Government is an owner per the CAs with NASA. Each Joint Owner shall have the right to decline to participate in the cost of obtaining or maintaining any Joint Patent and, in such event, with the exception of NASA or the FAA, if either Agency is a Joint Owner, such patent shall be the property of the Joint Owner(s) paying the cost of obtaining or maintaining such Joint Patent, subject to retention by the other CRT Members of the rights to license contained in these Articles of Collaboration. Notwithstanding the foregoing, the Joint Owners will use reasonable efforts to report, and cooperate in obtaining, a Joint Project Patent, regardless of whether a Joint Owner declines participation in the costs of obtaining or maintaining the Joint Project Patent. Any Copyright, Technology, or Invention that is created, or conceived by a non-CRT Member that is outside the performance of a Project, but within the scope of a Project, and jointly with one or more CRT Members, such non-CRT Member shall be a joint owner with such CRT Members and any Project Patent granted on a Joint Invention shall be jointly owned by the inventive CRT and non-CRT Members. Such CRT Member(s) and non-CRT Member(s) shall negotiate the respective rights and responsibilities regarding such Copyright, Technology, Invention, or Project Patent.

(c) Project Technology shall be provided to other Industry CRT Members in sufficient detail and within a reasonable period of time. Subject to any obligations of confidentiality established pursuant to Article 9, each Industry CRT Member hereby grants, to the extent it has the right to do so, the other Industry CRT Members a non-exclusive, irrevocable, royalty-free, paid-up, worldwide license, including a license to:

(1) use Project Technology for any purpose;

(2) make, have made, use, sell, offer to sell, and import Project Invention(s); and

(3) reproduce, make derivative works thereof, distribute, publicly display, and publicly

perform any Project Copyright.

(d) Project Technology may be disclosed to a party that is not another CRT Member only after (i) obtaining written approval from all Industry CRT Members, which may be conditioned on restrictions on use and disclosure, and (ii) executing a written agreement with the receiving party that includes restrictions on use and disclosure that are at least as restrictive as those provided in these Articles of Collaboration for Proprietary Information, except that use need not be restricted to collaborative efforts under the ACCP, together with any restrictions on disclosure or use required by any other Industry CRT Member as a condition of disclosure approval.

(e) The right to grant sublicenses to Project Patents, Project Copyrights or Project Technology, shall be negotiated with the owner of the Project Patents, Project Copyrights, or Project Technology.

(f) It is recognized and understood that each Consortium Member is free to enter into any contract or agreement, or to perform any work related to a Project performed pursuant to the ACCP, provided that such contract, agreement, or work is not in violation of any of the licensing provisions in these Articles of Collaboration, including the license granted to certain Consortium Members in Paragraphs 10.3 (c) and (d), and the right to grant sublicenses in Paragraph 10.3(e).

(g) In the event a CRT Member seeks an exception to the provisions of Paragraphs (c), (d) or (e) of this Article 10.3, such exception must be agreed to by a two-thirds majority of each of the TOC and the ESC prior to approval of any Project and included in the Project Work Plan.

#### 10.4 Rights in Background Patents, Background Copyrights, and Contributed Background Technology:

(a) Consortium Members are not obligated to disclose Background Technology or grant licenses to Background Technology except as provided herein.

(b) Contributed Background Technology necessary to make use of the Project Technology, Project Inventions, or Project Patents shall be provided to other CRT Members in sufficient detail and within a reasonable period of time. Subject to any obligations of confidentiality established pursuant to Article 9, each CRT Member hereby grants, to the extent it has the right to do so, the other CRT Members a non-exclusive, irrevocable, royalty-free, paid-up, worldwide license, including a license to Contributed Background Technology solely as necessary to enjoy the rights granted in Paragraphs 10.3(c), (d) and (e).

#### 10.5 Rights in Reserved Background Technology:

(a) Any CRT Member seeking to incorporate Reserved Background Technology shall identify that particular Reserved Background Technology to the TOC, and notify the TOC of any limitations on availability, use, manufacture, or practice thereof prior to its introduction. Subject to any obligation of confidentiality established pursuant to Article 9, opportunity shall be given to the TOC to review the proposed Reserved Background Technology for sufficiency of disclosure. If a CRT Member does not believe sufficient disclosure is being offered, the CRT Member seeking to introduce the Reserved Background Technology has the option of making further disclosure or withdrawing it from the ACCP. The TOC shall decide whether disclosure is satisfactory.

#### 10.6 Additional Rights in Background Technology, Background Copyrights and Background Patents:

(a) Upon request, and at the completion of a Project, each Industry CRT Member agrees to grant a royalty-bearing, non-exclusive license to the other Industry CRT Members to use and further disclose any Reserved Background Technology to the extent reasonably necessary to make the license or sublicenses described in Paragraph 10.3(c) or (e) effective, subject to the notified limitations in Paragraph 10.5(a). Subject to the notified limitations in Paragraph

10.5(a), the licenses of this clause shall:

- (1) include an option to acquire the right to grant necessary sublicenses; and
- (2) be on commercially reasonable terms and conditions including a commercially competitive rate.

(b) As part of this license under Paragraph 10.6(a) and subject to the notified limitations in Paragraph 10.5(a), the licensing Industry CRT Member shall provide the Reserved Background Technology in sufficient detail to the other Industry CRT Member within a reasonable period of time.

(c) Upon timely request, a Government CRT Member may, at its sole discretion and subject to an irrevocable, royalty-free right of the U.S. Government to practice Government Background Technology or have it practiced on behalf of the United States or on behalf of any foreign government or international organization pursuant to any existing or future treaty or agreement with the United States, use reasonable efforts to grant other CRT Members, under 37 C.F.R. Part 404, non-exclusive negotiated license(s) to Government Background Technology.

10.7 A CRT Member seeking to introduce any Technology owned by a third party shall use reasonable efforts to ascertain and report to the other CRT Members what limitations or necessary licenses, if any, exist on the use of such Technology at present, and potentially in the future. To the extent that Technology belonging to a third party utilized in the performance of a Project performed pursuant to the ACCP may later be necessary to make, have made, or use Project Technology, or products embodying or disclosing Project Technology, each CRT Member agrees to refrain from further utilization of such Technology under these Articles of Collaboration, unless the other CRT Members unanimously agree to such use of Technology owned by a third party under any applicable limitations and any required licenses are obtained.

10.8 Any Project Technology, Project Inventions, Project Patents or Project Copyrights acquired or to be acquired by an Industry CRT Member from a subcontractor performing work under a Project performed pursuant to the ACCP shall be acquired with rights in such Project Technology, Project Inventions, Project Patents or Project Copyrights consistent with the acquiring Industry CRT Member's licensing obligations under this Article 10. In the event that a subcontractor refuses to accept the terms, the Industry CRT Member shall provide notice to the TOC, who will discuss the issue. If the subcontractor continues to refuse, the TOC shall determine whether an agreement shall be executed with said subcontractor.

10.9 The Consortium Members agree to abide by and include (flow down) necessary CA provisions in any agreements with third parties performing work under these Articles of Collaboration, suitably modified to identify the parties. This requirement applies to all subcontracts and lower tier agreements, regardless of tier.

10.10 Notwithstanding other provisions of this Article 10, the CAs with NASA shall govern the rights in all inventions and information falling under the scope of the CAs when NASA is providing funding and/or non-cash contributions.

## **ARTICLE 13 – MISCELLANEOUS**

### **13.10 Public Relations and Contracts with Other Consortium Members:**

(a) Any public news release, public announcement, advertisement or publicity proposed to be released by any Consortium Member concerning the ACCP, or its efforts in connection with the proposal(s) or any resulting contract(s), shall be subject to the mutual agreement of the Consortium Members prior to release. To the extent any Consortium Member's trademark is utilized, the releasing Consortium



Member shall obtain prior written approval of that Consortium Member.

(b) Use of NASA Name and Emblems

(1) NASA Name and Initials - Consortium Members shall not use "National Aeronautics and Space Administration" or "NASA" in a way that creates the impression that a product, service or entity has the authorization, support, sponsorship, or endorsement of NASA, which does not, in fact, exist. Except for release of general information to the Public and Media, Consortium Members must submit any proposed public use of the NASA name or initials (including press releases and all promotional and advertising use) to the NASA Associate Administrator for the Office of Communications or designee (NASA Communications) for review and approval. Approval by NASA Office of Communications shall be based on applicable law and policy governing the use of the NASA name and initials.

(2) NASA Emblems - Use of NASA emblems (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) is governed by 14 C.F.R. Part 1221. Consortium Members must submit any proposed use of the emblems to NASA Communications for review and approval.

### **13.11 Equal Opportunity:**

During the performance of the Projects, Consortium Members agree as follows:

(a) No Consortium Member will discriminate against any employee or applicant for employment in violation of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act (ADEA), or the Americans with Disabilities Act (ADA), as amended, the Equal Pay Act (EPA), and the Genetic Information Nondiscrimination Act of 2008 (GINA),

(b) Each Consortium Member will comply with all provisions of Executive Order No. 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.

(c) In the event of noncompliance by a Consortium Member with this Equal Opportunity Clause, the ESC may cancel, terminate or suspend its participation in the Consortium.

### **13.12 Severability:**

Invalidity or unenforceability of any provision of these Articles of Collaboration shall not limit or impair the operation, validity or enforceability of any other provision of these Articles of Collaboration.

### **13.13 Certifications:**

By signing these Articles of Collaboration or accepting funds under the Cas with NASA, the ACC agrees that each Consortium Member is providing the:

(a) Certification at 2 CFR 182 regarding Drug-Free Workplace Requirements.

(b) Assurance at NASA Grant and Cooperative Agreement Manual (GCAM) Appendix D11 regarding Nondiscrimination. The GCAM can be found at the following location:

[https://prod.nais.nasa.gov/pub/pub\\_library/srba/documents/Grant\\_and\\_Cooperative\\_AgreementManual\\_100219V2.pdf](https://prod.nais.nasa.gov/pub/pub_library/srba/documents/Grant_and_Cooperative_AgreementManual_100219V2.pdf)

### **13.14 Compliance with Laws and Regulations:**

(a) The Consortium Members shall comply with all applicable laws and regulations including, but not limited to, safety; security; export control; environmental; and suspension and debarment laws and regulations.

(b) Access by a Consortium Member to NASA facilities or property, or to a NASA Information Technology (IT) system or application, is contingent upon compliance with NASA security and safety policies and guidelines including, but not limited to, standards on badging, credentials, and facility and IT system/application access.

(c) With respect to any export control requirements:

(1) The Consortium Members will comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120 through 130, and the Export Administration Regulations (EAR), 15 C.F.R. Parts 730 through 799, in performing work under these Articles of Collaboration. In the absence of available license exemptions or exceptions, the Consortium Members shall be responsible for obtaining the appropriate licenses or other approvals, if required, for their exports of hardware, technical data and software, or for the provision of technical assistance.

(2) Each Consortium Member shall be responsible for obtaining export licenses, as required, before utilizing foreign persons and/or entities in the performance of work under these Articles of Collaboration including instances where the work is to be performed on-site at NASA and where the foreign person and/or entity will have access to export-controlled technical data or software.

(3) The Consortium Members will be responsible for all regulatory record-keeping requirements associated with the use of export licenses, license exemptions, or exceptions.

(4) The Consortium Members shall require any contractor, subcontractor, grantee, or other entity that is assigned, tasked or contracted to perform activities by a CRT Member under or in support of the ACC under these Articles of Collaboration or under its CA with NASA to comply with the provisions of this Article 13.

(d) With respect to suspension and debarment requirements:

(1) Each Consortium Member hereby certifies, to the best of its knowledge and belief, that it has complied, and shall comply, with 2 C.F.R. Part 180, Subpart C, as supplemented by 2 C.F.R. Part 1880, Subpart C.

(2) Each Consortium Member shall include language and requirements equivalent to those set forth in Subparagraph (c)(1), above, in any lower-tier covered transaction entered into under these Articles of Collaboration.