**Full Text Clauses**

**Appendix A to 2 CFR Part 25--Award Term**

**System of Award Management (formally Central Contracting Registry) and Universal Identifier Requirements (Dec 2014)**

A. Requirement for System of Award Management

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

B. Requirement for Unique Entity identifier Numbers

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

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

2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. System of Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at http://www.sam.gov).

2. Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.

3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

a. A Governmental organization, which is a State, local government, or Indian Tribe;

b. A foreign public entity;

c. A domestic or foreign nonprofit organization;

d. A domestic or foreign for-profit organization; and

e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).

c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

a. Receives a subaward from you under this award; and

b. Is accountable to you for the use of the Federal funds provided by the subaward.

**Appendix A to 2 CFR Part 170--Award** **Term**

**Reporting Subawards and Executive Compensation (Dec 2014)**

I. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION

a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is $25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); 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>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

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

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. 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 financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

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

ii. 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>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

i. Subawards, and

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

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_ .210 of the attachment to OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations”).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

**2 CFR 175.15, Trafficking in Persons—Award Term (Dec 2014)**

(a) To implement the trafficking in persons requirement in section 106(g) of the TVPA, as amended, a Federal awarding agency must include the award term in paragraph (b) of this section in—

(1) A grant or cooperative agreement to a private entity, as defined in 175.25(d); and

(2) A grant or cooperative agreement to a State, local government, Indian tribe or foreign public entity, if funding could be provided under the award to a private entity as a subrecipient.

(b) The award term that an agency must include, as described in paragraph (a) of this section, is:

I. TRAFFICKING IN PERSONS.

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

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not-

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity—

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., “2 CFR part XX”)].

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., “2 CFR part XX”)].

c. Provisions applicable to any recipient.

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

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

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. “Employee” means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

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

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

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

B. A for-profit organization.

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

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

**2 CFR 182, Government-wide Requirements for Drug-Free Workplace (Dec 2014)** (Applicable for all purchase orders/subcontracts.)

The requirements in 2 CFR 182 apply and are incorporated by reference. To view full text of these requirements and terms and conditions go to [**https://prod.nais.nasa.gov/pub/pub\_library/srba/index.html**](https://prod.nais.nasa.gov/pub/pub_library/srba/index.html)**.**

**GCAM Appendix D2. Technical Publications and Reports (Aug 2019)** (Communications with the Government under this clause will be made through Lockheed Martin.)

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

(1) All information disseminated as a result of the award shall contain a statement which acknowledges NASA's support and identifies the award by number (e.g., “the material is based upon work supported by NASA under award No(s) XXXXX (as shown on the award notice).)

(2) Except for articles or papers published in scientific, technical, or professional journals, the exposition of results from NASA supported research should also include the following disclaimer - “Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the National Aeronautics and Space Administration.”

(3) As a courtesy, any release of a NASA photograph or illustration should list NASA first on the credit line followed by the name of the Principal Investigator's Institution. As an example - “Photograph or illustration, figure, etc. courtesy of NASA or NASA Center managing the mission or program and the Principal Investigator's institution.”

(4) For research and research-related awards, see additional reporting requirements in section D30.

(b) Reports shall be in the English language, informal in nature, and ordinarily not exceed three pages (not counting bibliographies, abstracts, and lists of other media). The recipient shall submit the following reports -

(1) A Progress Report for all but the final year of the award. Each report is due 60 days before the anniversary date of the award and shall briefly describe what was accomplished during the reporting period. A term or condition specifying more frequent reporting may be required.

(2) A Summary of Research or Educational Activity Report is due within 90 days after the end date for the period of performance, regardless of whether or not support is continued under another award. This report shall be a comprehensive summary of significant accomplishments during the duration of the award.

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

(1) Title of the award.

(2) Type of report.

(3) Name of the principal investigator.

(4) Period covered by the report.

(5) Name and address of the recipient's institution.

(6) Award number.

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

(1) The original report, in both hard copy and electronic format, to the Technical Officer.

(2) One copy to the NASA Technical Officer and New Technology Officer with a notice to the Grant Officer, that a report was sent.

 **GCAM Appendix D5. Change in Principal Investigator or Scope (Aug 2019)** (Applicable for all purchase orders/subcontracts.)

 (a) The recipient shall obtain the approval of the NASA Grant Officer for a change of the Principal Investigator, or for a significant absence of the Principal Investigator from the project, defined as a three month absence from the program or a 25 percent reduction in time devoted to the project. Significantly reduced availability of the services of the Principal Investigator(s) named in the award instrument could be grounds for termination, unless alternative arrangements are made and approved in writing by the Grant Officer.

(b) Prior written approval is required from NASA if there is to be a significant change in the objective or scope of the project.

 **GCAM Appendix D6. Financial Management (Aug 2019)** (Applicable if Seller is performing substantive work under this purchase order/subcontract. Communications with the Government under this clause will be made through Lockheed Martin.)

(a) Advance payments will be made by the Financial Management Office of the NASA Center assigned financial cognizance of the award, using the Department of Health and Human Services' Payment Management System (DHHS/PMS), in accordance with procedures provided to the recipient. The recipient shall submit a Federal Financial Report (SF 425), and, when applicable, a Federal Financial Report Attachment (SF 425A) electronically to DHHS/PMS within 30 days following the end of each Federal fiscal quarter (i.e., December 31, March 31, June 30, and September 30).

(b) In addition, the recipient shall submit a final SF 425 in electronic or paper form to NASA within 90 calendar days after the end date of the period of performance. The final SF 425 shall pertain only to the completed award and shall include total disbursements from inception through completion. The report shall be marked “Final.” The final SF 425 shall be submitted to NASA per the Grants and Cooperative Agreement Manual (GCAM) Exhibit E, Required Publications and Reports, A copy of the GCAM is located at https://prod.nais.nasa.gov/pub/pub\_library/srba.

(c) By signing any report delivered under the award, the authorizing official for the recipient certifies to the best of his or her knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and intent set forth in the award documents. The authorizing official by signing the report also certified he or she is aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject him or her to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code, Title 18, Section 1001 and Title 31 Section 3729-3733 and 3801-3812.)

(d) Unless otherwise directed by the Grant Officer, any unexpended balance of funds which remains at the end of any funding period, except the final funding period of the award, may be carried over to the next funding period, and may be used to defray costs of any funding period of the award. This includes allowing the carryover of funds to the second and subsequent years of a multiple year award. Unexpended funds from one award may not be carried over to a new or different award. This term and condition also applies to subawardees/subcontractors performing substantive work under the award. NASA reserves the right to remove unexpended balances from awards when insufficient efforts have been made by the awardee to liquidate funding balances in a timely fashion.

 **GCAM Appendix D9. Rights in Data (Aug 2019)**

 (a) “Data,” as used in this term and condition, means recorded information, regardless of form, the media on which it may be recorded, or the method of recording. The term includes, but is not limited to, data of a scientific or technical nature, and any copyrightable work, including computer software and documentation thereof.

(b) As to data first produced by recipient in carrying out recipient's responsibilities under this award in which the recipient asserts copyright, or data for which copyright ownership was acquired under the grant, the recipient grants to the Federal Government (Government), a royalty-free, nonexclusive and irrevocable license to use, reproduce, distribute (including distribution by transmission) to the public, perform publicly, prepare derivative works, and display publicly, data in whole or in part and in any manner for Federal purposes and to have or permit others to do so for Federal purposes only.

(c) In order that the Government may exercise its license rights in data, the Government, upon request to 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, and authorize others to receive such data to use for Federal purposes.

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

“(1) In the event data first produced by the recipient in carrying out recipient's responsibilities under this award 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 and disclosed and used by the Government and its contractors (under suitable protective conditions) only for experimental, evaluation, research and development purposes, by or on behalf of the Government for an agreed to period of time, and thereafter for Federal purposes as defined in Appendix D9 (b).”

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

“(1) As to data first produced by NASA in carrying out NASA's responsibilities under a cooperative agreement and which data would embody trade secrets or would comprise commercial or financial information that is privileged or confidential if it has been obtained from 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 the information, with the express understanding that during the aforesaid period such data may be disclosed and used (under suitable protective conditions) by or on behalf of the Government for Government purposes only, and thereafter for any purpose whatsoever without restriction on disclosure and use. Recipient agrees not to disclose such data to any third party without NASA's written approval until the aforementioned restricted period expires.”

 **GCAM Appendix D10. National Security (Aug 2019)** (Applicable for all purchase orders/subcontracts,)

NASA awards normally do not involve classified information. However, if it is known in advance that an award involves classified information or if the work on the award is likely to develop classified information, individuals performing on the award who will have access to the information must obtain the appropriate security clearance in advance of performing on the award, in accordance with NASA Procedural Requirements (NPR) 1600.2, NASA Classified National Security Information (CNSI) w/Change 2. When access to classified information is not originally anticipated in the performance of an award, but such information is subsequently sought or potentially developed by the award recipient, the NASA Grant Officer who issued the award shall be notified immediately, and prior to work under the award proceeding, to implement the appropriate clearance requirements.

 **GCAM Appendix D11. Nondiscrimination (Aug 2019)** (Applicable for all purchase orders/subcontracts except for those for commercially available supplies, materials, equipment, or general support services.)

(a) To the extent provided by law and any applicable agency regulations, this award and any program assisted thereby are subject to the provisions of Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education amendments of 1972 (Pub. L. 92-318, 20 U.S.C. 1681 et seq.), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975 (Pub. L. 94-135), the implementing regulations issued pursuant thereto by NASA, and the assurance of compliance which the recipient has filed with NASA.

(b) Except for commercially available supplies, materials, equipment, or general support services, 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.

(c) Work on NASA awards is subject to the provisions of Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d-1), Title IX of the Education Amendments of 1972 (20 U.S.C. 1680 et seq.), section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), and the NASA implementing regulations (14 CFR parts 1250, 1251, 1252, and 1253).

 **GCAM Appendix D12. Clean Air and Water (Aug 2019)** (Applicable for all purchase orders/subcontracts.)

(a) Comply with applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. 7401 et seq.) and of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).

(b) Ensure that no portion of the work under this award will be performed in a facility listed on the Environmental Protection Agency (EPA) List of Violating Facilities on the date that this award was effective unless and until the EPA eliminates the name of such facility or facilities from such listings.

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

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

(e) Report violations to NASA and to EPA.

**GCAM Appendix D13. Investigative Requirements (Aug 2019)** (Applicable where Seller will have physical access to a Federally controlled facility and/or routine access to a Federally-controlled information system.)

(a) NASA reserves the right to perform security checks and to deny or restrict access to a NASA Center, facility, or computer system, or to NASA technical information, as NASA deems appropriate. To the extent the recipient needs such access for performance of the work, the recipient shall ensure that individuals needing such access provide the personal background and biographical information requested by NASA. Individuals failing to provide the requested information may be denied such access.

(b) All requests to visit a NASA Center or facility must be submitted in a timely manner in accordance with instructions provided by that Center or facility.

**GCAM Appendix D14. Travel and Transportation (Aug 2019)** (Applicable for all purchase orders/ subcontracts.)

(a) The Fly American Act, 49 U.S.C. 1517, requires the recipient to use U.S. flag air carriers for international air transportation of personnel and property to the extent that service by those carriers is available.

(b) Department of Transportation regulations, 49 CFR 173, govern recipient shipment of hazardous materials and other items.

**GCAM Appendix D15. Safety (Aug 2019)** (Applicable for all purchase orders/subcontracts.)

(a) 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 will notify the NASA Grant Officer immediately (within one workday) of any accident involving death, disabling injury or substantial loss of property in performing this award. The recipient will immediately (within one workday) advise NASA of hazards that come to its attention as a result of the work performed.

(b) Where the work under this award involves flight hardware, the hazardous aspects, if any, of such hardware will be identified, in writing, by the recipient. Compliance with this term and condition by subawardees/ subcontractors shall be the responsibility of the recipient.

**GCAM Appendix D17. Investigation of Research Misconduct (Aug 2019)** (Applicable for all purchase orders/subcontracts.)

Recipients of this award are subject to the requirements of 14 CFR 1275, “Investigation of Research Misconduct.”

**GCAM Appendix D18. Allocation of Risk/Liability (Aug 2019)** (Applicable for all purchase orders/ subcontracts. “U.S. Government” means “U.S. Government and Lockheed Martin.”)

(a) With respect to activities undertaken under this award, the recipient agrees not to make any claim against NASA or the U.S. Government with respect to the injury or death of its employees or its subawardees/contractors and subaward/subcontractor employees, or to the loss of its property or that of its subawardees/contractors and subawardees/subcontractors, whether such injury, death, damage or loss arises through negligence or otherwise, except in the case of willful misconduct.

(b) In addition, as applicable, the recipient agrees to indemnify and hold the U.S. Government and its contractors and subcontractors harmless from any third party claim, judgment, or cost arising from the injury to or death of any person, or for damage to or loss of any property, arising as a result of its possession or use of any U.S. Government property. If State law prohibits the recipient from accepting indemnification, then the recipient shall ensure this term and condition applies to all subrecipients, subawardees, contractors or subcontractors under this award.

**GCAM Appendix D24. Designation of New Technology Representative and Patent Representative (Aug 2019)** (Notification shall be submitted to Lockheed Martin Procurement Representative. Communications with the Government under this clause will be made through Lockheed Martin.)

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

* New Technology Representative
* Patent Representative

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the term and condition, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative, with notification to the Grant Officer, unless transmitted in response to correspondence or request from the Patent Representative. Inquires or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This term and condition shall be included in any subaward/subcontract hereunder requiring a “New Technology” term and condition or “Patent Rights—Retention by the Contractor (Short Form)” term and condition unless otherwise authorized or directed by the Grant Officer. The respective responsibilities and authorities of the above named representatives are set forth in the Grants and Cooperative Agreement Manual.

**GCAM Appendix D30. Access to Research Results (Aug 2019)** (Communications with the Government under this clause will be made through Lockheed Martin.)

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

Scientific Research,” which covers public access to digital scientific data and peer-reviewed publications. For purposes of this term and condition, the following definitions apply:

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

(2) Final Peer-Reviewed Manuscript: The final text version of a peer-reviewed article disclosing the results of scientific research which is authored or co-authored by the Awardee or funded, in whole or in part, with funds from a NASA award, that includes all modifications from the publishing peer review process, and all graphics and supplemental material prepared by Awardee.

(b) The recipient shall:

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

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

(3) Ensure that any publisher’s agreements entered into by an Awardee will allow for the Awardee to comply with these requirements including submission of Final Peer-Reviewed Manuscripts to the NASA-designated repository, as listed in (b)(2), with sufficient rights to permit such repository to use such Final Peer-Reviewed Manuscript in its normal course, including rights to permit users to download XML and plain text formats.

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

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

**Funding Activities with China** (Applicable for all purchase orders/subcontracts.)

(a) Pursuant to The Department of Defense and Full-Year Appropriation Act, Public Law 112-10, Section 1340(a); The Consolidated and Further Continuing Appropriation Act of 2012, Public Law 11255, Section 539; and future-year appropriations (hereinafter, "the Acts"), NASA is restricted from using funds appropriated in the Acts to enter into or fund any grant or cooperative agreement of any kind to participate, collaborate, or coordinate bilaterally with China or any Chinese-owned company, at the prime recipient level or at any subrecipient level, whether the bilateral involvement is funded or performed under a no-exchange of funds arrangement.

(b) Definition: "China or Chinese-owned Company" means the People's Republic of China, any company owned by the People's Republic of China, or any company incorporated under the laws of the People's Republic of China.

(c) The restrictions in the Acts do not apply to commercial items of supply needed to perform a grant or cooperative agreement.

(d) Subaward - The recipient shall include the substance of this provision in all subawards made hereunder.

**Personal Identity Verification of Recipient Personnel (Dec 2014)** (Applicable where Seller will have physical access to a Federally controlled facility and/or routine access to a Federally-controlled information system.)

(a) The Recipient shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The 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:

(1) When no longer needed for grant performance.

(2) Upon completion of the Recipient’s employee’s employment.

(3) Upon grant completion or termination.

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

(d) The Recipient shall insert the substance of this clause, including this paragraph (d), in all subcontracts or subagreements when their employees are required to have routine physical access to a Federally controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the 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.