ADDITIONAL GOVERNMENT CONTRACT PROVISIONS

Where necessary to derive proper meaning in a subcontract situation from these provisions, “Recipient” means “Seller”, “Grant Officer” means “Buyer”, “Grant” means this Order and “Government” means “Buyer or the Government”. However, the words “Government” and “Grant Officer” do not change: (a) when a right, act, authorization or obligation can be granted or performed only by the Government or the NASA Grant Officer or duly authorized representative and (b) when title to property is to be transferred directly to NASA.

THE TERMS AND CONDITIONS LISTED ABOVE ARE INCORPORATED BY REFERENCE.

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

(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.

(End of Term and Condition)

24. Restrictions on Funding Activities with China
(a) Pursuant to The Department of Defense and Full-Year Appropriation Act, Public Law 112-10, Section 1340(a); The Consolidated and Fut1her Continuing Appropriation Act of 2012, Public Law 112-55, Section 539; and future-year appropriations (hereinafter, "the Acts"), NASA is restricted from using funds appropriated in the Acts to enter into or fund any grant or cooperative agreement of any kind to participate, collaborate, or coordinate bilaterally with China or any Chinese-owned company, at the prime recipient level or at any subrecipient level, whether the bilateral involvement is funded or performed under a no-exchange of funds arrangement.
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(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.

(End of Term and Condition)

25. 1800.930 Access to Research Results (Nov 2016)

(a) This award is subject to the requirements of the, “NASA Plan: Increasing Access to the Results of Scientific Research,” which covers public access to digital scientific data and peer-reviewed publications. For purposes of this term and condition, the following definitions apply:

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

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

(b) The recipient shall:

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

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

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

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

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

(End of Term and Condition)

26. Limited Release of Recipient Confidential Business Information

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

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

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

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

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

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

(e) The Recipient agrees to include this provision, including this paragraph (e), in all subcontracts/sub-awards at all levels awarded pursuant to this grant/cooperative agreement that require the furnishing of confidential business information by the subcontractor/sub-recipient.

(End of Term and Condition)

27. Personal Identity Verification of Recipient Personnel (Dec 2014)

(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.

(End of Term and Condition)