ADDITIONAL GOVERNMENT CONTRACT PROVISIONS

THE PROVISIONS AND CLAUSES LISTED BELOW ARE INCORPORATED BY REFERENCE.

A. Provisions and/or clauses incorporated by reference have the same force and effect as if they were given in full text Source: 4 CFR Part 1260.


C. Copies of OMB Circulars referenced in the provisions may be obtained from the Office of Administration, Publications Unit, New Executive Office Building, Washington, DC 20503. An index of existing Circulars is contained in 5 CFR 1310 and is available at the http://www.whitehouse.gov/omb/circulars.

D. If any of the provisions and/or clauses are not applicable by their terms they shall be self-deleting. The full text of a FAR clause may be accessed electronically at: http://www.acquisition.gov/far/

E. Where necessary to derive proper meaning in a subcontract situation from these provisions and/or clauses, “Recipient” means “Seller”, “Grant Officer” means “Buyer” or “University of Colorado”, “Grant” means this Order and “Government” means “Buyer or the Government or University of Colorado”. 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 duly authorized representative and (b) when title to property is to be transferred directly to the Government Agency.

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(a) Where the term "contract" or "Contractor" is used in the "Patent Rights" clause, the term shall be replaced by the term "grant" or "Recipient," respectively.
(b) In each instance where the term "Federal Agency," "agency," or "funding Federal agency" is used in the "Patent Rights" clause, the term shall be replaced by the term "NASA."
(c) The following item is added to the end of paragraph (f) of the "Patent Rights" clause:
"(5) The Recipient shall include a list of any Subject Inventions required to be disclosed during the preceding year in the performance report, technical report, or renewal proposal. A complete list (or a negative statement) for the entire award period shall be included in the summary of research."
(d) The term "subcontract" in paragraph (g) of the "Patent Rights" clause shall include purchase orders.
(e) The NASA implementing regulation for paragraph (g)(2) of the "Patent Rights" clause is at 48 CFR 1827.304-4(a)(i).
(f) The following requirement constitutes paragraph (l) of the "Patent Rights" clause:
"(l) Communications. A copy of all submissions or requests required by this clause, 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 grant provisions. 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.
ADDITIONAL GOVERNMENT CONTRACT PROVISIONS

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 NASA Grant Officer, 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."

(g) 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.

(h) In the event NASA contractors are tasked to perform work in support of specified activities under a cooperative agreement and inventions are made by Contractor employees, the Recipient will normally retain title to its employee inventions in accordance with 35 U.S.C. 202, 14 CFR Part 1245, and Executive Order 12591. In the event the Recipient decides not to pursue rights to title in any such invention and NASA obtains 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.

(End of Provision)

22. Restrictions on Funding Activities with China for Awards Subject to 14 CFR § 1260

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

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

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

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

(End of Provision)

23. Central Contractor Registration and Universal Identifier Requirements

A. Requirement for Central Contractor Registration (CCR)

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 CCR 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 Data Universal Numbering System (DUNS) 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 DUNS 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. Central Contractor Registration (CCR) 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 CCR Internet site (currently at http://www.ccr.gov).

2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at http://fedgov.dnb.com/webform).
ADDITIONAL GOVERNMENT CONTRACT PROVISIONS

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 Sec. __.210 of the attachment to OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations”).
   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.

24. 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/subawards 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 Provision)

25. 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.
ADDITIONAL GOVERNMENT CONTRACT PROVISIONS

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 2 CFR part 1880.

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 2 CFR 1880.

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.

(End of Provision)