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.

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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 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.
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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. System of Award Management (formerly Central Contracting Registry) and Universal Identifier Requirements

Note: The System of Award Management has replaced the Central Contracting Registry System of Award Management 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, now part of the System of Award Management (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 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. The System of Award Management, 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 System of Award Management Internet site (currently at http://www.sam.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 the Internet (currently at http://www.dnb.com/get-a-duns-number.html).
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).
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.

(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;
ADDITIONAL GOVERNMENT CONTRACT PROVISIONS

(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)