

FIXED PRICE CONTRACTOR CONTRACT NO. 01107
UNDER NASA AWARD NO. NNX16AE30A, CFDA NO. 43.001

“NASA@ My Library: A National Earth and Space Science Initiative that Connects NASA, Public Libraries, and their Communities”

SCHEDULE

ARTICLE 1. CONTRACTING PARTIES

The contracting parties are the Space Science Institute, a nonprofit corporation organized and existing under the laws of the State of Colorado (hereinafter SSI), and City of San Antonio- Finance Department: San Antonio Library (hereinafter “Contractor”). The Contractor’s contact information is:

Contract Representative: _____
City of San Antonio, Texas - Finance Department: San Antonio Library
Address: PO BOX 839976
San Antonio TX 78283-3976
PH: 210-207-2624
Email: morgan.yoshimura@sanantonio.gov
TIN/EIN 74-6002070
UEI LC5QCFLLCDJ4
DUNS

ARTICLE 2. POINTS OF CONTACT

2.1 The SSI Contract Representative is Brittany S. Russell. The SSI staff member who will administer substantive aspects of this Contract is Anne Holland. The SSI contact information for contractual matters, notices, and consents is:

Space Science Institute
4765 Walnut St. Suite B
Boulder, CO 80301
Phone: 720.974.5867
Fax: 720.974.5838
bsrussell@spacescience.org

2.2 The Contractor’s Contract Representative is _____, whose contact information is _____ and PH: _____. Contractor may not substitute other personnel for the Contract Representative, nor remove or divert the Program Contact or Contract Representative from performing work under this Contract without SSI’s written consent.

2.3 The parties agree that all administrative and contractual matters shall be handled through the Contract Representatives designated above. Only the designated SSI Contract Representative may issue change orders or other instructions that would result in a change to this Contract. Each party shall provide all notices and consents required under this Contract in writing, by fax or by U.S. mail. ***The designated SSI Contract Representative is Brittany S. Russell. Contractor acts at its own risk by accepting the PI’s statement, written or verbal, that Contractor may engage in work outside the Period of Performance and/or that Contractor may invoice SSI in excess of the allotted contract amount.***

ARTICLE 3. ENTIRE AGREEMENT & ORDER OF PRECEDENCE

- 3.1 This Contract consists of the Schedule, SSI's General Provisions (Exhibit A), and any other documents or exhibits designated by SSI as part of the Contract. These items constitute the entire understanding and agreement between the parties and shall supercede any prior agreements not incorporated in the Contract.
- 3.2 Any inconsistency in this Contract shall be resolved by giving precedence in the following order: (1) contract Schedule; (2) SSI's General Provisions; and (3) other documents, exhibits, and attachments.

ARTICLE 4. CONTRACT INFORMATION

- 4.1 *Effective date:* The effective date of this contract shall be the date of final signature: _____.
- 4.2 *Completion date:* 11/30/2025.
- 4.3 *Period of performance:* The effective date and completion date define this Contract's period of performance. The period of performance may be extended through the issuance of a contract modification.

ARTICLE 5. STATEMENT OF WORK

5.1 Tasks. The Contractor shall perform the following tasks ("Work") during the period of performance. The Contractor shall provide all facilities and personnel necessary to perform the task(s) unless otherwise noted.

Technical Representative and Tasks. The Contractor shall perform the following tasks ("Work") during the period of performance (see Deliverables in Exhibit B for additional details) as part of its partnership with the *NASA@ My Library* program. The Contractor shall provide all facilities and personnel necessary to perform the task(s) unless otherwise noted.

Contract Representative. SSI will facilitate all work completed under the Prime Award and will administer this Contract. This means that any subcontracts, including those for experienced trainers and consultants, under this contract must have prior written approval by the SSI contract representative and authorized signatory representative prior to the contract taking place. The SSI contract representative is Brittany S. Russell.

ARTICLE 6. ALLOWABLE COSTS AND PAYMENT

6.1 *Estimated Cost.*

Estimated Total Contract Amount: \$25,000.00

6.2 *Amount Allotted.* The amount currently allotted to this Contract is \$10,000.00.

6.3 *Invoices.* Per the deliverables and invoicing schedule in Exhibit B, Contractor shall submit signed invoices for allowable costs and payments to SSI via email to SSIAP@spacescience.org using a pre-approved invoicing template or, in hard-copy triplicate to the following address:

Space Science Institute
4765 Walnut Street, Suite B
Boulder, Colorado 80301
Attn: Accounts Payable

Invoices shall include a description of work in sufficient detail to justify costs, dates the work was performed, the SSI agreement number, amount of the invoice, amount invoiced to date, and shall contain a certification stating that the costs are accurate and correct. All receipts for allowable, related expenses will be retained by the State Libraries and made available to SSI, NASA, or any auditor upon request for a period of up to three years past the end date of the Prime NASA award funding this work.

- 6.4** *Payment.* Payment will not be made unless Contractor has performed satisfactorily, *the invoices clearly indicate the number of the SSI agreement, the nature of each cost or charge, the date those charges were incurred, and Contractor has not billed SSI in excess of the amount currently allotted to the Contract.* Contractor’s final invoice must be received by SSI within sixty (60) calendar days after the termination date of this Contract, and it must be marked “FINAL.”
- 6.5** *Payment Resolution* SSI will not unreasonably decline payment of any invoice; however, SSI may decline payment for an invoiced cost for reasons including but not limited to insufficient expense documentation for purposes of allowability determinations and/or unallowability under applicable award terms, federal regulations, state regulations, and/or the terms of this contract.

If SSI declines payment for initially invoiced costs, Contractor has the opportunity to dispute this determination by providing a written request for reexamination. The written request must be submitted to ssiap@spacescience.org and bsrussell@spacescience.org and received by SSI no more than six (6) months from the notice of whole or partial rejection date. After six (6) months, SSI shall not have an obligation to review disputed claims but, in unique circumstances, may do so in its own discretion.

SSI shall respond within 30 days from receipt of a complete dispute request. A complete dispute request shall include justification of costs including supporting documentation. A dispute will be deemed complete at SSI’s sole discretion. If Contractor fails to provide materials requested by SSI to complete the dispute request within thirty (30) days from the date of that request, the dispute will not be reexamined.

ARTICLE 7. RECORDS AND AUDITS

- 7.1** *Financial Records.* Contractor agrees to maintain adequate financial records in accordance with generally accepted accounting practices. To substantiate costs, any transaction document(s) must clearly describe the nature of each expense, as authorized in the approved budget and/or terms of this Contract.
- 7.2** *Record Retention & Audit.* Contractor acknowledges that payment under this Contract is made with federal funds. Recipients of federal funds must retain all records related to the Contract and make them available for examination by SSI or the Federal Government for a period of at least three (3) years from the date of submission of the final invoice. Recipients are also subject to various statutory and regulatory audit requirements.

ARTICLE 8. CONFIDENTIALITY

- 8.1** In the course of performing the Work, SSI and Contractor may acquire information from the other that is confidential, proprietary, or non-public in nature (“confidential information”). Confidential information shall include, but not be limited to, financial, technical, design, and

- other information concerning the Work or SSI or Contractor, whether in written, oral, or electronic format, including all notes, analyses, or studies. Confidential information does not include any information that (a) has become generally available to the public other than as a result of disclosure by either party; (b) was available to either party on a non-confidential basis prior to its disclosure; (c) was discovered as a result of a valid court order or subpoena, or a valid request from a governmental authority; or (d) becomes available to either party on a non-confidential basis from a source other than SSI or Contractor, provided that the source of such information was not prohibited from disclosing the information to the party.
- 8.2** Both parties agree to keep confidential information confidential and shall not, without prior, written permission of the appropriate party, disclose such information in any manner whatsoever, in whole or in part.
- 8.3** Both parties agree that each shall be responsible for any breach of this Article by their representatives.

ARTICLE 9. INDEMNIFICATION

- 9.1** Contractor agrees to indemnify and hold harmless SSI (and its board of directors, officers, and employees) from any liability, loss, injury, damage, claim, suit, cost, or expense, including court costs and attorney's fees, arising out of Contractor's performance of the Work under this Contract. SSI (its directors, officers, and employees) shall not be liable for any injuries or damages to any person, entity, or property in connection with Contractor's performance of the Work, except to the extent caused by the willful or negligent conduct of SSI.
- 9.2** With respect to activities undertaken under this Contract, Contractor agrees not to make any claim against the Federal Government with respect to the injury or death of its employees or its subcontractor employees, or to the loss of its property or that of its subcontractors, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of willful misconduct. Contractor agrees to indemnify and hold harmless the Federal Government and its contractors 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.

ARTICLE 10. TERMINATION

- 10.1** *For convenience.* SSI may terminate this Contract for convenience upon providing Contractor with written notice. Upon receipt of such notice, Contractor agrees to make no further commitments under the Contract, and to take all reasonable actions to cancel outstanding obligations. If SSI cancels for convenience, the total cost of the Contract at the time of termination shall be informally negotiated between the parties. If no informal agreement is reached within seven (7) days, then the mediation procedures established in the Disputes clause shall apply. In no event may the amount paid upon termination exceed the amount of the Contract.
- 10.2** *For default/cause.*
- .1** If Contractor fails to perform as agreed in this Contract, then SSI may terminate this Contract, in whole or in part, by providing Contractor with written notice of default that specifies Contractor's failures. Contractor shall have ten days from receipt of such notice to cure the default, or more, if authorized by SSI.

- .2 Once Contractor receives a notice of default, if it is determined that Contractor was not in default, or that the failure to perform arose from causes beyond Contractor's control and without its fault or negligence, then the termination by SSI shall be deemed to be one for convenience rather than default, and the effects of termination for default set forth below shall not apply. Examples of causes that shall be deemed beyond a party's control are catastrophic events, such as fires or floods, and the acts of third parties, such as strikes and freight embargoes.
- .3 If this Contract or any part of it is terminated for default, then the following provisions shall apply: (1) Contractor shall be liable to SSI for any actual damages incurred as a result of the default. (2) SSI may acquire, at its discretion, goods or services similar to those terminated, and Contractor shall be liable to SSI for the excess costs above the Contract amount incurred to procure such goods or services. (3) SSI may require Contractor to transfer title and deliver to it any completed portion of any products or materials specified in this Contract, and to protect and preserve property in Contractor's possession in which SSI has an interest. (4) SSI shall pay the amounts agreed to for the completed portion of products delivered and accepted, or for services performed. Both parties shall agree on the amount of payment for products delivered or services performed, and for the preservation of property. SSI may withhold from these amounts any sum that SSI determines is necessary to protect it against loss from outstanding amounts or damages owed by Contractor, or any outstanding claims against Contractor, including, without limitation, liens. (5) The rights and remedies under this Contract shall be in addition to any other rights provided under law, such as the Uniform Commercial Code, or under this Contract and any referenced documents.

ARTICLE 11. CERTIFICATIONS

11.1 By accepting this Contract, Contractor hereby certifies each of the following:

Contractor is in compliance with the following federal statutes prohibiting discrimination and assures SSI that its performance in connection with this Contract shall continue to be in compliance with these statutes and their implementing regulations: (1) That Contractor is not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. (2) That Contractor is not delinquent on any Federal debt. (3) That Contractor will provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988 (41 USC 701) and its implementing regulations. (4) That Contractor has not paid or received funds in violation of the Byrd Anti-Lobbying Amendment (31 USC 1352), and has complied with any applicable reporting requirements. (5) That Contractor is in compliance with Executive Order 11246, "Equal Employment Opportunity", as supplemented by the regulations at 41 CFR Part 60.

11.2 Contractor agrees to notify SSI immediately if there is any change of status in the subarticles above.

IN WITNESS THEREOF, the authorized officers of the respective parties do hereby set their hand.

Space Science Institute

Contractor

Brittany S. Russell
Grants & Contracts Administrator

Name:
Title

Date

Date

EXHIBIT A - SSI'S General Provisions for NASA Contracts

AWARD TERMS AND CONDITIONS Location	Title	Date
Appendix A to 2 CFR Part 25	Universal identifier and System of Award Management (SAM).	Dec. 26, 2014
Appendix A to 2 CFR Part 170	Reporting Subaward and Executive Compensation	Dec. 26, 2014
2 CFR 175	Trafficking in persons.	Dec. 26, 2014
2 CFR 182	Government-wide requirements for Drug-Free Workplace	Dec. 26, 2014
2CFR 183	Never Contract with the Enemy	Nov. 12, 2020
GCAM Appendix D1	Compliance with Title 2 of the Code of Federal Regulations, Grants and Agreements	Oct. 31, 2022
GCAM Appendix D2	System for Award Management and Unique Entity Identifier	Oct. 31, 2022
GCAM Appendix D3	Technical Publications and Reports	Oct. 31, 2022
GCAM Appendix D4	Reporting Subawards and Executive Compensation	Oct. 31, 2022
GCAM Appendix D5	Extensions	Oct. 31, 2022
GCAM Appendix D6	Termination and Enforcement	Oct. 31, 2022
GCAM Appendix D7	Change in Principal Investigator or Scope	Oct. 31, 2022
GCAM Appendix D8	Financial Management	Oct. 31, 2022
GCAM Appendix D9	Equipment and other Property	Oct. 31, 2022
GCAM Appendix D10	Patent Rights	Oct. 31, 2022
GCAM Appendix D11	Rights in Data	Oct. 31, 2022
GCAM Appendix D12	National Security	Oct. 31, 2022
GCAM Appendix D13	Non-Discrimination	Oct. 31, 2022
GCAM Appendix	Clean Air and Water	Oct. 31, 2022

Unless otherwise specified, the terms and conditions in D1 to D22 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 to view the NASA Grant and Cooperative Agreement Manual (GCAM).

ASSIGNMENT

Consultant shall not assign or transfer any interest in this Contract to another party without the written consent of both parties. Notwithstanding any assignment, whether or not consented to, Consultant shall remain liable for all obligations under this Contract.

CATALOG FEDERAL DOMESTIC ASSISTANCE (CFDA)

The applicable Catalog of Federal Domestic Assistance (CFDA) number for this award is 43.001 - Science. The Federal Awardee/Recipient shall use this CFDA number for all Federal reporting, as required.

DISPUTES; CHOICE OF LAW

- (a) Any claim or controversy arising out of or relating to this Contract shall be submitted to non-binding mediation prior to the filing of any legal action, the costs of mediation to be shared equally by the parties. The mediator shall be chosen by the parties; however, if the parties cannot agree, the mediator shall be appointed by the then current president of the Boulder County (Colorado) Bar Association and his/her selection shall be binding on the parties. Neither party may file suit against the other unless the mediator first certifies in writing that mediation efforts have failed and further efforts are unlikely to resolve the issues in dispute.
- (b) If any action is brought in a court by either party concerning the enforcement, interpretation, or construction of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees, as well as costs, including expert witness fees, incurred in the prosecution or defense of such action.
- (c) This Contract shall be governed and interpreted under the laws of the United States of America. In the event that litigation arises out of or relates to this Contract, such litigation will be conducted in a location mutually agreed upon by both parties within five (5) business days of such necessity arising.
- (d) If any provision of this Contract is determined to be illegal, invalid, or unconstitutional by any court of competent jurisdiction, or by any regulatory agency having jurisdiction, such determination shall have no effect on the validity of any other provision of this Contract.

FEDERAL, STATE, AND LOCAL TAXES

Unless otherwise provided for in the Contract, the costs and payments established in this Contract include all applicable Federal, State, and local taxes and duties.

EQUAL OPPORTUNITY [FAR 52.222-26 – 4/84]

(The following Article is applicable unless this Contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor issued under Executive Order 11246, as amended; for example, work performed outside the United States by employees recruited outside the United States is exempt from the requirements of this Article. If, during any 12-month period [including the 12 months preceding the award of this Contract], the Consultant has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Consultant shall comply with FAR 52.222-26 during performance of this Contract. Upon request, the Consultant shall provide information necessary to determine the applicability of this Article.) Incorporate by reference FAR 52.222-26, Equal Opportunity (E.O. 11246).

INSURANCE AND LIABILITY

- (a) Through either a commercial insurance carrier or reasonable self-insurance mechanism, Consultant agrees to maintain adequate and appropriate types and amounts of insurance, including, but not limited to, insurance for worker's compensation, comprehensive general liability insurance, and employer's liability insurance.
- (b) Each party agrees to be responsible for any and all claims that result from its performance or failure to perform its duties.

INVALIDITY

If any provision in this Contract is invalid, illegal, or unenforceable, the remaining provisions shall not be affected or impaired thereby, and there shall be substituted for the invalid, illegal, or unenforceable provision the most similar provision that is valid, legal, and enforceable.

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 pre-award 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/subrecipient.

NO JOINT VENTURE

(a) Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to act toward third persons or the public in any manner that would indicate any such relationship.

(b) In the performance of this Contract, Consultant shall be deemed to be and shall be an independent contractor and shall not be entitled to any benefits applicable to employees of SSI.

NONDISCRIMINATION

(a) Consultant acknowledges that Federal financial assistance will be provided in connection with this Contract. By accepting this Contract, Consultant certifies that it is in compliance with the following Federal statutes prohibiting discrimination. Consultant also assures SSI that its performance and actions under the Contract will continue to be in accordance with these statutes and any applicable implementing regulations:

(1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000(d)(1), which prohibits discrimination on the basis of race, color, or national origin;

(2) Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et. seq.*), which prohibits discrimination on the basis of sex;

(3) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), which prohibits discrimination against otherwise qualified persons on the basis of disability;

(4) The Age Discrimination Act of 1975 (42 U.S.C. § 6101), which prohibits discrimination on the basis of age; and

(5) The Americans with Disabilities Act of 1990 (42 U.S.C. § 12101), which addresses discrimination against individuals with disabilities.

(b) Unless otherwise exempt by applicable federal statute or regulation, Consultant shall include a provision identical to this clause in every contract or purchase order entered into with third parties in connection with this Contract, so that these terms and conditions shall be binding upon such contractor or vendor.

NOTICE TO SSI OF LABOR DISPUTES [FAR 52.222-1 – 2/97]

(a) If the Consultant has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Consultant shall immediately give notice to SSI. The initial notice shall include the following:

(1) Identification of parts/materials, etc., which are or may be affected;

- (2) Brief description of work-around plans to avoid delivery or performance delays. If the actual or potential dispute involves a lower-tier subcontractor, advise as to potential alternate sources;
 - (3) Other Government agencies having responsibility for any functions concerning the affected operation, e.g., quality control, agency resident representative, etc., and the title, name and telephone of the agency representative.
 - (4) Other Government agencies which have been notified of the situation, and if available, the title, name and telephone number of any representative of another agency who is involved with the actual or threatened labor dispute;
 - (5) Specific information regarding transportation of parts/materials or personnel which is or may be affected;
 - (6) Manufacturer/Subcontractor and union data to include:
 - (A) Name, address and telephone numbers of the manufacturer/subcontractor representative and Industrial Relations Representative to be contacted for further information;
 - (B) Union's name and local lodge number, if known. If any of the required information is not available when providing the initial notice, indicate when it is estimated that such information can be provided.
- (b) Consultant agrees to insert the substance of this Article, including this paragraph (b), in any subcontract to which a labor dispute may delay the timely performance of this Contract; except that each such subcontract shall provide that, in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the next higher-tier subcontractor or SSI, as the case may be, concerning the dispute.

PERSONAL IDENTITY VERIFICATION OF RECIPIENT PERSONNEL (DEC 2014)

- (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 (PIPS 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.

PUBLICATIONS AND ACKNOWLEDGEMENT OF SUPPORT

- (a) Consultant shall be free to publish results of the Work, provided that two (2) review copies of materials intended for publication are submitted to SSI thirty (30) days prior to publication. Consultant agrees to give SSI's review comments serious consideration prior to publishing, and to acknowledge NASA and SSI support in any publication (including World Wide Web pages) in the following terms: "The material is based upon work supported by the National Aeronautics and Space Administration under Grant No. **NNX16AE30A**. The work was also assisted and supported by the Space Science Institute, which was the recipient of the grant." All materials, except scientific articles or papers published in scientific journals, must also contain 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 NASA or the Space Science Institute."
- (b) Consultant acknowledges that the use of the NASA logo is governed by Federal regulation. Therefore, Consultant agrees that it will obtain SSI's approval of any element of the Work that contains the NASA logo before Consultant produces that element of the Work.

RESTRICTIONS ON THE USE OF THE NASA SEAL, INSIGNIA, LOGOTYPE, PROGRAM IDENTIFIERS, OR FLAGS (DEC 2014)

- (a) 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.
- (b) The use of these devices by recipients shall be governed by the requirements and restrictions set forth at 14 CFR §§ 1221.109-113. Requests for use of these devices by recipients shall be subject to the prior written approval of the NASA Grant Officer in conjunction with the NASA Headquarters, Office of Communications.
- (c) The use of these devices by recipients 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.

RIGHTS IN DATA

- (a) Consultant hereby grants to SSI and NASA an irrevocable, worldwide, royalty-free, non-exclusive, nontransferable license to exercise any rights to the data and materials developed by Consultant during performance of the Work. "Materials" shall mean any text, documents, reports, books, journal articles, software, databases, drawings, paintings, illustrations, artwork, sound recordings, videotapes, videodiscs, and recorded information, regardless of medium from or medium in which recorded, and any copyrightable work. The license rights granted in this article shall include the rights to use, reproduce, distribute (including distribution by transmission) to the public, perform publicly, prepare derivative works, and display publicly, data and materials in whole or in part and in any manner for SSI's purposes, or in the case of NASA, for Federal purposes, and to have or permit others to do so for Federal purposes only. "Federal purposes" include competitive procurement but do not include the right to have or permit others to use data for commercial purposes. Nothing herein shall be deemed to limit SSI's right to collect or charge fees in connection with its license rights, provided such commercial use is consistent with its status as a nonprofit organization.
- (b) SSI hereby grants to Consultant the right to distribute for informational purposes the data and materials developed by Consultant during performance of the Work. If Consultant will use the data and materials for a commercial purpose, Consultant must obtain SSI's prior, written approval.

SUBAWARDS & SUBCONTRACTS

Consultant shall not enter into subawards, contracts, or subcontracts using funds provided under this Contract without prior, written approval from SSI.

TRAVEL

If Consultant is an organization, Consultant's employees traveling under this Contract shall be reimbursed by Consultant. Consultant shall provide SSI a written copy of its current Travel Policy and all required backup, as per the Federal Travel Regulations, prior to any travel reimbursement on submitted invoices.

USE OF NAME

Neither Consultant nor SSI shall use this Contract, or the other party's name, or that of any member of the other party's staff, for publicity or advertising purposes without prior written approval of the other party. This restriction shall not include internal documents available to the public that identify the existence of the Contract.

Reporting Requirements Regarding Sexual Harassment, Other Forms of Harassment, or Sexual Assault (April 9, 2020)

- (a) 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.
- (b) For purposes of this term and condition, the following definitions apply:
 - (1) 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.

(2) 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.

(3) 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.

(4) 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.

(c) 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.² 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-harassment-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.³

(d) 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.

(e) Each report must include the following information:

- NASA Award Number;
- Name of PI or Co-I being reported;⁴

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:

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

(f) 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 the recipient's 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 recipient 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.

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 200.331, 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. 80NSSC21K0796 Page 10 of 19 Basic

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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 implementing regulations, 35 C.F.R. Part 99, the recipient shall comply with those requirements.

[End of Term and Condition]

EXHIBIT B - Consultant's Estimated Costs & Statement of Work

Participate in virtual meetings and begin to plan in-person prototyping in coordination with SSI staff. We acknowledge that this contract will be amended to include the full SoW once SSI receives their full extension

Invoices shall be submitted to ssiap@spacescience.org.

Invoices shall include a description of work in sufficient detail to justify costs (1-2 pages that summarizes the activities performed as listed under each Deliverable above), dates the work was performed, the SSI agreement number, amount of the invoice, amount invoiced to date, and shall contain a certification stating that the costs are accurate and correct. All receipts for allowable, related expenses will be retained by the State Libraries and made available to SSI, NASA, or any auditor upon request for a period of up to three years past the end date of the Prime NASA award funding this work.

Invoices will contain the following certification statement: *I hereby certify that the reporting of activities and expenses are a true and accurate reporting for the time period reported and that will be the basis of a claim against the federal government.*