



EXECUTIVE SUMMARY

Recommendation that the Broward College District Board of Trustees ratify the First Amendment to the agreement with Florida International University for the Student Apprenticeships in Aerospace Advanced Manufacturing (SA3M) sponsored by the U.S. National Aeronautical and Space Administration. Fiscal Impact: Revenue \$30,555.00

Presenter(s): Jeffrey Nasse, Provost and SVP of Academic Affairs

What is the purpose of this contract and why is it needed? The amendment serves to secure funding for the second year of the SA3M project, essential for continuing the development and implementation of student apprenticeships in Aerospace Advanced Manufacturing. This funding is crucial for sustaining the program's momentum, ensuring ongoing support for educational and practical training opportunities that equip students with the necessary skills for success in the aerospace manufacturing industry.

What procurement process or bid waiver was used and why? The procurement process for this agreement is not applicable, Broward College is the sub-recipient on a NASA grant awarded to Florida International University.

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting? The original SA3M award was authorized by the Board on March 16, 2023.

What fund, cost center and line item(s) were used? Student Apprenticeships in Aerospace Advanced Manufacturing (SA3M); GR001253; BU030; CC0020; FD200; PG000388

Has Broward College used this vendor before for these products or services? Yes, Broward College is currently engaged as with Florida International University as a sub-recipient to this grant.

Was the product or service acceptable in the past? Yes, Florida International University is carrying out the deliverables of this grant.

Was there a return on investment anticipated when entering this contract? Not applicable.

Was that return on investment not met, met, or exceeded and how? Not applicable.

Does this directly or indirectly feed one of the Social Enterprise tactics and how? The SA3M project, by securing funding for its second year, aligns with social enterprise tactics by advancing educational and workforce development initiatives within the aerospace manufacturing sector. This project not only provides practical and theoretical training to students but also aims at creating a skilled workforce that can contribute positively to the economy. By fostering partnerships between educational institutions, industries, and communities, the SA3M project embodies a social enterprise approach, driving social value through education and employment opportunities in a high-demand field.

Did the vendor amend Broward College's legal terms and conditions [to be answered by the Legal Office] if the College's standard contract was used and was this acceptable to the Legal Office?

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

FISCAL IMPACT:

Description: \$30,555 Revenue


Jeffrey Nasse

Jeffrey Nasse, Provost and SVP of Academic Affairs

2/27/2024








APPROVAL PATH: 11916: Amendment 1 to Student Apprenticeships in Aerospace Advanced Manufacturing (SA3M)

 **Workflow**

 Synchronize Routing

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Jeffrey Nasse	Provost and SVP of Academic Affair		Completed	
2	Natalia Triana-Aristizabal	Contracts Coordinator		Completed	
3	Jeffrey Nasse	Provost and SVP of Academic Affair		Completed	
4	Legal Services Review Group	Review and Approval for Form and		Completed	
5	Electronic Signature(s)	Signatures obtained via DocuSign b		Completed	
6	Pending Counter-Signature(s)	Review		Completed	
7	Board Clerk	Agenda Preparation		Completed	
8	District Board of Trustees	Meeting	06/25/24 01:00 PM	Pending	

FDP Subaward Amendment

Amendment No 1

Subaward No 000638

Pass-Through Entity (PTE)

Subrecipient

The Florida International University Board of Trustees

Entity Name Broward College

oredagremnts@fiu.edu

Contact Email sswaid@broward.edu

Dr. Cheng-Yu Lai

Principal Investigator Dr. Samar Swaid

Project Title Student Apprenticeships in Aerospace Advanced Manufacturing (SA3M)

PTE/Prime Award No. 80NSSC22M0134

Awarding Agency NASA Langley Research Center

Cumulative Budget Period(s)
(Agreement Start Date) (End Date of Latest Budget Period)
 Start Date: 05/16/2022 End Date: 05/15/2024

Amount Funded This Action
\$ 30,555.00

Total Amount of Funds Obligated to Date
\$ 69,244.00

Subrecipient Cost Share

Subject to FFATA

Subrecipient UEI (Unique Entity Identifier - May leave blank if unchanged from prior Agreement) G95LD67WQ8N5

Amendment(s) to Original Terms and Conditions

This Amendment revises the above-referenced Subaward Agreement as follows:

Additional Budget Period

Additional budget period 05/15/2023 - 05/15/2024 is hereby added to this Subaward.

No Cost Extension

Additional Funding

Additional funding in the amount of \$ 30,555.00 is hereby obligated to this Subaward.

Deobligation

Carryover is Automatic Carryover is allowed across all budget periods.

Carryover Authorized

Detailed Budget/Scope of Work/Notice of Award Attached (Specify if the Budget and Scope of Work are "New", "Revised", or "Supplemental" in dropdown or "Other")

A Detailed Budget is incorporated by attachment to this Amendment.

Other (See Below)

For clarity: all amounts stated in this amendment are in United States Dollars.

All other terms and conditions of this Subaward Agreement remain in full force and effect.

By an Authorized Official of PTE: Digitally signed by Regnier A. Jurado
 DN: cn=Regnier A. Jurado, o=Florida International University, ou=Office of Research & Economic Development, email=jurador@fiu.edu, c=US
 Date: 2024.04.04 11:02:00 -04'00'

By an Authorized Official of Subrecipient: Date 03/24/2024

Name Regnier A Jurado (nm)
 Title Director, Research Management Solutions

Name Dr. Barbara Bryan
 Title College President

Item	Year 1	Year 2	Year 3*	Total	Description
	Cost				
Student Stipends	\$ 7,858	\$ 7,858	\$ 7,858	\$ 23,575	NASA (1/year @ \$7300 + 7.65% fringe)
Apprenticeship	\$ 10,765	\$ 10,765	\$ 10,765	\$ 32,295	nanodimension (2/year @ \$5,000 + 7.65% fringe)
Travel	\$ 1,500	\$ 1,545	\$ 1,591	\$ 4,636	DC & Local
Admin	\$ 4,000	\$ 4,120	\$ 4,244	\$ 12,364	McCaffery & Swaid Salary Offset + 3% annual increase
Faculty Stipend	\$ 6,310	\$ 1,648	\$ 1,697	\$ 9,655	Development of one 3-credit online course and Annual SCM Workshop + 3% increase
Personnel Fringe	\$ 1,904	\$ 1,065	\$ 1,097	\$ 4,067	18.47% of Admin and Faculty Stipend(s)
IDC	\$ 6,351	\$ 3,553	\$ 3,660	\$ 13,565	52% of Admin/Faculty Stipends and Fringe
Total BC Budget	\$ 38,689	\$ 30,555	\$ 30,913	\$ 100,157	

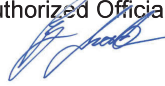
*Funding for year 3 is contingent to sponsor approval

FDP Cost Reimbursement Subaward

Federal Awarding Agency: National Aeronautics & Space Administration (NASA)	
Pass-Through Entity (PTE): The Florida International University Board of Trustees	Subrecipient: Broward College
PTE PI: Dr. Cheng-Yu Lai	Sub PI: Dr. Samar Swaid
PTE Federal Award No: 80NSSC22M0134	Subaward No: 000638
Project Title: Student Apprenticeships in Aerospace Advanced Manufacturing (SA3M)	
Subaward Budget Period: Start: 05/16/2022 End: 05/15/2023	Amount Funded This Action (USD): \$ 38,689.00
Estimated Period of Performance: Start: 05/16/2022 End: 05/15/2025	Incrementally Estimated Total (USD): \$ 100,157.00

Terms and Conditions

1. PTE hereby awards a cost reimbursable subaward, (as determined by 2 CFR 200.331), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Principal Investigator Contact, shown in Attachment 3A.
3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 60 days after the final Budget Period end date. The final statement of costs shall constitute Subrecipient's final financial report.
4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's Authorized Official Contact and the Subrecipient's Authorized Official Contact shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachments 3A and 3B.
7. The PTE may issue non-substantive changes to the Budget Period(s) and Budget Bilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Authorized Official Contact, as shown in Attachment 3B.
8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
9. Either party may terminate this Subaward with 30 days written notice. Notwithstanding, if the Awarding Agency terminates the Federal Award, PTE will terminate in accordance with Awarding Agency requirements. PTE notice shall be directed to the Administrative Contact, and Subrecipient notice shall be directed to the Administrative Contact as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable
10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this subaward to comply with all applicable laws, regulations, and requirements.

By an Authorized Official of the PTE:  <small>Digitally signed by Regnier A. Jurado DN: cn=Regnier A. Jurado, o=Florida International University, ou=Office of Research & Economic Development, email=jurador@fiu.edu, c=US Date: 2022.12.05 12:06:11 -05'00'</small>	By an Authorized Official of the Subrecipient: <small>DocuSigned by: Mildred Coyne DCAA89DE187E441...</small>
Name: Regnier A Jurado (nm) Date: <input type="text"/>	Name: Mildred Coyne Date: 11/28/2022
Title: Director, Research Management Solutions	Title: Senior Vice President, Workforce Education and Innovation



Attachment 1

Certifications and Assurances

Subaward Number:

000638

Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

Audit and Access to Records

Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.337 and 200.338 as applicable.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment

Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.



Attachment 2
Federal Award Terms and Conditions

Subaward Number
000638

Required Data Elements

The data elements required by Uniform Guidance are incorporated in the attached Federal Award.

Awarding Agency Institute (If Applicable)

Federal Award Issue Date FAIN Assistance Listing No.

Assistance Listing Program Title (ALPT)

Key Personnel Per NOA

This Subaward Is:

Research & Development Subject to FFATA

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:

<https://www.nssc.nasa.gov/grants>

2. 2 CFR 200 and 2 CFR 1800 et seq.

3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:

https://prod.nais.nasa.gov/pub/pub_library/srba/index.html

4. Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:

<https://www.nsf.gov/awards/managing/rtc.jsp> except for the following :

- a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Authorized Official Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
- b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
- c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
- d. Title to equipment as defined in 2 CFR 200.1 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
- e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).

5. Treatment of program income: Additive

Special Terms and Conditions:

Data Sharing and Access:

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

No additional requirements

Data Rights:

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Copyrights:

Subrecipient Grants to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Promoting Objectivity in Research (COI):

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply: Subrecipient

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein: NASA - As stated in the solicitation

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.



Work Involving Human or Vertebrate Animals (Select Applicable Options)

No Human or Vertebrate Animals

This section left intentionally blank.

Human Subjects Data (Select One)

This section left intentionally blank

This section left intentionally blank

Additional Terms

Subrecipient shall comply with all applicable terms of the NASA Notice of Award (NOA) which is attached as Attachment 6, including but not limited to all export control terms. Failure to comply with the NOA requirements shall constitute a breach of this Subaward. Without limiting the generality of the above, for the avoidance of doubt, Subrecipient shall comply with the following terms of the NOA as if "Subrecipient" is substituted in place of "Florida International University":

8. Florida International University shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799. If Florida International University has foreign participation, they shall inform the Langley Office of STEM Engagement prior to participation and provide documentation discussing compliance with U.S. export laws and regulations, as applicable to the circumstances surrounding the particular foreign participation. The discussion shall describe in detail the proposed foreign participation and shall include, but not be limited to, whether or not the foreign participation may require Florida International University to obtain the prior approval of the Department of State or the Department of Commerce via a technical assistance agreement or an export license, or whether a license exemption/exception may apply. If prior approvals via licenses are necessary, discuss whether the license has been applied for or if not, the projected timing of the application and any implications for the schedule.

Additionally, Subrecipient acknowledges and shall comply with the requirement that U.S. Citizenship is required for student access to NASA Centers (including JPL) for participation in the mandatory internship experience.



ATTACHMENT 2A State of Florida Requirements

The Subrecipient is notified that PTE is a public university of the State of Florida and is subject to the laws and regulations set forth below. As such, PTE notifies Subrecipient of the following:

1. **PAYMENT.** PTE will make payment in accordance with PTE's Regulation 2202 entitled "Prompt Payment." Upon receipt of goods or services, PTE has five (5) business days to inspect and approve the goods or services, unless Subaward specifies a greater period of time. If PTE does not issue payment within 40 days of receipt of a proper invoice, PTE will pay to Subrecipient, an interest penalty at the rate established pursuant to §55.03(1) Fla. Stat. if the interest exceeds one dollar (\$1.00). Subrecipients experiencing payment problems may contact the Subrecipient Ombudsman at (305) 348-2101.

2. **CONTRACT CANCELLATION** – PTE may cancel this Subaward for Subrecipient's refusal to allow public access to all documents, papers, letters, or other material to which PTE is subject pursuant to the provisions of Chapter 119 and Fla. Stat. Section 1004.22(2) and made or received by the Subrecipient in conjunction with this Subaward. **IF SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 348-1377, BY EMAIL AT recordsmanagement@fiu.edu, OR BY MAIL AT 11200 SW 8 ST., GL 460, MIAMI, FLORIDA 33199.**

3. **TRAVEL** – If the Subrecipient is a State of Florida entity that is subject to Florida Statutes 112.061, Subrecipient shall incur travel expenses in accordance with that statute. If the Subrecipient is not a State of Florida entity that is subject to Florida Statutes 112.061, then Subrecipient shall incur travel expenses in accordance with the provisions of the applicable prime award or grant and the travel allowances established by the Subrecipient.

4. Pursuant to PTE Regulation 2201(5)(b)(found at <http://regulations.fiu.edu/regulation=FIU-2201>) if this Subaward is for the purchase of commodities and/or services for a period in excess of one fiscal year, the following statement applies: "The PTE's performance and obligation to pay under this subaward is contingent upon an annual appropriation by the Legislature." As a State of Florida public university that receives annual appropriation for its operation from the Florida legislature, PTE is required to include this statement notwithstanding that the funding for the project which is the subject of this Agreement may be provided from a source other than the Florida legislature.

5. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Subrecipient list.

6. **E-Verify.** Subrecipient certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Subrecipient during the term of this Agreement. If Subrecipient enters into a contract with a subcontractor to perform work or provide services pursuant to this Agreement, Subrecipient shall likewise require the subcontractor to comply with the requirements of this section, and the subcontractor shall provide to Subrecipient an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Subrecipient shall maintain a copy of such affidavit for the duration of this Agreement. This Section serves as notice to Subrecipient regarding the requirements set forth herein and of PTE's obligation to terminate the Agreement if it has a good faith belief that Subrecipient has knowingly violated the requirements set forth herein. If terminated for such reason, Subrecipient will not be eligible for award of a Florida public contract for at least one year after the date of such termination. PTE has an obligation to order the immediate termination of any contract between Subrecipient and a subcontractor performing work on its behalf should PTE develop a good faith belief that the subcontractor has knowingly violated the requirements herein. PTE reserves the right to request documentation from Subrecipient evidencing its compliance with this clause at any time during the term of this Agreement.



Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number:

000638

PTE Information

Entity Name: The Florida International University Board of Trustees

Legal Address: 11200 SW 8th Street, MARC 430
Miami, FL 33199-0001

Website: research.fiu.edu

PTE Contacts

Central Email: oredagremnts@fiu.edu

Principal Investigator Name: Dr. Cheng-Yu Lai

Email: clai@fiu.edu

Telephone Number: (305) 348-9944

Administrative Contact Name: Regnier A Jurado, Director, Research Management Solutions

Email: juradora@fiu.edu

Telephone Number: (305) 348-2494

COI Contact email (if different to above):

Financial Contact Name: Donna Kiley, Director, Post-Award

Email: subinv@fiu.edu

Telephone Number: (305) 348-2494

Email invoices? Yes No Invoice email (if different):

Authorized Official Name: Regnier A Jurado, Director, Research Management Solutions

Email: juradora@fiu.edu

Telephone Number: (305) 348-2494

PI Address:

College of Engineering and Computing, EC 3242
10555 West Flagler Street
Miami, FL 33174

Administrative Address:

11200 SW 8th Street, MARC 430
Miami, FL 33199-0001

Invoice Address:

11200 SW 8th Street, MARC 430
Miami, FL 33199-0001

Attachment 3B**Research Subaward Agreement
Subrecipient Contacts**

Subaward Number:

000638

Subrecipient Information for FFATA reportingEntity's UEI/DUNS Name: EIN No.: Institution Type: UEI / DUNS: Currently registered in SAM.gov: Yes NoParent UEI / DUNS: Exempt from reporting executive compensation: Yes No
(if no, complete 3B pg2)**Place of Performance Information for FFATA reporting**

Physical Address, City, State (if U.S.) and Country:

U.S. Entities only (insert information for Place of Performance):Congressional District: Zip Code+4: [Zip Code Look-up](#)**Subrecipient Contacts**Central Email: Website: Principal Investigator Name: Email: Telephone Number: Administrative Contact Name: Email: Telephone Number: Financial Contact Name: Email: Telephone Number: Invoice Email: Authorized Official Name: Email: Telephone Number: **Legal Address:****Administrative Address:****Payment Address:**

Attachment 3B-2
Highest Compensated Officers

Subaward Number:
000638

Subrecipient:

Institution Name:

PI Name:

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity 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. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:



Attachment 4
Reporting and Prior Approval Terms

Subaward Number:

000638

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

- Monthly technical/progress reports will be submitted to the PTE's within days of the end of the month.
- Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's .
- Annual technical / progress reports will be submitted within days prior to the end of each budget period to the PTE's . Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- A Final technical/progress report will be submitted to the PTE's within days of the end of the Project Period or after termination of this award, whichever comes first.
- Technical/progress reports on the project as may be required by PTE's in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover:

Other Reports:

- In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via iEdison and PTE's within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.
A negative report is required:
- Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Additional Technical and Reporting Requirements:



Attachment 5
Statement of Work, Cost Sharing, Indirects & Budget

Subaward Number:

000638

Statement of Work

Below Attached, pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

Budget Information

Indirect Information Indirect Cost Rate (IDC) Applied <input type="text" value="52"/> % Rate Type: <input type="text" value="Modified Total Direct Costs"/>	Cost Sharing <input type="text" value="No"/> If Yes, include Amount: \$ <input type="text"/>
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Budget Details Below Attached, pages

Budget Totals

Direct Costs	\$	<input type="text" value="32,338.00"/>
Indirect Costs	\$	<input type="text" value="6,351.00"/>
Total Costs	\$	<input type="text" value="38,689.00"/>

All amounts are in United States Dollars



Scope of Work

Annual Supply Chain Workshop – Broward College will develop and deliver a 2-day workshop in the area of supply chain management in the aerospace industry, with a focus on manufacturing, inventory management, and transportation of materials and components. This workshop will target faculty in supply chain management, manufacturing, and aerospace disciplines from both FIU and BC and will include participation from industry partners as well as NASA. The topic for each workshop will be relevant and contemporary to both the goals of the grant as well as current-day issues at the time the workshop is developed. The workshops will be developed and facilitated by faculty who are experts in their discipline, and will be informed by employers to ensure the topics are timely and relevant.

Course Development – BC will develop a course in supply chain management for the aerospace industry in coordination with FIU. The course will be designed for dual enrollment by students from either institution. The course will be a 3-credit course of 48- to 64- contact hours and may include a laboratory component. The course will build on skills already developed by students in previous courses already offered, or to be developed, at either institution. The course will be developed by faculty who are experts in their discipline, and will be informed by employers to ensure the course provides training in the requisite knowledge, skills, and abilities.

Articulation Agreement – Broward College and Florida International University have a long history in providing seamless transfer opportunities for students. This partnership allows students to tailor their educational journey on variables that are important to them, such as cost, proximity, curriculum, or supplemental enriching activities. BC and FIU will explore, as part of this project, the addition of agreement(s) to provide students a pathway through Broward College to FIU. This agreement will be drafted by department chairs at the respective institutions and reviewed and approved by the institutions' respective Boards.

Internships & Apprenticeships – Broward College will identify up to 3 students per year to participate in internship and apprenticeship activities with NASA and local employers. These internships and apprenticeships will give participating students real-world experience in high-volume manufacturing; will give employers access to high-quality talent; and will give BC access to real-time feedback on program relevance. The relevant program faculty and deans will be responsible for identifying qualified students. A qualified faculty member will be responsible for interfacing with the employer and student to ensure the workplace learning is appropriate for the level of study and that the workplace activities are meaningful and further the student's education.

Reporting and Participation in Conferences – Broward College will participate in local and national conferences related to the grant and will provide periodic reporting related to the project, as required.

A progress report will be submitted quarterly to FIU PI, Dr. Cheng-Yu Lai.



Item	Year 1	Year 2*	Year 3*	Total	Description
	Cost				
Student Stipends	\$ 7,858	\$ 7,858	\$ 7,858	\$ 23,575	NASA (1/year @ \$7300 + 7.65% fringe)
Apprenticeship	\$ 10,765	\$ 10,765	\$ 10,765	\$ 32,295	nanodimension (2/year @ \$5,000 + 7.65% fringe)
Travel	\$ 1,500	\$ 1,545	\$ 1,591	\$ 4,636	DC & Local
Admin	\$ 4,000	\$ 4,120	\$ 4,244	\$ 12,364	McCaffery & Swaid Salary Offset + 3% annual increase
Faculty Stipend	\$ 6,310	\$ 1,648	\$ 1,697	\$ 9,655	Development of one 3-credit online course and Annual SCM Workshop + 3% increase
Personnel Fringe	\$ 1,904	\$ 1,065	\$ 1,097	\$ 4,067	18.47% of Admin and Faculty Stipend(s)
IDC	\$ 6,351	\$ 3,553	\$ 3,660	\$ 13,565	52% of Admin/Faculty Stipends and Fringe
Total BC Budget	\$ 38,689	\$ 30,555	\$ 30,913	\$ 100,157	

**Funding for years 2 & 3 are contingent to sponsor approval

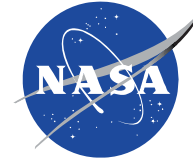


Attachment 6

Notice of Award (NOA) and any additional documents

- The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.
- Not incorporating the NOA or any additional documentation to this Subaward.

National Aeronautics and
Space Administration
NASA Shared Services Center
Stennis Space Center, MS 39529



Reply to Attn of: **Procurement Division**

Mr. Regnier Jurado
Florida International University
11200 SW 8TH ST
Miami, Florida 33199-2516
United States

Subject: Grant Number 80NSSC22M0134

Dear Mr. Juardo:

The NASA Shared Services Center (NSSC) has completed the award of the subject grant/cooperative agreement and looks forward to working with your organization in its administration. Please take time to read through the award documents and note the contact information for the Administrative Grant Officer entered in Section 13 of the NASA Form 1687 as Administrator. To facilitate efficient processing of grant awards, the NSSC utilizes the Customer Contact Center for answering recipient questions and requests. This enables the Grant Officer to effectively review and award grant packages and funding supplements in a timely manner.

The grant award and administration by the NSSC does not change the line of communication between your organization and the NASA scientific, technical and educational communities. Please access the NSSC Grant Status Query System at <https://www.nssc.nasa.gov/grantstatus> to check the status of any future supplements to this award.

As of August 2019, all NASA Terms and Conditions have been pulled from 2 CFR 1800 to the NASA Grant and Cooperative Agreement Manual (GCAM), Appendix D. The terms and conditions are the same only the reference number is different.

NASA Grant Recipients are able to draw down funds as necessary through the Department of Health and Human Services (DHHS) Payment Management System (PMS) unless indicated in the award. Grant Recipients who do not have an account with the DHHS Payment Management System (PMS) are required to complete an SF-1199A and Direct Deposit Sign-up on PMS's website. The instruction to begin the process may be found at <https://pms.psc.gov/grant-recipients/access-newuser.html>. *NOTE: The SAM account information for your organization should be the same information when the DHHS Payment Management System account is set up.*

NASA Insignia Guidelines

NASA has formulated new guidelines which are aimed to simplify and expand NASA Insignia use by NASA grantees (including cooperative agreement recipients, collectively herein, "Grantees"). The purpose of these guidelines is to increase awareness of NASA's mission activities via Grantee partnerships for a broader and more diverse population. Please see [Guidance of NASA Insignia Use - UPDATED](#) located at <https://www.nssc.nasa.gov> for more details.



Single Audit Requirements:

Remember, if your organization expends \$750,000 or more during your fiscal year in Federal awards your organization must have a single audit conducted in accordance with 2 CFR 200.514 of the Uniform Guidance.

Required Publications and Reports:

Recipients must submit the publications and reports by the due dates to the personnel listed in the “Required Publications and Reports” section of the award documents. The contact information for these individuals is listed in the “Point of Contact” section of the award documents.

All reports related to the Grant Officer (GO) must be submitted to the NSSC Procurement Office emails listed below. Please include the Grant Number and the Report name in the subject line.

E-mail: nssc-grant-report@mail.nasa.gov
NSSC-SF425FinancialReports@mail.nasa.gov (Copy of SF425/Financial information only)

Please submit the “Subject Inventions/Reportable Items Interim and Final Summary Report” electronically on the New Technology Reporting Web site (eNTRe) located at <http://invention.nasa.gov>.


All other final reports submitted for closeout (pursuant to the “Required Publications and Reports” section of the award documents) should be sent by email to NSSC-closeout@mail.nasa.gov. Any questions regarding the closeout process may also be sent to this e-mail address.

Any questions, please contact 1-877-677-2123 (1-877-NSSC123) or submit a web inquiry to: <https://www.nasa.gov/centers/nssc/contact-nssc>.

Sincerely,

NSSC
Grants Officer

Enclosure

	National Aeronautics and Space Administration	<h2 style="margin: 0;">NASA Grant and Cooperative Agreement</h2> <p style="margin: 0;">Assistance Listings Number: 43.008 Education</p>	CHOOSE ONE: <input checked="" type="checkbox"/> COOPERATIVE AGREEMENT <input type="checkbox"/> GRANT	
CHOOSE ONE: <input type="checkbox"/> EDUCATION <input checked="" type="checkbox"/> RESEARCH <input type="checkbox"/> TRAINING				
NASA Grant and Cooperative Agreement Web Site: <http://prod.nais.nasa.gov/pub/pub_library/srba/index.html>				
1. FEDERAL AWARD IDENTIFICATION NO. 80NSSC22M0134	2. SUPPLEMENT NUMBER	3. PERIOD OF PERFORMANCE 05/16/2022 - 05/15/2025		
4. RECIPIENT NAME/ADDRESS (No., Street, City/County, State, Zip) FLORIDA INTERNATIONAL UNIVERSITY 11200 SW 8TH ST MIAMI FL 33199-2516	5. AWARDING ORGANIZATION NASA Shared Services Center (NSSC) Building 1111, Jerry Hlass Road Stennis Space Center MS 39529-0001			
6. EMPLOYER IDENTIFICATION NO. (EIN)	7. UNIQUE ENTITY IDENTIFIER			
8. PRINCIPAL INVESTIGATOR/STUDENT/ORGANIZATION'S PROJECT OR PROGRAM MGR. (Name, Email & Phone) CHENG-YU LAI; CLAI@FIU.EDU; 858-201-9106				
9. PROPOSAL NO., TITLE, AND PROJECT DESCRIPTION 21-MUREP-HV-0002; Student Apprenticeships in Aerospace Advanced Manufacturing				
10A.	AMOUNT OF AWARD	10B.	FUNDS OBLIGATED	
PREVIOUS	\$0.00	PREVIOUS	\$0.00	
THIS ACTION	\$719,945.00	THIS ACTION	\$239,990.00	
TOTAL	\$719,945.00	TOTAL	\$239,990.00	
11. NASA ACCOUNTING AND APPROPRIATION DATA See Continuation Sheet If Applicable			12. PR NUMBER 4200801004	
13. NASA POINTS OF CONTACT REQUIRING CENTER: Langley Research Center				
	NAME	MAIL STOP	TELEPHONE	E-MAIL ADDRESS
TECHNICAL OFFICER	RODERICK CHAPPELL	042	757-759-0191	RODERICK.D.CHAPPELL@NASA.GOV
NEGOTIATOR				
ADMINISTRATOR	MORRIS HICKS	XD010	877-677-2123	NSSC-CONTACTCENTER@NASA.GOV
PAYMENTS	NSSC CONTACT CENTER	XD010	877-677-2123	NSSC-CONTACTCENTER@NASA.GOV
14. THIS AWARD IS MADE UNDER THE AUTHORITY OF 51 U.S.C. 20113 (e) AND IS SUBJECT TO ALL APPLICABLE LAWS AND REGULATIONS OF THE UNITED STATES IN EFFECT ON THE DATE OF THIS AWARD, INCLUDING, BUT NOT LIMITED TO:				
<input type="checkbox"/> 14 CFR PART 1274.		<input checked="" type="checkbox"/> 2 CFR 1800.		
15. APPLICABLE STATEMENT(S), IF CHECKED: <input type="checkbox"/> NO CHANGE IS MADE TO EXISTING TERMS AND CONDITIONS <input checked="" type="checkbox"/> R&D TERMS AND CONDITIONS AND NASA AGENCY-SPECIFIC REQUIREMENTS APPLY TO THIS GRANT		16. APPLICABLE ENCLOSURE(S), IF CHECKED: <input checked="" type="checkbox"/> TERMS AND CONDITIONS <input type="checkbox"/> SPECIAL CONDITIONS <input checked="" type="checkbox"/> REQUIRED PUBLICATIONS AND REPORTS		





National Aeronautics and Space Administration

NASA Grant and Cooperative Agreement

Assistance Listings Number: 43.008 Education

CHOOSE ONE:

- COOPERATIVE AGREEMENT
- GRANT

**THE UNITED STATES OF AMERICA
NATIONAL AERONAUTICS
AND SPACE ADMINISTRATION**

Recipient

- A recipient indicates acceptance of an award and its associated terms and conditions by drawing or requesting funds from the designated NASA payment system or office.
- Recipient is required to sign this document and return to the awarding organization.

NAME OF GRANT OFFICER

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE
(Type or print)

SVP, workforce Education & Innovation

SIGNATURE

DATE

SIGNATURE

DATE

DocuSigned by:

Mildred Coyne

11/28/2022

DCAA6BDE1B7E441...





National
Aeronautics and
Space
Administration

NASA Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
0001	Direct Labor Costs: \$ 140,743.61 Direct Costs - Equipment: \$ 180,000.00 Direct Costs - Travel: \$ 16,000.00 Other Direct Costs: \$ 272,977.00 Indirect Costs: \$ 110,220.71 *Indirect Rate(s): 47.5% Total Costs: \$ 749,941.32 Total to be awarded is \$719,945.00, differences due to inter-agency funds Student Apprenticeships in Aerospace Advanced Manufacturing Lai, Cheng-Yu Incrementally Funded Amount \$239,990.00 Purchase Requisition: 4200801004 Fund: EDUX22022D Appropriation: 8022/230128 Amount: \$239,990.00				\$719,945.00



AWARD TERMS AND CONDITIONS

<u>Location</u>	<u>Title</u>	<u>Date</u>
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 Subawards 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
GCAM Appendix D1	Compliance with Title 2 of the Code of Federal Regulations, Grants and Agreements	Nov. 30, 2021
GCAM Appendix D2	System for Award Management and Unique Entity Identifier	Nov. 30, 2021
GCAM Appendix D3	Technical Publications and Reports	Nov. 30, 2021
GCAM Appendix D4	Reporting Subawards and Executive Compensation	Nov. 30, 2021
GCAM Appendix D5	Extensions	Nov. 30, 2021
GCAM Appendix D6	Termination and Enforcement	Nov. 30, 2021
GCAM Appendix D7	Change in Principal Investigator or Scope	Nov. 30, 2021
GCAM Appendix D8	Financial Management	Nov. 30, 2021
GCAM Appendix D9	Equipment and other Property	Nov. 30, 2021
GCAM Appendix D10	Patent Rights	Nov. 30, 2021
GCAM Appendix D11	Rights in Data	Nov. 30, 2021
GCAM Appendix D12	National Security	Nov. 30, 2021
GCAM Appendix D13	Non-Discrimination	Nov. 30, 2021
GCAM Appendix D14	Clean Air and Water	Nov. 30, 2021
GCAM Appendix D15	Investigative Requirements	Nov. 30, 2021
GCAM Appendix D16	Travel and Transportation	Nov. 30, 2021
GCAM Appendix D17	Safety	Nov. 30, 2021
GCAM Appendix D18	Made in America Encouragement	Jan. 7, 2022
GCAM Appendix D19	Investigation and Research Misconduct	Nov. 30, 2021
GCAM Appendix	Allocation of Risk/Liability	Nov. 30, 2021

D20		
GCAM Appendix D21	Export Licenses	Nov. 30, 2021
GCAM Appendix D22	Restrictions on sale or transfer of technology to foreign firms or institutions.	Nov. 30, 2021

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 [grant cooperative agreement manual - nov. 2021.pdf](#) to view the NASA Grant and Cooperative Agreement Manual (GCAM).

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.

(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]

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 (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.

[End of Provision]

Recipient Integrity and Performance Matters (January 2016)

A. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.



3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

[End of Provision]

Micro-purchase Threshold (Nov 2020)

Micro-purchase Threshold. The non-Federal entity must use one of the methods of procurement as prescribed in 2 CFR 200.320, Methods of procurement to be followed. As defined in 2 CFR 200.1, Definitions, the micro-purchase threshold for acquisitions of supplies or services made under grant and cooperative agreement awards is —

- (i) \$10,000; or
- (ii) As defined by FAR 2.101 Definitions, or
- (iii) Such higher threshold as determined appropriate and in accordance with 2 CFR 200.320(a)(1)(iv) and (a)(1)(v).

[End of Provision]



GCAM Appendix D23 Cooperative Agreement (Nov. 2021)

(a) This award is a cooperative agreement and it is anticipated there will be substantial NASA involvement during performance of the effort. NASA and the Recipient mutually agree to the following statement of anticipated cooperative interactions which may occur during the performance of this effort:

1. NASA Headquarters shall provide incremental funding as available from the Minority University Research and Education Project (MUREP) to execute the MUREP Aerospace High-Volume Manufacturing and Supply Chain Management (MUREP High Volume) activity with Florida International University (FIU). The MUREP Aerospace High-Volume Manufacturing and Supply Chain Management Cooperative activity seeks to develop a significant scientific, engineering, and/or technology manufacturing and supply chain network led by minority-serving institutions (MSIs) that aligns with aerospace NASA and/or industry (public or private) high-volume manufacturing and supply chain ecosystem needs for national competitiveness. This cooperative agreement will achieve its goals by establishing partnerships with industry and academic partners, training the next generation workforce, strengthening lead institution's institutional capacity and infrastructure and commercializing innovation products and services, aimed and aligned with the needs and emerging trends of the aerospace industry regarding aerospace high-volume manufacturing and supply chain network ecosystem.

2. NASA shall facilitate communication and connections between the recipient, FIU, other MUREP High Volume cooperative agreement recipients, the relevant NASA Mission Directorate STEM engagement principals, and relevant Office of STEM Engagement partners in order to promote synergy, prevent duplication of effort, leverage ongoing efforts, and support relationship building.

a. NASA shall represent MUREP High Volume awardees to the NASA STEM Engagement Office and the NASA community, and share information back to the MUREP High Volume PIs regarding NASA STEM Engagement.

b. NASA shall schedule periodic teleconference and/or web conference discussions with awardees and appropriate members of the NASA STEM Engagement, Science, and Engineering communities to share information.

c. NASA shall participate in and/or host an annual MUREP High Volume Principal Investigator (PI) meeting/workshop.

d. NASA shall coordinate meetings in conjunction with conferences and events as appropriate.

3. Assessment and Evaluation

a. NASA shall collaborate and plan with recipient on development of annual performance goals and metrics.

b. NASA shall conduct an analysis of the MUREP High Volume activity/deliverables as provided by the recipient as matched to annual performance indicators.

c. NASA shall analyze budget considerations on an annual basis and make appropriate alterations to the recipient's responsibilities as may be necessary.

d. NASA shall collaborate with the recipient to ensure MUREP High Volume developed activities and materials meet product review and NASA style guidelines.

4. NASA shall maintain a schedule of activity milestones, track activity progress and report accomplishments to stakeholders. The NASA Office of STEM Engagement shall define metrics that apply to this activity, and provide linkages to the appropriate NASA Gateway tools for collecting data. Florida International University shall accomplish the following:

1. Florida International University shall assume primary responsibility for implementing, operating, and managing the project as described in their original three-year proposal.

2. Florida International University shall appoint a Principal Investigator (PI) in support of this Agreement. If the PI to be named is different from the individual identified in the proposal, the NASA MUREP High Volume Activity Manager shall be notified in writing. Any proposed change to the PI under this Agreement is subject to NASA approval.



If NASA approves the proposed change, the NASA Grant Officer shall issue a formal written modification to the Agreement to reflect such change. If NASA does not approve the change in the PI, the MUREP High Volume recipient shall propose another PI until NASA approval is obtained.

3. The PI shall be responsible for the development and operation of MUREP High Volume activities.

4. Florida International University shall host one on-campus NASA site visit for the MUREP High Volume Activity Manager, and others from NASA STEM Engagement and/or Aeronautics Research Mission Directorate.

5. Florida International University shall provide a written response on how recommendations from the site visit will be integrated into the research and/or administrative plan.

6. Florida International University, in concert with the MUREP High Volume PI, is responsible for the financial management of the MUREP High Volume Cooperative Agreement as specified in the basic award notice under the terms and conditions issued by NASA and in the Grant and Cooperative Agreement Handbook, sections 1260.26 and 1260.160. Failure to comply with the terms and conditions of an award can result in termination by NASA.

7. Florida International University shall establish an External Advisory Committee (EAC) to provide guidance and direction, which is consistent with accomplishing the goals and objectives identified in the cooperative agreement, and to solidify outreach coalitions that will lead to joint funding, facility and personnel access, and complimentary research and education opportunities. Members of the EAC may be representatives from academia, industry, and other governmental agencies.

8. Florida International University shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR

Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799.

If Florida International University has foreign participation, they shall inform the Langley Office of STEM Engagement prior to participation and provide documentation discussing compliance with U.S. export laws and regulations, as applicable to the circumstances surrounding the particular foreign participation. The discussion shall describe in detail the proposed foreign participation and shall include, but not be limited to, whether or not the foreign participation may require Florida International University to obtain the prior approval of the Department of State or the Department of Commerce via a technical assistance agreement or an export license, or whether a license exemption/exception may apply. If prior approvals via licenses are necessary, discuss whether the license has been applied for or if not, the projected timing of the application and any implications for the schedule.

Documentation/Deliverables

1. Initial Deliverables

a. Within 3 months after the award, Florida International University shall submit a milestones chart to the MUREP High Volume Activity Manager, outlining when major activities and expenditures will take place during the period of performance.

b. Within 3 months after the award, Florida International University shall submit or revise an existing NASA MSI Capability Statement (Point of Contact: NASA-MSIExchange@mail.nasa.gov).

c. Within three months after award, Florida International University shall submit an updated evaluation plan to the MUREP High Volume Activity Manager for input from the NASA STEM Engagement Office evaluation staff.

2. Semi-Annual Report

Florida International University shall provide Semi-Annual Report/Project Reviews as required by the Cooperative Agreement.

Reports shall include:

- Activities performed during the period
- Planned activities to be performed the next period
- Objective and/or strategy changes
- Budget expenditures during the period as compared to the total budget
- Demographic makeup of program participants during that period



3. As Required Florida International University shall assist with providing needed information to the Langley Office of STEM Engagement and Headquarters (HQ) Office of STEM Engagement to respond to Congressional request or inquiries, etc.

4. Annual Progress Report/Project Review: On an annual basis, Florida International University shall submit a progress report no later than 60 days prior to the anniversary of the project start date. The report, at a minimum, shall document:

- Project activities over the period of performance of the cooperative agreement
- Project accomplishments measured against proposed goals and objectives
- Evidence of how project activities have furthered stakeholder priorities
- Extent to which collaborations and/or partnerships have evolved
- Planned activities for the remainder of the period of performance.

In an appendix, please provide a copy of the annual evaluation report for the project. In conjunction with the day-to-day monitoring by the responsible NASA Technical Officer and the Grants Officer, the Annual Progress report will be used by the Office of STEM Engagement to periodically review the accomplishments to determine if the recipient is meeting the goals and objectives with HQ concurrence. The Annual Report/Review and other reports required to be submitted under the cooperative agreement will be used in Langley Research Center and HQ's assessment of continued funding and the decision to fund future periods. Florida International University shall submit data and information to NASA Gateway to collect the required metrics. The MUREP High Volume Activity Manager may also request highlight slides or other materials as needed.

5. Final Report A final report, in lieu of an annual report, shall be due within 90 days of the expiration date of this Agreement.

Reviewed by MUREP High Volume Activity Manager – March 14, 2022

Reviewed by NASA HQ MUREP Manager – March 15, 2022

Reviewed by Florida International University PI – [enter date when reviewed]

(b) The terms “award” and “Recipient” mean “cooperative agreement” and “Recipient of cooperative agreement,” respectively, wherever the language appears in terms and conditions included in this agreement.

(c) NASA's ability to participate and perform its collaborative effort under this cooperative agreement is subject to the availability of appropriated funds and nothing in this cooperative agreement commits the United States Congress to appropriate funds therefore.

[End of Term and Condition]

GCAM Appendix D 25 Period of Performance, Budget Period, and Multiple Year Awards (Nov 2021)

Period of Performance

This award's total period of performance is 05/16/2022 to 05/15/2025. This period of performance does not commit NASA to fund the award beyond the currently approved budget period stated below.

Budget Period

This award's budget period is 05/16/2022 to 05/15/2025.

This budget period denotes the time interval of the funded portion of this award during which the recipient is authorized to expend the funds awarded, including any funds carried forward



pursuant to 2 CFR 200.308, Revision of budget and program plans.

Multiple Year Award

This is a multiple-year award contingent on the availability of funds, scientific progress of the project, and continued relevance to NASA programs. NASA anticipates continuing support at approximately the following levels:

Second year \$239,956.00, Anticipated funding date 05/16/2023.

Third year \$239,999.00 Anticipated funding date 05/16/2024.

[End of Term and Condition]

GCAM Appendix D26 Incremental Funding (Nov 2021)

(a) Only \$239,990.00 of the amount indicated on the face of this award is available for payment and allotted to this award. NASA contemplates making additional allotments of funds during performance of this effort. It is anticipated that these funds will be obligated as appropriated funds become available without any action required by the recipient. The recipient will be given written notification by the NASA Grant Officer.

(b) The recipient agrees to perform work up to the point at which the total amount paid or payable by the Government approximates but does not exceed the total amount actually allotted to this award. NASA is not obligated to reimburse the recipient for the expenditure of amounts in excess of the total funds allotted by NASA to this grant or cooperative agreement. The recipient is not authorized to continue performance beyond the amount allotted to this award.

Special Note—Balance is contingent on availability of funds. The remaining balance to fully fund this year is \$0.00.

[End of Term and Condition]

GCAM Appendix D29 Designation of New Technology Representative and Patent Representative (Nov 2021)

(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]

GCAM Appendix D34 Access to Research Results (Nov 2021)

ACCESS TO RESEARCH RESULTS

(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 200.1, Definitions) 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 coauthored 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 the 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’s instructions for completing the submission process are available at <https://www.nasa.gov/open/researchaccess/pubspace>. 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 paragraph (b)(2) of this term and condition, 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]

GCAM Appendix D 35 Restrictions on the Use of the NASA Seal, Insignia, Logotype, Program Identifiers, or Flags (Nov. 2021)

(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.

[End of Provision]

GCAM Appendix D 36. Prohibition on certain telecommunications and video surveillance services or equipment. (Nov 2021)

(a) Grant and cooperative agreement recipients and subrecipients are prohibited from obligating or expending grant funds to:

- (1) Procure or obtain,
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).



- ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
- iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

[End of Term and Condition]

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.

⁴ 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.C. implementing regulations, 35 C.F.R. Part 99, the recipient shall comply with those requirements.

[End of Term and Condition]



REQUIRED PUBLICATIONS AND REPORTS

NOTE - Reports are valuable to ensure that the NASA Grants and Cooperative Agreement program is efficient and effective. The recipients must keep such records and submit to the responsible NASA official or designee timely, complete, and accurate reports.

The recipient shall submit the publications and reports indicated below:

ACRONYMS

AGO = ADMINISTRATIVE GRANT OFFICER

IPO = INDUSTRIAL PROPERTY OFFICER

NTR = NEW TECHNOLOGY REPRESENTATIVE

CC = CLOSEOUT CONTRACTOR

PO = PATENT COUNSEL OFFICE

FMO = FINANCIAL MANAGEMENT OFFICE

TO = TECHNICAL OFFICER

GO = NASA GRANT OFFICER

UAO = UNIVERSITY AFFAIRS OFFICER

HHS/PMS = HEALTH AND HUMAN SERVICES PAYMENT MANAGEMENT SYSTEM

STIPI = SCIENTIFIC & TECHNICAL INFORMATION PROGRAM OFFICE

	REPORTS	REPORT DUE/FREQUENCY	DISTRIBUTION
X	Quarterly Federal Cash Transactions Reports (SF 425) <i>(Required for all Grants and Cooperative Agreements where invoicing is required per the terms and conditions of award)</i>	Within 30 days following the end of each quarter of the Federal fiscal year. (Ref. GCAM – Appendix D8)	HHS/PMS, GO
	Annual Inventory Report of Federally-Owned Property in Custody of the Recipient <i>(Required for all Grants and Cooperative Agreements, except when a commercial firm.)</i>	No later than October 15 of each year. NOTE: Negative reports are not required. (Ref. GCAM Appendix D9)	FMO, IPO
X	Performance Reports <i>(Required for all Grants and Cooperative Agreements; unless period of performance is less than one year.)</i>	Annually, 60 days prior to the anniversary date of the grant/cooperative agreement (except final year). (Ref. GCAM Appendix D3)	TO, GO, NTR
X	Disclosure of Subject Inventions/Reportable Items (New Technology Report (NTR)) <i>(Required for all Grants and Cooperative Agreements except for those issued solely to support education programs)</i>	Within 2 months after inventor discloses it to recipient. (Ref. GCAM Appendix D10, D28 and D29) <i>eNTR (http://invention.nasa.gov)</i>	PO, TO, GO, NTR
X	Election of Title to a Subject	Within 2 years of disclosure of a	PO, TO, GO

	Invention (Required for all Grants and Cooperative Agreements)	subject invention being elected, except in any case where publication, on sale or public use of the subject invention being elected has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, at least 60 days prior to the end of the statutory period. (Ref. GCAM Appendix D10 and D28)	
X	Interim New Technology Summary Report (NTSR) (Required for all Grants and Cooperative Agreements except for those issued solely to support education programs)	Every 12 months from the date of the grant/cooperative agreement. (Note: Negative reports are required.) (Ref. GCAM Appendix D10, D28 and D29) eNTR (http://invention.nasa.gov)	GO, NTR
X	Notification of Decision to Forego Patent Protection (Required for all Grants and Cooperative Agreements)	As applicable, not less than 30 days before the expiration of the response period required by the relevant patent office. (Ref. GCAM Appendix D10 and D28)	PO, TO, GO
X	Utilization of Subject Invention/Reportable Items (Required for all Grants and Cooperative Agreements except for those issued solely to support education programs)	Every 12 months from the date a subject invention is elected. Note: Negative reports are required. (Ref. GCAM Appendix D10 and D28)	PO, TO, GO
	Annual NASA Form 1018 Property in the Custody of Contractors (Required for all Grants and Cooperative Agreements with commercial organizations)	Due not later than October 15 of each year. Note: Negative reports are required. (Ref. GCAM Appendix D30)	FMO, IPO
X	Federal Award Accountability and Transparency Act (FFATA) Subaward Reporting (Required for all grants and cooperative agreement recipients that issue first-tier subawards above \$30,000) EXEMPTION: If, in the previous tax year, the recipient or subrecipient had gross income, from all sources, under \$300,000, they are exempt from the requirements to report subawards.	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, 2020, the obligation must be reported by no later than December 31, 2020.) (Ref. GCAM – Appendix D4) http://www.fsrs.gov	GO

<p>X</p>	<p>Federal Award Accountability and Transparency Act (FFATA) Executive Compensation Reporting</p> <p><i>Required for all grants and cooperative agreement recipients and subrecipients that meet the following criteria: i. The total Federal funding authorized to date under a Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320; 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.)</i></p> <p>EXEMPTION: If, in the previous tax year, the recipient had gross income from all sources under \$300,000, they at</p>	<p>Recipients – Report by the end of the month following the month in which this award is made and annually thereafter. See example in the row above.</p> <p>Subrecipients – Report to the recipient by the end of the month following the month during which you make the subaward. See example in the row above. (Ref. GCAM – Appendix D4) http://www.fsrs.gov</p>	<p>GO (Recipients Only)</p>
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	<p>http://www.sec.gov/answers/execomp.htm.)</p> <p>EXEMPTION: <i>If, in the previous tax year, the recipient had gross income from all sources under \$300,000, they are exempt from the requirements to report the total compensation of the five most highly compensated executives of any subrecipient.</i></p>		
X	<p>Data and Research Reporting (Required for all grant and cooperative agreement recipients subject to the “Access to Research Results” terms and conditions)</p>	<p>Recipients shall comply with the data reporting requirements described in their approved Data Management Plan.</p> <p>Final peer-reviewed manuscripts (accepted for publication) shall be submitted to the NASA-designated repository per instructions found at https://sti.nasa.gov/research-access within one year of peer-review or publication by a journal, whichever is earlier. (Ref. GCAM, Appendix D34, Access to Research Results)</p>	TO, STIPO
	FINAL REPORTS	REPORT DUE	RECIPIENT
X	<p>Final New Technology Summary Report (NTSR) (Required for all Grants and Cooperative Agreements except for those issued solely to support education programs)</p>	<p>Within 120 days after the expiration date of the grant/cooperative agreement. (Note: Negative reports are required.) (Ref. GCAM Appendix D10, Appendix D28 and Appendix D29) eNTR (http://invention.nasa.gov)</p>	PO, GO, NTR
X	<p>Properly Certified Final Federal Financial Report, SF 425 (Required for all Grants and Cooperative Agreements)</p>	<p>Within 120 days after the expiration date of the grant/cooperative agreement. (Ref. GCAM Appendix D8)</p>	FMO, GO
X	<p>Final Performance Report (e.g. Summary of Research / Education Activity Report) (Required for all Grants and Cooperative Agreements)</p>	<p>Within 120 days after the expiration date of the grant/cooperative agreement. (Ref. GCAM Appendix D3) For research related training program grants, the summary of research report is completed by the Student.</p>	TO, GO, NTR, STIPO

X	<p>Final Inventory Report of Federally-Owned Property <i>(Required for all Grants and Cooperative Agreements, except those issued solely for education programs and grants and cooperative agreements with commercial organizations)</i></p>	<p>Within 120 days after the expiration date of the grant/cooperative agreement. <i>(Ref. GCAM Appendix D9)</i></p>	<p>CC, IPO, GO</p>
	<p>Final NASA Form 1018 NASA Property in the Custody of Contractors <i>(Required for Grants and Cooperative Agreements with for-profit organizations)</i></p>	<p>Within 120 days after the expiration of the grant or cooperative agreement. <i>(Ref. GCAM Appendix D30)</i></p>	<p>FMO, IPO</p>

*Grants and cooperative agreements with colleges, universities, nonprofit organizations, and small businesses will reference GCAM Appendix D8. Grants and cooperative agreements with large businesses will reference GCAM Appendix D32.



**SPECIAL CONDITIONS
RESEARCH TERMS AND CONDITIONS (RTC)**

For additional information, go to <https://www.nsf.gov/awards/managing/rtc.jsp> (the National Science Foundation hosts the Federal RTC website).

	Reference	RTC Overlay	NASA
Prior Written Approval (prior approval).	200.407		
Use of grant agreements (including fixed amount awards), cooperative agreements, and contracts	200.407(a)		
Changes in principal investigator (PI), project leader, project partner, or scope of effort.	200.201(b)(5)	Required	Required
Cost sharing or matching	200.407(b)		
Use of unrecovered indirect costs, including indirect costs on cost sharing or matching.	200.306(c)	Waived	Waived
Use of current fair market value to determine the value of non-Federal entity donations of services and property for the purposes of cost sharing or matching.	200.306(d)(2)	Waived	Required
Costs of the fair market value of equipment or other capital assets and fair rental charges for land when the Federal award supports activities that require use of equipment, buildings or land.	200.306(h)(2)	Required	Required
Program Income	200.407(c)		
Use of program income during the period of performance (additive method).	200.307(e)(2)	Waived	Waived ¹
Revision of budget and program plans	200.407(d)		
Change in the scope or the objective of the project or program.	200.308(c)(1)(i)	Required	Required
Change in PI/PD specified in the application or Federal award.	200.308(c)(1)(ii)	Required	Required
Disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project by the approved PI/PD.	200.308(c)(1)(iii)	Required	Required ²
Inclusion, unless waived, of costs that require prior approval in accordance with Subpart E -- Cost Principles.	200.308(c)(1)(iv)	Required	Required
Transfer of funds budgeted for participant support costs to other categories of expense.	200.308(c)(1)(v)	Required	Waived ³
Subawarding, transferring or contracting out any work under a Federal award. This provision does not apply to the acquisition of supplies, material, equipment or general purpose services.	200.308(c)(1)(vi)	Required	Waived
Changes in the approved cost-sharing or matching provided by the non-Federal entity.	200.308(c)(1)(vii)	Required	Waived
Need for additional Federal funding to complete the project.	200.308(c)(1)(viii)	Required	Required
Incur project costs 90 calendar days before the Federal awarding agency makes the award.	200.308(d)(1)	Waived	Waived
Incur project costs more than 90 calendar days pre-award.	200.308(d)(1)	Required	Required
Initiate a one-time extension of the period of performance by up to 12 months.	200.308(d)(2)	Waived	Waived
Subsequent no-cost extension or extension of more than 12 months.	200.308(d)(2)	Required	Required
Carry-forward of unexpended balances to subsequent funding periods.	200.308(d)(3)	Waived	Waived
Transfer amounts budgeted for indirect costs to absorb increases in direct costs, or vice versa.	200.308(d)(4)	Waived	Waived
Rebudgeting among direct cost categories for Federal awards in which the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the approved budget.	200.308(e)	Waived	Waived ^{3,4}
Transfer of funds between construction and non-construction activities.	200.308(g)(5)	Required	Required
Real Property	200.407(e)		
Encumber real property acquired with Federal funds.	200.311(b)	Required	Required
Transfer of title to the Federal awarding agency or to a third party.	200.311(c)(3)	Required	Required
Special arrangements and alterations costs incurred specifically for a Federal award.	200.462(a)	Required	Required

Equipment		200.407(f)		
	Encumber equipment acquired with Federal funds.	200.313(c)(1)	Required	Waived
Fixed amount subawards		200.407(g)		
	Subawards based on fixed amounts at any dollar amount, provided the subawards meet the requirements for fixed amount awards in 200.201.	200.332	Waived	Required
Direct Costs		200.407(h)		
	Direct charge the salaries of administrative and clerical staff if all conditions in 200.413 are met, excluding 200.413(c)(3).	200.413(c)	Waived	Waived
Compensation -- personal services, paragraph (h)		200.407(i)		
	Directly charge payments of incidental activities for which supplemental compensation is allowable under written institutional policy (at a rate not to exceed institutional base salary).	200.430(h)(1)(ii)	Waived	Waived
	Faculty salary in excess of Institutional Base Salary (IBS).	200.430(h)(2)	Required	Required
	Intra-IHE faculty consulting on a Federal award that exceed a faculty member's base salary.	200.430(h)(3)	Waived	Waived
Compensation -- fringe benefits		200.407(j)		
	Severance payments to foreign nationals employed by the non-Federal entity outside the US that exceed the amounts customary in the US.	200.431(i)(4)	Required	Required
	Severance payments to foreign nationals employed by the non-Federal entity outside the US due to termination of the foreign national as a result of the closing of, or curtailment of activities by, the non-Federal entity in that country.	200.431(i)(5)	Required	Required
Entertainment costs		200.407(k)		
	Inclusion of costs of entertainment, including amusement, diversion, and social activities and any associated costs that have a programmatic purpose.	200.438	Required	Required
Equipment and other capital expenditures		200.407(l)		
	Direct charge capital expenditures for general purpose equipment.	200.439(b)(1)	Waived	Waived ^{3,5}
	Direct charge capital expenditures for buildings and land use.	200.439(b)(1)	Required	Required
	Direct charge capital expenditures for special purpose equipment over \$5,000.	200.439(b)(2)	Waived	Waived ^{3,5}
	Capital expenditures for improvements to land or buildings which materially increase their value or useful life.	200.439(b)(3)	Required	Required
Exchange rates		200.407(m)		
	Exchange rate fluctuations that result in the need for additional Federal funding, or a reduction in the scope of the project.	200.440(a)	Required	Required
Fines, penalties, damages and other settlements		200.407(n)		
	Costs resulting from non-Federal entity violations of, alleged violations of, or failure to comply with, Federal, State, tribal, local or foreign laws and regulations.	200.441	Required	Required
Fund raising and investment management costs		200.407(o)		
	Costs of organized fund raising for the purposes of meeting the Federal program objectives.	200.442(a)	Required	Required
Goods or services for personal use		200.407(p)		
	Costs of housing (e.g. depreciation, maintenance, utilities, furnishings, rent), housing allowances and personal living expenses.	200.445(b)	Required	Required
Insurance and indemnification		200.407(q)		
	Costs of insurance or of contributions to any reserve covering the risk of loss of, or damage to, Federal Government property.	200.447(b)(2)	Required	Required
Memberships, subscriptions, and professional activity costs, paragraph (c)		200.407(r)		
	Costs of membership in any civic or community organization.	200.454(c)	Required	Required
Organization costs		200.407(s)		
	Costs such as incorporation fees, brokers' fees, fees to promoters, organizers or management consultants, attorneys, accountants, or investment counselor, whether or not employees of the non-Federal entity in connection with establishment or reorganization.	200.455	Required	Required
Participant support costs		200.407(t)		
	Transfer of funds into the participant support cost category.	200.456	Waived	Waived

	Transfer of funds budgeted for participant support costs to other categories of expense.	200.308(e)(1)(v)	Required	Waived ³
Pre-award costs		200.407(u)		
	Inclusion of allowable pre-award costs.	200.458	Waived	Waived
	Incur project costs 90 calendar days before the Federal awarding agency makes the award.	200.308(d)(1)	Waived	Waived
	Incur project costs more than 90 calendar days pre-award.	200.308(d)(1)	Required	Required
Rearrangement and reconversion costs		200.407(v)		
	Direct charge special arrangements and alterations costs incurred specifically for a Federal award.	200.462(a)	Required	Required
Selling and marketing costs		200.407(w)		
	Costs of selling and marketing any products or services of the non-Federal entity (unless allowed under §200.421 Advertising and public relations).	200.467	Required	Required ⁶
Taxes (including Value Added Tax)		200.407(x)		
	Use of foreign tax reimbursement for approved activities under the Federal award.	200.470(c)	Required	Required
Travel costs		200.407(y)		
	Inclusion of travel costs for officials covered by 200.444 General costs of government.	200.474(a)	Required	Required
	Travel costs for dependents for travel of duration of six months or more.	200.474(c)(2)	Required	Required
*	Any of the authorities may be over-ridden by a special term or condition of award.			
1	With prior approval, may use to meet cost share requirement.			
2	Applies to PIs and co-PIs.			
3	Waived unless results in a change of scope.			
4	Waived unless total cost share amount is reduced from what was approved in budget.			
5	Waived if the cost of equipment is appropriately prorated among the activities to be benefitted.			
6	Pertains only to items produced under this award in which the Federal share was used for all or part of the development.			

**LARC
POINTS OF CONTACT**

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Financial Management Office (<i>For inquiries</i>)	Attn: FMD-Grants NASA Shared Services Center Building 1111, Jerry Hlass Road Stennis Space Center, MS 39529 NSSC-ContactCenter@nasa.gov Phone Number: 877-677-2123 (877-NSSC123) Fax Number: 866-779-6772
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