



# NASA Grant and Cooperative Agreement Manual

In Accordance with 2 CFR Part 200

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## **1.0 Purpose**

The National Aeronautics and Space Administration (NASA) Grant and Cooperative Agreement Manual (GCAM) provides internal policy guidance to NASA Technical Officers and Grant Officers to implement government-wide and NASA-specific regulations for awarding and administering grants and cooperative agreements with educational and non-profit organizations; State, local, and Indian tribal governments; and for-profit entities when no cost-sharing is required. The government-wide regulations are set forth in the Code of Federal Regulations (CFR) 2 CFR 200 and are supplemented by NASA regulations provided in 2 CFR Part 1800.

## **2.0 General**

### **2.1 Relationship between the GCAM and the Federal Acquisition Regulation**

The Federal Acquisition Regulation (FAR) and Federal procurement statutes do not apply to grants or cooperative agreements. Broad Agency Announcements (BAAs) are a type of solicitation that may result in the award of either a grant/cooperative agreement or a contract. Any solicitation that may result in a contract award is subject to the FAR. Solicitations that cannot result in the award of a contract are subject to the GCAM.

The NASA FAR Supplement (NFS) describes two types of BAAs: Announcements of Opportunity (AOs) and NASA Research Announcements (NRAs). AOs and NRAs may result in the award of contracts, cooperative agreements, and/or grants. In addition to Part 35 of the FAR, AOs are subject to NFS Part 1872, and NRAs are subject to NFS 1835.016-17.

Even if a BAA is subject to the FAR during the solicitation process, the GCAM applies when it is determined, after the receipt of proposals, that the resulting award will be a grant or cooperative agreement. If a BAA results in the award of a grant or cooperative agreement, then the Grant Officer must include the terms and conditions required by this Manual in the resulting award document, rather than the terms and conditions of the FAR and NFS.

Funding through a Cooperative Agreement Notice (CAN) is always done through a cooperative agreement. A CAN is used to solicit unique research programs and/or related activities that involve a relatively high degree of interaction and cooperation between NASA and the selected recipient(s) to achieve NASA's desired objectives (for example, to develop and operate a research institute, carry out an extensive educational/public outreach activity, or acquire a specified technology capability).

### **2.2 Acronyms**

AO - Announcement of Opportunity  
AOR - Authorized Organization Representative  
BAABroad Agency Announcement  
CANCooperative Agreement Notice  
CASICenter for Aerospace Information  
CFDACatalogue of Federal Domestic Assistance  
CFOChief Financial Officer  
CFRCode of Federal Regulations  
CMM Contract Management Module

DAA -Document Availability Authorization  
DCMA -Defense Contract Management Agency  
DoD - Department of Defense  
DUNS - Data Universal Numbering System  
FAPIS -Federal Awardee Performance and Integrity Information System  
FAR - Federal Acquisition Regulation  
FGCAA -Federal Grants and Cooperative Agreements Act  
FIPS PUB - Federal Information Processing Standards Publication  
FPDS-NG -Federal Procurement Data System-Next Generation  
FFATA -Federal Funding Accounting and Transparency Act  
FFR -Federal Financial Report  
FSRS -Federal Subaward Reporting System  
GCAM -Grant and Cooperative Agreement Manual  
GIC -Grant Information Circular  
ICPMO -Internal Central Printing Management Officer  
ISS -International Space Station  
ITAR -International Traffic and Arms Regulations  
JAUPJustification for Acceptance of Unsolicited Proposals  
JPL -Jet Propulsion Laboratory  
JUNG -Justification for Non-competitive Grants  
MOA -Memorandum of Agreement  
NASA -National Aeronautics and Space Administration  
NAIS - NASA Acquisition Internet Service  
NFS - NASA FAR Supplement  
NPR -NASA Procedural Requirements  
NSPIRES -NASA Solicitation and Proposal Integrated Review and Evaluation System  
NRA NASA Research Announcement  
NSSCNASA Shared Services Center  
OCFO -Office of the Chief Financial Officer  
OCI - Organizational Conflict of Interest  
OMB - Office of Management and Budget  
ONR -Office of Naval Research  
PMR -Procurement Management Review  
PCSA -Property Control System Analyses  
PCSRPlant Clearance System Reviews  
RFP -Request for Proposal  
RPPR - Research Performance Progress Report  
SAM -System for Award Management  
SPOC -Single Point of Contact  
STI -Scientific and Technical Program  
TAS -Treasury Account Symbol

### **3.0 Choice of Award Instrument**

### 3.1 General

Determining choice of instrument is the first step needed to decide whether the GCAM applies. The Federal Grant and Cooperative Agreements Act of 1977 (FGCAA) was enacted to give agencies better understanding of the types of instruments executive agencies may award by characterizing the relationship between executive agencies and contractors, States, local governments, and other recipients in acquiring property and services and in providing U.S. Government assistance. The FGCAA characterizes instruments by defining the terms *procurement contract*, *grant*, and *cooperative agreement*.

The FGCAA defines a procurement contract as a legal instrument reflecting the relationship between the U.S. Government and a State, a local government, or other recipient when:

1. The principal purpose of the instrument is to acquire (by purchase, lease, or barter) property or services for the direct benefit or use of the U.S. Government or
2. The agency decides in a specific instance that the use of a procurement contract is appropriate.

The FGCAA defines a grant as a legal instrument reflecting a relationship between the U.S. Government and a State or local government or other recipient when:

1. The principal purpose of the relationship is to transfer a thing of value to the State or local government or other recipient to carry out a public purpose of support or stimulation authorized by a law of the United States instead of acquiring (by purchase, lease, or barter) property or services for the direct benefit or use of the U. S. Government; and
2. Substantial involvement is not expected between the executive agency and the State or local government or other recipient when carrying out the activity contemplated in the agreement.

The FGCAA defines a cooperative agreement as a legal instrument reflecting a relationship between the U.S. Government and a State or local government or other recipient when:

1. The principal purpose of the relationship is to transfer a thing of value to the State or local government or other recipient to carry out a public purpose of support or stimulation authorized by a law of the United States instead of acquiring (by purchase, lease, or barter) property or services for the direct benefit or use of the U.S. Government; and
2. Substantial involvement is expected between the executive agency and the State or local government or other recipient when carrying out the activity contemplated in the agreement.

Congress enacted the FGCAA because it was concerned about the perceived misuse of assistance agreements, specifically, using assistance agreements to circumvent competition and procurement rules. If the principal purpose of the funded activity is to provide something for the direct benefit or use of the Federal government, then a contract is the appropriate legal instrument to use. Grants and cooperative agreements, on the other hand, are considered a type of financial assistance because they support or stimulate a public purpose.

### **3.2 Basic Considerations in Determining Award Instrument**

The decision whether to use a contract, grant, or cooperative agreement as an award instrument must be based on the principal purpose of the relationship or arrangement. The type of business entity or non-profit organization shall not be a primary factor in determining the award instrument.

When NASA, within its authority, enters into a transaction in which the principal purpose is to accomplish a public purpose of support or stimulation authorized by Federal statute, a grant or a cooperative agreement is the appropriate instrument. Conversely, if the principal purpose of a transaction is to accomplish a NASA need, requirement, or service (in other words, to produce something for NASA use or to obtain a direct service for NASA use or benefit), a contract shall be used as the award instrument.

Two essential questions should be asked in determining the appropriate funding instrument. The first question is: Will NASA be directly harmed in furthering a specific NASA mission or program requirement if the research or project is not accomplished? The answer to this question must be “No.”

The second question is: Is the work being performed by the recipient primarily for its own purposes, with NASA merely providing financial support or other assistance? The answer to this question must be “Yes.” If these two criteria are met in the manner specified, the research or project effort is generally not representative of a NASA requirement, and then the consideration is whether it supports or stimulates a public purpose.

### **3.3 Questions to Determine Principal Purpose**

The following are questions for the Benefit or Use Test:

- Is NASA the primary beneficiary or user of the activity?
- Is NASA providing the specifications for the project?
- Is NASA having the project completed based on its own identified needs?
- Does NASA require the delivery of tangible property at the completion of the activity?

The following are questions for the Support or Stimulation Test:

- Is the applicant performing the project for a public purpose?
- Is NASA merely supporting the project with financial or other assistance?
- Is the benefit to NASA incidental (in other words do funded activities complement NASA's mission)?

### **3.4 Determining Whether to Issue a Grant or Cooperative Agreement**

The distinguishing factor between a grant and a cooperative agreement is the degree of Federal participation or involvement during the performance of the work activities. Substantial involvement pertains to programmatic involvement rather than administrative oversight. Examples of substantial NASA involvement and contribution could include or involve:

- NASA plays an active role in collaborative relations;
- Government personnel, property, facilities, equipment, or research capabilities are used or shared;

- The recipient works for a substantial amount of time at a NASA Center or a NASA personnel works at the recipient's facility, provided the shared facility arrangements is at no cost to either party; or
- The collaboration serves to produce and/or enhance a jointly authored report or educational product.

Throughout this manual, the term “grant” includes “cooperative agreement” unless otherwise indicated.

### **3.5 Nature of Awards**

Although NASA's authority is not limited to research grants, typically NASA awards grants to support research and research related activities. Research-related activities may include education, travel, conferences, and training. Unless otherwise specified, performance will be assessed through the annual Research Performance Progress Report (RPPR).

### **3.6 Organizational Conflict of Interest Policy**

Attending to the issues of conflict-of-interest, bias, and confidentiality is critical to ensuring the fairness and credibility of the proposal, evaluation, selection, award, and administration of Federal awards. Any actual or apparent conflicts of interest must be disclosed. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties, has a financial or other interest in a proposing organization. NASA has established policies and procedures to avoid, to the maximum extent practicable, conflicts of interests associated with Federal awards.

The recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. The recipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

### **4.0 Limitations**

1. NASA does not award grants to provide monetary donations to individuals, groups or institutions regardless of the purpose(s).
2. NASA ability to award grants and cooperative agreements is limited by appropriations available to carry out authorized Agency programs. Advice of NASA legal counsel will be sought in unusual situations.
3. Excess Government research property may be donated to educational institutions and non-profit organizations pursuant to 15 U.S.C. 3710(I), and such donation is not considered a grant. See § 2 CFR 200.312(b).
4. Loans of other Government property not associated with a contract, grant, or cooperative agreement under 31 U.S.C. 6301 to 6308, and made under the Space Act of 1958, are accomplished through separate NASA loan agreements that are neither grants or cooperative agreements.



5. Neither grants nor cooperative agreements shall be used as legal instruments for consulting services to NASA.
6. Grants and cooperative agreements shall not be used as legal instruments for facility design or construction services to NASA.
7. NASA grants and cooperative agreements are typically not used to fund, in full or in part, real property or general remodeling, construction, or demolition of a new or existing non-NASA building or any other type of facility—including exterior spaces. This limitation does not prevent eligible recipients (such as research and/or education organizations, non-profit museums and/or planetariums, parks, etc.) from using funds from a NASA grant or cooperative agreement to acquire equipment production or to enhance, establish, and/or replace permanent NASA-related exhibits with total costs in excess of \$5,000. This limitation also does not prevent recipients from using funds from grants or cooperative agreements for the design, fabrication (commonly called construction), delivery, and/or installation for a NASA-related-permanent exhibit; for installation and/or operation of fixed or permanent planetarium equipment; for outdoor exhibits such as solar system walks or Mars Rover yards; or for the delivery, installation, operation, and/or maintenance of permanent, large research equipment.
8. Requesting an exception to facility, real estate, real property or construction limitations: it is unlikely that an award to create or enhance a facility or to purchase real estate or property will be approved unless specifically authorized by Congress. A review by Center legal counsel to assure legal sufficiency is required. When legal authority exists for a non-NASA entity to receive a grant or cooperative agreement for the design or construction of a NASA or non-NASA facility, the NASA Center must submit a proposal to the Program Operations Division (or any successor organizational unit) in the Office of Procurement at Headquarters that at minimum includes:
  - a. Copy and full citation of the Congressional Authorization that names the recipient
  - b. Dollar value
  - c. Organization identifiers are required for all NASA awards, such as, but not limited to, name, address, and contact information of the recipient.
  - d. The request package should state that a proposal has been received, accepted by the NASA Center as adequate for evaluation, evaluated, and determined suitable for funding.
  - e. A proposal that is adequate for evaluation shall include, at a minimum, a reasonable description of the work to be performed and its technical objectives, a description of the resources needed, and an adequate justification of the proposed budget.
  - f. The evaluation shall be conducted following the procedures in Section 2 CFR 200.204 and 205. The standards for determining that a proposal is suitable for funding are technical soundness and cost reasonableness and realism.
  - g. The request package shall include a copy of the proposal and the technical and cost evaluations.
  - h. In addition, the proposal should be reviewed by Center facilities, environmental and historical preservation specialists to ensure compliance with the National Environmental Protection Act and the National Historic Preservation Act, and their findings should be included in the request package.

## 5.0 Preaward

### 5.1 Competition

Consistent with the FGCAA, competition is encouraged in the award process for making grants and cooperative agreements. Grants and cooperative agreements are classified in two major categories: discretionary and non-discretionary. Discretionary awards are those for which the Agency may issue a competitive solicitation to determine the recipient and the amount of the award. Generally, such awards are made using merit-based peer or scientific reviews following the procedures in 2 CFR 200 as supplemented by the NASA at 2 CFR, subtitle B, Chapter XVIII. Non-discretionary awards typically are those actions that NASA is required to award to a specific recipient in accordance with Congressional direction, either through earmarked funds or appropriations acts.

NASA may award grants or cooperative agreements using three different methods: awarded on a competitive basis; awarded on a single-source basis; or awarded on the basis of an unsolicited proposal. Although competitive awards are encouraged when practicable, NASA has the authority to make awards on a non-competitive basis from single-source proposals and unsolicited proposals. The difference between single-source proposals and unsolicited proposals is that the Agency solicits proposals in single-source awards from only one recipient but does not solicit proposals when an award is based on an unsolicited proposal.

### 5.2 Competitive Awards

#### 5.2.1 Synopses Requirements

1. All announcements of grant and cooperative agreement funding opportunities shall be synopsisized using the standard set of data elements (enclosed), prescribed by the Office of Management and Budget (OMB). The synopsis shall be prepared in NSPIRES or Federal Business Operations (FBO), as appropriate. Access FBO at: <https://www.fbo.gov>. Synopses shall be electronically posted to: <http://www.Grants.gov>, no later than 3 business days after release of the full announcement.
2. All competitive solicitations that can result in the award of a grant or cooperative agreement shall be posted on the NASA Solicitation and Proposal Integrated Review and Evaluation System (NSPIRES). Procurement offices shall notify program offices issuing solicitations of the requirement to use NSPIRES. Those posting solicitations on NSPIRES shall register for an account at <https://i-nspires.nasaprs.com/internal/index.faces>. Instructions for using NSPIRES will be available through user desk guides at <https://i-nspires.nasaprs.com/tutorials/>. If additional help is needed, the NSPIRES Help Desk can be contacted at (202) 479-9376, or by email at [nspires-help@nasaprs.com](mailto:nspires-help@nasaprs.com).
3. This requirement applies to all announcements of grant and cooperative agreement funding opportunities with the following exceptions:
  - a. Announcements of opportunities for awards less than \$25,000 for which 100 percent of eligible applicants live outside of the United States.
  - b. Single-source announcements of opportunities that are specifically directed to a known recipient.

### **5.2.2 Announcements**

All funding opportunities are prepared by the cognizant technical/program office in accordance with NPR 5810 as amended, for all competitive grants. Grant Officers must announce specific funding opportunities. The announcement shall include the information specified under 2 CFR 200.203 and follow the formatting and include the standard and agency specific language, found in the template located in Appendix A of this document. Grant Officers shall use the solicitation numbering scheme stated in NFS 1804.7102 for grant and cooperative agreement announcements.

### **5.2.3 Proposals**

1. For standard proposal format, Grant Officers should refer to the Proposers Guidebook located at URL: <http://www.hq.nasa.gov/office/procurement/nraguidebook/>
2. NASA may accept cost-sharing when voluntarily offered. For grants and cooperative agreements with commercial organizations that require cost-sharing, Grant Officers should refer to 14 CFR Part 1274.
3. Proposals for efforts that involve printing, binding, and duplicating in excess of 25,000 pages are subject to the Government Printing and Binding Regulations, No. 26, February 1990, S. Pub. 101-9, U.S. Government Printing Office, Washington, DC 20402, published by the Congressional Joint Committee on Printing. The technical office will refer such proposals to the Installation Central Printing Management Officer (ICPMO). The Grant Officer will be advised in writing of the results of the ICPMO review.

### **5.2.4 Evaluation and Selection Documentation**

1. The Technical cognizant office is responsible for the technical evaluation, which may be based on peer review. The Technical cognizant office must provide to the Grant Officer a completed selection package as outlined in paragraph (b). Note: documentation and grant files can be maintained in an electronic format. Grant Officers should refer to the Guidebook for Proposers for more detailed information located at <http://www.hq.nasa.gov/office/procurement/nraguidebook/>.
2. Under NRAs, AOs, BAAs, and CANs, the selecting official will furnish to the Grant Officer the documentation listed below. This package should be submitted to the grant office at least 29 calendar days prior to the requested award date, or before the expiration of the funded period in the case of the renewal of an existing effort.
  - a. A copy of the NRA, AO, BAA, or CAN or as requested just a copy of the front page of the NRA, AO, BAA, or CAN to confirm the award is made as a result of a selection under a NRA, AO, BAA, or CAN.
  - b. A copy of the proposals selected for award to include budget justification.
  - c. A copy of the selection statement and technical or peer evaluation document.
  - d. Funded procurement request, any other support documentation required for the specific award, such as protocol for animal testing, and any data deliverables that may be required when potentially hazardous operations, such as those related to flight and/or mission critical ground systems, have been proposed (e.g., Payload Safety Data Review Package).

3. If sub-recipients are stated in a proposal that has been selected for award through a competitive announcement, a separate award may be made to the proposed sub-recipients when NASA deems appropriate. Such grants are considered to be competed. The competitive announcement cover page, prime proposal, and its corresponding technical evaluation may be used to satisfy file documentation requirements for the sub-recipient grant.
4. For an unsolicited proposal, the technical office should submit a completed NF 884 and a justification for acceptance of an unsolicited proposal requesting financial assistance. For a single-source proposal, the technical office should submit a copy of the approved justification. (See 5.3.1 Single-source proposal and 5.3.2 Unsolicited Proposals). Sample formats of the justifications are contained in Exhibit A.
5. The evaluation of the proposal budget will conform to the following procedure:
  - a. The Technical Officer will review the proposer's estimated cost for conformance to program requirements and fund availability. New budgets are not required when the program office recommended funding is within twenty (20) percent of the proposed amount, provided that, if requested by the proposer, a revised scope-of-work based on the recommended funding is submitted by the proposer for acceptance by the Technical Officer. However, when funding decreases in equipment and/or sub-contracts are involved, the cognizant program office is required to identify the cost element(s) affected by the change in funding level.
  - b. The Grant Officer will review the budget and any changes made by the Technical Officer to identify any item that may be unallowable under the cost principles, or that appears unreasonable or unnecessary. Requests for details from the recipient should be limited to the minimum necessary to conduct the review.
  - c. The Grant Officer will address requests for direct charge of equipment in the negotiation summary, and state whether the purchase is approved as a direct cost.
6. If a proposal is not selected, the proposer will be notified by the selecting official in accordance with the procedures set forth in the NRA, AO, CAN, or BAA.
7. Analysis of Offeror's Cost Proposals for Cooperative Agreements with Commercial Firms. An analysis shall be performed using proposal analysis techniques found at FAR 15.404-1, as appropriate, for cooperative agreements with commercial firms in which the recipient does not share at least 50 percent of the cost or the total value of the agreement is greater than \$5 million.
8. Analysis of the budget shall be documented and maintained in the grant file.

Grant renewals provide for continuation of research beyond the original scope, period of performance and funding levels; therefore, new proposals, certifications and technical evaluations are required prior to the execution of a grant renewal. Grant renewals will be awarded as new grants. Continued performance within a period specified under the Multiple Year Grant terms and conditions does not constitute a renewal. For research originally awarded through a competitive NRA, CAN, or other competitive announcement that has completed its period of performance, peer review of a proposal to continue the research should be accomplished prior to selecting the research grant for renewal. Renewals of such awards are considered competed. If the effort was originally awarded through an unsolicited proposal, a new justification to accept the unsolicited proposal would be required. Multiple-year grant term and conditions may be incorporated into renewals.

### **5.2.5 Electronic Submission**

NASA discretionary grant applications must be submitted electronically, as instructed in the funding announcement. NASA will not accept other types of application submission, except when a waiver of this requirement is approved by the NASA point of contact listed in the funding announcement. The process for applying for a waiver is described in Exhibit B.

## **5.3 Non-competitive Awards**

### **5.3.1 Single-source Proposals**

1. Single-source proposals for grants and cooperative agreements are applications for financial assistance for support of an idea, method, or approach to carry out a project for a public purpose that is relevant to NASA's Mission. Single-source proposals are submitted in response to a cognizant technical office's request made only to the proposing organization. A single-source proposal must not resemble the substance of a current or pending competitive NASA solicitation and should include sufficient technical and cost detail to persuade NASA that the project represents a worthwhile approach to satisfy the criteria below:
  - a. The proposing organization has unique qualifications or
  - b. The circumstances surrounding the proposed project necessitate the use of a non-competitive grant or cooperative agreement award.
2. Peer review of proposals is always preferred. All single-source proposals will be thoroughly reviewed by NASA before award. Proposals exceeding the Simplified Acquisition Threshold must be evaluated by at least three peer reviewers. Due regard for conflicts of interest and protection of proposal information is always part of the process.
3. In support of the selection of a single-source proposal, the NASA cognizant technical office shall prepare a written Justification for a Single-source Grant or Cooperative Agreement that thoroughly addresses the following items:
  - a. Specific identification of the document as a "Justification for a Single-source Grant or Cooperative Agreement Action
  - b. Identification of the NASA funding sponsor
  - c. Identification of the intended recipient (to include the legal name of the institution, entity, or individual; the name of the principal investigator; and the recipient's address).
  - d. A concise description of the proposed project.
  - e. Total anticipated project budget
  - f. Period of performance
  - g. A statement as to whether this is a new project or a continuation of an existing project.
  - h. A demonstration that (1) the proposed recipient's unique qualifications or (2) the circumstances surrounding the proposed project necessitate the use of a non-competitive grant or cooperative agreement award.
  - i. The NASA Technical Officer's certification and signature stating that the justification is accurate and complete to the best of their knowledge and belief.

- j. Concurring signature can be at a level above the Technical Officer. However, this concurring signature is not required for individuals at a division chief or higher level, or those who have been designated as a selecting official.

Each single-source grant or cooperative agreement action shall also be subject to the policies, procedures, concurrences, and/or approvals established by the NASA funding sponsor's organization and/or Center.

### 5.3.2 Unsolicited Proposals

1. Unsolicited proposals for grants and cooperative agreements are applications for financial assistance for support of an idea, method, or approach to carry out a project for a public purpose that is relevant to NASA's Mission. Unsolicited proposals are not submitted in response to a formal or informal NASA solicitation. Offerors considering preparing an unsolicited proposal should refer to NASA's [Guidance for the Preparation and Submission of Unsolicited Proposals](#).
2. Circumstances for return without review:
  - a. NASA may return without review any unsolicited proposal that are within the scope of a current solicitation or one that is planned for the near future. Before expending effort preparing a proposal potential proposers should review the solicitations at <http://solicitation.nasaprs.com/open> to determine whether there is a solicitation to which the proposal could have been submitted.
  - b. NASA also will return without review any proposal that is not relevant. Before expending effort preparing a proposal potential proposers should review the current version of the NASA Strategic Plan and documents from the specific directorate, office, or program within NASA (e.g., [the Science Plan](#), [Space Technology Roadmaps](#)) to determine if the work planned is sufficiently relevant and closely related to current goals to warrant a formal submission.
  - c. NASA may return without review any unsolicited proposal that does not contain adequate detail to evaluate the criteria below in section 4.
3. NASA may accept an unsolicited proposal only if it meets all of the following criteria (see the Guidebook for Proposers, Section C.2 Evaluation Criteria):
  - a. Is of high scientific and/or technical merit
  - b. Is relevant to NASA
  - c. The proposed costs are reasonable and realistic.
  - d. Proposer could not have submitted a responsive proposal to a current or pending competitive NASA solicitation, see paragraph 2.
  - e. Any unsolicited proposal must contain adequate detail to evaluate the criteria below.
4. Submission of unsolicited proposals
  - a. All unsolicited proposals will be submitted through the NASA Solicitation and Proposal Integrated Review and Evaluation System (NSPIRES) to the unsolicited proposal response structure found at <http://solicitation.nasaprs.com/open>. See the NASA Guidance for the Preparation and Submission of Unsolicited Proposals for Financial Assistance at [https://prod.nais.nasa.gov/pub/pub\\_library/unSol-Prop.html](https://prod.nais.nasa.gov/pub/pub_library/unSol-Prop.html) for further instructions.

- b. NASA Headquarters and each NASA field installation shall designate at least one point of contact for receiving and coordinating the handling and evaluation of unsolicited proposals. NASA will not accept for formal evaluation unsolicited proposals initially submitted to another agency or to the Jet Propulsion Laboratory (JPL) without the offeror's express consent.
  - c. Each Center shall establish procedures for handling proposals initially received through NSPIRES. Points of contact are also responsible for providing guidance to potential offerors regarding the appropriate NASA officials to contact for general mission-related inquiries or other pre-proposal discussions.
5. Evaluation of unsolicited proposals
- a. Peer review of proposals is always preferred and it is required as described in paragraph 2 in Section 5.3.1.
  - b. Any proposal considered for funding must be evaluated based on the criteria given in paragraph 3. In Section 5.3.2.
6. Selection or Declination of Unsolicited Proposals
- a. The decision to fund or not fund an unsolicited proposal is made by the selecting official based on the recommendation of NASA technical personnel.
  - b. If an unsolicited proposal is selected for funding a justification should be provided by the program office that thoroughly addresses the criteria in Section 5.3.1 (paragraph 2) and the circumstances surrounding the proposed project that necessitate the use of a non-competitive grant or cooperative agreement award.
  - c. Concurrence on the justification is as given in Section 5.3.1 (paragraph 3).
7. Whether an unsolicited proposal is selected or declined, NASA will notify in writing the proposer of the decision in a timely manner. Whenever practicable the evaluations that formed the basis of the decision, or a summary of those evaluations, should be provided to the proposer in writing. Notifications will be made and evaluations should be provided via NSPIRES, but may also be communicated by other methods.

### **5.3.3 Grant and Cooperative Agreement Renewals**

1. Renewals are new non-competitive awards that provide for continuation of successful currently supported projects beyond the original period of performance and funding levels.
- a. Renewals support the same work, or work that is a natural extension of and closely related to current work, not for new projects unrelated to the predecessor award.
  - b. Renewals differ from extensions, as described in Section 6.4 Administrative Changes and Supplements, since renewals are new awards. Continuation within the original period specified under a Multiple Year Grant or Cooperative Agreement does not constitute a renewal.
  - c. Renewals generally are longer duration awards, as opposed to shorter term lengthening of existing work, which can be achieved through extensions described in Section 6.4 Administrative Changes and Supplements.
  - d. The start date of the renewal award should be instituted concurrent with the original expiration date so that the support is continuous and there is no break in funding. As

new proposals, certifications, and technical evaluations are required prior to the execution of a renewal.

2. Renewals will be justified as single-source proposals as described in 5.3.1, with the following exceptions:
  - a. For awards that derived from previously solicited competed proposals, the requirements for justification are:
    - i. A determination that the work is still meritorious.
    - ii. A determination that the work is still relevant.
    - iii. A determination that the costs are reasonable and realistic.
    - iv. An explanation of why the work should be renewed rather than recompleted, e.g., relating to long-term continuity.
    - v. This type of justification may only be used once to renew grants that have been previously competed.
  - b. Renewals of efforts that have been previously competed may resemble the substance of a current or pending competitive NASA solicitation. However, renewals of efforts that have not been previously competed cannot resemble the substance of a current or pending competitive NASA solicitation.
  - c. Renewals of previously non-competitive awards must satisfy the requirements in 5.3.1 and 5.3.2. In addition, these justifications must address: (1) why the renewal is necessary, and (2) why, if NASA decided to support the work previously, the work was not subsequently incorporated into a solicitation.
  - d. Higher scrutiny will be given when an effort is renewed more than one time.

#### **5.4 Format and Numbering**

1. NASA Form 1687 is the cover page for all grants. Terms and Conditions for grants with U.S. organizations shall be incorporated by reference. Full text of the terms and conditions are located at 2 CFR 1800 Appendix B. Terms and conditions for grants with foreign organizations will be printed in full text. An acceptance block may be added when the Grant Officer finds it necessary to require bilateral execution of the grant. Program budgets are not generally attached to the award document. When it is necessary to attach the budget due to revisions to the original proposed budget or other reasons, this information should be suitably marked as confidential, and is not to be disclosed outside the Government without the consent of the grantee.
2. Grants and cooperative agreements will be sequentially numbered. The Identification Numbering System to be used for all types of NASA grants and cooperative agreements will be applied as follows:
  - a. Agency prefix. NASA's agency prefix shall be represented by the characters "NN".
  - b. Center. The Center Identification Number shall conform to NASA FAR Supplement (NFS) 48 CFR 1804.7102(a).
  - c. Fiscal year. The fiscal year shall be represented as two digits.
  - d. Action number. The action number shall be identified using a two digit alpha and two digit numerical character from AA01 through ZZ99.
  - e. Procurement code. Cooperative Agreements will be identified using "A" as the procurement code. Grants (other than training grants) will be identified using "G" as



the procurement code. Training Grants will be identified using “H” as the procurement code.

f.As an example of the above set forth methodology, the first two training grants awarded by Glenn Research Center in Fiscal Year 2004 would be NNC04AA01H and NNC04AA02H.

**5.5 NASA Catalogue Federal Domestic Assistance Structure**

<b>TITLE</b>	<b>TREASURY ACCOUNT SYMBOL</b>	<b>CFDA NUMBER</b>
Science	80 0120	43.001
Aeronautics	80 0126	43.002
Exploration	80 0124	43.003
Aeronautics, Recovery Act	80 0125	43.004
Exploration, Recovery Act	80 0123	43.005
Science, Recovery Act	80 0119	43.006
Space Operations	80 0115	43.007
Education	80 0128	43.008
Cross Agency Support	80 0122	43.009
Construction and Environmental Compliance & Remediation	80 0130	43.010
Office of Inspector General	80 0109	43.011
STMD	80 0130	43.012

Grant officers and/or sponsoring organizations shall enter the applicable Agency Catalogue Federal Domestic Assistance (CFDA) number, as set forth in the CFDA/Treasury Account Symbol (TAS) cross-walk table provided herein, when creating pre-award synopses/BAAs for all new grant or cooperative agreement funding opportunities on Grants.gov. For all new BAAs that may result in the award of a grant or cooperative agreement on or after the effective date of this Grant Information Circular (GIC), the sponsoring organization shall post the applicable Agency CFDA number in the Grants.gov synopsis for that particular announcement. Some BAAs can result in the award of a grant, cooperative agreement, or contract; however, CFDA is not applicable to NASA contracts. Therefore, if the BAA results in the award of a contract, the CFDA number will not be used post award. If more than one funds source/CFDA number is associated with the action, the CFDA number associated with the highest percentage funds source should be cited. NOTE: CFDA numbers “00.000” and “43.AAA” are no longer valid data entries for NASA synopses/BAAs.

**5.6 Length of Award**

Period of performance: Typically the duration of an award does not exceed 5 years unless otherwise specified by a program unique policies and procedures. However, grants that will exceed \$5 million and have a period of performance in excess of 5 years shall require the

approval of the Assistant Administrator for Procurement prior to award. Requests for approval are not required when the 5-year limitation is exceeded due to a no-cost extension.

1. Grants with periods of performance in excess of 5 years may be appropriate when the NASA technical office determines at the inception of the grant that a longer period of performance would be in the interest of NASA and more conducive to the effort. Requests for approval shall include a justification for exceeding 5 years and evidence that the extended years can be reasonably estimated. Awards exceeding 5 (funded) years in duration shall also be subject to the policies, procedures, concurrences, and/or approvals established by the NASA funding sponsor's organization and/or Center.
  - a. If the decision to provide multiple year funding to a proposal is made, the terms and conditions at 2 CFR 1800.992, Appendix B, Multiple Year Grant or Cooperative Agreement, will be included in the award.
  - b. Periods approved under the Multiple Year Grant or Cooperative Agreement term and condition and funded at the levels specified in the term are not considered to be new awards. Therefore, new proposals, new proposal certifications, new technical evaluations and new budget proposals are not required. However, certifications will be required if necessary to implement new restrictions in appropriations that were not in existence at the time of the original award.
  - c. If NASA program constraints or developments within the project dictate a reduction in the funding level specified under a Multiple Year Grant period, work may continue at the reduced level under the terms and conditions; however, the recipient may rebudget under the grant terms and conditions to keep the project within the funding actually provided.

## **5.7 Funding**

1. NASA may support a grant as outlined in the proposal budget, or may offer to fund only selected tasks, or all tasks for a shorter duration (e.g., a one year pilot study) or a combination.
2. For multiyear awards NASA may provide support in increments (e.g., by fiscal year to diminish uncosted carryover) or may provide support for more than one year or provide support for the total award in advance.
3. Regarding incremental funding:
  - a. When funding incrementally by fiscal year, NASA should provide at least one month of funding from the prior fiscal year that carries into the subsequent fiscal year.
  - b. NASA should minimize incremental funding actions; small increments (<\$25K) should be avoided when practical.
  - c. The provision 2 CFR 1800.923, Incremental Funding, will be included in any grant that is incrementally funded. The Grant Officer will determine the number of incremental funding actions that will be allowed.
4. For awards funded in advance for future years, progress reports are still required and shall be reviewed by the NASA point of contact. Grant Officers should be aware that funds may expire and will no longer be available to grantees at the end of long awards (31 USC §1552). If the effect is to provide a guaranteed customer base for new commercial space hardware or services, 51 U.S.C. 30301 prohibits NASA from funding a

grant for longer than one year. The only exception is if an Appropriations Act specifies the new commercial space hardware or services to be used.

5. While NASA normally provides full funding support for research grants, alternate methods of grant funding are as follows:
  - a. Since NASA grant recipients usually gain no measurable commercial or economic benefit from grants, other than conducting research, cost sharing for research grants is not generally required. NASA may, however, accept cost sharing when voluntarily offered. Additionally, in instances when the Grant Officer determines that the recipient will benefit from the research results through sales to non-Federal entities, cost sharing based upon this mutuality of interest will apply. When cost sharing is used, the Grant Officer shall insert a term substantially as shown in 2 CFR 1800.924, Cost Sharing. (See 14 CFR Part 1274.204 (b) for grants and cooperative agreements with commercial organizations involving cost sharing.)
  - b. NASA may provide partial support for a research project or conference where additional funding is being provided by other Federal agencies. If the grant also involves cost sharing by the recipient, the Grant Officer will ensure that the recipient's share does not include any Federal funds.

### **5.8 Review of Risk Associated with the Proposer**

The Grant Officer will conduct a pre-award review of risk associated with the proposer as required by 2 CFR 200.205. For all proposals selected for award, the Grant Officer will review the submitting organization's information available through the Federal Awardee Performance and Integrity Information System (FAPIIS) and the System for Award Management (SAM) to include checks on entity core data, registration expiration date, active exclusions, and delinquent federal debt.

In addition to the FAPIIS and SAM information, the review of risk associated with the proposer will also consider the technical/peer evaluation based on the selection criteria contained in the announcement. Further risk review may be conducted at the discretion of the Grant Officer for applications over the Simplified Acquisition Threshold when an OMB repository indicates that:

1. An applicant is not low risk,
2. The applicant is not known to the grants officer, or
3. The applicant has not received a previous Federal award from NASA.

In such situations, the Grant Officer also may evaluate the organization's financial stability, history of performance if available, and/or audit reports and findings. When appropriate, the Grant Officer may add specific conditions to the award document that correspond to the assessed risk.

### **5.9 Budget Analysis**

The recipient institution is responsible for ensuring that costs charged are allowable, allocable, and reasonable under their applicable cost principles set out in 2 CFR 200 for education organizations, non-profit organizations, state governments, local governments and tribal governments and FAR Subpart 31 for commercial firms. Grant officers will conduct and document a budget analysis of the proposed work. The purpose of the analysis is to determine

that all proposed costs are allowable, allocable, and reasonable under the applicable cost principles either in 2 CFR 200 or FAR Subpart 31. Proposals for multiple year grants shall describe the entire research project and include a complete budget for year one, separate estimates for each subsequent year, and cumulative budget for the entire period. Recipient should submit proposal budgets and detail in accordance with Proposer's Guidebook (<http://www.hq.nasa.gov/office/procurement/nraguidebook/>). This should minimize requests for detail from the recipient. An Example of different cost categories from 2 CFR 200 Subpart E may be found in Exhibit G. During the analysis, the grant officer should review any recommendations for or changes made to the proposed budget by the technical officer.

NASA does not allow the payment for profit or fee to commercial firms through grant awards.

When the use of vehicles is determined necessary to accomplish the proposed work, the vehicles should be leased from a non-Federal entity.

### **5.10 Terms and Conditions in Award Document**

1. Unless otherwise specified, the terms and conditions at 2 CFR 1800.900 to 1800.920 apply to all grants and any cooperative agreements issued under 2 CFR Part 1800 to educational institutions and non-profit organizations. Additionally, the following requirements apply to all grants:
  - a.2 CFR Part 170, Reporting Subaward and Executive Compensation Information;
  - b.2 CFR Part 175, Award Term for Trafficking in Persons; and
  - c.2 CFR 182, Government-wide requirements for Drug-Free Workplace.

The grant officer shall reference these terms and conditions and requirements by including the following statement in all award documents: Unless otherwise specified, the terms and conditions in 2 CFR 1800 to 1800.920 and the requirements in 2 CFR 170, 175, and 182 apply and are incorporated by reference.

2. The grant officer shall also indicate other terms and conditions from 2 CFR Part 1800 that apply by including the provision's number and name in the award document.
3. The grant officer must include any provision in full text in the award document if
  - a.The provision is different from that, is referenced in 2 CFR Part 1800 or Exhibit D, e.g., is on a "substantially as" basis, or
  - b.The provision is programmatic or special condition required for the specific grant.
  - c.The grant officer determines it is appropriate to include a provision in full text.
4. For grants to foreign institutions, the following terms and conditions must be developed with the assistance of legal:
  - a.Payment to foreign organizations
  - b.Customs clearance and visas
  - c.Taxes
  - d.Exchange of technical data and goods
  - e.Choice of Law

In addition, the other terms and conditions in the 2 CFR Part 1800 must be examined to determine whether they should be modified; for example, 2 CFR 1800.927 Invention Reporting and Rights.

5. Grant officers shall also include the following terms and conditions when applicable:
  - a. Cross-Waiver of Liability for International Space Station Activities
  - b. Cross-Waiver of Liability for Science or Space Exploration Activities Unrelated to the International Space Station
  - c. Personal identity verification of recipient personnel
  - d. Restrictions on the Use of the NASA Seal, Insignia, Logotype, Program Identifiers, or Flags

Exhibit C contains the text of these terms and conditions and prescribes when these terms and conditions apply.

### **5.11 The Federal Procurement Data System**

Grant officers or their delegates are required to enter all grant and cooperative agreement awards and all supplements into the Federal Procurement Data System (FPDS) in accordance with the highlighted data fields on the input screen. When completing the description field, the e-Government Act requires Federal agencies to provide a "meaningful" description of the research or project being funded. For this guidance, a meaningful description is one that sufficiently demonstrates the general purpose or nature of the NASA-sponsored research or project. In addition, Grant Officers or their delegates are required to complete the following FPDS data fields:

- Field of Science or Engineering
- Principal Investigator
- Installation Unique - The Catalog of Federal Domestic Assistance (CFDA) number shall be entered in the 'Installation Unique' field. For every grant and cooperative agreement award, there must be a corresponding NASA CFDA number identified; a null value is not a valid option

### **5.12 Distribution**

1. Distribution may be done electronically
2. Copies of grants and supplements should be provided to:
  - a. Payment offices (original copy)
  - b. Technical officers
  - c. Administrative Grant Officers if delegated
  - d. NASA Scientific and Technical Program (STI) Program; and
  - e. Other appropriate offices as determined by the Grant Officer
3. In addition to receipt of grants and supplements, the administrative Grant Officer will receive a copy of the approved budget.
4. The file will record the addresses for distribution.

## **6.0 Post-Award Procedures**

### **6.1 Administration**

#### **6.1.1 Technical Review**

The Technical Officer is responsible for the review of all technical reports required to be delivered under the grant or cooperative agreement. See Publications and Reports, Exhibit E. If the review indicates satisfactory technical performance, the award continues and the Technical Officer releases the next increment of funds if required by the grant. If the review indicates technical performance is unsatisfactory, NASA must communicate with the recipient.

Subsequent actions may include:

1. Redefinition of research
2. Recommend the Grant Officer add specific conditions in accordance with 2 CFR 200.207
3. Recommend future increments not be provided to the recipient in accordance with 2 CFR 1800 Incremental Funding clause
4. Recommend remedies up to and including termination of the award in accordance with 2 CFR 200.338 and 339

#### **6.1.2 Public Release of Scientific and Technical Information (STI) by NASA**

1. The Technical Officer must obtain Document Availability Authorization (DAA) before STI can be:
  - a. Publicly released by NASA,
  - b. Publicly released at the direction of NASA, or
  - c. Presented by NASA or at the direction of NASA any event at which foreign nationals may be present.

The Center STI/Publication Manager shall forward the approved STI and a copy of the approved DAA form to CASI and notify the Technical Officer.

2. Centers shall establish procedures for notifying the grantee or cooperative agreement recipient if and when the STI has been approved for publication by NASA. Generally, this notification is provided by the office responsible for approval of the DAA or the Center STI/Publication Manager.
3. DAA is not required from grantee or cooperative agreement recipients for release of information (such as presentations, publications, reports, webpages, etc.) unless specified in the terms and conditions of the award. Of course, the recipient is required to follow statutes and regulations on export control when releasing information.

#### **6.2 Delegation of Administration**

1. The Grant Officer retains the grant administration functions at NASA except: (1) when a grant or cooperative agreement is awarded with Government-furnished property; (2) when the government retains title to recipient acquired property; or (3) as set forth in paragraphs 2 and 3 below.
2. When the grant or cooperative agreement is awarded with Government-furnished or recipient acquired Government property, the Grant Officer must delegate the Property Administration Function to:

- a. Office of Naval Research (ONR) for grants to educational institutions and non-profit organizations;
- b. Defense Contract Management Agency (DCMA) for grants to commercial firms.
3. The Grant Officer has the discretion to delegate grant or cooperative agreement administration to ONR or DCMA whenever exceptional administrative issues are anticipated. Grant officers cannot exercise this discretion for:
  - a. Training grants
  - b. Grant of short duration (9 months or less) or low dollar value (\$50K or less).
4. Delegation of grant administration either to DCMA or ONR should be made by use of NF 1674 (<https://nef.nasa.gov/>). The type of administrative functions that are delegated should be consistent with the memoranda of understanding (MOAs) between NASA and DCMA and between NASA and ONR. Examples of administration functions delegated for previous awards include:
  - a. Property administration and plant clearance system reviews (PCSRs) and Property Control System Analyses (PCSAs)
  - b. Quality Assurance, Engineering Support and Safety Engineering
  - c. Audit of incurred costs
  - d. NASA Cognizant Agency function of negotiation and approval of indirect rates
5. The ONR services available to NASA for delegation under grants and cooperative agreements are listed in the NASA/ONR MOA. This MOA can be found in the NASA Procurement Library.
6. When administration duties have been assigned to ONR or DCMA, the NF 1674, the award document, supplements, and any relevant property documentation and the approved budget will be sent to ONR or DCMA in a single package (electronically, when possible).
7. Upon acceptance of a delegation, ONR or DCMA agrees to the following: ONR or DCMA shall follow Department of Defense (DoD) property administration policies and procedures, as well as the following NASA requirements:
  - a. The recipient shall maintain property records and manage non-expendable personal property in accordance with 2 CFR 200. During PCSA, ONR, or DCMA will check the recipient's understanding and test compliance of property management requirements, including the accuracy of recipient property reports. ONR or DCMA will provide one copy of each PCSA Report to the appropriate NASA center industrial property officer.
  - b. ONR or DCMA will investigate and notify NASA as appropriate for any unauthorized property acquisitions by the recipient. See the provision at 2 CFR 1800.907.
  - c. ONR or DCMA will notify the cognizant Grant Officer and industrial policy officer when property is lost, damaged or destroyed.
  - d. Under no circumstances will Government property be disposed without instructions from NASA.
  - e. Before disposition, except when returned to NASA or reutilized on other NASA programs, ONR or DCMA will ensure all NASA identifications are removed or

obliterated from property, and computer hard drives are cleared of sensitive or NASA owned/licensed software/data.

### **6.3 Change of Principal Investigator or Recipient Institution**

1. When a principal investigator changes organizational affiliation, the current recipient institution is given an opportunity to find a replacement. The final decision on whether an acceptable replacement is available, or that the research effort should follow the original principal investigator to the new location, is at the discretion of the NASA technical Officer. Grant Officers should process a potential change of principal investigator as follows:
  - a. If the decision is made that the grant will not follow the PI to the new institution, and the current institution does not recommend a substitute for NASA approval, the grant with the current institution is ended by mutual consent or, if necessary, unilaterally by the Grant Officer.
  - b. If the decision is made that the grant will not follow the PI to the new institution, and the current recipient institution does recommend for NASA approval a new PI, the Grant Officer will seek concurrence/non-concurrence from the Technical Officer. The current recipient should provide a PI Vitae and any other documentation that might aid in the evaluation of the new PI submission by NASA. Upon Technical Officer concurrence of the recommendation, the Grant Officer may initiate a supplement to change the PI. If the Technical Officer does not concur with a recommended new PI and the grant will not follow the PI to the new institution, then the grant with the current institution may be ended by mutual consent or, if necessary, unilaterally by the Grant Officer.
  - c. If the decision is made that the research activity will follow the PI to the new institution and the funds on the grant are still available, the grant with the current institution may be ended and a replacement grant issued to the new institution. When the termination/new award process is used, a fully endorsed proposal for a replacement grant will be requested from the PI's new institution to continue the research. Although such a proposal will be reviewed in the normal manner, every effort will be made to expedite a decision. Regardless of the action taken on the new proposal, final reports on the original grant, describing the scientific progress and expenditure to date will be required.
    - When transferring research activities, the Grant Officer performs steps for a new award normally taken at their Centers, such as determination of appropriate funding for the original institution, receiving in writing the intent of the original institution to relinquish the grant, de-obligating any remaining funds from the original grant with the original institution, ensuring sufficient funds are available for the new institution's proposal, and updating records or files.
    - Following a review and evaluation of the proposal from the new institution by the program office, if the proposal is accepted, the Technical Officer will forward a recommendation to the Grant Officer to award to the new institution.
2. The evaluation and recommendation from the Technical Officer for the transfer of the research activity to the new institution must include:



- a. Verification that the PI changing institutions still has the prerequisite scientific and/or technical expertise, and knowledge of the research activity (as supported by the basis for the original award to the PI's old institution);
- b. Verification that the new institution has the necessary facilities and support to continue the original research;
- c. Statement from the Technical Officer verifying that NASA is satisfied with the scientific and/or technical progress of the current PI;
- d. Statement, with supporting rationale, that it will not be cost effective nor time efficient to re-compete the effort, and that it is not likely NASA will realize any benefit by re-competing the research activity; and
- e. Identification of the suggested amount of unexpended research funding to be transferred from the initial recipient institution to the PI's new institution.

Grants involving a transfer to another institution do not need to be re-advertised and there is no requirement to perform a market research analysis or market survey. After receiving approval of the new institution's proposal from the Technical Office, and coordinating with the Center Chief Financial Officer (CFO) on the intended new award to include verification that sufficient funds are available, the contracting or Grant Officer may make the award to the new institution.

#### **6.4 Administrative Changes and Supplements.**

1. Requests by the recipient to have a grant modified should be in writing to the Grant Officer.
2. Supplements are administrative award documents used to effect modifications to grants and cooperative agreements. Types of supplements include the following:
  - a. No-cost Extensions: A supplement used to extend the grant beyond the expiration date at no additional cost to the government. No-cost extensions are awarded when additional time beyond the established period of performance is required to assure adequate completion of the original scope of work within the available funding. A first no-cost extension can be issued by the recipient. See Provision 2 CFR 1800.903 Extensions.
  - b. Funded Extensions: A supplement used to extend the grant beyond the expiration date and that would require additional funding. Funded Extensions must be supported by a proposal and new technical evaluation submitted at least three months in advance of the expiration date (See Provision 2 CFR 1800.903 Extensions).
  - c. Administrative Supplements: A supplement used to enact administrative revisions to the grant. Examples of such revisions are PI Changes (See 2 CFR 1800.905 Change in principal investigator or scope), Technical Officer Changes, and general corrections. A NASA Grant Officer can unilaterally make minor or administrative changes to a grant.
  - d. Incremental Funding Supplements: A supplement used to obligate funding in furtherance of the original scope and total award amount (history) of the approved proposal. (See 2 CFR 1800.923 Incremental Funding)
  - e. Augmentations: A supplement used at any time when work is introduced which is outside the scope of the approved proposal or when there is a need for substantial

unanticipated funding. The Grant Officer must first determine whether the augmentation requires a separate approval as a non-competitive addition to the scope of the effort to be performed under the grant. Augmentations require the submission of revised budget proposals and technical evaluations covering the additional effort. Since augmentations will be performed within the existing period of performance, certifications will not normally be required.

- f. Combination of the above.
- g. Change of recipient institution (PI Transfer): Includes a supplement to end the original award. (See 6.3 Change of PI or change of recipient institution (PI Transfer)).

### **6.5 Novations and Change-of-name Agreements**

Novations and change-of-name agreements are administrative actions requiring the involvement of the Grant Officer. Novation's are legal instruments under which obligations of an organization, (including the performance of grants), are assumed by a new organization arising out of a transfer of assets, usually as a result of a merger or acquisition by the new organization. Change-of-name agreements are legal instruments executed by an organization and NASA that recognizes the legal change of name of the organization without disturbing the original rights or obligations of the parties. Procedures for completing novation and change-of-name agreements are the same as those set forth at FAR Subpart 42.12. All novation agreements and change-of-name agreements of the recipient, prior to execution, shall be reviewed by legal counsel for legal sufficiency. It is recommended that the cognizant ONR office be contacted to determine responsibilities to complete novation or change-of-name agreements.

### **6.6 Approval of Equipment**

1. This section applies to both the purchase of equipment by the recipient and the request for NASA to provide government owned equipment. As with all budget requests the recipient must demonstrate and justify the need for the requested equipment.
2. Grant Officers shall conform with the following procedures to approve acquisition of equipment (these procedures apply to pre-award and post-award requests for equipment)
  - a. In accordance with 2 CFR 200, prior approval of equipment acquisitions by the NASA Grant Officer is required for both special and general purpose equipment with a unit cost over \$5,000 (unless a lower threshold has been established by the recipient). Grant award constitutes approval for any equipment provided and was requested in the original proposal. When two or more components are fabricated into a single coherent system in such a way that the components lose their separate identities, and their separation would render the system useless for its original purpose, the components will be considered as integral parts of a single system.
  - b. Requests by grant recipients for the acquisition of equipment with a unit cost over \$5,000 (unless a lower threshold has been established by the recipient) shall be supported by written documentation setting forth the description, purpose, and acquisition value of the equipment. (A change in the model number of a prior approved piece of equipment does not require re-submission for approval.)

## **6.7 Exempt Equipment**

Exempt equipment includes a system with a recipient-owned component (2 CFR 200.312). The requirement for agreement regarding NASA's retention of its option to take title shall apply where it is expected that one or more recipient-acquired components costing \$5,000 or less will be fabricated into a single system costing in excess of \$5,000. However, an item that is used ancillary to a system, without loss of its separate identity and usefulness, will be considered as a separate item and not as an integral component of the system.

## **6.8 Accountability and Transparency Act (FFATA of 2006)**

Agencies are responsible for quarterly verification of recipient reports in FFATA Subaward Reporting System (FSRS). Ultimately, this is a Grant Officer responsibility, but Centers may elect to have other individuals or teams undertake the quarterly verification. The verification is limited to ensuring consistency with grant and cooperative agreement information that is readily available to the Grant Officer. The review is necessary because the integrated system will cross-check recipient entries against Federal Procurement Data System - Next Generation (FPDS-NG) data and any anomalies will require correction by either the recipient or the Grant Officer.

Examples of data fields that Grant Officers must verify include:

- Grant/Cooperative Agreement Number
- Awarding Agency Name (NASA)
- Awarding Agency Code (8000)
- Funding Agency Name (NASA)
- Funding Agency Code (8000)
- Treasury Account Symbol (TAS)
- Applicable Agency CFDA Number

The prime recipient's reporting requirements include many data elements that Grant Officers will not know and, therefore, are not responsible for verifying, such as:

- Whether a first-tier subaward has been issued,
- Whether a reported first-tier subaward value, place of performance, etc., is accurate, or
- Whether a prime recipient or first-tier subaward meets the thresholds or qualifies under an exemption to executive compensation reporting.

Grant Officers must follow this guidance for all new NASA grants and cooperative agreements awarded on or after October 1, 2010, under which the total Federal funding will be equal to \$25,000 or more at any time during the term of the grant or cooperative agreement.

## **6.9 Catalogue of Federal Domestic Assistance Numbers**

1. For reporting purposes under the Transparency Act and 2 CFR 200, Subpart F, Audit Requirement, Grant Officers shall convey the assigned CFDA number to recipients using wording similar to that suggested below. The suggested wording for conveying the CFDA number to recipients is included in the PRISM/Contract Management Module (CMM) clause templates for grants and cooperative agreements. Grant Officers shall

convey the assigned CFDA number to the recipients retrospectively, by email, fax, or regular mail. If more than one funds source/CFDA number is associated with a given action, the CFDA number associated with the highest percentage funds source should be selected.

2. Grant Officers shall “select” the applicable Agency CFDA number from the drop-down list when entering grant or cooperative agreement awards in PRISM/CMM, as set forth in the CFDA/TAS cross-walk table provided in Section 5.4. If more than one funds source/CFDA number is associated with the action, the CFDA number associated with the highest percentage funds source should be cited. CAUTION: To ensure data quality and integrity, Grant Officers should avoid manually entering the CFDA number in PRISM/CMM; select from the drop-down menu only.
3. Grant Officers shall enter the corresponding TAS in FPDS-NG, as set forth in the CFDA/TAS cross-walk table provided in Section 5.5.
4. The NASA HQ, Office of Procurement, Contract and Grant Policy Division serves as the Agency CFDA Program Coordinator. The Agency CFDA Program Coordinator is responsible for the overall management and administration of the NASA CFDA Program. As requested by the NASA HQ Office of the Chief Financial Officer (OCFO), Budget Division, the Agency CFDA Program Coordinator is responsible for the establishment of new CFDA numbers, updates to existing CFDA numbers, and/or disposition of obsolete CFDA numbers.
5. The NASA HQ, OCFO, Budget Division is responsible for notifying the Agency CFDA Program Coordinator whenever NASA CFDA information changes are required. The OCFO is responsible for providing any financial/budget-related data that is required to the Agency CFDA Program Coordinator.
6. CFDA EXCEPTIONS: All existing Agency grants and cooperative agreements awarded prior to October 1, 2010, provided the total value of the award is not increased for any reason and by any amount, throughout the total term of the award.

#### **6.10 Center Retention of Authority**

Agency policy requires that all grant and cooperative agreement actions be processed, awarded, managed, and administered by the NSSC, except for the following specific actions:

1. Cooperative agreement actions with commercial firms, subject to 14 CFR 1274, are waived from the NSSC's responsibility/accountability (Note: Only those cooperative agreement actions involving "mandatory" cost sharing are exempt; the NSSC is responsible and accountable for awarding and administering cooperative agreement actions with commercial firms when the cost sharing is "voluntarily" offered).
2. Center actions that have been formally waived from the NSSC's responsibility/accountability by NASA Headquarters, Office of Procurement, in accordance with the procedures and approvals set forth below:
  - a. The NASA Center shall prepare and submit a request (i.e., memorandum format), addressed to the cognizant procurement analyst within the NASA HQ, Office of Procurement, Program Operations Division and copy the HQ Funding Office(s). At a minimum, the NASA center request shall fully address or contain the following items:

- i. Specific identification of the document as a "*Request authority to award and administer a cooperative agreement at a NASA center vice NSSC*"
  - ii. Solicitation Number
  - iii. A concise description of the proposed project
  - iv. Total project budget or estimated cost to NASA
  - v. Period of Performance
  - vi. Anticipated number of individual cooperative agreement awards
  - vii. A statement as to whether this is a new project or a continuation of an existing project
  - viii. A demonstration that the cooperative agreement action is not conducive to the NSSC's operating mode
  - ix. A demonstration that the NASA center's procurement personnel possess the requisite training, experience, and qualifications to effectively award, manage, and administer cooperative agreements in accordance with Agency policy and regulation
  - x. CFDA number(s) funding this effort
  - xi. Signature of the Center Procurement Officer or the Center Deputy Procurement Officer. An email endorsement of the Center request from either Center procurement official will suffice.
3. Center requests may be submitted only for individual solicitations (e.g., Announcements of Opportunity, NASA Research Announcements, and Cooperative Agreement Notices) and shall be applicable to all cooperative agreements resulting from the particular solicitation. A separate NASA HQ, Office of Procurement approval, signed by the Assistant Administrator of Procurement, must exist for each solicitation. NASA HQ, Office of Procurement approvals shall only be effective for the specified period of performance of the individual cooperative agreement, plus any duly executed time extension. Follow-on actions, both competitive and non-competitive, beyond the original period of performance (excluding time extensions and authorized renewal/option periods) shall require the submission of a new request from the Center procurement office.
  4. The NASA Centers shall maintain a centralized file of all NASA HQ approvals for audit and internal management control purposes, to include Procurement Management Reviews (PMRs), in addition to filing a copy of the approval in the official file.

## **7.0 Closeout Procedures**

1. Grant and cooperative agreements are physically and administratively complete and ready for closeout when:
  - a. The Grant Officer has received all financial, technical, and other reports required by the terms and conditions of the grant or cooperative agreement, and has obtained all required concurrences and/or approvals;
  - b. For research grants or cooperative agreements with large businesses (commercial firms), the Grant Officer has received concurrence from the patent counsel office regarding the recipient's Subject Inventions/Reportable Items Final Summary Report;

- c. For those grants and cooperative agreements containing Government property and for which property administration has been delegated to the ONR or the DCMA, property disposition has been completed and the Grant Officer has received written notification from the ONR Administrative Grants Officer or the DCMA Administrative Contracting Officer indicating that all property administration duties have been completed, via either a DD Form 1593, Contract Administration Completion Record or other equivalent electronic notification (email is an acceptable form and mechanism for this notification);
  - d. For grants or cooperative agreements awarded with provisional indirect rates see 2 CFR 200.344 (a) (2). When such grants or cooperative agreements are closed, the recipient should be notified of their obligation to return any funds due as a result of final indirect cost rate adjustments.
  - e. A final Standard Form (SF) 425 or final invoice (for commercial firms) has been received; all payments have been made to the recipient; all reimbursements have been received and reconciled; and any remaining unused balance has been deobligated from the grant or cooperative agreement;
  - f. The Grant Officer has verified that a copy of all required deliverables is in the grant or cooperative agreement file.
2. Grants and cooperative agreements shall not be closed if litigation or an appeal is pending, or until the completion of a termination action.
  3. Records shall be retained in accordance with 2 CFR §200.333, *Retention requirements for records* and NASA Procedural Requirements (NPR) 1441.1, *NASA Records Retention Schedules*. As set forth in the NPR, grant and cooperative agreement files are generally retired to the Federal Records Center 2 years after completion of the grant or cooperative agreement, and destroyed when 6 years, 3 months old.
  4. A recipient is considered non-compliant with the terms and conditions of an award when they do not provide acceptable final reports by the identified due date or an extension granted. Under these conditions, the Grant Officer shall initiate unilateral close out (close out without the cooperation of the recipient) of the award within 270 days of the completion date of the award. Unilateral closeout allows the Grant Officer to comply with the OMB requirements for closeout.
    - a. The Grant Officer shall document all contact, and attempts, with the recipient to obtain the required documents. The decision memo(s) for either the bilateral or unilateral closeout decision, made under this unilateral closeout guidance, will be kept in the official grant file.
    - b. To close out an award unilaterally, a Grant Officer shall send a letter to the recipient specifying, at a minimum,
      - i. The recipient is considered non-compliant with the terms and conditions of its award because they have not provided acceptable final reports as identified in the award.
      - ii. The Center responsible for unilaterally closing out the award based on non-receipt of acceptable final reports;
      - iii. The federal funding amount at which the NASA will close the award (when the recipient has not submitted a final FFR expenditure report)

- A. For advance payments, the amount reported as “cumulative cash disbursement” in the latest federal cash report,
  - B. For reimbursement payments, the total amount of payments requested before the end of the project period.
- iv. For recipients receiving Advance payment
- A. Review the most recently submitted cash status information on item 5 of the Federal Financial Report (FFR) Attachment or, as applicable, line 10.b of the latest or final (if available) FFR, to determine the amount reported as disbursed.
  - B. Compare the reported disbursement with the award amount and with any updated drawdown information obtained from the payment system.
  - C. For single-award reporting of advance payments, the amount shown as “cash on hand” on line 10.c of the FFR must be repaid and is considered a debt.
  - D. For multiple-award reporting of advance payments, unless substantiated by the recipient in accordance with any instructions provided by the Center, any reported drawdown or disbursement of funds attributable to the award being closed after the end of the latest federal cash reporting quarter will be treated as disallowed costs and may be appealed by the recipient.
- v. For recipients receiving Reimbursement payment
- A. Review the latest invoice to determine the cumulative amount requested and payment records to determine the amount paid as of the end of the project period.
  - B. Compare the cumulative payment requests with the latest or final (if available) FFR to determine whether the recipient has requested reimbursement for the amount reported as spent through that reporting period.
  - C. If the latest invoice covers a period beyond that covered by the latest FFR, compare the amount reported on line 11.g, “Federal share of amount on line e,” with the amount reported on line 10.e, “Federal share of expenditures,” of the FFR, to determine which is greater.
  - D. For reimbursement payments, the difference between the amounts shown on line 10.e, “Federal share of expenditures,” on the last FFR submitted or, if greater, the amount shown latest available invoice will be treated as disallowed costs and may be appealed by the recipient.

## **8.0 Appendix – Exhibits**

The following exhibits are found in this Appendix:

Exhibit A – Standard Announcement format for NASA Announcements of Grants and Cooperative Agreement Funding Opportunities

Exhibit B – Waiver Request Process

Exhibit C – Additional Terms and Conditions

Exhibit D – Award Terms and Conditions

Exhibit E – Required Publications and Reports

Exhibit F – Examples of Costs Categories from 2 CFR 200 Subpart E



**Exhibit A – Standard Announcement Format for NASA Announcements of Grants and Cooperative Agreements**

**NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (NASA)**

Center issuing announcement

Mission Directorate

Program Title and Fiscal Year

**NASA RESEARCH ANNOUNCEMENT (NRA)**

Type of Project (science research, etc.)

**ANNOUNCEMENT NUMBER:**

**CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER:**

**ANNOUNCEMENT TYPE:**

Either initial announcement of this funding opportunity or a modification of a previously announced opportunity

**ISSUED: Date** Funding Opportunity Announcement issued

**KEY DATES**

Key dates include due dates and time for applications or Executive Order 12372 submissions, as well as for any letters of intent or pre-applications. For any announcement issued before a program's application materials are available, key dates also include the date on which those materials will be released; and any other additional information, as deemed applicable by the relevant Federal awarding agency.

## **Table of Contents**

- A. Program Description—Required**
- B. Federal Award Information—Required**
- C. Eligibility Information – Required**
- D. Application and Submission Information - Required**
- E. Application Review Information - Required**
- F. Federal Award Administration Information - Required**
- G. Federal Awarding Agency Contact(s)—Required**
- H. Other Information—Optional**

## **NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (NASA)**

Center issuing announcement

Mission Directorate

### **A. Program Description—Required**

This section contains the full program description of the funding opportunity. It may be as long as needed to adequately communicate to potential applicants the areas in which funding may be provided.

It describes the Federal awarding agency's funding priorities or the technical or focus areas in which the Federal awarding agency intends to provide assistance. As appropriate, it may include any program history (e.g., whether this is a new program or a new or changed area of program emphasis).

This section may communicate indicators of successful projects (e.g., if the program encourages collaborative efforts) and may include examples of projects that have been funded previously.

This section also may include other information the Federal awarding agency deems necessary, and must at a minimum include citations for authorizing statutes and regulations for the funding opportunity.

If this is a broad announcement that is soliciting proposals for multiple projects (such as ROSES) then a description of each project should be included.

### **B. Federal Award Information—Required**

Relevant information should include:

- the total amount of funding that the Federal awarding agency expects to award through the announcement;
- the anticipated number of Federal awards;
- the expected amounts of individual Federal awards (which may be a range);
- the amount of funding per Federal award, on average, experienced in previous years; and
- the anticipated start dates and periods of performance for new Federal awards.

This section also should address whether applications for renewal or supplementation of existing projects are eligible to compete with applications for new Federal awards.

This section also must indicate the type(s) of assistance instrument (e.g., grant, cooperative agreement) that may be awarded if applications are successful.

If cooperative agreements may be awarded, this section either should describe the “substantial involvement” that the Federal awarding agency expects to have or should reference where the potential applicant can find that information (e.g., in the funding opportunity description in A. Program Description—Required or Federal award administration information in section D. Application and Submission Information).

If procurement contracts also may be awarded, this must be stated.

### **C. Eligibility Information - Required**

This section addresses the considerations or factors that determine applicant or application eligibility. This includes:

- The eligibility of particular types of applicant organizations,
- Any factors affecting the eligibility of the principal investigator or project director, and
- Any criteria that make particular projects ineligible.

Federal agencies should make clear whether an applicant's failure to meet an eligibility criterion by the time of an application deadline will result in the Federal awarding agency returning the application without review or, even though an application may be reviewed, will preclude the Federal awarding agency from making a Federal award.

Key elements to be addressed are:

#### **1. Eligible Applicants—Required. Announcements must clearly identify the types of entities that are eligible to apply.**

If there are no restrictions on eligibility, this section may simply indicate that all potential applicants are eligible.

If there are restrictions on eligibility, it is important to be clear about the specific types of entities that are eligible, not just the types that are ineligible. For example, if the program is limited to non-profit organizations subject to 26 U.S.C. 501(c)(3) of the tax code (26 U.S.C. 501(c)(3)), the announcement should say so. Similarly, it is better to state explicitly that Native American tribal organizations are eligible than to assume that they can unambiguously infer that from a statement that non-profit organizations may apply.

Eligibility also can be expressed by exception, (e.g., open to all types of domestic applicants other than individuals). This section should refer to any portion of Section IV specifying documentation that must be submitted to support an eligibility determination (e.g., proof of 501(c)(3) status as determined by the Internal Revenue Service or an authorizing tribal resolution).

To the extent that any funding restriction in Section IV.5 could affect the eligibility of an applicant or project, the announcement must either restate that restriction in this section or provide a cross-reference to its description in Section C.5.

#### **2. Cost Sharing or Matching—Required.**

Announcements must state whether there is required cost sharing, matching, or cost participation without which an application would be ineligible. If cost sharing is not required, the announcement must explicitly say so.

Required cost sharing may be a certain percentage or amount, or may be in the form of contributions of specified items or activities (e.g., provision of equipment). It is important that the announcement be clear about any restrictions on the types of cost (e.g., in-kind contributions) that are acceptable as cost sharing.

Cost sharing as an eligibility criterion includes requirements based in statute or regulation, as described in §200.306 Cost sharing or matching of this Part.

This section should refer to the appropriate portion(s) of section D. Application and Submission Information stating any pre-award requirements for submission of letters or other documentation to verify commitments to meet cost-sharing requirements if a Federal award is made.

### **3. Other—Required, if applicable.**

If there are other eligibility criteria (i.e., criteria that have the effect of making an application or project ineligible for Federal awards, whether referred to as “responsiveness” criteria, “go-no go” criteria, “threshold” criteria, or in other ways), must be clearly stated and must include a reference to the regulation of requirement that describes the restriction, as applicable. For example, if entities that have been found to be in violation of a particular Federal statute are ineligible, it is important to say so.

This section must also state any limit on the number of applications an applicant may submit under the announcement and make clear whether the limitation is on the submitting organization, individual investigator/program director, or both.

This section should also address any eligibility criteria for beneficiaries or for program participants other than Federal award recipients.

## **NASA REQUIREMENT**

### **Possible Ineligibility of Proposals that Include Participation of China or Chinese-owned Companies (required all)**

#### **Sample Language**

Proposals involving bilateral participation, collaboration, or coordination in any way with China or any Chinese-owned company, whether funded or performed under a no-exchange-of-funds arrangement, may be ineligible for award.

### **D. Application and Submission Information - Required**

#### **1. Address to Request Application Package—Required.**

NOTE – it is NASA policy to encourage open competition to include all eligible parties. Therefore, though it is NASA preference that all applications should be submitted electronically, Exhibit B outlines the NASA process for submitting a non-electronic application.

Potential applicants must be told how to get application forms, kits, or other materials needed to apply (if this announcement contains everything needed, this section need only say so).

- An Internet address where the materials can be accessed is acceptable.
- However, since high-speed Internet access is not yet universally available for downloading documents, and applicants may have additional accessibility requirements, there also should be a way for potential applicants to request paper copies of materials, such as a U.S. Postal Service mailing address, telephone or FAX number, Telephone Device for the Deaf (TDD), Text Telephone (TTY) number, and/or Federal Information Relay Service (FIRS) number.

## **2. Content and Form of Application Submission—Required.**

This section must identify the required content of an application and the forms or formats that an applicant must use to submit it.

If any requirements are stated elsewhere because they are general requirements that apply to multiple programs or funding opportunities, this section should refer to where those requirements may be found.

This section also should include required forms or formats as part of the announcement or state where the applicant may obtain them.

This section should specifically address content and form or format requirements for:

- Pre-applications, letters of intent, or white papers required or encouraged (see Section IV.3), including any limitations on the number of pages or other formatting requirements similar to those for full applications.
- The application as a whole. For all submissions, this would include any limitations on:
  - o the number of pages,
  - o font size and typeface, margins,
  - o paper size,
  - o number of copies,
  - o and sequence or assembly requirements.
- If electronic submission is permitted or required, this could include special requirements for formatting or signatures.
- Component pieces of the application (e.g., if all copies of the application must bear original signatures on the face page or the program narrative may not exceed 10 pages).
- This includes any pieces that may be submitted separately by third parties (e.g., references or letters confirming commitments from third parties that will be contributing a portion of any required cost sharing).
- Information that successful applicants must submit after notification of intent to make a Federal award, but prior to a Federal award. This could include evidence of compliance with requirements relating to human subjects or information needed

to comply with the National Environmental Policy Act (NEPA) (42 U.S.C. 4321-4370h).

## **NASA REQUIREMENT**

### **DATA Management Plan (required for all Research FAs)**

Note: NSPIRES now has a mandatory field that must be addressed. Any section that lays out the required elements for NSPIRES should include the “Data Management Plan”, with instructions to complete as required in the FA or why the data management plan does not apply to that proposal.

#### Sample language for FA requiring a data management plan.

All proposals submitted under this Funding Announcement are required to submit a Data Management Plan (DMP), in accordance with the NASA Plan for Increasing Access to the Results of Scientific Research

([http://www.nasa.gov/sites/default/files/files/NASA\\_Data\\_Plan.pdf](http://www.nasa.gov/sites/default/files/files/NASA_Data_Plan.pdf)). That plan must include —

- Specific data requirements and expectations;
- An example DMP or outline for the specific type of data likely to result from the funded projects; or
- A statement that a DMP is not required because of the nature of the activity (e.g., no data or proprietary or personally identifiable data are expected).

See [SARA Q&A](#) at <http://science.nasa.gov/researchers/sara/faqs/dmp-faq-roses/> for more information on this plan.]

### **3. Data Universal Numbering System (DUNS) Number**

(<https://iupdate.dnb.com/iUpdate/viewiUpdateHome.htm>) and System for Award Management (SAM)—Required. (<https://www.sam.gov>)

This paragraph must state clearly that each applicant (unless the applicant is an individual or Federal awarding agency that is excepted from those requirements under 2 CFR §25.110(b) or (c), or has an exception approved by the Federal awarding agency under 2 CFR §25.110(d)) is required to:

- Be registered in SAM before submitting its application;
- Provide a valid DUNS number in its application; and
- Continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency.

It also must state that the Federal awarding agency may not make a Federal award to an applicant until the applicant has complied with all applicable DUNS and SAM requirements and, if an applicant has not fully complied with the requirements by the time the Federal awarding agency is ready to make a Federal award, the Federal awarding agency may

determine that the applicant is not qualified to receive a Federal award and use that determination as a basis for making a Federal award to another applicant.

#### **4.Submission Dates and Times—Required.**

Announcements must identify due dates and times for all submissions. This includes not only the full applications but also any preliminary submissions (e.g., letters of intent, white papers, or pre-applications). It also includes any other submissions of information before Federal award that are separate from the full application.

If the funding opportunity is a general announcement that is open for a period of time with no specific due dates for applications, this section should say so.

**NOTE:** that the information on dates that is included in this section also must appear with other overview information in a location preceding the full text of the announcement (see §200.203 Notices of Funding Opportunities).

Each type of submission should be designated as encouraged or required and, if required, any deadline date (or dates, if the Federal awarding agency plans more than one cycle of application submission, review, and Federal award under the announcement) should be specified.

The announcement must state (or provide a reference to another document that states):

- Any deadline in terms of a date and local time. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day.
- What the deadline means (e.g., whether it is the date and time by which the Federal awarding agency must receive the application, the date by which the application must be postmarked, or something else) and how that depends, if at all, on the submission method (e.g., mail, electronic, or personal/courier delivery).
- The effect of missing a deadline (e.g., whether late applications are neither reviewed nor considered or are reviewed and considered under some circumstances).
- How the receiving Federal office determines whether an application or pre-application has been submitted before the deadline. This includes the form of acceptable proof of mailing or system-generated documentation of receipt date and time.

This section also may indicate whether, when, and in what form the applicant will receive an acknowledgement of receipt.

This information should be displayed in ways that will be easy to understand and use. It can be difficult to extract all needed information from narrative paragraphs, even when they are well written. A tabular form for providing a summary of the information may help applicants for some programs and give them what effectively could be a checklist to verify the completeness of their application package before submission.

#### **5.Intergovernmental Review—Required, if applicable.**



If the funding opportunity is subject to Executive Order 12372, “Intergovernmental Review of Federal Programs,” the notice must say so. In alerting applicants that they must contact their state’s Single Point of Contact (SPOC) to find out about and comply with the state’s process under Executive Order 12372, it may be useful to inform potential applicants that the names and addresses of the SPOCs are listed in the Office of Management and Budget’s Web site. [https://www.whitehouse.gov/omb/grants\\_spoc](https://www.whitehouse.gov/omb/grants_spoc)

## **6.Funding Restrictions—Required.**

Notices must include information on funding restrictions in order to allow an applicant to develop an application and budget consistent with program requirements. Examples are:

- Whether construction is an allowable activity,
- If there are any limitations on direct costs such as foreign travel or equipment purchases, and
- If there are any limits on indirect costs (or facilities and administrative costs) – such as not paying a cost of money percentage.

**NOTE:** Applicants must be advised if Federal awards will not allow reimbursement of pre-Federal award costs.

## **NASA REQUIREMENT**

### **Funding Restrictions (required all)**

Sample language

- All proposed funds must be allowable, allocable and reasonable. Funds may only be used for the project. All activities charged under indirect cost must be allowed under 2 CFR 200 cost principles.
- Grants and Cooperative Agreements shall not provide for the payment of fee or profit to the recipient.
- Unless otherwise directed in 2 CFR 200, for changes to the negotiated indirect cost rate that occur throughout the project period, you must apply the rate negotiated for that year, whether higher or lower than at the time the budget and application was awarded.
- Proposals must not include bilateral participation, collaboration, or coordination with China or any Chinese-owned company or entity, whether funded or performed under a no-exchange-of-funds arrangement.
- Any funds used for match or cost sharing must be allowable under 2 CFR 200

**NOTE:** *For funding opportunities that will result in Fellowships or Scholarships the following statement shall be added to this section of the announcement:*

- Awards made under NASA Fellowship and Scholarship funding opportunities shall not provide for the payment of Facilities and Administration (F&A), overhead or indirect costs.

## **7. Other Submission Requirements— Required.**

This section must address any other submission requirements not included in the other paragraphs of this section. This might include the format of submission, i.e., paper or electronic, for each type of required submission.

Applicants should not be required to submit in more than one format and this section should indicate whether they may choose whether to submit applications in hard copy or electronically, may submit only in hard copy, or may submit only electronically.

This section also must indicate where applications (and any pre-applications) must be submitted if sent by postal mail, electronic means, or hand-delivery. For postal mail submission, this must include the name of an office, official, individual or function (e.g., application receipt center) and a complete mailing address. For electronic submission, this must include the URL or email address; whether a password(s) is required; whether particular software or other electronic capabilities are required; what to do in the event of system problems and a point of contact who will be available in the event the applicant experiences technical difficulties.

**NOTE:** With respect to electronic methods for providing information about funding opportunities or accepting applicants' submissions of information, each Federal awarding agency is responsible for compliance with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d).

## **NASA REQUIREMENT**

### **Collection of STEM information (required all)**

#### Sample Language

NASA is implementing a process to collect demographic data from grant applicants for the purpose of analyzing demographic differences associated with its award processes. Information collected will include name, gender, race, ethnicity, disability status, and citizenship status. Submission of the information is voluntary and is not a precondition of award.

## **E. Application Review Information**

### **1. Criteria—Required.**

This section must address the criteria that the Federal awarding agency will use to evaluate applications. This includes the merit and other review criteria that evaluators will use to judge applications, including any statutory, regulatory, or other preferences (e.g., minority status or Native American tribal preferences) that will be applied in the review process. These criteria are distinct from eligibility criteria that are addressed before an application is accepted for review and any program policy or other factors that are applied during the selection process, after the review process is completed.

The intent is to make the application process transparent so applicants can make informed decisions when preparing their applications to maximize fairness of the process.

The announcement should clearly describe all criteria, including any sub-criteria.

If criteria vary in importance, the announcement should specify the relative percentages, weights, or other means used to distinguish among them.

For statutory, regulatory, or other preferences, the announcement should provide a detailed explanation of those preferences with an explicit indication of their effect (e.g., whether they result in additional points being assigned).

If an applicant's proposed cost sharing will be considered in the review process (as opposed to being an eligibility criterion described in Section III.2), the announcement must specifically address how it will be considered (e.g., to assign a certain number of additional points to applicants who offer cost sharing, or to break ties among applications with equivalent scores after evaluation against all other factors).

If cost sharing will not be considered in the evaluation, the announcement should say so, so that there is no ambiguity for potential applicants. Vague statements that cost sharing is encouraged, without clarification as to what that means, are unhelpful to applicants. It also is important that the announcement be clear about any restrictions on the types of cost (e.g., in-kind contributions) that are acceptable as cost sharing.

## **2. Review and Selection Process—Required.**

This section may vary in the level of detail provided. The announcement must list any program policy or other factors or elements, other than merit criteria, that the selecting official may use in selecting applications for Federal award (e.g., geographical dispersion, program balance, or diversity).

The Federal awarding agency may also include other appropriate details. For example, this section may:

- Indicate who is responsible for evaluation against the merit criteria (e.g., peers external to the Federal awarding agency or Federal awarding agency personnel) and/or who makes the final selections for Federal awards.
- If there is a multi-phase review process (e.g., an external panel advising internal Federal awarding agency personnel who make final recommendations to the deciding official), the announcement may describe the phases.
- The number of people on an evaluation panel and how it operates, the way reviewers are selected, reviewer qualifications, and the way that conflicts of interest are avoided.

In addition, if the Federal awarding agency permits applicants to nominate suggested reviewers of their applications or suggest those they feel may be inappropriate due to a conflict of interest, that information should be included in this section.

## **NASA REQUIREMENT**

## **Risk Analysis- Required**

### **Sample Language**

NASA Grant Officer will conduct a pre-award review of risk associated with the proposer as required by 2 CFR 200.205. For all proposals selected for award, the Grant Officer will review the submitting organization's information available through the Federal Awardee Performance and Integrity Information System (FAPIIS) and the System for Award Management (SAM) to include checks on entity core data, registration expiration date, active exclusions, and delinquent federal debt.

### **3. Risk Review - Required**

For any Federal award under a notice of funding opportunity, if the Federal awarding agency anticipates that the total Federal share will be greater than the simplified acquisition threshold on any Federal award under a notice of funding opportunity may include, over the period of performance (see §200.88 Simplified Acquisition Threshold), this section must also inform applicants:

i. That the Federal awarding agency, prior to making a Federal award with a total amount of Federal share greater than the simplified acquisition threshold, is required to review and consider any information about the applicant that is in the designated integrity and performance system accessible through SAM (currently FAPIIS) (see 41 U.S.C. 2313);

ii. That an applicant, at its option, may review information in the designated integrity and performance systems accessible through SAM and comment on any information about itself that a Federal awarding agency previously entered and is currently in the designated integrity and performance system accessible through SAM;

iii. That the Federal awarding agency will consider any comments by the applicant, in addition to the other information in the designated integrity and performance system, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants as described in §200.205 Federal awarding agency review of risk posed by applicants.

### **4. Anticipated Announcement and Federal Award Dates—Optional.**

This section is intended to provide applicants with information they can use for planning purposes. If there is a single application deadline followed by the simultaneous review of all applications, the Federal awarding agency can include in this section information about the anticipated dates for announcing or notifying successful and unsuccessful applicants and for having Federal awards in place. If applications are received and evaluated on a "rolling" basis at different times during an extended period, it may be appropriate to give applicants an estimate of the time needed to process an application and notify the applicant of the Federal awarding agency's decision.

## **F. Federal Award Administration Information**

### **1. Federal Award Notices—Required.**

This section must address what a successful applicant can expect to receive following selection.

If the Federal awarding agency's practice is to provide a separate notice stating that an application has been selected before it actually makes the Federal award, this section would be the place to indicate that the letter is not an authorization to begin performance (to the extent that it allows charging to Federal awards of pre-award costs at the non-Federal entity's own risk).

This section should indicate that the notice of Federal award signed by the grants officer (or equivalent) is the authorizing document, and whether it is provided through postal mail or by electronic means and to whom.

It also may address the timing, form, and content of notifications to unsuccessful applicants. See also §200.210 Information contained in a Federal award.

### **2. Administrative and National Policy Requirements—Required.**

This section must identify the usual administrative and national policy requirements the Federal awarding agency's Federal awards may include. Providing this information lets a potential applicant identify any requirements with which it would have difficulty complying if its application is successful. In those cases, early notification about the requirements allows the potential applicant to decide not to apply or to take needed actions before receiving the Federal award.

The announcement need not include all of the terms and conditions of the Federal award, but may refer to a document (with information about how to obtain it) or Internet site where applicants can see the terms and conditions.

If this funding opportunity will lead to Federal awards with some special terms and conditions that differ from the Federal awarding agency's usual (sometimes called “general”) terms and conditions, this section should highlight those special terms and conditions. Doing so will alert applicants that have received Federal awards from the Federal awarding agency previously and might not otherwise expect different terms and conditions.

For the same reason, the announcement should inform potential applicants about special requirements that could apply to particular Federal awards after the review of applications and other information, based on the particular circumstances of the effort to be supported (e.g., if human subjects were to be involved or if some situations may justify special terms on intellectual property, data sharing or security requirements).

### **3. Reporting—Required.**

This section must include general information about the type (*e.g.*, financial or performance), frequency, and means of submission (paper or electronic) of post-Federal award reporting requirements. Highlight any special reporting requirements for Federal awards under this funding

opportunity that differ (*e.g.*, by report type, frequency, form/format, or circumstances for use) from what the Federal awarding agency's Federal awards usually require. Federal awarding agencies must also describe in this section all relevant requirements such as those at 2 CFR 180.335 and 2 CFR 180.350.

If the Federal share of any Federal award may include more than \$500,000 over the period of performance, this section must inform potential applicants about the post award reporting requirements reflected in Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters.

## **NASA REQUIREMENT**

### **Access to research (required for all FAs that are for research)**

#### Sample language

Awards issued under the Funding Announcement must comply with the provision set forth in the NASA Plan for Increasing Access to the Results of Scientific Research ([http://www.nasa.gov/sites/default/files/files/NASA\\_Data\\_Plan.pdf](http://www.nasa.gov/sites/default/files/files/NASA_Data_Plan.pdf)) including the responsibility for—

- Submitting as approved peer-reviewed manuscripts and metadata to a designated repository:  
and
- Reporting publications with the annual and final progress reports.

### **G. Federal Awarding Agency Contact(s)—Required**

The announcement must give potential applicants a point(s) of contact for answering questions or helping with problems while the funding opportunity is open. The intent of this requirement is to be as helpful as possible to potential applicants, so the Federal awarding agency should consider approaches such as giving:

- Points of contact who may be reached in multiple ways (*e.g.*, by telephone, fax, and/or email, as well as regular mail).
- A fax or email address that multiple people access, so that someone will respond even if others are unexpectedly absent during critical periods.
- Different contacts for distinct kinds of help (*e.g.*, one for questions of programmatic content and a second for administrative questions).

### **H. Other Information—Optional**

This section may include any additional information that will assist a potential applicant. For example, the section might:

- Indicate whether this is a new program or a one-time initiative.
- Mention related programs or other upcoming or ongoing Federal awarding agency funding opportunities for similar activities.

- Include current Internet addresses for Federal awarding agency Web sites that may be useful to an applicant in understanding the program.
- Alert applicants to the need to identify proprietary information and inform them about the way the Federal awarding agency will handle it.
- Include certain routine notices to applicants (e.g., that the Federal government is not obligated to make any Federal award as a result of the announcement or that only grants officers can bind the Federal government to the expenditure of funds).

## **NASA REQUIREMENT**

### **Access to NASA facilities/systems (required all)**

#### Sample Language

All recipients must work with NASA project/program staff to ensure proper credentialing for any individuals who need access to NASA facilities and/or systems. Such individuals include U.S. citizens, lawful permanent residents (“green card” holders), and foreign nationals (those who are neither U.S. citizens nor permanent residents).

### **Limited Release of Proposers Confidential Business Information (required all)**

#### Sample Language

(a) For proposal evaluation and other administrative processing NASA may find it necessary to release information submitted by the proposer to individuals not employed by NASA. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of this proposal the proposer hereby consents to a limited release of its confidential business information (CBI).

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

**Cross-Waiver of Liability for International Space Station, Science or Space Exploration Activities (required as appropriate) -** The language in the cross waiver is required by the international agreements NASA has with its international partners for the use of the Space Station and/or for exploration of space.

#### Sample Language

The cross-waivers will require the recipient to extend the cross-waiver terms and conditions to their subcontractors at any tier and related entities, ensuring those subcontractors and related entities also waive all claims against any entity or person defined in the provision for damages arising out of Protected Space Operations. This cross-waiver is intended to be broadly construed, and NASA extends it to its related entities as set forth in the provision. See GCAM Exhibit C for specific conditions that will apply to an approved award.





## **Exhibit B – Waiver Request Process**

Applicants may request a waiver of the requirement for electronic submission if they can provide a compelling reason. The process for applying for a waiver is described below. Questions on applying for a waiver may be directed to NASA contact listed in the funding announcement.

All applicants must register in the System for Award Management (SAM) and NASA Solicitation and Proposal Integrated Review and Evaluation System (NSPIRES) even those who intend to request a waiver. If you do not have an active SAM registration prior to submitting your paper application, it will be screened out and returned to you without review. Registration is necessary to ensure that information required for paper submission is available and that the applicant is ready to submit electronically if the waiver is denied.

A written waiver request must be received by NASA at least 20 calendar days in advance of the application due date stated on the cover page of the Request for Proposal (RFP). The request must be either e-mailed or mailed (USPS or common carrier) to the NASA contact listed in the funding announcement:

When requesting a waiver, the following information must be included:

- NASA CAN, or announcement title and announcement number;
- Name, address, and telephone number of the applicant organization as they will appear in the application;
- Applicant organization's DUNS number;
- Authorized Organization Representative (AOR) for the named applicant;
- Name, telephone number, and e-mail of the applicant organization's Contact Person for the waiver; and
- Details of why the organization is unable to submit electronically, explaining why their physical location does not have adequate access to the Internet.

The NASA official will either e-mail (if the waiver request was received by e-mail) or express mail/deliver (if the waiver request was received by mail) the waiver decision to the Contact Person no later than seven calendar days prior to the application due date. If the waiver is approved, an application must be submitted either by email or mailed in as a paper copy or using a CD-ROM or similar device. If the waiver is disapproved, the applicant organization must be prepared to submit through Grants.gov or NSPIRES or forfeit the opportunity to apply. The written approval must be included as the cover page of the paper application and the application must be received by the due date.

A paper application will not be accepted without the waiver approval and will be returned to the applicant if it is not included. Paper applications received after the due date will not be accepted.

Instructions for Submitting a Paper Application with a Waiver Paper submissions must be postmarked by date and time specified in the announcement. Applications may be emailed to the NASA contact, shipped using only Federal Express (FedEx), United Parcel Service (UPS), or the

U.S. Postal Service (USPS). You will be notified by postal mail that your application has been received.

**Note:** If you use the USPS, you must use Express Mail. Please remember that mail sent to federal facilities undergoes a security screening prior to delivery. You are responsible for ensuring that you submit your application so that it will arrive by the application due date and time.

NASA will not accept or consider any applications that are sent by facsimile or hand carried.

If you are submitting a paper application, you must submit an original application. The original and copies must not be bound and nothing should be attached, stapled, folded, or pasted. Do not use staples, paper clips, or fasteners. You may use rubber bands.

If you are submitting a paper application, you must follow the funding announcement's instructions for order in which the required forms and documents are to be submitted.

You must follow the formatting instructions included in the funding announcement. Oversized pages (e.g., foldouts, posters) will be proportionally calculated against the page count.

With the exception of standard forms in the application package, all pages in the application should be numbered consecutively, with a notation "page XX out of XX". This notation assures that all the pages were received.

### **Exhibit C – Additional Terms and Conditions**

The following contains the text of the terms and conditions referenced in paragraph 5 of section 5.3 in the GCAM.

#### **1. Cross-Waiver of Liability for International Space Station Activities**

(This Term and Condition shall be included in grants when the effort to be performed may involve Protected Space Operations, as that term is defined in the provision, relating to the International Space Station. If a grant or cooperative agreement may involve a launch other than the International Space Station, the Grant Officer also shall insert the special Term and Condition entitled “Cross-Waiver of liability for Science or Space Exploration Activities unrelated to the International Space Station.”

The cross-waivers will require the recipient to extend the cross-waiver terms and conditions to their subcontractors at any tier and related entities, ensuring those subcontractors and related entities also waive all claims against any entity or person defined in the provision for damages arising out of Protected Space Operations. This cross-waiver is intended to be broadly construed, and NASA extends it to its related entities as set forth in the provision. The language in the cross waiver is required by the international agreements NASA has with its international partners for the use of the Space Station.)

#### **CROSS-WAIVER OF LIABILITY FOR INTERNATIONAL SPACE STATION ACTIVITIES (DEC 2014)**

(a) The Intergovernmental Agreement Among the Government of Canada, Governments of Member States of the European Space Agency, the Government of Japan, the Government of the Russian Federation, and the Government of the United States of America concerning Cooperation on the Civil International Space Station (IGA) for the International Space Station (ISS) contains a cross-waiver of liability provision to encourage participation in the exploration, exploitation, and use of outer space through the ISS. This cross-waiver of liability is to be broadly construed to achieve this objective.

(b) As used in this provision, the term:

(1) “Agreement” refers to any NASA agreement, grant, cooperative agreement, or contract that contains the cross-waiver of liability provision authorized by 14 CFR Part 1266.102.

(2) "Damage" means:

- (i) Bodily injury to, or other impairment of health of, or death of, any person;
- (ii) Damage to, loss of, or loss of use of any property;
- (iii) Loss of revenue or profits; or
- (iv) Other direct, indirect, or consequential damage.

(3) "Launch Vehicle" means an object, or any part thereof, intended for launch, launched from Earth, or returning to Earth which carries payloads or persons, or both.

(4) "Partner State" includes each Contracting Party for which the IGA has entered into force, pursuant to Article 25 of the IGA or pursuant to any successor agreement. A Partner State includes its Cooperating Agency. It also includes any entity specified in the Memorandum of Understanding (MOU) between NASA and the Government of Japan’s Cooperating Agency in the implementation of that MOU.

(5) "Party" means a party to an Agreement involving activities in connection with the ISS, including a party that is the prime recipient under this grant\cooperative agreement.

(6) "Payload" means all property to be flown or used on or in a Launch Vehicle or the ISS.

(7) "Protected Space Operations" means all Launch or Transfer Vehicle activities, ISS activities, and Payload activities on Earth, in outer space, or in transit between Earth and outer space in implementation of the IGA, MOUs concluded pursuant to the IGA, implementing agreements, and contracts to perform work in support of NASA's obligations under these Agreements. It includes, but is not limited to:

(i) Research, design, development, test, manufacture, assembly, integration, operation, or use of Launch or Transfer Vehicles, the ISS, Payloads, or instruments, as well as related support equipment and facilities and services; and

(ii) All activities related to ground support, test, training, simulation, or guidance and control equipment and related facilities or services. "Protected Space Operations" also includes all activities related to evolution of the ISS, as provided for in Article 14 of the IGA. "Protected Space Operations" excludes activities on Earth which are conducted on return from the ISS to develop further a Payload's product or process for use other than for ISS-related activities in implementation of the IGA.

(8) "Related Entity" means:

(i) A contractor, recipient or subcontractor of a Party or a Partner State at any tier;

(ii) A user or customer of a Party or a Partner State at any tier; or

(iii) A contractor or subcontractor of a user or customer of a Party or a Partner State at any tier.

The terms "recipient," "contractor," and "subcontractor" include suppliers of any kind.

(9) "Transfer Vehicle" means any vehicle that operates in space and transfers Payloads or persons or both between two different space objects, between two different locations on the same space object, or between a space object and the surface of a celestial body. A "Transfer Vehicle" also includes a vehicle that departs from and returns to the same location on a space object.

(c)(1) The Recipient agrees to a cross-waiver of liability pursuant to which it waives all claims against any of the entities or persons listed in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision based on Damage arising out of Protected Space Operations. This cross-waiver shall apply only if the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations. The cross-waiver shall apply to any claims for Damage, whatever the legal basis for such claims, against:

(i) A Party as defined in (B)(5) above;

(ii) A Partner State including the United States of America;

(iii) A Related Entity of any entity identified in paragraph (c)(1)(i) or (c)(1)(ii) of this provision; or

(iv) The employees of any of the entities identified in paragraphs (c)(1)(i) through (c)(1)(iii) of this provision.

(2) In addition, the Recipient shall, by contract or otherwise, extend the cross-waiver of liability set forth in paragraph (c)(1) of this provision to its Related Entities at any tier by requiring them, by contract or otherwise, to:

(i) Waive all claims against the entities or persons identified in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision; and

(ii) Require that their Related Entities waive all claims against the entities or persons identified in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision.

(3) For avoidance of doubt, this cross-waiver of liability includes a cross-waiver of claims arising from the Convention on International Liability for Damage Caused by Space Objects, which entered into force on September 1, 1972, where the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations.

(4) Notwithstanding the other conditions of this provision, this cross-waiver of liability shall not be applicable to:

(i) Claims between a Recipient and its own Related Entities;

(ii) Claims made by a natural person, his/her estate, survivors or subrogees (except when a subrogee is a Party to an Agreement or is otherwise bound by the terms of this cross-waiver) for bodily injury to, or other impairment of health of, or death of, such person;

(iii) Claims for Damage caused by willful misconduct;

(iv) Intellectual property claims; or

(v) Claims for Damage resulting from a failure of the Recipient to extend the cross-waiver of liability to its Related Entities, pursuant to paragraph (c)(2) of this provision.

(5) Nothing in this provision shall be construed to create the basis for a claim or suit where none would otherwise exist.

(6) This cross-waiver shall not be applicable when 51 U.S.C. 50101 et seq. is applicable.

(7) This cross-waiver shall not apply to or affect the rights and obligations arising from any other Term and Condition or provision of this grant/cooperative agreement.

(End of Provision)

## 2. Cross-Waiver of liability for Science or Space Exploration Activities Unrelated to the International Space Station.

(This Term and Condition shall be included in solicitations such as Broad Agency Announcements, e.g., Announcements of Opportunity (AO's) and NASA Research Announcements (NRA), grants, and cooperative agreements when the effort may result involve a launch unrelated to the International Space Station. If a grant or cooperative agreement may involve the International Space Station, the Grant Officer also shall insert the special Term and Condition entitled "Cross-Waiver of liability for International Space Station Activities."

The cross-waivers will require the recipient to extend the cross-waiver terms and conditions to their subcontractors at any tier and related entities, ensuring those subcontractors and related entities also waive all claims against any entity or person defined in the provision for damages arising out of Protected Space Operations. This cross-waiver is intended to be broadly construed, and NASA extends it to its related entities as set forth in the provision. The language in the cross waiver is required by the international agreements NASA has with its international partners for the exploration of space.)

## CROSS-WAIVER OF LIABILITY FOR SCIENCE OR SPACE EXPLORATION ACTIVITIES UNRELATED TO THE INTERNATIONAL SPACE STATION

(DEC 2014)

(a) The purpose of this provision is to extend a cross-waiver of liability for activities conducted under Agreements involving Science or Space Exploration activities, unrelated to the International Space Station (ISS), but which involve a launch. This cross-waiver of liability shall be broadly construed to achieve the objective of furthering participation in space exploration, use, and investment.

(b) As used in this provision, the term:

(1) "Agreement" refers to any NASA agreement, grant, cooperative agreement, or contract that contains the cross-waiver of liability provision authorized in 14 CFR 1266.104.

(2) "Damage" means:

(i) Bodily injury to, or other impairment of health of, or death of, any person;

(ii) Damage to, loss of, or loss of use of any property;

(iii) Loss of revenue or profits; or

(iv) Other direct, indirect, or consequential damage;

(3) "Launch Vehicle" means an object, or any part thereof, intended for launch, launched from Earth, or returning to Earth which carries Payloads or persons, or both.

(4) "Party" means a party to an Agreement for Science or Space Exploration activities, unrelated to the ISS, but which involve a launch, including a party that is the prime recipient under this grant/cooperative agreement.

(5) "Payload" means all property to be flown or used on or in a Launch Vehicle.

(6) "Protected Space Operations" means all Launch or Transfer Vehicle activities and Payload activities on Earth, in outer space, or in transit between Earth and outer space in implementation of an Agreement for Science or Space Exploration activities, unrelated to the ISS, but which involve a launch. Protected Space Operations begins at the signature of the Agreement and ends when all activities done in implementation of the Agreement are completed. It includes, but is not limited to:

(i) Research, design, development, test, manufacture, assembly, integration, operation, or use of Launch or Transfer Vehicles, Payloads, or instruments, as well as related support equipment and facilities and services; and

(ii) All activities related to ground support, test, training, simulation, or guidance and control equipment, and related facilities or services.

Protected Space Operations excludes activities on Earth which are conducted on return from space to develop further a Payload's product or process other than for the activities within the scope of an Agreement.

(7) "Related entity" means:

(i) A contractor, recipient or subcontractor of a Party at any tier;

(ii) A user or customer of a party at any tier; or

(iii) A contractor or subcontractor of a user or customer of a Party at any tier.

The terms "recipient," "contractor" and "subcontractor" include suppliers of any kind.

(c) Cross-waiver of liability:

(1) The Recipient agrees to a waiver of liability pursuant to which it waives all claims against any of the entities or persons listed in paragraphs (c)(1)(i) through (c)(1)(iv) of this Term and Condition based on Damage arising out of Protected Space Operations. This cross-waiver shall apply only if the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its

involvement in Protected Space Operations. The waiver shall apply to any claims for Damage, whatever the legal basis for such claims, against:

- (i) A Party;
- (ii) A Party to another Agreement that includes flight on the same Launch Vehicle;
- (iii) A Related Entity of any of the entities identified in (c)(1)(i) or (c)(1)(ii) of this provision; or
- (iv) The employees of any of the entities identified in (c)(1)(i) through (c)(1)(iii) of this provision.

(2) The Recipient agrees to extend the cross-waiver of liability as set forth in paragraph (c)(1) of this provision to its own Related Entities at all tiers by requiring them, by contract or otherwise, to:

- (i) Waive all claims against the entities or persons identified in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision; and
- (ii) Require that their Related Entities waive all claims against the entities or persons identified in paragraph (c)(1)(i) through (c)(1)(iv) of this provision.

(3) For avoidance of doubt, this cross-waiver includes a cross-waiver of claims arising from the Convention on International Liability for Damage Caused by Space Objects, which entered into force on September 1, 1972, where the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations.

(4) Notwithstanding the other conditions of this provision, this cross-waiver of liability shall not be applicable to:

- (i) Claims between the Recipient and its own Related Entities;
- (ii) Claims made by a natural person, his/her estate, survivors, or subrogees (except when a subrogee is a Party to an Agreement or is otherwise bound by the terms of this cross-waiver) for bodily injury to, or other impairment of health, or death of such person;
- (iii) Claims for Damage caused by willful misconduct;
- (iv) Intellectual property claims; or
- (v) Claims for damages resulting from failure of the Recipient to extend the cross-waiver of liability to its related entities, pursuant to paragraph (c)(2) of this provision.

(5) Nothing in this provision shall be construed to create the basis for a claim or suit where none would otherwise exist.

(6) This cross-waiver shall not be applicable when 51 U.S.C. 50101 et seq. is applicable.

(7) This cross-waiver shall not apply to or affect the rights and obligations arising from any other Term and Condition or provision of this grant/cooperative agreement.

### 3. Personal identity verification of Recipient Personnel.

(This provision shall be included in grants when access is needed to the NASA Center and/or NASA information systems for greater than 180 days.)

#### 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)

#### 4. Restrictions on the Use of the NASA Seal, Insignia, Logotype, Program Identifiers, or Flags.

(This Term and Condition shall be included in all grants.)

#### RESTRICTIONS ON THE USE OF THE NASA SEAL, INSIGNIA, LOGOTYPE, PROGRAM IDENTIFIERS, OR FLAGS

(DEC 2014)

(a) In accordance with 14 CFR Part 1221, the NASA Seal, NASA Insignia, NASA Logotype, NASA Program Identifiers, and the NASA Flags are protected and shall be used exclusively to represent NASA, its programs, projects, functions, activities, or elements.

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

(c) The use of these devices by recipients for any purpose other than as authorized by NASA regulations shall be prohibited. Their misuse shall be subject to the penalties authorized by statute, as set forth in 14 CFR §1221.115 and shall be reported as provided in 14 CFR §1221.116.



### Exhibit D – 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
1800.901	Compliance with OMB Guidance on Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.	Oct. 13, 2015
1800.902	Technical publications and reports.	Oct. 13, 2015
1800.903	Extensions.	Oct. 13, 2015
1800.904	Termination and enforcement.	Oct. 13, 2015
1800.905	Change in principal investigator or scope.	Oct. 13, 2015
1800.906	Financial management.	Oct. 13, 2015
1800.907	Equipment and other property.	Oct. 13, 2015
1800.908	Patent rights.	Oct. 13, 2015
1800.909	Rights in data.	Oct. 13, 2015
1800.910	National security.	Oct. 13, 2015
1800.911	Nondiscrimination.	Oct. 13, 2015
1800.912	Clean air and water.	Oct. 13, 2015
1800.913	Investigative requirements.	Oct. 13, 2015
1800.914	Travel and transportation.	Oct. 13, 2015
1800.915	Safety.	Oct. 13, 2015
1800.916	Buy American encouragement.	Oct. 13, 2015
1800.917	Investigation of research misconduct.	Oct. 13, 2015
1800.918	Allocation of risk/liability.	Oct. 13, 2015
1800.919	Cooperative agreement special condition.	Oct. 13, 2015
1800.920	Multiple year award.	Oct. 13, 2015
1800.921	Incremental funding.	Oct. 13, 2015
1800.922	Cost sharing.	Oct. 13, 2015
1800.923	New technology.	Oct. 13, 2015
1800.924	Designation of new technology representative and patent representative.	Oct. 13, 2015
1800.925	Equipment and other property under grants with commercial firms.	Oct. 13, 2015
1800.926	Listing of reportable equipment and other property.	Oct. 13, 2015
1800.927	Invoices and payments under grants with commercial firms.	Oct. 13, 2015
1800.928	Electronic funds transfer payment methods.	Oct. 13, 2015
1800.929	Indirect Costs.	Nov. 28, 2016
1800.930	Access to Research Results.	Nov. 28, 2016

**Exhibit E – Required Publications and Reports**  
**IN ACCORDANCE WITH 2 CFR 1800**

The recipient shall submit the publications and reports indicated below:

	<b>REPORTS</b>	<b>REPORT DUE/FREQUENCY</b>	<b>DISTRIBUTION</b>
	<b>Quarterly Federal Cash Transactions Reports</b> (SF 425) <i>(Required for all Grants and Cooperative Agreements except grants and agreements with commercial organizations )</i>	Within 30 days following the end of each quarter of the Federal fiscal year. <i>(Ref. 1800.906)</i>	HHS/PMS
	<b>Annual Inventory Report of Federally-Owned Property in Custody of the Recipient</b> <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. <i>(Ref. 1800.907)</i>	FMO, IPO
	<b>Progress Reports</b> <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). <i>(Ref. 1800.902)</i>	TO, GO, NTR
	<b>Disclosure of Subject Inventions/Reportable Items (New Technology Report (NTR))</b> <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. <i>(Ref. 1800.908 1800.923and 1800.924)</i>	PO, TO, GO, NTR
	<b>Election of Title to a Subject Invention</b> <i>(Required for all Grants and Cooperative Agreements)</i>	Within 2 years of disclosure of a 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	PO, TO, GO

		still be obtained in the United States, at least 60 days prior to the end of the statutory period. (Ref. 1800.908 and 1800.923)	
	<b>Interim New Technology Summary Report (NTSR)</b> <i>(Required for all Grants and Cooperative Agreements except for those issued solely to support education programs)</i>	Every 12 months from the date of the grant/cooperative agreement. <b>(Note: Negative reports are required.)</b> (Ref. 1800.908, 1800.923 and 1800.924)  <b>NASA FORM 1679 or eNTR</b> <i>(<a href="http://invention.nasa.gov">http://invention.nasa.gov</a>)</i>	GO, NTR
	<b>Notification of Decision to Forego Patent Protection</b> <i>(Required for all Grants and Cooperative Agreements)</i>	As applicable, not less than 30 days before the expiration of the response period required by the relevant patent office. (Ref. 1800.908 and 1800.923)	PO, TO, GO
	<b>Utilization of Subject Invention/Reportable Items</b> <i>(Required for all Grants and Cooperative Agreements except for those issued solely to support education programs)</i>	Every 12 months from the date a subject invention is elected. Note: Negative reports are required. (Ref. 1800.908 and 1800.923 )	PO, TO, GO
	<b>Annual NASA Form 1018 Property in the Custody of Contractors</b> <i>(Required for all Grants and Cooperative Agreements with commercial organizations)</i>	Due not later than October 15 of each year. Note: Negative reports are required. (Ref. 1800.925)	FMO, IPO
	<b>FINAL REPORTS</b>	<b>REPORT DUE</b>	<b>RECIPIENT</b>
	<b>Final New Technology Summary Report (NTSR)</b> <i>(Required for all Grants and Cooperative Agreements except for those issued solely to support education programs)</i>	Within 90 days after the expiration date of the grant/cooperative agreement. <b>(Note: Negative reports are required.)</b> (Ref. 1800.908, 1800.923 and 1800.924) <b>NASA FORM 1679 or eNTR</b> <i>(<a href="http://invention.nasa.gov">http://invention.nasa.gov</a>)</i>	PO, GO, NTR

<b>Properly Certified Final Federal Financial Report, SF 425</b> <i>(Required for all Grants and Cooperative Agreements)</i>	Within 90 days after the expiration date of the grant/cooperative agreement. <i>(Ref. 1800.906)</i>	FMO, GO
<b>Summary of Research / Education Activity Report</b> <i>(Required for all Grants and Cooperative Agreements)</i>	Within 90 days after the expiration date of the grant/cooperative agreement. <i>(Ref. 1800.902) For research related training program grants, the summary of research report is completed by the Student.</i>	CASI, TO, GO, NTR, STIO
<b>Final Inventory Report of Federally-Owned Property</b> <i>(Required for all Grants and Cooperative Agreements, except those issued solely for education programs and grants and cooperative agreements with commercial organizations)</i>	Within 60 days after the expiration date of the grant/cooperative agreement. <i>(Ref. 1800.907)</i>	CC, IPO, GO
<b>Final NASA Form 1018 NASA Property in the Custody of Contractors</b> <i>(Required for Grants and Cooperative Agreements with commercial organizations)</i>	Within 30 days after the expiration of the grant or cooperative agreement. <i>(Ref. 1800.925)</i>	FMO, IPO

\*Grants and cooperative agreements with colleges, universities, non-profit organizations, and small businesses will reference §1800.909. Grants and cooperative agreements with large businesses will reference §1800.923.

AGO = ADMINISTRATIVE GRANT OFFICER

IPO = INDUSTRIAL PROPERTY OFFICER

CASI = CENTER FOR AEROSPACE INFORMATION

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

STIO = SCIENTIFIC & TECHNICAL INFORMATION OFFICE



## **Exhibit F – Examples of Costs Categories from 2 CFR 200 Subpart E**

1. Direct Labor (salaries, wages, and fringe benefits): List number and titles of personnel, amounts of time to be devoted to the grant, and rates of pay.
2. Other Direct Costs:
  - a. Subcontracts: Describe the work to be subcontracted, estimated amount, recipient (if known), and the reason for subcontracting.
  - b. Consultants: Identify consultants to be used, why they are necessary, the time they will spend on the project, and rates of pay.
  - c. Equipment: List separately. Explain the need for items costing more than \$5,000, unless a lower threshold has been established by your institution for classifying such purchases as equipment. Describe the basis for estimated cost. General purpose equipment is not allowable as a direct cost unless specifically approved by the grant officer. Grant award constitutes approval for any equipment provided and was requested in the original proposal. Requests by grant recipients for the acquisition of equipment shall be supported by written documentation setting forth the description, purpose, and acquisition value of the equipment.
  - d. Supplies: For items below the threshold established for equipment, provide the general categories of needed supplies, the method of acquisition and the estimated cost.
  - e. Travel: Describe the purpose of the proposed travel in relation to the grant and provide the basis of the estimate, including information on destination and number of travelers where known.
  - f. Other: Identify and support all other direct costs not covered by 2a through 2e. Provide an itemized list explaining the need for each item and the basis for the estimate.
3. Facilities and Administrative (F&A) Costs: Identify F&A cost rate(s) and base(s) as approved by the cognizant Federal agency, including the effective period of the rate. Provide the name, address, and telephone number of the Federal agency official having cognizance. If unapproved rates are used, explain why, and include the computational basis for the F&A expense pool and corresponding allocation base for each rate.
4. Other Applicable Costs: Provide description, detail, and necessity for each item.
5. Subtotal-Estimated Costs: Provide the sum of items 1 through 4.
6. Less Proposed Cost Sharing (if any): Provide the amount proposed. If cost sharing is based on specific cost items, identify each item and amount in an attachment.
7. Carryover Funds (if any): Provide the dollar amount of any funds that are expected to be available for carryover from the prior budget period. Identify how the funds will be used if they are not used to reduce the budget. NASA officials will decide whether to use all or part of the anticipated carryover to reduce the budget. Not applicable to 2nd-year and subsequent-year budgets submitted for the award of a multiple year grant.
8. Total Estimated Costs: Provide the total after subtracting items 6 and 7 from item 5.