

National Aeronautics and Space Administration

Goddard Space Flight Center
8800 Greenbelt Road
Greenbelt, MD 20771



November 6, 2017

Reply to attn. of: Office of Communications

Christopher Collins
Investigative Journalist
collinsreports@gmail.com

Dear Mr. Collins:

Thank you for your Freedom of Information Act (FOIA) request dated August 23, 2017. Your request, which was assigned FOIA Case Number 17-GSFC-F-01074, was for:

A copy of the contract between NASA and the contractor selected to 'enable and advance uses of Earth observations by domestic and international organizations to benefit food security and agriculture.'

Notices of Intent to propose were requested by February 17, 2017, and proposals were due April 7, 2017. This blog wrote about the solicitation:
<http://www.foodpolitics.com/2017/01/nasas-food-and-agriculture-program-request-for-proposals/>

The NASA Goddard Space Flight Center program office conducted a search for Agency records using the above criteria. Following a search, NASA has identified Grant Number 80NSSC17K0625 as being responsive to your request. This document will be released to you in its entirety.

Fees for processing this request are less than \$50 and are not being charged in accordance with 14 CFR §1206.503(c). If you require further assistance, please contact me at 301-286-4721 or electronically at gsfc-foia@mail.nasa.gov.

Sincerely,

A handwritten signature in cursive script that reads "Joan Belt".

Joan Belt
FOIA Public Liaison Officer



National
Aeronautics and
Space
Administration

NASA Grant and Cooperative Agreement

CFDA No.: 43.001 SCIENCE

CHOOSE ONE:

- COOPERATIVE AGREEMENT
 GRANT

CHOOSE ONE: EDUCATION FACILITIES RESEARCH TRAINING

NASA Grant and Cooperative Agreement Web Site: <http://prod.nais.nasa.gov/pub/pub_library/srba/index.html>

1. FEDERAL AWARD IDENTIFICATION NO. 80NSSC17K0625		2. SUPPLEMENT NUMBER		3. PERIOD OF PERFORMANCE 11/01/2017 - 10/31/2022	
4. RECIPIENT NAME/ADDRESS (No., Street, City/County, State, Zip) UNIVERSITY OF MARYLAND 3112 LEE BLDG 7809 REGENTS DR COLLEGE PARK MD 20742-0001			5. AWARING ORGANIZATION NASA Shared Services Center (NSSC) Building 1111, Jerry Hlass Road Stennis Space Center MS 39529-0001		
6. EMPLOYER IDENTIFICATION NO. (EIN)			7. UNIQUE ENTITY IDENTIFIER 790934285		
8. PRINCIPAL INVESTIGATOR/STUDENT/ORGANIZATION'S PROJECT OR PROGRAM MGS. (Name, Email & Phone) INBAL BECKER-RESHEF, IRESHEF@UMD.EDU, 301-405-7954					
9. PROPOSAL NO., TITLE, AND PROJECT DESCRIPTION 16-FSAC16-0005, NASA Food Security and Agriculture Consortium (FSAC)					
10A.	AMOUNT OF AWARD		10B.	FUNDS OBLIGATED	
PREVIOUS	\$0.00		PREVIOUS	\$0.00	
THIS ACTION	\$13,516,797.00		THIS ACTION	\$1,670,000.00	
TOTAL	\$13,516,797.00		TOTAL	\$1,670,000.00	
11. NASA ACCOUNTING AND APPROPRIATION DATA See Continuation Sheet If Applicable				12. PR NUMBER 4200638949	
13. NASA POINTS OF CONTACT REQUIRING CENTER: Headquarters					
	NAME	MAIL STOP	TELEPHONE	E-MAIL ADDRESS	
TECHNICAL OFFICER	BRADLEY DOORN	3S78	202-358-2187	BRADLEY.DOORN@NASA.GOV	
NEGOTIATOR					
ADMINISTRATOR	RACHEAL DOWN		877-677-2123	NSSC-CONTACTCENTER@NASA.GOV	
PAYMENTS	NSSC CONTACT CENTER	XD010	877-677-2123	NSSC-CONTACTCENTER@NASA.GOV	
14. THIS AWARD IS MADE UNDER THE AUTHORITY OF 51 U.S.C. 20113(e) AND IS SUBJECT TO ALL APPLICABLE LAWS AND REGULATIONS OF THE UNITED STATES IN EFFECT ON THE DATE OF THIS AWARD, INCLUDING, BUT NOT LIMITED TO <input type="checkbox"/> 14 CFR PART 1274. <input checked="" type="checkbox"/> 2 CFR 1800.					
15. APPLICABLE STATEMENT(S), IF CHECKED: <input type="checkbox"/> NO CHANGE IS MADE TO EXISTING TERMS AND CONDITIONS <input type="checkbox"/> R&D TERMS AND CONDITIONS AND NASA AGENCY-SPECIFIC REQUIREMENTS APPLY TO THIS GRANT			16. APPLICABLE ENCLOSURE(S), IF CHECKED: <input checked="" type="checkbox"/> TERMS AND CONDITIONS <input type="checkbox"/> SPECIAL CONDITIONS <input checked="" type="checkbox"/> REQUIRED PUBLICATIONS AND REPORTS		



National
Aeronautics and
Space
Administration

NASA Grant and Cooperative Agreement

CFDA No.: 43.001 SCIENCE

CHOOSE ONE:

- COOPERATIVE AGREEMENT
 GRANT

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

Recipient

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

NAME OF GRANT OFFICER

Cassandra Williams

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE
(Type or print)

SIGNATURE

CASSANDRA WILLIAMS

DN: c=US, ou=U.S. Government, ou=NASA, ou=People,
0.9.2342.19200300.100.1.1=cw1la6, cn=CASSANDRA WILLIAMS
Date: 2017.09.29 15:30:40 -0500

DATE

SIGNATURE

DATE



NASA Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	<p>Recipient's Budget:</p> <p>Direct Labor Costs: \$ 5,767,131.00</p> <p>Direct Costs - Equipment: \$ 90,020.00</p> <p>Direct Costs - Travel: \$ 358,150.00</p> <p>Other Direct Costs: \$ 4,872,710.00</p> <p>Indirect Costs: \$ 2,018,785.00</p> <p>*Indirect Rate(s): 27.5%</p> <p>Total Costs: \$ 13,516,797.00</p> <p>This proposed Food Security and Agriculture Consortium (FSAC) will address various aspects of the application of Earth Observations (EO) to Domestic and Global Agriculture and Food Security, through an unprecedented group of research and operational partners. We have assembled a consortium of principals drawn from leading organizations in the U.S. and around the world that use EO and derived information to advance agriculture and food security. The proposed FSAC anchors a broad network of partners drawn from universities, government agencies and research organizations, NGOs, international organizations and the private sector, representing end users, information and service providers, and applications researchers. FSAC partners lead the world in engaging end users in using EO-derived information for agriculture. The FSAC expands on existing and past NASA investments and is specifically designed to amplify the benefits broadly, through public and private sectors in the US and internationally. Leveraging our current and past work to build the GEO G20 Global Agricultural Monitoring (GEOGLAM) Initiative, the current proposal is essential to the continued implementation and development of GEOGLAM, which has achieved unprecedented success in engaging end-users involved with crop production monitoring and forecasting. Through this proposal, the Crop Monitors led by UMD will continue to deliver EO-derived information</p>				



NASA Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	<p>to the Agricultural Market Information System (AMIS), an international body of chief economists from major crop export countries, and provide a monthly bulletin of crop conditions for food insecure countries with an expanding group of international and national food security organizations. The FSAC end user engagement will be broad - addressing not only international crop production forecasts, markets, and trade, alongside regional/national food security, early warning, disaster response and policy - but also domestic commercial agriculture and farm management, and smallholder farm management, resilience and micro-insurance. It will include strategic, systematized engagement of non-traditional users of NASA data (insurance industry, humanitarian organizations and intelligence). The FSAC members were selected strategically for their expertise and relationships with a broad range of user-groups. Our Applications R&D will focus on crop condition monitoring and risk assessment, cropland, crop type and area mapping, crop yield and production modeling and forecasting and linking EO products to socio-economic data to address food security questions. The resulting suite of innovative products and services will combine EO products from different sensors with meteorological, ground and survey data. Other major work elements will include: the economic and social valuation of the benefits of EO through economic analysis of EO for production forecasting and representative end user case studies; linkage to new NASA sensors, enhancing the Early Adopters program; development of an FSAC Portal for information collection, dissemination, and innovative combination; and a professional communications initiative giving broad outreach for the program. The domestic agriculture component of the proposal will test new EO-based applications to improve farm management and help USDA</p>				



NASA Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
0001	<p>NASS improve the reliability of its US statistics (area/yard). FSAC will hold a series of thematic, community workshops in the US, establishing a US GEOGLAM Community of Practice (CoP) to complement the International CoP. These activities together will deliver NASA an outstanding, coordinated, and well-balanced program applying EO to Food Security and Agriculture, with strong connections to relevant NASA programs, Science Teams, and new missions. A goal of the FSAC in addition to responding to the RFP, is to expand its activities, partnerships, and collaborations with non-NASA funding, sustaining the Consortium and its functions beyond the 5-year funding period.</p> <p>Becker-Reshef, Inbal</p> <p>Incrementally Funded Amount \$1,670,000.00</p> <p>Purchase Requisition: 4200638949 Fund: SCEX22017D Appropriation: 8017/180120 Amount: \$1,200,000.00Purchase Requisition: 4200638949 Fund: SCEX22017D Appropriation: 8017/180120 Amount: \$220,000.00Purchase Requisition: 4200638949 Fund: SCEX22017D Appropriation: 8017/180120 Amount: \$250,000.00</p>				\$13,516,797.00

AWARD TERMS AND CONDITIONS

<u>Location</u>	<u>Title</u>	<u>Date</u>
Appendix A to 2 CFR Part 25	Central Contractor Registration and Universal Identifier Requirements	Dec. 26, 2014
Appendix A to 2 CFR Part 170	Reporting Subawards and Executive Compensation	Dec. 26, 2014
2 CFR 175.15	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.	Nov. 28, 2016
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

Unless otherwise specified, the terms and conditions in 2 CFR 1800.900 to 1800.918 and the requirements in 2 CFR 170, 175, and 182 apply and are incorporated by reference. To view full text of these requirements and terms and conditions go to

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

Restrictions on Funding Activities with China

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

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

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

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

[End of Term and Condition]

Catalog Federal Domestic Assistance (CFDA)

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

[End of Term and Condition]

Limited Release of Recipient Confidential Business Information

(a) NASA may find it necessary to release information submitted by the Recipient pursuant to the provisions of this grant/cooperative agreement to individuals not employed by NASA. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of this proposal, or signature on this grant/cooperative agreement, the Recipient hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Recipient's CBI include, but are not limited to, the following:

- (1) To other Agency contractors and subcontractors, and their employees tasked with assisting the Agency in handling and processing information and documents in the evaluation, the award or the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to NASA's technical evaluation panels;
- (2) To NASA contractors and subcontractors, and their employees engaged in information systems analysis, development, operation and maintenance, including performing data processing and management functions for the Agency.

(c) Except where otherwise provided by law, NASA will permit the limited release of CBI under subparagraphs (1) or (2) only pursuant to non-disclosure agreements signed by the assisting contractor or subcontractor, and their individual employees who may require access to the CBI to perform the assisting contract.

(d) NASA's responsibilities under the Freedom of Information act are not affected by this clause.

(e) The Recipient agrees to include this provision, including this paragraph (e), in all subcontracts/subawards at all levels awarded pursuant to this grant/cooperative agreement that require the furnishing of confidential business information by the subcontractor/subrecipient.

[End of Term and Condition]

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 Term and Condition]

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.

[End of Term and Condition]

Recipient Integrity and Performance Matters (January 2016)**A. General Reporting Requirement**

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

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

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

3. Reporting Procedures

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

4. Reporting Frequency

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

5. Definitions

For purposes of this award term and condition:

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

[End of Term and Condition]

1800.920 Multiple Year Award (Oct 2015)

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

Second year \$ 2,708,164.00, Anticipated funding date 11/1/2018.
Third year \$ 2,703,402.00, Anticipated funding date 11/1/2019.
Fourth year \$ 2,698,780.00, Anticipated funding date 11/1/2020.
Fifth year \$ 2,693,659.00, Anticipated funding date 11/1/2021.

[End of Term and Condition]

1800.921 Incremental Funding (Oct 2015)

(a) Only \$ 1,670,000.00 of the amount indicated on the face of this award is available for payment and allotted to this award. NASA contemplates making additional allotments of funds during performance of this effort. It is anticipated that these funds will be obligated as appropriated funds become available without any action required by the recipient. The recipient will be given written notification by the NASA Grant Officer.

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

Special Note—Balance is contingent on availability of funds. The remaining balance to fully fund this year is \$1,042,792.00.

[End of Term and Condition]

1800.924 Designation of New Technology Representative and Patent Representative (Oct 2015)

(a) For purposes of administration of the term and condition entitled “New Technology,” or “Patent Rights” whichever is included, the following named representatives are hereby designated by the Grant Officer to administer such term and condition—

- New Technology Representative
- Patent Representative

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the term and condition, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative, with notification to the Grant Officer, unless transmitted in response to correspondence or request from the Patent Representative. Inquires or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This term and condition shall be included in any subaward/subcontract hereunder requiring a “New Technology” term and condition or “Patent Rights—Retention by the Contractor (Short Form)” term and condition unless otherwise authorized or directed by the Grant Officer. The respective responsibilities and authorities of the above named representatives are set forth in the Grants and Cooperative Agreement Manual.

[End of Term and Condition]

1800.930 Access to Research Results (Nov)

ACCESS TO RESEARCH RESULTS

(a) This award is subject to the requirements of the, “NASA Plan: Increasing Access to the Results of Scientific Research,” which covers public access to digital scientific data and peer-reviewed publications. For purposes of this term and condition, the following definitions apply:

- (1) Awardee: Any recipient of a NASA grant or cooperative agreement, its investigators, and subrecipient (subaward or contract as defined in 2 CFR Part 200.92 and 200.22, respectively) at any level.
- (2) Final Peer-Reviewed Manuscript: The final text version of a peer-reviewed article disclosing the results of scientific research which is authored or co-authored by the Awardee or funded, in whole or in part, with funds from a NASA award, that includes all modifications from the publishing peer review process, and all graphics and supplemental material prepared by Awardee.

(b) The recipient shall:

- (1) Comply with their approved Data Management Plan submitted with its proposal, and as modified upon agreement by the recipient and NASA from time to time during the course of the period of performance.
- (2) Ensure that any Final Peer-Reviewed Manuscript is submitted to the NASA-designated repository, currently the PubMed Central system at <http://www.ncbi.nlm.nih.gov/pmc/>. NASA will provide instructions for completing the submission process under separate cover. Ensure that the Final Peer-Reviewed Manuscript is submitted to PubMed Central within one year of completion of the peer-review process.
- (3) Ensure that any publisher’s agreements entered into by an Awardee will allow for the Awardee to comply with these requirements including submission of Final Peer-Reviewed Manuscripts to the NASA-designated repository, as listed in (b)(2), with sufficient rights to permit such repository to use such Final Peer-Reviewed Manuscript in its normal course, including rights to permit users to download XML and plain text formats.

(4) Hereby represent and warrant that Awardee has secured for recipient the right to submit the Final Peer-Reviewed Manuscript to the NASA-designated repository for use as set forth herein.

(5) Include in annual and final reports a list of Final Peer-Reviewed Manuscripts covered by this term and condition.

(End of Term and Condition)

REQUIRED PUBLICATIONS AND REPORTS

IN ACCORDANCE WITH 2 CFR 1800

The recipient shall submit the publications and reports indicated below:

	INTERIM REPORTS	REPORT DUE/FREQUENCY	RECIPIENT
X	Quarterly Federal Cash Transactions Reports (SF 425) <i>(Required for all Grants and Cooperative)</i>	Within 30 days following the end of each quarter of the Federal fiscal year. <i>(Ref. 1800.906)</i>	HHS/PMS
X	Annual Inventory Report of Federally-Owned Property in Custody of the Recipient <i>(Required for all Grants and Cooperative Agreements, except when a commercial firm.)</i>	No later than October 15 of each year. NOTE: Negative reports are not required. <i>(Ref. 1800.907)</i>	FMO, IPO
X	Progress Reports <i>(Required for all Grants and Cooperative Agreements; unless period of performance is less than one year.)</i>	Annually, 60 days prior to the anniversary date of the grant/cooperative agreement (except final year). <i>(Ref. 1800.902)</i>	TO, GO, NTR
X	Disclosure of Subject Inventions/Reportable Items (New Technology Report (NTR)) <i>(Required for all Grants and Cooperative Agreements except for those issued solely to support education programs)</i>	Within 2 months after inventor discloses it to recipient. <i>(Ref. 1800.908 1800.923 and 1800.924)</i>	PO, TO, GO, NTR
X	Election of Title to a Subject Invention <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 still be obtained in the United States, at least 60 days prior to the end of the statutory period. <i>(Ref. 1800.908 and 1800.923)</i>	PO, TO, GO
X	Interim New Technology Summary Report (NTSR) <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. (Note: Negative reports are required.) <i>(Ref. 1800.908, 1800.923 and 1800.924)</i> NASA FORM 1679 or eNTR <i>(http://invention.nasa.gov)</i>	GO, NTR
X	Notification of Decision to Forego Patent Protection <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. <i>(Ref. 1800.908 and 1800.923)</i>	PO, TO, GO
X	Utilization of Subject Invention/Reportable Items <i>(Required for all Grants and Cooperative Agreements except for those issued solely to support</i>	Every 12 months from the date a subject invention is elected. Note: Negative reports are required. <i>(Ref. 1800.908 and 1800.923)</i>	PO, TO, GO

	<i>education programs)</i>		
	Annual NASA Form 1018 Property in the Custody of Contractors <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
	FINAL REPORTS	REPORT DUE	RECIPIENT
X	Final New Technology Summary Report (NTSR) <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. (Note: Negative reports are required.) (Ref. 1800.908, 1800.923 and 1800.924) NASA FORM 1679 or eNTR (http://invention.nasa.gov)	PO, GO, NTR
X	Properly Certified Final Federal Financial Report, SF 425 <i>(Required for all Grants and Cooperative Agreements)</i>	Within 90 days after the expiration date of the grant/cooperative agreement. (Ref. 1800.906)	FMO, GO
X	Summary of Research / Education Activity Report <i>(Required for all Grants and Cooperative Agreements)</i>	Within 90 days after the expiration date of the grant/cooperative agreement. (Ref. 1800.902) For research related training program grants, the summary of research report is completed by the Student.	CASI, TO, GO, NTR, STIO
X	Final Inventory Report of Federally-Owned Property <i>(Required for all Grants and Cooperative Agreements, except those issued solely for education programs and grants and cooperative agreements with commercial organizations)</i>	Within 60 days after the expiration date of the grant/cooperative agreement. (Ref. 1800.907)	CC, IPO, GO
	Final NASA Form 1018 NASA Property in the Custody of Contractors <i>(Required for Grants and Cooperative Agreements with commercial organizations)</i>	Within 30 days after the expiration of the grant or cooperative agreement. (Ref. 1800.925)	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

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Patent Counsel Office	Attn: Patent Counsel Office NASA Headquarters 300 E Street SW, Suite: 9T11 Washington, DC 20546 Helen.M.Galus@nasa.gov
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