#### National Aeronautics and Space Administration

# Notice of Award for Grant and Cooperative Agreement (NOA)

CHO	OSE ONE:
X	COOPERATIVE AGREEMENT

Adm	inistration Assistance Listin	ngs Number: 43	3.008 Education		△ AGREEMENT
					GRANT
CHOOSE ONE: [	EDUCATION X RE	ESEARCH			
	NASA Grant and Cooperative	Agreement Web S			
	RD IDENTIFICATION NO.	2. SUPPLEME	_	. PERIOD OF PERFOR	RMANCE
	NSSC22M0259	P00		09/01/2022 - 08/31/2024	
4. RECIPIENT  NAME/ADDRESS (No. UNIVERSITY OF WYOI 1000 E UNIVERSITY AV LARAMIE WY 82071-2	VE DEPARTMENT 3434	NASA Share Build	VARDING ORGANI A d Services Center (NSSC) ing 1111, Jerry Hlass Road is Space Center MS 39529		
6. UNIQUE ENTITY FDR5YF2K32X5	/ IDENTIFIER				
SHAWNA MCBRIDE, S  8. PROPOSAL NO	ESTIGATOR/STUDENT/ORC MCBRIDE@UWYO.EDU, 307-766-29 ., TITLE, AND PROJECT DE dix C.1.2 - Topic 2: On-Chip Tissue Mo	SCRIPTION			Email & Phone)
9A.	AMOUNT OF A	award [9	9B.	FLINI	OS OBLIGATED
PREVIOUS	\$99,436.00		PREVIOUS	\$99,436.00	DO OBLIGATED
THIS ACTION	\$0.00		THIS ACTION	\$0.00	
TOTAL	\$99.436.00		TOTAL	\$99,436.00	
	NTING AND APPROPRIATION			11. PR NUMBE	R
N/A				N/A	
12. NASA POINTS	OF CONTACT				
SPONSORING CEI	NTER: Kennedy Space Center				
	NAME		TELEPHONE	E-MAIL ADDRES	S
TECHNICAL OFFICER	MITCH KRELL	22	28-688-1821	MITCH.KRELL@NASA.GO	V
ADMINISTRATOR	RACHEAL DOWN	87	77-677-2123	NSSC-CONTACTCENTER@	NASA.GOV
PAYMENTS	NSSC CONTACT CENTER	87	77-677-2123	NSSC-CONTACTCENTER@	NASA.GOV
APPLICABLE L AWARD, INCLI	S MADE UNDER THE AUTH AWS AND REGULATIONS ( JDING, BUT NOT LIMITED T	OF THE UNITED	O STATES IN EFFE	CT ON THE DATE OF	THIS
		FAR 48 CI	<del>_</del>	ASA and Grant Cooperative	
	STATEMENT(S), IF CHECKE		15. APPLICABLE	ENCLOSURE(S), IF C	HECKED:
NO CHANGE IS CONDITIONS	S MADE TO EXISTING TERMS AN	D	X TERMS AND	CONDITIONS SPE	CIAL CONDITIONS
	ND CONDITIONS AND NASA AGE RUIREMENTS APPLY TO THIS GRA		X REQUIRED F	PUBLICATIONS AND REPOI	RTS

#### National Aeronautics and Space Administration

# Notice of Award for Grant and Cooperative Agreement (NOA)

Assistance Listings Number: 43.008 Education

CHO	OSE ONE:
X	COOPERATIVE AGREEMENT
	CRANT

Administration	3. 3.				GRANT		
				Recipient			
THE UNITED STATES OF AMERICA NATIONAL AERONAUTICS AND SPACE ADMINISTRATION		X	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.				
				o sign this document	and return to the awarding		
NAME OF GRANT OFFICER			AND TITLE OF AU or print)	THORIZED REPI	RESENTATIVE		
SIGNATURE	DATE	SIGNA	ΓURE		DATE		



## Notice of Award for Grant and Cooperative Agreement (NOA)

TEM NO.	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Direct Labor Costs: \$ 39,702.00				
	Other Direct Costs: \$ 33,623.00				
	Indirect Costs: \$ 26,111.41				
	*Indirect Rate(s): 44.5%				
	Total Costs: \$ 99,436.41				
	Difference in Budget is due to rounding				
	Total Award: \$ 99,436.00				
	This proposed project will establish a				
	microfluidically integrated tissue chip				
	platform for the differentiation and				
	extended culture of tissue layers formed				
	from induced pluripotent stem cells (iPSCs).				
	This platform will allow the frequent, and				
	repeated dosage of cells with ionizing				
	radiation and the subsequent optical				
	monitoring of cells for hallmarks of				
	carcinogenesis. The technology development				
	goals of this project build upon existing				
	capabilities and expertise of the				
	collaborating senior personnel and				
	contribute toward the primary project				
	outcome:				
0001	McBride, Shawna				\$99,436.00
	Obligated Amount \$99,436.00				
	Purchase Requisition: 4200808571 Fund:				
	EDUX22022D Appropriation: 8022/230128				
	Amount: \$99,436.00				
	Payment Terms: Net 30 days				
	FOB: Destination				

This supplement is hereby issued to provide a 12-month no-cost extension and to provide administrative changes. The new completion date for this award is 8/31/2024

#### Accordingly:

#### AWARD TERMS AND CONDITIONS

AWARD TERMS AND CONDITIONS  Title  Details				
Location	<u>Title</u>	<u>Date</u>		
GCAM Appendix D1	Compliance with Title 2 of the Code of Federal Regulations, Grants and Agreements	Oct. 31, 2022		
GCAM Appendix D2	System for Award Management and Unique Entity Identifier	Oct. 31, 2022		
GCAM Appendix D3	Technical Publications and Reports	Oct. 31, 2022		
GCAM Appendix D4	Reporting Subawards and Executive Compensation	Oct. 31, 2022		
GCAM Appendix D5	Extensions	Oct. 31, 2022		
GCAM Appendix D6	Termination and Enforcement	Oct. 31, 2022		
GCAM Appendix D7	Change in Principal Investigator or Scope	Oct. 31, 2022		
GCAM Appendix D8	Financial Management	Oct. 31, 2022		
GCAM Appendix D9	Equipment and other Property	Oct. 31, 2022		
GCAM Appendix D10	Patent Rights	Oct. 31, 2022		
GCAM Appendix D11	Rights in Data	Oct. 31, 2022		
GCAM Appendix D12	National Security	Oct. 31, 2022		
GCAM Appendix D13	Non-Discrimination	Oct. 31, 2022		
GCAM Appendix D14	Clean Air and Water	Oct. 31, 2022		
GCAM Appendix D15	Investigative Requirements	Oct. 31, 2022		
GCAM Appendix D16	Travel and Transportation	Oct. 31, 2022		
GCAM Appendix D17	Safety and Mishap Reporting	Oct. 31, 2022		
GCAM Appendix D18	Made in America Encouragement	Oct. 31, 2022		
GCAM Appendix D19	Investigation and Research Misconduct	Oct. 31, 2022		
GCAM Appendix D20	Allocation of Risk/Liability	Oct. 31, 2022		
GCAM Appendix D21	Export Licenses	Oct. 31, 2022		
GCAM Appendix D22	Restrictions on sale or transfer of technology to foreign firms or institutions.	Oct. 31, 2022		

Unless otherwise specified, the terms and conditions in D1 to D22 and the requirements in 2 CFR 170, 175, 182 and 183 apply and are incorporated by reference. To view full text of these requirements and terms and conditions go to

https://nasa.sharepoint.com/sites/GrantsPolicyandCompliance/SitePages/Regulations-and-Guidance.aspx to view the NASA Grant and Cooperative Agreement Manual (GCAM).

#### **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]

## Reporting Requirements Regarding Sexual Harassment, Other Forms of Harassment, or Sexual Assault (APR 2020)

- (a) The Principal Investigator (PI) and any Co-Investigator(s) (Co-I) identified on a NASA award are in a position of trust. These individuals must comport themselves in a responsible and accountable manner during the award period of performance, whether at the recipient's institution, on-line, or at locales such as field sites, facilities, or conferences/workshops. Above all, NASA wishes to assure the safety, integrity, and excellence of the programs and activities it funds.
- (b) For purposes of this term and condition, the following definitions apply:
  - (1) Administrative Leave/ Administrative Action: Any temporary/ interim suspension or permanent removal of the PI or Co-I, or any administrative action imposed on the PI or Co-I by the recipient under organizational policies or codes of conduct, statutes, regulations, or executive orders, relating to activities, including but not limited to the following: teaching, advising, mentoring, research, management/ administrative duties, or presence on campus.
  - (2) Finding/Determination: The final disposition of a matter involving sexual harassment or other form of harassment under organizational policies and processes, to include the exhaustion of permissible appeals exercised by the PI or Co-I, or a conviction of a sexual offense in a criminal court of law.

- (3) Other Forms of Harassment: Non-gender or non-sex-based harassment of individuals protected under federal civil rights laws, as set forth in organizational policies or codes of conduct, statutes, regulations, or executive orders.
- (4) Sexual harassment: May include but is not limited to gender or sex-based harassment, unwelcome sexual attention, sexual coercion, or creating a hostile environment, as set forth in organizational policies or codes of conduct, statutes, regulations, or executive orders.
- (c) The recipient is required to report to NASA:
  - (1) Any finding/determination regarding the PI or any Co-I1 that demonstrates a violation of the recipient's policies or codes of conduct, relating to sexual harassment, other forms of harassment, or sexual assault; and/or
  - (2) If the PI or any Co-I is placed on administrative leave or if any administrative action has been imposed on the PI or any Co-I by the recipient relating to any finding/determination or an investigation of an alleged violation of the recipient's policies or codes of conduct, statutes, regulations, or executive orders relating to sexual harassment, other forms of harassment, or sexual assault. Such reporting must be submitted by the Authorized Organizational Representative (AOR) to NASA's Office of Diversity and Equal Opportunity at <a href="https://missionstem.nasa.gov/term-condition-institutional-harassment-discr.html">https://missionstem.nasa.gov/term-condition-institutional-harassment-discr.html</a> within 10 business days from the date of the finding/determination, or the date of the placement of a PI or Co-I by the recipient on administrative leave or the imposition of an administrative action. Sexual harassment and harassment at the placement of a PI or Co-I by the recipient on administrative leave or the imposition of an administrative action.
- (d) Recipient agrees to insert the substance of this term and condition in any subaward/subcontract involving a co-investigator. Recipient will be responsible for ensuring that all reports, including those related to co-investigators, comply with this term and condition.
- (e) Each report must include the following information:
  - NASA Award Number;
  - Name of PI or Co-I being reported; 4

*Type of Report:* Select one of the following:

- Finding/Determination that the reported individual has been found to have violated the recipient's policies or codes of conduct, statutes, regulations, or executive orders relating to sexual harassment, other forms of harassment, or sexual assault; *or*
- Placement by the recipient of the reported individual on administrative leave or the imposition of any administrative action on the PI or any Co-I by the recipient relating to any finding/determination, or an investigation of an alleged violation of the recipient's policies or codes of conduct, statutes, regulations, or executive orders relating to sexual harassment, other forms of harassment, or sexual assault.

The recipient must also provide:

- A description of the finding/ determination and action(s) taken, if any; and/or
- The reason(s) for, and conditions of placement of the PI or any Co-I on administrative action or administrative leave.

  The recipient, at any time, may propose a substitute investigator if it determines the PI or

any Co-I may not be able to carry out the funded project or activity and/or abide by the award terms and conditions.

In reviewing the report, NASA will consider, at a minimum, the following factors:

- a. The safety and security of personnel supported by the NASA award;
- b. The overall impact to the NASA-funded activity;
- c. The continued advancement of taxpayer-funded investments in science and scientists; and
- **d.** Whether the recipient has taken appropriate action(s) to ensure the continuity of science and that continued progress under the funded project can be made.
- (f) Upon receipt and review of the information provided in the report, NASA will consult with the AOR, or designee. Based on the results of this review and consultation, the Agency may, if necessary and in accordance with 2 CFR 200.338, assert its programmatic stewardship responsibilities and oversight authority to initiate the substitution or removal of the PI or any Co-I, reduce the award funding amount, or where neither of those previous options is available or adequate, to suspend or terminate the award. Other personnel supported by a NASA award must likewise remain in full compliance with the recipient's policies or codes of conduct, statutes, regulations or executive orders relating to sexual harassment, other forms of harassment, or sexual assault. With regard to any personnel not in compliance, the recipient must make appropriate arrangements to ensure the safety and security of other award personnel and the continued progress of the funded project. Notification of these actions is not required under this term and condition.

Other personnel supported by a NASA award must likewise remain in full compliance with awardee policies or codes of conduct, statutes, regulations, or executive orders relating to sexual harassment, other forms of harassment, or sexual assault. With regard to any personnel not in compliance, the awardee must make appropriate arrangements to ensure the safety and security of other award personnel and the continued progress of the funded project. Notification of these actions is not required under this term and condition.

[End of Provision]

<sup>&</sup>lt;sup>1</sup> If a co-I is affiliated with a subrecipient organization, the AOR of the subrecipient must provide the requisite information directly to NASA and to the recipient. The subrecipient must act in accordance with Title 2 of the Code of Federal Regulations, Section 200.331, Requirements for Pass-Through Entities.

<sup>&</sup>lt;sup>2</sup> Recipient findings/determinations and placement of a PI or Co-I on administrative leave or the imposition of an administrative action must be conducted in accordance with organizational policies and processes. They also must be conducted in accordance with federal laws, regulations, and executive orders.

<sup>&</sup>lt;sup>3</sup> Such report must be provided regardless of whether the behavior leading to the finding/determination, or placement on administrative leave, or the imposition of an administrative action occurred while the PI or Co-I was carrying out award activities.

<sup>&</sup>lt;sup>4</sup> Only the identification of the PI or Co-I is required. Personally identifiable information regarding any complainants or other individuals involved in the matter must not be included in the report. In the rare circumstance that information regarding a PI or Co-I is subject to the Family Educational and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations, 35 C.F.R. Part 99, the recipient shall comply with those requirements.

#### GCAM Appendix D23 Cooperative Agreement (OCT 2022)

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

NASA EPSCoR shall be responsible for the following contributions to the joint activity—

- 1. The EPSCoR Project Manager will serve as Technical Officer for the project with overall responsibility for the technical direction for the NASA's portion of the effort.
- 2. Generate a project work-plan/flow chart that outlines the specific responsibilities of the awardee and the other project partners and monitor the project via an Integrated Master Schedule (IMS).
- 3. Act as the primary liaison between the EPSCoR science community and the NASA Mission Directorates (MD) that will be the users and beneficiaries of the capabilities developed by the awardee under this agreement.
- 4. Provide the interface between the project and NASA Mission Directorates and with the extended NASA technology community.
- 5. With the recipient and the other project partners, NASA will coauthor papers, technical reports and presentations on the results of the research.
- 6. The NASA EPSCoR Project Office will provide a NASA Technical Monitor from the appropriate NASA Mission Directorate or Center to evaluate the annual progress of the awardee research team.
- 7. The NASA EPSCoR Project Office will meet annually with the eligible jurisdiction director and research teams to provide programmatic feedback.
- 8. The NASA EPSCoR Project Office will approve Technical Monitor reports, review annual and final reports and provide results to the appropriate Mission Directorate.

The Recipient shall be responsible for the performance of the following agreed objectives,

- 1. The submitting and awardee institution will be that of the jurisdiction's NASA EPSCoR Director.
- 2. The Director is responsible for oversight and overall administrative management of the project to assure compliance with NASA EPSCoR.
- 3. The Director is responsible for ensuring the timely reporting of the team's progress and accomplishment of its work.
- 4. The investigator responsible for the scientific direction and day-to-day management of the proposed work shall be listed as the Science-I (Sc-I).
- 5. The jurisdiction's NASA EPSCoR Director shall provide guidance and updates to the Sc-Is regarding NASA policy and direction from both an Agency technical perspective and from a NASA EPSCoR programmatic standpoint.
- 6. The Director shall maintain an awareness of NASA research and technology development priorities and jurisdiction research priorities.
- 7. As the primary point of contact for NASA regarding EPSCoR in the jurisdiction, the Director will identify and develop opportunities for collaboration within the jurisdiction with existing EPSCoR and EPSCoR-like programs from other federal agencies.
- 8. Also, the NASA EPSCoR Director will consult with appropriate jurisdiction organizations, such as the economic development commission, in addressing jurisdiction research priorities.
- 9. The NASA EPSCoR Director will provide a Data Management Plan (DMP) or an explanation as to why one is not necessary given the nature of the work proposed.
- 10. Researchers will submit NASA-funded articles in peer-reviewed journals or conference papers

- through NASA's PubSpace portal.
- 11. The EPSCoR state director will submit reports in the Research Performance Progress Report (RPPR) format.
- 12. Researchers will report all new technology/inventions via the New Technology Reporting System (eNTR) web
- 13. EPSCoR P researchers will post their research on NASA TechPort through the NIH PubMed Central (PMC) repository portal called PubSpace.
- 14. Collaborate with NASA and the other project personnel on writing and presenting papers at appropriate conferences and workshops.
- (b) The terms "award" and "Recipient" mean "cooperative agreement" and "Recipient of cooperative agreement," respectively, wherever the language appears in terms and conditions included in this agreement.
- (c) NASA's ability to participate and perform its collaborative effort under this cooperative agreement is subject to the availability of appropriated funds and nothing in this cooperative agreement commits the United States Congress to appropriate funds therefore.

[End of Term and Condition]

#### GCAM Appendix D24. Performance Goals and Performance Measurement (OCT 2022)

Per 2 CFR § 200.208, Specific Conditions, NASA must ensure that award terms and conditions are consistent with the program design reflected in 2 CFR § 200.202, Program planning and design, and the Grant and Cooperative Agreement Manual (GCAM) section 5.0, Program Planning and Design. NASA must also ensure that terms and conditions include clear performance expectations of recipients per 2 CFR § 200.301, Performance measurement, and GCAM section 7.0, Performance Measurement.

[End of Term and Condition]

### GCAM Appendix D25. Period of Performance, Budget Period, and Multiple Year Awards (OCT 2022)

#### **Period of Performance**

This award's total period of performance is 09/01/2022 TO 08/31/2024. This period of performance does not commit NASA to fund the award beyond the currently approved budget period stated below.

#### **Budget Period**

This award's budget period is 09/01/2022 TO 08/31/2024. This budget period denotes the time interval of the funded portion of this award during which the recipient is authorized to expend the funds awarded, including any funds carried forward pursuant to 2 CFR 200.308, Revision of budget and program plans.

[End of Term and Condition]

## GCAM Appendix D29 Designation of New Technology Representative and Patent Representative (OCT 2022)

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

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

[End of Term and Condition]

#### GCAM Appendix D33. Indirect Costs

Unless otherwise directed in 2 CFR part 200, if during the course of this award, the approved indirect cost rate is revised, changed, or removed, that rate must be applied, as allowed, to the covered direct costs that are expended during the time frame of that rate agreement. Any corrections, either up or down, to the approved budget submitted with the awarded application must be reflected in the awardees' records of costs and should be audited as such.

[End of Term and Condition]

#### GCAM Appendix D34. Access to Research Results (OCT 2022)

- (a) This award is subject to the requirements of the, "<u>NASA Plan: Increasing Access to the Results of Scientific Research</u>," which covers public access to digital scientific data and peer-reviewed publications. For purposes of this term and condition, the following definitions apply:
  - (1) Awardee: Any recipient of a NASA grant or cooperative agreement, its investigators, and subrecipient (subaward or contract as defined in 2 CFR 200.1, Definitions) at any level.
  - (2) Final Peer-Reviewed Manuscript: The final text version of a peer-reviewed article disclosing the results of scientific research which is authored or 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 the awardee.
- (b) The recipient shall:
  - (1) Comply with their approved Data Management Plan submitted with its proposal, and as modified upon agreement by the recipient and NASA from time to time during the course of the period of performance.
  - (2) Ensure that any Final Peer-Reviewed Manuscript is submitted to the NASA-designated repository within one year of completion of the peer review process. NASA's instructions for completing the submission process are available on the NASA Scientific and Technical Information (STI) Program website at <a href="https://sti.nasa.gov/">https://sti.nasa.gov/</a>
  - (3) Ensure that any publisher's agreements entered into by an Awardee will allow for the Awardee to comply with these requirements including submission of Final Peer-Reviewed Manuscripts to the NASA-designated repository, as listed in paragraph (b)(2) of this term and condition, with sufficient rights to permit such repository to use such Final Peer-Reviewed Manuscript in its normal course, including rights to permit users to download XML and plain text formats.

- (4) Hereby represent and warrant that Awardee has secured for recipient the right to submit the Final Peer-Reviewed Manuscript to the NASA-designated repository for use as set forth herein
- (5) Include in annual and final reports a list of Final Peer-Reviewed Manuscripts covered by this term and condition.

[End of Term and Condition]

## GCAM Appendix D35. Restrictions on the Use of the NASA Seal, Insignia, Logotype, Program Identifiers, or Flags (OCT 2022)

- (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]

## GCAM Appendix D36. Prohibition on certain telecommunications and video surveillance services or equipment. (OCT 2022)

- (a) Grant and cooperative agreement recipients and subrecipients are prohibited from obligating or expending grant funds to:
  - (1) Procure or obtain,
  - (2) Extend or renew a contract to procure or obtain; or
  - (3) Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
    - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

#### [End of Term and Condition]

## GCAM Appendix D38. Requirement to Obtain a Quotation from Small and/or Minority Businesses, Women's Business Enterprises, or Labor Surplus Area Firms (OCT 2022)

Pursuant to the requirements in 2 CFR § 200.321, Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms, grant and cooperative agreement recipients shall, to the extent practicable, obtain at least one quotation in response to a recipient-issued Request for Quotation (RFQ) from a small and/or minority business, women's business enterprise, or labor surplus area firm when the acquisition of goods or services exceeds the simplified acquisition threshold (SAT) as defined in the Federal Acquisition Regulation (FAR) part 2.101, Definitions (currently the SAT is \$250,000). In the event that recipients are unable to obtain at least one quote from a small and/or minority business, women's business enterprise, or labor surplus area firm, a written justification indicating why this was not possible must be maintained in the recipient's records.

#### [End of Term and Condition]

- A. NF 1687, Block 3, Period of Performance, is changed to "09/01/2022 TO 08/31/2024".
- B. NF1687, Block 6 Unique Entity Identifier, has been updated to read "FDR5YF2K32X5".
- C. NF 1687, Block 12, Administrator, is changed to "RACHEAL DOWN".
- D. NF 1687, Block 13, is updated to reflect the addition of the following applicable authorities:
  - 2CFR200
  - NASA and Grant Cooperative Agreement Manual.
- E. The Required Publications and Reports table is updated.
- F. The Points of Contact sheet is updated.
- G. All other terms and conditions remain unchanged.

#### REQUIRED PUBLICATIONS AND REPORTS

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

The recipient shall submit the publications and reports indicated below:

#### **ACRONYMS**

AGO = ADMINISTRATIVE GRANT OFFICER

IPO = INDUSTRIAL PROPERTY OFFICER

NTR = NEW TECHNOLOGY REPRESENTATIVE

CC = CLOSEOUT CONTRACTOR

PO = PATENT COUNSEL OFFICE

FMO = FINANCIAL MANAGEMENT OFFICE

TO = TECHNICAL OFFICER

GO = NASA GRANT OFFICER

UAO = UNIVERSITY AFFAIRS OFFICER

HHS/PMS = HEALTH AND HUMAN SERVICES PAYMENT MANAGEMENT SYSTEM

STIPO = SCIENTIFIC & TECHNICAL INFORMATION PROGRAM OFFICE

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

		the subject invention being elected has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, at least 60 days prior to the end of the statutory period. (Ref. GCAM Appendix D10 and D28)	
X	Interim New Technology Summary Report (NTSR) (Required for all Grants and Cooperative Agreements except for those issued solely to support education programs)	Every 12 months from the date of the grant/cooperative agreement. (Note: Negative reports are required.) (Ref. GCAM Appendix D10, D28 and D29  eNTR (http://invention.nasa.gov)	GO, NTR
X	Notification of Decision to Forego Patent Protection (Required for all Grants and Cooperative Agreements)	As applicable, not less than 30 days before the expiration of the response period required by the relevant patent office. ( <i>Ref. GCAM Appendix D10 and D28</i> )	PO, TO, GO
X	Utilization of Subject Invention/Reportable Items (Required for all Grants and Cooperative Agreements except for those issued solely to support education programs)	Every 12 months from the date a subject invention is elected. Note: Negative reports are required. ( <i>Ref. GCAM Appendix D10 and D28</i> )	PO, TO, GO
	Annual NASA Form 1018 Property in the Custody of Contractors (Required for all Grants and Cooperative Agreements with commercial organizations)	Due not later than October 15 of each year.  Note: Negative reports are required. (Ref. GCAM Appendix D30)	FMO, IPO
X	Federal Award Accountability and Transparency Act (FFATA) Subaward Reporting (Required for all grants and cooperative agreement recipients that issue first-tier subawards above \$30,000) EXEMPTION: If, in the previous tax year, the recipient or subrecipient had gross income, from all sources, under \$300,000, they are exempt from the requirements to report subawards.	No later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2020, the obligation must be reported by no later than December 31, 2020.) (Ref. GCAM – Appendix D4) http://www.fsrs.gov	GO
X	Federal Award Accountability and Transparency Act (FFATA) Executive Compensation Reporting	Recipients – Report by the end of the month following the month in which this award is made and annually thereafter. See example in the row above.	GO (Recipients Only)

cooperative agreement recipients and subrecipients that meet the following criteria: i. The total Federal funding authorized to date under a Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320; ii. in the preceding fiscal year, you received—(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and, iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings athttp://www.sec.gov/answers/e

EXEMPTION: If, in the previous tax year, the recipient had gross income from all sources under \$300,000, they at http://www.sec.gov/answers/e

xecomp.htm.)

xecomp.htm.)

EXEMPTION: If, in the previous tax year, the recipient had gross income from all sources under \$300,000, they

#### Subrecipients -

Report to the recipient by the end of the month following the month during which you make the subaward. See example in the row above.

(Ref. GCAM – Appendix D4) http://www.fsrs.gov

	are exempt from the requirements to report the total compensation of the five most highly compensated executives of any subrecipient.are exempt from the requirements to report the total compensation of the five most highly compensated executives of any subrecipient.		
X	Data and Research Reporting (Required for all grant and cooperative agreement recipients subject to the "Access to Research Results" terms and conditions)	Recipients shall comply with the data reporting requirements described in their approved Data Management Plan. Final peer-reviewed manuscripts (accepted for publication) shall be submitted to the NASA-designated repository per instructions found at https://sti.nasa.gov/research-access within one year of peer-review or publication by a journal, whichever is earlier. (Ref. GCAM, Appendix D34, Access to Research Results)	TO, STIPO
	FINAL REPORTS	REPORT DUE	RECIPIENT
X	Final New Technology Summary Report (NTSR) (Required for all Grants and Cooperative Agreements except for those issued solely to support education programs)	Within 120 days after the expiration date of the grant/cooperative agreement. (Note: Negative reports are required.) (Ref. GCAM Appendix D10, Appendix D28 and Appendix D29) eNTR (http://invention.nasa.gov)	PO, GO, NTR
X	Properly Certified Final Federal Financial Report, SF 425 (Required for all Grants and Cooperative Agreements)	Within 120 days after the expiration date of the grant/cooperative agreement. (Ref. GCAM Appendix D8)	FMO, GO
X	Final Performance Report (e.g. Summary of Research / Education Activity Report) (Required for all Grants and Cooperative Agreements)	Within 120 days after the expiration date of the grant/cooperative agreement. (Ref. GCAM Appendix D3) For research related training program grants, the summary of research report is completed by the Student.	TO, GO, NTR, STIPO
		completed by the Student.	
X	Final Inventory Report of Federally-Owned Property (Required for all Grants and Cooperative Agreements, except those issued solely for education programs and grants and cooperative agreements with commercial organizations)	Within 120 days after the expiration date of the grant/cooperative agreement. (Ref. GCAM Appendix D9)	CC, IPO, GO

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Grants and Cooperative	GCAM Appendix D30)	
Agreements with for-profit		
organizations)		

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

For additional information, go to <a href="https://www.nsf.gov/bfa/dias/policy/fedrtc/appendix a.pdf">https://www.nsf.gov/bfa/dias/policy/fedrtc/appendix a.pdf</a> (The National Science Foundation hosts the Federal RTC website).

	Reference	RTC Overlay	NASA
Prior Written Approval (prior approval).	200.407	J	
Use of grant agreements (including fixed amount awards), cooperative agreements, and contracts	200.407(a)		
Changes in principal investigator (PI), project leader, project partner, or scope of effort.	200.201(b)(5)	Required	Required
Cost sharing or matching	200.407(b)		
Use of unrecovered indirect costs, including indirect costs on cost sharing or	200.306(c)	Waived	Waived
matching.  Use of current fair market value to determine the value of non-Federal entity donations of services and property for the purposes of cost sharing or matching.	200.306(d)(2)	Waived	Waived
Costs of the fair market value of equipment or other capital assets and fair rental charges for land when the Federal award supports activities that require use of equipment, buildings or land.	200.306(h)(2)	Required	Required
Program Income	200.407(c)		
Use of program income during the period of performance (additive method).	200.307(e)(2)	Waived	Waived 20
Revision of budget and program plans	200.407(d)		
Change in the scope or the objective of the project or program.	200.308(c)(1)	Required	Required
Change in a key person specified in the application or Federal award.	200.308(c)(2)	Required	Required
Disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project by the approved Project Director (PD) or PI.	200.308(c)	Required	Required <sup>21</sup>
Inclusion, unless waived, of costs that require prior approval in accordance with Subpart E Cost Principles.	200.308(c)(4)	Required	Required
Transfer of funds budgeted for participant support costs to other categories of expense.	200.308(c)(5)	Required	Required
Subawarding, transferring or contracting out of any work under a Federal award, including fixed amount subawards as decribed in 200.333. This provision does not apply to the acquisition of supplies, material, equipment or general support services.	200.308(c)(6)	Required	Required
Changes in the approved cost-sharing or matching provided by the non-Federal entity.	200.308(c)(7)	Required	Required
Need for additional Federal funding to complete the project.	200.308(c)(8)	Required	Required
Incur project costs 90 calendar days before the Federal awarding agency makes the award.	200.308(d)(1)	Waived	Waived
Incur project costs more than 90 calendar days pre-award.	200.308(e)(1)	Required	Required
Initiate a one-time extension of the period of performance by up to 12 months.	200.308(e)(2)	Waived	Waived
Subsequent no-cost extension or extension of more than 12 months.	200.308(e)(2)	Required	Required
Carry-forward of unexpended balances to subsequent funding periods.	200.308(e)(3)	Waived	Waived
Transfer amounts budgeted for indirect costs to absorb increases in direct costs, or vice versa.	200.308(e)(4)	Waived	Waived
Restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal awards in which the Federal share of the project exceeds the simplified acquisition threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by the Federal awarding agency.	200.308(f)	Waived	Waived <sup>22,23</sup>
Making any fund or budget transfers between construction and non-construction work	200.308(h)(5)	Required	Required
Real Property	200.407(e)		
Encumber real property acquired with Federal funds.	200.311(b)	Required	Required
Transfer of title to the Federal awarding agency or to a third party.	200.311(c)(3)	Required	Required
Special arrangements and alterations costs incurred specifically for a Federal award.	200.462(a)	Required	Required
Equipment	200.407(f)		
Encumber equipment acquired with Federal funds.	200.313(c)(1)	Required	Required
Fixed amount subawards	200.407(g)		

Subawards based on fixed amounts at any dollar amount, provided the subawards meet the requirements for fixed amount awards in 200.201.	200.33	Required	Required
Direct Costs	200.407(h)		
Direct charge the salaries of administrative and clerical staff if all conditions in 200.413 are met, excluding 200.413(c)(3).	200.413(c)	Waived	Waived
Compensation personal services, paragraph (h)	200.407(i)		
Directly charge payments of incidental activities for which supplemental compensation is allowable under written institutional policy (at a rate not to exceed institutional base salary).	200.430(h)(1)(ii)	Waived	Waived
Faculty salary in excess of Institutional Base Salary (IBS).	200.430(h)(2)	Required	Required
Intra-IHE faculty consulting on a Federal award that exceed a faculty member's	200.430(h)(3)	Waived	Waived
base salary.  Compensation fringe benefits	200.407(j)		
Severance payments to foreign nationals employed by the non-Federal entity outside the US that exceed the amounts customary in the US.	200.431(i)(4)	Required	Required
Severance payments to foreign nationals employed by the non-Federal entity outside the US due to termination of the foreign national as a result of the closing of, or curtailment of activities by, the non-Federal entity in that country.	200.431(i)(5)	Required	Required
Entertainment costs	200.407(k)		
Inclusion of costs of entertainment, including amusement, diversion, and social activities and any associated costs that have a programmatic purpose.	200.438	Required	Required
Equipment and other capital expenditures	200.407(1)		
Direct charge capital expenditures for general purpose equipment.	200.439(b)(1)	Waived	Waived <sup>22,2</sup>
Direct charge capital expenditures for buildings and land use.	200.439(b)(1)	Required	Required
Direct charge capital expenditures for special purpose equipment over \$5,000.	200.439(b)(2)	Waived	Waived 22,2
Capital expenditures for improvements to land or buildings which materially increase their value or useful life.	200.439(b)(3)	Required	Required
Exchange rates	200.407(m)		
Exchange rate fluctuations that result in the need for additional Federal funding, or a reduction in the scope of the project.	200.440(a)	Required	Required
Fines, penalties, damages and other settlements	200.407(n)		
Costs resulting from non-Federal entity violations of, alleged violations of, or failure to comply with, Federal, State, tribal, local or foreign laws and regulations.	200.441	Required	Required
Fund raising and investment management costs	200.407(o)		
Fund raising costs for the purposes of meeting the Federal program objectives.	200.442(a)	Required	Required
Goods or services for personal use	200.407(p)	_	
Costs of housing (e.g. depreciation, maintenance, utilities, furnishings, rent), housing allowances and personal living expenses.	200.445(b)	Required	Required
Insurance and indemnification	200.407(q)		
Costs of insurance or of contributions to any reserve covering the risk of loss of, or damage to, Federal Government property.	200.447(b)(2)	Required	Required
Memberships, subscriptions, and professional activity costs, paragraph (c)	200.407(r)		
Costs of membership in any civic or community organization.	200.454(c)	Required	Required
Organization costs	200.407(s)		
Costs such as incorporation fees, brokers' fees, fees to promoters, organizers or management consultants, attorneys, accountants, or investment counselor, whether or not employees of the non-Federal entity in connection with establishment or reorganization.	200.455	Required	Required
Participant support costs	200.407(t)		
Transfer of funds into the participant support cost category.	200.456	Waived	Waived
Transfer of funds budgeted for participant support costs to other categories of expense.	200.308(c)(5)	Required	Required
Pre-award costs	200.407(u)		
Inclusion of allowable pre-award costs.	200.458	Waived	Waived
Incur project costs 90 calendar days before the Federal awarding agency makes the Federal award.	200.308(e)(1)	Waived	Waived

	Incur project costs more than 90 calendar days pre-award.	200.308(e)(1)	Required	Required
Rear	rangement and reconversion costs	200.407(v)		
	Direct charge special arrangements and alterations costs incurred specifically for a Federal award.	200.462(a)	Required	Required
Selli	ng and marketing costs	200.407(w)		
	Costs of selling and marketing any products or services of the non-Federal entity (unless allowed under §200.421).	200.467	Required	Required 25
Taxe	s (including Value Added Tax)	200.407(x)		
	Use of foreign tax reimbursement for approved activities under the Federal award.	200.470(c)	Required	Required
Trav	el costs	200.407(y)		
	Inclusion of travel costs for officials covered by 200.444 General costs of government.	200.474(a)	Required	Required
	Travel costs for dependents for travel of duration of six months or more.	200.474(c)(2)	Required	Required
*	Any of the authorities may be over-ridden by a special term or condition of award.			
1	Except where specified otherwise in this matrix, the terms and conditions of award, or the applicable program solicitation or award notice.			
2	This action requires the prior written approval of the cognizant NSF Program Officer.			
3	Rearrangement and reconversion costs under \$25,000 may be approved by grantees.			
4	Unless funds are being moved into the "Other" category of participant support.			
5	Waived, funds added to the amount available for the project.			
6	Required for the PI and any other individuals specifically named in the Notice of Award.			
7	Waived, but costs not specifically covered in Subpart F are subject to the NIH Grants Policy Statement (NIHGPS).			
8	Waived, unless change in scope. For the purposes of Kirschstein-National Research Service Award (NRSA) programs, this term does not apply. NIH will continue to use the terms trainees, trainee-related expenses, and trainee travel in accordance with NRSA Regulations. Participant support costs are only allowable when identified in specific Funding Opportunity Announcements (FOAs).			
9	Waived unless change in scope and except when subrecipient is foreign.			
10	Waived except when Notice of Award indicates prior approval is required.			
11	Waived unless change in scope.			
12	Waived for alterations and renovations costing up to \$500,000, unless change in scope or rebudgeting into A&R exceeds 25% of budget period total. See Rearrangement and Reconversion Costs within NIH Grants Policy Statement Chapter 7.9.1.			
13	Required, participant support costs are only allowable when identified in specific			
14	Funding Opportunity Announcements (FOAs).  This also is required for any co-PI/co-PD on the project.			
15	Only if the total amount of indirect costs charged to the project does not exceed the maximum allowed indirect costs or the institution's negotiated indirect cost			
16	rate, whichever is less.  Waived except when: 1) subaward(s) would be more than 50% of the total dollars of the award or 2) subaward is to a federal agency. In these situations, prior			
17	approval is required.  Except when the change is a reduction in the amount of approved cost-			
18	sharing/match in which case prior approval is required.  If the cost of the equipment is appropriately prorated among the activities to be benefitted.			
19	Department of Commerce (DOC) permits non-Federal entities to own equipment upon acquisition without conditions or without obligation to the sponsor at termination of project, unless otherwise specified in a specific award condition.			
	DOC permits trade in equipment to buy replacement equipment.			
20	With prior approval, may use to meet cost share requirement.			
21	Applies to PIs and co-PIs.			

22	Waived unless results in a change of scope.		
23	Waived unless total cost share amount is reduced from what was approved in budget.		
24	Waived if the cost of equipment is appropriately prorated among the activities to be benefitted.		
25	Pertains only to items produced under this award in which the Federal share was used for all or part of the development.		

#### **KSC** POINTS OF CONTACT

Grants Officer Attn: Grants Officer

> NASA Shared Services Center Procurement Office, Bldg 1111 Stennis Space Center, MS 39529 NSSC-Grant-Report@mail.nasa.gov

NSSC-SF425FinancialReports@mail.nasa.gov

**Technical Officer** Attn: Technical Officer

> NASA Kennedy Space Center Kennedy Space Center, FL 32899

See NF1687, Section 12

**Industrial Property Officer** Attn: Industrial Property Officer

NASA Kennedy Space Center

Code TA-E1

Kennedy Space Center, FL 32899

Ksc-industrial-property-office@mail.nasa.gov

Patent Counsel Office Attn: Patent Counsel Office

NASA Kennedy Space Center

Mail Code CC

Kennedy Space Center, FL 32899

Shelley.Ford-1@nasa.gov

Health and Human Services

Payment Management System (For SF 425s)

Financial Management Office (For commercial grants - invoices)

Financial Management Office (For inquiries)

Financial Management Office (For Annual and Final Inventory Reports of Federally-Owned

Property)

Attn: Division of Payment Management

P. O. Box 6021

Rockville, MD 20852 https://pms.psc.gov/

Attn: FMD-Accounts Payable NASA Shared Services Center Building 1111, Jerry Hlass Road Stennis Space Center, MS 39529

NSSC-AccountsPayable@nasa.gov

Phone Number: 877-677-2123 (877-NSSC123)

Fax Number: 866-779-6772

Attn: FMD-Grants

NASA Shared Services Center Building 1111, Jerry Hlass Road Stennis Space Center, MS 39529 NSSC-ContactCenter@nasa.gov

Phone Number: 877-677-2123 (877-NSSC123)

Fax Number: 866-779-6772

Attn: Financial Management Office NASA Kennedy Space Center

M6-0399:2232L

Kennedy Space Center, FL 32899 Kimberly.A.Smurthwaite@nasa.gov NASA Center for AeroSpace Information (CASI)

Attn: Document Processing Section

7121 Standard Drive Hanover, MD 21076 eft ftp@sti.nasa.gov

New Technology Office Attn: Technology Transfer Office

NASA Kennedy Space Center

Mail Code UB-T

Kennedy Space Center, FL 32899 Megan.E.Victor@nasa.gov

nasa-contract-compliance-T2@mail.nasa.gov

Recipients should submit the new technology interim and final report electronically via e-NTR

at http://invention.nasa.gov.

Scientific & Technical Information Office (STIO)

Attn: Truemilla Johnson

NASA Kennedy Space Center Kennedy Space Center, FL 32899 <u>Truemilla.A.Johnson@nasa.gov</u>

eft ftp@sti.nasa.gov

Closeout (for final reports)

Recipients should submit final reports

electronically to:

NSSC-closeout@mail.nasa.gov

NASA Office of Inspector General NASA Office of Inspector General

1-800-424-9183

Or Write:

P.O. Box 23089 L'Enfant Plaza Station Washington, D.C. 20026

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https://oig.nasa.gov/hotline.html

Office of Diversity and Equal Opportunity Director, Complaints Management Division

NASA Headquarters

Office of Diversity and Equal Opportunity

300 E St. SW Rm. 6P83

Washington, DC 20546

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sex, disability, or age; go to:

http://missionstem.nasa.gov/filing-a-complaint.html