**EXHIBIT A - SSI’S General Provisions for NASA Contracts**

This award is made under the authority of 5 1 U.S.C. 20 113 (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 2 CFR Part 200 and Part 1800.

AWARD TERMS AND CONDITIONS

Location Title Date

Appendix A to Reporting Subawards and Executive Compensation Dec.26, 2014

2 CFR Part 170

2CFR I75. 15 Trafficking in persons. Dec. 26, 2014

2 CFR 182 Government-wide requirements for Drug-Free Workplace Dec. 26, 2014

1800.900 Terms and Conditions Dec. 26, 2014

1800.901 Compliance with OMB Guidance on Uniform Dec.26, 2014

Administrative Requirements, Cost Principles, and Audit

Requirements for Federal awards.

1800.902 Technical publications and reports. Dec.26, 2014

1800.903 Extensions. Dec.26, 2014

1800.904 Termination and enforcement. Dec. 26, 2014

1800.905 Change in principal investigator or scope. Dec. 26, 2014

1800.906 Financial management. Dec. 26, 2014

1800.907 Equipment and other property. Dec. 26, 2014

1800.908 Patent rights. Dec.26, 2014

1800.909 Rights in data. Dec.26, 2014

1800.9 10 National security. Dec. 26, 2014

1800.9 11 Nondiscrimination. Dec. 26, 2014

1800.912 Clean air and water. Dec.26, 2014

1800.9 13 Investigative requirements. Dec. 26, 2014

1800.914 Travel and transportation. Dec. 26, 2014

1800.915 Safety. Dec.26, 2014

1800.9 16 Buy American encouragement. Dec.26, 2014

1800.9 17 Investigation of research misconduct. Dec.26, 2014

1800.9 18 Allocation of risk/liability. Dec. 26, 2014

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.

**ASSIGNMENT**

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

**Catalog Federal Domestic Assistance (CFDA)**

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

**DISPUTES; CHOICE OF LAW**

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

**FEDERAL, STATE, AND LOCAL TAXES**

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

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

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

**INSURANCE AND LIABILITY**

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

**INVALIDITY**

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

**LIMITED RELEASE OF RECIPIENT CONFIDENTIAL BUSINESS INFORMATION**

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

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

(1) To other Agency contractors and subcontractors, and their employees tasked with assisting the

Agency in handling and processing information and documents in the evaluation, the award or the

administration of Agency contracts, such as providing both pre-award and post award audit support

and specialized technical support to NASA's technical evaluation panels;

(2) To NASA contractors and subcontractors, and their employees engaged in information systems

analysis, development, operation and maintenance, including performing data processing and

management functions for the Agency.

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

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

(e) The Recipient agrees to include this provision, including this paragraph (e), in all subcontracts/subawards at al11eve1s awarded pursuant to this grant/cooperative agreement that require the furnishing of confidential business information by the subcontractor/subrecipient.

**NO JOINT VENTURE**

1. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to act toward third persons or the public in any manner that would indicate any such relationship.
2. In the performance of this Contract, Contractor shall be deemed to be and shall be an independent contractor and shall not be entitled to any benefits applicable to employees of SSI.

**NONDISCRIMINATION**

1. Contractor acknowledges that Federal financial assistance will be provided in connection with this Contract. By accepting this Contract, Contractor certifies that it is in compliance with the following Federal statutes prohibiting discrimination. Contractor also assures SSI that its performance and actions under the Contract will continue to be in accordance with these statutes and any applicable implementing regulations:
   1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000(d)(1), which prohibits discrimination on the basis of race, color, or national origin;
   2. Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et. seq.*), which prohibits discrimination on the basis of sex;
   3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), which prohibits discrimination against otherwise qualified persons on the basis of disability;
   4. The Age Discrimination Act of 1975 (42 U.S.C. § 6101), which prohibits discrimination on the basis of age; and
   5. The Americans with Disabilities Act of 1990 (42 U.S.C. § 12101), which addresses discrimination against individuals with disabilities.
2. Unless otherwise exempt by applicable federal statute or regulation, Contractor shall include a provision identical to this clause in every contract or purchase order entered into with third parties in connection with this Contract, so that these terms and conditions shall be binding upon such contractor or vendor.

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

1. If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Contractor shall immediately give notice to SSI. The initial notice shall include the following:
2. Identification of parts/materials, etc., which are or may be affected;
3. Brief description of work-around plans to avoid delivery or performance delays. If the actual or potential dispute involves a lower-tier subcontractor, advise as to potential alternate sources;
4. Other Government agencies having responsibility for any functions concerning the affected operation, e.g., quality control, agency resident representative, etc., and the title, name and telephone of the agency representative.
5. Other Government agencies which have been notified of the situation, and if available, the title, name and telephone number of any representative of another agency who is involved with the actual or threatened labor dispute;
6. Specific information regarding transportation of parts/materials or personnel which is or may be affected;
7. Manufacturer/Subcontractor and union data to include:

(A) Name, address and telephone numbers of the manufacturer/subcontractor representative and Industrial Relations Representative to be contacted for further information;

(B) Union’s name and local lodge number, if known. If any of the required information is not available when providing the initial notice, indicate when it is estimated that such information can be provided.

1. Contractor agrees to insert the substance of this Article, including this paragraph (b), in any subcontract to which a labor dispute may delay the timely performance of this Contract; except that each such subcontract shall provide that, in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the next higher-tier subcontractor or SSI, as the case may be, concerning the dispute.

**Personal Identity Verification of Recipient Personnel (Dec 2014)**

(a) The Recipient shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (PIPS PUB) Number 201.

(b) The Recipient shall account for all forms of Government-provided identification issued to the Recipient employees in connection with performance under this contract. The Recipient shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(I) When no longer needed for grant performance.

(2) Upon completion of the Recipient's employee's employment.

(3) Upon grant completion or termination.

(c) The Grant Officer may delay final payment under a grant if the Recipient fails to comply with these requirements.

(d) The Recipient shall insert the substance of this clause, including this paragraph (d), in all subcontracts

or subagreements when their employees are required to have routine physical access to a Federally controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the Recipient to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Grant Officer.

**PUBLICATIONS AND ACKNOWLEDGEMENT OF SUPPORT**

* 1. Contractor shall be free to publish results of the Work, provided that two (2) review copies of materials intended for publication are submitted to SSI prior to publication. Contractor agrees to give SSI’s review comments serious consideration prior to publishing, and to acknowledge NASA and SSI support in any publication (including World Wide Web pages) in the following terms: “The material is based upon work supported by the National Aeronautics and Space Administration under Grant No. NNX##AR##G. The work was also assisted and supported by the Space Science Institute, which was the recipient of the grant.” All materials, except scientific articles or papers published in scientific journals, must also contain the following disclaimer: “Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of NASA or the Space Science Institute.”
  2. Contractor acknowledges that the use of the NASA logo is governed by Federal regulation. Therefore, Contractor agrees that it will obtain SSI’s approval of any element of the Work that contains the NASA logo before Contractor produces that element of the Work.

**Restrictions on the Usc of the NASA Seal, Insignia, Logotype, Program Identifiers, or Flags (Dec 2014)**

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

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

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

**RIGHTS IN DATA**

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

**SUBAWARDS & SUBCONTRACTS**

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

**TRAVEL**

*Reimbursement by Contractor’s Organization*. If Contractor is an organization, Contractor’s employees traveling under this Contract shall be reimbursed by Contractor. Contractor shall notify SSI in writing of any changes to approved travel and shall submit a revised budget reflecting these changes.

**USE OF NAME**

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

**WARRANTY**

1. Notwithstanding SSI’s inspection and acceptance of any supplies furnished under this Contract, Contractor warrants that all of the supplies that it furnishes under this Contract:

(1) Are of a quality to pass without objection in the applicable trade under the Contract description;

1. Are fit for the ordinary purposes for which they are used;
2. Are within the variations permitted by the Contract, and are of an even kind, quality, and quantity within each unit and among all units; and
3. Are adequately contained, packaged, and marked as the Contract may require.
4. When the return, correction, or replacement of any supplies is required, Contractor shall be responsible for the supplies while in transit, and for the transportation charges and costs. Any supplies or parts that are corrected or furnished in replacement under this clause shall also be subject to the terms of this clause to the same extent as the supplies that were initially delivered. If the Exhibits to this Contract do not contain a specific time period for the warranty provided in this clause, then the warranty herein shall be deemed to be for the same period for which Contractor customarily warrants these supplies for its commercial customers.
5. Contractor shall provide SSI with a copy of the standard warranty which it normally offers on the commercial products that are deliverable under this Contract. Such warranty shall be deemed to be incorporated by reference and SSI shall be entitled to all rights under such warranty in addition to the provisions of this clause. However, such standard warranty shall not be construed as limiting SSI’s rights under this clause.