

NGA Addendum to the DoD R&D General Terms and Conditions and NGA Programmatic Requirements for Domestic Awardees September 2023

This award is subject to the Department of Defense (DoD) Research and Development (R&D) General Terms and Conditions. This document is an element of those general terms and conditions.

The first portion of this document is the National Geospatial Agency (NGA) Addendum to DoD R&D General Terms and Conditions, which provides additional content relevant to NGA awards for sections of specified articles from those general terms and conditions. The five asterisks [*****] indicate that there is content from the DoD R&D General Terms and Conditions within the identified parts and articles that remains unchanged and is not restated in this document. To understand the entire requirement for a given article, the DoD R&D General Terms and Conditions must be read in tandem with this NGA Addendum.

The second portion of this document is comprised of the programmatic requirements portion of the general terms and conditions that apply to NGA awards subject to the DoD R&D General Terms and Conditions. This document uses plain language as described in the preamble to the DoD R&D General Terms and Conditions.

NGA Addendum to the DoD R&D General Terms and Conditions

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Part 1: Financial and Program Management (articles from this part are designated with “FMS” in the article title)

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FMS Article II. Payments.

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Section C. Electronic funds transfer and other payment procedural instructions of information.

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2. Other payment procedural instructions or information.

- a. *Invoice and Payment Procedures.* You shall request payment on a monthly basis

using Standard Form 270, Request for Advance or Reimbursement. Requests for payment shall be submitted by email to the Award Administration Office (ONR_San_Diego@navy.mil), Grants Office (OCSGrants@nga.mil), and the Program (BIGSTBAAPMO@nga.mil). The subject line of the email shall contain the Grant Agreement number followed by "SF270". *For example: HM04762410001_SF270.*

- b. *Electronic Funds Transfer Information.* All payments will be made by electronic funds transfer (EFT) to the bank account registered within <https://www.sam.gov>. You shall maintain the currency of information about yourself in SAM, including information necessary to facilitate payment via EFT. NGA cannot be held responsible for any misdirection or loss of payment which occurs as the result of failure to maintain correct/current EFT information within the SAM registration.
- c. *Questions for the Payment Office.* Questions concerning specific payments should be directed to the Award Administration Office and Grants Office. The award number and voucher number will be required to inquire about the status of the payment.

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FMS Article IV. Revision of budget and program plans.

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Section B. Revisions requiring prior approval from the Grants Officer.

1. Non-construction activities.

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- e. An extension of the period of performance.

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Section D. Procedures.

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2. Additional procedural instructions.

- a. You must submit requests requiring prior approval to the Grants Officer and the Program Office with sufficient justification to support the request. Such requests are considered approved only when incorporated into the award through issuance of a modification.

- b. Requests for no-cost extensions shall be submitted no later than thirty (30) days prior to the end of the current performance period.
- c. All other requests for revisions shall be submitted thirty (30) days prior to the change.
- d. Revised budgets, when applicable, must be submitted on the “Research & Related Budget” form, which is part of the SF-424 Research and Related (R&R) family of forms.

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Part 4: Financial, Programmatic, and Property Reporting (articles from this part are designated with “REP” in the article title)

REP Article I. Performance management, monitoring, and reporting.

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Section B. Frequency, reporting periods, and due dates for interim performance reports.

1. **Interim/Ad Hoc RPPR.** You must submit an interim/Ad Hoc report as requested by the Program Office. The request will provide the due date for the report.
2. **Quarterly RPPR.** You must submit quarterly reports no later than 5 business days after the end of each quarter of work. The quarterly report for the last quarter of the 12-month reporting period is replaced by the annual report.
3. **Annual RPPR.** The period covered by the annual report is one-year cumulative report from the effective date of the award for the first year and every year thereafter. You must submit the annual report 90 days after the end of the reporting period.
4. **Final RPPR.** You must submit the final RPPR 90 days after the end of the expiration or termination of the award.

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Section F. Performance reporting procedures

1. **Interim/Ad Hoc, Quarterly and Annual RPPRs:** You must submit interim/Ad Hoc, quarterly and annual reports by email to the Program Office (BIGSTBAAPMO@nga.mil) and Grants Office (OCSGrants@nga.mil).
2. **Final RPPR:** You must submit the final report to the following:

<p>Addressees:</p> <ol style="list-style-type: none"> 1. Program Office (BIGSTBAAPMO@nga.mil); 2. Grants Office (OCSGrants@nga.mil); and 3. Award Administration Office* (See NGA Grant Agreement form for email addresses) <p><i>* You must only send the transmittal letter (SF298) for the final report to the Award Administration Office rather than the entire report.</i></p>
<ol style="list-style-type: none"> 4. Defense Technical Information Center 8725 John J Kingman Road Ste 0944 Fort Belvoir, VA 22060-6218 <p>To submit reports electronically, go to the Submit home page of the DTIC Enterprise Contract Management System (ECMS): http://www.dtic.mil/dtic/submit/submit.html E-mail (public release pdf documents only): dtic.belvoir.ecm.mbx.tr@mail.mil</p>

3. You must submit any requests to extend the due date for a performance report by email to the Program Office and Grants Office.
4. You must report any significant developments specified in Section E of this article by email to the Program Office and Grants Office.

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REP Article II. Financial reporting.

Section A. Required reporting form, format, or data elements for interim and final financial reports.

You must submit financial reports on the Standard Form 425 (SF 425), "Federal Financial Report," including block 11 "Indirect Expense."

Section B. Interim financial reports: frequency, reporting periods, and due dates.

You are not required to submit interim financial reports unless otherwise specified in any award-specific terms and conditions found in the NGA Grant Agreement form.

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Section E. Where and how to submit financial reports.

You must submit the final financial report by email to the Award Administration Office (see

NGA Grant Agreement form for email addresses), Grants Office (OCSGrants@nga.mil), and Program Office (BIGSTBAAPMO@nga.mil).

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Part 5: Other Administrative Requirements (articles from this part are designated with “OAR” in the article title)

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OAR Article IV. Claims, disputes, and appeals. (SEPTEMBER 2023)

Section A. Definitions.

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2. Grant Appeal Authority.

Grant Appeal Authority is the Chief of Enterprise and Mission Support within the Office of Contract Services (OCS). Submit to OCSGrants@nga.mil for processing by the grant appeal authority.

Part 6: Subawards (articles from this part are designated with “SUB” in the article title)

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SUB Article V. Property requirements for subawards.

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Section B. Title to property.

1. Subawards to institutions of higher education, nonprofit organizations, States, local governments, or Indian tribes.

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- b. **Exceptions.** For a subaward to conduct basic or applied scientific research with a nonprofit institution of higher education or nonprofit organization whose primary purpose is conducting scientific research, you must include terms and conditions in that subaward that allow the title to all equipment and supplies acquired under that subaward and charged as direct costs to the project or program to vest with the subrecipient upon acquisition subject only to the following three conditions related to equipment:
 - i. The subrecipient uses the equipment for the authorized purposes of the project

or program until the property is no longer needed for those purposes.

- ii. The subrecipient manages the equipment as provided in PROP Article II of these general terms and conditions. This includes maintaining property records that include the percentage representing the Federal share of total project costs under the award to you (the recipient) under which the subrecipient acquired the exempt property, so that the subrecipient may deduct the Federal share if it wishes to use the property in future contributions for cost sharing or matching purposes on Federal awards. When both your award with the DoD Component has cost sharing requirements and your subaward allows for the purchase of exempt property, you must include in that subaward the percentage representing the Federal share of total project costs to enable the subrecipient's compliance with this provision.
- iii. NGA reserves the right to transfer title to the equipment to another entity if the Principal Investigator of a subrecipient relocates his or her research program to that entity. If NGA elects to exercise its right to transfer the title of equipment, NGA will contact the recipient to discuss the transfer.

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Part 7: National Policy Requirements (articles from this part are designated with “NP” in the article title)

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NP Article III. National policy requirements concerning live organisms.

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Section B. Other requirements concerning live organisms.

1. In addition, you must comply with the terms of the current version of Department of Defense Instruction 3216.02, Change-1 (Protection of Human Subjects and Adherence to Ethical Standards in DoD Contracts and Supported Research) that are deemed applicable.

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NGA Programmatic Requirements Portion of the General Terms and Conditions

1. SPONSORSHIP BY AN AGENCY WITHIN THE INTELLIGENCE COMMUNITY

This grant is sponsored by the NGA, an Agency within the Intelligence Community. To ensure compliance with Executive Order 12333, dated 4 December 1981, the individual signing this instrument on behalf of the academic institution is authorized by the institution to contract with an Agency within the Intelligence Community.

2. FUNDING AND REFUNDS

- a. Our financial obligation is limited to the amount shown in Block 13B of the Grant Agreement Form (Total Funding History).
- b. We do not require additional documentation from you to initiate a modification for providing an increment of funding. However, you should note that low expenditure rates reported on payment requests might be cause for deferral of future funding increments.
- c. Any refunds of unobligated balances made in accordance with OAR Article VI, Section B must be remitted to the Award Administration Office by check made payable to the US Treasury.

3. ATTENDANCE AT ANNUAL RESEARCH SYMPOSIUM

All NGA research grant and cooperative agreement PIs are required to attend and present at the annual three/four-day Intelligence Community Academic Research Symposium (ICARS) held generally in the Washington, DC, area during the August/September timeframe.

4. ATTENDANCE TO ANNUAL RESEARCH REVIEW MEETING

Some NGA research grant and cooperative agreement PIs may be required to attend and present at a separate one-day research review meeting scheduled with their NGA Subject Matter Expert point of contact and the Program Office team in either the Washington, DC, or St. Louis, MO areas during each year of the award.

5. PUBLIC DISCLOSURE OF SCIENTIFIC AND TECHNICAL INFORMATION

- a. The Recipient may make formal public disclosure of the scientific and technical information from this grant work (e.g., release articles for appropriate professional publications or present papers at scientific meetings or symposia) and will take the following steps:

- (1) A copy of the article, paper, report, etc., shall be provided to the Government for review 45 days prior to submission for publication. The article should be sent by email to the Program Office (BIGSTBAAPMO@nga.mil) and Grants Office (OCSSGrants@nga.mil).
- (2) Unless otherwise notified by the Program Office after review of the paper, please comply with the following:
 - All images and graphics used in a paper / presentation need to be cited. In a PowerPoint presentation we would suggest adding a statement at the end stating all images are self-produced.
 - Include reference to the National Geospatial-Intelligence Agency in any Acknowledgements.
 - Do not use the NGA seal or logo on any documents or PowerPoint presentations.
 - Do not depict, show, or list NGA personnel or facilities.
 - Make sure that there are no placeholders in the submitted article. The Public Release Office will send it back to get the final image or numbers which delays the approval.
 - Papers over 25 pages will take the full 45 business days to complete.
 - Send a copy of the NGA approved (for public release), final published article or manuscript to the Program Office.
- (3) In accordance with the OUSD (AT&L) memorandum regarding fundamental research, dated May 24th, 2010, NGA will not restrict disclosure of the results of fundamental research unless such research efforts are classified for reasons of national security, or as otherwise required by applicable federal statutes, regulations, or executive orders. Accordingly, NGA's pre-publication review is intended, inter alia, to confirm: a) acknowledgement of NGA sponsorship; b) that the NGA logo has not been used; c) that NGA personnel or facilities are not shown or listed; d) that no sensitive or confidential information of NGA is included; and e) compliance with applicable federal laws, regulations, and policy.
- b. The Recipient may utilize the scientific and technical information resulting from this grant work in consulting or discussing this and related information with other qualified individuals or groups of individuals, where appropriate, for furthering this research and/or development effort.

6. UNAUTHORIZED USE OF NGA NAME, SEAL AND INITIALS

- a. As provided in 10 U.S.C. Section 425, no person may, except with the written permission of both the Secretary of Defense and the Director of National Intelligence, knowingly use the words "National Geospatial-Intelligence Agency", "National Imagery and Mapping Agency", or "Defense Mapping Agency," the initials "NGA", "NIMA" or "DMA," the seal of National Geospatial-Intelligence Agency, National Imagery and Mapping Agency, or the Defense Mapping Agency, or any colorable imitation of such words, initials, or seal in connection with any merchandise, retail product, impersonation, solicitation, or commercial activity in a manner reasonably calculated to convey the impression that such use is approved, endorsed, or authorized by the Secretary of Defense and the Director of National Intelligence.
- b. Whenever it appears to the Attorney General that any person is engaged or about to engage in an act or practice which constitutes or will constitute conduct prohibited by subsection (a), the Attorney General may initiate a civil proceeding in a district court of the United States to enjoin such act or practice. Such court shall proceed as soon as practicable to hearing and determination of such action and may, at any time before final determination, enter restraining orders or prohibitions, or take such other action as is warranted, to prevent injury to the United States or to any person or class of persons for whose protection the action is brought.

<http://www.gpo.gov/fdsys/pkg/USCODE-2010-title10/html/USCODE-2010-title10-subtitleA-partI-chap21.htm>

7. CLASSIFIED AND CONTROLLED UNCLASSIFIED INFORMATION

a. Reporting Potentially Classifiable Information

This award is intended for unclassified, publicly releasable research. We do not expect that the research project will involve classified information. If, however, in conducting the activities supported under this award, the Principal Investigator (PI) or co-PI is concerned that any portion of the research may potentially cause damage to national security and warrant Government restrictions on the dissemination of the results, the PI should promptly notify the Program Office by email.

b. Controlled Unclassified Information

Information and materials provided pursuant to or resulting from this award may be or may become subject to dissemination control by law, executive order, or regulation. Recipients are reminded that compliance with all federal laws, including the entire suite of export controls laws, sanctions or other national security-related requirements, rests fully with the recipient organization.

Nothing in this award may be construed to permit any disclosure in violation of those restrictions. If you are unsure whether information and materials provided to you or

generated under this award is Controlled Unclassified Information or subject to export control laws, contact the Program Office as noted above.

c. Deemed Exports

Export control laws and requirements must be complied with when non-U.S. persons or foreign nationals are granted access to regulated products or technology by a company or institution of higher education in the United States. Under the "deemed export" rule, allowing non-U.S. persons or foreign nationals access to the product or technology may trigger the requirement to apply for a license prior to that access.

d. Uncleared Personnel Security Requirements

Should NGA identify the use of unauthorized personnel, the CO may direct the Recipient, at its own expense, to remove and replace any unauthorized personnel performing on the grant. Such action may be taken at the NGA's discretion without prejudice to its rights under any other grant terms and conditions.

Uncleared Recipient personnel visiting NGA facilities or other sites may receive the appropriate visitor badge and be escorted, as appropriate. The Recipient will return the visitor badge at the end of each visit day.

e. Information Security Requirements

NGA shall have the sole authority to determine whether, and to what extent, protected information shall be provided to the Recipient under the terms of the grant. The Recipient shall not access, download, print, or further disseminate any unclassified information outside the execution of the defined grant requirements without the guidance and written permission from the COR.

When the Recipient receives protected information under the terms of this grant, the Recipient will comply with all applicable NGA, DoD, and IC information security policies for the proper marking, handling, processing, storing, and safeguarding of unclassified and CUI material. The Recipient will ensure that document markings are given the lowest possible security classification to maximize dissemination while still maintaining the information's confidentiality and integrity as necessary.

8. ACTIVITIES ABROAD

You must ensure that project activities to be performed outside the United States are coordinated as necessary with appropriate governmental authorities and that required licenses, permits, or approvals are obtained prior to undertaking such activities. The Government does not assume responsibility for your compliance with the laws and regulations of the country in which the activities are to be conducted.

9. ACTIVITIES THAT AFFECT U.S. PERSONS

This grant is sponsored by NGA. All work and services to be performed hereunder shall be in strict compliance with procedures set forth in DoDM 5240.01.

10. USING TECHNICAL INFORMATION RESOURCES

To the extent practical, the Recipient will use the technical information resources of the Defense Technical Information Center (DTIC) and other Government or private facilities to investigate recent and ongoing research and avoid needless duplication of scientific and engineering effort.

11. FOOD AND BEVERAGE

Funds may not be used to pay for food or beverages (unless preapproved by the Awarding or Administrative Grant Officer).

12. CERTIFICATIONS

The Certifications, which have been executed by the Recipient prior to award of this agreement and submitted with the Proposal via <http://grants.gov>, are hereby incorporated by reference.

13. RESEARCH SECURITY

a. Prohibited Actions.

NGA reserves the right to invoke DoD R&D General Terms and Conditions OAR Article III. 'Remedies and termination' in the following cases:

- 1) Awardee receives federal funds in excess of \$50 million per year and Awardee fails to establish a research security program that addresses (at a minimum) cybersecurity, foreign travel security, research security training, and export control training;
- 2) Awardee hosts a Confucius Institute or a cultural institute established as a partnership between the Awardee and a Chinese institution of higher education to promote and teach Chinese language and culture that is funded, directly or indirectly, by the Government of the People's Republic of China, unless the proposer has been issued a waiver by the Secretary of Defense pursuant to section 1062 of the William M. (Mac) Thornberry National Defense Authorization Act for FY 2021; or
- 3) Participation of covered individual, as defined in Section 10638 of the CHIPS and Science Act of 2022 (Public Law 117-167), in a NGA research award who is also

party to a malign foreign talent recruitment program (MFTRP) meeting any of the criteria in Sec. 10638(4)(A)(i)-(ix) of the CHIPS and Science Act of 2022;

4) Awardee does not have a policy prohibiting participation in MFTRPs.

b. Discouraged Actions.

Unless the Awardee has been issued a waiver by the Director, NGA, or higher authority, the Awardee and all covered individuals are discouraged from engaging in any practices or behaviors identified in Table 1 of the “DoD Component Decision Matrix to Inform Fundamental Research Proposal Mitigation Decisions”, or collaborations and commitments identified by NGA implementing rules and regulations including, but not limited to:

- 1) any entity or individual listed on the Bureau of Industry and Security [Lists of Parties of Concern](#), including:
 - a. Denied Persons List;
 - b. Entity List, Supplement No. 4 to Part 744 of the Export Administration Regulations;
 - c. Export Administration Regulations, Bureau of Industry and Security, Supplement No. 7 to Part 744 – ‘Military End-User’ (MEU) List;
 - d. Export Administration Regulations, Bureau of Industry and Security, Supplement No. 6 to Part 744 – Unverified List;
 - e. Consolidated Screening List;
- 2) any entity identified on the Transportation Security Administration’s No Fly List;
- 3) any entity identified on the Federal Bureau of Investigation’s Terrorist Screening Center (TSC) Terrorism Watchlist;
- 4) any of the “Seven Sons of National Defense” (国防七子) Schools or State Key Laboratories:
 - a. Beihang University (北京航空航天大学), previously known as the Beijing University of Aeronautics and Astronautics (BUAA);
 - b. Beijing Institute of Technology (北京理工大学);
 - c. Nanjing University of Aeronautics and Astronautics (南京航空航天大学);
 - d. Nanjing University of Science and Technology (南京理工大学);
 - e. Northwestern Polytechnical University (西北工业大学);
 - f. Harbin Institute of Technology (哈尔滨工业大学);
 - g. Harbin Engineering University (哈尔滨工程大学);
 - h. State Key Laboratory for Underwater Information and Control;
 - i. Multi-hull Ship Technology Key Laboratory of Fundamental Science for National Defense;

- j. National Key Laboratory of Underwater Acoustic Technology;
 - k. National Defense Key Laboratory of Underwater Vehicles Technology;
- 5) Any of the “Seven Sons of Ordnance Industry” (兵工七子) Schools;
 - a. Beijing Institute of Technology (北京理工大学)
 - b. Nanjing University of Science and Technology (南京理工大学)
 - c. Shenyang Ligong University (沈阳理工大学)
 - d. North University of China (中北大学)
 - e. Chongqing University of Technology (重庆理工大学)
 - f. Changchun University of Science and Technology (长春理工大学)
 - g. Xi’an Technological University (西安工业大学)
 - 6) Any organ of the armed forces of a Foreign Country of Concern (FCOC) (e.g., People’s Liberation Army, Armed Forces of the Russian Federation, Islamic Republic of Iran Armed Forces, Korean People’s Army, etc.);
 - 7) State-owned Enterprise Defense Conglomerates;
 - 8) People’s Republic of China’s State Administration for Science, Technology, and Industry for National Defense (SASTIND) schools; or
 - 9) Any collaborations or commitments that
 - a. interfere with the capacity for activities supported by NGA to be carried out;
 - b. were not appropriately disclosed to NGA;
 - c. violate Federal law or terms and conditions of contracts or other agreements awarded by NGA; or
 - d. pose a risk to national security.

Based on the results of a risk-based security review of required disclosures and annual verification of RPPR submissions, Awardee and NGA may have the opportunity to negotiate strategies to mitigate the potential risk posed by discouraged practices or behaviors. In cases where NGA and Awardee are unable to come to an agreement concerning proposed mitigation strategies, NGA reserves the right to invoke DoD R&D General Terms and Conditions OAR Article III. ‘Remedies and termination’ for any unmitigated risk factors associated with prohibited or discouraged actions identified in this addendum.

c. Research Progress Performance Report (RPPR).

In accordance with NSPM-33, “Countering Unwanted Foreign Influence in Department-Funded Research at Institutions of Higher Education”, dated 29 June 2023, and section 10632(a)(1) of the CHIPS and Science Act of 2022 (Public Law 117-167), Awardee agrees to submit annual verification and updates to the SF-424 for each covered individual, including the *Research and Related Senior/Key Person*

Profile (Expanded), including "Current & Pending Support", biographical sketch, curriculum vitae or resume, and any patent applications or patents not disclosed in the grant application or proposal.

d. Reporting Potential Conflicts of Interest and Commitment.

Awardee agrees to promptly report to NGA any and all indicators identified in Table 1 of "Countering Unwanted Foreign Influence in Department-Funded Research at Institutions of Higher Education", dated 29 June 2023 for a risk-based security review for potential conflicts of interest and commitment. Notifications may be sent by email to the Program Office and Grants Office. NGA reserves the right to invoke DoD R&D General Terms and Conditions OAR Article III. 'Remedies and termination' for any unmitigated risk factors identified during NGA risk-based security reviews of required disclosures and annual verification of RPPR submissions.

14. FLOW DOWN OF PROGRAMMATIC REQUIREMENTS TO SUBRECIPIENTS

You must flow down the provisions in this programmatic requirement portion of NGA Addendum to DoD R&D General Terms and Conditions to any Sub-Recipients under this award.