

SECTION A

PART 1260 – GRANTS AND COOPERATIVE AGREEMENTS

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[Exhibit A](#) - Budget summary

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[Exhibit F](#) - NASA 1674 Letter of Delegation for the Administration of Grants and Agreements

[Exhibit G](#) - Required Publications and Reports

Authority: 51 U.S.C. 20113(e), Pub. L. 97-258, 96 Stat. 1003 (31 U.S.C. 6301, *et seq.*), and 2 CFR Part 200.

Subpart A – General

§ 1260.1 Authority.

(a) The National Aeronautics and Space Administration (NASA) awards grants and cooperative agreements under the authority of 42 U.S.C. 2473(c)(5), the National Aeronautics and Space Act. This part 1260 is issued under the authority of 42 U.S.C. 2473(c)(1), Pub. L. 97-258, 96 Stat. 1003 (31 U.S.C. 6301 et seq.), and OMB Circular A-110.

(b) The Office of Management and Budget (OMB) approved information collection under the Paperwork Reduction Act and assigned OMB control numbers 2700-0047, Property Management and Control; 2700-0048, Patents; 2700-0049, Financial Management and Control; and 2700-0097, Central Contractor Registration.

§ 1260.2 Purpose.

(a) This subpart A of the NASA Grant and Cooperative Agreement Handbook (also subpart A of 14 CFR Part 1260), provides supplemental NASA policies that clarify and amplify government-wide regulations for awarding and administering grants and cooperative agreements with educational and non-profit organizations. The government-wide regulations that this subpart supplements are set forth in OMB Circular A-110 “Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.” (NASA has adopted OMB Circular A-110 as subpart B of this part 1260.)

(b) As required by the Office of Management and Budget (OMB), NASA has also adopted the standards set forth in OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.

§ 1260.3 Definitions.

(a) The following definitions are a supplement to the subpart B definitions set forth at § 1260.102. Additional definitions applicable to specific categories of grants and cooperative agreements are set forth at 14 CFR 1273.3 and 14 CFR 1274.102.

(b) Throughout subpart A to this Part 1260, the term “grant” includes “cooperative agreement” unless otherwise indicated.

Administrative grant officer means a Federal employee delegated responsibility for grant administration; e.g., a NASA grant officer who has retained grant administration responsibilities, or an Office of Naval Research (ONR) grant officer delegated grant administration by a NASA grant officer.

Amendment means any document used to effect modifications to grants and cooperative agreements. Amendments may be issued unilaterally at the discretion of the grant officer.

Commercial firm means any corporation, trust or other organization which is organized primarily for profit.

Effective date means the date work can begin, which could be earlier or later than the date of signature on a basic award or modification. Expenditures made prior to award of a grant are incurred at the recipient’s risk.

Expiration date means the date of completion specified in the grant, after which expenditures may not be charged against the grant except to satisfy obligations to pay allowable costs committed on or before that date.

Historically Black Colleges and Universities means institutions determined by the Secretary of Education to meet the requirements of 34 CFR 608.2 and listed therein.

Minority educational institution means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 637.4.

Non-profit organization means an organization that qualifies for the exemption from taxation under section 501 of the Internal Revenue Code of 1954, as amended, 26 U.S.C. 501.

Progress report means a concise statement of work accomplished during the report period (see §§ 1260.22 and 1260.75(a)(3)).

Recipient acquired equipment means equipment purchased or fabricated with grant funds by a recipient for the performance of work under its grant.

Small business concern means a concern, including its affiliates, which is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualifies as a small business under the criteria and size standards in 13 CFR Part 121.

Small disadvantaged business concern means a small business concern owned and controlled by individuals who are both socially and economically disadvantaged and meets the criteria set forth at 13 CFR Part 24.

Summary of research means a document summarizing the results of the entire project, which includes bibliographies, abstracts, and lists of other media in which the research was discussed.

Women-owned small business concern means a small business concern that is at least 51 percent owned by women who are U.S. citizens and who also control and operate the business (15 U.S.C. 637(d)).

§ 1260.4 Applicability.

(a) Subparts A and B of this Part 1260 establish policies and procedures for grants and cooperative agreements awarded by NASA to institutions of higher education, hospitals, and other non-profit organizations.

(b) Subject to the special considerations in this paragraph, subparts A and B of this part 1260 are also applicable to NASA grants and cooperative agreements awarded to commercial firms which do not involve cost sharing. (This does not prohibit voluntary cost sharing.) When the commercial firm is expected to receive substantial compensating benefits for performance of the work, resource contributions are required for the award of a grant or cooperative agreement. For policies on cooperative agreements with commercial organizations requiring resource contributions by the Recipient, see 14 CFR Part 1274.

(1) The allowability of costs incurred by commercial firms is determined in accordance with the provisions of the Federal Acquisition Regulation (FAR) at 48 CFR Part 31.

(2) NASA does not allow for payment of profit or fee to commercial firms under grant awards.

(3) When applying the policies set forth under § 1260.74, the grant officer shall vest title to any equipment purchased under the grant with the Government. The special condition at §1260.67, Equipment and Other Property Under Grants With Commercial Firms, shall be incorporated into all grants with commercial firms in place of the provision at §1260.27, Equipment and Other Property.

(4) Due to differing NASA patent policies applicable to large businesses, special conditions at §1260.57, New Technology, and §1260.58, Designation of New Technology Representative and Patent Representative, shall be incorporated into all grants with commercial firms other than those with small businesses, in place of the provision at §1260.28, Patent Rights. Grants with small businesses should retain the §1260.28 provision.

(5) Payments under grants with commercial firms will be made based on incurred costs. NASA Form 272 is not required. Commercial firms will be required to submit invoices on a no more than quarterly basis. Payments to be made on a more than quarterly basis require the written approval of the grant officer. The center finance office should also be informed when payments are to be made on other than a quarterly basis. The special condition at §1260.68, Invoices and Payments Under Grants With Commercial Firms, shall be incorporated into all grants with commercial firms in place of the provision at §1260.26, Financial Management.

(6) Payments will be made to commercial firms via electronic funds transfer. The special condition at §1260.69, Electronic Funds Transfer Payment Method, shall be incorporated into all grants with commercial firms.

(7) Delegation of grant administration functions consistent with the policies set forth at §1260.70 (i.e., property administration and closeout are to be delegated) will be made to the cognizant field office of the Defense Contract Management Agency instead of to the Office of Naval Research. Delegations will be made using NASA Form 1674, Letter of Delegation, for the Administration of Grants and Cooperative Agreements (Exhibit F to subpart A of this part 1260, available at the address given in Exhibit F). Cognizant offices for performing administration under individual grants are set forth in the “DoD Directory of Contract Administration Services Components,” which is available on the internet at:
<http://www.dcmc.hq.dla.mil/casbook/casbook.htm>

§ 1260.5 Amendment.

This Part 1260 will be amended by publication of changes in the Federal Register. Changes will be issued as Grant Notices and incorporated into the official version of the handbook located at the internet web site.

§ 1260.6 Publication.

The official site for accessing the NASA Grant and Cooperative Agreement Handbook, including current Grant Notices, is on the internet at: *<http://ec.msfc.nasa.gov/hq/grcover.htm>*

§ 1260.7 Deviations.

(a) A deviation is required for any of the following:

(1) When a prescribed provision (but not a special condition) set forth verbatim in this Part 1260 is modified or omitted.

(2) When a provision is set forth in this Part 1260, but not for use verbatim, and the Center substitutes a provision which is inconsistent with the intent, principle, and substance of the provision.

(3) When a form prescribed by this Part 1260 is altered or another form is used in its place.

(4) When limitations, imposed by this handbook upon the use of a grant provision, form, procedure, or any other grant action, are changed.

(5) When a form is created for recipient use that constitutes a "Collection of Information" within the meaning of the Paperwork Reduction Act (44 U.S.C. 35) and its implementation in 5 CFR Part 1320.

(b) Requests for authority to deviate from this Part 1260 shall be submitted to the Office of Procurement, NASA Headquarters, Procurement Operations Division (HS). Requests, signed by the procurement officer, shall contain:

(1) A full description of the deviation, the circumstances in which it will be used, and identification of the requirement from which a deviation is sought;

(2) The rationale for the request, pertinent background information, and the intended effect of the deviation;

(3) The name of the recipient, identification of the grant affected, and the dollar value;

(4) A statement as to whether the deviation has been requested previously, and, if so, details of that request; and

(5) A copy of legal counsel's concurrence or comments.

(c) Where it is necessary to obtain a deviation on OMB Circular A-110 (subpart B of this Part 1260), Code HS will process all necessary documents in accordance with § 1260.104.

PRE-AWARD REQUIREMENTS

§ 1260.8 Announcements.

Announcements for grants and cooperative agreements shall use the solicitation numbering scheme stated in NFS 1804.7102, "Numbering scheme for solicitations".

§ 1260.9 Synopses requirements.

(a) All announcements of grant and cooperative agreement funding opportunities shall be synopsisized. Synopses shall be prepared in the NASA Acquisition Internet Service (NAIS), located at: <http://prod.nais.nasa.gov/cgi-bin/nais/index.cgi>; by using the Electronic Posting System (EPS), and transmitted to <http://www.Fedgrants.gov>. Synopses shall be electronically posted to: <http://www.Fedgrants.gov> no later than three business days after release of the full announcement. All synopses shall include instructions regarding where to obtain the full announcement for the opportunity.

(b) This requirement applies to all announcements of grant and cooperative agreement funding opportunities with the following exceptions:

(1) Announcements of opportunities for awards less than \$25,000 for which 100 percent of eligible applicants live outside of the United States.

(2) Single source announcements of opportunities that are specifically directed to a known recipient.

§ 1260.10 Proposals.

(a) Consistent with 31 U.S.C. 6301(3), NASA's policy is to use competitive procedures to award grants whenever possible. A grant can result from:

(1) A proposal submitted in response to a *Broad Agency Announcement (BAA)* such as a NASA Research Announcement (NRA) or an Announcement of Opportunity (AO), a Cooperative Agreement Notice (CAN), an Agencywide program announcement such as the Graduate Student Research Program, or other forms of announcements approved by the Associate Administrator for Procurement (HS). NRA's are described in the NASA FAR Supplement (NFS) 48 CFR 1835.016. AO's are described in 48 CFR Part 1872.

(2) An unsolicited proposal. (See § 1260.17.)

(b) The proposal shall contain a detailed narrative description of the work to be undertaken, including the objectives of the project and the applicant's plan for carrying it out.

(1) All proposals shall include budget data as prescribed in the Budget Summary (Exhibit A to subpart A of this Part 1260, available at the address given in Exhibit A). Narrative detail must support the proposed budget as required in Exhibit A.

(i) The recipient institution is responsible for ensuring that costs charged are allowable, allocable, and reasonable under the applicable cost principles governed by OMB Circular No. A-21 or A-122. For other details see § 1260.127.

(ii) Subject to applicable cost principles, facilities and administrative cost rates are negotiated between recipients and the cognizant agencies assigned under OMB Circular No. A-21. NASA is required to apply the applicable negotiated rate for all grants awarded to the recipient.

(iii) NASA may accept cost sharing when voluntarily offered. For further guidance see § 1260.123. For grants and cooperative agreements with commercial organizations that involve costs sharing, see 14 CFR Part 1274. The amount of cost sharing will not be a factor in determining whether to select a proposal for award. However, recipients may be requested to secure nonfederal matching funds equal to the program portion of training and education grants. In accordance with NASA policy to foster continuity of research, multiple year grant proposals are encouraged, where appropriate, for a period generally up to three years. Proposals for multiple year grants shall describe the entire research project and include a complete budget for year one and separate estimates for each subsequent year.

(2) A Taxpayer Identification Number (TIN) must be included with the address listed on the proposal. If an award is made, advance payments cannot be made without a TIN (31 U.S.C. 7702(c)(1)).

(3) A Dun and Bradstreet, Data Universal Numbering System (DUNS) number shall be included on the Cover Page of all proposal submissions. Before submitting a proposal, all applicants shall have an active registration in the Department of Defense, Central Contractor Registration (CCR) database and shall obtain a Commercial And Government Entity (CAGE) code. Prior to award, the grant officer shall verify active registration in the CCR database, by using the DUNS number or, if applicable, the DUNS+4 number, via the Internet at <http://www.ccr.gov> or by calling toll free: (888) 227-2423, commercial: (269) 961-5757.

(c) (1) All announcements for grant and cooperative agreement funding opportunities shall require the applicant to submit all required certifications, disclosures, and assurances as part of the proposal. The following certifications and assurance are required to be submitted as part of all proposals:

(i) A certification for debarment and suspension under the requirements of 2 CFR §180.510.

(ii) A certification, and a disclosure form (SF LLL) if required, on Lobbying under the requirements of 14 CFR §1271.110 for awards exceeding \$100,000.

(iii) An assurance of Compliance with NASA Regulations Concerning Nondiscrimination as required by 14 CFR Parts 1250 through 1253 or incorporation by reference of a signed NASA Form 1206 that is on file, current, and accurate.

(2) Compliance with certifications, disclosures, and assurances must be demonstrated by one of the following two methods:

(i) Each individual certification, disclosure, and assurance may be signed by the Authorizing Organizational Representative; or

(ii) Signature by the Authorizing Organizational Representative on the proposal Cover Page may confirm that all necessary certifications and assurances are met, provided that the Cover Page includes a notice to that effect.

(d)(1) In accordance with E.O. 13202 of February 17, 2001, "Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects", as amended on April 6, 2001, the Government, or any construction manager acting on behalf of the Government, shall not --

(i) Require or prohibit recipients, potential recipients or subrecipients to enter into or adhere to agreements with one or more labor organizations (as defined in 42 U.S.C. 2000e(d)) on the same or other related construction projects; or

(ii) Otherwise discriminate against recipients, potential recipients or subrecipients for becoming, refusing to become, or remaining signatories or otherwise adhering to agreements with one or more organizations, on the same or other related construction projects.

(2) Nothing in this section prohibits the recipient, potential recipients or subrecipients from voluntarily entering into project labor agreements.

(3) The Assistant Administrator for Procurement may exempt a construction project from this policy if, as of February 17, 2001--

(i) The agency or a construction manager acting on behalf of the Government had issued or was party to bid specifications, project agreements, agreements with one or more labor organizations, or other controlling documents with respect to that particular project, which contained any of the requirements or prohibitions in paragraph (d)(1) of this section; and

(ii) One or more construction contracts (includes any contract awarded by the recipient) subject to such requirements or prohibitions had been awarded.

(4) The Assistant Administrator for Procurement may exempt a particular project, contract, or subcontract from this policy upon a finding that special circumstances require an exemption in order to avert an imminent threat to public health or safety, or to serve the national security. A finding of "special circumstances" may not be based on the possibility or presence of a labor dispute concerning the use of contractors or subcontractors who are nonsignatories to, or

otherwise do not adhere to, agreements with one or more labor organizations, or concerning employees on the project who are not members of, or affiliated with, a labor organization.

§ 1260.11 Evaluation and selection.

(a) Technical evaluation of proposals will be conducted by the cognizant NASA technical office and may be based on peer reviews.

(b) Under NRA's, AO's, other BAA's, and CAN's, the selecting official will furnish documentation requested by the grant officer, (including a copy of the NRA, selection statement, and peer review evaluation if requested), to confirm that the award is being made as a result of a selection under a NRA, AO, other BAA, or CAN. The technical office will forward to the grant office a completed award package, including a funded procurement request, technical evaluation of the proposed budget, and other support documentation, and any data deliverables that may be required when potentially hazardous operations, such as those related to flight and/or mission critical ground systems have been proposed (e.g. Payload Safety Data Review Package) at least 29 days prior to the requested award date, or before the expiration of the funded period in the case of the renewal of an existing effort.

(c) If a proposal is not selected, the proposer will be notified by the selecting official in accordance with the procedures set forth in the NRA, AO, CAN, or BAA.

(d) For unsolicited proposals, see § 1260.17.

(e) For awards made non-competitively, written justifications for equipment or travel will be submitted by the technical office for grant officer approval when more than half of the proposed budget is for equipment or travel and associated indirect cost. The justification shall describe the extent to which the equipment or travel is necessary. The grant officer's signature on the award will indicate approval of the justification.

(f) The evaluation of the proposal budget will conform to the following procedure:

(1) The technical officer will review the proposer's estimated cost for conformance to program requirements and fund availability. The results of this review shall be recorded in Column B of the proposed Budget Summary Form (Exhibit A to subpart A of this Part 1260, available at the address given in Exhibit A). New budgets are not required when the program office recommended funding is within twenty percent (20 percent) of the proposed amount, provided that, if requested by the proposer, a revised scope of work based on the recommended funding is submitted by the proposer for acceptance by the technical officer. However, when funding decreases in equipment and/or subcontracts are involved, the cognizant program office is required to identify the cost element(s) affected by the change in funding level.

(2) The grant officer will review the budget, and any changes made by the technical officer, to identify any item which may be unallowable under the cost principles, or which appears unreasonable or unnecessary. The grant officer will complete Column C of the Budget Summary after discussing significant changes with the recipient and/or technical office. Requests for details from the recipient should be limited.

(3) The grant officer will address requests for direct charge of equipment in the negotiation summary, and state whether the purchase is approved as a direct cost.

(g) 42 U.S.C. 2459d prohibits NASA from funding any grant for longer than one year if the effect is to provide a guaranteed customer base for new commercial space hardware or services. The only exception would be if an Appropriations Act specifies the new commercial space hardware or services to be used.

(h) NASA reserves the right to either fully fund or incrementally fund grants based on fiscal law and program considerations. Incremental funding of grants and cooperative agreements shall conform to the following procedure:

(1) When the period of performance for a grant crosses Government Fiscal Years, the grant will usually be incrementally funded, using appropriations from different Government Fiscal Years. In other circumstances, incremental funding may be appropriate. The special condition

at §1260.53, Incremental Funding, will be included in any grant that is incrementally funded. The grant officer will determine the number of incremental funding actions that will be allowed.

(2) Specific limitations on incremental funding are as follows:

(i) Grants that are funded using appropriations from different Government Fiscal Years should provide funding from the prior fiscal year that carries at least one month into the subsequent fiscal year in order to facilitate transition of the grant to the subsequent fiscal year's funding cycle.

(ii) Only those grants whose anticipated funding exceeds \$100,000 of appropriations from a single Government Fiscal Year may be incrementally funded within that fiscal year's appropriations.

(iii) Incremental funding actions to obligate or deobligate funds shall not total less than \$25,000 unless the action is necessary to comply with the requirement to use appropriations from different Government Fiscal Years, to fully fund a grant, to close out a grant, or to make a corrective accounting adjustment.

(3) On an exception basis, and with the concurrence of the installation Chief Financial Officer (CFO) or Deputy CFO for Resources, the procurement officer may waive the restrictions set forth in paragraphs (h)(2)(i) through (h)(2)(iii) of this section for individual funding actions on individual grants. The procurement officer shall maintain a record of all such approvals during the fiscal year.

(4) The restrictions set forth in paragraphs (h)(2)(i) through (h)(2)(iii) of this section are not applicable during the period of a continuing resolution. During such a period, NASA will nonetheless endeavor to fund individual grants using reasonably sized increments.

(i) Proposals for efforts that involve printing, binding, and duplicating in excess of 25,000 pages are subject to the Government Printing and Binding Regulations, No. 26, February 1990, S. Pub. 101-9, U.S. Government Printing Office, Washington, DC 20402, published by the Congressional Joint Committee on Printing. The technical office will refer such proposals to the Installation Central Printing Management Officer (ICPMO). The grant officer will be advised in writing of the results of the ICPMO review.

(j) The provision at §1260.30, Rights in Data, is to be inserted as a standard provision into grants and cooperative agreements that don't require cost sharing. Additional language is required for cost sharing and/or matching efforts, and in cooperative agreements, as set forth in the provision.

(k) By acceptance of a grant (containing the provision at §1260.34) the recipient agrees that it is in compliance with the Clean Air and Federal Water Pollution Control Acts. The Administrator may approve exemptions from this prohibition under certain circumstances under Executive Order 11738. Requests for exemptions or renewals thereof shall be made to the Office of Procurement, NASA Headquarters, Program Operations Division (Code HS), Washington, DC 20546.

(l) Requests for acquisition of property may be made by a recipient either as part of the original budget proposal or subsequent to award. Comprehensive guidance on evaluating requests for acquisition of property, vesting of title, and administration issues, is set forth at §1260.74.

§ 1260.12 Choice of award instrument.

(a) This section and § 1260.111 provide guidance on the appropriate choice of award instruments consistent with 31 U.S.C. 6301 to 6308. Throughout § 1260.12, the term "grant" does not include "cooperative agreements."

(b)(1) A procurement contract is a mutually binding legal relationship obligating the seller to furnish supplies or services (including construction), and the buyer pays for them.

(2) The principal purpose of a procurement contract is to acquire, for NASA's direct use or benefit, a well-defined, specific effort clearly required for the accomplishment of a scheduled NASA mission or project.

(3) If it is determined that a procurement contract is the appropriate type of funding instrument to meet NASA's purposes, the procurement shall be conducted under the FAR and the NFS (48 CFR Chapter 18).

(4) If an action is to be awarded for a dollar amount below the simplified acquisition threshold, the action may be completed by a contracting officer as a purchase order. The purchase order must be properly modified to include necessary language pertaining to data rights, key personnel requirements, and any other necessary requirements as determined by the contracting officer.

(c) A grant shall be used as the legal instrument to reflect a relationship between NASA and a recipient whenever the principal purpose is the transfer of anything of value to the recipient to accomplish a public purpose of support or stimulation authorized by Federal statute. Grants are distinguished from cooperative agreements in that substantial involvement is not expected between NASA and the recipient when carrying out the activity. Grants are distinguished from contracts in that grants provide financial assistance to the recipient to conduct a fairly autonomous program; contracts entail acquisition. Various types of NASA grants contain different provisions and conditions as described in §§ 1260.20 and 1260.50. The major types of grants and cooperative agreements are defined as follows. Grants and cooperative agreements to carry out other authorized purposes should be used to the extent appropriate, and must be in compliance with OMB Circular A-110.

(1) Research grant. A research grant shall be used to accomplish a NASA objective through stimulating or supporting the acquisition of knowledge or understanding of the subject or phenomena under study, or attempting to determine and exploit the potential of scientific discoveries or improvements in technology, materials, processes, methods, devices, or techniques and advance the state of the art. The recipient will bear prime responsibility for the conduct of research, and exercises judgment and original thought toward attaining the scientific goals within broad parameters of the research areas proposed and the resources provided;

(2) Education grant. Students and faculty receiving direct support under a NASA education grant must be U.S. citizens. An education grant is an agreement that provides funds to an educational institution or other nonprofit organizations within one or more of the following areas:

(i) Capturing student interest and/or improving student performance in science, mathematics, technology, or related fields;

(ii) Enhancing the skill, knowledge, or ability of teachers or faculty members in science, mathematics, or technology;

(iii) Supporting national educational reform movements;

(iv) Conducting pilot programs or research to increase participation and/or to enhance performance in science, mathematics, or technology education at all levels; and

(v) Developing instructional materials (e.g., teacher guides, printed publications, computer software, and videotapes) or networked information services for education;

(3) Training grant. A training grant is an agreement that provides funds primarily for scholarships, fellowships, or stipends to students, teachers, and/or faculty.

(i) NASA training grants are awarded to colleges, universities, or other non-profit organizations; not to individual students, teachers, or faculty members. It is the responsibility of the institution receiving the grant to approve the faculty, teachers, and/or students who will participate in the specific program, in cooperation with NASA. If a student, teacher, or faculty member ceases to participate in the program for any reason, the institution, with prior NASA approval, may appoint another student, teacher, or faculty member to complete the remaining portion of the grant period. Replacement students, teachers, and/or faculty electing to apply for the following program year are not automatically entitled to an award and are subject to the evaluation/selection procedures administered to new applicants. Any participant receiving

support under a NASA training grant may not concurrently hold another Federal fellowship or traineeship.

(ii) No applicant shall be denied consideration or appointment on the grounds of race, creed, color, national origin, age, sex, or disability.

(iii) Students and faculty receiving direct support under a NASA training grant must be U.S. citizens, except for those supported by the NASA Earth and Space Science Fellowship Program, the NASA Earth System Science Fellowship Program, the Graduate Student Fellowship in Global Change Research Program, and the GLOBE Program.

(iv) Duration of the award is program specific. Refer to program policies and procedures for details. Renewal is contingent upon a successful performance evaluation as prescribed by the program, concurrence by the NASA technical officer, and the availability of funds.

(v) No substantial involvement is expected between NASA and the recipient. A student or faculty member receiving support under a NASA training grant does not incur any formal obligation to the Government.

(vi) The use of training grant funds to acquire equipment, or to acquire or construct facilities will not be permitted. Government furnished equipment will not be provided.

(vii) An Administrative Report must be submitted under the guidelines described by the specific program policies and procedures.

(4) Facilities grant. A facilities grant is used to provide for the acquisition, construction, use, maintenance, and disposition of facilities. Facilities, as used in this section, means property used for production, maintenance, research, development, or testing. Prior approval by the Associate Administrator of Procurement is required before proceeding with a facilities grant. To obtain prior approval, a package will be forwarded to the Director, Program Operations Division (HS), during the planning phase of the grant, that includes pertinent background information, details on Congressional Authorization, dollar value, and name of the recipient. Other information, such as a copy of the proposed facility grant award document, is not required. It is unlikely an award will be approved unless specifically authorized by Congress. A review by legal counsel to assure legal sufficiency is also required.

(d) Cooperative agreement. A cooperative agreement shall be used as the legal instrument reflecting a relationship between NASA and a recipient whenever the principal purpose is the transfer of anything of value to the recipient to accomplish a public purpose of support or stimulation authorized by Federal statute, and substantial involvement is anticipated between NASA and the recipient during performance of the contemplated activity (31 U.S.C. 6305). Characteristics inherent in a cooperative agreement include those that apply to a grant, plus the following:

(1) Substantial NASA involvement in and contribution to the technical aspects of the effort are necessary for its accomplishment. This could involve an active NASA role in collaborative relations, access to a NASA site or equipment, or sharing NASA facilities and personnel. For example, a university investigator could work for a substantial amount of time at a NASA Center, a NASA investigator could work at a university, or when the collaboration is such that a jointly authored report or education curriculum product is appropriate;

(2) The project, conducted as proposed, would not be possible without extensive NASA-recipient technical collaboration;

(3) The nature of the collaboration shall be clearly defined and specified in the special condition at §1260.51.

(e)(1) Grants and cooperative agreements with foreign organizations. Grants and cooperative agreements with foreign organizations provide for research to be performed in whole, or in part, by a foreign organization, with funding being provided by NASA to the foreign organization as reimbursement for the work performed.

(2) It is NASA policy that, in general, research with foreign organizations will not be conducted through grants or cooperative agreements, but instead will be accomplished on a no-exchange-of-funds basis. In these cases, NASA enters into agreements undertaking projects of international scientific collaboration. NASA policy on performing research with foreign organizations on a no-exchange-of-funds basis is set forth at NFS 1835.016-70. In rare instances, NASA may enter into an international agreement under which funds will be transferred to a foreign recipient.

(3) Grants and cooperative agreements to foreign organizations are made on an exceptional basis only. Awards require the prior approval of the Headquarters Office of External Relations (Code I) and the Headquarters Office of the General Counsel (Code G). Requests to award foreign grants or cooperative agreements are to be coordinated through the Office of Procurement, Program Operations Division (Code HS). Requests for approval shall contain:

(i) The identity of the foreign entity, the country or countries involved, and the purpose of the grant or cooperative agreement.

(ii) The Space Act Agreement(s) or underlying international agreement involved, if any.

(iii) A description of the effort to be undertaken by the entity described in paragraph (e)(3)(i) of this section, including their dollar value.

(iv) The reason why the grant or cooperative agreement requires a placement with a foreign organization.

(v) The reason why the work can not be accomplished on a no exchange of funds basis.

(4) Grants and cooperative agreements to foreign organizations require a review by the Office of General Counsel.

(5) The requirements of this section do not apply to the purchase of supplies or services (excluding research) from non-U.S. sources by U.S. grant or cooperative agreement recipients, when necessary to support research efforts.

(f)(1) The decision whether to use a contract, grant or cooperative agreement as an award instrument must be based on the principal purpose of the relationship. When NASA, within its authority, enters into a transaction where the principal purpose is to accomplish a public purpose of support or stimulation authorized by Federal statute, a grant or a cooperative agreement is the appropriate instrument. Conversely, if the principal purpose of a transaction is to accomplish a NASA requirement, i.e., to produce something for NASA's own use, a procurement contract is the appropriate instrument. Two essential questions must be asked to ensure that a grant or cooperative agreement is the appropriate instrument. The first question is: Will NASA be directly harmed in furthering a specific NASA mission requirement if the effort is not accomplished? The answer to this question must be "no." The second question is: Is the work being performed by the recipient primarily for its own purposes, which NASA is merely supporting with financial or other assistance? The answer to this question must be "yes." If these criteria are met, then the effort is not a NASA requirement, and can then be considered as to whether it supports or stimulates a public purpose.

(2) In applying the principal purpose test, it must be determined whether the Government is the direct beneficiary or user of the activity. If NASA provides the specifications for the project; or is having the project completed based on its own identified needs; or will directly use the report or result of the project for a scheduled NASA mission, then, in most cases, the principal purpose is to acquire property or services for the direct benefit or use of NASA, and thus, a contractual relationship exists. However, there may be cases where NASA expects to derive some incidental use or benefit from funded activities. In fact, any extramural expenditure that furthers the Agency's goals or mission can be said to be of benefit or use to the Government. But not every expenditure produces for the Government a benefit or use that is direct; i.e., immediate, uninterrupted, or specific. Where an expenditure will produce a benefit or use that is only indirect in nature, a grant or cooperative agreement may be used.

(3) The status of the entity involved is not a primary factor in determining the appropriate award instrument. For example, an entity that operates on a non-profit basis may receive funding through a contract, and is not limited to receiving grants or cooperative agreements. Similarly, a profit-making firm may receive funding through grants, cooperative agreements, or contracts.

(4) NASA offices may be mandated through their missions to support specific scientific, educational, or training programs. The office may be accountable to NASA management, the Administration, or Congress for oversight and proper implementation of the program, may require direct oversight, may be directly accountable for the results of the program and that the work be successfully completed. Whenever the office requesting the grant or cooperative agreement would be directly harmed in performing its mission if an award was not made, a grant or cooperative agreement is not appropriate. Specific examples of situations requiring special scrutiny include -

(i) Education grants that for the administration of a program for which the education office is directly responsible;

(ii) Research or education grants to establish and support university laboratories on a non-competitive basis, with the resulting work of direct benefit to NASA; or

(iii) Training grants that hire university students, on a non-competitive basis, to perform work at a NASA Center in direct support of NASA personnel, and perform work which is required in support of a NASA mission.

(5) A grant may be used to provide funding to an association to hold a conference (among its members and NASA officials) where the benefits flow primarily to the association and its members, not to NASA. The principal purpose will be to advance research or other purposes of the association. Thus, NASA may not direct an association in arranging the conference or in providing other services for NASA's benefit. The conference should be run by the association, not by NASA. Conferences sponsored or initiated by NASA primarily to meet a specific NASA need or obtain information for the direct benefit of NASA must be supported by means of a contract.

§ 1260.13 Award procedures.

(a) Award instruments are classified as follows:

(1) Annual grants are grants awarded for a short term (e.g., on an annual basis).

(2) Multiple year grants support research projects that may span several years. NASA policy is to make maximum use of multiple year grants. A Multiple Year Grant is generally selected for a period of three years in keeping with NASA's policy calling for research to be peer reviewed at least every three years. Grants with periods of performance in excess of three years may be appropriate when the NASA technical office determines at the inception of the grant that a period of performance in excess of three years is necessary to complete a discrete research effort. However, grants that will exceed \$5 million and have a period of performance in excess of five years shall require the approval of the Assistant Administrator for Procurement (Code HS) prior to award. Requests for approval shall include a justification for exceeding five years and evidence that the extended years can be reasonably estimated. Requests for approval are not required when the five-year limitation is exceeded due to a no cost extension.

(i) If the decision to provide multiple year funding to a research proposal is made, the special condition at §1260.52, Multiple Year Grant or Cooperative Agreement, will be included in the award.

(ii) Periods approved under the Multiple Year Grant or Cooperative Agreement special condition at §1260.52, and funded at the levels specified in the special condition, are not considered to be new awards. Therefore, new proposals, new proposal-related certifications (such as Disclosure of Lobbying Activities, and Debarment and Suspension), new technical

evaluations, and new budget proposals are not required, as long as this information for the multiple year period was reviewed and approved as part of the original proposal.

(iii) If NASA program constraints or developments within the research project dictate a reduction in the funding level specified under a Multiple Year Grant period, research may continue at the reduced level under the terms of the provisions; however, the recipient may rebudget under the grant provisions to keep the project within the funding actually provided.

(3) An augmentation to a grant may be issued as a supplement at any time when work is introduced which is outside the scope of the approved proposal or when there is a need for substantial unanticipated funding. The grant officer must first determine whether the augmentation requires a separate approval as a non-competitive addition to the work to be performed under the grant. Augmentations require the submission of revised budget proposals and technical evaluations covering the additional work. Since augmentations will be performed within the existing period of performance, certifications will not normally be required.

(4) A grant extension may be placed to extend the grant beyond the expiration date, in accordance with the provision at §1260.23, Extensions, if additional time beyond the established period of performance is required to assure adequate completion of the original scope of work within the available funding.

(5) Grant renewals provide for continuation of research beyond the original scope, period of performance and funding levels; therefore, new proposals, certifications and technical evaluations are required prior to the execution of a grant renewal. Grant renewals will be awarded as new grants. Continued performance within a period specified under the Multiple Year Grant provision does not constitute a renewal. For research originally awarded through a competitive NRA, CAN, or other competitive announcement that has completed its period of performance, peer review of a proposal to continue the research should be accomplished prior to selecting the research grant for renewal. If the effort was originally awarded through an unsolicited proposal, a new justification to accept the unsolicited proposal would be required (however, also see §1260.12(f)(1)). Multiple year grant special conditions may be incorporated into renewals.

(b) While NASA normally provides full funding support for research grants, alternate methods of grant funding are as follows:

(1) Since NASA grant recipients usually gain no measurable commercial or economic benefit from grants, other than conducting research, cost sharing for research grants is not generally required. NASA may, however, accept cost sharing when voluntarily offered. Additionally, in instances when the grant officer determines that the recipient will benefit from the research results through sales to non-Federal entities, cost sharing based upon this mutuality of interest will apply. See § 1260.123. When cost sharing is used, the grant officer shall insert a Special Condition substantially as shown in § 1260.54, Cost Sharing. (See 14 CFR Part 1274 for grants and cooperative agreements with commercial organizations involving cost sharing.)

(2) NASA may provide partial support for a research project or conference where additional funding is being provided by other Federal agencies. If the grant also involves cost sharing by the recipient, the grant officer will ensure that the recipient's share does not include any Federal funds.

§ 1260.14 Limitations.

(a) NASA does not award grants merely to provide donative assistance no matter how worthy the purpose, but to the extent that appropriations are available to carry out authorized Agency programs. Research in any academic discipline related to NASA interests normally will qualify. However, advice of legal counsel should be sought in unusual situations, or when unusual project activities or organizational attributes are evident.

(b) It is NASA's policy that non-monetary (zero dollar) grants or cooperative agreements shall not be used, except for no-cost extensions.

(c) Loans of Government personal property not associated with a contract, grant, or cooperative agreement under 31 U.S.C. 6301 to 6308, and made under the Space Act of 1958, should be consummated as loan agreements. Also, excess Government research property may be donated to educational institutions and nonprofit organizations pursuant to 15 U.S.C. 3710(I). See §1260.133(a)(2).

(d) Neither grants nor cooperative agreements shall be used as legal instruments for consulting service arrangements.

§ 1260.15 Format and numbering.

(a) A grant shall be brief, containing only those provisions and special conditions necessary to protect the interests of the Government.

(b) Cover page formats shown in Exhibit B to subpart A of this Part 1260 shall be used for all NASA grant and cooperative agreement award documents. Provisions for grants with U.S. organizations shall be incorporated by reference, and preprinted checklists may be used (Exhibit C to subpart A of this Part 1260). Both special conditions and provisions for grants with foreign organizations will be printed in full text. An acceptance block may be added when the grant officer finds it necessary to require bilateral execution of the grant. Program budgets are not generally attached to the award document. When it is necessary to attach the budget due to revisions to the original proposed budget or other reasons, this information should be suitably marked as confidential, and is not be disclosed outside of the Government without the consent of the grantee.

(c) Grants and cooperative agreements will be sequentially numbered. The Identification Numbering System to be used for all types of NASA grants and cooperative agreements will be applied as follows:

(1) Agency prefix. NASA's agency prefix shall be represented by the characters "NN".

(2) Center. The Center Identification Number shall conform to NASA FAR Supplement (NFS) 48 CFR 1804.7102(a).

(3) Fiscal year. The fiscal year shall be represented as two digits.

(4) Action number. The action number shall be identified using a two digit alpha and two digit numerical character from AA01 through ZZ99.

(5) Procurement code. Cooperative Agreements will be identified using "A" as the procurement code. Grants (other than training grants) will be identified using "G" as the procurement code. Training Grants will be identified using "H" as the procurement code.

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

(7) The Catalog of Federal Domestic Assistance (CFDA) Numbers does not apply to NASA grants.

§ 1260.16 Distribution.

(a) Copies of grants and supplements will be provided to –

(1) Payment offices (original copy);

(2) Technical officers;

(3) Administrative grant officers when delegated;

(4) The NASA Center for AeroSpace Information (CASI), Attn: Document Processing Section, 7121 Standard Drive, Hanover, MD 21076; and

(5) Other appropriate offices as determined by the grant officer.

(b) In addition to receipt of grants and supplements, the administrative grant officer will receive a copy of the approved budget.

(c) The file will record the addresses for distribution.

§ 1260.17 Evaluation and selection of unsolicited proposals.

(a) Unsolicited proposals are for new and innovative ideas. Federal Acquisition Regulation (FAR) 48 CFR Subpart 15.6 and NASA FAR Supplement (NFS) 48 CFR Subpart 1815.6 set out NASA's procedures for their submission and evaluation. Consult "Guidance for the Preparation and Submission of Unsolicited Proposals" (see <http://ec.msfc.nasa.gov/hq/library/unSol-Prop.html>) for additional information. NASA recommends contact with NASA technical personnel before submission of an unsolicited proposal to determine if preparation is warranted. These discussions should be limited to understanding NASA's need for research and do not jeopardize the unsolicited status of any subsequently submitted proposal.

(b) NASA will evaluate unsolicited proposals the same whether awarded as grants or contracts. However, the requirement to synopses set out in FAR Part 5 does not apply to grants.

(c) All unsolicited proposals recommended for acceptance as grants shall be supported by a Justification for Acceptance of an Unsolicited Proposal (JAUP) prepared by the cognizant technical office. The JAUP shall be submitted for the approval of the grant officer after review and concurrence at a level above the technical officer. However, review and concurrence are not required for technical officers at a division chief or higher level. The grant officer's signature awarding the grant constitutes approval of the JAUP.

(d) If an unsolicited proposal will not be funded, NASA will notify in writing the organization or person that submitted it. The method of notification is at the discretion of the grant officer. Proposals will be returned only when requested.

(e) Because unsolicited proposals are awarded without competition, written justifications for equipment and travel shall be submitted by the technical office to the grant officer when more than half of the proposed budget is for equipment, travel, and their associated indirect costs. The grant officer's signature awarding the grant constitutes approval of the justification.

PROVISIONS

§ 1260.20 Provisions.

(a) Research grants, education grants, training grants, and cooperative agreements with U.S. educational institutions and nonprofit organizations shall incorporate by reference the provisions set forth in §§ 1260.21 through 1260.39. For training grants, the grant officer shall substitute §1260.22, Technical Publications and Reports, with reporting requirements as specified by the program office.

(b) Facilities grants provisions will be selected on a case-by-case basis (see §1260.50).

(c) Research grants awarded to foreign organizations, when approved by Headquarters, will include the following provisions at a minimum: §§1260.21, 1260.22, 1260.23, 1260.24, 1260.25, 1260.26, 1260.27, 1260.29, 1260.33, 1260.35, 1260.36 and 1260.37. Additional special conditions will be selected on a case by case basis (see §1260.50). All provisions will be provided in full text. Referenced handbooks, statutes, or other regulations, which the recipient may not have access to, must be made available when requested by the foreign organization.

(d) The provisions set forth at §§ 1260.21 through 1260.39 do not apply to awards made under the Federal Demonstration Partnership (FDP). FDP awards are subject to the FDP Phase III General Terms and Conditions and the NASA Agency Specific Requirements Modifications to the General Terms and Conditions (Exhibit D to subpart A of this Part 1260). Since these documents are provided directly to the FDP institutions, they are not to be attached to FDP grants. However, the grant officer will include a statement similar to the following on FDP grants: "The Federal Demonstration Partnership General Terms and Conditions and NASA Agency-specific Requirements apply to this award."

(e) Grants or cooperative agreements awarded by NASA to the Commercial Space Centers under the Space Development and Commercial Research (SDCR) Program require special conditions in lieu of those set forth at §§ 1260.28, Patent Rights, and 1260.30, Rights in Data. SDCR Special Conditions are required to be included in full text for all SDCR Grants and

Cooperative Agreements (Exhibit E to subpart A of this Part 1260). Changes or additions to these Special Conditions must be approved by the Office of Space Utilization and Product Development before the award of the grant or cooperative agreement. Requests for changes or additions are to be coordinated through the Office of Procurement, Program Operations Division.

(f) Grants and cooperative agreements awarded by NASA to commercial organizations where cost sharing is not required shall incorporate the provisions set forth at §§ 1260.21 through 1260.39, modified as set forth under § 1260.4(b).

(g) Grants and cooperative agreements not specifically classified elsewhere in this section, but that are awarded for other authorized purposes, shall include provisions selected on a case-by-case basis.

(h) Whenever the word “grant” appears in Sections §§1260.21 through 1260.39, it shall be deemed to include, as appropriate, the term “cooperative agreement.”

§ 1260.21 Compliance with OMB Circular A-110.

Compliance with OMB Circular A-110

(October 2000)

This grant or cooperative agreement is subject to the requirements set forth in OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations. Recipients are required to comply with the requirements of A-110, as adopted by NASA as subpart B of Part 1260 of Title 14 of the Code of Federal Regulations. Specific provisions set forth in this award document are provided to supplement and clarify, not replace, the Circular, except in circumstances where a waiver from Circular requirements has been obtained by NASA.

[End of provision]

§ 1260.22 Technical publications and reports.

(This provision describes standard reporting requirements that should be applied in most circumstances. The requirements set forth under this provision may be modified by the grant officer based on specific report needs for the grant or cooperative agreement, provided that reporting requirements do not conflict with § 1260.151. Any special reporting requirements (e.g. Payload Safety Data Review) will be set forth as a special condition in the award document.)

Technical Publications and Reports

(December 2003)

(a) NASA encourages the widest practicable dissemination of research results at any time during the course of the investigation.

(1) All information disseminated as a result of the grant shall contain a statement which acknowledges NASA's support and identifies the grant by number (e.g., "The material is based upon work supported by NASA under award No(s) GRNASM99G000001, etc.").

(2) Except for articles or papers published in scientific, technical, or professional journals, the exposition of results from NASA supported research should also include 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 the National Aeronautics and Space Administration.”

(3) As a courtesy, any release of a NASA photograph or illustration should list NASA first on the credit line followed by the name of the Principal Investigator's Institution. An example follows:

"Photograph <or illustration, figure, etc.> courtesy of NASA <or NASA Center managing the mission or program> and the <Principal Investigator's institution>."

(b) Reports shall be in the English language, informal in nature, and ordinarily not exceed three pages (not counting bibliographies, abstracts, and lists of other media). The recipient shall submit the following reports:

(1) A Progress Report for all but the final year of the grant. Each report is due 60 days before the anniversary date of the grant and shall briefly describe what was accomplished during the reporting period as outlined in § 1260.151(d). A special condition specifying more frequent reporting may be required.

(2) A Summary of Research (or Educational Activity Report in the case of Education Grants) is due within 90 days after the expiration date of the grant, regardless of whether or not support is continued under another grant. This report shall be a comprehensive summary of significant accomplishments during the duration of the grant.

(c) Progress Reports, Summaries of Research, and Educational Activity Reports shall include the following on the first page:

- (1) Title of the grant.
- (2) Type of report.
- (3) Name of the principal investigator.
- (4) Period covered by the report.
- (5) Name and address of the recipient's institution.
- (6) Grant number.

(d) Progress Reports, Summaries of Research, and Educational Activity Reports shall be distributed as follows:

- (1) The original report, in both hard copy and electronic format, to the Technical Officer.
- (2) One copy to the NASA Grant Officer, with a notice to the Administrative

Grant Officer, (when administration of the grant has been delegated to ONR), that a report was sent.

(e) For Summaries of Research and published reports, one micro-reproducible copy shall also be sent to the NASA Center for AeroSpace Information (CASI), Attn: Document Processing Section, 7121 Standard Drive, Hanover, MD 21076.

[End of provision]

§ 1260.23 Extensions.

Extensions (October 2000)

(a) It is NASA policy to provide maximum possible continuity in funding grant-supported research and educational activities, therefore, grants may be extended for additional periods of time when necessary to complete work that was part of the original award. NASA generally only approves such extensions within funds already made available. Any extension that would require additional funding must be supported by a proposal submitted at least three months in advance of the expiration date of the grant.

(b) In accordance with §1260.125(e)(2), Recipients may extend the expiration date of a grant if additional time beyond the established expiration date is required to assure adequate completion of the original scope of work within the funds already made available. For this purpose, the recipient may make a one-time no-cost extension, not to exceed 12 months, prior to the established expiration date. Written notification of such an extension, with the supporting reasons, must be received by the NASA Grant Officer at least ten days prior to the expiration of the award. A copy of the extension must also be forwarded to cognizant Office of Naval Research office. NASA reserves the right to disapprove the extension if the requirements set forth at § 1260.125(e)(2) are not met.

(c) Requests for approval for all other no-cost extensions must be submitted in writing to the NASA Grant Officer. Copies are to be forwarded to the cognizant Office of Naval Research office.

[End of provision]

§ 1260.24 Termination and enforcement.

**Termination and Enforcement
(October 2000)**

Termination and enforcement conditions of this award are specified in §§ 1260.160 through 1260.162.

[End of provision]

§ 1260.25 Change in principal investigator or scope.

**Change in Principal Investigator or Scope
(October 2000)**

The following guidance is provided as an amplification to prior approval requirements set forth at §1260.125(c):

(a) The Recipient shall obtain the approval of the NASA Grant Officer for a change of the Principal Investigator, or for a significant absence of the Principal Investigator from the project, defined as a three month absence from the program or a 25 percent reduction in time devoted to the project. Significantly reduced availability of the services of the Principal Investigator(s) named in the grant instrument could be grounds for termination, unless alternative arrangements are made and approved in writing by the Grant Officer.

(b) Prior written approval is required from NASA if there is to be a significant change in the objective or scope.

[End of provision]

§ 1260.26 Financial management.

**Financial Management
(August 2003)**

(a) Advance payments through a Letter of Credit will be made by the Financial Management Office of the NASA Center assigned financial cognizance of the grant, using the Department of Health and Human Services' Payment Management System (DHHS/PMS), in accordance with procedures provided to the Recipient. The Recipient shall submit a Federal Cash Transactions Report (SF 272), and, when applicable, a Continuation Sheet (SF 272A) electronically to DHHS/PMS within 15 working days following the end of each Federal Fiscal quarter (i.e., December 31, March 31, June 30, and September 30). One Federal Cash Transactions Report shall be submitted for all grants financed under a letter of credit arrangement with each NASA Center.

(b) In addition, the Recipient shall submit a final SF 272 in paper form to NASA within 90 calendar days after the expiration date of the grant. The final SF 272 shall pertain only to the completed grant and shall include total disbursements from inception through completion. The report shall be marked "Final". The final SF 272 shall be submitted to the Financial Management Office, with a copy sent to the NASA Grant Officer.

(c) Unless otherwise directed by the Grant Officer, any unexpended balance of funds which remains at the end of any funding period, except the final funding period of the grant, shall be carried over to the next funding period, and may be used to defray costs of any funding period of the grant. This includes allowing the carry over of funds to the second and subsequent years of a multiple year grant. This provision also applies to subcontractors performing substantive work under the grant. For grant renewals, the estimated amount of unexpended funds shall be identified in the grant budget section of the Recipient's renewal proposal. NASA reserves the right to remove unexpended balances from grants when insufficient efforts have been made by the grantee to liquidate funding balances in a timely fashion.

[End of provision]

§ 1260.27 Equipment and other property.

Equipment and Other Property

(February 2004)

(a) NASA permits acquisition of special purpose and general purpose equipment specifically required for use exclusively for research activities.

(1) Acquisition of special purpose or general purpose equipment costing in excess of \$5,000 (unless a lower threshold has been established by the Recipient) and not included in the approved proposal budget, requires the prior approval of the NASA Grant Officer. Grant awards under the Federal Demonstration Partnership are exempt from this requirement. Requests to the NASA Grant Officer for the acquisition of equipment shall be supported by written documentation setting forth the description, purpose, and acquisition value of the equipment, and including a written certification that the equipment will be used exclusively for research, activities. (A change in the model number of a prior approved piece of equipment does not require resubmission for that item.)

(2) Special purpose and general purpose equipment costing in excess of \$5,000 (unless a lower threshold has been established by the Recipient) acquired by the recipient under a grant or cooperative agreement for the purpose of research shall be titled to the Recipient as "exempt" without further obligation to NASA, including reporting of the equipment, in accordance with § 1260.133(b). Special purpose or general purpose equipment costing in excess of \$5,000 (unless a lower threshold has been established by the Recipient) acquired by the Recipient under a grant or cooperative agreement for non-research work shall be titled to the Recipient in accordance with § 1260.134.

(3) Special purpose or general purpose equipment acquired by the Recipient with grant funds, valued under \$5,000 (unless a lower threshold is established by the Recipient) are classified as "supplies," do not require the prior approval of the NASA Grant Officer, shall vest in the Recipient and will be titled to the Recipient in accordance with § 1260.135.

(4) Grant funds may be expended for the acquisition of land or interests therein or for the acquisition and construction of facilities only under a facilities grant, as defined in § 1260.12(c)(4).

(b) The Recipient shall submit an annual Inventory Report, to be received no later than October 15 of each year, which lists all reportable (non-exempt equipment and/or Federally owned property) in its custody as of September 30. Negative responses for annual Inventory Reports (when there is no reportable equipment) are not required. A Final Inventory Report of Federally Owned Property, including equipment where title was taken by the Government, will be submitted by the Recipient no later than 60 days after the expiration date of the grant. Negative responses for Final Inventory Reports are required.

[End of provision]

§ 1260.28 Patent rights.

Patent Rights

(May 2006)

As stated at § 1260.136, this award is subject to the provisions of 37 CFR 401.3(a) which requires use of the standard clause set out at 37 CFR 401.14 "Patent Rights (Small Business Firms and Nonprofit Organizations)" and the following:

(a) Where the term "contract" or "Contractor" is used in the "Patent Rights" clause, the term shall be replaced by the term "grant" or "Recipient," respectively.

(b) In each instance where the term "Federal Agency," "agency," or "funding Federal agency" is used in the "Patent Rights" clause, the term shall be replaced by the term "NASA."

(c) The following item is added to the end of paragraph (f) of the "Patent Rights" clause:
“(5) The Recipient shall include a list of any Subject Inventions required to be disclosed during the preceding year in the performance report, technical report, or renewal proposal. A complete list (or a negative statement) for the entire award period shall be included in the summary of research.”

(d) The term "subcontract" in paragraph (g) of the "Patent Rights" clause shall include purchase orders.

(e) The NASA implementing regulation for paragraph (g)(2) of the "Patent Rights" clause is at 48 CFR 1827.304-4(a)(i).

(f) The following requirement constitutes paragraph (l) of the "Patent Rights" clause:

“(l) **Communications.** A copy of all submissions or requests required by this clause, plus a copy of any reports, manuscripts, publications or similar material bearing on patent matters, shall be sent to the Center Patent Counsel and the NASA Grant Officer in addition to any other submission requirements in the grant provisions. If any reports contain information describing a "subject invention" for which the recipient has elected or may elect to retain title, NASA will use reasonable efforts to delay public release by NASA or publication by NASA in a NASA technical series until an application filing date has been established, provided that the Recipient identify the information and the "subject invention" to which it relates at the time of submittal. If required by the NASA Grant Officer, the Recipient shall provide the filing date, serial number and title, a copy of the patent application, and a patent number and issue date for any "subject invention" in any country in which the Recipient has applied for patents.”

(g) *NASA Inventions.* NASA will use reasonable efforts to report inventions made by NASA employees as a consequence of, or which bear a direct relation to, the performance of specified NASA activities under this agreement and, upon timely request, will use reasonable efforts to grant the Recipient an exclusive, or partially exclusive, revocable, royalty-bearing license, subject to the retention of a royalty-free right of the Government to practice or have practiced the invention by or on behalf of the Government.

(h) In the event NASA contractors are tasked to perform work in support of specified activities under a cooperative agreement and inventions are made by Contractor employees, the Contractor will normally retain title to its employee inventions in accordance with 35 U.S.C. 202, 14 CFR Part 1245, and Executive Order 12591. In the event the Contractor decides not to pursue rights to title in any such invention and NASA obtains title to such inventions, NASA will use reasonable efforts to report such inventions and, upon timely request, will use reasonable efforts to grant the Recipient an exclusive, or partially exclusive, revocable, royalty-bearing license, subject to the retention of a royalty-free right of the Government to practice or have practiced the invention by or on behalf of the Government.

[End of provision]

§ 1260.29 Reserved.

§ 1260.30 Rights in data.

(The grant officer may revise the language under this provision to modify each party's rights based on the particular circumstances of the program and/or the recipient's need to protect specific proprietary information. Any modification to the standard language set forth under the provision requires the concurrence of the Center's Patent Counsel and that the provision be printed in full text.)

**Rights in Data
(August 2005)**

(a) *Fully Funded Efforts.*

(1) "Data" means recorded information, regardless of form, the media on which it may be recorded, or the method of recording, created under the grant or cooperative agreement. The term includes, but is not limited to, data of a scientific or technical nature, and any copyrightable work, including computer software and documentation thereof, in which the recipient asserts copyright, or for which copyright ownership was purchased, under the grant or cooperative agreement.

(2) The Recipient grants to the Federal Government, a royalty-free, nonexclusive and irrevocable license to use, reproduce, distribute (including distribution by transmission) to the public, perform publicly, prepare derivative works, and display publicly, data in whole or in part and in any manner for Federal purposes and to have or permit others to do so for Federal purposes only.

(3) In order that the Federal Government may exercise its license rights in data, the Federal Government, upon request to the Recipient, shall have the right to review and/or obtain delivery of data resulting from the performance of work under this grant, and authorize others to receive data to use for Federal purposes.

(b) *Cost Sharing and/or Matching Efforts.* When the Recipient cost shares with the Government on the effort, the following paragraph applies:

“(1) In the event data first produced by Recipient in carrying out Recipient’s responsibilities under an agreement is furnished to NASA, and Recipient considers such data to embody trade secrets or to comprise commercial or financial information which is privileged or confidential, and such data is so identified with a suitable notice or legend, the data will be maintained in confidence and disclosed and used by the Government and its Contractors (under suitable protective conditions) only for experimental, evaluation, research and development purposes, by or on behalf of the Government for an agreed to period of time, and thereafter for Federal purposes as defined in § 1260.30(a)(2).”

(c) For Cooperative Agreements the following paragraph applies:

“(1) As to data first produced by NASA in carrying out NASA’s responsibilities under a cooperative agreement and which data would embody trade secrets or would comprise commercial or financial information that is privileged or confidential if it has been obtained from the Recipient, such data will be marked with an appropriate legend and maintained in confidence for 5 years (unless a shorter period has been agreed to between the Government and Recipient) after development of the information, with the express understanding that during the aforesaid period such data may be disclosed and used (under suitable protective conditions) by or on behalf of the Government for Government purposes only, and thereafter for any purpose whatsoever without restriction on disclosure and use. Recipient agrees not to disclose such data to any third party without NASA’s written approval until the aforementioned restricted period expires.”

[End of provision]

§ 1260.31 National security.

National Security (October 2000)

Normally, NASA grants do not involve classified information. However, if it is known in advance that a grant involves classified information or if the work on the grant is likely to develop classified information, individuals performing on the grant who will have access to the information must obtain the appropriate security clearance in advance of performing on the grant, in accordance with NASA Policy Guidance (NPG) 1620.1, Security Procedures and Guidelines. When access to classified information is not originally anticipated in the performance of a grant, but such information is subsequently sought or potentially developed by the grant Recipient, the NASA Grant Officer who issued the grant shall be notified immediately, and prior to work under the grant proceeding, to implement the appropriate clearance requirements.

[End of provision]

§ 1260.32 Nondiscrimination.

Nondiscrimination (April 2004)

(a) To the extent provided by law and any applicable agency regulations, this award and any program assisted thereby are subject to the provisions of Title VI of the Civil Rights Act of 1964 (Public Law 88-352), Title IX of the Education amendments of 1972 (Public Law 92-318, 20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975 (Public Law 94-135), the implementing regulations issued pursuant thereto by NASA, and the assurance of compliance which the recipient has filed with NASA.

(b) The Recipient shall obtain from each organization that applies or serves as a subrecipient, Contractor or subcontractor under this award (for other than the provision of commercially available supplies, materials, equipment, or general support services) an assurance of compliance as required by NASA regulations.

(c) Work on NASA grants is subject to the provisions of Title VI of the Civil Rights Act of 1964 (Public Law 88-352; 42 U.S.C. 2000d-1), Title IX of the Education Amendments of 1972 (20 U.S.C. 1680 et seq.), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), and the NASA implementing regulations (14 CFR Parts 1250, 1251, 1252, and 1253).

[End of provision]

§ 1260.33 Subcontracts.

Subcontracts (October 2000)

(a) Recipients shall notify NASA when a subcontract award will be made that falls within the thresholds established at § 1260.144(e). When pre-award review of a subcontract is requested by the NASA Grant Officer in accordance with § 1260.144(e), the following specific documents will be made available to the NASA Grant Officer. (The Grant Officer can request additional documents):

- (1) A copy of the proposed subcontract.
- (2) The basis for subcontractor selection.
- (3) Justification for lack of competition when competitive bids or offers are not obtained.
- (4) The subcontract budget and basis for subcontract cost or price.

(b) The Recipient (with the exception of foreign organizations) shall utilize small business concerns, small disadvantaged business concerns, Historically Black Colleges and Universities, minority educational institutions, and women-owned small business concerns as subcontractors to the maximum extent practicable.

[End of provision]

§ 1260.34 Clean air and water.

Clean Air and Water (October 2000)

(Applicable only if the award exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)), and is listed by EPA, or if the award is not otherwise exempt).

The Recipient agrees to the following:

(a) Comply with applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. 7401 et seq.) and of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).

(b) Ensure that no portion of the work under this award will be performed in a facility listed on the Environmental Protection Agency (EPA) List of Violating Facilities on the date that this award was effective unless and until the EPA eliminates the name of such facility or facilities from such listings.

(c) Use its best efforts to comply with clean air standards and clean water standards at the facility in which the award is being performed.

(d) Insert the substance of the provisions of this clause into any nonexempt subaward or contract under the award.

(e) Report violations to NASA or to EPA.

[End of provision]

§ 1260.35 Investigative requirements.

Investigative Requirements

(January 2004)

(a) NASA reserves the right to perform security checks and to deny or restrict access to a NASA Center, facility, or computer system, or to NASA technical information, as NASA deems appropriate. To the extent the Recipient needs such access for performance of the work, the Recipient shall ensure that individuals needing such access provide the personal background and biographical information requested by NASA. Individuals failing to provide the requested information may be denied such access.

(b) All requests to visit a NASA Center or facility must be submitted in a timely manner in accordance with instructions provided by that Center or facility.

[End of provision]

§ 1260.36 Travel and transportation.

Travel and Transportation

(October 2000)

(a) The Fly American Act, 49 U.S.C. 1517, requires the Recipient to use U.S. flag air carriers for international air transportation of personnel and property to the extent that service by those carriers is available.

(b) Department of Transportation regulations, 49 CFR Part 173, govern Recipient shipment of hazardous materials and other items.

[End of Provision]

§ 1260.37 Safety.

Safety

(October 2000)

(a) The Recipient shall act responsibly in matters of safety and shall take all reasonable safety measures in performing under this grant or cooperative agreement. The Recipient shall comply with all applicable federal, state, and local laws relating to safety. The Recipient shall maintain a record of, and will notify the NASA Grant Officer immediately (within one workday) of any accident involving death, disabling injury or substantial loss of property in performing this grant or cooperative agreement. The Recipient will immediately (within one workday) advise NASA of hazards that come to its attention as a result of the work performed.

(b) Where the work under this grant or cooperative agreement involves flight hardware, the hazardous aspects, if any, of such hardware will be identified, in writing, by the Recipient. Compliance with this provision by subcontractors shall be the responsibility of the Recipient.

[End of Provision]

§ 1260.38 Drug-free workplace.

Drug-Free Workplace

(October 2000)

(a) Definitions. As used in this provision--

"**Controlled substance**" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 through 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Recipient in connection with a specific grant or cooperative agreement at which employees of the Recipient are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Recipient directly engaged in the performance of work under a Government grant or cooperative agreement. "Directly engaged" is defined to include all direct cost employees and any other Recipient employee who has other than a minimal impact or involvement in performance of the grant or cooperative agreement.

"Individual" means a Proposer/Recipient that has no more than one employee including the Proposer/Recipient.

(b) The Recipient, if other than an individual, shall--within 30 days after award (unless a longer period is agreed to in writing), or as soon as possible for grants and cooperative agreements of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Recipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Recipient's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs;

and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the grant or cooperative agreement with a copy of the statement required by paragraph (b)(1) of this provision;

(4) Notify such employees in writing in the statement required by paragraph (b)(1) of this provision that, as a condition of continued employment on the grant or cooperative agreement, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;

(5) Notify the Grant Officer in writing within 10 days after receiving notice under paragraph (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under paragraph (b)(4)(ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this provision.

(c) The Recipient, if an individual, agrees by acceptance of the grant or cooperative agreement, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance during performance.

(d) In addition to other remedies available to the Government, the Recipient's failure to comply with the requirements of paragraph (b) or (c) of this provision may render the Recipient subject to suspension of payments, termination of the grant or cooperative agreement, and suspension or debarment.

[End of provision]

§ 1260.39 Buy American encouragement.

Buy American Encouragement

(May 2003)

As stated in Section 319 of Public Law 106-391, the NASA Authorization Act of 2000, Recipients are encouraged to purchase only American-made equipment and products.

[End of Provision]

1260.40 Investigation of Research Misconduct.

Investigation of Research Misconduct

(May 2005)

Recipients of this grant or cooperative agreement are subject to the requirements of 14 CFR Part 1275, "Investigation of Research Misconduct."

[End of provision]

SPECIAL CONDITIONS

§ 1260.50 Special conditions.

(a) In addition to the provisions set forth in §§ 1260.21 through 1260.38, NASA grants and cooperative agreements are subject to special conditions, which either are not applicable to all awards or are temporary in nature. Examples are found in §§ 1260.51 through 1260.69, but NASA may impose other conditions as discussed in § 1260.114 or as the requirements dictate. Deviations are not required for changes made to special conditions.

(b) Special conditions will be printed in full text.

(c) In facilities grants, special conditions will be selected on a case-by-case basis. As appropriate, the requirements of the following sections will apply: § 1260.123(c), Cost Sharing or Matching; § 1260.125(h), Revision of Budget and Program Plans; and § 1260.132, Real Property.

(d) Research grants with foreign organizations will include special conditions at §§ 1260.59 through 1260.61, modified as necessary, when not covered under a Memorandum of Agreement (MOA). In addition, other special conditions (e.g., §§ 1260.62 through 1260.65) will be written with the aid of legal counsel, and added when necessary.

(e) Grants and cooperative agreements awarded by NASA to commercial organizations where cost sharing is not required shall incorporate the special conditions prescribed at § 1260.4.

§ 1260.51 Cooperative agreement special condition.

Cooperative Agreement Special Condition

(October 2000)

(a) This award is a cooperative agreement as 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:

(Reference the approved proposal that contains a detailed description of the work and insert a concise statement of the exact nature of the cooperative interactions that deals with existing facts and not contingencies.)

(b) The terms "grant" and "Recipient" mean "cooperative agreement" and "Recipient of cooperative agreement," respectively, wherever the terms appear in provisions and special 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 therefor.

§ 1260.52 Multiple year grant or cooperative agreement.

**Multiple Year Grant or Cooperative Agreement
(October 2000)**

This is a multiple year grant or cooperative agreement. Contingent on the availability of funds, scientific progress of the project, and continued relevance to NASA programs, NASA anticipates continuing support at approximately the following levels:

Second year \$_____, Anticipated funding date _____.

Third year \$_____, Anticipated funding date _____.

(Periods may be added or omitted, as applicable)

§ 1260.53 Incremental funding.

**Incremental Funding
(October 2000)**

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

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

§ 1260.54 Cost sharing.

**Cost Sharing
(October 2000)**

(a) NASA and the Recipient will share in providing the resources necessary to perform the agreement. NASA funding and non-cash contributions (personnel, equipment, facilities, etc.) and the dollar value of the Recipient's cash and/or non-cash contribution will be on a _____ percent NASA; _____ percent Recipient basis.

(b) The funding and non-cash contributions by both parties is represented by the following dollar amounts:

Government Share _____
Recipient Share _____
Total Amount _____

(c) Criteria and procedures for the allowability and allocability of cash and non-cash contributions shall be governed by § 1260.123, Cost Sharing or Matching. The applicable Federal cost principles are cited in § 1260.127.

(d) The Recipient's share shall not be charged to the Government under this agreement or under any other contract, grant, or cooperative agreement.

§ 1260.55 Reports substitution.

**Reports Substitution
(October 2000)**

Technical Reports may be substituted for the required Performance Reports. The title page of such reports shall clearly indicate that the substitution has been made and will show the period covered by the originally required Performance Report.

§ 1260.56 Withholding.

**Withholding
(August 2003)**

If a Recipient fails to comply with the project objectives, the terms and conditions of this award, or reporting requirements under this or previous NASA awards, NASA may withhold advance payments under this award including its augmentations, and may also withhold advance payments under future awards to the Recipient, pending correction of the deficiency by the Recipient. Upon determination that the deficiency has been corrected, the cognizant NASA Financial Management Office shall resume advance payments and release of previously withheld amounts after coordination with the Grant Officer.

§ 1260.57 New technology.

**New Technology
(October 2000)**

(a) Definitions.

"Administrator," as used in this special condition, means the Administrator of the National Aeronautics and Space Administration (NASA) or duly authorized representative.

"Grant," as used in this special condition, means any actual or proposed grant, cooperative agreement, understanding, or other arrangement, and includes any assignment, substitution of parties, or subcontract executed or entered into thereunder.

"Made," as used in this special condition, means conception or first actual reduction to practice; provided, that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of grant performance.

"Nonprofit organization," as used in this special condition, means a domestic university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)), or any domestic nonprofit scientific or educational organization qualified under a State nonprofit organization statute.

"Practical application," as used in this special condition, means to manufacture, in the case of a composition or product; to practice, in the case of a process or method; or to operate, in case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

"Reportable item," as used in this special condition, means any invention, discovery, improvement, or innovation of the grantee, whether or not patentable or otherwise protectable under Title 35 of the United States Code, made in the performance of any work under any NASA grant or in the performance of any work that is reimbursable under any provision in any NASA

grant providing for reimbursement of costs incurred before the effective date of the grant. Reportable items include, but are not limited to, new processes, machines, manufactures, and compositions of matter, and improvements to, or new applications of, existing processes, machines, manufactures, and compositions of matter. Reportable items also include new computer programs, and improvements to, or new applications of, existing computer programs, whether or not copyrightable or otherwise protectable under Title 17 of the United States Code.

"Small business firm," as used in this special condition, means a domestic small business concern as defined at 15 U.S.C. 632 and implementing regulations (see 13 CFR section 121.401 et seq.) of the Administrator of the Small Business Administration.

"Subject invention," as used in this special condition, means any reportable item which is or may be patentable or otherwise protectible under Title 35 of the United States Code, or any novel variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).

(b) Allocation of principal rights.

(1) Presumption of title.

(i) Any reportable item that the Administrator considers to be a subject invention shall be presumed to have been made in the manner specified in paragraph (1) or (2) of section 305(a) of the National Aeronautics and Space Act of 1958 (42 U.S.C. 2457(a)) (hereinafter called "the Act"), and that presumption shall be conclusive unless at the time of reporting the reportable item the Recipient submits to the Grant Officer a written statement, containing supporting details, demonstrating that the reportable item was not made in the manner specified in paragraph (1) or (2) of section 305(a) of the Act.

(ii) Regardless of whether title to a given subject invention would otherwise be subject to an advance waiver or is the subject of a petition for waiver, the Recipient may nevertheless file the statement described in paragraph (b)(1)(i) of this special condition. The Administrator will review the information furnished by the Recipient in any such statement and any other available information relating to the circumstances surrounding the making of the subject invention and will notify the Recipient whether the Administrator has determined that the subject invention was made in the manner specified in paragraph (1) or (2) of section 305(a) of the Act.

(2) Property rights in subject inventions. Each subject invention for which the presumption of paragraph (b)(1)(i) of this special condition is conclusive or for which there has been a determination that it was made in the manner specified in paragraph (1) or (2) of section 305(a) of the Act shall be the exclusive property of the United States as represented by NASA unless the Administrator waives all or any part of the rights of the United States, as provided in paragraph (b)(3) of this special condition.

(3) Waiver of rights.

(i) Section 305(f) of the Act provides for the promulgation of regulations by which the Administrator may waive the rights of the United States with respect to any invention or class of inventions made or that may be made under conditions specified in paragraph (1) or (2) of section 305(a) of the Act. The promulgated NASA Patent Waiver Regulations, 14 CFR Part 1245, subpart 1, have adopted the Presidential Memorandum on Government Patent Policy of February 18, 1983, as a guide in acting on petitions (requests) for such waiver of rights.

(ii) As provided in 14 CFR Part 1245, subpart 1, Recipients may petition, either prior to execution of the grant or within 30 days after execution of the grant, for advance waiver of rights to any or all of the inventions that may be made under a grant. If such a petition is not submitted, or if after submission it is denied, the Recipient (or an employee inventor of the Recipient) may petition for waiver of rights to an identified subject invention within eight months of first disclosure of the invention in accordance with paragraph (e)(2) of this special condition, or within such longer period as may be authorized in accordance with 14 CFR 1245.105.

(c) Minimum rights reserved by the Government.

(1) With respect to each subject invention for which a waiver of rights is applicable in accordance with 14 CFR Part 1245, subpart 1, the Government reserves--

(i) An irrevocable, nonexclusive, nontransferable, royalty-free license for the practice of such invention throughout the world by or on behalf of the United States or any foreign government in accordance with any treaty or agreement with the United States; and

(ii) Such other rights as stated in 14 CFR 1245.107.

(2) Nothing contained in this paragraph (c) shall be considered to grant to the Government any rights with respect to any invention other than a subject invention.

(d) Minimum rights to the Recipient.

(1) The Recipient is hereby granted a revocable, nonexclusive, royalty-free license in each patent application filed in any country on a subject invention and any resulting patent in which the Government acquires title, unless the Recipient fails to disclose the subject invention within the times specified in paragraph (e)(2) of this special condition. The Recipient's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Recipient is a party and includes the right to grant sublicenses of the same scope to the extent the Recipient was legally obligated to do so at the time the grant was awarded. The license is transferable only with the approval of the Administrator except when transferred to the successor of that part of the Recipient's business to which the invention pertains.

(2) The Recipient's domestic license may be revoked or modified by the Administrator to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with 37 CFR Part 404, Licensing of Government Owned Inventions. This license will not be revoked in that field of use or the geographical areas in which the Recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the Administrator to the extent the Recipient, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the Recipient will be provided a written notice of the Administrator's intention to revoke or modify the license, and the Recipient will be allowed 30 days (or such other time as may be authorized by the Administrator for good cause shown by the Recipient) after the notice to show cause why the license should not be revoked or modified. The Recipient has the right to appeal to the Administrator any decision concerning the revocation or modification of its license.

(e) Invention identification, disclosures, and reports.

(1) The Recipient shall establish and maintain active and effective procedures to assure that reportable items are promptly identified and disclosed to Recipient personnel responsible for the administration of this New Technology special condition within six months of conception and/or first actual reduction to practice, whichever occurs first in the performance of work under this grant. These procedures shall include the maintenance of laboratory notebooks or equivalent records and other records as are reasonably necessary to document the conception and/or the first actual reduction to practice of the reportable items, and records that show that the procedures for identifying and disclosing reportable items are followed. Upon request, the Recipient shall furnish the Grant Officer a description of such procedures for evaluation and for determination as to their effectiveness.

(2) The Recipient will disclose each reportable item to the Grant Officer within two months after the inventor discloses it in writing to Recipient personnel responsible for the administration of this New Technology special condition or, if earlier, within six months after the Recipient becomes aware that a reportable item has been made, but in any event for subject inventions before any on sale, public use, or publication of such invention known to the Recipient. The disclosure to the agency shall be in the form of a written report and shall identify the grant under which the reportable item was made and the inventor(s) or innovator(s). It shall be sufficiently

complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and physical, chemical, biological, or electrical characteristics of the reportable item. The disclosure shall also identify any publication, on sale, or public use of any subject invention and whether a manuscript describing such invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Recipient will promptly notify the agency of the acceptance of any manuscript describing a subject invention for publication or of any on sale or public use planned by the Recipient for such invention.

(3) The Recipient shall furnish the Grant Officer the following:

(i) Interim reports every 12 months (or such longer period as may be specified by the Grant Officer) from the date of the grant, listing reportable items during that period, and certifying that all reportable items have been disclosed (or that there are no such inventions) and that the procedures required by paragraph (e)(1) of this special condition have been followed.

(ii) A final report, within 3 months after completion of the grant work, listing all reportable items or certifying that there were no such reportable items, and listing all subcontracts at any tier containing a patent rights clause or certifying that there were no such subcontracts.

(4) The Recipient agrees, upon written request of the Grant Officer, to furnish additional technical and other information available to the Recipient as is necessary for the preparation of a patent application on a subject invention and for the prosecution of the patent application, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions.

(5) The Recipient agrees, subject to FAR 27.302(j), that the Government may duplicate and disclose subject invention disclosures and all other reports and papers furnished or required to be furnished pursuant to this special condition.

(f) Examination of records relating to inventions.

(1) The Grant Officer or any authorized representative shall, until 3 years after final payment under this grant, have the right to examine any books (including laboratory notebooks), records, and documents of the Recipient relating to the conception or first actual reduction to practice of inventions in the same field of technology as the work under this grant to determine whether--

(i) Any such inventions are subject inventions;

(ii) The Recipient has established and maintained the procedures required by paragraph (e)(1) of this special condition; and

(iii) The Recipient and its inventors have complied with the procedures.

(2) If the Grant Officer learns of an unreported Recipient grantee invention that the Grant Officer believes may be a subject invention, the Recipient may be required to disclose the invention to the agency for a determination of ownership rights.

(3) Any examination of records under this paragraph will be subject to appropriate conditions to protect the confidentiality of the information involved.

(g) Withholding of payment (this paragraph does not apply to subcontracts).

(1) Any time before final payment under this grant, the Grant Officer may, in the Government's interest, withhold payment until a reserve not exceeding \$50,000 or 5 percent of the amount of this grant, whichever is less, shall have been set aside if, in the Grant Officer's opinion, the Recipient fails to--

(i) Establish, maintain, and follow effective procedures for identifying and disclosing reportable items pursuant to paragraph (e)(1) of this special condition;

(ii) Disclose any reportable items pursuant to paragraph (e)(2) of this special condition;

(iii) Deliver acceptable interim reports pursuant to paragraph (e)(3)(i) of this special condition; or

(iv) Provide the information regarding subcontracts pursuant to paragraph (h)(4) of this special condition.

(2) Such reserve or balance shall be withheld until the Grant Officer has determined that the Recipient has rectified whatever deficiencies exist and has delivered all reports, disclosures, and other information required by the grant.

(3) Final payment under the grant shall not be made before the Recipient delivers to the Grant Officer all disclosures of reportable items required by paragraph (e)(2) of this special condition, and an acceptable final report pursuant to paragraph (e)(3)(ii) of this special condition.

(4) The Grant Officer may decrease or increase the sums withheld up to the maximum authorized in paragraph (g)(1) of this special condition. No amount shall be withheld under this paragraph while the amount specified by this paragraph is being withheld under other provisions of the grant. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government rights.

(h) Subcontracts.

(1) Unless otherwise authorized or directed by the Grant Officer, the Recipient shall--

(i) Include the clause at NASA FAR Supplement (NFS) 1852.227-70, New Technology, (suitably modified to identify the parties) in any subcontract hereunder (regardless of tier) with other than a small business firm or nonprofit organization for the performance of experimental, developmental, or research work; and

(ii) Include the clause at FAR 52.227-11 (suitably modified to identify the parties) in any subcontract hereunder (regardless of tier) with a small business firm or nonprofit organization for the performance of experimental, developmental, or research work.

(2) In the event of a refusal by a prospective subcontractor to accept such a clause the Recipient--

(i) Shall promptly submit a written notice to the Grant Officer setting forth the subcontractor's reasons for such refusal and other pertinent information that may expedite disposition of the matter; and

(ii) Shall not proceed with such subcontract without the written authorization of the Grant Officer.

(3) In the case of subcontracts at any tier, the agency, subcontractor, and Recipient agree that the mutual obligations of the parties created by this special condition constitute a contract between the subcontractor and NASA with respect to those matters covered by this grant.

(4) The Recipient shall promptly notify the Grant Officer in writing upon the award of any subcontract at any tier containing a patent rights clause by identifying the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Grant Officer, the Recipient shall furnish a copy of such subcontract, and, no more frequently than annually, a listing of the subcontracts that have been awarded.

(5) The subcontractor will retain all rights provided for the Recipient in paragraph (h)(1)(i) or (ii) of this special condition, whichever is included in the subcontract, and the Recipient will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(i) Preference for United States industry. Unless provided otherwise, no Recipient that receives title to any subject invention and no assignee of any such Recipient shall grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement may be waived by the Administrator upon a showing by the Recipient or assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

§ 1260.58 Designation of new technology representative and patent representative.

**Designation of New Technology Representative and Patent
Representative
(October 2000)**

(a) For purposes of administration of the special condition of this grant entitled "New Technology," the following named representatives are hereby designated by the Grant Officer to administer such special condition:

<u>Title</u>	<u>Office Code</u>	<u>Address (including zip code)</u>
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 special condition, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative 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 special condition shall be included in any subcontract hereunder requiring a "New Technology" provision or "Patent Rights--Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Grant Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

§ 1260.59 Choice of law.

**Choice of Law
(October 2000)**

The rights and obligations of the parties to the grant (or cooperative agreement) shall be ascertainable by recourse to the laws of the United States of America. However, it is understood that the laws of the Recipient's country will generally apply to recipient activities within that country.

§ 1260.59A Invention reporting and rights.

**Invention Reporting and Rights
(October 2000)**

(a) As used in this provision:

(1) The term "invention" means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).

(2) The term "made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(b) The Recipient shall report promptly to the grant officer each invention made in the performance of work under this grant. The report of such invention shall –

(1) Identify the inventor(s) by full name; and

(2) Include such full and complete technical information concerning the invention as is necessary to enable an understanding of the nature and operation thereof.

(c) Reporting shall be made on NASA Form 1679 Disclosure of Invention and New Technology (Including Software).

(d) The Recipient hereby grants to the Government of the United States of America, as represented by the Administrator of the National Aeronautics and Space Administration, the full rights, title, and interest in and to each such invention throughout the world.

§ 1260.60 Public information.

**Public Information
(October 2000)**

Information regarding this grant (including a copy of this award document) may be released by the Recipient without restriction. However, technical information relating to work performed under this grant where there was a NASA contribution should be released by the Recipient only after consultation with the NASA Technical Officer.

§ 1260.61 Allocation of risk/liability.

**Allocation of Risk/Liability
(October 2000)**

(a) With respect to activities undertaken under this agreement, the Recipient agrees not to make any claim against NASA or the U.S. Government with respect to the injury or death of its employees or its contractors and subcontractor employees, or to the loss of its property or that of its Contractors and subcontractors, whether such injury, death, damage or loss arises through negligence or otherwise, except in the case of willful misconduct.

(b) In addition, the Recipient agrees to indemnify and hold the U.S. Government and its Contractors and subcontractors harmless from any third party claim, judgment, or cost arising from the injury to or death of any person, or for damage to or loss of any property, arising as a result of its possession or use of any U.S. Government property.

§ 1260.62 Payment--to foreign organizations.

Payment--To Foreign Organizations

(For grants or cooperative agreements with foreign organizations, this clause will be developed on a case-by-case basis.)

§ 1260.63 Customs clearance and visas.

Customs Clearance and Visas

(For grants or cooperative agreements with foreign organizations, this clause will be developed on a case-by-case basis.)

§ 1260.64 Taxes.

Taxes

(For grants or cooperative agreements with foreign organizations, this clause will be developed on a case-by-case basis.)

§ 1260.65 Exchange of technical data and goods.

Exchange of Technical Data and Goods

(For grants or cooperative agreements with foreign organizations, this clause will be developed on a case-by-case basis.)

§ 1260.66 Listing of reportable equipment and other property.

**Listing of Reportable Equipment and Other Property
(October 2000)**

(a) Title to federally-owned property provided to the Recipient remains vested in the Federal Government, and shall be managed in accordance with § 1260.133. The following items of federally-owned property are being provided to the recipient for use in performance of the work under this grant or cooperative agreement:

{List property or state "not applicable."}

(b) The following specific items of equipment acquired by the Recipient have been identified by NASA for transfer of title to the Government when no longer required for performance under this grant or cooperative agreement. This equipment will be managed in accordance with §

1260.134, and shall be transferred to NASA or NASA's designee in accordance with the procedures set forth at § 1260.134(g):

{List property or state "not applicable." }

**§ 1260.67 Equipment and other property under grants with commercial firms.
Equipment and Other Property Under Grants with Commercial Firms
(February 2004)**

(a) This grant permits acquisition of special purpose equipment required for the conduct of research. Acquisition of special purpose equipment costing in excess of \$5,000 and not included in the approved proposal budget requires the prior approval of the Grant Officer unless the item is merely a different model of an item shown in the approved proposal budget.

(b) Recipients may not purchase, as a direct cost to the grant, items of general purpose equipment, examples of which include but are not limited to office equipment and furnishings, air conditioning equipment, reproduction and printing equipment, motor vehicles, and automatic data processing equipment. If the Recipient requests an exception, the Recipient shall submit a written request for Grant Officer approval, prior to purchase by the Recipient, stating why the Recipient cannot charge the general purpose equipment to indirect costs.

(c) Under no circumstances shall grant funds be used to acquire land or any interest therein, to acquire or construct facilities (as defined in 48 CFR (FAR) 45.301), or to procure passenger carrying vehicles.

(d) The Government shall have title to equipment and other personal property acquired with Government funds. Such property shall be disposed of pursuant to 48 CFR (FAR) 45.603.

(e) Title to Government furnished equipment (including equipment, title to which has been transferred to the Government prior to completion of the work) will remain with the Government.

(f) The Recipient shall establish and maintain property management standards for Government property and otherwise manage such property as set forth in 48 CFR (FAR) 45.5 and 48 CFR (NFS) 1845.5.

(g) Recipients shall submit annually a NASA Form 1018, NASA Property in the Custody of Contractors, in accordance with the instructions on the form, the provisions of 48 CFR (NFS) 1845.71 and any supplemental instructions that may be issued by NASA for the current reporting period. The original NF 1018 shall be submitted to the center Deputy Chief Financial Officer (Finance) with three copies sent concurrently to the center Industrial Property Officer. The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 15. Negative reports (i.e. no reportable property) are required. The information contained in the reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 15. A final report is required within 30 days after expiration of the agreement.

(h) The requirements set forth in this special condition supercedes grant provision § 1260.27, Equipment and Other Property.

**§ 1260.68 Invoices and payments under grants with commercial firms.
Invoices and Payments Under Grants With Commercial Firms
(October 2000)**

(a) Invoices for payment of actual incurred costs shall be submitted by the Recipient no more frequently than on a _____ basis.

(b) Invoices shall be submitted by the Recipient to the following offices:

(1) The original invoice shall be sent directly to the payment office designated on the grant cover page.

(2) Copies of the invoice shall be sent to the NASA Technical Officer and NASA Grant Officer.

(c) All invoices shall reference the grant number.

(d) The final invoice shall be marked "Final" and shall be submitted within 90 days of the expiration of the grant.

(e) The requirements set forth in this special condition supercedes grant provision § 1260.26, Financial Management.

§ 1260.69 Electronic funds transfer payment methods.

Electronic Funds Transfer Payment Methods

(October 2000)

(a) Payments under this grant will be made by the Government by electronic funds transfer through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH), at the option of the Government. After award, but no later than 14 days before an invoice is submitted, the Recipient shall designate a financial institution for receipt of electronic funds transfer payments, and shall submit this designation to the Grant Officer or other Government official, as directed.

(b) For payment through FEDLINE, the Recipient shall provide the following information:

(1) Name, address, and telegraphic abbreviation of the financial institution receiving payment.

(2) The American Bankers Association 9-digit identifying number for wire transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communication System.

(3) Payee's account number at the financial institution where funds are to be transferred.

(4) If the financial institution does not have access to the Federal Reserve Communications System, name, address, and telegraphic abbreviation of the correspondent financial institution through which the financial institution receiving payment obtains wire transfer activity. Provide the telegraphic abbreviation and American Bankers Association identifying number for the correspondent institution.

(c) For payment through ACH, the Recipient shall provide the following information:

(1) Routing transit number of the financial institution receiving payment (same as American Bankers Association identifying number used for FEDLINE).

(2) Number of account to which funds are to be deposited.

(3) Type of depositor account ("C" for checking, "S" for savings).

(4) If the Recipient is a new enrollee to the ACH system, a "Payment Information Form," SF 3881, must be completed before payment can be processed.

(d) In the event the Recipient, during the performance of this grant, elects to designate a different financial institution for the receipt of any payment made using electronic funds transfer procedures, notification of such change and the required information specified above must be received by the appropriate Government official 30 days prior to the date such change is to become effective.

(e) The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the Recipient official authorized to provide it, as well as the Recipient's name and contract number.

(f) Failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

(g) The requirements set forth in this special condition supercedes grant provision § 1260.26, Financial Management.

POST-AWARD REQUIREMENTS

§ 1260.70 Delegation of administration.

(a) If a grant or a cooperative agreement is awarded with Government-furnished property, administration should be delegated to the Office of Naval Research (ONR). If a grant or cooperative agreement has no Government-furnished property, administration will normally be performed by the issuing Center or by the NASA Shared Service Center (NSSC). However, the grant officer or the NSSC grant administrator has the option to delegate administration to ONR and should do so when exceptional administrative issues are anticipated. Other administration duties may be assigned as listed on NF 1674. Exceptions to this policy are:

(1) Training grants will not be delegated.

(2) Grants of short duration (9 months or less) or low dollar value (\$50k or less) will normally not be delegated.

(3) Grant officers may waive specific administration requirements (as listed on NF 1674) in exceptional circumstances for individual grants. Exceptions to administration duties that are normally delegated must be justified and approved in writing by the Grant Officer, and made part of the file.

(4) Waiver of delegation of property administration duties that are to be instituted by a center as a standard practice constitutes a deviation to this handbook, and requires approval in accordance with § 1260.7.

(b) Grant and cooperative agreement administration delegations will be made by use of NF 1674 (Exhibit F to subpart A of this part 1260). When administration duties have been assigned to ONR, the NF 1674, the award document, and the approved budget will be sent to ONR in a single package (electronically, when possible).

(c) Upon acceptance of a delegation, ONR agrees to the following: ONR shall follow DoD property administration policies and procedures, plus the following NASA requirements:

(1) The recipient shall maintain property records and manage nonexpendable personal property in accordance with 14 CFR 1260.134. During Property Control System Analyses (PCSA), ONR will check the recipient's understanding and test compliance of property management requirements, including the accuracy of recipient property reports. ONR will provide one copy of each PCSA Report to the appropriate NASA center industrial property officer.

(2) ONR will investigate and notify NASA as appropriate for any unauthorized property acquisitions by the recipient. See the provision at § 1260.27.

(3) ONR will notify the cognizant grant officer and industrial policy officer when property is lost, damaged or destroyed.

(4) Under no circumstances will Government property be disposed without instructions from NASA.

(5) Prior to disposition, except when returned to NASA or reutilized on other NASA programs, ONR will ensure all NASA identifications are removed or obliterated from property, and hard drives of computers are cleared of sensitive or NASA owned/licensed software/data.

§ 1260.71 Supplements and renewals.

(a) A NASA grant officer can unilaterally make minor or administrative changes to a grant; e.g., Reports Substitution (§ 1260.55) and Withholding (§ 1260.56).

(b) To ensure timely completion and closeout of grants, renewal proposals to continue the same effort at the same institution that are accepted for award by NASA will be awarded as new grants versus continuation of the existing grant.

(1) When work under a grant is to be continued through an extension, or through a renewal of the work under a new grant, the continuation effort should be instituted concurrent with the original expiration date. When possible, the period of performance should be continuous with the prior grant period of performance. The extension or a renewal of a grant (see § 1260.13(a))

beyond the original expiration date is a unilateral decision by NASA based upon availability of funds, continued research relevance, and progress made by the recipient.

(2) To insure uninterrupted programs, the technical office should forward to the grant office a completed award package, including a funded procurement request, technical evaluation of the proposed budget, and other support documentation, at least 29 days before the expiration of the funded period.

(c) Requests by the recipient to have a grant modified must be in writing to the grant officer. Prior approvals and changes are detailed in § 1260.125.

(d) A no-cost extension can be issued by the recipient as detailed in paragraph (b) of the provision at § 1260.23, Extensions, and § 1260.125(e). NASA reserves the right to disapprove the extension request if the requirements set forth at § 1260.125(e)(2) are not met, including if the extension request is not received ten days prior to the grant expiration date.

(e) When two or more actions are completed on a single supplement, the supplement will reflect the effective date of the earliest action.

§ 1260.72 Adherence to original budget estimates.

(a) Although NASA assumes no responsibility for budget overruns, the recipient may spend grant funds without strict adherence to individual allocations within the proposed budgets, except that recipients must comply with prior approval requirements for property and subcontracts as provided in §§ 1260.27 and 1260.33.

(b) The revision of budgets and program plans are covered in § 1260.125.

§ 1260.73 Transfers, novations, and change of name agreements.

(a) When the principal investigator changes organizational affiliation and desires support for the research at a new location, (i.e., for the grant to be transferred), the grant officer should first consult with the institution that originally received the grant to ascertain whether an acceptable replacement principal investigator can be substituted to complete the research effort. The final decision on whether an acceptable replacement is available, or that the research effort should follow the original principal investigator to the new location, is at the discretion of the NASA technical Officer. If the decision is made to transfer the grant, the grant at the original institution must be terminated, and a new proposal must be submitted to NASA via the appropriate officials of the new institution. Although such a proposal will be reviewed in the normal manner, every effort will be made to expedite a decision. Regardless of the action taken on the new proposal, final reports on the original grant, describing the scientific progress and expenditure to date, will be required.

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

§ 1260.74 Property use, disposition, and vesting of title.

(a) Approval for acquisition of property shall conform to the following procedures:

(1) Providing existing government equipment or property, or allowing acquisition of property by a grant recipient, should only be allowed in situations where the recipient justifies

the need for the property and cannot carry out the effort with existing property already in the possession of the recipient.

(2) In accordance with OMB Circulars A-21 and A-122, prior approval of property acquisitions is required for special purpose equipment with a unit cost over \$5,000, general purpose equipment with a unit cost over \$5,000, (unless a lower threshold has been established by the recipient), or coherent systems (as defined in § 1260.74(e)) with a value of over \$5,000. Grant awards under the Federal Demonstration Partnership are exempt from this requirement. The NASA grant officer will retain authority for approving the expenditure of grant funds for the acquisition of such equipment. Requests by grant recipients for the acquisition of equipment shall be supported by written documentation setting forth the description, purpose, and acquisition value of the equipment, and include a written certification that the equipment will be used exclusively for research. (A change in the model number of a prior approved piece of equipment does not require re-submission for that item.) NASA grant officers shall not approve the expenditure of grant funds for the acquisition of equipment unless the recipient's justification for the equipment demonstrates that the equipment will be used exclusively for research activities.

(b) Vesting of title to property acquired by the recipient shall conform to the following procedures:

(1) For awards to educational institutions and non-profit organizations, special purpose and general purpose equipment costing in excess of \$5,000 (unless a lower threshold has been established by the recipient) acquired by the recipient under a grant or cooperative agreement for the purpose of research shall be titled to the recipient as "exempt" equipment as set forth at § 1260.133(b). The recipient shall have no further obligation or accountability to the Federal Government for the use or disposition of "exempt" property, including reporting requirements. Special purpose and general purpose equipment costing in excess of \$5,000 (unless a lower threshold has been established by the recipient) acquired by the recipient under a grant or cooperative agreement for non-research work shall be titled to the recipient in accordance with § 1260.134.

(2) For awards to commercial organizations, the following property procedures will apply:

(i) Acquisition of special purpose equipment costing in excess of \$5,000 and not included in the approved proposal budget requires the prior approval of the grant officer unless the item is merely a different model of an item shown in the approved proposal budget.

(ii) Recipients may not purchase, as a direct cost to the grant, items of general purpose equipment, examples of which include but are not limited to office equipment and furnishings, air conditioning equipment, reproduction and printing equipment, motor vehicles, and automatic data processing equipment. If the recipient requests an exception, the recipient shall submit a written request for grant officer approval, prior to purchase by the recipient, stating why the recipient cannot charge the general purpose equipment to indirect costs.

(iii) Under no circumstances shall grant funds be used to acquire land or any interest therein, to acquire or construct facilities (as defined in 48 CFR (FAR) 45.301), or to procure passenger carrying vehicles.

(iv) The Government shall have title to equipment and other personal property acquired with Government funds. Such property shall be disposed of pursuant to 48 CFR (FAR) 45.603.

(v) Title to Government furnished equipment (including equipment, title to which has been transferred to the Government prior to completion of the work) will remain with the Government.

(vi) The Recipient shall establish and maintain property management standards for Government property and otherwise manage such property as set forth in 48 CFR (FAR) 45.5 and 48 CFR (NFS) 1845.5.

(vii) Recipients shall submit annually a NASA Form 1018, NASA Property in the Custody of Contractors, in accordance with the instructions on the form, the provisions of 48

CFR (NFS) 1845.71 and any supplemental instructions that may be issued by NASA for the current reporting period. The original NF 1018 shall be submitted to the center Deputy Chief Financial Officer, Finance, with three copies sent concurrently to the center industrial property officer. The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 15.

Negative reports (i.e. no reportable property) are required. The information contained in the reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 15. A final report is required within 30 days after expiration of the agreement. Negative reports (i.e. no reportable property) are required. The information contained in the reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 31. A final report is required within 30 days after expiration of the agreement.

(c) Equipment with a unit price of \$5,000 or less (unless a lower threshold has been established by the recipient) is properly classified as “supplies,” is not subject to transfer to the Agency, and will be titled to the recipient in accordance with § 1260.135.

(d) Title to Federally-owned property remains with the Government, and is subject to the following additional requirements:

(1) In accordance with Public Law 94-519, NASA will not acquire property from other agencies for use on NASA grants.

(2) Government property provided to a grant recipient for use under a grant will be identified through inclusion of the special condition at § 1260.66, Listing of Reportable Equipment and Other Property.

(3) When Federally-owned property is reported excess by a recipient, the administrative grant officer will report the equipment to the center industrial property officer, who will consult with the technical officer concerning property disposition.

(4) NASA policy encourages the donation of existing, excess NASA property to nonprofit organizations whose primary purpose is the conduct of scientific research.

(e) When two or more components are fabricated into a single coherent system in such a way that the components lose their separate identities, and their separation would render the system useless for its original purpose, the components will be considered as integral parts of a single system. If such a system includes recipient-owned components, the property will be considered to be exempt. The requirement for agreement regarding NASA's retention of its option to take title shall further apply where it is expected that one or more recipient-acquired components costing \$5,000 or less will be fabricated into a single coherent system costing in excess of \$5,000. However, an item that is used ancillary to a system, without loss of its separate identity and usefulness, will be considered as a separate item and not as an integral component of the system.

(f) Property administration and plant clearance for all grants and cooperative agreements will be delegated to the appropriate ONR office.

(g) NASA grant officers will provide copies of property related grant documentation to the center industrial property officer and to the Office of Naval Research (at time of award or modification) when the NASA program office elects to retain title to an existing item of Government property, to furnish the property to the recipient in lieu of donation, or to take title to property acquired by the recipient. When NASA acquires title to items of recipient acquired equipment or when NASA transfers an item of Government property to a recipient as Federally owned property, the NASA grant officer shall notify the cognizant NASA center financial management officer, the industrial property officer and Office of Naval Research to ensure proper entries in financial and property accounting records.

§ 1260.75 Summary of report requirements.

(a) Intermediate report responsibilities of the recipient are as follows:

(1) The Federal Cash Transactions Report (SF 272) shall be submitted by the recipient, in accordance with § 1260.26, as a condition of receiving advance payments. Instructions and answers to payment questions will be provided by the NASA Financial Management Office of the Center that has been assigned financial cognizance of the grant. (See § 1260.152.)

(2) The annual Inventory Report of Federally Owned Property in Custody of the Recipient will be submitted by the recipient as required by § 1260.27(e). The listing shall include information specified in § 1260.134(f) together with beginning and ending dollar value totals for the reporting period. Negative reports (i.e., where no property has been acquired or provided, or where all acquired property has been titled to the recipient as exempt) are not required. Please note that any property acquired by the recipient and not titled to the recipient as exempt, must be reported, even when titled to the recipient as non-exempt property in accordance with the procedures set forth at § 1260.134.

(3) A Progress Report shall be submitted in accordance with §§ 1260.22 and 1260.151. Recipients are not required to submit more than the original and two copies. At the request of the technical officer, technical reports can be submitted as new findings are made rather than on a predetermined time schedule, by use of the special condition at § 1260.55, entitled "Reports Substitution."

(4) An Educational Activity Report is required annually for education grants in accordance with § 1260.22. The report is due 60 days prior to the anniversary date of the grant or cooperative agreement.

(5) A Disclosure of Subject Invention or a Disclosure of Reportable Item is required, as applicable, in accordance with § 1260.28 for all grants and cooperative agreements (except Education and Training Grants) with educational institutions, nonprofit organizations and small businesses, and § 1260.57 for all grants and cooperative agreements (except Education and Training Grants) with large businesses, respectively. The reporting of a subject invention under § 1260.28 shall be made within two months after the inventor discloses it to the recipient. The reporting of a reportable item under § 1260.57 shall be made within two months after the inventor discloses it to the recipient or, if earlier, within six months after the recipient becomes aware that a reportable item has been made. Disclosures of subject inventions and reportable items will be reported using either the electronic or paper version of NASA Form 1679, "Disclosure of Invention and New Technology (Including Software)". Electronic disclosures may be submitted at the electronic New Technology Reporting web site (eNTRe) at: <http://invention.nasa.gov>.

(6) An Election of Title to a Subject Invention is required for all grants and cooperative agreements (except Education and Training Grants), as applicable, in accordance with § 1260.28. The notice is due within two years of disclosure of a subject invention being elected, except in any case where publication, on sale or public use of the subject invention being elected has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, notice is due at least 60 days prior to the end of the statutory period.

(7) An Interim Summary Report listing all subject inventions or reportable items required to be disclosed during the preceding year is required for all grants and cooperative agreements (except Education and Training Grants), in accordance with § 1260.28 or § 1260.57, respectively. The listing is due annually. Interim Summary Reports may be submitted electronically on the electronic New Technology Reporting web site (eNTRe) at: <http://invention.nasa.gov>.

(8) A Notification of Decision to Forego Patent Protection is required for all grants and cooperative agreements (except Education and Training Grants), as applicable, in accordance with § 1260.28. The notification is due not less than thirty days before the expiration of the response period required by the relevant patent office.

(9) A Utilization of Subject Invention Report is required for all grants and cooperative agreements (except Education and Training Grants) where the recipient has elected title to a subject invention in accordance with §1260.28. The report is due annually from the election date.

(10) An Annual NASA Form 1018, NASA Property in the Custody of Contractors, is required for all grants and cooperative agreements with commercial organizations. The reports are due October 31st of each year. Negative reports (i.e. no reportable property) are required.

(b) Final report responsibilities of the recipient are as follows:

(1) A Final Summary Report listing all subject inventions or reportable items, or certifying that there are none, is required for all grants and cooperative agreements (except Education and Training Grants), in accordance with § 1260.28 or § 1260.57, respectively. The report is due within 90 days after the expiration of the grant or cooperative agreement. The Final Summary Report may be submitted electronically on the electronic New Technology Reporting web site (eNTRe) at: <http://invention.nasa.gov>.

(2) A Final Federal Cash Transactions Report, SF 272, is required from the recipient for each grant, in accordance with §§ 1260.26 and 1260.152. The report is due within 90 calendar days after the expiration date of the grant or cooperative agreement.

(3) A Summary of Research is required for all research grants in accordance with § 1260.22. Citation of publications resulting from research, or abstracts thereof, may serve as all or part of the Summary of Research. The Summary of Research shall also include a complete list of all subject inventions (or negative statement) required to be disclosed that resulted from the work (see the provision at § 1260.28).

(4) A Final Inventory Report of Federally Owned Property, including equipment where title was taken by the Government, is required for all grants and cooperative agreements, where property or equipment has been provided by the government or acquired by the recipient, § 1260.27. The report is due within 60 days after the expiration of the grant or cooperative agreement. Negative reports (i.e., where no property has been acquired or provided) are required.

(5) A Final Educational Activity Report is required for all education grants or cooperative agreements. The report is due within 90 days after the expiration of the grant or cooperative agreement.

(6) A Faculty Advisor Survey is required for all training grants. The report is due from the student's faculty advisor within 60 days after the expiration of the training grant.

(7) A Summary of Research is required for all training grants. The report is due from the student within 90 days after the expiration of the training grant.

(8) An Administrative Report is required for all training grants. The report is due within 90 days after the expiration of the training grant.

(9) A Student Evaluation Form is required for all training grants. The form is due from the student within 90 days after the expiration of the training grant.

(10) A Final NASA Form 1018, NASA Property in the Custody of Contractors, is required for all grants and cooperative agreements with commercial organizations. The report is due within 30 days after the expiration of the grant or cooperative agreement.

(c) To clarify report requirements to grant and cooperative agreement recipients, the grant officer will include the "Required Publications and Reports" form (Exhibit G to subpart A of this Part 1260) as part of the award document.

§ 1260.76 Termination and enforcement.

(a) Suspension or termination of a grant prior to the planned expiration date must be reserved for exceptional situations that cannot be handled any other way (see § 1260.160).

(b) The Director, Contract Management Division, shall provide to the General Services Administration information concerning all NASA debarments, suspensions, determinations of ineligibility, and voluntary exclusions of persons in accordance with 2 CFR 180.505.

(c) Remedies for Noncompliance are delineated in § 1260.162.

(d) Failure of the recipient to provide a required report can result in the Agency and the public being denied information about grant activities, NASA officials having less information for making decisions, grant closeout being delayed, and confidence being undermined as to whether the recipient will meet the requirements under other grants. Because NASA grants provide for advance payments, a recipient could be fully paid before final reports are due. At this point, it is too late to withhold payment on the existing grant. Consistent with § 1260.122(h) and 1260.162(a), NASA may suspend or terminate advance payments from recipients that fail to comply with reporting requirements.

(e) To remedy failure to furnish timely reports, special condition at § 1260.56, Withholding, should be used when awarding a new grant or modifying an existing grant with non-responsive organizations. Special condition at § 1260.56 allows NASA to suspend or terminate advance payments under an institution's letter of credit pending receipt of the satisfactorily completed reports required in § 1260.75.

(f) The NASA Financial Management Office, notifying the Grant Officer, shall take action to either suspend or terminate a recipient's advance payments when --

(1) A recipient organization is unwilling or unable to establish a financial management system that meets the requirements of advance payments as evidenced by an audit report or failure to comply with the NASA requirements;

(2) A recipient organization is unwilling or unable to report, on an accurate and timely basis, cash disbursements or cash balances as required by NASA. Advance payments shall be temporarily suspended when two (2) successive quarterly reports are late or when two (2) reports are late in a fiscal year; or

(3) A recipient organization has demonstrated an unwillingness or inability to establish procedures that will minimize time elapsing between drawdowns and related disbursements.

(g) In addition to the situations delineated in paragraph (f) of this section, the NASA Grant Officer may direct the NASA Financial Management Office to either suspend or terminate a recipient's advance payments under circumstances where a recipient has otherwise failed to comply with the project objectives, the terms and conditions of the award, or NASA reporting requirements.

(h) The Financial Management Office (for the cases set forth in paragraph (f) of this section) or the Grant Officer (for all other cases) may resume advance payments and may release any previously withheld amounts when the recipient has taken corrective action that makes suspension or withholding no longer necessary. To release for payment amounts they have previously withheld, grant officers shall send a memorandum to the Financial Management Office. The Financial Management Office shall likewise coordinate any release of withheld payments with the grant officer.

§ 1260.77 RESERVED.

Exhibits

Exhibit A



BUDGET SUMMARY

NASA USE ONLY

FROM _____ TO _____ (performance period)

Recipient's Costs

	A	B	C
Direct Labor: (salaries, wages, fringe benefits)	\$3	\$4.00	\$
<u>Other Direct Costs:</u> Subcontracts Consultants Equipment Supplies Travel Other Other Other	1	1.00	
Facilities & Administrative Costs:	2		
Other Applicable Costs:	3	3.00	
SUBTOTAL – Estimated Costs:	\$ 9.00	\$8.00	0
Less: Proposed Cost Sharing (if any):	1		
Carryover Funds (if any) a. Anticipated amount: b. Amount used to reduce budget	3		
TOTAL ESTIMATED COST:	\$5.00	\$8.00	0
APPROVED BUDGET:	\$	\$	\$

Instructions

1. Provide a completed budget summary sheet for year one and separate estimates for each subsequent year.
2. Recipient's estimated costs should be entered in Column A. Columns B and C are for NASA use only. Column C represents the approved grant budget.
3. Provide as attachments detailed computations of estimates in each cost category with narratives required to fully explain proposed costs. See back page, Exhibit A.

NOTICE: INFORMATION CONTAINED ON THIS FORM IS NOT TO BE RELEASED OUTSIDE OF THE GOVERNMENT WITHOUT THE EXPRESS WRITTEN CONSENT OF THE RECIPIENT.

Back Page , Exhibit A Budget Summary

Exhibit A

SPECIFIC COSTS

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

Exhibit B


	National Aeronautics and Space Administration	<h1 style="margin: 0;">Research Grant</h1>																										
<i>NASA Grant and Cooperative Agreement Handbook Web Site: <http://ec.msfc.nasa.gov/hq/grcover.htm></i>																												
1. GRANT/COOPERATIVE AGREEMENT NUMBER	2. SUPPLEMENT NUMBER	3. EFFECTIVE DATE	4. COMPLETION DATE																									
5. ISSUED TO		6. ISSUED BY																										
7. TAXPAYER IDENTIFICATION NO. (TIN)		9. PRINCIPAL INVESTIGATOR																										
8. COMMERCIAL & GOVERNMENT ENTITY (CAGE) NO.																												
10. RESEARCH TITLE																												
11. PURPOSE																												
12. PERIOD OF PERFORMANCE (<i>Approximately</i>)																												
13. <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;"><u>AWARD HISTORY</u></td> <td style="width:50%;"></td> </tr> <tr> <td>PREVIOUS</td> <td align="right">\$</td> </tr> <tr> <td>THIS ACTION</td> <td align="right">\$</td> </tr> <tr> <td>TOTAL</td> <td align="right">\$</td> </tr> <tr> <td colspan="2"><u>FUNDING HISTORY</u></td> </tr> <tr> <td>PREVIOUS</td> <td align="right">\$</td> </tr> <tr> <td>THIS ACTION</td> <td align="right">\$</td> </tr> <tr> <td>TOTAL</td> <td align="right">\$</td> </tr> </table>	<u>AWARD HISTORY</u>		PREVIOUS	\$	THIS ACTION	\$	TOTAL	\$	<u>FUNDING HISTORY</u>		PREVIOUS	\$	THIS ACTION	\$	TOTAL	\$	14. NASA ACCOUNTING AND APPROPRIATION DATA											
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15. NASA POINTS OF CONTACT <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;"></td> <td style="width:20%; text-align: center;"><u>NAME</u></td> <td style="width:20%; text-align: center;"><u>MAIL STOP</u></td> <td style="width:20%; text-align: center;"><u>TELEPHONE</u></td> <td style="width:20%; text-align: center;"><u>E-MAIL ADDRESS</u></td> </tr> <tr> <td colspan="5">TECHNICAL OFFICER:</td> </tr> <tr> <td colspan="5">GRANT NEGOTIATOR:</td> </tr> <tr> <td colspan="5">GRANT ADMINISTRATOR:</td> </tr> <tr> <td colspan="5">PAYMENTS:</td> </tr> </table>					<u>NAME</u>	<u>MAIL STOP</u>	<u>TELEPHONE</u>	<u>E-MAIL ADDRESS</u>	TECHNICAL OFFICER:					GRANT NEGOTIATOR:					GRANT ADMINISTRATOR:					PAYMENTS:				
	<u>NAME</u>	<u>MAIL STOP</u>	<u>TELEPHONE</u>	<u>E-MAIL ADDRESS</u>																								
TECHNICAL OFFICER:																												
GRANT NEGOTIATOR:																												
GRANT ADMINISTRATOR:																												
PAYMENTS:																												
16. THIS AWARD IS MADE UNDER THE AUTHORITY OF 42 U.S.C. 2473(c)(5), 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, 14 CFR PART 1260 (GRANTS AND COOPERATIVE AGREEMENTS).																												
17. APPLICABLE STATEMENT(S), IF CHECKED: <input type="checkbox"/> NO CHANGE IS MADE TO EXISTING PROVISIONS <input type="checkbox"/> THE FEDERAL DEMONSTRATION PROJECT TERMS AND CONDITIONS AND THE NASA AGENCY-SPECIFIC REQUIREMENTS APPLY TO THIS GRANT		18. APPLICABLE ENCLOSURE(S), IF CHECKED: <input type="checkbox"/> PROVISIONS <input type="checkbox"/> SPECIAL CONDITIONS <input type="checkbox"/> REQUIRED PUBLICATIONS AND REPORTS																										
THE UNITED STATES OF AMERICA NATIONAL AERONAUTICS AND SPACE ADMINISTRATION																												
_____ , GRANT OFFICER		_____ AWARD DATE																										

Exhibit C

PROVISIONS

The following Provisions are incorporated by reference:

FULL TEXT REFERENCE	TITLE	DATE
§ 1260.21	Compliance With OMB Circular A-110	October 2000
§ 1260.22	Technical Publications and Reports	December 2003
§ 1260.23	Extensions	October 2000
§ 1260.24	Termination and Enforcement	October 2000
§ 1260.25	Change in Principal Investigator or Scope	October 2000
§ 1260.26	Financial Management	August 2003
§ 1260.27	Equipment and Other Property	February 2004
§ 1260.28	Patent Rights	May 2006
§ 1260.29	Reserved	
§ 1260.30	Rights in Data	August 2005
§ 1260.31	National Security	October 2000
§ 1260.32	Nondiscrimination	April 2004
§ 1260.33	Subcontracts	October 2000
§ 1260.34	Clean Air and Water	October 2000
§ 1260.35	Investigative Requirements	January 2004
§ 1260.36	Travel and Transportation	October 2000
§ 1260.37	Safety	October 2000
§ 1260.38	Drug-free workplace	October 2000
§ 1260.39	Buy American Encouragement	May 2003
§ 1260.40	Investigation of Research Misconduct	May 2005

Provisions incorporated by reference have the same force and effect as if they were given in full text. Source: 14 CFR Part 1260. Copies of Code of Federal Regulation volumes are available in many libraries and for purchase from the Superintendent of Documents, Government Printing Office, Washington, DC 20402. Copies of OMB Circulars referenced in the provisions may be

Exhibit C

obtained from the Office of Administration, Publications Unit, New Executive Office Building, Washington, DC 20503. An index of existing Circulars is contained in 5 CFR 1310.

Exhibit D

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION FEDERAL DEMONSTRATION PARTNERSHIP (FDP) IV AGENCY SPECIFIC REQUIREMENTS (January 2005)

Grants and Cooperative Agreements Updates:

<http://prod.nais.nasa.gov/portals/pl/documents/grants.html>

NASA Grant and Cooperative Agreement Handbook:

<http://prod.nais.nasa.gov/portals/pl/documents/grcover.html>

OMB Circulars: <http://www.whitehouse.gov/omb/circulars/index.html>

Article 1. Awards covered by FDP Terms and Conditions.

Research, education, and training grants to FDP members are covered by FDP terms and conditions. FDP terms and conditions do not apply to cooperative agreements, contracts, or other transactions with FDP members.

Article 2. Prior approval requirements not included in the general terms and conditions.

None.

Article 3. Unallowable direct costs aside from those in A-21/A-122.

None.

Article 4. Contact information for technical matters.

Questions regarding technical matters should be referred to the Technical Officer cited on the cover page of the grant.

Article 5. Contact information for administrative matters.

Questions regarding administrative matters should be referred to the Grant Administrator cited on the cover page of the grant.

Article 6. Contact information for intellectual property matters.

The address of the cognizant patent counsel office is set forth on the distribution list page of the Required Publications and Reports form, which is attached to the grant.

Exhibit D

Article 7. Revised budget requirements.

Revised budgets should be submitted in the same format as the original budget submission. Questions on budget format and content should be directed to the Grant Administrator.

Article 8. Technical Publications and Reports.

Technical reporting requirements are addressed in NASA's addendum to FDP General Terms and Conditions Section 51 "Monitoring and reporting program performance," set forth below.

Reference 14 CFR § 1260.22 Technical publications and reports (December 2003)

(a) NASA encourages the widest practicable dissemination of research results at any time during the course of the investigation.

(1) All information disseminated as a result of the grant shall contain a statement which acknowledges NASA's support and identifies the grant by number (e.g., "The material is based upon work supported by NASA under award No(s) GRNASM99G000001, etc.").

(2) Except for articles or papers published in scientific, technical, or professional journals, the exposition of results from NASA supported research should also include 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 the National Aeronautics and Space Administration."

(3) As a courtesy, any release of a NASA photograph or illustration should list NASA first on the credit line followed by the name of the Principal Investigator's Institution. An example follows:

"Photograph <or illustration, figure, etc> courtesy of NASA <or NASA Center managing the mission or program> and the <Principal Investigator's institution>."

(b) Reports shall be in the English language, informal in nature, and ordinarily not exceed three pages (not counting bibliographies, abstracts, and lists of other media). The recipient shall submit the following reports:

(1) A Progress Report for all but the final year of the grant. Each report is due 60 days before the anniversary date of the grant and shall briefly describe what was accomplished during the reporting period as outlined in § 1260.151(d). A special condition specifying more frequent reporting may be required.

(2) A Summary of Research (or Educational Activity Report in the case of Education Grants) is due within 90 days after the expiration date of the grant, regardless of whether or not support is continued under another grant. This report shall be a comprehensive summary of significant accomplishments during the duration of the grant.

(c) Progress Reports, Summaries of Research, and Educational Activity Reports shall include the following on the first page:

Exhibit D

- (1) Title of the grant.
- (2) Type of report.
- (3) Name of the principal investigator.
- (4) Period covered by the report.
- (5) Name and address of the recipient's institution.
- (6) Grant number.

(d) Progress Reports, Summaries of Research, and Educational Activity Reports shall be distributed as follows:

(1) The original report, in both hard copy and electronic format, to the Technical Officer.

(2) One copy to the NASA Grant Officer, with a notice to the Administrative Grant Officer (when administration of the grant has been delegated to ONR), that a report was sent.

(e) For Summaries of Research and published reports, one micro-reproducible copy shall also be sent to the NASA Center for AeroSpace Information (CASI), Attn: Document Processing Section, 7121 Standard Drive, Hanover, MD 21076.

Article 9. Financial reporting.

Financial reporting requirements are addressed in NASA's addendum to FDP General Terms and Conditions Section 52 "Financial reporting," set forth below.

Reference 14 CFR § 1260.26 Financial management (August 2003)

(a) Advance payments through a Letter of Credit will be made by the Financial Management Office of the NASA Center assigned financial cognizance of the grant, using the Department of Health and Human Services' Payment Management System (DHHS/PMS), in accordance with procedures provided to the recipient. The recipient shall submit Federal Cash Transaction Report (SF 272) and, when applicable, a Continuation Sheet (SF 272A) electronically to DHHS/PMS within 15 working days following the end of each Federal Fiscal quarter (i.e., December 31, March 31, June 30, and September 30). One Federal Cash Transactions Report shall be submitted for all grants financed under a letter of credit arrangement with each NASA Center.

(b) In addition, the Recipient shall submit a final SF 272 in paper form to NASA within 90 calendar days after the expiration date of the grant. The final SF 272 shall pertain only to the completed grant and shall include total disbursements from inception through completion. The report shall be marked "Final". The final SF 272 shall be submitted to the Financial Management Office, with a copy sent to the NASA Grant Officer.

(c) Unless otherwise directed by the Grant Officer, any unexpended balance of funds which remains at the end of any funding period, except the final funding period of the grant, shall be carried over to the next funding period, and may be used to defray costs of any funding period of the grant. This includes allowing the carry over of funds to the second and subsequent years of a multiple year grant. This provision also applies to subcontractors performing substantive work under the grant. For grant renewals, the estimated amount of unexpended funds shall be identified in the grant budget section of the Recipient's renewal proposal. NASA reserves the right to remove unexpended

Exhibit D

balances from grants when insufficient efforts have been made by the grantee to liquidate funding balances in a timely fashion.

Article 10. Incremental funding actions.

No additional documentation is required to trigger an increment; however, non-compliance with reporting requirements or unacceptable expenditure rates reported on NASA Form 272 Cash Transaction Report may delay incremental funding, but not without prior discussion with recipient.

NASA ADDENDA TO FDP GENERAL TERMS AND CONDITIONS

FDP ARTICLES

11. Payments.

12. Revision of program and budget plans.

13. Equipment.

14. Intangible property.

15. Security Requirements.

16. Safety.

17. Buy American Encouragement.

Article 11. Payments.

Refer to **Article 9 Financial reporting.**

Article 12. Revision of program and budget plans.

Paragraph 25(e)(4) of the Article is revised as follows: If uncommitted carry-over funds are likely to be substantial, the estimated amount shall be included in any continuation proposal.

Paragraph 25(m) of the Article is revised as follows: Any extension that would require additional funding must be supported by a proposal submitted at least three months in advance of the expiration date of the grant.

Article 13. Equipment.

Reference 14 CFR § 1260.27 Equipment and other property (February 2004)

(a) On an exceptional basis, NASA permits acquisition of special purpose and general purpose equipment specifically required for use exclusively for research activities.

(b) The recipient shall submit an annual Inventory Report, to be received no later than October 15 of each year, which lists all reportable (non-exempt equipment and/or Federally owned property) in its custody as of September 30. Negative responses for annual Inventory Reports (when there is no reportable equipment) are not required. A

Exhibit D

Final Inventory Report of Federally Owned Property, including equipment where title was taken by the Government, will be submitted by the recipient no later than 60 days after the expiration date of the grant. Negative responses for Final Inventory Reports are required.

(1) All reports will include the information listed in paragraph (f)(1) of § 1260.134, Equipment. No specific report form or format is required, provided that all necessary information set forth at § 1260.134(f)(1) is provided.

(2) The original of each report shall be submitted to the Center Deputy Chief Financial Officer, Finance (DCFO(F)). Copies shall be furnished to the Center Industrial Property Officer and to ONR.

Article 14. Intangible property.

Reference 14 CFR § 1260.28 Patent rights (October 2000)

As stated at § 1260.136, this award is subject to the provisions of 37 CFR 401.3(a) which requires use of the standard clause set out at 37 CFR 401.14 "Patent Rights (Small Business Firms and Nonprofit Organizations)" and the following:

(a) Where the term "contract" or "contractor" is used in the "Patent Rights" clause, the term shall be replaced by the term "grant" or "recipient," respectively.

(b) In each instance where the term "Federal Agency," "agency," or "funding Federal agency" is used in the "Patent Rights" clause, the term shall be replaced by the term "NASA."

(c) The following item is added to the end of paragraph (f) of the "Patent Rights" clause:

“(5) The recipient shall include a list of any Subject Inventions required to be disclosed during the preceding year in the performance report, technical report, or renewal proposal. A complete list (or a negative statement) for the entire award period shall be included in the summary of research.”

(d) The term "subcontract" in paragraph (g) of the "Patent Rights" clause shall include purchase orders.

(e) The NASA implementing regulation for paragraph (g)(2) of the "Patent Rights" clause is at 48 CFR 1827.304-4(a)(i)(B).

(f) The following requirement constitutes paragraph (l) of the "Patent Rights" clause:

“(l) **Communications.** A copy of all submissions or requests required by this clause, plus a copy of any reports, manuscripts, publications or similar material bearing on patent matters, shall be sent to the Center Patent Counsel and the NASA Grant Officer in addition to any other submission requirements in the grant provisions. If any reports contain information describing a "subject invention" for which the recipient has elected or may elect to retain title, NASA will use reasonable efforts to delay public release by NASA or publication by NASA in a NASA technical series until an application filing date has been established, provided that the recipient identify the information and the "subject invention" to which it relates at the time of submittal. If required by the NASA Grant Officer, the recipient shall provide the filing date, serial number and title, a copy of the patent application, and a patent number and issue date for any "subject invention" in any country in which the recipient has applied for patents.”

Exhibit D

(g) **NASA Inventions.** NASA will use reasonable efforts to report inventions made by NASA employees as a consequence of, or which bear a direct relation to, the performance of specified NASA activities under this agreement and, upon timely request, will use reasonable efforts to grant the recipient an exclusive, or partially exclusive, revocable, royalty-bearing license, subject to the retention of a royalty-free right of the Government to practice or have practiced the invention by or on behalf of the Government.

OTHER AGENCY REQUIREMENTS

Article 15. Security requirements.

Reference 14 CFR § 1260.35 Investigative requirements (January 2004)

(a) NASA reserves the right to perform security checks and to deny or restrict access to a NASA Center, Facility, or computer system, or to NASA technical information, as NASA deems appropriate. To the extent the recipient needs such access for performance of the work, the recipient shall ensure that individuals needing such access provide the personal background and biographical information requested by NASA. Individuals failing to provide the requested information may be denied such access.

(b) All requests to visit a NASA Center or facility must be submitted in a timely manner in accordance with instructions provided by that Center or facility.

Article 16. Safety.

Reference 14 CFR § 1260.37 Safety (October 2000)

(a) The recipient shall act responsibly in matters of safety and shall take all reasonable safety measures in performing under this grant. The recipient shall comply with all applicable federal, state, and local laws relating to safety. The recipient shall maintain a record of, and will notify the NASA Grant Officer of any accident involving death, disabling injury or substantial loss of property. The recipient will advise NASA of hazards that come to its attention as a result of the work performed through routine status reports furnished in compliance with this grant.

(b) Where the work under this grant involves flight hardware, the hazardous aspects, if any, of such hardware will be identified, in writing, by the recipient. Compliance with this provision by subcontractors shall be the responsibility of the recipient.

Article 17. Buy American Encouragement.

Reference 14 CFR § 1260.39 Buy American encouragement (May 2003)

As stated in Section 319 of Public Law 106-391, the NASA Authorization Act of 2000, Recipients are encouraged to purchase only American-made equipment and products.

Exhibit E

The following Space Development and Commercial Research (SDCR) Special Conditions replace General Conditions §§ 1260.28, Patent Rights, and 1260.30, Rights in Data. Insert these Special Conditions in full text in all SDCR Grants and Cooperative Agreements in addition to the General Conditions in the NASA Grant and Cooperative Agreement Handbook (except for §§ 1260.28 and 1260.30). Any changes or additions to these Special Conditions must be approved by the Office of Procurement, NASA Headquarters, Procurement Operations Division, before award of the agreement.

Commercial Space Centers Program Grants/Cooperative Agreements Intellectual Property

PATENT RIGHTS (OCTOBER 2001)

(a) Definitions.

(1) "Administrator" means the Administrator or Deputy Administrator of NASA.

(2) "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code.

(3) "Made" when used in relation to any invention means the conception or first actual reduction to practice such invention.

(4) "Nonprofit organization" means a domestic university or other institution of higher education or an organization of the type described in Section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under Section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)), or any domestic nonprofit scientific or educational organization qualified under a State nonprofit organization statute.

(5) "Practical application" means to manufacture, in the case of a composition or product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

(6) "Recipient" means:

(i) The signatory Recipient party or parties; or

(ii) The Consortium, where a Consortium has been formed for carrying out Recipient responsibilities under this agreement.

(7) "Small Business Firm" means a domestic small business concern as defined at 15 U.S.C. 632 and implementing regulations of the Administrator of the Small Business Administration. (For the purpose of this definition, the size standard contained in 13 CFR 121.901 through 121.911 will be used.)

(8) "Subject Invention" means any invention of a Recipient and/or Government employee conceived or first actually reduced to practice in the performance of work under this Agreement.

(b) Allocation of Principal Rights.

(1) **PATENT RIGHTS: RETENTION BY GRANTEE - CSC PROGRAM**

This Patent Rights Special Condition applies only to Commercial Space Centers Program Grants/Cooperative Agreements and takes precedence over any other patent provisions for NASA grants and cooperative agreements.

This grant is subject to the Patent Rights (Small Business Firms and Nonprofit Organizations) clause at 37 CFR 401.14 ("the clause") with the following modifications:

Exhibit E

(i) Where the term "contract" or "contractor" is used in the clause, those terms shall be read as "grant" and "grantee," respectively.

(ii) Where the term "Federal Agency," "agency" or "funding Federal Agency" is used in the clause, the term shall be read as "NASA."

(iii) The following sentence is added to paragraph (d)(2) of the clause:

Notwithstanding the above, the Grantee shall not be required to convey title to an invention in a foreign country if the contractor has filed for patent applications in a substantial number of industrialized countries.

(iv) The NASA regulation applicable to paragraph (e) of the clause is at 37 CFR Part 404 "Licensing of Government Owned Inventions."

(v) The following subparagraphs are added to paragraph (e) of the clause:

(4) NASA agrees that in accordance with 35 U.S.C. 205 it will not disclose or release to third parties pursuant to requests under the Freedom of Information Act or otherwise copies of any document which NASA obtained under this clause which is part of an application for patent with the U.S. Patent and Trademark Office or any foreign patent office filed by the Grantee (or its assignees, licensees, or employees) on a subject invention to which the Grantee has elected to retain title.

(5) NASA agrees that in accordance with 35 U.S.C. 205 it will not disclose or release to third parties pursuant to requests under the Freedom of Information Act or otherwise any invention disclosure submitted under paragraph (c), above, for a reasonable time in order for the Grantee to file a patent application on any subject invention in which it has elected or retains the right to elect retention of title. For purposes of this paragraph, a reasonable time shall be the time during which an initial patent application may be filed under paragraph (c) of this clause; provided, however, that NASA may make disclosure at its discretion if it finds that the same information has been previously published by the inventor, Grantee, or otherwise.

(6) Nothing in subparagraphs (4) and (5) of this paragraph (e) shall preclude NASA's publishing or distributing as part of its regular technical information dissemination programs materials describing a subject invention to the extent such materials were provided as part of a technical report or other submissions of the Grantee which were submitted without restrictions independently of the requirements of this clause. Furthermore, nothing in subparagraphs (4) and (5) of this paragraph (e) shall preclude NASA from releasing the subparagraphs to other contractors of NASA on a confidential or restricted distribution basis if such documents are relevant to the work being performed by those contractors.

(vi) The following subparagraph is added to paragraph (f) of the clause:

(5) the Grantee shall include a list of all subject inventions required to be disclosed during the preceding year in the technical progress report, renewal proposal, or annual status report, and a complete list (or a negative statement) for the entire award period shall be included in the final report.

(vii) Pursuant to paragraph (g)(2) of the clause, the following subparagraphs (3) and (4) are added to paragraph (g), and shall be used in all subcontracts, regardless of tier, for the performance of research, experimental, developmental, design or engineering work in the United States, its possessions, or Puerto Rico, by other than a nonprofit organization or small business firm.

(3) Notwithstanding subparagraph (1), above, the Grantee will consult and obtain the approval of NASA for the Patent Rights clause to be used in any subcontract to be performed outside of the United States, its possessions, or Puerto Rico.

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(4) Notwithstanding subparagraph (1), above, and in recognition of the Grantee's obligation to obtain and maintain private support for the CSC established under this Cooperative Agreement, the Grantee is authorized, subject to the rights of NASA set forth elsewhere in this clause, to:

(a) Acquire by negotiation and mutual agreement rights to a subcontractor's subject inventions as the Grantee may deem necessary to obtaining and maintaining of such private support; and

(b) Request, in the event of inability to reach agreement pursuant to (a), above, that NASA invoke exceptional circumstances as necessary pursuant to 37 CFR 401.3(a)(2) if the prospective subcontractor is a small business firm or nonprofit organization, or for all other organizations, request that such rights for the Grantee be included as an additional reservation in a waiver granted pursuant to 14 CFR 1245.1. Any such requests to NASA should be prepared in consideration of the following guidance and submitted to the Grants Officer (see also paragraph (9)).

(i) Exceptional circumstances: A request that NASA make an "exceptional circumstances" determination pursuant to 37 CFR 401.3(a)(2) must state the scope of rights sought by the Grantee pursuant to such determination; identify the proposed subcontractor and the work to be performed under the subcontract; and state the need for the determination.

(ii) Waiver petition: The subcontractor should be advised that unless it requests a waiver of title pursuant to the NASA Patent Waiver Regulations (14 CFR 1245.1), NASA will acquire title to the subject invention (42 U.S.C.2457, as amended, Sec. 305). If a waiver is not requested or granted, the Grantee may request a license from NASA (see Licensing of NASA inventions, 14 CFR 1245.3). A subcontractor requesting a waiver must follow the procedures set forth in the NASA FAR Supplement clause at 1852.227-71 (48 CFR 1852.227-71), "Requests for Waiver of Rights to Inventions." The terms "Contractor" and "contracting officer" shall be read as "Grantee" and "Grants Officer," as appropriate. Should the Grantee desire that an additional reservation regarding Grantee's rights, in accordance with paragraph (4)(b) of this Special Condition, be considered with the waiver request, both the potential subcontractor and the Grants Officer should be informed.

(viii) Paragraph (l) Communications, is completed to read as follows:

(l) Communications.

A copy of all submissions or requests required by this clause, plus a copy of any reports, manuscripts, publications, or similar material bearing on patent matters, shall be sent to the installation Patent Counsel in addition to any other submission requirements in the Grant provisions. If any reports contain information describing a subject invention for which the Grantee has elected or may elect title, NASA will use reasonable efforts to delay public release by NASA or publication by NASA in a NASA technical series, for six months from the date of receipt, in order for patent applications to be filed, provided that the Grantee identifies the information and the subject invention to which it relates at the time of submittal. If required by the Grants Officer, the Grantee shall provide the filing date, serial number and title, a copy of the patent application, and a patent number and issue date for any subject invention in any country in which the Grantee has applied for patents.

(ix) With respect to paragraph (l) of the clause, Grantee is hereby given permission to assign rights to subject inventions in the United States, provided the assignee agrees that any products embodying an assigned subject invention or produced through use of a subject invention will be manufactured substantially in the United States. However, an individual clause by the

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requirement for such an agreement may be waived by NASA upon a showing that reasonable but unsuccessful efforts have been made to assign rights on similar terms to potential assignees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(2) PATENT RIGHTS: NASA INVENTIONS

NASA will use reasonable efforts to report inventions made by NASA employees as a consequence of, or which bear a direct relation to, the performance of specified NASA activities under this cooperative agreement and, upon timely request, NASA will use all reasonable efforts to grant the Recipient or designated Consortium Member (if applicable) an exclusive or partially exclusive, revocable, royalty-bearing license, on terms to be subsequently negotiated, for any patent applications and patents covering such inventions, and subject to the license reserved in paragraph (b)(5)(i) of this section. Upon application in compliance with 37 CFR Part 404 -- Licensing of Government Owned Inventions, the Recipient or each Consortium Member (if applicable), shall be granted a revocable, nonexclusive, royalty-free license in each patent application filed in any country on a subject invention and any resulting patent in which the Government acquires title. Each nonexclusive license may extend to subsidiaries and affiliates, if any, within the corporate structure of the licensee and includes the right to grant sublicenses of the same scope to the extent the licensee was legally obligated to do so at the time the cooperative agreement was signed.

(3) PATENT RIGHTS: NASA CONTRACTOR INVENTIONS

In the event NASA contractors are tasked to perform work in support of specified NASA activities under this cooperative agreement and inventions are made by contractor employees, and NASA has the right to acquire or has acquired title to such inventions, NASA will use reasonable efforts to report such inventions and, upon timely request, NASA will use all reasonable efforts to grant the Recipient or designated Consortium Member (if applicable) an exclusive or partially exclusive, revocable, royalty-bearing license, upon terms to be subsequently negotiated, for any patent applications and patents covering such inventions, and subject to the license reserved in paragraph (b)(5)(ii) of this section. Upon application in compliance with 37 CFR Part 404 -- Licensing of Government Owned Inventions, the Recipient or each Consortium Member (if applicable), shall be granted a revocable, nonexclusive, royalty-free license invention and any resulting patent in which the Government acquires title. Each nonexclusive license may extend to subsidiaries and affiliates, if any, within the corporate structure of the licensee and includes the right to grant sublicenses of the same scope to the extent the licensee was legally obligated to do so at the time the cooperative agreement was signed.

(4) PATENT RIGHTS: JOINT NASA AND RECIPIENT INVENTIONS

NASA and Recipient agree to use reasonable efforts to identify and report to each other any inventions made jointly between NASA employees (or employees of NASA contractors) and employees of Recipient.

(i) For other than small business firms and nonprofit organizations the Administrator may agree that the United States will refrain from exercising its undivided interest in a manner inconsistent with Recipient's commercial interest and to cooperate with Recipient in obtaining patent protection on its undivided interest on any waived inventions subject, however, to the

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condition that Recipient makes its best efforts to bring the invention to the point of practical application at the earliest practicable time. In the event that such efforts are not undertaken, the Administrator may void NASA's agreement to refrain from exercising its undivided interest and grant licenses for the practice of the invention so as to further its development. In the event that the Administrator decides to void NASA's agreement to refrain from exercising its undivided interest and grant licenses for this reason, notice shall be given to the Inventions and Contributions Board as to why such action should not be taken. Either alternative will be subject to the applicable license or licenses reserved in paragraph (b)(5) of this section.

(ii) For small business firms and nonprofit organizations, NASA may assign or transfer whatever rights it may acquire in a subject invention from its employee to the Recipient as authorized by 35 U.S.C. 202(e).

(5) Minimum rights reserved by the Government. Any license or assignment granted Recipient pursuant to paragraphs (b)(2), (b)(3), or (b)(4) of this section will be subject to the reservation of the following licenses:

(i) As to inventions made solely or jointly by NASA employees, the irrevocable, royalty-free right of the Government of the United States to practice and have practiced the invention by or on behalf of the United States; and

(ii) As to inventions made solely by, or jointly with, employees of NASA contractors, the rights in the Government of the United States as set forth in paragraph (b)(5)(i) of this section, as well as the revocable, nonexclusive, royalty-free license in the contractor as set forth in 14 CFR 1245.108.

(6) Preference for United States manufacture. The Recipient agrees that any products embodying subject inventions or produced through the use of subject inventions shall be manufactured substantially in the United States. However, in individual cases, the requirement to manufacture substantially in the United States may be waived by the Associate Administrator for Procurement (Code HS) with the concurrence of the Associate General Counsel for Intellectual Property upon a showing by the Recipient that under the circumstances domestic manufacture is not commercially feasible.

(7) Work performed by the Recipient under this cooperative agreement is considered undertaken to carry out a public purpose of support and/or stimulation rather than for acquiring property or services for the direct benefit or use of the Government. Accordingly, such work by the Recipient is not considered "by or for the United States" and the Government assumes no liability for infringement by the Recipient under 28 U.S.C. 1498.

(8) PROPERTY RIGHTS IN INVENTIONS -- CSC PROGRAM

(i) This cooperative agreement or any subcontracts issued thereunder with other than a nonprofit organization or small business firm as defined in 35 U.S.C. 201, are subject to Section 305 of the National Aeronautics and Space Act of 1958 (42 U.S.C. 2457) relating to property rights in inventions. The term "invention" includes any invention, discovery, improvement, or innovation. Any invention made in the performance of work under this cooperative agreement or any subcontract issued thereunder shall be presumed to have been made under the conditions of and subject to Section 305(a) of the Act and becomes the exclusive property of the United States subject, however, to the retention by the recipient or subcontractor of a royalty-free license to

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practice the invention pursuant to, and of the scope defined in, 14 CFR 1245.108. This license may be revoked under the conditions set forth in the Patent Licensing Regulations (37 CFR Part 404). The recipient or applicable subcontractor may petition for waiver of title to the invention in accordance with the NASA Patent Waiver Regulations, 14 CFR 1245, Subpart 1.

(ii) The recipient or applicable subcontractor shall furnish to NASA a written report containing full and complete technical information concerning any invention made in the performance of any work under this cooperative agreement or any applicable subcontract promptly upon the making of such invention; and if waiver of title has been granted, shall state whether or not the recipient or subcontractor intends to file or has filed patent applications thereon. Upon written request by NASA, the recipient or applicable subcontractor shall furnish additional information available to it, and shall secure the execution of such documents as may be necessary to enable the Administrator, NASA, to file and prosecute patent applications on any such invention for which NASA has retained title. Upon completion of the work under this cooperative agreement, the recipient or applicable subcontractor, shall furnish to NASA a report as to whether or not the recipient or subcontractor has filed, or intends to file, patent applications on such inventions.

(iii) All reports required by this clause, and its application, should be directed to the Patent Counsel or Intellectual Property Counsel of the NASA installation that has been assigned the responsibility of administering (technical monitoring and performance evaluation) the CSC grant/cooperative agreement of which this contract or subcontract is a part.

(End of Provision)

RIGHTS IN DATA - CSC PROGRAM (OCTOBER 2001)

This Rights in Data Special Condition applies only to the Commercial Space Centers (CSC) Grants and Cooperative Agreements and takes precedence over any other Rights in Data provisions for NASA grants and cooperative agreements.

(a) Definitions. As used in this provision:

"CSC Data" means data first produced by a Grantee in the performance of this cooperative agreement, which data are not generally known, and which data without obligation as to its confidentiality have not been made available to others by the Grantee or are not already available to the Government.

"CSC Rights" means the respective rights of the Grantees and the Government in the CSC data as set forth in paragraph (d) of this provision.

"Computer Software" means computer programs, computer databases, and documentation thereof.

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to grant administration, such as financial, administrative, cost or pricing or management information.

"Form, Fit, and Function Data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements, except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

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"Limited-Rights Data" means data (other than computer software) developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged.

"Restricted Computer Software" means computer software developed at private expense and that is a trade secret; is commercial or financial and confidential or privileged; or is published, copyrighted computer software, including modifications of such computer software.

"Technical Data" means that data which are of a scientific or technical nature.

"Unlimited Rights" means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, perform publicly, display publicly, in any manner and for any purpose whatsoever, and to have or permit others to do so.

(b) Allocation of Rights.

(1) Except as provided in paragraph (c) below regarding copyright, the Government shall have unlimited rights in--

(i) Data specifically identified in this grant as data to be delivered without restriction;

(ii) All other data delivered under this grant unless provided otherwise for CSC data in accordance with paragraph (d) below or for limited-rights data or restricted computer software in accordance with paragraph (f) below.

(2) The Government shall have a royalty-free license to use, and to authorize support service contractors acting on its behalf to use, delivered CSC data to the extent permitted, and consistent with the disclosure prohibitions, set forth in paragraph (d) below.

(3) The Grantee shall have the rights to --

(i) Protect CSC rights in any CSC data delivered under this grant in the manner and to the extent provided in paragraph (d) below:

(ii) Withhold from delivery those data which are limited-rights data or restricted computer software to the extent provided in paragraph (f) below;

(iii) Substantiate use of, add, or correct CSC rights or copyrights notices and to take other appropriate action, in accordance with paragraph (e) below; and

(iv) Establish claim to copyright subsisting in data first produced in the performance of this agreement to the extent provided in subparagraph (c)(1) below.

(4) Data first produced by NASA: As to Data first produced by NASA in carrying out NASA's responsibilities under this cooperative agreement and which Data would embody trade secrets or would comprise commercial or financial information that is privileged or confidential if it had been obtained from the Recipient, will be marked with an appropriate legend and maintained in confidence for an agreed to period of up to () years [INSERT A PERIOD UP TO 5 YEARS] after development of the information, with the express understanding that during the aforesaid period such Data may be disclosed and used (under suitable protective conditions) by or on behalf of the Government for government purposes only, and thereafter for any purpose whatsoever without restriction on disclosure and use. Recipient agrees not to disclose such Data to any third party without NASA's written approval, until the aforementioned restricted period expires.

(5) Oral and visual information. If information which the Recipient considers to embody trade secrets or to comprise commercial or financial information which is privileged or confidential is disclosed orally or visually to NASA such information must be reduced to tangible recorded form (i.e., converted into Data as defined herein), identified and marked with a suitable notice or legend, and furnished to NASA within 10 (ten) days after such oral or visual disclosure, or NASA shall have no duty to limit or retract, and shall not incur any liability for, any disclosure and use of such information.

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(6) Disclaimer of Liability. Notwithstanding the above, NASA shall not be restricted in, nor incur any liability for, disclosure and use of:

(i) Data not identified with a suitable notice or legend as set in paragraph (d)(2) of this section; nor

(ii) Information contained in any Data for which disclosures and use are restricted under paragraphs (b)(2) or (3) of this section, if such information is or becomes generally known without breach of the above, is known to or generated by NASA independently of carrying out responsibilities under this agreement, is rightfully received from a third party without restriction, or is included in data which Participant has, or is required to furnish to the U.S. Government without restriction on disclosure and use.

(7) Marking of Data. Any Data delivered under this cooperative agreement, by NASA or the Recipient, shall be marked with a suitable notice or legend indicating the Data was generated under this cooperative agreement.

(c) Copyright.

(1) Data first produced in the performance of this agreement. Except as otherwise specifically provided in this agreement, the Grantee may establish claim to copyright subsisting in any data first produced in the performance of this grant. If claim to copyright is made, the Grantee shall affix the applicable copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including grant number) to the data when such data are delivered or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Grantee grants to the Government, and others acting on its behalf, a paid-up nonexclusive, irrevocable, worldwide license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government, for all such data. For computer software, the Grantee grants to the Government, and others acting on its behalf a paid-up, nonexclusive, irrevocable, worldwide license for all such computer software to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of the Government.

(2) Data not first produced in the performance of this agreement. The Grantee shall not, without prior written permission of the Grants Officer, incorporate in data delivered under this grant any data that are not first produced in the performance of this grant and that contain the copyright notice of 17 U.S.C. 401 and 402, unless the Grantee identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (1) above.

(3) Removal of copyright notices. The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c) and to include such notices on all reproductions of the data.

(d) Rights in CSC Data.

(1) The rights of the Government and the Grantee in CSC data shall be as set forth below.

(2) NASA shall have the right, at any time up to the two years after completion or termination of this agreement to obtain delivery of CSC data, either by express requirement in this grant or specific request by the Grants Officer. If such requirement or request for delivery is made, the Grantee is authorized to affix the following "CSC Rights Notice " to any CSC data delivered under this agreement and the Government will thereafter treat the data, subject to the provisions of paragraph (e) below, in accordance with such Notice.

CSC RIGHTS NOTICE

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(OCTOBER 2001)

These CSC data are furnished with CSC rights under Grant/Cooperative Agreement No.____. The Government agrees to use these data only for government purposes for five years effective November 1, 1996. These data shall not be disclosed outside the Government (including disclosure for procurement purposes) during such period without the express written permission of the Grantee, except that, subject to the limitations of this Notice, such data may be disclosed for use by support service contractors. After the aforesaid period the Government shall have unlimited rights in these data.

(END OF NOTICE)

(3)(i) The Grantee shall assure that the CSC Rights Notice is placed on the data as soon as practicable after the data is generated and reduced to some tangible, recorded form as defined by the term "data" in paragraph (a), but in any event no later than the earlier of either the date of delivery of the data to NASA or the release of the data by the Grantee or its CSC organization, including any subcontractors thereof where applicable to others outside of the Grantee's, its CSC, or subcontractor's organization.

(ii) The Grantee is authorized to insert up to 7 (seven) years (from the date certain) in the Notice. Longer periods may be authorized by NASA, case-by-case, for specifically identified data items, upon approval of the Grants Officer. Such longer periods will normally require that NASA have the right to make the data available to other responsible parties, on reasonable terms and conditions, in the event the Grantee, its licensees, or assigns have not taken, or are not expected to take in a reasonable time, effective steps to achieve commercial utilization of any item, component, or process to which the data pertains. The "date certain" to be inserted in the Notice shall be no later than the date the Notice is affixed to the data.

(iii) The Grantee is authorized to make the CSC Rights Notice (OCTOBER 2001) applicable to previously produced data (that qualifies as CSC data), provided that such data has not been released to others or furnished to NASA with any previously prescribed Notice. Further, the Grantee is authorized to substitute the July 1990 Notice for any previously prescribed Notice for any data that has been released to others or delivered to NASA provided that: (A) the Grantee identifies the data; (B) the protection afforded such data under the previously described Notice is still in force; and (C) the recipient (other than NASA) agrees to the substitution, or in the case of NASA, the Grants Officer is requested to make the substitution for specifically identified data. In this latter, event, the effective date inserted in the Notice shall be the Grantee's best estimate of the date the data was released to others or furnished to NASA.

(4) The Government shall have unlimited rights at the end of the period set forth in the "CSC Rights Notice," as to any CSC data delivered in accordance with subparagraph (2), above, provided, however, that if the Grantee or any of its licensees or assigns have plans and intentions to pursue commercial utilization of any items, components or processes (including computer software) which any delivered CSC data discloses, the aforesaid period will be expended for such data up to an additional 5 (five) years upon request made at any time prior to the end of the period provided in the "CSC Rights Notice."

(e) Omitted or Incorrect Markings.

(1) Data delivered to the Government without any notice authorized by paragraph (d) above, and without a copyright notice, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data have not been disclosed without restriction outside the Government, the Grantee may request, within 6 (six) months (or a longer time approved by the

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Grants Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Grantee's expense, and the Grants Officer may agree to do so if the Grantee --

- (i) Identifies the data to which the omitted notice is to be applied;
- (ii) Demonstrates that the omission of the notice was inadvertent;
- (iii) Establishes that the use of the proposed notice is authorized; and
- (iv) Acknowledges that the Government has no liability with respect to the disclosure or use of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Grants Officer may also (i) permit correction, at the Grantee's expense, of incorrect notices if the Grantee identifies the data on which correction of the notice is to be made and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.

(f) Protection of Limited Rights Data and Restricted Computer Software. When data other than that listed in paragraph (b)(1) are specified to be delivered under this grant and such data qualify as either limited-rights data or restricted computer software, the Grantee, if the Grantee desires to continue protection of such data, shall withhold such data and not furnish them to the Government under this grant. As a condition to this withholding, the Grantee shall identify the data being withheld and furnish form, fit, and function data in lieu thereof.

(g) Subcontracting. The Grantee has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Grantee's obligations to the Government under this grant. If a subcontractor refuses to accept terms affording the Government such rights, the Grantee shall promptly bring such refusal to the attention of the Grants Officer and not proceed with subcontract award without further authorization.

(h) Relationship to Patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(i) Transfer of Rights.


(1) Notwithstanding any other provisions of this clause, the Grantee agrees that it will neither assign any rights nor grant any exclusive rights in the United States to CSC data or copyrighted data first produced in the performance of this Agreement unless the assignee or licensee agree that any products or processes depicted by the CSC data or expressed by the copyrighted data will be manufactured or practiced substantially in the United States. However, in individual cases the requirement for such an agreement may be waived by NASA upon a showing that reasonable but unsuccessful efforts have been made to assign grants or rights on similar terms to potential assignees or licensees that would be likely to manufacture or practice substantially in the United States or that under the circumstances domestic manufacture or practice is not commercially feasible.

(2) The Grantee agrees that it will not grant to any person or entity any exclusive right to use or sell in the United States any product or process that embodies CSC data or is expressed by copyrighted data first produced in the performance of this Agreement unless the person or entity agrees that such products or processes will be manufactured or practiced substantially in the United States. However, in individual cases the requirement for such may be waived by NASA upon a showing that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture or practice substantially in the United States or that under the circumstances, domestic manufacture or practice is not commercially feasible.

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(End of Provision)

Exhibit F

 National Aeronautics and Space Administration	Letter of Delegation for the Administration of Grants and Cooperative Agreements			1. GRANT/AGREEMENT
				2. DATE SENT
3. TO:		4. FROM:		
5. RECIPIENT OF AWARD:				6. AWARD DATE
				7. COMPLETION DATE
8. TITLE OF PROJECT:				9. FACE VALUE
10. Agency is hereby authorized to act as the NASA representative in the administration of this Grant or Cooperative Agreement, in accordance with §§ 1260.70 and 1260.77 of the NASA Grant and Cooperative Agreement Handbook, for the following functions, as checked. Agency will provide NASA Grant Officer with copies of all significant communications relating to the administration of this agreement.				
CHECK	DELEGATED FUNCTIONS			
✓	Perform Property Administration and Plant Clearance Obtain annual reports Obtain and review final inventory reports Perform required screening and disposition of property Forward DD 1593 to NASA			
✓	Other Administration Duties assigned Maintain surveillance of recipient's procurement and financial management systems Monitor the submission of required reports Perform property system reviews Perform purchase system reviews Rate verification of current Indirect Cost Rates Audit resolution of A-133 findings Indirect Cost Rate negotiation at designated institutions Review and approval of CAS disclosure statements Process and execute novation and change of name agreements Notify NASA that all delegated activities have been completed			
	Quality Assurance, Engineering Support, Safety Engineering			
	For Classified Agreements, Administer the Applicable Security Requirements			
	As confirmed with the Agency, perform the following administrative functions:			
11. ENCLOSURES: ___ Award Document ___ Budget				
12. NASA INDUSTRIAL PROPERTY OFFICER		13. PHONE NO.	14. E-MAIL ADDRESS	15. MAIL CODE
16. NASA FINANCIAL MANAGEMENT OFFICE		17. PHONE NO.	18. E-MAIL ADDRESS	19. MAIL CODE
20. NASA CENTER OF AEROSPACE INFORMATION Parkway Center Attn: Document Processing Section 7121 Stanford Drive Hanover MD 21076		21. PHONE NO.	22. E-MAIL ADDRESS	23. MAIL CODE
24. NASA TECHNICAL OFFICER		25. PHONE NO.	26. E-MAIL ADDRESS	27. MAIL CODE
28. NASA GRANT OFFICER		29. PHONE NO.	30. E-MAIL ADDRESS	31. MAIL CODE
Acknowledgment of acceptance of this delegation will be provided electronically to the NASA Grant Officer in a monthly "Report of Accepted Delegations."				

NASA FORM 1674 FEB 2002 PREVIOUS EDITIONS ARE OBSOLETE.

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REQUIRED PUBLICATIONS AND REPORTS

IN ACCORDANCE WITH 14 CFR PART 1260 AND NPG 5800.1 NASA GRANT AND COOPERATIVE AGREEMENT HANDBOOK

The recipient shall submit the publications and reports indicated below:

	INTERIM REPORTS	REPORT DUE/FREQUENCY	RECIPIENT
X	Quarterly Federal Cash Transactions Reports (SF 272) <i>(Required for all Grants and Cooperative Agreements)</i>	Within 15 working days following the end of each quarter of the Federal fiscal year. <i>(Ref. 1260.26)</i>	FMO, AGO
	Annual Inventory Report of Federally-Owned Property in Custody of the Recipient <i>(Required for all Grants and Cooperative Agreements, except Training Grants, and grants and agreements with commercial organizations.)</i>	No later than October 15 of each year. NOTE: Negative reports are not required. <i>(Ref. 1260.27)</i>	FMO, IPO, AGO
	Progress Reports <i>(Required for all Grants and Cooperative Agreements, except Training Grants)</i> (Not required if period is less than one year.)	Annually, 60 days prior to the anniversary date of the grant/cooperative agreement (except final year). <i>(Ref. 1260.22 and 1260.151(d))</i>	TO, GO, AGO
	Educational Activity Report <i>(Education Grants only)</i>	Annually, 60 days prior to the anniversary date of the grant/cooperative agreement. <i>(Ref. 1260.22)</i>	TO, AGO, GO
	Disclosure of Subject Inventions/Reportable Items <i>(Required for all Grants and Cooperative Agreements (except Education and Training Grants))</i>	Within 2 months after inventor discloses it to recipient. <i>(Ref. 1260.28 and 1260.57*)</i>	PO, TO, GO
	Election of Title to a Subject Invention <i>(Required for all Grants and Cooperative Agreements)</i>	Within 2 years of disclosure of a subject invention being elected, except in any case where publication, on sale or public use of the subject invention being elected has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, at least 60 days prior to the end of the statutory period. <i>(Ref. 1260.28)</i>	PO, TO, GO
	Subject Inventions/Reportable Items Interim Summary Report <i>(Required for all Grants and Cooperative Agreements (except Education and Training Grants))</i>	Every 12 months from the date of the grant/cooperative agreement. <i>(Ref. 1260.28 and 1260.57*)</i>	PO, TO, GO
	Notification of Decision to Forego Patent Protection <i>(Required for all Grants and Cooperative Agreements)</i>	As applicable, not less than 30 days before the expiration of the response period required by the relevant patent office. <i>(Ref. 1260.28)</i>	PO, TO, GO
	Utilization of Subject Invention/Reportable Items <i>(Required for all Grants and Cooperative Agreements (except Education and Training Grants))</i>	Every 12 months from the date a subject invention is elected. Note: Negative reports are required. <i>(Ref. 1260.28)</i>	PO, TO, GO
	Annual NASA Form 1018 Property in the Custody of Contractors <i>(Required for all Grants and Cooperative Agreements with commercial organizations)</i>	Due 31 October of each year. Note: Negative reports are required. <i>(Ref. 1260.67)</i>	FMO, IPO, AGO
	FINAL REPORTS	REPORT DUE	RECIPIENT
	Subject Inventions/Reportable Items Final Summary Report <i>(Required for all Grants and Cooperative Agreements (except Education and Training Grants))</i>	Within 90 days after the expiration date of the grant/cooperative agreement. <i>(Ref. 1260.28 and 1260.57)</i>	PO, AGO, GO
	Properly Certified Final Federal Cash Transaction Report , SF 272 <i>(Required for all Grants and Cooperative Agreements)</i>	Within 90 days after the expiration date of the grant/cooperative agreement. <i>(Ref. 1260.26)</i>	FMO, AGO, GO
	Summary of Research <i>(Required for all Grants and Cooperative Agreements, except Training and Education Grants)</i>	Within 90 days after the expiration date of the grant/cooperative agreement. <i>(Ref. 1260.22)</i>	CASI, TO, AGO, GO
	Final Inventory Report of Federally-Owned Property <i>(Required for all Grants and Cooperative Agreements, except Training Grants and grants and cooperative agreements with commercial organizations)</i>	Within 60 days after the expiration date of the grant/cooperative agreement. <i>(Ref. 1260.27)</i>	FMO, IPO, AGO, GO

Exhibit G

	Final Educational Activity Report (<i>Education Grants only</i>)	Within 90 days after the expiration date of the grant/cooperative agreement. (<i>Ref. 1260.22</i>)	TO, UAO, AGO, GO
	Faculty Advisor Survey (<i>Training Grants only</i>)	By Student's Faculty Advisor, due 60 days prior to the expiration date of the grant/cooperative agreement.	TO, UAO, AGO, GO
	Summary of Research (<i>Training Grants only</i>)	By Student, due 90 days prior to the expiration date of the Training Grant. (<i>Ref. 1260.75</i>)	TO, UAO, AGO, GO
	Final NASA Form 1018 NASA Property in the Custody of Contractors (<i>Required for Grants and Cooperative Agreements with commercial organizations</i>)	Within 30 days after the expiration of the grant or cooperative agreement. (<i>Ref. 1260.67</i>)	FMO, IPO, AGO

* Grants and cooperative agreements with colleges, universities, nonprofit organizations, and small businesses will reference §1260.28. Grants and cooperative agreements with large businesses will reference §1260.57.

FMO = FINANCIAL MANAGEMENT OFFICE

TO = TECHNICAL OFFICER

AGO = ADMINISTRATIVE GRANT OFFICER

GO = NASA GRANT OFFICER

IPO = INDUSTRIAL PROPERTY OFFICER

UAO = UNIVERSITY AFFAIRS OFFICER

CASI = CENTER FOR AEROSPACE INFORMATION

PO = PATENT COUNSEL OFFICE

Exhibit G

Grants Officer

Attn: Grants Office

Admin. Grants Officer

Office of Naval Research (ONR)

Technical Officer

Attn:

Industrial Property Officer

Attn: Industrial Property Officer

Patent Counsel Office

Attn: Patent Counsel Office

Financial Management Office (*For SF 272s*)

Attn: Financial Management Office

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

Attn: Financial Management Office

NASA Center for AeroSpace Information (CASI)

Attn: Document Processing Section
7121 Standard Drive
Hanover, MD 21076

Exhibit G

University Affairs Officer

Attn: University Affairs Officer
