

§ 1260.51

14 CFR Ch. V (1–1–99 Edition)

§ 1260.51 Cooperative agreement special condition.

COOPERATIVE AGREEMENT SPECIAL CONDITION
(JULY 1996)

(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 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.

MULTIPLE YEAR GRANT (JULY 1996)

This is a multiple year grant. Contingent on the availability of funds, scientific progress of the project, an 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 (JULY 1996)

Only \$_____ of the amount indicated on the face of this award is available for payment and allotted to this award. NASA contemplates making an additional allotment in the amount of \$_____ by _____. 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. NASA is not obligated to reimburse the recipient for the expenditure of amounts in excess of the total funds allotted by NASA.

§ 1260.54 Cost sharing.

COST SHARING (JULY 1996)

(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. 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.

(b) 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 (JULY 1996)

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.

WITHHOLD (JULY 1996)

Pending receipt of a satisfactorily completed Summary of Research and/or other reports required under NASA grant No. _____, the Financial Management Office will withhold all payments under this grant (including advance payments). The grant officer will notify the NASA Financial Management Office when payments can resume.

§ 1260.57 Training grant reports.

TRAINING GRANT REPORTS (JULY 1996)

No later than 60 days after the ending date of the grant, the recipient will provide the NASA Headquarters Office of Human Resources and Education an *Administrative Report* that details the fellow's research and academic progress. Pertinent information relating to the student, including the degree granted and employment plans, are to be included. Students are required to submit a *Student Evaluation Form* to the administrative contact at the Center monitoring the work 90 days prior to the ending date of the fellowship.

§ 1260.58 Interest bearing accounts.

INTEREST BEARING ACCOUNTS (JULY 1996)

Advances of federal funds shall be maintained in interest-bearing accounts. Interest

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earned on federal advances deposited in such accounts shall be remitted to DHHS at least quarterly, as instructed by the Financial Management Office of the NASA Center which issued the grant. Interest amounts up to \$250 per year may be retained by the recipient.

§ 1260.59 Choice of law.

CHOICE OF LAW (JULY 1996)

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.

§ 1260.60 Invention reporting and rights.

INVENTION REPORTING AND RIGHTS (JULY 1996)

(a) As used in this provision:

(1) The term *invention* means any invention, discovery or improvement:

(2) The term *made* means the conception or first actual demonstration that the invention is useful and operable.

(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) The recipient hereby grants to the Government of the United States of American, 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 except _____.

§ 1260.61 Public information.

PUBLIC INFORMATION (JULY 1996)

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.

§ 1260.62 Allocation of risk/liability.

ALLOCATION OF RISK/LIABILITY (JULY 1996)

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.

§ 1260.63 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.)

§ 1260.64 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.)

§ 1260.65 Taxes.

TAXES

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

§ 1260.66 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.)

POST-AWARD REQUIREMENTS

§ 1260.70 Delegation of administration.

(a) Pursuant to the Government-wide "cross-servicing" policy, NASA grants and cooperative agreements shall be delegated for full administration (including property and closeout) to the Office of Naval Research (ONR). Exceptions to this policy must be approved by the Procurement Officer, documented, and made part of the file.

(b) Delegations will be made by using NASA Form NF 1671. The grant officer will strike out any parts of the form that do not apply and write in specific