

National Aeronautics and Space Admin.

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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 insuffi-

cient efforts have been made by the grantee to liquidate funding balances in a timely fashion.

[End of provision]

[68 FR 50469, Aug. 21, 2003]

§ 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).

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(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.

(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 Deputy Chief Financial Officer (Finance). Copies shall be furnished to the Center Industrial Property Officer and to ONR.

[End of provision]

[65 FR 62900, Oct. 19, 2000, as amended at 69 FR 5016, Feb. 3, 2004]

§ 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]

[65 FR 62900, Oct. 19, 2000, as amended at 70 FR 46079, Aug. 9, 2005; 71 FR 28775, May 18, 2006]