

**National Aeronautics and Space Admin.**

**§ 1260.56**

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.

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