

shall require submission by the recipient of a detailed proposal to the agreement officer. Prior to execution of a modification increasing NASA's initial cost share or funding levels, detailed cost analysis techniques may be applied, which may include requests for audits services and/or application of other pricing support techniques. Any adjustments or modifications that result in a change to the performance costs of the cooperative agreement shall continue to maintain the share ratio requirements (normally 50/50) stated in § 1274.204(b).

**§ 1274.802 Modifications.**

Modifications to the cooperative agreement in particular, modifications that affect funding, milestone payments, program schedule and statement of work requirements shall be executed on a bilateral basis.

**§ 1274.803 Closeout procedures.**

(a) Recipients shall submit, within 90 calendar days after the date of completion of the cooperative agreement, all financial, performance, and other reports as required by the terms and conditions of the award. Extensions may be approved when requested by the recipient.

(b) The recipient shall account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with § 1274.923.

**§ 1274.804 Subsequent adjustments and continuing responsibilities.**

The closeout of an award does not affect any of the following:

- (a) Audit requirements in § 1274.932.
- (b) Government Furnished and Contractor Acquired Property requirements in §§ 1274.401 and 1274.402.
- (c) Records retention as required in § 1274.601.

**Subpart 1274.9—Other Provisions and Special Conditions**

**§ 1274.901 Other provisions and special conditions.**

Where applicable, the provisions set forth in this subpart are to be incorporated in and made a part of all cooperative agreements with commercial

firms. When included, the provisions at § 1274.902 through § 1274.909 and the provisions at § 1274.933 through § 1274.942 are to be incorporated in full text substantially as stated in this regulation. When required, the provisions at § 1274.910 through § 1274.932, may be incorporated by reference in an enclosure to each cooperative agreement. For inclusion of provisions in subcontracts, see Exhibit A of this part, and § 1274.925.

**§ 1274.902 Purpose.**

PURPOSE

July 2002

The purpose of this cooperative agreement is to conduct a shared resource project that will lead to \_\_\_\_\_. This cooperative agreement will advance the technology developments and research which have been performed on \_\_\_\_\_. The specific objective is to \_\_\_\_\_. This work will culminate in \_\_\_\_\_.

[End of provision]

**§ 1274.903 Responsibilities.**

RESPONSIBILITIES

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(a) This Cooperative Agreement will include substantial NASA participation during performance of the effort. NASA and the Recipient agree to the following Responsibilities, a statement of cooperative interactions to occur during the performance of this effort. NASA and the Recipient shall exert all reasonable efforts to fulfill the responsibilities stated below.

(b) NASA Responsibilities. The following NASA responsibilities are hereby set forth effective upon the start date, which unless stated otherwise, shall be the execution date of this bilateral Cooperative Agreement. The end date stated below, may be changed by a written bilateral modification:

<i>Responsibilities</i>	<i>Start Date</i>	<i>End Date</i>
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(c) Recipient Responsibilities. The Recipient shall be responsible for particular aspects of project performance as set forth in the technical proposal dated \_\_\_\_\_, attached hereto (or Statement of Work dated \_\_\_\_\_, attached hereto). The following responsibilities are hereby set forth effective upon the start date, which unless stated otherwise, shall be the execution date of this bilateral Cooperative Agreement. The end date stated below, may be changed by a written bilateral modification:

<i>Responsibilities</i>	<i>Start Date</i>	<i>End Date</i>
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(d) Since NASA contractors may obtain certain intellectual property rights arising from work for NASA in support of this agreement, NASA will inform Recipient whenever NASA intends to use NASA contractors to perform technical engineering services in support of this agreement.

(e) Unless the Cooperative Agreement is terminated by the parties, end date can only be changed by execution of a bilateral modification.

[End of provision]

§ 1274.904 Resource sharing requirements.

RESOURCE SHARING REQUIREMENTS

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Where NASA and other Government agencies are involved in the cooperative agreement, "NASA" shall also mean "Federal Government".

(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 FAR Parts 30 and 31, and NFS Parts 1830 and 1831.

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

Government Share \_\_\_\_\_
Recipient Share \_\_\_\_\_
Total Amount \_\_\_\_\_

(c) The Recipient's share shall not be charged to the Government under this Agreement or under any other contract, grant, or cooperative agreement, except to the extent that the Recipient's contribution may be allowable IR&D costs pursuant to FAR 31.205-18(e).

[End of provision]

[67 FR 45790, July 10, 2002, as amended at 71 FR 51714, Aug. 31, 2006]

§ 1274.905 Rights in data.

As noted in §1274.208(l)(1), the following provision assumes a substantially equal cost sharing relationship where collaborative research, experimental, developmental, engineering, demonstration, or design activities are to be carried out, such that it is likely that "proprietary" information will be

developed and/or exchanged under the agreement. If cost sharing is unequal or no extensive research, experimental, developmental, engineering, demonstration, or design activities are likely, a different set of provisions may be appropriate. The Agreement Officer is expected to complete and/or select the appropriate bracketed language under the provision for those paragraphs dealing with data first produced under the cooperative agreement. In addition, the Agreement Officer may, in consultation with the Center's Patent or Intellectual Property Counsel, tailor the provision to fit the particular circumstances of the program and/or the recipient's need to protect specific proprietary information.

RIGHTS IN DATA

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(a) Definitions.

"Data," means recorded information, regardless of form, the media on which it may be recorded, or the method of recording. The term includes, but is not limited to, data of a scientific or technical nature, computer software and documentation thereof, and data comprising commercial and financial information.

(b) Data categories.

(1) General. Data exchanged between NASA and Recipient under this cooperative agreement will be exchanged without restriction as to its disclosure, use or duplication except as otherwise provided below in this provision.

(2) Background Data. In the event it is necessary for Recipient to furnish NASA with Data which existed prior to, or produced outside of, this cooperative agreement, and such Data embodies trade secrets or comprises 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 NASA and its contractors (under suitable protective conditions) only for the purpose of carrying out NASA's responsibilities under this cooperative agreement. Upon completion of activities under this agreement, such Data will be disposed of as requested by Recipient.

(3) Data first produced by Recipient. In the event Data first produced by Recipient in carrying out Recipient's responsibilities under this cooperative 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