

National Aeronautics and Space Admin.

§ 1274.933

[End of provision]

§ 1274.932 Retention and examination of records.

RETENTION AND EXAMINATION OF RECORDS

July 2002

Financial records, supporting documents, statistical records, and all other records (or microfilm copies) pertinent to this cooperative agreement shall be retained for a period of 3 years, except that records for non-expendable property acquired with cooperative agreement funds shall be retained for 3 years after its final disposition and, if any litigation, claim, or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. The retention period starts from the date of the submission of the final invoice. The Administrator of NASA and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any

pertinent books, documents, papers, and records of the Recipient and of subcontractors to make audits, examinations, excerpts, and transcripts. All provisions of this clause shall apply to any subcontractor performing substantive work under this cooperative agreement.

[End of provision]

§ 1274.933 Summary of recipient reporting responsibilities.

SUMMARY OF RECIPIENT REPORTING RESPONSIBILITIES

July 2004

This cooperative agreement requires the recipient to submit a number of reports. These reporting requirements are summarized below. In the event of a conflict between this provision and other provisions of the cooperative agreement requiring reporting, the other provisions take precedence.

[The Agreement Officer may add/delete reporting requirements as appropriate.]

Report	Frequency	Reference
Report of Joint NASA/Recipient Inventions	As required	1274.911 Patent Rights (Paragraph (b)(4))
Interim Report of Reportable Items	Every 12 months	1274.912 Patent Rights—Retention by the Recipient (Large Business) (Paragraph (e)(3)(i))
Final Report of Reportable Items	3 months after completion	1274.912 Patent Rights—Retention by the Recipient (Large Business) (Paragraph (e)(3)(ii))
Disclosure of Subject Inventions	Within 2 months after inventor discloses it to Recipient.	1274.912 Patent Rights Retention by the Recipient (Large Business) (Paragraph (e)(2)) or 1274.913 Patent Rights—Retention by the Recipient (Small Business) (Paragraph (c)(1))
Election of Title to a Subject Invention	1 year after disclosure of the subject invention if a statutory bar exists, otherwise within 2 years.	1274.913 Patent Rights—Retention by the Recipient (Small Business) (Paragraph (c)(2))
Listing of Subject Inventions	Every 12 months from the date of the agreement.	1274.913 Patent Rights—Retention by the Recipient (Small Business) (Paragraph (f)(5)(i))
Subject Inventions Final Report	Prior to close-out of the agreement	1274.913 Retention by the Recipient (Small Business) (Paragraph (f)(5)(ii))
Notification of Decision to Forego Patent Protection.	30 days before expiration of the response period.	1274.913 Patent Rights—Retention by the Recipient (Small Business) (Paragraph (f)(3))
Notification of a Subcontract Award	Promptly upon award of a subcontract ...	1274.912 Patent Rights—Retention by the Recipient (Large Business)(Paragraph (g)(3)) or 1274.913 Patent Rights—Retention by the Recipient (Small Business) (Paragraph (g)(3))
Utilization of Subject Invention	Annually	1274.913 Patent Rights—Retention by the Recipient (Small Business) (Paragraph (h))
Notice of Proposed Transfer of Technology.	Prior to transferring technology to foreign firm or institution.	1274.915 Restrictions on Sale or Transfer of Technology to Foreign Firms or Institutions (Paragraph (b))
Progress Report	60 days prior to the anniversary date of the agreement (except final year).	1274.921 Publications and Reports: Non-Proprietary Research Results (Paragraph (d)(1))

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Report	Frequency	Reference
Summary of Research	90 days after completion of agreement ..	1274.921 Publications and Reports: Non-Proprietary Research Results (Paragraph (d)(2))
NASA Form 1018 Property in the Custody of Contractors.	Annually by October 15	1274.923 Equipment and Other Property (Paragraph (f))
NASA Form 1018 Property in the Custody of Contractors.	60 days after expiration date of agreement.	1274.923 Equipment and Other Property (Paragraph (f))

[67 FR 45790, July 10, 2002, as amended at 69 FR 41936, July 13, 2004]

[End of provision]

§ 1274.934 **Safety.**

§ 1274.936 **Breach of safety or security.**

SAFETY

BREACH OF SAFETY OR SECURITY

July 2002

July 2002

NASA's safety priority is to protect: (1) The public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.

Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. Safety is essential to NASA and is a material part of this contract. NASA's safety priority is to protect: The public; astronauts and pilots; the NASA workforce (including contractor employees working on NASA contracts); and high-value equipment and property. A major breach of safety by the Recipient entitles the Government to remedies (pending corrective measures by the Recipient) which includes, suspension or termination of the Cooperative Agreement, require removal or change of Recipient's personnel from performing under the Agreement. A major breach of safety must be related directly to the work on the Agreement. A major breach of safety is an act or omission of the Recipient that consists of an accident, incident, or exposure resulting in a fatality or mission failure; or in damage to equipment or property equal to or greater than \$1 million; or in any "willful" or "repeat" violation cited by the Occupational Safety and Health Administration (OSHA) or by a state agency operating under an OSHA approved plan.

(a) The Recipient shall act responsibly in matters of safety and shall take all reasonable safety measures in performing under this 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 Agreement Officer immediately (within one workday) of any accident involving death, disabling injury or substantial loss of property. 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 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]

§ 1274.935 **Security classification requirements.**

(a) Security is the condition of safeguarding against espionage, sabotage, crime (including computer crime), or attack. A major breach of security by the Recipient entitles the Government to remedies (pending corrective measures by the Recipient) which includes, suspension or termination of the Cooperative Agreement, require removal or change of Recipient's personnel from performing under the Cooperative Agreement. A major breach of security may occur on or off Government installations, but must be related directly to the work on the Cooperative Agreement. A major breach of security may arise from any of the following: compromise of classified information; illegal technology transfer; workplace violence resulting in criminal conviction; sabotage;

SECURITY CLASSIFICATION REQUIREMENTS

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Performance under this Cooperative Agreement will involve access to and/or generation of classified information, work in a secure area, or both, up to the level of *[insert the applicable security clearance level]*. Federal Acquisition Regulation clause 52.204-2 shall apply to this Agreement and DD Form 254, Contract Security Classification Specification Attachment ____ *[Insert the attachment number of the DD Form 254.]*