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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).

(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 dis-

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closed 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:

“(1) 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

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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]

§ 1260.29 [Reserved]

§ 1260.30 Rights in data.

(The grant officer may revise the language under this provision to modify each party's rights based on the particular circumstances of the program and/or the recipient's need to protect specific proprietary information. Any modification to the standard language set forth under the provision requires the concurrence of the Center's Patent Counsel and that the provision be printed in full text.)

RIGHTS IN DATA

August 2005

(a) *Fully Funded Efforts.* (1) "Data" means recorded information, regardless of form, the media on which it may be recorded, or the method of recording, created under the grant or cooperative agreement. The term includes, but is not limited to, data of a scientific or technical nature, and any copyrightable work, including computer software and documentation thereof, in which the recipient asserts copyright, or for which copyright ownership was purchased, under the grant or cooperative agreement.

(2) The Recipient grants to the Federal Government, a royalty-free, nonexclusive and irrevocable license to use, reproduce, distribute (including distribution by transmission) to the public, perform publicly, prepare derivative works, and display publicly, data in whole or in part and in any manner for Federal purposes and to have or permit others to do so for Federal purposes only.

(3) In order that the Federal Government may exercise its license rights in data, the Federal Government, upon request to the Recipient, shall have the right to review and/or obtain delivery of data resulting from the performance of work under this grant, and authorize others to receive data to use for Federal purposes.

(b) *Cost Sharing and/or Matching Efforts.* When the Recipient cost shares with the Government on the effort, the following paragraph applies:

"(1) In the event data first produced by Recipient in carrying out Recipient's responsibilities under an 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 such data is

so identified with a suitable notice or legend, the data will be maintained in confidence and disclosed and used by the Government and its Contractors (under suitable protective conditions) only for experimental, evaluation, research and development purposes, by or on behalf of the Government for an agreed to period of time, and thereafter for Federal purposes as defined in §1260.30(a)(2)."

(c) For *Cooperative Agreements* the following paragraph applies:

"(1) As to data first produced by NASA in carrying out NASA's responsibilities under a cooperative agreement and which data would embody trade secrets or would comprise commercial or financial information that is privileged or confidential if it has been obtained from the Recipient, such data will be marked with an appropriate legend and maintained in confidence for 5 years (unless a shorter period has been agreed to between the Government and Recipient) after development of the information, with the express understanding that during the aforesaid period such data may be disclosed and used (under suitable protective conditions) by or on behalf of the Government for Government purposes only, and thereafter for any purpose whatsoever without restriction on disclosure and use. Recipient agrees not to disclose such data to any third party without NASA's written approval until the aforementioned restricted period expires."

[End of provision]

[65 FR 62900, Oct. 19, 2000, as amended at 70 FR 46079, Aug. 9, 2005]

§ 1260.31 National security.

NATIONAL SECURITY

October 2000

Normally, NASA grants do not involve classified information. However, if it is known in advance that a grant involves classified information or if the work on the grant is likely to develop classified information, individuals performing on the grant who will have access to the information must obtain the appropriate security clearance in advance of performing on the grant, in accordance with NASA Policy Guidance (NPG) 1620.1, Security Procedures and Guidelines. When access to classified information is not originally anticipated in the performance of a grant, but such information is subsequently sought or potentially developed by the grant Recipient, the NASA Grant Officer who issued the grant shall be notified immediately, and prior to work under the grant proceeding, to implement the appropriate clearance requirements.