the procedures for the exercise of march-in rights shall be as set forth in
the NASA Patent Waiver Regulations, 14 CFR Section 1245, Subpart 1.

(h) Licenses and assignments under contracts with nonprofit organiza-
tions. The Headquarters Associate General Counsel (Intellectual Property) (Code
GP) is the approval authority for assignments. Contractor requests should
be made to the Patent Representative designated in the clause at 1852.227-72
and forwarded, with recommendation, to Code GP for approval.

1827.304-2 Contracts placed by or for other Government agencies. (NASA
supplements paragraph (a))

(a)(3) When a contract is placed for another agency and the agency does
not request the use of a specific patent rights clause, the contracting officer,
upon consultation with the installation intellectual property counsel, may use
the clause at FAR 52.227-11, Patent Rights—Retention by the Contractor
(Short Form) as modified by 1852.227-11 (see 1827.303-70(a)) or 1852.227-70,
New Technology (see 1827.303-70(b)).

1827.304-3 Contracts for construction work or architect-engineer services.
(NASA supplements paragraph (a))

(a) For construction or architect-
engineer services contracts with other
than a small business or nonprofit or-
ganization, see 1827.303-70(b).

1827.304-4 Subcontracts. (NASA sup-
plements paragraph (a))

(a)(i) Unless the contracting officer
otherwise authorizes or directs, con-
tractors awarding subcontracts and
subcontractors awarding lower-tier
subcontracts shall select and include
one of the following clauses, suitably
modified to identify the parties, in the
indicated subcontracts:

(A) The clause at 1852.227-70, New
Technology, in any subcontract with
other than a small business firm or a
nonprofit organization if a purpose of
the subcontract is the performance of
experimental, developmental, research,
design, or engineering work of any of
the types described in 1827.303-70(b)(1)–
(6).

(B) The clause at FAR 52.227-11, Pat-
ent Rights—Retention by the Con-
tractor (Short Form), modified by
1852.227-11 (see 1827.303-70(a)), in any
subcontract with a small business firm
or a nonprofit organization if a purpose
of the subcontract is the performance
of experimental, developmental, or re-
search work.

(ii) Whenever a prime contractor or a
subcontractor considers it inappro-
priate to include one of the clauses dis-
cussed in paragraph (a) of this section
in a particular subcontract, or a sub-
contractor refuses to accept the clause,
the matter shall be resolved by the
contracting officer in consultation
with the intellectual property counsel.

1827.304-5 Appeals.

FAR 27.304-5 shall apply unless other-
wise provided in the NASA Patent
Waiver Regulations, 14 CFR Section
1245, Subpart 1.

1827.305 Administration of the patent
rights clauses.

1827.305-4 Conveyance of invention
rights acquired by the Government.
(NASA supplements paragraph (a))

(a) When the Government acquires
the entire right to, title to, and inter-
est in an invention under the clause at
1852.227-70, New Technology, a deter-
mination of title is to be made in ac-
cordance with Section 305(a) of the Na-
tional Aeronautics and Space Act of
1958, as amended (42 U.S.C. 2457(a)), and
reflected in appropriate instruments
executed by NASA and forwarded to
the contractor.

Subpart 1827.4—Rights in Data
and Copyrights

1827.404 Basic rights in data clause.
(NASA supplements paragraphs (d),
(e), (f), (g), (h), and (i))

(g) Release, publication, and use of data. (3)(A) NASA’s intent is to ensure
the most expeditious dissemination of
computer software developed by it or
its contractor. Accordingly, when the
clause at FAR 52.227-14, Rights in
Data-General, is modified by 1852.227-14
(see 1827.409(a)), the contractor may
not assert claim to copyright, publish,
or release to others computer software
first produced in the performance of a