



National Aeronautics and
Space Administration
Washington, DC 20546

Procurement Class Deviation

PCD 25-13

SEPTEMBER 11, 2025

CLASS DEVIATION FROM FEDERAL ACQUISITION REGULATION (FAR) PART 35 AND NASA FAR SUPPLEMENT (NFS) PART 1835 TO IMPLEMENT THE REVOLUTIONARY FAR OVERHAUL (NASA Case 2025-N015)

PURPOSE: To provide a Class Deviation from the FAR to implement the FAR Council's model deviation text to FAR Part 35, Research and Development Contracting, and deviation to NFS 1835.

BACKGROUND: On April 15, 2025, the Executive Order (E.O.) 14275, ["Restoring Common Sense to Federal Procurement"](#) was signed. Section 2 of the E.O. establishes the policy that the FAR "should only contain provisions required by statute or essential to sound procurement, and any FAR provisions that do not advance these objectives should be removed." To implement E.O. 14275, the Office of Federal Procurement Policy (OFPP) is leading the **Revolutionary FAR Overhaul (RFO)** initiative. This effort is supported by the Federal Acquisition Regulatory Council (the Council) member agencies—General Services Administration, Department of Defense and NASA, along with other agencies. In line with the E.O., the initiative aims to eliminate unnecessary regulations and policies across all levels of the federal government.

The Office of Management and Budget (OMB) memorandum, M-25-26 issued on May 2, 2025, titled, Overhauling the Federal Acquisition Regulation, provided additional guidance to federal agencies regarding the FAR overhaul.

FAR Streamlining. As part of the RFO, the FAR will be streamlined to include only statutory requirements, while non-statutory content will move to new buying guides, collectively forming the Strategic Acquisition Guidance (SAG). The Council will first issue model deviation guidance by FAR part, followed by formal rulemaking through the notice-and-comment process. Agencies will have 30 days to issue class deviations based on the model text once it is released.

Streamlining Agency Acquisition Supplements. Agencies must streamline their FAR supplements by removing regulations not based on statute or executive orders and aligning with the FAR Council's deviation guidance. Supporting policies must also be updated to reflect these changes. This approach ensures the NASA FAR Supplement (NFS) remains consistent with the streamlined FAR.

FAR Buying Guides and NFS Companion Guide (CG) (coming soon). As the FAR and the NFS are streamlined, helpful non-regulatory content will be moved to new FAR Buying Guides and NFS CG. These guides are intended to offer practical instructions and best practices for implementing effective contracting methods.

RFO Part 35 is one of the model deviations released by the FAR Council. RFO Part 35 establishes streamlined requirements that apply to research and development (R&D) contracting. Burdensome, duplicative, or outdated language and language not required by statute have been removed from FAR Part 35. The plain language version of FAR Part 35 shall be adhered to.

To align with the RFO FAR Part 35, the NFS Part 1835, Research and Development Contracting, is revised to remove non-statutory and outdated language. This deviation implements the revised RFO Part 35 and NFS Part 1835.

GUIDANCE:

(1) Contracting officers shall follow the RFO Part 35 deviated text instead of FAR Part 35 as codified at 48 CFR Chapter 35. The FAR Council's RFO text is available at : [FAR Overhaul - Part 35 | Acquisition.GOV](#)

(2) COs shall also follow the NFS Part 1835 deviated text enclosed within this deviation.

ACTION REQUIRED BY CONTRACTING OFFICERS: Effectively immediately, ensure that new contract actions issued on or after the effective date comply with the policy in the PCD.

EFFECTIVE DATE: This PCD is effective as dated and shall remain in effect until implemented in the FAR and NFS or otherwise rescinded.

PROVISION AND CLAUSE CHANGES: The following clauses and provisions have been revised:

- (1) 1852.235-70, Center for AeroSpace Information (title changed to "NASA Scientific and Technical Information (STI) Compliance and Distribution Services");
- (2) 1852.235-71, Key Personnel and Facilities (title changed to "Essential Personnel and Facilities");
- (3) 1852.235-72, Instructions for Responding to NASA Research Announcements;

- (4) 1852.235-73, Final Scientific and Technical Reports (including Alternates I, II, and III),
- (5) 1852.235-74, Additional Reports of Work – Research and Development.

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Enclosure

Changes in the NFS Deviation text below are identified as follows:
Deletions shown as ~~strike throughs~~ and additions are shown as **[bold in brackets]**

PART 1835
RESEARCH AND DEVELOPMENT CONTRACTING
(Revised July 25, 2016)

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PART 1835 RESEARCH AND DEVELOPMENT CONTRACTING

~~1835.010 Scientific and technical reports.~~

~~(a)(i) *Final Reports.* Final reports must be furnished by contractors for all R&D contracts. The final report should summarize the results of the entire contract, including recommendations and conclusions based on the experience and results obtained. The final report should include tables, graphs, diagrams, curves, sketches, photographs, and drawings in sufficient detail to explain comprehensively the results achieved under the contract. The final report should comply with formatting and stylistic guidelines contained in NPR 2200.2, Requirements for Documentation, Approval, and Dissemination of NASA Scientific and Technical Information. Electronic formats for submission of reports should be used to the maximum extent practical. When reports are submitted electronically, the contracting officer should also request the submission of a paper copy of the report that could be used to validate items such as math and symbols that can be transposed due to font substitution or other electronic transmission problems. Information regarding appropriate electronic formats for final reports is available from center STI/Publications Managers or the [NASA Center for AeroSpace Information \(CASI\)](#) under "Publish STI—Electronic File Formats."~~

~~(ii) In addition to the final report submitted to the contracting officer, the contractor shall concurrently provide CASI and the center STI/Publications Manager with a copy of the letter transmitting the final report to the contracting officer.~~

~~(iii) It is NASA policy to provide the widest practicable and appropriate dissemination of scientific and technical information (STI) derived from NASA activities, including that generated under NASA research and development contracts. One mechanism for disseminating NASA STI is through CASI. Before approving a final report delivered under a contract for inclusion in the CASI repository, NASA must complete a document availability authorization (DAA) review. The DAA review is intended to ensure that NASA disseminates NASA STI in a manner consistent with U.S. laws and regulations, federal information policy and publication standards, intellectual property rights, technology transfer protection requirements, and budgetary and technological limitations. [NASA Form 1676](#), NASA Scientific and Technical Document Availability Authorization (DAA), or a center-specific version of this form, is used to complete this review. The DAA review process applies to the publication and dissemination of NASA STI by NASA or under the direction of NASA. The final report, as delivered under the contract, must not be released outside of NASA until NASA's DAA review has been completed and the availability of the document has been determined by NASA.~~

~~—— (iv) *Additional reports of work.* In addition to the final report required by paragraph (a)(i) of this section, the contracting officer, in consultation with the program or project manager, should consider the desirability of requiring periodic reports and reports on the completion of significant units or phases of work for monitoring contract performance. Any additional reports must be included in the clause at [1852.235-74](#) as a contract deliverable. (See FAR 27.403.)~~

~~—— (v) Upon receipt of the final report, or any additional reports required by [1852.235-74](#) if included in the contract, the contracting officer shall forward the reports to the contracting officer's representative (COR) for review and acceptance. The COR shall ensure that the DAA review is initiated upon acceptance of the final report or any additional reports that NASA elects to publish or release outside of NASA or present at internal meetings at which~~

foreign nationals may be present. Upon completion of the DAA review, the COR shall ensure that the DAA-approved STI and the original approved DAA form are sent to the center STI/Publication Manager. The contractor should be advised of the final availability determination. These responsibilities should be included in the COR Delegation, [NASA Form 1634](#).

(b) The final report shall include a completed Report Documentation Page, Standard Form (SF) 298, as the final page of the report.

1835.011 Data.

(a) In addition to any reports required by 1835.010, the contracting officer must specify what additional data, (type, quantity, and quality) is required under the contract, for example, presentations, journal articles, and seminar notes. (See FAR 27.403.)

1835.015 Contracts for research with educational institutions and nonprofit organizations.

~~(a)(1)(iv)~~ The research contract must include a requirement that the contractor obtain the contracting officer's approval when it plans to continue the research work during a continuous period in excess of 3 months without the participation of an approved principal investigator or project leader.

1835.016 Broad agency announcements.

- (a)(i) The following forms of broad agency announcements (BAAs) are authorized for use:
- (A) Announcements of Opportunity (see [1872](#)).
 - (B) NASA Research Announcements (see 1835.016-71).
 - (C) Other forms of announcements approved by the Senior Procurement Executive.
- (ii) Other program announcements, notices, and letters not authorized by paragraph (a)(i) of this section shall not be used to solicit proposals that may result in contracts.
- (iii) Draft or final versions of any form of BAA that directly or substantially supports a program subject to NASA Procedures and Guidelines (NPR) 7120.5 shall not be released unless—
- (A) All applicable NPR 7120.5 required documentation (see 1804.7301(b)(2)) is current and has been approved (e.g., Formulation Authorization Document, Program Commitment Agreement, Program Plan, or Project Plan); or
 - (B) Authority to proceed without the required documentation has been granted by the Chair of the Governing Program Management Council or designee.
- (a)(iv) Announcements authorized by paragraph (a)(i)(C) of this section with a total estimated dollar value of \$500M or greater, or otherwise designated by the Senior Procurement Executive, shall be supported by a Procurement Strategy Meeting and Executive Summary presentation approved by Headquarters, unless otherwise delegated.

~~(e)(i) BAAs may not preclude the participation of any offeror capable of satisfying the Government's needs unless a justification for other than full and open competition is approved under FAR 6.304.~~

~~—(ii) Upon issuance of a solicitation, contracting officers shall follow the blackout notice procedures at 1815.201.~~
~~[PN 22-14]~~

1835.016[102-70] Foreign participation under broad agency announcements (BAAs).

(a) Policy.

~~(1) NASA seeks the broadest participation in response to broad agency announcements, including foreign proposals or proposals including foreign participation. NASA's policy is to conduct research with foreign entities on a cooperative, no-exchange-of-funds basis (see NPD 1360.2, Initiation and Development of International Cooperation in Space and Aeronautics Programs). NASA does not normally fund foreign research proposals or foreign research efforts that are part of U.S. research proposals. Rather, cooperative research efforts are implemented via international agreements between NASA and the sponsoring foreign agency or funding/sponsoring institution under which the parties agree to each bear the cost of discharging their respective responsibilities.~~

~~(2) In accordance with the National Space Transportation Policy, use of a non-U.S. manufactured launch vehicle is permitted only on a no-exchange-of-funds basis.~~

~~(3) NASA funding may not be used for subcontracted foreign research efforts. The direct purchase of supplies and/or services, which do not constitute research, from non-U.S. sources by U.S. award recipients is permitted.~~

~~(b) Procedure. When a foreign proposal or a U.S. proposal with foreign participation is received in response to a BAA, the NASA sponsoring office shall determine whether the proposal conforms to the no-exchange-of-funds policy in 1835.016-70(a).~~

~~(1) If the proposal conforms to the policy in 1835.016-70(a), the NASA sponsoring office shall evaluate the proposal and make selection in accordance with 1835.016-71(d). In conjunction with the notification of successful foreign proposers, the NASA sponsoring office shall notify the Headquarters Office of External Relations, Code I. Code I will negotiate the agreement with the sponsoring foreign agency or funding institution for the proposed participation.~~

~~(2) If the proposal does not conform to the policy in 1835.016-70(a), the NASA sponsoring office shall—~~

~~(i) Determine whether the proposal merits further consideration;~~

~~(ii) If further consideration is warranted, refer the proposal to Code I; and~~

~~(iii) Complete the evaluation of the proposal. However no notification of selection, whether tentative or final, shall be made without Code I approval.~~

~~(3) Notification to Code I required by paragraphs (b)(1) and (b)(2)(ii) of this section, shall address the items contained in 1872.504(c), and shall be coordinated through the Office of Procurement.~~

1835.016[102-71] NASA Research Announcements.

~~(a) Scope.~~ An NRA is used to announce research interests in support of NASA's programs, and, after peer or scientific review using factors in the NRA, select proposals for funding. Unlike an R[~~quest~~][~~F~~][~~or~~][~~P~~][~~roposal~~] containing a statement of work or specification to which offerors are to respond, an NRA provides for the submission of competitive project ideas, conceived by the offerors, in one or more program areas of interest. An NRA shall not be used when the requirement is sufficiently defined to specify an end product or service.

~~(b) Issuance.~~

~~(1) Before issuance, each field-generated NRA shall be approved by the installation director or designee, with the concurrence of the procurement officer, and each Headquarters-generated NRA shall be approved by the cognizant Program Associate Administrator or designee, with the concurrence of the Headquarters Offices of General Counsel and Procurement. In addition, the issuing office shall obtain input from the cognizant offices responsible for matters of safety and mission assurance, occupational health, environmental protection, information technology, export control, and security. Input shall also be obtained from the appropriate systems safety organization for NRA's that may involve potentially hazardous operations such as those related to flight and/or mission-critical ground systems. The NRA approval authority shall designate the selection official.~~

~~(2) The selection official shall assure that the NRA is synopsisized prior to issuance in accordance with FAR 5.201. The synopsis shall be brief, and the technical section describing the area of interest should not exceed 50 words.~~

~~(3) If a Headquarters-generated NRA may result in awards by a NASA field installation, the issuing office shall notify the installation procurement officer and provide a copy of the NRA.~~

~~(4) The selecting official is responsible for the preparation and distribution of the NRA.~~

~~(5) NRAs normally shall remain open for at least 90 days.~~

~~(c) Content and Format.~~ All NRAs shall conform to NPR 5810.1, "Standard Format for NASA Research Announcements (NRAs) and other Announcements for Grants and Cooperative Agreements".

~~(d) Receipt of proposals, evaluation, and selection.~~

~~(1) Proposals shall be protected as provided in FAR 15.608, FAR 15.609, and 1815.609-70.~~

~~(2) Late proposals and modifications shall be treated in accordance with 1815.208.~~

~~(3) The selection decision shall be made following peer or scientific review of a proposal. Peer or scientific review shall involve evaluation by an in-house specialist, a specialist outside NASA, or both. Evaluation by specialists outside NASA shall be conducted subject to the conditions in 1815.207. After receipt of a proposal and before selection, scientific or engineering personnel shall communicate with an offeror only for the purpose of clarification (as defined in FAR 15.306), or to understand the meaning of some aspect of the proposal that is not clear, or to obtain confirmation or substantiation of a proposed approach, solution, or cost estimate.~~

~~(4) Competitive range determinations shall not be made, and final proposal revisions shall not be requested.~~

~~(5) Part of a proposal may be selected unless the offeror requests otherwise. In addition, changes to a selected proposal may be sought if (i) the ideas or other aspects of the proposal on which selection is based are contained in the proposal as originally submitted, and are not introduced by the changes; and (ii) the changes sought would not involve a material alteration to the requirements stated in the NRA. Changes that would affect a proposal's selection shall not be sought. When changes are desired, the selecting official may request revisions from the offeror or request the contracting officer to implement them during negotiations with the successful offeror(s). The changes shall not transfer information from one offeror's proposal to another offeror (see FAR 15.306(e). When collaboration between offerors would improve proposed research programs, collaboration may be suggested to the offerors.~~

~~(6) The basis for selection of a proposal shall be documented in a selection statement applying the evaluation factors in the NRA. The selection statement represents the conclusions of the selecting official and must be self-contained. It shall not incorporate by reference the evaluations of the reviewers. The selection statement shall contain the following:~~

~~(i) A brief description of the solicitation, including a statement of program objectives, the evaluation and review processes that were followed, and a summary of the results of the evaluation and review of proposals.~~

~~(ii) A listing of all selected proposals including proposal number, proposing principal investigator, proposing institution, and title (indicate partial selections when known).~~

~~(iii) A brief rationale for the selection based upon the expert evaluation of proposals by a peer panel in accordance with the evaluation criteria defined in the NRA, and incorporating programmatic factors.~~

~~(iv) A brief description of the post-panel decision making process used to arrive at the selection. In particular, the selection of proposals identified by the peer review as having a lower evaluation result than those not selected must be explained.~~

~~(7) The selecting official shall notify each offeror whose proposal was not selected for award and explain generally why the proposal was not selected. If requested, the selecting official shall arrange a debriefing under FAR 15.5, with the participation of a contracting officer.~~

~~(8) The selecting official shall forward to the contracting officer the following information:~~

~~(i) A copy of the NRA (This requirement may be waived in the case of a grant award at the discretion of the grant officer).~~

~~(ii) The results of the technical evaluation, including the total number of proposals received, the selection statement, and the listing of proposal(s) selected for funding. These requirements may be waived in the case of a grant award at the discretion of the grant officer if the purchase request specifically references the NRA number and states that the proposal forwarded for funding was selected under the NRA.~~

~~(iii) A description of any changes desired in any offeror's statement of work, including the reasons for the changes and any effect on level of funding.~~

~~(iv) If a contract will be used to fund the proposal, a description of deliverables, including technical reports, and delivery dates, consistent with the requirements of the NRA.~~

~~(v) A procurement request.~~

~~(vi) Comments on the offeror's cost proposal (either the selecting official's comments, which may be based on the reviewers' comments, or copies of the reviewers' comments with any different conclusions of the selecting official); these comments shall address the need for and reasonableness of travel, computer time, materials, equipment, subcontracted items, publication costs, labor hours, labor mix, and other costs.~~

~~(vii) A copy of the selected proposal as originally submitted, any revisions, and any correspondence from the successful offeror.~~

~~(9) The selecting official may provide to the contracting officer copies of the reviewers' evaluations. Reviewers' names and institutions may be omitted.~~

~~(10) The selecting official shall provide each offeror whose proposal was selected for negotiation a notification stating —~~

~~(i) The proposal has been selected for negotiation;~~

~~(ii) The offeror's business office will be contacted by a contracting officer, who is the only official authorized to obligate the Government; and~~

~~(iii) Any costs incurred by the offeror in anticipation of an award are at the offeror's risk.~~

~~(e) Award. The contracting officer shall choose the appropriate award instrument. If a contract is selected, the contracting officer shall —~~

~~(1) Advise the offeror that the Government contemplates entering into negotiations, type of contract contemplated, estimated award date, anticipated effort, and delivery schedule;~~

~~(2) Send the offeror a model contract, if necessary, including modifications contemplated in the offeror's statement of work, and request agreement or identification of any exceptions (the contract statement of work may summarize the proposed research, state that the research shall be conducted in accordance with certain sections of the proposal (which shall be identified by incorporating them into the contract by reference), and identify any changes to the proposed research);~~

~~(3) Request the offeror to complete and return certifications and representations and Standard Form 33, Solicitation, Offer, and Award, or other appropriate forms. If FAR 52.219-9, Small Business Subcontracting Plan, is required for the resultant contract, request the offeror to provide a subcontracting plan;~~

~~(4) Conduct negotiations in accordance with FAR Subparts 15.3 and 15.4, as applicable;~~

~~(5) Award a contract; and~~

~~(6) Comply with FAR Subparts 4.6 and 5.3 on contract reporting and synopses of contract awards.~~

~~(f) Cancellation of an NRA. When program changes, program funding, or any other reasons require cancellation of an NRA, the office issuing the NRA shall notify potential offerors by using the mailing list for the NRA.~~

~~1835.016-72 Foreign participation in NRA proposals.~~

~~Foreign proposals or U.S. proposals with foreign participation shall be treated in accordance with 1835.016-70. Additional guidelines applicable to foreign proposers are contained in the provision at [1852.235-72](#), Instructions for Responding to NASA Research Announcements.~~

1835.[101-70]070 NASA contract clauses and solicitation provision.

(a) The contracting officer **[must]** insert the clause at 1852.235-70, **Center for AeroSpace Information [NASA Scientific and Technical Information (STI) Compliance and Distribution Services]**, in all research and development contracts, and interagency agreements and cost-reimbursement supply contracts involving research and development work.

(b) The contracting officer **[must]** insert the clause at 1852.235-71, ~~Key~~ **[Essential]** Personnel and Facilities, in contracts when source selection has been substantially predicated upon the possession by a given offeror of special capabilities, as represented by ~~key~~ **[essential]** personnel or facilities.

(c) The contracting officer **[must]** ensure that the provision at 1852.235-72, Instructions for Responding to NASA Research Announcements, is inserted in all NRAs. The instructions may be supplemented, but only to the minimum extent necessary.

(d) The contracting officer **[must]** insert the clause at 1852.235-73, Final Scientific and Technical Reports, in all research and development contracts, and in interagency agreements and cost-reimbursement supply contracts involving research and development work. The contracting officer, after consultation with and concurrence of the program or project manager and the center Export Control Administrator, **[must]** insert the clause with its

(1) (1) The contracting officer, after consultation with and concurrence of the program or project manager and the center Export Control Administrator, **[must]** insert the clause with its Alternate I when the contract includes “fundamental research” as defined at 22 CFR 120.11(8) and no prior review of data, including the final report, produced during the performance of the contract is required for export control or national security purposes before the contractor may publish, release, or otherwise disseminate the data.

(2) The contracting officer, after consultation with and concurrence by the program or project manager and where necessary the center Export Control Administrator, **[must]** insert the clause with its Alternate II, when prior review of all data produced during the performance of the contract is required before the contractor may publish, release, or otherwise disseminate the data. For example, when data produced during performance of the contract may be subject to export control, national security restrictions, or other restrictions designated by NASA; or, to the extent the contractor receives or is given access to data that includes restrictive markings, may include proprietary information of others.

(3) Except when Alternate II applies in accordance with paragraph (d)(2) of this section, the contracting officer **[must]** insert the clause with its Alternate III in all SBIR and STTR contracts.

(e) The contracting officer **[must]** insert a clause substantially the same as the clause at 1852.235-74, Additional Reports of Work – Research and Development, in all research and development contracts, and in interagency agreements and cost-reimbursement supply contracts involving research and development work, when periodic reports, such as monthly or quarterly reports, or reports on the completion of significant units or phases of work are required for monitoring contract performance. The clause should be modified to reflect the reporting requirements of the contract and to indicate the timeframe for submission of the final report.

~~1835.071 NASA Research and Development (R&D) Contract Reporting.~~

~~The E-Government Act of 2002 (Public Law No. 107-347) mandated the development and maintenance of a repository that integrates information on R&D funded by the federal government. In support of that requirement, contracting officers shall insert in the description field in FPDS, or in NCWS/NCMS as applicable, a brief but informative description of the statement of work, not to exceed 250 characters, for each contract award and new work award that is funded predominantly with R&D funds.~~

1835.102-71 NASA Research Announcements(NRA).

An NRA is used to announce research interests in support of NASA's programs, and, after peer or scientific review using factors in the NRA, select proposals for funding. Unlike a Request For Proposal containing a statement of work or specification to which offerors are to respond, an NRA provides for the submission of competitive project ideas, conceived by the offerors, in one or more program areas of interest. An NRA shall not be used when the requirement is sufficiently defined to specify an end product or service.

~~/PN 24-15/~~

1852.235-70 ~~Center for AeroSpace Information~~ NASA STI Compliance and Distribution Services.

As prescribed in 1835.0[101]-70(a), insert the following clause:

**~~CENTER FOR AEROSPACE INFORMATION~~ [NASA SCIENTIFIC AND TECHNICAL
INFORMATION (STI) COMPLIANCE AND DISTRIBUTION SERVICES]
(~~DEC 2006~~) [(DEVIATION SEPT 2025)]**

(a) The Contractor should ~~register with and~~ avail itself of the services provided by the NASA Scientific and Technical Information (STI) Compliance and Distribution Services ~~Center for AeroSpace Information (CASI)~~ (<http://www.sti.nasa.gov>) for the conduct of research or research and development required under this contract. ~~CASI~~ **[NASA STI Compliance and Distribution Services]** provides a variety of services and products as a NASA repository and database of research information, which may enhance contract performance.

(b) Should ~~the CASI~~ **[NASA STI Compliance and Distribution Services]** information or service requested by the Contractor be unavailable or not in the exact form necessary by the Contractor, ~~neither CASI nor~~ NASA is **[not]** obligated to search for or change the format of the information. A failure to furnish information ~~-[shall]~~ **does** not entitle the Contractor to an equitable adjustment under the terms and conditions of this contract.

(c) Information regarding ~~CASI~~ **[NASA STI Compliance and Distribution Services,]** and the services available **[there,]** can be obtained at the Internet address contained in paragraph (a) of this clause.

(End of clause)

1852.235-71 ~~Key~~ [Essential] Personnel and Facilities.

As prescribed in 1835.0[101]-70(b), insert the following clause:

**~~KEY~~ [ESSENTIAL] PERSONNEL AND FACILITIES
(MAR 1989) [(DEVIATION SEPT 2025)]**

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor **[must]**—

(1) Notify the Contracting Officer reasonably in advance; and
(2) Submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor **[must]** make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification **[must]** constitute the Contracting Officer's consent required by this clause.

[(c) The Contractor must obtain the Contracting Officer's prior written approval anytime the Contractor plans to continue the research work during a continuous period in excess of 3 months without the participation of an approved principal investigator or project leader.]

~~[(e)(d)]~~ The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

[List here the personnel and/or facilities considered essential, unless they are specified in the contract Schedule.]

(End of clause)

1852.235-72 Instructions for Responding to NASA Research Announcements.

As prescribed in 1835.0[101]-70(c), insert the following provision:

**INSTRUCTIONS FOR RESPONDING TO NASA RESEARCH ANNOUNCEMENTS
(JUL 2016)[(DEVIATION SEPT 2025)]**

(a) General.

(1) Proposals received in response to a NASA Research Announcement (NRA) will be used only for evaluation purposes. NASA does not allow a proposal, the contents of which are not available without restriction from another source, or any unique ideas submitted in response to an NRA to be used as the basis of a solicitation or in negotiation with other organizations, nor is a pre-award synopsis published for individual proposals.

(2) A solicited proposal that results in a NASA award becomes part of the record of that transaction and may be available to the public on specific request; however, information or material that NASA and the awardee mutually agree to be of a privileged nature will be held in confidence to the extent permitted by law, including the Freedom of Information Act.

(3) NRAs contain programmatic information and certain requirements which apply only to proposals prepared in response to that particular announcement. These instructions contain the general proposal preparation information which applies to responses to all NRAs.

(4) A contract, grant, cooperative agreement, or other agreement may be used to accomplish an effort funded in response to an NRA. NASA will determine the appropriate award instrument. Contracts resulting from NRAs are subject to the Federal Acquisition Regulation and the NASA FAR Supplement. A grant, **[or] cooperative agreement, or other agreement** resulting from NRAs are subject to policies and procedures outlined ~~on~~ **[in 2 CFR 200, 2 CFR 1800, and the NASA Grant and Cooperative Agreement Manual]**. ~~Guide~~ **Grants book for Proposers Responding to a NASA Funding Announcement, 2 CFR part 1800, 14 CFR part 1274, or other agreement policy.** Any proposal from a large business concern that may result in the award of a contract, which exceeds \$5,000,000 and has subcontracting possibilities should include a small business subcontracting plan in accordance with the clause at FAR 52.219-9, Small Business Subcontracting Plan. (Subcontract plans for contract awards below \$5,000,000, will be negotiated after selection.)

(5) NASA does not have mandatory forms or formats for responses to NRAs; however, it is requested that proposals conform to the guidelines in these instructions. NASA may accept proposals without discussion; hence, proposals should initially be as complete as possible and be submitted on the proposers' most favorable terms.

(6) To be considered for award, a submission **[must]**, at a minimum, present a specific project within the areas delineated by the NRA; contain sufficient technical and cost information to permit a meaningful evaluation; be signed by an official authorized to legally bind the submitting organization; not merely offer to perform standard services or to just provide computer facilities or services; and not significantly duplicate a more specific current or pending NASA solicitation.

(b) *NRA-Specific Items.* Several proposal submission items appear in the NRA itself: the unique NRA identifier; when to submit proposals; where to send proposals; number of copies required; and sources for more information. Items included in these instructions may be supplemented by the NRA.

(c) The following information is needed to permit consideration in an objective manner. NRAs will generally specify topics for which additional information or greater detail is desirable. Each proposal copy **[must]** contain all submitted material, including a copy of the transmittal letter if it contains substantive information.

(1) *Transmittal Letter or Prefatory Material.*

(i) The legal name and address of the organization and specific division or campus identification if part of a larger organization;

(ii) A brief, scientifically valid project title intelligible to a scientifically literate reader and suitable for use in the public press;

(iii) Type of organization: e.g., profit, nonprofit, educational, small business, minority, women-owned, etc.

(iv) Name and telephone number of the principal investigator and business personnel who may be contacted during evaluation or negotiation;

(v) Identification of other organizations that are currently evaluating a proposal for the same efforts;

(vi) Identification of the NRA, by number and title, to which the proposal is responding;

(vii) Dollar amount requested, desired starting date, and duration of project;

(viii) Date of submission; and

(ix) Signature of a responsible official or authorized representative of the organization, or any other person authorized to legally bind the organization (unless the signature appears on the proposal itself).

(2) *Restriction on Use and Disclosure of Proposal Information.* Information contained in proposals is used for evaluation purposes only. Offerors or quoters should, in order to maximize protection of trade secrets or other information that is confidential or privileged, place the following notice on the title page of the proposal and specify the information subject to the notice by inserting an appropriate identification in the notice. In any event, information contained in proposals will be protected to the extent permitted by law, but NASA assumes no liability for use and disclosure of information not made subject to the notice.

Notice - Restriction on Use and Disclosure of Proposal Information

The information (data) contained in [insert page numbers or other identification] of this proposal constitutes a trade secret and/or information that is commercial or financial and confidential or privileged. It is furnished to the Government in confidence with the understanding that it will not, without permission of the offeror, be used or disclosed other than for evaluation purposes; provided, however, that in the event a contract (or other agreement) is awarded on the basis of this proposal the Government **[must]** have the right to use and disclose this information (data) to the extent provided in the contract (or other agreement). This restriction does not limit the Government's right to use or disclose this information (data) if obtained from another source without restriction.

(3) *Abstract.* Include a concise (200-300 word if not otherwise specified in the NRA) abstract describing the objective and the method of approach.

(4) *Project Description.*

(i) The main body of the proposal **[must]** be a detailed statement of the work to be undertaken and should include objectives and expected significance; relation to the present state of knowledge; and relation to previous work done on the project and to related work in progress elsewhere. The statement should outline the plan of work, including the broad design of experiments to be undertaken and a description of experimental methods and procedures. The project description should address the evaluation factors in these instructions and any specific factors in the NRA. Any substantial collaboration with individuals not referred to in the budget or use of consultants should be described. Subcontracting significant portions of a research project is discouraged.

(ii) When it is expected that the effort will require more than one year, the proposal should cover the complete project to the extent that it can be reasonably anticipated. Principal emphasis should be on the first year of work, and the description should distinguish clearly between the first year's work and work planned for subsequent years.

(5) *Management Approach.* For large or complex efforts involving interactions among numerous individuals or other organizations, plans for distribution of responsibilities and arrangements for ensuring a coordinated effort should be described.

(6) *Personnel.* The principal investigator is responsible for supervision of the work and participates in the conduct of the research regardless of whether or not compensated under the award. A short biographical sketch of the principal investigator, a list of principal publications and any exceptional qualifications should be included. Omit social security number and other personal items which do not merit consideration in evaluation of the proposal. Give similar biographical information on other senior professional personnel who will be directly associated with the project. Give the names and titles of any other scientists and technical personnel associated substantially with the project in an advisory capacity. Universities should list the approximate number of students or other assistants, together with information as to their level of academic attainment. Any special industry-university cooperative arrangements should be described.

(7) *Facilities and Equipment.*

(i) Describe available facilities and major items of equipment especially adapted or suited to the proposed project, and any additional major equipment that will be required. Identify any Government-owned facilities, industrial plant equipment, or special tooling that are proposed for use. Include evidence of its availability and the cognizant Government points of contact.

(ii) Before requesting a major item of capital equipment, the proposer should determine if sharing or loan of equipment already within the organization is a feasible alternative. Where such arrangements cannot be made, the proposal should so state. The need for items that typically can be used for research and non-research purposes should be explained.

(8) Proposed Costs (U.S. Proposals Only).

(i) Proposals should contain cost and technical parts in one volume: do not use separate "confidential" salary pages. As applicable, include separate cost estimates for salaries and wages; fringe benefits; equipment; expendable materials and supplies; services; domestic and foreign travel; ADP expenses; publication or page charges; consultants; subcontracts; other miscellaneous identifiable direct costs; and indirect costs. List salaries and wages in appropriate organizational categories (e.g., principal investigator, other scientific and engineering professionals, graduate students, research assistants, and technicians and other non-professional personnel). Estimate all staffing data in terms of staff-months or fractions of full-time.

(ii) Explanatory notes should accompany the cost proposal to provide identification and estimated cost of major capital equipment items to be acquired; purpose and estimated number and lengths of trips planned; basis for indirect cost computation (including date of most recent negotiation and cognizant agency); and clarification of other items in the cost proposal that are not self-evident. List estimated expenses as yearly requirements by major work phases.

(iii) Allowable costs are governed by FAR Part 31 and the NASA FAR Supplement Part 1831.

(iv) Use of NASA funds--NASA funding may not be used for foreign research efforts at any level, whether as a collaborator or a subcontract. The direct purchase of supplies and/or services, which do not constitute research, from non-U.S. sources by U.S. award recipients is permitted. Additionally, in accordance with the National Space Transportation Policy, use of a non-U.S. manufactured launch vehicle is permitted only on a no-exchange-of funds basis.

(9) *Security.* Proposals should not contain security classified material. If the research requires access to or may generate security classified information, the submitter will be required to comply with Government security regulations.

(10) *Current Support.* For other current projects being conducted by the principal investigator, provide title of project, sponsoring agency, and ending date.

(11) Special Matters.

(i) Include any required statements of environmental impact of the research, human subject or animal care provisions, conflict of interest, or on such other topics as may be required by the nature of the effort and current statutes, executive orders, or other current Government-wide guidelines.

(ii) Identify and discuss risk factors and issues throughout the proposal where they are relevant, and your approach to managing these risks.

(iii) Proposers should include a brief description of the organization, its facilities, and previous work experience in the field of the proposal. Identify the cognizant Government audit agency, inspection agency, and administrative contracting officer, when applicable.

(d) Renewal Proposals.

(1) Renewal proposals for existing awards will be considered in the same manner as proposals for new endeavors. A renewal proposal should not repeat all of the information that was in the original proposal. The renewal proposal should refer to its predecessor, update the parts that are no longer current, and indicate what elements of the research are expected to be

covered during the period for which support is desired. A description of any significant findings since the most recent progress report should be included. The renewal proposal should treat, in reasonable detail, the plans for the next period, contain a cost estimate, and otherwise adhere to these instructions.

(2) NASA may renew an effort either through amendment of an existing contract or by a new award.

(e) *Length.* Unless otherwise specified in the NRA, effort should be made to keep proposals as brief as possible, concentrating on substantive material. Few proposals need exceed 15-20 pages. Necessary detailed information, such as reprints, should be included as attachments. A complete set of attachments is necessary for each copy of the proposal. As proposals are not returned, avoid use of "one-of-a-kind" attachments.

(f) *Joint Proposals.*

(1) Where multiple organizations are involved, the proposal may be submitted by only one of them. It should clearly describe the role to be played by the other organizations and indicate the legal and managerial arrangements contemplated. In other instances, simultaneous submission of related proposals from each organization might be appropriate, in which case parallel awards would be made.

(2) Where a project of a cooperative nature with NASA is contemplated, describe the contributions expected from any participating NASA investigator and agency facilities or equipment which may be required. The proposal **[must]** be confined only to that which the proposing organization can commit itself. "Joint" proposals which specify the internal arrangements NASA will actually make are not acceptable as a means of establishing an agency commitment.

(g) *Late Proposals.* Proposals or proposal modifications received after the latest date specified for receipt may be considered if a significant reduction in cost to the Government is probable or if there are significant technical advantages, as compared with proposals previously received.

(h) *Withdrawal.* Proposals may be withdrawn by the proposer at any time before award. Offerors are requested to notify NASA if the proposal is funded by another organization or of other changed circumstances which dictate termination of evaluation.

(i) *Evaluation Factors.*

(1) Unless otherwise specified in the NRA, the principal elements (of approximately equal weight) considered in evaluating a proposal are its relevance to NASA's objectives, intrinsic merit, and cost.

(2) Evaluation of a proposal's relevance to NASA's objectives includes the consideration of the potential contribution of the effort to NASA's mission.

(3) Evaluation of its intrinsic merit includes the consideration of the following factors of equal importance:

(i) Overall scientific or technical merit of the proposal or unique and innovative methods, approaches, or concepts demonstrated by the proposal.

(ii) Offeror's capabilities, related experience, facilities, techniques, or unique combinations of these which are integral factors for achieving the proposal objectives.

(iii) The qualifications, capabilities, and experience of the proposed principal investigator, team leader, or ~~key~~ **[essential]** personnel critical in achieving the proposal objectives.

(iv) Overall standing among similar proposals and/or evaluation against the state-of-the-art. reasonableness of the proposed cost and available funds.

(4) Evaluation of the cost of a proposed effort may include the realism and reasonableness of the proposed cost and available funds.

(j) *Evaluation Techniques.* Selection decisions will be made following peer and/or scientific review of the proposals. Several evaluation techniques are regularly used within NASA. In all cases proposals are subject to scientific review by discipline specialists in the area of the proposal. Some proposals are reviewed entirely in-house, others are evaluated by a combination of in-house and selected external reviewers, while yet others are subject to the full external peer review technique (with due regard for conflict-of-interest and protection of proposal information), such as by mail or through assembled panels. The final decisions are made by a NASA selecting official. A proposal which is scientifically and programmatically meritorious, but not selected for award during its initial review, may be included in subsequent reviews unless the proposer requests otherwise.

(k) *Selection for Award.*

(1) When a proposal is not selected for award, the proposer will be notified. NASA will explain generally why the proposal was not selected. Proposers desiring additional information may contact the selecting official who will arrange a debriefing.

(2) When a proposal is selected for award, negotiation and award will be handled by the procurement office in the funding installation. The proposal is used as the basis for negotiation. The contracting officer may request certain business data and may forward a model award instrument and other information pertinent to negotiation.

(l) *Additional Guidelines Applicable to Foreign Proposals and Proposals Including Foreign Participation.*

(1) NASA welcomes proposals from outside the U.S. However, foreign entities are generally not eligible for funding from NASA. Therefore, unless otherwise noted in the NRA, proposals from foreign entities should not include a cost plan unless the proposal involves collaboration with a U.S. institution, in which case a cost plan for only the participation of the U.S. entity **[must]** be included. Proposals from foreign entities and proposals from U.S. entities that include foreign participation **[must]** be endorsed by the respective government agency or funding/sponsoring institution in the country from which the foreign entity is proposing. Such endorsement should indicate that the proposal merits careful consideration by NASA, and if the proposal is selected, sufficient funds will be made available to undertake the activity as proposed.

(2) All foreign proposals **[must]** be typewritten in English and comply with all other submission requirements stated in the NRA. All foreign proposals will undergo the same evaluation and selection process as those originating in the U.S. All proposals **[must]** be received before the established closing date. Those received after the closing date will be treated in

accordance with paragraph (g) of this provision. Sponsoring foreign government agencies or funding institutions may, in exceptional situations, forward a proposal without endorsement if endorsement is not possible before the announced closing date. In such cases, the NASA sponsoring office should be advised when a decision on endorsement can be expected.

(3) Successful and unsuccessful foreign entities will be contacted directly by the NASA sponsoring office. Copies of these letters will be sent to the foreign sponsor. Should a foreign proposal or a U.S. proposal with foreign participation be selected, NASA's Office of **[International and Interagency] External Relations {OIIR}** will arrange with the foreign sponsor for the proposed participation on a no-exchange-of-funds basis, in which NASA and the non-U.S. sponsoring agency or funding institution will each bear the cost of discharging their respective responsibilities.

(4) Depending on the nature and extent of the proposed cooperation, these arrangements may entail:

- (i) *An exchange of letters between NASA and the foreign sponsor; or*
- (ii) *A formal Agency-to-Agency Memorandum of Understanding (MOU).*

(m) *Cancellation of NRA.* NASA reserves the right to make no awards under this NRA and to cancel this NRA. NASA assumes no liability for canceling the NRA or for anyone's failure to receive actual notice of cancellation.

(End of provision)

1852.235-73 Final Scientific and Technical Reports.

As prescribed in 1835.0[101]-70(d) insert the following clause:

FINAL SCIENTIFIC AND TECHNICAL REPORTS (DEC 2006) [(DEVIATION SEPT 2025)]

[(a) Definitions:

(1) Preprint– The journal article version that is submitted to the journal publisher to request acceptance and publication.

(2) Accepted Manuscript– The version of the journal article that has been accepted for publication by a journal publisher and includes changes requested by the publisher and made by the author during the peer-review process. It typically includes the same content as the published article in the journal but frequently (not always) does not include the publisher's form or format. This is the version collected for PubSpace (the public searchable repository of scientific and technical reports, linked below).

(3) Version of Record (Reprint)– The version that is published in the journal by the publisher. It will typically have the date of publication and volume number. Some Federal agencies and publishers also call these the Version of Record manuscript.]

(b) The Contractor **[must]** submit to the Contracting Officer a final report that summarizes the results of the entire contract, including recommendations and conclusions based on the experience and results obtained. The final report should include tables, graphs, diagrams, curves, sketches, photographs, and drawings in sufficient detail to explain comprehensively the results achieved under the contract.

(c) The final report **[must]** be of a quality suitable for publication and **[must]** follow the formatting and stylistic guidelines contained in [[NASA Procedural Requirement \(NPR\) 2200.2, Requirements for Documentation, Approval, and Dissemination of NASA Scientific and Technical Information.](#)] Electronic formats for submission of reports should be used to the maximum extent practical: ~~Before electronically submitting reports containing scientific and technical information (STI) that is export controlled or limited or restricted, contact the Contracting Officer to determine the requirements to electronically transmit these forms of STI. If appropriate electronic safeguards are not available at the time of submission, a paper copy or a CD-ROM of the report be required. Information regarding appropriate electronic formats for final reports is available at <http://www.sti.nasa.gov> under “Publish STI—Electronic File Formats.”~~

(1) [Before submitting the final report through the NASA Form 1676 process described below, the final report must first be approved by the cognizant:

- (i) Center STI/Publication Manager (mainly for strategic input regarding publication);**
- (ii) Contracting Officer’s Representative (COR); and**
- (iii) Contracting Officer (CO). The CO must fully approve and accept the final report as meeting the requirements of the contract.**

(2) Once the above approvals and acceptance are obtained, then per NPR 2200.2, the Contractor must submit the report via NASA Form (NF) 1676, The Scientific, Technical and Research Information discovery System (STRIVES). (Contact STI Compliance and Distribution Services with questions or for assistance with the submission process.)

(3) The Contractor then submits the approved Preprint for publication through either the NASA Report Series or their journal of choice:

(i) Per NPR 2200.2, if the Contractor submits their final scientific and technical reports to be published through the NASA Report Series, the Contractor must select as the document type the Contractor Report (CR) series.

(ii) If the Contractor submits the approved report Preprint to a journal for publication and the report becomes an Accepted Manuscript, the Contractor must verify if the report has actually become a Version of Record by searching [PubSpace](#). If the report is not found, the Contractor must confirm that the publisher is included on the [list of publisher members shown on the Clearinghouse for the Open Research of the United States \(CHORUS\) website](#).

(A) If the report is found in PubSpace or the publisher is on the CHORUS Publisher Member list, then the Contractor has completed the requirements of this clause.

(B) Once the report embargo period has passed, if the Contractor is unable to find the report in PubSpace and the publisher is not then on the CHORUS Publisher Member list, the Contractor must both

(1) Submit the Version of Record (Reprint) through the NF 1676 process by attaching it to the Preprint record and completing a resubmit through the NF 1676 system. The report will be available in [PubSpace](#) on the publication date; and

(2) Request assistance with getting the publisher on the CHORUS Publisher Member list by completing and submitting the [online STI Contact form](#), and providing any related follow-on assistance requested by NASA.]

~~(e) The last page of the final report be a completed Standard Form (SF) 298, Report Documentation Page.~~

~~(d[e]) In addition to the final report submitted to the Contracting Officer, the Contractor concurrently provide to the Center STI/Publication Manager and the NASA Center for AeroSpace Information (CASI) a copy of the letter transmitting the final report to the Contracting Officer. The copy of the letter be submitted to CASI at the address listed at <http://www.sti.nasa.gov> under the "Get Help" link.~~

(e[d]) In accordance with paragraph (d) of the Rights in Data --General clause (52.227-14) of this contract, the Contractor may publish, or otherwise disseminate, data produced during the performance of this contract, including data contained in the final report, and any additional reports required by 1852.235-74 when included in the contract, without prior review by NASA. The Contractor is responsible for reviewing publication or dissemination of the data for conformance with laws and regulations governing its distribution, including intellectual property rights, export control, national security and other requirements, and to the extent the Contractor receives or is given access to data necessary for the performance of the contract which contain restrictive markings, for complying with such restrictive markings. Should the Contractor seek to publish or otherwise disseminate the final report, or any additional reports required by 1852.235-74 if applicable, as delivered to NASA under this contract, the Contractor may do so once NASA has completed its document availability authorization review, and availability of the report has been determined.

(End of clause)

ALTERNATE I
(FEB 2003) [(DEVIATION SEPT 2025)]

As prescribed by 1835.9[101]-70(d)(1), insert the following as paragraph (e) of the basic clause:

(e) The data resulting from this research activity is "fundamental research" which will be broadly shared within the scientific community. No foreign national access or dissemination restrictions apply to this research activity. The Contractor may publish, release, or otherwise disseminate data produced during the performance of this contract, including the final report, without prior review by NASA for export control or national security purposes. However, NASA retains the right to review the final report to ensure that proprietary information, which may have been provided to the Contractor, is not released without authorization and for consistency with NASA publication standards. Additionally, the Contractor is responsible for reviewing any publication, release, or dissemination of the data for conformance with other restrictions expressly set forth in this contract, and to the extent it receives or is given access to data necessary for the performance of the contract which contain restrictive markings, for compliance with such restrictive markings.

ALTERNATE II
(DEC 2005) [(DEVIATION SEPT 2025)]

As prescribed by 1835.0[101]-70(d)(2), insert the following as paragraph[s] (e) **[and (f)]** of the basic clause:

(e) Data resulting from this research activity may be subject to export control, national security restrictions or other restrictions designated by NASA; or, to the extent the Contractor receives or is given access to data necessary for the performance of the contract which contain restrictive markings, may include proprietary information of others. Therefore, the Contractor **[must]** not publish, release, or otherwise disseminate, except to NASA, data produced during the performance of this contract, including data contained in the final report and any additional reports required by 1852.235-74 when included in the contract, without prior review by NASA. Should the Contractor seek to publish, release, or otherwise disseminate data produced during the performance of this contract, the Contractor may do so once NASA has completed its document availability authorization review, and the availability of the data has been determined.

(f) All publications of any material based on or developed under NASA sponsored projects **[must]** include an acknowledgement similar to the following:

“The material is based upon work supported by the National Aeronautics and Space Administration under Contract Number XXXX.”

Except for articles or papers published in scientific, technical or professional journals, the exposition of results from NASA supported research **[must]** also include the following disclaimer: "Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the National Aeronautics and Space Administration."

ALTERNATE III
(JAN 2005) **[(DEVIATION SEPT 2025)]**

As prescribed by 1835.0[101]-70(d)(3), insert the following as paragraph (e) of the basic clause:

(e) The Contractor's rights in data are defined in FAR 52.227-20, Rights In Data – SBIR Program. The Contractor may publish, or otherwise disseminate, such data without prior review by NASA. The Contractor is responsible for reviewing publication or dissemination of the data for conformance with laws and regulations governing its distribution, including intellectual property rights, export control, national security and other requirements, and to the extent the Contractor receives or is given access to data necessary for the performance of the contract which contain restrictive markings, for complying with such restrictive markings. In the event the Contractor has established its claim to copyright data produced under this contract and has affixed a copyright notice and acknowledgement of Government sponsorship, or has affixed the SBIR Rights Notice contained in paragraph (d) of FAR 52.227-20, the Government **[must]** comply with such Notices.

1852.235-74 Additional Reports of Work -- Research and Development.

As prescribed in 1835.0[101] -70 (e), insert a clause substantially the same as the following:

**ADDITIONAL REPORTS OF WORK -- RESEARCH AND DEVELOPMENT
(FEB 2003)[DEVIATION (SEPT 2025)]**

In addition to the final report required under this contract, the Contractor **[must]** submit the following report(s) to the **[Contracting Officer Representative (COR) via]** the Contracting Officer:

(a) *Monthly progress reports.* The Contractor **[must]** submit separate monthly reports of all work accomplished during each month of contract performance. Reports **[must]** be in narrative form, brief, and informal. They **[must]** include a quantitative description of progress, an indication of any current problems that may impede performance, proposed corrective action, and a discussion of the work to be performed during the next monthly reporting period

(b) *Quarterly progress reports.* The Contractor **[must]** submit separate quarterly reports of all work accomplished during each three-month period of contract performance. In addition to factual data, these reports should include a separate analysis section interpreting the results obtained, recommending further action, and relating occurrences to the ultimate objectives of the contract. Sufficient diagrams, sketches, curves, photographs, and drawings should be included to convey the intended meaning.

(c) *Submission dates.* Monthly and quarterly reports **[must]** be submitted by the 15th day of the month following the month or quarter being reported. If the contract is awarded beyond the middle of a month, the first monthly report **[must]** cover the period from award until the end of the following month. No monthly report need be submitted for the third month of contract effort for which a quarterly report is required. No quarterly report need be submitted for the final three months of contract effort since that period will be covered in the final report. The final report **[must]** be submitted within days after the completion of the effort under the contract.

(End of clause)

CLEAN REGULATORY VERSION WITH CHANGES INCORPORATED:

PART 1835
RESEARCH AND DEVELOPMENT CONTRACTING

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PART 1835
RESEARCH AND DEVELOPMENT CONTRACTING

1835.101 Solicitations

1835.101-70 NASA contract clauses and solicitation provision.

(a) The contracting officer must insert the clause at 1852.235-70, NASA STI Compliance and Distribution Services, in all research and development contracts, and interagency agreements and cost-reimbursement supply contracts involving research and development work.

(b) The contracting officer must insert the clause at 1852.235-71, Essential Personnel and Facilities, in contracts when source selection has been substantially predicated upon the possession by a given offeror of special capabilities, as represented by essential personnel or facilities.

(c) The contracting officer must ensure that the provision at 1852.235-72, Instructions for Responding to NASA Research Announcements, is inserted in all NRAs. The instructions may be supplemented, but only to the minimum extent necessary.

(d) The contracting officer must insert the clause at 1852.235-73, Final Scientific and Technical Reports, in all research and development contracts, and in interagency agreements and cost-reimbursement supply contracts involving research and development work.

(1) The contracting officer, after consultation with and concurrence of the program or project manager and the center Export Control Administrator, must insert the clause with its Alternate I when the contract includes “fundamental research” as defined at 22 CFR 120.11(8) and no prior review of data, including the final report, produced during the performance of the contract is required for export control or national security purposes before the contractor may publish, release, or otherwise disseminate the data.

(2) The contracting officer, after consultation with and concurrence by the program or project manager and where necessary the center Export Control Administrator, must insert the clause with its Alternate II, when prior review of all data produced during the performance of the contract is required before the contractor may publish, release, or otherwise disseminate the data. For example, when data produced during performance of the contract may be subject to export control, national security restrictions, or other restrictions designated by NASA; or, to the extent the contractor receives or is given access to data that includes restrictive markings, may include proprietary information of others.

(3) Except when Alternate II applies in accordance with paragraph (d)(2) of this section, the contracting officer must insert the clause with its Alternate III in all SBIR and STTR contracts.

(e) The contracting officer must insert a clause substantially the same as the clause at 1852.235-74, Additional Reports of Work – Research and Development, in all research and development contracts, and in interagency agreements and cost-reimbursement supply contracts involving research and development work, when periodic reports, such as monthly or quarterly reports, or reports on the completion of significant units or phases of work are required for monitoring

contract performance. The clause should be modified to reflect the reporting requirements of the contract and to indicate the timeframe for submission of the final report.

1835.102-70 Foreign participation under broad agency announcements (BAAs).

(a) Policy.

(1) NASA's policy is to conduct research with foreign entities on a cooperative, no-exchange-of-funds basis (see NPD 1360.2, Initiation and Development of International Cooperation in Space and Aeronautics Programs). NASA does not normally fund foreign research proposals or foreign research efforts that are part of U.S. research proposals. Rather, cooperative research efforts are implemented via international agreements between NASA and the sponsoring foreign agency or funding/sponsoring institution under which the parties agree to each bear the cost of discharging their respective responsibilities.

(2) In accordance with the National Space Transportation Policy, use of a non-U.S. manufactured launch vehicle is permitted only on a no-exchange-of-funds basis.

(3) NASA funding may not be used for subcontracted foreign research efforts. The direct purchase of supplies and/or services, which do not constitute research, from non-U.S. sources by U.S. award recipients is permitted.

1835.102-71 NASA Research Announcements (NRA).

An NRA is used to announce research interests in support of NASA's programs, and, after peer or scientific review using factors in the NRA, select proposals for funding. Unlike a Request For Proposal containing a statement of work or specification to which offerors are to respond, an NRA provides for the submission of competitive project ideas, conceived by the offerors, in one or more program areas of interest. An NRA shall not be used when the requirement is sufficiently defined to specify an end product or service.

1852.235-70 NASA STI Compliance and Distribution Services.

As prescribed in 1835.101-70(a), insert the following clause:

**NASA SCIENTIFIC AND TECHNICAL INFORMATION (STI) COMPLIANCE AND
DISTRIBUTION SERVICES
(SEPT 2025)**

(a) The Contractor should avail itself of the services provided by the NASA Scientific and Technical Information (STI) Compliance and Distribution (<http://www.sti.nasa.gov>) for the conduct of research or research and development required under this contract. NASA STI Compliance and Distribution Services provides a variety of services and products as a NASA repository and database of research information, which may enhance contract performance.

(d) Should the NASA STI Compliance and Distribution Services information or service requested by the Contractor be unavailable or not in the exact form necessary by the Contractor, NASA is not obligated to search for or change the format of the information. A failure to furnish information must not entitle the Contractor to an equitable adjustment under the terms and conditions of this contract.

(c) Information regarding NASA STI Compliance and Distribution Services, and the services available there, can be obtained at the Internet address contained in paragraph (a) of this clause.

(End of clause)

1852.235-71 Essential Personnel and Facilities.

As prescribed in 1835.101-70(b), insert the following clause:

**ESSENTIAL PERSONNEL AND FACILITIES
(MAR 1989) (DEVIATION SEPT 2025)**

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor must—

- (1) Notify the Contracting Officer reasonably in advance; and
- (2) Submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor must make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification must constitute the Contracting Officer's consent required by this clause.

(c) The Contractor must obtain the contracting officer's prior written approval anytime the Contractor plans to continue the research work during a continuous period in excess of 3 months without the participation of an approved principal investigator or project leader.

(d) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

List here the personnel and/or facilities considered essential, unless they are specified in the contract Schedule.

(End of clause)

1852.235-72 Instructions for Responding to NASA Research Announcements.

As prescribed in [1835.101-70\(c\)](#), insert the following provision:

INSTRUCTIONS FOR RESPONDING TO NASA RESEARCH ANNOUNCEMENTS (JUL 2016) (DEVIATION SEPT 2025)

(a) General.

(1) Proposals received in response to a NASA Research Announcement (NRA) will be used only for evaluation purposes. NASA does not allow a proposal, the contents of which are not available without restriction from another source, or any unique ideas submitted in response to an NRA to be used as the basis of a solicitation or in negotiation with other organizations, nor is a pre-award synopsis published for individual proposals.

(2) A solicited proposal that results in a NASA award becomes part of the record of that transaction and may be available to the public on specific request; however, information or material that NASA and the awardee mutually agree to be of a privileged nature will be held in confidence to the extent permitted by law, including the Freedom of Information Act.

(3) NRAs contain programmatic information and certain requirements which apply only to proposals prepared in response to that particular announcement. These instructions contain the general proposal preparation information which applies to responses to all NRAs.

(4) A contract, grant, cooperative agreement, or other agreement may be used to accomplish an effort funded in response to an NRA. NASA will determine the appropriate award instrument. Contracts resulting from NRAs are subject to the Federal Acquisition Regulation and the NASA FAR Supplement. A grant or cooperative agreement from NRAs are subject to policies and procedures outlined in 2 CFR 200, 2 CFR 1800, and the NASA Grant and Cooperative Agreement Manual. Any proposal from a large business concern that may result in the award of a contract, which exceeds \$5,000,000 and has subcontracting possibilities should include a small business subcontracting plan in accordance with the clause at FAR 52.219-9, Small Business Subcontracting Plan. (Subcontract plans for contract awards below \$5,000,000, will be negotiated after selection.)

(5) NASA does not have mandatory forms or formats for responses to NRAs; however, it is requested that proposals conform to the guidelines in these instructions. NASA may accept proposals without discussion; hence, proposals should initially be as complete as possible and be submitted on the proposers' most favorable terms.

(6) To be considered for award, a submission must, at a minimum, present a specific project within the areas delineated by the NRA; contain sufficient technical and cost information to permit a meaningful evaluation; be signed by an official authorized to legally bind the

submitting organization; not merely offer to perform standard services or to just provide computer facilities or services; and not significantly duplicate a more specific current or pending NASA solicitation.

(b) **NRA-Specific Items.** Several proposal submission items appear in the NRA itself: the unique NRA identifier; when to submit proposals; where to send proposals; number of copies required; and sources for more information. Items included in these instructions may be supplemented by the NRA.

(c) The following information is needed to permit consideration in an objective manner. NRAs will generally specify topics for which additional information or greater detail is desirable. Each proposal copy must contain all submitted material, including a copy of the transmittal letter if it contains substantive information.

(1) *Transmittal Letter or Prefatory Material.*

(i) The legal name and address of the organization and specific division or campus identification if part of a larger organization;

(ii) A brief, scientifically valid project title intelligible to a scientifically literate reader and suitable for use in the public press;

(iii) Type of organization: e.g., profit, nonprofit, educational, small business, minority, women-owned, etc.

(iv) Name and telephone number of the principal investigator and business personnel who may be contacted during evaluation or negotiation;

(v) Identification of other organizations that are currently evaluating a proposal for the same efforts;

(vi) Identification of the NRA, by number and title, to which the proposal is responding;

(vii) Dollar amount requested, desired starting date, and duration of project;

(viii) Date of submission; and

(ix) Signature of a responsible official or authorized representative of the organization, or any other person authorized to legally bind the organization (unless the signature appears on the proposal itself).

(2) *Restriction on Use and Disclosure of Proposal Information.* Information contained in proposals is used for evaluation purposes only. Offerors or quoters should, in order to maximize protection of trade secrets or other information that is confidential or privileged, place the following notice on the title page of the proposal and specify the information subject to the notice by inserting an appropriate identification in the notice. In any event, information contained in proposals will be protected to the extent permitted by law, but NASA assumes no liability for use and disclosure of information not made subject to the notice.

Notice - Restriction on Use and Disclosure of Proposal Information

The information (data) contained in insert page numbers or other identification of this proposal constitutes a trade secret and/or information that is commercial or financial and confidential or privileged. It is furnished to the Government in confidence with the understanding that it will not, without permission of the offeror, be used or disclosed other than for evaluation purposes; provided, however, that in the event a contract (or other agreement) is

awarded on the basis of this proposal the Government must have the right to use and disclose this information (data) to the extent provided in the contract (or other agreement). This restriction does not limit the Government's right to use or disclose this information (data) if obtained from another source without restriction.

(3) *Abstract.* Include a concise (200-300 word if not otherwise specified in the NRA) abstract describing the objective and the method of approach.

(4) *Project Description.*

(i) The main body of the proposal must be a detailed statement of the work to be undertaken and should include objectives and expected significance; relation to the present state of knowledge; and relation to previous work done on the project and to related work in progress elsewhere. The statement should outline the plan of work, including the broad design of experiments to be undertaken and a description of experimental methods and procedures. The project description should address the evaluation factors in these instructions and any specific factors in the NRA. Any substantial collaboration with individuals not referred to in the budget or use of consultants should be described. Subcontracting significant portions of a research project is discouraged.

(ii) When it is expected that the effort will require more than one year, the proposal should cover the complete project to the extent that it can be reasonably anticipated. Principal emphasis should be on the first year of work, and the description should distinguish clearly between the first year's work and work planned for subsequent years.

(5) *Management Approach.* For large or complex efforts involving interactions among numerous individuals or other organizations, plans for distribution of responsibilities and arrangements for ensuring a coordinated effort should be described.

(6) *Personnel.* The principal investigator is responsible for supervision of the work and participates in the conduct of the research regardless of whether or not compensated under the award. A short biographical sketch of the principal investigator, a list of principal publications and any exceptional qualifications should be included. Omit social security number and other personal items which do not merit consideration in evaluation of the proposal. Give similar biographical information on other senior professional personnel who will be directly associated with the project. Give the names and titles of any other scientists and technical personnel associated substantially with the project in an advisory capacity. Universities should list the approximate number of students or other assistants, together with information as to their level of academic attainment. Any special industry-university cooperative arrangements should be described.

(7) *Facilities and Equipment.*

(i) Describe available facilities and major items of equipment especially adapted or suited to the proposed project, and any additional major equipment that will be required. Identify any Government-owned facilities, industrial plant equipment, or special tooling that are proposed for use. Include evidence of its availability and the cognizant Government points of contact.

(ii) Before requesting a major item of capital equipment, the proposer should determine if sharing or loan of equipment already within the organization is a feasible alternative. Where such arrangements cannot be made, the proposal should so state. The need for items that typically can be used for research and non-research purposes should be explained.

(8) *Proposed Costs (U.S. Proposals Only).*

(i) Proposals should contain cost and technical parts in one volume: do not use separate "confidential" salary pages. As applicable, include separate cost estimates for salaries and wages; fringe benefits; equipment; expendable materials and supplies; services; domestic and foreign travel; ADP expenses; publication or page charges; consultants; subcontracts; other miscellaneous identifiable direct costs; and indirect costs. List salaries and wages in appropriate organizational categories (e.g., principal investigator, other scientific and engineering professionals, graduate students, research assistants, and technicians and other non-professional personnel). Estimate all staffing data in terms of staff-months or fractions of full-time.

(ii) Explanatory notes should accompany the cost proposal to provide identification and estimated cost of major capital equipment items to be acquired; purpose and estimated number and lengths of trips planned; basis for indirect cost computation (including date of most recent negotiation and cognizant agency); and clarification of other items in the cost proposal that are not self-evident. List estimated expenses as yearly requirements by major work phases.

(iii) Allowable costs are governed by FAR Part 31 and the NASA FAR Supplement Part 1831.

(iv) Use of NASA funds--NASA funding may not be used for foreign research efforts at any level, whether as a collaborator or a subcontract. The direct purchase of supplies and/or services, which do not constitute research, from non-U.S. sources by U.S. award recipients is permitted. Additionally, in accordance with the National Space Transportation Policy, use of a non-U.S. manufactured launch vehicle is permitted only on a no-exchange-of funds basis.

(9) *Security*. Proposals should not contain security classified material. If the research requires access to or may generate security classified information, the submitter will be required to comply with Government security regulations.

(10) *Current Support*. For other current projects being conducted by the principal investigator, provide title of project, sponsoring agency, and ending date.

(11) *Special Matters*.

(i) Include any required statements of environmental impact of the research, human subject or animal care provisions, conflict of interest, or on such other topics as may be required by the nature of the effort and current statutes, executive orders, or other current Government-wide guidelines.

(ii) Identify and discuss risk factors and issues throughout the proposal where they are relevant, and your approach to managing these risks.

(iii) Proposers should include a brief description of the organization, its facilities, and previous work experience in the field of the proposal. Identify the cognizant Government audit agency, inspection agency, and administrative contracting officer, when applicable.

(d) *Renewal Proposals*.

(1) Renewal proposals for existing awards will be considered in the same manner as proposals for new endeavors. A renewal proposal should not repeat all of the information that was in the original proposal. The renewal proposal should refer to its predecessor, update the parts that are no longer current, and indicate what elements of the research are expected to be covered during the period for which support is desired. A description of any significant findings since the most recent progress report should be included. The renewal proposal should treat, in reasonable detail, the plans for the next period, contain a cost estimate, and otherwise adhere to these instructions.

(2) NASA may renew an effort either through amendment of an existing contract or by a new award.

(e) *Length.* Unless otherwise specified in the NRA, effort should be made to keep proposals as brief as possible, concentrating on substantive material. Few proposals need exceed 15-20 pages. Necessary detailed information, such as reprints, should be included as attachments. A complete set of attachments is necessary for each copy of the proposal. As proposals are not returned, avoid use of "one-of-a-kind" attachments.

(f) *Joint Proposals.*

(1) Where multiple organizations are involved, the proposal may be submitted by only one of them. It should clearly describe the role to be played by the other organizations and indicate the legal and managerial arrangements contemplated. In other instances, simultaneous submission of related proposals from each organization might be appropriate, in which case parallel awards would be made.

(2) Where a project of a cooperative nature with NASA is contemplated, describe the contributions expected from any participating NASA investigator and agency facilities or equipment which may be required. The proposal must be confined only to that which the proposing organization can commit itself. "Joint" proposals which specify the internal arrangements NASA will actually make are not acceptable as a means of establishing an agency commitment.

(g) *Late Proposals.* Proposals or proposal modifications received after the latest date specified for receipt may be considered if a significant reduction in cost to the Government is probable or if there are significant technical advantages, as compared with proposals previously received.

(h) *Withdrawal.* Proposals may be withdrawn by the proposer at any time before award. Offerors are requested to notify NASA if the proposal is funded by another organization or of other changed circumstances which dictate termination of evaluation.

(i) *Evaluation Factors.*

(1) Unless otherwise specified in the NRA, the principal elements (of approximately equal weight) considered in evaluating a proposal are its relevance to NASA's objectives, intrinsic merit, and cost.

(2) Evaluation of a proposal's relevance to NASA's objectives includes the consideration of the potential contribution of the effort to NASA's mission.

(3) Evaluation of its intrinsic merit includes the consideration of the following factors of equal importance:

(i) Overall scientific or technical merit of the proposal or unique and innovative methods, approaches, or concepts demonstrated by the proposal.

(ii) Offeror's capabilities, related experience, facilities, techniques, or unique combinations of these which are integral factors for achieving the proposal objectives.

(iii) The qualifications, capabilities, and experience of the proposed principal investigator, team leader, or essential personnel critical in achieving the proposal objectives.

(iv) Overall standing among similar proposals and/or evaluation against the state-of-the-art.

(4) Evaluation of the cost of a proposed effort may include the realism and reasonableness of the proposed cost and available funds.

(j) *Evaluation Techniques.* Selection decisions will be made following peer and/or scientific review of the proposals. Several evaluation techniques are regularly used within NASA. In all cases proposals are subject to scientific review by discipline specialists in the area of the proposal. Some proposals are reviewed entirely in-house, others are evaluated by a combination of in-house and selected external reviewers, while yet others are subject to the full external peer review technique (with due regard for conflict-of-interest and protection of proposal information), such as by mail or through assembled panels. The final decisions are made by a NASA selecting official. A proposal which is scientifically and programmatically meritorious, but not selected for award during its initial review, may be included in subsequent reviews unless the proposer requests otherwise.

(k) *Selection for Award.*

(1) When a proposal is not selected for award, the proposer will be notified. NASA will explain generally why the proposal was not selected. Proposers desiring additional information may contact the selecting official who will arrange a debriefing.

(2) When a proposal is selected for award, negotiation and award will be handled by the procurement office in the funding installation. The proposal is used as the basis for negotiation. The contracting officer may request certain business data and may forward a model award instrument and other information pertinent to negotiation.

(l) *Additional Guidelines Applicable to Foreign Proposals and Proposals Including Foreign Participation.*

(1) NASA welcomes proposals from outside the U.S. However, foreign entities are generally not eligible for funding from NASA. Therefore, unless otherwise noted in the NRA, proposals from foreign entities should not include a cost plan unless the proposal involves collaboration with a U.S. institution, in which case a cost plan for only the participation of the U.S. entity must be included. Proposals from foreign entities and proposals from U.S. entities that include foreign participation must be endorsed by the respective government agency or funding/sponsoring institution in the country from which the foreign entity is proposing. Such endorsement should indicate that the proposal merits careful consideration by NASA, and if the proposal is selected, sufficient funds will be made available to undertake the activity as proposed.

(2) All foreign proposals must be typewritten in English and comply with all other submission requirements stated in the NRA. All foreign proposals will undergo the same evaluation and selection process as those originating in the U.S. All proposals must be received before the established closing date. Those received after the closing date will be treated in accordance with paragraph (g) of this provision. Sponsoring foreign government agencies or funding institutions may, in exceptional situations, forward a proposal without endorsement if endorsement is not possible before the announced closing date. In such cases, the NASA sponsoring office should be advised when a decision on endorsement can be expected.

(3) Successful and unsuccessful foreign entities will be contacted directly by the NASA sponsoring office. Copies of these letters will be sent to the foreign sponsor. Should a foreign proposal or a U.S. proposal with foreign participation be selected, NASA's Office of International and Interagency Relations (OIIR) will arrange with the foreign sponsor for the proposed participation on a no-exchange-of-funds basis, in which NASA and the non-U.S. sponsoring agency or funding institution will each bear the cost of discharging their respective responsibilities.

(4) Depending on the nature and extent of the proposed cooperation, these arrangements may entail:

- (i) An exchange of letters between NASA and the foreign sponsor; or
- (ii) A formal Agency-to-Agency Memorandum of Understanding (MOU).

(m) *Cancellation of NRA*. NASA reserves the right to make no awards under this NRA and to cancel this NRA. NASA assumes no liability for canceling the NRA or for anyone's failure to receive actual notice of cancellation.

(End of provision)

1852.235-73 Final Scientific and Technical Reports.

As prescribed in [1835.101-70](#)(d) insert the following clause:

FINAL SCIENTIFIC AND TECHNICAL REPORTS (DEC 2006) (DEVIATION SEPT 2025)

(a) Definitions:

(1) Preprint– The journal article version that is submitted to the journal publisher to request acceptance and publication.

(2) Accepted Manuscript– The version of the journal article that has been accepted for publication by a journal publisher and includes changes requested by the publisher and made by the author during the peer-review process. It typically includes the same content as the published article in the journal but frequently (not always) does not include the publisher's form or format. This is the version collected for PubSpace (the public searchable repository of scientific and technical reports, linked below).

(3) Version of Record (Reprint)– The version that is published in the journal by the publisher. It will typically have the date of publication and volume number. Some Federal agencies and publishers also call these the Version of Record manuscript.

(b) The Contractor must submit to the Contracting Officer a final report that summarizes the results of the entire contract, including recommendations and conclusions based on the experience and results obtained. The final report should include tables, graphs, diagrams, curves, sketches, photographs, and drawings in sufficient detail to explain comprehensively the results achieved under the contract.

(c) The final report must be of a quality suitable for publication and must follow the formatting and stylistic guidelines contained in [NASA Procedural Requirement \(NPR\) 2200.2, Requirements for Documentation, Approval, and Dissemination of Scientific and Technical Information](#). Electronic formats for submission of reports should be used to the maximum extent practical:

(1) Before submitting the final report through the NASA Form 1676 process described below, the final report must first be approved by the cognizant:

(i) Center STI/Publication Manager (mainly for strategic input regarding publication);
(ii) Contracting Officer's Representative (COR); and
(iii) Contracting Officer (CO). The CO must fully approve and accept the final report as meeting the requirements of the contract.

(2) Once the above approvals and acceptance are obtained, then per NPR 2200.2, the Contractor must submit the report via NASA Form (NF) 1676, The Scientific, Technical and Research Information discovery System (STRIVES). (Contact STI Compliance and Distribution Services with questions or for assistance with the submission process.)

(3) The Contractor then submits the approved Preprint for publication through either the NASA Report Series or their journal of choice:

(i) Per NPR 2200.2, if the Contractor submits their final scientific and technical reports to be published through the NASA Report Series, the Contractor must select as the document type the Contractor Report (CR) series.

(ii) If the Contractor submits the approved report Preprint to a journal for publication and the report becomes an Accepted Manuscript, the Contractor must verify if the report has actually become a Version of Record by searching [PubSpace](#). If the report is not found, the Contractor must confirm that the publisher is included on the [list of publisher members shown on the Clearinghouse for the Open Research of the United States \(CHORUS\) website](#).

(A) If the report is found in PubSpace or the publisher is on the CHORUS Publisher Member list, then the Contractor has completed the requirements of this clause.

(B) Once the report embargo period has passed, if the Contractor is unable to find the report in PubSpace and the publisher is not then on the CHORUS Publisher Member list, the Contractor must both

(1) Submit the Version of Record (Reprint) through the NF 1676 process by attaching it to the Preprint record and completing a resubmit through the NF 1676 system. The report will be available in [PubSpace](#) on the publication date; and

(2) Request assistance with getting the publisher on the CHORUS Publisher Member list by completing and submitting the [online STI Contact form](#), and providing any related follow-on assistance requested by NASA.

(d) In accordance with paragraph (d) of the Rights in Data --General clause (52.227-14) of this contract, the Contractor may publish, or otherwise disseminate, data produced during the performance of this contract, including data contained in the final report, and any additional reports required by 1852.235-74 when included in the contract, without prior review by NASA. The Contractor is responsible for reviewing publication or dissemination of the data for conformance with laws and regulations governing its distribution, including intellectual property rights, export control, national security and other requirements, and to the extent the Contractor receives or is given access to data necessary for the performance of the contract which contain restrictive markings, for complying with such restrictive markings. Should the Contractor seek to publish or otherwise disseminate the final report, or any additional reports required by 1852.235-74 if applicable, as delivered to NASA under this contract, the Contractor may do so once NASA has completed its document availability authorization review, and availability of the report has been determined.

(End of clause)

**ALTERNATE I
(FEB 2023) (DEVIATION SEPT 2025)**

As prescribed by [1835.101-70\(d\)\(1\)](#), insert the following as paragraph (e) of the basic clause:

(e) The data resulting from this research activity is “fundamental research” which will be broadly shared within the scientific community. No foreign national access or dissemination restrictions apply to this research activity. The Contractor may publish, release, or otherwise disseminate data produced during the performance of this contract, including the final report, without prior review by NASA for export control or national security purposes. However, NASA retains the right to review the final report to ensure that proprietary information, which may have been provided to the Contractor, is not released without authorization and for consistency with NASA publication standards. Additionally, the Contractor is responsible for reviewing any publication, release, or dissemination of the data for conformance with other restrictions expressly set forth in this contract, and to the extent it receives or is given access to data necessary for the performance of the contract which contain restrictive markings, for compliance with such restrictive markings.

**ALTERNATE II
(DEC 2005) (DEVIATION SEPT 2025)**

As prescribed by [1835.101-70\(d\)\(2\)](#), insert the following as paragraphs (e) and (f) of the basic clause:

(e) Data resulting from this research activity may be subject to export control, national security restrictions or other restrictions designated by NASA; or, to the extent the Contractor receives or is given access to data necessary for the performance of the contract which contain restrictive markings, may include proprietary information of others. Therefore, the Contractor must not publish, release, or otherwise disseminate, except to NASA, data produced during the performance of this contract, including data contained in the final report and any additional reports required by 1852.235-74 when included in the contract, without prior review by NASA. Should the Contractor seek to publish, release, or otherwise disseminate data produced during the performance of this contract, the Contractor may do so once NASA has completed its document availability authorization review and the availability of the data has been determined.

(f) All publications of any material based on or developed under NASA sponsored projects must include an acknowledgement similar to the following:
“The material is based upon work supported by the National Aeronautics and Space Administration under Contract Number XXXX.”
Except for articles or papers published in scientific, technical or professional journals, the exposition of results from NASA supported research must also include the following disclaimer:
"Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the National Aeronautics and Space Administration."

**ALTERNATE III
(JAN 2005) (DEVIATION SEPT 2025)**

As prescribed by [1835.101-70\(d\)\(3\)](#), insert the following as paragraph (e) of the basic clause:

(e) The Contractor's rights in data are defined in FAR 52.227-20, Rights In Data – SBIR Program. The Contractor may publish, or otherwise disseminate, such data without prior review by NASA. The Contractor is responsible for reviewing publication or dissemination of the data for conformance with laws and regulations governing its distribution, including intellectual property rights, export control, national security and other requirements, and to the extent the Contractor receives or is given access to data necessary for the performance of the contract which contain restrictive markings, for complying with such restrictive markings. In the event the Contractor has established its claim to copyright data produced under this contract and has affixed a copyright notice and acknowledgement of Government sponsorship, or has affixed the SBIR Rights Notice contained in paragraph (d) of FAR 52.227-20, the Government must comply with such Notices.

1852.235-74 Additional Reports of Work -- Research and Development.

As prescribed in [1835.101-70\(e\)](#), insert a clause substantially the same as the following:

**ADDITIONAL REPORTS OF WORK -- RESEARCH AND DEVELOPMENT
(FEB 2003) (DEVIATION SEPT 2025)**

In addition to the final report required under this contract, the Contractor must submit the following report(s) to the Contracting Officer Representative (COR) via the Contracting Officer:

(a) *Monthly progress reports.* The Contractor must submit separate monthly reports of all work accomplished during each month of contract performance. Reports must be in narrative form, brief, and informal. They must include a quantitative description of progress, an indication of any current problems that may impede performance, proposed corrective action, and a discussion of the work to be performed during the next monthly reporting period

(b) *Quarterly progress reports.* The Contractor must submit separate quarterly reports of all work accomplished during each three-month period of contract performance. In addition to factual data, these reports should include a separate analysis section interpreting the results obtained, recommending further action, and relating occurrences to the ultimate objectives of the contract. Sufficient diagrams, sketches, curves, photographs, and drawings should be included to convey the intended meaning.

(c) *Submission dates.* Monthly and quarterly reports must be submitted by the 15th day of the month following the month or quarter being reported. If the contract is awarded beyond the middle of a month, the first monthly report must cover the period from award until the end of the following month. No monthly report need be submitted for the third month of contract effort for which a quarterly report is required. No quarterly report need be submitted for the final three

months of contract effort since that period will be covered in the final report. The final report must be submitted within days after the completion of the effort under the contract.
(End of clause)