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Research and Finance

Research Administration Office

# Memo

## Operating Guidance

No. 00 – 04  
October 20, 2000

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### CONTRACT AND GRANT OFFICERS

**Subject:** California Institute of Technology Jet Propulsion Laboratory General Provisions: Cost-Reimbursement Without Fee With An Educational Institution (College Or University) Contract R 5/00

### BACKGROUND:

The Jet Propulsion Laboratory (JPL), California Institute of Technology, has published a revised version of its General Provisions (GPs): Cost-Reimbursement without Fee with an Educational Institution (College or University) Contract. The most recent version is R 5/00. This version of the JPL GPs replaces all previous versions and will be used with all new contracts from JPL.

Included with this contract are several other documents:

Management of Government Property in the Possession of Contractors JPL 0968 R 1/99  
Property Close-Out Certificate JPL 0948 R 2/87  
Release of Information JPL 1737 R 9/99  
Notification to Prospective Contractors of JPL's Ethics Policies and Anti-Kickback Hot Line JPL 2385 R 7/91  
Vesting of Property Purchased with Contract Funds JPL 2710 R 1/95  
Certifications JPL 2892 R 4/99  
Asbestos Notification JPL 2895 R 9/98

### SPECIFIC CLAUSES:

Buy American Act – Supplies  
Contract Work Hours and Safety Standards Act – Overtime Compensation  
Reversion or Adjustment of Plans for Postretirement Benefits Other than Pensions  
Termination of Defined Benefit Pension Plans

These clauses do not apply to basic or applied research contracts with educational institutions. They are in these GPs as they may apply to commercial subcontractors to an educational institution. JPL has, thus, retained these clauses in this contract, but considers them self-deleting for educational institutions.

Compliance with Export Regulations  
Rights in Technical Proposal Data

\*Note: The addressees above represent the standard distribution of Contract and Grant Memos. Additional addressees, if any, may be added based on the subject of the Memo. See cc's.

These two clauses are modified for the University of California. The changes are included in the form of a Standard Alteration which is placed in every UC contract. The Compliance with Export Regulations clause is replaced by the following two clauses:

COMPLIANCE WITH EXPORT REGULATIONS

Hardware, software and related materials and services including technical data, may be subject to U. S. export control laws, including the U. S. Export Administration Act, Arms Export Control Act and their associated regulations, and may be subject to export or import regulations in other countries. Contractor agrees to strictly comply with all U. S. export control regulations, and acknowledges that, when applicable, it has the responsibility to obtain export licenses for hardware, software and related materials and services including technical data, related to the performance of this Contract, which are in its possession or control.

COMPLIANCE WITH NASA PROPERTY TRACKING REQUIREMENTS

JPL's NASA Contracting Officer (CO) is required to provide reports to NASA headquarters on the status and location of Government property which has left United States territory. Contractor will not export any Government property without prior notification to the NASA CO through the JPL negotiator.

In the Rights in Technical Proposal Data clause, the word "notwithstanding" is incorrect. It should say "subject to...." If this correction is not found in the Standard Alteration for UC, then it can be made by hand and initialed.

If any Additional General Provisions are included, they must be reviewed by the campus for acceptability.

Management of Government Property in the Possession of Contractors:

In the Definitions of "Management of Government Property", (4) "Centrally reportable equipment" is "valued at \$1,000 or more..." As this threshold is below the University's threshold for the definition of equipment, we discussed this requirement with JPL as well as with NASA directly. It is specifically a JPL requirement that adds administrative burden for equipment purchasing and management under this contract as described in (h) "Contractor-Acquired Property" and (q) "Special Reports of Government Property (reporting Centrally Reportable Equipment)."

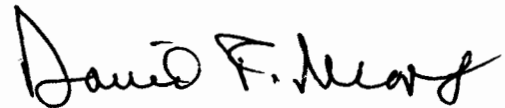
The two named forms, DD Form 1419, "DOD Industrial Plant Equipment Requisition", and DD Form 1342, "DOD Property Record" are not included in the contract or its attachments. They are not available on-line with the DFARS. If they are needed, the campus department would have to obtain paper copies. OP Materiel Management has stated that since the University's equipment threshold is \$1500, any item for less than that dollar amount has to be specifically added to the department inventory.

Website:

The JPL General Provisions as well as the additional mandatory documents listed above are available on-line at: <http://acquisition.jpl.nasa.gov/e2000.htm> They are, therefore, not included with this Memo.

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96-07, Supps. 2 and 3



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Cc: David Haskins, OP Materiel Mgt.