NIH GUIDE for GRANTS and CONTRACTS
U.S. DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE

No. 18, April 14, 1972

Announcements Concerning Contract Sources and Proposals

ANNOUNCEMENT

1. Effective immediately, announcements concerning research and development sources sought by NIH contract programs and requests for proposals will be published separately under NIH GUIDE FOR GRANTS AND CONTRACTS SUPPLEMENT.

2. Paragraph 8, page 2, of GUIDE No. 6, April 26, 1971, is rescinded.

The GUIDE is published at irregular intervals to provide policy, program, and administrative information to individuals and organizations who need to be kept informed of requirements and changes in grants and contracts programs administered by the National Institutes of Health.
UNSOLICITED PROPOSALS FOR RESEARCH CONTRACTS

PROCEDURE NOTICE

1. PURPOSE. The purpose of this issuance is to establish a uniform NIH procedure for receiving, handling, evaluating, and responding to unsolicited proposals for research contracts.

2. GENERAL

   a. An "unsolicited proposal" is a voluntary offer of new ideas and concepts which is not submitted pursuant to any formal request by the Government.

   b. Unsolicited proposals are submitted by firms or institutions in the hope that NIH will contract with them for further research on, or development of, the ideas furnished.

   c. An unsolicited proposal may be the product of original thinking by the originator. Therefore, the Government has a moral responsibility to:

      (1) refrain from divulging the contents of such proposals to third parties; and

      (2) handle the proposal in an expeditious manner that will encourage prospective contractors to disclose to NIH ideas they originate, conceive, or develop in the future.

   d. Because unsolicited proposals may properly be a basis for a sole source award, it is important that they be truly unsolicited. It would be unfair and in restraint of competition to consider a proposal as being unsolicited when it actually results from information gained by a firm or institution in conversations with NIH technical personnel concerning NIH's future contract plans.

   e. Bona fide unsolicited proposals containing original ideas may be negotiated with the originator on a sole source basis. This departure from the Government's "maximum competition" policy is justified for the following reasons:

      (1) The Government has a moral obligation to negotiate solely with the originator.

      (2) Any other practice would discourage institutions and firms from disclosing ideas that might be of substantial value to the health programs of NIH.

      (3) Making an unsolicited proposal the basis for a competitive solicitation could have serious legal implications where proprietary data are involved.

   f. Sole source awards stemming from unsolicited proposals should not lead to perpetuation of the contractor's sole source position. The initial contract should contain rights in patents and data provisions that will enable NIH to obtain competition in any follow-on contracts.
g. In some cases an unsolicited proposal may serve as a basis for a competitive solicitation if the resulting solicitation in no way reveals or identifies any of the original ideas of the originator of the unsolicited proposal. For example, an unsolicited proposal may represent a specific solution to a problem; in such case, it would not be improper to ask for solutions to that problem without specifying any technique and without revealing implicitly or explicitly the techniques of the originator.

3. **REVIEW** Every effort will be made to complete a technical evaluation of all unsolicited proposals within 30 days after receipt. If a longer time for evaluation will be required, the originator will be given an explanation of the necessity for additional evaluation time.
1. Except in instances where NIH has been delegated responsibility to act for DHEW in connection with a specific function (e.g. indirect costs), policies, procedures, and other official materials published in the NIH GUIDE FOR GRANTS AND CONTRACTS are applicable only to programs of the NIH and do not necessarily apply to other components of the Department of Health, Education, and Welfare.

2. For information concerning programs of the Health Services and Mental Health Administration (including the National Institute of Mental Health), Food and Drug Administration, Social and Rehabilitation Service, write direct to the organization concerned.

3. Page 1, GUIDE No. 16, January 14, 1972, is rescinded.
Awards in Digestive Diseases and Nutrition

ANNOUNCEMENT

1. The National Institute of Arthritis and Metabolic Diseases, NIH, is accepting applications for awards on a national competition basis from those holding health professional degrees in the clinical sciences (MD, DO, DMD, DVM, or equivalent) and whose interests are in the areas of digestive diseases and nutrition. A limited number of awards will be made in the following areas:

   a. Clinical Investigator Award in Digestive Diseases and/or Nutrition
   b. Academic Career Development Award in Digestive Diseases and/or Nutrition.

2. Salaries for each award will be individually negotiated between the sponsoring institution and NIAMD.

3. Deadlines for submission of applications are February 1 and June 1 of each year. Additional information regarding the policies governing the award, instructions for applying and application forms may be obtained by writing to:

   Digestive Diseases and Nutrition Programs, NIAMD
   Extramural Programs
   National Institutes of Health
   Westwood Building, Room 607
   Bethesda, Maryland 20014

4. This announcement supersedes the announcement, same subject, which appeared in NIH GUIDE No. 9, July 29, 1971, page 14.
POLICY

1. PURPOSE

This issuance states the NIH policies and procedures for the protection of human subjects involved in NIH-supported grant programs. It also serves to implement the DHEW Grants Administration Manual Chapter 1-40, Protection of Human Subjects. It supersedes for NIH previous instructions related to protection of human subjects included in PHS pamphlet "Protection of the Individual as a Research Subject--Grants, Awards, Contracts" dated May 1, 1969, NIH Extramural Programs Circular No. 23, dated May 14, 1969, and all other instruction inconsistent with the present policies and procedures.

2. APPLICABILITY

This policy is applicable to all NIH grants which support any activity in which human subjects may be at risk.

3. BACKGROUND

The National Advisory Health Council, after a study of the issues pertaining to clinical research and investigation involving human beings, forwarded to the Surgeon General of the Public Health Service in December 1965 their recommendation which was formulated into a policy statement for the PHS. The National Advisory Health Council's recommendation was as follows:

"Be it resolved that the National Advisory Health Council believes that Public Health Service support of clinical research and investigation involving human beings should be provided only if the judgment of the investigator is subject to prior review by his institutional associates to assure an independent determination of the protection of the rights and welfare of the individual or individuals involved, of the appropriateness of the methods used to secure informed consent, and of the risks and potential medical benefits of the investigation."

The present DHEW policy issued in April 1971, is an outgrowth of the basic principles and premises of prior PHS policies.

4. DEFINITIONS

a. Subject: This term describes any individual who may be at risk as a consequence of participation as a subject in research, development, demonstration, or other activities supported by NIH funds. This may include patients; outpatients; donors of organs, tissues, and services; informants; and normal volunteers, including students who are placed at risk during training in medical, psychological, sociological, educational, and other types of activities supported by NIH.

Of particular concern are those subjects in groups with limited civil freedom. These include prisoners, residents or clients of institutions for the mentally ill and mentally retarded, and persons subject to military discipline.

The unborn and the dead should be considered subjects to the extent that they have rights which can be exercised by their next of kin or legally authorized representatives.

b. At risk: An individual is considered to be "at risk" if he may be exposed to the possibility of any harm--physical, psychological, sociological, or other--as a consequence of any activity which goes beyond the application of those established and accepted methods necessary to meet his needs.
c. Informed consent: This is an appropriate agreement obtained from a subject, or from his authorized representative, to the subject's participation in a project or activity. The basic elements of informed consent are:

1. a fair explanation of the procedures to be followed, including an identification of those which are experimental;
2. a description of the attendant discomforts and risks;
3. a description of the benefits to be expected;
4. a disclosure of appropriate alternative procedures that would be advantageous for the subject;
5. an offer to answer any inquiries concerning the procedure; and
6. an instruction that the subject is free to withdraw his consent and to discontinue participation in the project or activity at any time.

In addition, the agreement, written or oral, entered into by the subject, should include no exculpatory language through which the subject is made to waive, or to appear to waive, any of his legal rights or to release the institution or its agents from liability for negligence.

d. Institution: Any legally responsible corporation, institution, organization or agency, other than an individual.

e. Institutional Assurance: A document submitted to the Division of Research Grants, NIH, by an authorized official of the applicant or grantee institution committing it to compliance with the DHEW policy for the protection of human subjects. The acceptance of any grant award in support of activities involving human subjects at risk constitutes a commitment from the grantee to carry out the terms of the institutional assurance.

1. A General Assurance describes institutional review and implementation procedures applicable to all DHEW-supported activities that involve human subjects. A General Assurance will only be required or accepted from institutions having a significant number of concurrent DHEW-supported activities involving human subjects.

2. A Special Assurance describes institutional review and implementation procedures applicable to a single fellowship, project, or other activity involving human subjects. A formal Special Assurance is not to be required or solicited from institutions that have an accepted General Assurance on file with the DHEW.

f. Certification: This is a notation submitted annually, either on the application or as a separate document, executed by an official authorized to sign for the institution, indicating that an institutional committee has reviewed and approved the procedures which involve human subjects in accordance with the institutional assurance approved by the DHEW.
5. POLICY Safeguarding the rights and welfare of human subjects involved in activities supported by grants from the National Institutes of Health is the responsibility of the institution which receives and is accountable to the NIH for the funds awarded for the support of the activity. It is the policy of the NIH that no grant for an activity involving human subjects at risk shall be made unless the application for such support has been reviewed and approved by an appropriate institutional committee. This review shall determine that the rights and welfare of the subjects involved are adequately protected, that the risks to an individual are outweighed by the potential benefits to him or by the importance of the knowledge to be gained, and that informed consent is to be obtained by methods that are adequate and appropriate. In addition, the committee must establish a basis for continuing review of the activity in keeping with these determinations.

Grantee institutions must submit to the Institutional Relations Branch, Division of Research Grants, NIH, for its review and acceptance on behalf of the DHEW, an assurance of its compliance with this policy. Institutions must also provide with each proposal involving human subjects a certification that it has been or will be reviewed in accordance with the institution's assurance. The National Institutes of Health may require the imposition of specific provisions for the protection of human subjects on any award.

6. PROCEDURES AND GUIDELINES Grantee institutions will follow the procedures and guidelines set forth in DHfW Publication No. (NIH) 72-102, dated December 1, 1971. Additional copies of the publication may be obtained upon request to the Chief, Institutional Relations Branch, Division of Research Grants, NIH, Bethesda, Md. 20014.

7. SINGLE AGENCY DESIGNATION The Institutional Relations Branch, Division of Research Grants, has been assigned single agency responsibility for implementation of this policy for the NIH and the DHEW. It will be responsible for the negotiation and acceptance of assurances for the protection of human subjects.

8. EFFECTIVE DATE This policy is effective on date of release.

References

(3) Code of Federal Regulations, Title 21, Food and Drug, Part 130.
(4) Cumulative List of institutions in compliance with the DHEW policy. (Issued periodically by the Division of Research Grants, NIH.)
USE OF SMALL BUSINESSES AND MINORITY-OWNED
BUSINESSES BY NIH GRANTEES (NIH 4109)

POLICY

The full text of DHEW Grants Administration Chapter 1-46 is reproduced below for
the information and guidance of all concerned.

1-46-00 BACKGROUND AND PURPOSE

A. It is a policy of the Government to encourage the development and
use of small business, and minority-owned business enterprises, in
performing services or providing products for the Federal Government.
This policy has been expressed in various Presidential directives
and in legislative requirements and required by the Small Business
Act as amended (15 U.S.C. 631 et. seq.). These directives and
legislative requirements have been implemented by HEW in its con­
tracting and other direct procurement activities.

B. A substantial portion of HEW appropriated funds is provided to
various public and private nonprofit organizations and institutions
by way of grants. Grantees, in turn, use a portion of the funds pro­
vided to them to acquire a variety of services or products necessary
to help carry out their grant-supported programs. It is the purpose
of this chapter to enunciate the HEW policy on the use of both small
business enterprises and minority business enterprises by those
organizations and institutions receiving grants, loans, and interest
subsidies from HEW.

1-46-10 APPLICABILITY

This chapter is applicable to all HEW programs, including those
awarding grants, loans, guaranteed loans, and interest subsidies to
domestic organizations. It is particularly pertinent to those awards
which provide support for construction, alterations and renovations,
procurement of consultant and other services, and purchase of supplies
and equipment from private business firms.

1-46-20 POLICY

A. In order to stimulate small business enterprises and minority business
enterprises, and enable them to exercise a more effective role in the
commercial life of the nation, it is the policy of HEW to encourage
grantees to be aware of, solicit, and make use of such enterprises in
the acquisition of services or products, including construction,
alteration and renovation, consultant and other services, and procure­
ment of supplies and equipment.

B. In carrying out this policy objective, grantees are encouraged to:

1. become aware of those small business enterprises and
   minority business enterprises that are competent to
   perform the services or provide the products that the
   grantees usually acquire;
2. ensure that such firms are included in invitations for bids or requests for proposals;

3. make use of the advice and assistance available from Government organizations. 1/

1/ Such organizations include the following: The Office of Minority Business Assistance, HEW: Office of Minority Business Enterprise, Department of Commerce; Field Offices of the Small Business Administration and the Regional Offices of HEW. The Facilities Engineering and Construction Agency and its regional field engineers are available to assist grantees in the identification of minority firms interested in performing construction, alteration and renovation activities. (See Exhibit XI-46-1.) Additionally, the Small Business Administration publishes listings of minority business firms that have been approved for assistance. In addition, the SBA Field Offices (See Exhibit XI-46-2) can provide assistance in the identification of small business sources.
 REGIONAL OFFICES OF FACILITIES ENGINEERING AND CONSTRUCTION

REGION I
Mr. James J. Sullivan
Regional Engineer
ROFEC/DHEW
John F. Kennedy Federal Building
Room 1305
Boston, Massachusetts 02203
(617) 223 6641

REGION II
Mr. Frank C. Trentacosti
Regional Engineer
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26 Federal Plaza
New York, New York 10007
(212) 264 3600

REGION III
Mr. Owen Johnson
Regional Engineer
ROFEC/DHEW
P.O. Box 12900
401 N. Broad Street
Philadelphia, Pennsylvania 19108
(215) 597 9001

REGION IV
Mr. James E. Yarbrough
Regional Engineer
ROFEC/DHEW
50 Seventh Street, NE, Room 404
Atlanta, Georgia 30323
(404) 526 3816

REGION V
Mr. Melvin Fisher
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300 South Wacker Drive, 33rd Floor
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(312) 353 6595

REGION VI
Mr. Elmer Cain
Regional Engineer
ROFEC/DHEW
1114 Commerce Street, Room 1011
Dallas, Texas 75202
(214) 749 2115

REGION VII
Mr. Marvin E. Monk, Jr.
Regional Engineer
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601 East 12th Street, Room 558 E
Kansas City, Missouri 64106
(816) 374 2387

REGION VIII
Mr. Thomas Moore
Regional Engineer
ROFEC/DHEW
Federal Office Building
19th and Stout Streets, Room 9017
Denver, Colorado 80202
(303) 297 3119

REGION IX
Mr. Jerry Kosro
Regional Engineer
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50 Fulton Street, Room 356
San Francisco, California 94102
(415) 556 7934

REGION X
Mr. Robert Mommsen
Regional Engineer
ROFEC/DHEW
Arcade Building Mezzanine
1321 Second Avenue
Seattle, Washington 98101
(412) 442 0406
<table>
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<tr>
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<td>Boston, Mass.</td>
<td>02203, John F. Kennedy Federal Building, Room 2113</td>
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<td>POD</td>
<td>Holyoke, Mass.</td>
<td>01040, 326 Appleton St.</td>
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<td>Augusta, Maine</td>
<td>04330, Federal Building, 40 Western Ave., Room 512</td>
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<td>02903, 57 Eddy St., Room 710</td>
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<td>10007, 26 Federal Plaza, Room 3930</td>
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<td>12207, 11 North Pearl St., Home Savings Bank Building, Room 911</td>
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<td>14604, Chamber of Commerce Building, 55 St Paul St.</td>
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<td>RO</td>
<td>Philadelphia, Pa.</td>
<td>19004, 1 Decker Square, East Lobby, Suite 400</td>
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<td>BO</td>
<td>Wilmington, Del.</td>
<td>19801, 901 Market St., Room 818, Market Tower Building</td>
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<td>21201, Federal Building, Hopkins Plaza, Room 1113</td>
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<td>III</td>
<td>Clarksville, W. Va.</td>
<td>26301, 109 North 3rd St., Room 301, Lawndes Building</td>
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<td>Charleston, W. Va.</td>
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<td>15222, Federal Building, 1000 Liberty Ave., Room 101</td>
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<td>23240, Federal Building, 400 North 8th St., Room 3015</td>
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<td>39501, 2500 14th St., Room 406, Security &amp; L Building</td>
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<td>32202, Federal Building, 400 West Bay St., Room 261</td>
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<td>Eau Claire, Wis.</td>
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** Dial Operator for Assistance **

10 Regional Offices (RO) 14 Branch Offices (BO) 53 District Offices (DO) 8 Post-of-Duty (POD)

SBA Form 348 (10/77) Previous Editions Are Obsolete
FELLOWSHIP PROGRAM, NATIONAL EYE INSTITUTE

1. The National Eye Institute announces the availability of Postdoctoral and Special Fellowships to support full-time research training in the sciences related to vision. These fellowships afford laboratory and clinical research scientists the opportunity to broaden their scientific background, undertake applied and basic studies that will strengthen research skills, or enlarge their command of an allied research field through interdisciplinary studies.

2. To be eligible a candidate for a Postdoctoral Fellowship must have a Ph.D.; M.D.; O.D.; D.V.M.; D.O.; or equivalent degree. Stipends for postdoctorals are $6,000, $6,500 and $7,000 per 12-month period.

3. Candidates for Special Fellowships must also have a doctorate or equivalent degree as shown above and at least three subsequent years of relevant research or professional experience or have completed residency requirements in a medical specialty or have demonstrated to the National Eye Institute sufficient competence in his field to pursue the training program. Stipends for special fellowships are individually negotiated with a base stipend of $12,500 - 15,500 being considered.

4. Candidates must clearly define their career goals as well as describe the full-time research training to be obtained during the fellowship period. After completion and approval by proposed sponsors, applications should be mailed in the self-addressed envelope provided in the kit. Every effort should be made to insure that the required Facilities and Commitment Statement, and references are received by the NIH as soon as possible. A short covering letter should accompany each application requesting consideration by the NEI. Fellowship application kits can be obtained by calling or writing to:

   Career Development Review Branch  
   Division of Research Grants  
   National Institutes of Health  
   Bethesda, Maryland 20014  
   Phone: 301 496-7221

5. The next deadline for receipt of applications is June 1, 1972, with a possible activation date of October 1, 1972. If there are any questions you are invited to contact:

   Scientific Programs Branch  
   National Eye Institute  
   National Institutes of Health  
   Bethesda, Maryland 20014  
   Phone: 301 496-5301
Vesting Title to Equipment Under Research Contracts with Educational Institutions (NIH 6131)

1. PURPOSE The purpose of this chapter is to set forth policies and procedures governing the vesting of title to equipment acquired with research contract funds applicable to NIH research contracts with educational institutions.

2. BACKGROUND AND REFERENCES Office of Management and Budget Circular No. A-101 (January 9, 1971) entitled "Administration of grants, contracts or other agreements with educational institutions," establishes a policy on vesting title to equipment that provides that "Title to equipment purchased or fabricated under any type of research instrument at educational institutions shall be vested in the institution...unless it is determined that such vesting is not in furtherance of the objectives of the agency or unless there is not proper authority to vest title in the institution. Such title shall be vested in the institution upon the acquisition of the equipment or as soon as feasible thereafter." Circular No. A-101 is binding on all Executive Departments and Establishments and has been implemented fully by the Department in paragraph 4B of Procurement Circular HEW-71.3 (5/28/71).

3. POLICY In all research contracts with educational institutions, it is NIH policy that title to property purchased or otherwise acquired by the Contractor with contract funds will vest in the Contractor upon acquisition of the property. At any time during performance of the contract or prior to final payment after completion or termination of the contract, NIH may require the Contractor to transfer to the Government, or to a third party designated by the Government, title to any item of equipment acquired under the contract and costing $1,000 or more. An exception to the foregoing policy is recognized when it is determined that vesting title to particular items of property in the educational institution will not further the objectives of NIH. In such cases, the contract will specifically provide for title to such particular items of property to vest in the Government. As a condition for the vesting in it of title to property, the Contractor must agree to use such property for the benefit of research under the contract, and any extensions or successor contracts thereto, and to continue to use such property for the benefit of research of interest to the Government. Moreover, the Contractor may not charge for any depreciation, amortization or use of any such property under any Government contract, sub-contract, or grant. With respect to items of equipment having an acquisition cost of $1,000 or more, the Contractor must agree to periodically report the acquisition of such items and to maintain a system providing for the identification, location and control of such equipment. The Contractor must also agree to transfer title to such items of equipment, either to the Government or to a third party designated by the Government, upon request of the Contracting Officer prior to final payment under the contract.

4. PROCEDURE The attached "Alteration to Form HEW-315 (Rev. 8/64) Clause 29, Government Property, in Research Contracts with Educational Institutions" implements the foregoing policy. This alteration shall be inserted in all cost-reimbursement research contracts with educational institutions, and all amendments thereto, executed after the effective date of this issuance.
The words "except as otherwise expressly provided elsewhere in this contract," appearing in subparagraph (2) of the attached alteration, furnish a basis for specifying, in the Special Provisions of the contract, those particular items of property to be acquired by the Contractor title to which will vest in the Government. Circumstances calling for the vesting of title to Contractor-acquired property in the Government are considered to be the exception rather than the rule. However, such situations may arise when, for example, the acquisition cost of particular items of equipment may be relatively high, or their expected useful life may be relatively long, compared with the anticipated value or duration of the contract, or the item to be acquired has a clearly foreseeable utility to other NIH contracts or intramural activities. Whenever the contract provides for the vesting of title to the Government to specified items of Contractor-acquired property, the contract record of negotiation will set forth reasons supporting the determination, with respect to each specified item of property, that vesting of title to such property in the Contractor is not in furtherance of the NIH program.

To protect the Government's right to request the transfer of title to particular items of equipment having an acquisition cost of $1,000 or more, as provided in subparagraph (3) of the attached alteration, Contracting Officers will maintain records of all such equipment as reported by the Contractor. The Contracting Officer should consult with the Project Officer and other interested NIH officials to determine whether to request the transfer of title to particular items of equipment. Such requests will be transmitted to the Contractor in writing prior to final payment. The term "final payment" will be construed to mean "financial settlement," based upon the submission of completion vouchers or invoices and the exchange of release documents, as described in the applicable "Payment" provisions of the contract. The time involved in effecting final payment is considered sufficient to allow for making the foregoing determination.

5. POLICY REGARDING OTHER NONPROFIT ORGANIZATIONS NOT AFFECTED. OMB Circular No. A-101 applies only to research agreements with educational institutions. Paragraph 4.D. of Procurement Circular HEW-71.3 establishes a discretionary policy regarding the vesting of title to equipment acquired with research contract funds by other nonprofit organizations eligible to receive title pursuant to the provisions of 42 U.S.C. 1892. Pending issuance of guidance specifically addressing this matter, the policy of "donating" equipment after completion of research contract work, as adopted by the Research Contracts Policy Board, will continue in effect with respect to title to equipment acquired under research contracts with nonprofit organizations other than educational institutions.

6. APPROVAL OF SUBCONTRACTS NOT AFFECTED. Policies and procedures regarding approvals required prior to the acquisition of property by Contractors are not affected by this release, which pertains only to the vesting of title once such property has been acquired. Such approval requirements will continue to be governed by the "Subcontracting" clause and by any pertinent advance understandings in each particular contract.
Attachment 1

Alteration to Form HEW-315 (Rev. 8/64) Clause 29, Government Property in Research Contracts with Educational Institutions

Paragraph (c) of the clause entitled "Government Property" is deleted and the following is substituted therefor:

(c) Title. (1) Title to all Government-Furnished Property shall remain in the Government.

(2) Except as otherwise expressly provided elsewhere in this contract, title to all material, supplies and equipment purchased or otherwise acquired by the Contractor, for the cost of which the Contractor is to be reimbursed as a direct item of cost, shall be and remain in the Contractor subject to the provisions of subparagraph (3) below: Provided, however, that the Contractor shall not, under any Government contract or subcontract thereunder or under any Government grant, charge for any depreciation, amortization, or use of any property title to which remains in the Contractor pursuant to this subparagraph. The Contractor agrees to use such materials, supplies and equipment for the benefit of research under this contract and any extensions or successor contracts thereto and to continue to use such property for the benefit of research of interest to the Government.

(3) With respect to items of equipment having an acquisition cost of $1,000 or more, title to which vests in the Contractor pursuant to subparagraph (2) above, the Contractor agrees:

(a) to report such items to the Contracting Officer from time to time as they are acquired and to maintain a control system which will permit their ready identification and location; and

(b) to transfer title to any such items to the Government, or to a third party designated by the Government, in accordance with any written request therefor issued by the Contracting Officer at any time prior to final payment under this contract.

(4) All Government-Furnished Property, together with all property acquired by the Contractor, title to which vests in the Government pursuant to any other express provision of this contract, is subject to the provisions of this clause and is hereinafter collectively referred to as "Government Property."
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