

To: Contract & Grant Officers

Subject: Approved Alterations to California Institute of Technology Jet Propulsion Laboratory General Provisions: Cost-Reimbursement without Fee with an Educational Institution (College or University) CREI R 11/10 and Research Support Agreement (RSA) 10/10

The California Institute of Technology Jet Propulsion Laboratory (JPL) has modified its [Cost-Reimbursement without Fee with an Educational Institution \(College or University\) \(CREI\)](#) and its [Research Support Agreement \(RSA\)](#) since [Operating Guidance Memo 00-04, Supplement 4](#), was published in September 2006.

All “Approved Alterations” to date to the JPL CREI or RSA agreements with the University of California are in the attachment to this Memo. The most recent versions of the JPL CREI and RSA added a new clause entitled *Access to Sensitive Information*. The clause was of concern because its broad definition of “sensitive information” makes it difficult for a campus and a Principal Investigator to comply with the clause’s extensive requirements. The University and JPL have agreed to an Approved Alteration to this clause which is included in the attachment to this Memo.

As explained in [Operating Guidance Memo 00-04, Supplement 3](#), the University’s Approved Alterations to these JPL agreements are not incorporated into the JPL CREI and RSA. The campus Contract Officer needs to review the agreement for one of the following: an “Alteration Provisions” article incorporated into a CREI agreement; an “Alterations to This RSA” article in an RSA; or Approved Alterations in the Acknowledgments.

Specifically, with regard to the *Access to Sensitive Information* clause, the Alteration modifies paragraphs (a) (3) and (4) to clarify and narrow the definition of Sensitive Information. Should your Principal Investigator’s project require Sensitive Information from JPL as defined, he/she will be required to sign a non-disclosure agreement and will need to be advised on the restrictions and requirements of this clause. However, JPL RSAs and CREIs with the University generally do not require access to such data as defined in this clause.

JPL has also suggested that, if applicable to the specific RSA or CREI, JPL can also add to the cover letter or the body of the CREI & RSA that “The research to be performed under this subcontract does not require access to JPL electronic resources.” Such a statement is intended to make it clear that the *Access to Sensitive Information* clause would not apply to the specific RSA or CREI scope of work.

As noted in [Operating Guidance Memo 00-04, Supplement 4](#), JPL makes minor revisions to these documents periodically and without our review. Unless a revision makes a substantive change to the JPL terms and conditions, campuses can continue to accept future version of either of these Agreements without OP RPAC review. However, if you receive a version with a different date from the ones indicated in this memo, please ask the JPL Contract Officer to point out the changes made in the new version. If they are minor, the newer version can be accepted. If you find that modifications have some policy or administrative impact or have questions about them, please contact our office before accepting them.

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A handwritten signature in black ink, reading "Wendy D. Streitz". The signature is fluid and cursive, with the first and last names being more prominent than the middle initial.

Wendy D. Streitz
Executive Director
Research Policy Analysis & Coordination

Attachments: Article 5. Alteration Provisions; Operating Guidance Memo 00-04, Supplement 4;
Operating Guidance Memo 00-04, Supplement 3;