National Aeronautics and Space Administration

Contracting Officer Technical Representative (COTR) / Alternate COTR Delegation

TO:	FROM:

CONTRACTOR	CONTRACT NO.

1. Pursuant to the Federal Acquisition Regulation (FAR) and NASA FAR Supplement, you are hereby appointed the:

   ☐ Contracting Officer Technical Representative (COTR) for the contract identified above. The COTR's function is to serve as technical liaison between the Contractor and the Contracting Officer. The COTR is responsible for monitoring the Contractor's performance and delivery of the final product and/or services under the contract. Specific duties and responsibilities are listed in paragraph 3 below.

   ☐ Alternate COTR for the contract identified above to act during short absences of the COTR. The Alternate COTR's function is to serve as technical liaison between the Contractor and the Contracting Officer. The Alternate COTR is responsible for monitoring the Contractor's performance and delivery of the final product and/or services under the contract. Specific duties and responsibilities are listed in paragraph 3 below.

2. The duties delegated in this letter are not redelegable. The COTR/Alternate COTR is cautioned that he or she may be personally liable for actions taken or direction given beyond the authorities delegated in this letter.

3. The following authority and responsibilities, when checked below, are hereby delegated to the individual appointed by paragraph 1 above:

   ☐ (a) Monitor contract performance and immediately report all problems related to it to the Contracting Officer. Keep the Contracting Officer informed, both orally and in writing, of the status of the contract and performance of its requirements. No periodic reports, as such, are required, but care should be taken to promptly report any potential disagreement or controversy that may arise.

   ☐ (b) Establish, and provide to the Contracting Officer, a surveillance plan that will ensure receipt of the quantity and kinds of supplies or services required by the contract.

   ☐ (c) Perform on-site surveillance in accordance with the surveillance plan (see paragraph 3(b) above). Document surveillance activities and provide a copy of documentation to the Contracting Officer (see paragraph 3(a) above). Assure technical proficiency and compliance with the technical provisions of the contract by review and verification of the performance of work accomplished by the Contractor. Coordinate with Defense Contract Administration Services (DCAS) when a partial contract administration delegation has been made to that agency to ensure that there is no duplication of administration efforts.

   ☐ (d) Ensure that the Contractor complies with the defined Statement of Work or specifications included in the contract. Assist the Contractor and the Contracting Officer in interpreting technical requirements of the contract scope of work or specifications. Differences of opinion shall be referred to the Contracting Officer for resolution.

   ☐ (e) Assure that the Contractor uses the levels of personnel contracted for and necessary for performance of contractual requirements and that the level of personnel contracted for is not diluted by the excessive use of lower caliber personnel.

   ☐ (f) Review and evaluate the Contractor's progress in relation to expenditures and advise the Contracting Officer of any disparity indicating excessive or deficient funding.

   ☐ (g) Review Contractor invoices and recommend approval/disapproval for payment as appropriate. Such review shall be completed in a manner so as to allow timely payment under the Prompt Payment Act and avoidance of payment of interest penalties.

   ☐ (h) Recommend in writing to the Contracting Officer any changes desired in scope and/or technical provisions of the contract with justification for the proposed action. If the Contractor proposes a change, obtain the Contractor's written statement to that effect and forward it to the Contracting Officer together with your analysis and recommendation. YOU ARE NOT DELEGATED TO AUTHORIZE ANY CHANGES IN THE STATEMENT OF WORK OR SPECIFICATIONS OR DUTIES OF THE PARTIES AS STATED IN THE CONTRACT.

   ☐ (i) Ensure that proper action has been taken to formally modify the contract before the Contractor proceeds with any changes in the work or services to be performed.

☐ (j) As requested, prepare and forward to the Contracting Officer cost estimates for any proposed increase or decrease in the work and/or services to be performed. Obtain certified funds when necessary for proposed increases.

☐ (k) Perform inspections of completed work and/or services and certify or have certified (by authorized Government officials) acceptance or non acceptance of work.

☐ (l) After completion of work, notify the Contracting Officer when the contractor has met all terms of the contract and make any appropriate recommendations.

☐ (m) The contract includes the ☐ Patent Rights clause or ☐ New Technology clause.

The Patent Rights clause requires the disclosure and reporting of inventions (includes software). The New Technology clause requires the disclosure and reporting of inventions (includes software), discoveries, improvements, and innovation. Communicate to the contractor the importance of complying with the clause and include the required reporting as part of your review of the progress of the contract. During the course of the contract, encourage the contractor to report technical innovation and inform the New Technology Representative of any potential innovations and/or inventions associated with the contract.

☐ (n) Other duties as follows:

4. In order to record your actions as COTR/Alternate COTR, you should set up and maintain a file of letters you may send to and receive from the Contractor and Contracting Officer and memoranda for record of any such non written actions and/or decisions. This file is considered a segment of the official contract file and should be forwarded to the Contracting Officer at the conclusion of this contract.

5. This delegation as COTR/Alternate COTR does not in any way alter or supersede your existing relationship with your supervisor.

6. This appointment is effective upon receipt by you and shall remain in effect until closeout and final payment of the assigned contract or until terminated in writing by me or other appropriate Contracting Officer.

TYPED NAME OF CONTRACTING OFFICER	SIGNATURE OF CONTRACTING OFFICER	DATE

THE ABOVE DELEGATION IS HEREBY ACCEPTED

TYPED NAME OF COTR/ALTERNATE COTR	SIGNATURE OF COTR/ALTERNATE COTR	DATE

SPECIAL INSTRUCTIONS

The COTR/Alternate COTR is requested to sign and return the original of this document to the Contracting Officer and retain one copy for his or her file; the Contractor is requested to retain this letter in its official file.