



**Coalition for Academic Scientific Computation Response to the FAR  
Overhaul (RFO) Initiative**

**Submission Deadline: 9/15/2025**

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## Response

CASC appreciates the opportunity to provide feedback on the Revolutionary FAR Overhaul (RFO) Initiative. Our comments focus on improving the applicability, clarity, and effectiveness of the FAR in the context of research computing and data management within academic institutions.

### 1. Applicability of FAR Clauses to University Research

- Current practice often includes FAR clauses in university contracts that are inapplicable to the conduct of research. This creates administrative burden, confusion, and legal risk, particularly when requirements flow through to subcontracts from primary contracts without scrutiny about the applicability of the requirements for the statement of work (SOW) in the subcontract.
- Representations outside the contract (“self-deleting” or “inapplicable” clauses) are insufficient to mitigate these risks because the context of the inapplicability is not clearly stated. That results in further legal advice and negotiations to clarify.

- We recommend creating a subset of FAR clauses specifically tailored to universities, clearly defining which clauses are always applicable to academic research projects, which are never applicable, and which ones apply under clearly stated conditions. Such a menu would be easy to customize for the wide variety of research projects that are covered in contracts and subcontracts with academic research institutions, without the need for time-consuming investigation and involvement of legal counsel.
- For subcontracts to universities, primes should be required to flow down this university-specific subset of FAR clauses automatically. This will make roles, responsibilities, and requirements clear for all contracting officers involved: Officers in the federal government, at the primary contractor, and anyone in the (chain of) subcontractor(s).
- Agencies should make determinations about the applicability of FAR clauses at the time of contract issuance (similar to Other Transaction Authority (OTA) agreements), such as confirming whether a project qualifies as fundamental research.

## 2. Recognition of Fundamental Research and Open Science

- The FAR should explicitly recognize fundamental research as the default for academic grants and contracts. Current regulations treat fundamental research as an exception.
- Intellectual property and data rights in university research contracts should reflect open science priorities. As the default, universities should maintain perpetual rights to research data for academic use and enable appropriate sharing with the broader research community.
- FAR clauses should take the default posture that academic institutions are contractors who handle specified data, such as Federal Contract Information (FCI) and controlled unclassified information (CUI). The contracts where an academic institution engages in a contract that makes

the academic institution, or part of it, a service provider for the federal government acting for and in the name of the federal government are rare; in these contracts full FISMA compliance is required. In the majority of contracts with academic institutions, the involvement of the federal government is much less than required by FISMA.

### 3. Research Data Management and Security

- Contracts should explicitly define markings and handling requirements for research data with potential sensitivity or compliance obligations. National Academies of Sciences (NAS) reports emphasize the importance of clear data management policies, reproducibility, and open data practices in federally funded research.
- FAR clauses should clearly specify standards and procedures for transferring, storing, and computing with research data. This will allow academic institutions to meet these requirements while taking the unique needs of research computing environments into account.

## Executive Summary Recommendations for FAR Overhaul

- Establish a “University Research FAR Subset” tailored to academic research.
- Require prime contractors to flow down this subset automatically to university subcontracts.
- Include explicit guidance for fundamental research determination and data applicability at contract inception.
- Clarify intellectual property and data rights to support open science and academic research priorities.

- Align FAR clauses with research computing best practices, including secure data management, long-term preservation, and support for high-performance computing and collaborative environments.

CASC looks forward to continued engagement with OMB, federal agencies, and stakeholders to ensure the FAR Overhaul strengthens research innovation while reducing unnecessary administrative burden for academic institutions. More information about CASC is available at <http://casc.org>.