

NONREIMBURSABLE SPACE ACT AGREEMENT
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
GEORGE C. MARSHALL SPACE FLIGHT CENTER
AND
LINCOLN COUNTY HIGH SCHOOL TO PRODUCE HARDWARE OR OTHER
USEFUL PRODUCTS UNDER THE HIGH SCHOOLS UNITED WITH NASA TO
CREATE HARDWARE (HUNCH) PROGRAM

ARTICLE 1. AUTHORITY AND PARTIES

In accordance with the National Aeronautics and Space Act (51 U.S.C. § 20113(e)), this Agreement is entered into by the National Aeronautics and Space Administration George C. Marshall Space Flight Center, located at Marshall Space Flight Center, AL 35812 (hereinafter referred to as "NASA" or "NASA MSFC") and Lincoln County High School located at 1233 Huntsville Hwy Fayetteville, TN 37334-3617 (hereinafter referred to as "Partner" or "LCHS"). NASA and Partner may be individually referred to as a "Party" and collectively referred to as the "Parties."

ARTICLE 2. PURPOSE

This agreement shall be for the purpose of NASA MSFC and LCHS participating in the HUNCH program. The goal of the NASA HUNCH Program is to inspire the next generation of explorers through hands-on projects for students. It is intended to solicit products, services, and ideas with the primary objective of stimulating innovation with the potential to advance NASA's mission through the collaboration with educational institutions and students. HUNCH directly supports the International Space Station (ISS) Crew and ground-based training by providing simulator mockups and hardware support for the MSFC Payload Operations Support Center. This partnership also includes the Space Launch Systems (SLS) prototyping and design/build concepts for scale and full size mockups.

Work under this Agreement could include tasks such as design drafting and rapid prototype development; printing parts via a 3D printer for modeling; composite lay-up, computer electronics, precision machining, welding and/or sheet metal work. The NASA HUNCH program receives funding to provide materials (consumables and useable) to support assigned project tasks. In some cases, NASA MSFC will loan equipment to the school to assist with the fabrication of the product.

ARTICLE 3. RESPONSIBILITIES

A. NASA MSFC will use reasonable efforts to:

1. Perform the following responsibilities and adjust such responsibilities as necessary to accomplish the purpose of the agreement without changing its scope:

- a. Coordinate with LCHS to determine specific projects for each school year.
 - b. Coordinate internal reviews and the necessary approvals for projects and students through the Export Control office and Security office, as needed.
 - c. Provide design drawings and other information necessary for the students to successfully complete the assigned project.
 - d. Provide consultation with subject matter experts on a periodic basis to assist the students in fabricating products.
 - e. Provide in-kind materials required for the construction of assigned project item(s) as contributed by the appropriate (receiving) program office e.g., NASA ISS Payload Program for ISS related tasks.
 - f. Provide shipping and/or transportation of materials, partially completed mock-ups, and finished mock-ups between LCHS and NASA MSFC.
 - g. Provide access to equipment (when applicable) or loan specific or unique equipment to the LCHS for assistance, as needed, for project completion.
 - h. Coordinate student access to the NASA MSFC through the MSFC Security Office in order to enable LCHS to participate in on-site meetings and use/view equipment and hardware.
 - i. Communicate with students and instructors, as needed, to ensure product quality and timeliness and may continue to seek additional feedback from LCHS regarding LCHS 's participation in the HUNCH activities.
2. Coordinate with LCHS to develop/determine what HUNCH project will be worked during the academic school year(s).
 3. Provide HUNCH Team Coordinator to work with LCHS to produce training hardware, software, and/or videos for NASA.
 4. Provide ongoing HUNCH Team Coordinator support to LCHS.

B. LCHS will use reasonable efforts to:

1. Perform the following responsibilities and adjust such responsibilities as necessary to accomplish the purpose of the agreement without changing its scope:
 - a. Coordinate with NASA MSFC to determine specific projects for school year.

- b. Choose students with the appropriate skills necessary to complete/fabricate the project and provide a list of students (including foreign nationals) involved to the NASA HUNCH Team Coordinator.
 - c. Provide appropriate instruction and guidance to the students related to fabrication quality, timeliness, and fidelity.
 - d. Provide facilities, equipment, and tools needed to perform these tasks.
 - e. Ensure students are provided with safe working conditions and assignments.
 - f. Communicate with students and NASA Hunch Team Coordinator, as needed, to ensure product quality and timeliness.
 - g. Provide progress report to NASA HUNCH Team Coordinator.
 - h. Provide status to NASA MSFC on the delivery of project.
 - i. Deliver project to NASA MSFC at a Team Recognition Day and provide feedback to NASA MSFC about the project as requested via website surveys.
2. Coordinate with NASA MSFC to develop/determine what HUNCH project will be worked during the academic school year(s).

ARTICLE 4. SCHEDULE AND MILESTONES

The planned major milestones for the activities defined in the "Responsibilities" Article are as follows:

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| 1. HUNCH Team Coordinator and Partner determine specific project(s) for each school year. Partner will choose students with appropriate skills that are necessary to complete the project and provide a student list to NASA MSFC. | Start of each academic year plus two (2) weeks |
| 2. NASA MSFC will conduct internal reviews and the necessary approvals for projects and students through the Export Control office and Security office. | As needed |
| 3. Project is assigned to Partner. HUNCH Team Coordinator provides design drawings and other information necessary for the students to successfully complete the assigned project. HUNCH Team Coordinator provides materials required for the construction of assigned project item(s). | One (1) month following start of each academic year |
| 4. Progress report due to HUNCH Team Coordinator. | Halfway between start of |

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| | each academic year and April of each academic year |
| 5. Ongoing HUNCH Team Coordinator support to Partner. | Start of each academic year through April of each academic year |
| 6. Delivery of project to MSFC at a Team Recognition Day. Provide feedback to MSFC about the project as requested via website surveys. | April of each academic year |

ARTICLE 5. FINANCIAL OBLIGATIONS

There will be no transfer of funds between the Parties under this Agreement and each Party will fund its own participation. All activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, (31 U.S.C. § 1341).

ARTICLE 6. PRIORITY OF USE

Any schedule or milestone in this Agreement is estimated based upon the Parties' current understanding of the projected availability of NASA goods, services, facilities, or equipment. In the event that NASA's projected availability changes, Partner shall be given reasonable notice of that change, so that the schedule and milestones may be adjusted accordingly. The Parties agree that NASA's use of the goods, services, facilities, or equipment shall have priority over the use planned in this Agreement. Should a conflict arise, NASA in its sole discretion shall determine whether to exercise that priority. Likewise, should a conflict arise as between two or more non-NASA Partners, NASA, in its sole discretion, shall determine the priority as between those Partners. This Agreement does not obligate NASA to seek alternative government property or services under the jurisdiction of NASA at other locations.

ARTICLE 7. NONEXCLUSIVITY

This Agreement is not exclusive; accordingly, NASA may enter into similar agreements for the same or similar purpose with other private or public entities.

ARTICLE 8. LIABILITY AND RISK OF LOSS

A. Each Party hereby waives any claim against the other Party, employees of the other Party, the other Party's Related Entities (including but not limited to contractors and subcontractors at any tier, grantees, investigators, customers, users, and their contractors or subcontractor at any tier), or employees of the other Party's Related Entities for any injury to, or death of, the waiving Party's employees or the employees of its Related Entities, or for damage to, or loss of, the waiving Party's property or the property of its

Related Entities arising from or related to activities conducted under this Agreement, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of willful misconduct.

B. Each Party further agrees to extend this cross-waiver to its Related Entities by requiring them, by contract or otherwise, to waive all claims against the other Party, Related Entities of the other Party, and employees of the other Party or of its Related Entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement. Additionally, each Party shall require that their Related Entities extend this cross-waiver to their Related Entities by requiring them, by contract or otherwise, to waive all claims against the other Party, Related Entities of the other Party, and employees of the other Party or of its Related Entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement.

ARTICLE 9. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

Information and data exchanged under this Agreement is exchanged without restrictions unless required by national security regulations (e.g., classified information) or as otherwise provided in this Agreement or agreed to by the Parties for specifically identified information or data (e.g., information or data specifically marked with a restrictive notice).

ARTICLE 10. INTELLECTUAL PROPERTY RIGHTS - INVENTION AND PATENT RIGHTS

A. "Related Entity" as used in this Invention and Patent Rights Article means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or Partner assigned, tasked, or contracted with to perform activities under this Agreement.

B. The invention and patent rights herein apply to employees and Related Entities of Partner. Partner shall ensure that its employees and Related Entity employees know about and are bound by the obligations under this Article.

C. NASA has determined that 51 U.S.C. § 20135(b) does not apply to this Agreement. Therefore, title to inventions made (conceived or first actually reduced to practice) under this Agreement remain with the respective inventing party(ies). No invention or patent rights are exchanged or granted under this Agreement. NASA and Partner will use reasonable efforts to report inventions made jointly by their employees (including employees of their Related Entities). The Parties will consult and agree on the responsibilities and actions to establish and maintain patent protection for joint invention, and on the terms and conditions of any license or other rights exchanged or granted between them.

ARTICLE 11. USE OF NASA NAME AND NASA EMBLEMS

A. NASA Name and Initials

Partner shall not use "National Aeronautics and Space Administration" or "NASA" in a way that creates the impression that a product or service has the authorization, support, sponsorship, or endorsement of NASA, which does not, in fact, exist. Except for releases under the "Release of General Information to the Public and Media" Article, Partner must submit any proposed public use of the NASA name or initials (including press releases and all promotional and advertising use) to the NASA Associate Administrator for the Office of Communications or designee ("NASA Communications") for review and approval. Approval by NASA Office of Communications shall be based on applicable law and policy governing the use of the NASA name and initials.

B. NASA Emblems

Use of NASA emblems (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) is governed by 14 C.F.R. Part 1221. Partner must submit any proposed use of the emblems to NASA Communications for review and approval.

ARTICLE 12. RELEASE OF GENERAL INFORMATION TO THE PUBLIC AND MEDIA

NASA or Partner may, consistent with Federal law and this Agreement, release general information regarding its own participation in this Agreement as desired.

Pursuant to Section 841(d) of the NASA Transition Authorization Act of 2017, Public Law 115-10 (the "NTAA"), NASA is obligated to publicly disclose copies of all agreements conducted pursuant to NASA's 51 U.S.C. §20113(e) authority in a searchable format on the NASA website within 60 days after the agreement is signed by the Parties. The Parties acknowledge that a copy of this Agreement will be disclosed, without redactions, in accordance with the NTAA.

ARTICLE 13. DISCLAIMER OF WARRANTY

Goods, services, facilities, or equipment provided by NASA under this Agreement are provided "as is." NASA makes no express or implied warranty as to the condition of any such goods, services, facilities, or equipment, or as to the condition of any research or information generated under this Agreement, or as to any products made or developed under or as a result of this Agreement including as a result of the use of information generated hereunder, or as to the merchantability or fitness for a particular purpose of such research, information, or resulting product, or that the goods, services, facilities or equipment provided will accomplish the intended results or are safe for any purpose including the intended purpose, or that any of the above will not interfere with privately-owned rights of others. Neither the government nor its contractors shall be liable for

special, consequential or incidental damages attributed to such equipment, facilities, technical information, or services provided under this Agreement or such research, information, or resulting products made or developed under or as a result of this Agreement.

ARTICLE 14. DISCLAIMER OF ENDORSEMENT

NASA does not endorse or sponsor any commercial product, service, or activity. NASA's participation in this Agreement or provision of goods, services, facilities or equipment under this Agreement does not constitute endorsement by NASA. Partner agrees that nothing in this Agreement will be construed to imply that NASA authorizes, supports, endorses, or sponsors any product or service of Partner resulting from activities conducted under this Agreement, regardless of the fact that such product or service may employ NASA-developed technology.

ARTICLE 15. COMPLIANCE WITH LAWS AND REGULATIONS

A. The Parties shall comply with all applicable laws and regulations including, but not limited to, safety; security; export control; environmental; and suspension and debarment laws and regulations. Access by a Partner to NASA facilities or property, or to a NASA Information Technology (IT) system or application, is contingent upon compliance with NASA security and safety policies and guidelines including, but not limited to, standards on badging, credentials, and facility and IT system/application access.

B. With respect to any export control requirements:

1. The Parties will comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120 through 130, and the Export Administration Regulations (EAR), 15 C.F.R. Parts 730 through 799, in performing work under this Agreement or any Annex to this Agreement. In the absence of available license exemptions or exceptions, the Partner shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data and software, or for the provision of technical assistance.

2. The Partner shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of work under this Agreement or any Annex under this Agreement, including instances where the work is to be performed on-site at NASA and where the foreign person will have access to export-controlled technical data or software.

3. The Partner will be responsible for all regulatory record-keeping requirements associated with the use of licenses and license exemptions or exceptions.

4. The Partner will be responsible for ensuring that the provisions of this Article apply to its Related Entities.

C. With respect to suspension and debarment requirements:

1. The Partner hereby certifies, to the best of its knowledge and belief, that it has complied, and shall comply, with 2 C.F.R. Part 180, Subpart C, as supplemented by 2 C.F.R. Part 1880, Subpart C.

2. The Partner shall include language and requirements equivalent to those set forth in subparagraph C.1., above, in any lower-tier covered transaction entered into under this Agreement.

ARTICLE 16. TERM OF AGREEMENT

This Agreement becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or five years from the Effective Date, whichever comes first.

ARTICLE 17. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Agreement by providing thirty (30) calendar days written notice to the other Party.

ARTICLE 18. CONTINUING OBLIGATIONS

The rights and obligations of the Parties that, by their nature, would continue beyond the expiration or termination of this Agreement, e.g., "Liability and Risk of Loss" and "Intellectual Property Rights"-related clauses shall survive such expiration or termination of this Agreement.

ARTICLE 19. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Agreement.

Management Points of Contact

NASA George C. Marshall Space Flight Center

Whitney Young
Partnerships Manager Academia and International
Mail Stop: ST03
Marshall Space Flight Center, AL 35812
Phone: 256-544-0615
Fax: 256-544-9243
whitney.young@nasa.gov

Lincoln County High School

Billy Owens
Principal, Lincoln County High School
Mail Suite: 1233 Huntsville Hwy
Fayetteville, TN 37334-3617
Phone: 931-433-6506
Fax: 931-433-9087
bowens@lcdoe.org

Technical Points of Contact

NASA George C. Marshall Space Flight Center

Bob Zeek
HUNCH Project Coordinator
Marshall Space Flight Center, AL 35812
Phone: 256-961-4757
Cell: 256-542-7291
robert.c.zeek@nasa.gov

Lincoln County High School

Randall Anderson
Instructor
Mail Suite: 1233 Huntsville Hwy
Fayetteville, TN 37334-3617
Phone: 931-993-5445
Fax: 931-433-9087
randerson@lcdoe.org

ARTICLE 20. DISPUTE RESOLUTION

Except as otherwise provided in the Article entitled "Priority of Use," the Article entitled "Intellectual Property Rights – Invention and Patent Rights" (for those activities governed by 37 C.F.R. Part 404), and those situations where a pre-existing statutory or regulatory system exists (e.g., under the Freedom of Information Act, 5 U.S.C. § 552), all disputes concerning questions of fact or law arising under this Agreement shall be referred by the claimant in writing to the appropriate person identified in this Agreement as the "Points of Contact." The persons identified as the "Points of Contact" for NASA and the Partner will consult and attempt to resolve all issues arising from the implementation of this Agreement. If they are unable to come to agreement on any issue, the dispute will be referred to the signatories to this Agreement, or their designees, for joint resolution. If the Parties remain unable to resolve the dispute, then the NASA signatory or that person's designee, as applicable, will issue a written decision that will be the final agency decision for the purpose of judicial review. Nothing in this Article limits or prevents either Party from pursuing any other right or remedy available by law upon the issuance of the final agency decision.

ARTICLE 21. MODIFICATIONS

Any modification to this Agreement shall be executed, in writing, and signed by an authorized representative of NASA and the Partner.

ARTICLE 22. ASSIGNMENT

Neither this Agreement nor any interest arising under it will be assigned by the Partner or NASA without the express written consent of the officials executing, or successors, or higher- level officials possessing original or delegated authority to execute this Agreement.

ARTICLE 23. APPLICABLE LAW

U.S. Federal law governs this Agreement for all purposes, including, but not limited to, determining the validity of the Agreement, the meaning of its provisions, and the rights, obligations and remedies of the Parties.

ARTICLE 24. INDEPENDENT RELATIONSHIP

This Agreement is not intended to constitute, create, give effect to or otherwise recognize a joint venture, partnership, or formal business organization, or agency agreement of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein.

ARTICLE 25. LOAN OF GOVERNMENT PROPERTY

The parties shall enter into a NASA Form 893, Loan of NASA Equipment, for NASA equipment loaned to Partner.


ARTICLE 26. SIGNATORY AUTHORITY

The signatories to this Agreement covenant and warrant that they have authority to execute this Agreement. By signing below, the undersigned agrees to the above terms and conditions.

NATIONAL AERONAUTICS AND
SPACE ADMINISTRATION
GEORGE C. MARSHALL SPACE
FLIGHT CENTER

LINCOLN COUNTY HIGH SCHOOL

BY: _____
Rae W. Meyer
Manager (Acting), Science and
Technology Office

BY: 
Billy Owens
Principal, Lincoln County High School

DATE: _____

DATE: 11/05/2020