

NONREIMBURSABLE INTERAGENCY AGREEMENT
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
JOHN C. STENNIS SPACE CENTER
AND
UNITED STATES ARMY CORPS OF ENGINEERS (USACE) MOBILE DISTRICT

ARTICLE 1. AUTHORITY AND PARTIES

The National Aeronautics and Space Administration Stennis Space Center, located at Stennis Space Center, MS 39529 (hereinafter referred to as "NASA" or "NASA SSC") enters into this Interagency Agreement (hereinafter referred to as "IAA") in accordance with 51 U.S.C. § 20113(e). United States Army Corps of Engineers (USACE) Mobile District, located at 109 St Joseph Street , Suite 1000, Mobile, AL 36602-3615(hereinafter referred to as "USACE"), enters into this IAA in accordance with Space Act, Other Transactions Authority (OTA), 51 U.S.C. § 20113(e). NASA and USACE may be individually referred to as a "Party" and collectively referred to as the "Parties."

ARTICLE 2. PURPOSE

Proper management of SSC's timber/natural resources is critical to mission success and compliance with laws and regulations governing wildlife and wetlands. Properly managed timber stands provide a natural noise buffer for surrounding communities and minimize the threat of wildfires. This Agreement provides for the continued support of the Integrated Natural Resources Management Plan (INRMP) at SSC that is managed by the USACE on behalf of NASA. It supersedes Interagency Agreement executed on June 11, 2016 (SSAA-1050-0166) between NASA/SSC and USACE, Mobile District, Mobile, Alabama.

ARTICLE 3. RESPONSIBILITIES

A. NASA SSC will use reasonable efforts to:

1. Perform the following tasks, and other such tasks as may be necessary to meet the purpose of this Agreement.
2. Pursue an environmentally sound natural resources management program using Best Management Practices (BMPs) that protects, improves and wisely uses the natural resources within the land boundaries and under control of NASA SSC.
3. Work closely with, and provide guidance to, the USACE Resident Forester during the planning process to ensure that NASA's goals and objectives are being met as they relate to management procedures.
4. Review and approve all annual forest management work plans, and the INRMP developed by NASA and the USACE as well as any modifications to these plans as needed.
5. Provide the USACE with the necessary access to SSC timberland and related natural resources.

6. Provide all environmental permits, certifications and documents required for implementation of the natural resources management program.

B. USACE will use reasonable efforts to:

1. Perform the following tasks and other such tasks as may be necessary to meet the purpose of this Agreement.
2. Implement the 10-year SSC INRMP and all annual forest and wildlife management work plans developed by NASA and the USACE as well as modifications to these plans as needed. Provide services in support of the NASA SSC wetland mitigation program only within the context of silvicultural activities identified in the annual work plans.
3. Prior to the beginning of each fiscal year, develop and submit to NASA for approval an annual resource management work plan.
4. Conduct timber inventories as necessary for developing and implementing annual work plans.
5. Conduct timber marking, field data collection, control burning, site preparation, reforestation, and forest road/firebreak system improvement, wildlife enhancement and surveys as necessary to implement the INRMP.
6. Provide support necessary to secure roadways leading into forest management areas and to protect both the forestry resources and the condition of the roadways entering the areas.
7. Provide the NASA SSC Forest Program Manager quarterly reports containing the following information: (a) number of timber sales conducted during the quarter, (b) gross income derived from such sales, and (c) total program expenditures during the quarter.

ARTICLE 4. SCHEDULE AND MILESTONES

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

NASA and USACE agree to work in support of NASA's Natural Resource Program.

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 IAA is estimated based upon the Parties' current understanding of the projected availability of its respective goods, services, facilities, or equipment. In the event that either Party's projected availability changes, NASA or USACE, respectively, shall be given reasonable notice of that change, so that the schedule and milestones may be adjusted accordingly. The Parties agree that NASA's and USACE's use of its own goods, services, facilities, or equipment shall have priority over the use planned in this IAA.

ARTICLE 7. LIABILITY AND RISK OF LOSS

Each Party agrees to assume liability for its own risks arising from or related to activities conducted under this IAA.

ARTICLE 8. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

NASA and USACE agree that the information and data exchanged in furtherance of the activities under this IAA will be exchanged without use and disclosure restrictions unless required by national security regulations (e.g., classified information) or as otherwise provided in this IAA or agreed to by NASA and other Federal Agency for specifically identified information or data (e.g., information or data specifically marked with a restrictive notice).

ARTICLE 9. INTELLECTUAL PROPERTY RIGHTS - INVENTION AND PATENT RIGHTS

Unless otherwise agreed upon by NASA and USACE, custody and administration of inventions made (conceived or first actually reduced to practice) under this IAA will remain with the respective inventing Party. In the event an invention is made jointly by employees of the Parties (including by employees of an Party's contractors or subcontractors for which the U.S. Government has ownership), the Parties will consult and agree as to future actions toward establishment of patent protection for the invention.

ARTICLE 10. RELEASE OF GENERAL INFORMATION TO THE PUBLIC AND MEDIA

NASA or USACE may, consistent with Federal law and this Agreement, release general information regarding its own participation in this IAA as desired. Insofar as participation of the other Party in this IAA is included in a public release, NASA and USACE will seek to consult with each other prior to any such release, consistent with the Parties' respective policies. 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, if this IAA is entered into pursuant to NASA's 51 U.S.C. §20113(e) authority, this IAA will be disclosed, without redaction, in accordance with the NTAA.

ARTICLE 11. TERM OF AGREEMENT

This IAA becomes effective upon the date of the last signature below and shall remain in effect until the completion of all obligations of both Parties hereto, or five (5) years from the effective date, whichever comes first.

ARTICLE 12. RIGHT TO TERMINATE

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

ARTICLE 13. 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” and related clauses shall survive such expiration or termination of this Agreement.

ARTICLE 14. 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 Stennis Space Center

Rodney D. McKellip

Director Center Operations

Building 1100

John C. Stennis Space Center, MS 39529

Phone: (228) 688-2984

Email: rodney.d.mckellip@nasa.gov

United States Army Corps of Engineers

(USACE) Mobile District

Dexter Bland

Realty Specialist

Building 9801 Mainline Road

Stennis Space Center, MS 39529

Phone: (228) 668-7142

Email: dexter.l.bland@usace.army.mil

ARTICLE 15. DISPUTE RESOLUTION

All disputes concerning questions of fact or law arising under this IAA shall be referred by the claimant in writing to the appropriate person identified in this IAA as the “Points of Contact.” The persons identified as the “Points of Contact” for NASA and USACE will consult and attempt to resolve all issues arising from the implementation of this IAA. If they are unable to come to agreement on any issue, the dispute will be referred to the signatories to this IAA, or their designees, for joint resolution after the Parties have separately documented in writing clear reasons for the dispute.

ARTICLE 16. MODIFICATIONS

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

ARTICLE 17. APPLICABLE LAW

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

ARTICLE 18. LOAN OF GOVERNMENT PROPERTY

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

ARTICLE 19. SIGNATORY AUTHORITY

Approved and authorized on behalf of each Party by:

National Aeronautics and Space
Administration
John C. Stennis Space Center

United States Army Corps Of Engineers
(USACE) Mobile District

BY: **RICHARD GILBRECH**
Richard J. Gilbrech, Ph.D.
Center Director

Digitally signed by
RICHARD GILBRECH
Date: 2021.06.11
09:44:12 -05'00'

BY: _____
Colonel Sebastien P. Joly
District Commander

DATE: _____

DATE: _____