Announcement for Partnership Proposals (AFPP)
For One or More Partnership Agreements Related to University Capstone Projects

Statement of Purpose

NASA is seeking to partner with up to four (4) US based higher education institutions on a non-reimbursable (no exchange of funds) basis to better prepare cross-disciplinary undergraduate and graduate students for increasingly complex and challenging STEM career pathways by providing real-world collaborative research experiences. Proposals from non-U.S. entities will not be considered.

A student is deemed as eligible if during the time of the proposed effort, they, (1) are enrolled in an accredited institution of higher learning, (2) are a U.S. Citizen or have a valid student visa, and (3) are in compliance with all local, state, and U.S. Government laws and regulations regarding the sale and export of technology.

This Announcement for Proposals ("AFP") outlines the process for submitting a proposal to become a partner ("Partner") with NASA for this collaborative effort, as well as the expected NASA and partner responsibilities. Capstone projects are designed to allow students to explore independent research and demonstrate mastery of subject matter knowledge. Consistent with university requirements, students will either earn college credit for their participation in the capstone or the capstone will otherwise contribute to their academic coursework. NASA, through the Office of Technology, Policy, and Science (OTPS), will coordinate with university faculty to support the identification of relevant areas of research, issues, or problems that the student team can use to develop specific studies.

This AFPP is anticipated to result in the establishment of a non-reimbursable Space Act Agreement for each selected Partner that will define the full roles and responsibilities of NASA and the proposing organization(s) in a form similar to the model agreement shown in Exhibit A attached hereto (the "Model Agreement") (for more information on Space Act Agreements, please see https://www.nasa.gov/partnerships.html).

Background

NASA is committed to building the next generation of explorers by engaging students in its mission. NASA has a vested interest in attracting, engaging, and preparing future STEM professionals, and the national STEM ecosystem benefits from NASA's contributions to attract and retain students on STEM pathways. NASA's STEM engagement work is vital to ensuring the next generation of explorers have the technical skills needed to continue our nation's work in aeronautics and space into the future. NASA is committed to building a diverse and skilled future STEM workforce that reflects the diversity of the American people. NASA will continue to advance diversity, equity, inclusion, and accessibility in its STEM engagement opportunities to inspire and prepare a STEM workforce that includes talented individuals from all backgrounds and life experiences.

NASA OTPS will support this effort by identifying relevant areas of research, issues, or problems that the student team can use to develop specific studies. End products developed by the student team will include an analytical report and slide presentation.

The selected University(ies) and NASA will collaborate on a capstone experience. Under the supervision of the university's faculty, the student team will participate in a research experience within the context of NASA's mission. Capstone projects at the university level are designed to allow students to explore independent research and demonstrate mastery of subject matter knowledge. Consistent with university requirements, students will either earn college credit for their participation in the capstone or the capstone will otherwise contribute to their academic coursework.

OTPS leverages its core capabilities in the areas of technology, policy, and economics to identify emerging issues and opportunities that are core to how NASA meets its missions, furthers NASA's interests, and supports strategic national priorities. OTPS has identified four areas in which it will engage universities in Capstone projects. NASA will provide a mentor to support student research in these areas as described in the model agreement later in this document.

OTPS seeks proposals that address one or more of the below research areas of Space Environment Sustainability, Sustained Lunar Presence, Technology Disruption, and Economic Strategy. Proposals may elect to modify Titles suggested below, but topics should conform to descriptions specified:

- **Space Environment Sustainability**

OTPS works as an accelerator for NASA's space sustainability strategy. The office engages holistically across sustainability topics internally within the agency, and externally with other government agencies, international, and commercial partners. We prioritize our work and activities to align with three main goals: 1) Ensure successful completion and implementation of the NASA Sustainability Strategy and promote new research and analysis into policy and economic tools to promote sustainability; 2) Enhance OTPS' ground-breaking work to explore the costs, benefits, and feasibility of various active debris remediation (ADR) technologies; and 3) Leverage OTPS' expertise in technology, policy, and economics to inform how NASA and partner efforts can be done sustainably in regimes other than LEO.

Research Topic/Question:

Title: Cost-Benefit Analyses of Orbital Debris and Debris Events

Description: Students will use open-source models to conduct analyses related to the costs and benefits of different approaches to dealing with orbital debris. This work will use the OTPS' previously published studies looking at the costs and benefits of debris remediation, mitigation, and characterization and tracking as a start. We are particularly interested in analyses on one of the following topics:

1. Students will select a subset of the prior OTPS analyses and use open-source models to assess the sensitivity of the OTPS results to the input model used.
2. A cost-benefit analyses of different types of technologies or other mechanisms to respond to fragmentation events to limit the damage they pose.
3. An exploration of long-tail debris events to understand what does a really bad event look like and the long-term effects to the space environment.

- **Sustained Lunar Presence**

OTPS influences best practices for lunar missions within the space community and the advancement of NASA's Moon to Mars Strategy. We prioritize our work and activities to align with three main goals: 1) to influence best practices for lunar missions by identifying a framework for considering policy challenges, best practices among government and commercial activities within a global space economy and setting standards for lunar activities; 2) strategizing and developing a non-interference framework for lunar surface activities; and 3) supporting NASA's advancement of the Moon to Mars strategy.

Research Topic/Question:
Title: Models for data sharing
Description: NASA shares scientific data internationally from its missions, from Earth Science to Deep Space. As NASA works with commercial companies to achieve its lunar goals, from the Artemis program to Commercial Lunar Payload Services, the model for lunar data-sharing may shift to protect proprietary data from commercial companies. What models for data sharing, in both space and other domains, might support both NASA's interests in data sharing and promoting commercial space capabilities?

- **Technology Disruption**

Home to the agency chief technologist, OTPS jump-starts technology advances and champions infusion into NASA missions with smart understanding and deliberate speed resulting in system-level changes. We prioritize our work and activities in this area to align with three main goals: 1) To smartly understand now, by collecting, analyzing, and reporting on the agency's technology investment portfolio; 2) To jump-start new, using an optimized approach to how NASA looks at research and development funding, including our use of Internal Research and Development (IRAD) funding; and 3) To champion infusion into NASA missions by overcoming the technology "Valley of Death."

Research Topic/Question:
Title: Large Language Models for Technology Scouting
Description: Understand how large language models could be used for technology scouting at NASA and other organizations. Demonstrate an example of an implementation. Use the NASA OTPS report on technology scouting as a primer.

Title: Expectations for lunar surface imagery and video

Description: Understand expectations from non-NASA stakeholders on expectations for lunar surface imagery. This could include surveys, interviews, and terrestrial technology advancements.

- **Economic Strategy**

Home to NASA's agency chief economist, OTPS develops agency-level economic analysis capabilities and tools to enable agency-level insights. We prioritize our work and activities to align with three main goals: 1) Improve agency management, decision-making, and communications related to commercial space activities; 2) Improve agency management, decision-making, and communications related to commercial space activities; and 3) Communicate and develop agency contributions to national economic strategies and priorities.

Research Topic/Question:
Title: Commercialization Potential of Crewed Space Stations
Description: Conduct a quantitative, probabilistic assessment of potential sources of non-NASA revenue available to support commercial crewed space station(s) in the 2030s. Conduct an assessment of the potential liabilities, financial and political, and opportunities associated with commercial crewed space station(s) in the 2030s. Based on your analysis, propose a framework for NASA engagement with the development and operation of commercial crewed space station(s) in low Earth orbit.

Partner Responsibilities
A model agreement containing the parties' rights and responsibilities is provided as an attachment to this AFP.

Instructions for Proposal Preparation
This request will be open for 21 days following the date of release of this announcement. All proposals must be received by August 30, 2024, to be considered. Each successful Proposer will enter into agreements with NASA to pursue capstone projects during the 2024-2025 Academic Year.

Participation in this solicitation is strictly voluntary and NASA is not obligated to select any proposals submitted in response to this solicitation. NASA will not bear any cost associated with proposal development or costs incurred by the selected Partner(s) related to their responsibilities under the resultant agreement. Any questions regarding this AFPP should be submitted via email to the identified point of contact. Submissions should be limited to no more than seven (7) pages, double-spaced, 1" margins using a font that, when averaged across a solid block of text, shall not exceed 15 characters per horizontal inch including spaces (for example, Times New Roman or Helvetica 12-point type).

Submissions must be provided electronically as unlocked PDF format via NASA STEM Gateway (https://www.stemgateway.nasa.gov). Proposers must be registered in NASA STEM Gateway. Proposers new to NASA STEM Gateway are encouraged visit and create an account early in the process. Submissions must be received no later than 11:59 pm Eastern time, on August 30, 2024. Proposers who consider their submission proprietary should indicate on their submission. NASA will treat submissions as proprietary and will use them only for evaluation purposes under this announcement.

Proposals will:

- Provide a plan for the implementation of NASA-themed capstone projects at the university that:
  - Describes and identifies the specific research topics to be addressed by student capstones – each research topic should be selected from the above focus areas and addressed separately.
  - Outlines anticipated number of students participating in capstones and identifies their associated academic disciplines.
  - Provides a schedule of measurable milestones for implementation.
- Describe the approach used by the university to monitor student work and provide guidance to teams of students.
- Describe the plan to identify and implement strategies that engage students in the capstone project that are from communities traditionally underrepresented and underserved in STEM disciplines including women, minorities, and students with disabilities.

Evaluation Criteria:

NASA evaluators will review the information provided in the proposal to make a determination as to how well it meets the following evaluation criteria:

1. Demonstrates an achievable plan to provide capstone opportunities, leveraging NASA content to engage university students. Successful plans will:
   a. Align to focus areas identified in the announcement for proposals.
   b. Contain a schedule of milestones that is achievable and demonstrates alignment with the parameters of the program.
   c. State and provide reasonable evidence to support the anticipated number of students participating in the program, and that these students represent multiple academic disciplines.
2. Provides a reasonable strategy to monitor project progress and completion. Successful strategies will:
   a. Identify dedicated faculty and staff to support student work and provide their qualifications.
   b. Provide a monitoring, evaluation, and reporting plan related to evaluating and guiding student work across the project timeline.

3. The extent to which the proposed strategies will reasonably encourage engagement with students from traditionally underserved and underrepresented audiences.

Each evaluation criteria are of approximately equal weight. NASA evaluators will identify individual strengths and weaknesses for each proposal in accordance with the evaluation criteria contained above and the definitions contained in Appendix 1. Considering the attributes of each proposal, the evaluators will assign a final overall proposal color in accordance with the criteria in Appendix 2. Proposals that receive the highest color category will be more competitive than proposals in lower color categories.

Proposers must verify that all students participating under this collaboration are U.S. Citizens or have valid student visas.

Proposers are encouraged to limit the amount of Proprietary Data (defined below) included in their Proposals, and only include such information that is necessary to meet the proposal requirements listed in this announcement. Proposers must clearly mark any Proprietary Data in their Proposal. For purposes of this announcement, "Proprietary Data" shall mean information set out in the Proposal embodying trade secrets developed at private expense or commercial or financial information that is privileged or confidential, and that includes a clear restrictive notice, unless the information is (i) known or available from other sources without restriction, (ii) known, possessed, or developed independently, and without reference to such marked information in the Proposal, (iii) made available by the owners to others without restriction, or (iv) required by law or court order to be disclosed. With respect to such Proprietary Data, NASA shall:
a. Use, disclose, or reproduce such Proprietary Data only as necessary to evaluate the Proposal;
b. Safeguard such Proprietary Data from unauthorized use and disclosure;
c. Allow access to such Proprietary Data only to its employees requiring access for purposes of evaluating the Proposal;
d. Except as otherwise indicated in c., preclude disclosure outside NASA;
e. Notify its employees with access about their obligations under this announcement and ensure their compliance; and
f. Dispose of such Proprietary Data after evaluation of the Proposal has concluded.

Evaluation and Award Process
Pre-screening: Proposals will be pre-screened for compliance to proposal requirements, including page limitations, eligibility requirements, and format. Proposals that do not conform to the standards outlined in this announcement may be declared non-compliant and rejected without further review.

NASA will evaluate each of the compliant proposals using the evaluation criteria listed above. NASA will rank the proposals according to an overall color for each of the individual proposals. If NASA determines in its discretion that due diligence discussions with a partner is needed, such discussions will be conducted via teleconferences and/or email with invited respondents that were the most highly rated. Not all highly rated proposals will require due diligence. If a

teleconference is needed, the Proposer will be provided advance notice. NASA will provide the Proposer with a list of questions and/or obtain verbal clarification of information provided in their Proposal. Final proposal colors may be updated, if deemed necessary, based on the results of due diligence. At the conclusion of successful due diligence discussions, Proposers may be required to provide revised information.

After completing due diligence, NASA will present the results of the proposal evaluation to a designated NASA Selection Official. The Selection Official will consider the results of the technical evaluation as well as programmatic considerations, such as portfolio balance, proposed partnerships, and other programmatic considerations and either select or reject each of the individual proposals received. NASA reserves the right to select all, some, or none of the proposals received in response to this announcement. All Proposers will be notified of their selection status and provided feedback.

Upon selection, NASA will send the selected candidate Partner(s) a draft Space Act Agreement. Appendix 3 contains the Model Agreement, which will reflect any revisions added by NASA in reference to the particulars identified in the Proposal. At this time, the candidate Partner may either sign and return the Space Act Agreement or return it to NASA with requested revisions. NASA may choose to reach out to candidate Partner to discuss the requested revisions further or may choose to reject them in which case the candidate Partner will no longer be considered. In the event NASA chooses to reach out to a candidate Partner to discuss the requested revisions, if the parties are able to reach agreement on a modified Space Act Agreement in a timely manner as determined by NASA, then the candidate Partner will submit such documents signed on behalf of the candidate Partner. At any point prior to the candidate Partner signing the documents, NASA may choose to forego any further negotiations on requested modifications, and the candidate Partner will no longer be considered. If candidate Partner signs the Space Act Agreement in a form agreed by NASA, then NASA will countersign.

Inquiries must be submitted by email to:
Dr. Ave Kludze
NASA Office of Technology and Science Policy
Office of Technology, Policy, and Science
ave.k.kludze@nasa.gov

APPENDIX 1
Definition of Strengths and Weaknesses

Major Strength - A strength that significantly increases a proposal's suitability for selection.
Minor Strength - A strength that increases a proposal's suitability for selection, but not significantly. Multiple minor strengths together may be determined to be equivalent to a major strength.
Minor Weakness - A weakness that decreases a proposal's suitability for selection, but not significantly. For a weakness to be minor, it shall not significantly affect an appreciable portion of the proposed work or the final outcome.
Major Weakness - A weakness that significantly decreases a proposal's suitability for selection. A major weakness significantly affects an appreciable portion of the proposed work or the final outcome. Multiple minor weaknesses together may be considered a major weakness. A major weakness may be considered a fatal flaw. A fatal flaw is any single weakness or collection of weaknesses that would effectively prevent, in part or in whole, the proposed objectives from being accomplished or that otherwise may render the proposal unsuitable for consideration for selection.

APPENDIX 2

Color Ratings

	Basis for Evaluation
BLUE	A proposal/criteria of exceptional merit that significantly exceeds expectations.
GREEN	A proposal/criteria of high merit that exceeds expectations, whose positive attributes/strengths fully out-balance any negative attributes/weaknesses.
YELLOW	A proposal/criteria that meets expectations, whose positive attributes/strengths and negative attributes/weaknesses essentially balance each other.
RED	A proposal/criteria that does not meet expectations, whose negative attributes/weaknesses outweigh any positive attributes/strengths or is seriously flawed proposal/criteria having one or more major negative attributes/weaknesses and may constitute fatal flaws.

APPENDIX 3

[MODEL AGREEMENT]
NONREIMBURSABLE SPACE ACT AGREEMENT
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
AND UNIVERSITYPARTNER
FOR CAPSTONE EXPERIENCES TO BENEFIT CROSS-DISCIPLINARY UNIVERSITY STUDENTS

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, located at 300 E Street SW, Washington, DC 20546 (hereinafter referred to as "NASA") and UNIVERSITYPARTNER located at UNIVERSITYPARTNER ADDRESS, UNIVERSITYPARTNER CITY, ST ZIPCODE (hereinafter referred to as "Partner" or "UNIVERSITYPARTNER"). NASA and Partner may be individually referred to as a "Party" and collectively referred to as the "Parties."

ARTICLE 2. PURPOSE

The purpose of this Agreement is for NASA to collaborate with [UNIVERSITYPARTNER] to better prepare undergraduate and graduate students for increasingly complex and challenging STEM career pathways by providing real-world collaborative research experiences for a team of cross-disciplinary students. [UNIVERSITYPARTNER] and NASA will collaborate on a capstone experience at [UNIVERSITYPARTNER]. Under the supervision of [UNIVERSITYPARTNER] faculty, the student team will participate in a research experience within the context of NASA's mission. Capstone projects at the university level are designed to allow students to explore independent research and demonstrate mastery of subject matter knowledge. Consistent with university requirements, students will either earn college credit for their participation in the capstone or the capstone will contribute to their academic coursework.

NASA, through the Office of Technology, Policy, and Science (OTPS), will support this effort by identifying relevant areas of research, issues, or problems that the student team can use to develop specific studies.

ARTICLE 3. RESPONSIBILITIES

A. NASA will use reasonable efforts to:

1. Work with [UNIVERSITYPARTNER] to identify and define relevant areas of research, issues, or problems for the capstone project.

2. Provide publicly available information, imagery, and data on NASA technology and missions for use in student capstone project.
3. Provide one NASA mentor to meet periodically (up to two times per month for up to one hour per meeting) with the university capstone team.
4. Support kick-off and as-needed informational exchanges between the NASA mentor and [UNIVERSITYPARTNER] to provide opportunities for university faculty and students to interview the NASA mentor about NASA missions, research, technology, data, careers, and experiences, as arranged by both Parties.
5. Upon completion of the capstone project, one or more NASA employees will provide feedback on the analytical report and slide presentation for the benefit of the student team.

B. Partner will use reasonable efforts to:

1. Identify and select a faculty supervisor for a team of cross-disciplinary students (i.e., from technical and non-technical fields) for the implementation of the [UNIVERSITYPARTNER]-led capstone.
2. Work with NASA to identify and define relevant areas of research, issues, or problems for the capstone project.
3. Participate in periodic informational exchanges between the NASA mentor and [UNIVERSITYPARTNER] to provide opportunities for university faculty and students to interview the NASA mentor about NASA missions, research, technology, data, careers, and experiences as needed and arranged by both Parties.
4. Identify and implement strategies to engage students in the capstone experience that are from communities traditionally underrepresented in STEM disciplines, including women, minorities and students with disabilities.
5. Publicly share final analytical report and slide presentation produced by students as a result of their capstone experience.
6. At the end of the capstone project, student team will present final analytical report and slide presentation to NASA representatives.
7. Provide data to NASA for internal use describing the reach and impact of the student capstone experience.
8. Identify and select backup/alternate faculty supervisor for the cross-disciplinary students (team(s)) working on this capstone activity.
9. Ensure that all participating students are U.S. Citizens or have valid student visas.

ARTICLE 4. SCHEDULE AND MILESTONES

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

Initial informational exchange meeting between NASA and Partner.	Within two weeks of signature
Partner will provide NASA with timeline of development of Capstone Projects.	Within two weeks of signature

Status and periodic informational exchange meetings between NASA mentor and capstone team.	As agreed upon by both Parties
Public distribution of final report and results from student capstone experience shared with NASA.	Public distribution of final report and results from student capstone experience shared with NASA.

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

A. Each Party hereby waives any claim against the other Party or one or more of its Related Entities (defined below) for any injury to, or death of, the waiving Party or one or more 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. Partner further agrees to extend this waiver to its related entities by requiring them, by contract or otherwise, to waive all claims against NASA and its Related Entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement. For purposes of this Agreement, "Related Entities" shall mean contractors and subcontractors of a

Party at any tier; grantees, investigators, customers, and users of a Party at any tier and their contractors or subcontractor at any tier; or, employees of the Party or any of the foregoing.

C. Notwithstanding the other provisions of this Article, the waivers of liability set forth in this section shall not be applicable to:

i. Claims between a Party and its own Related Entity or between its own Related Entities;
ii. Claims made by a natural person, his/her estate, survivors, or anyone claiming by or through him/her (except when such person or entity is a Party to this Agreement or is otherwise bound by the terms of this waiver) for bodily injury to, or other impairment of health of, or death of, such person;
iii. Claims for damage caused by willful misconduct;
iv. Intellectual property claims;
v. Claims for damage resulting from a failure of a Party to extend the waiver of liability to its Related Entities, pursuant to paragraph B of this Article; or
vi. Claims by a Party arising out of or relating to another Party's failure to perform its obligations under this Agreement.

ARTICLE 9. LIABILITY - PRODUCT LIABILITY

With respect to products or processes resulting from a Party's participation in an SAA, each Party that markets, distributes, or otherwise provides such product, or a product designed or produced by such a process, directly to the public will be solely responsible for the safety of the product or process.

ARTICLE 10. LIABILITY - PRODUCT LIABILITY INDEMNIFICATION

In the event the U.S. Government incurs any liability based upon Partner's, or Partner's Related Entity's, use or commercialization of products or processes resulting from a Party's participation under this Agreement, Partner agrees to indemnify and hold the U.S. Government harmless against such liability, including costs and expenses incurred by the U.S. Government in defending against any suit or claim for such liability.

ARTICLE 11. 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 12. 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 13. 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 14. 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 15. 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 16. 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 17. 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, including use of Interconnection Security Agreements (ISAs), when applicable.

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.

D. With respect to the requirements in Section 889 of the National Defense Authorization Act (NDAA) for Fiscal Year 2019, Public Law 115-232:

1. In performing this Agreement, Partner will not use, integrate with a NASA system, or procure with NASA funds (if applicable), "covered telecommunications equipment or services" (as defined in Section 889(f)(3) of the NDAA).
2. The Partner will ensure that the provisions of this Article apply to its Related Entities.

ARTICLE 18. 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 one year from the Effective Date, whichever comes first.

ARTICLE 19. RIGHT TO TERMINATE

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

ARTICLE 20. 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 21. 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 National Aeronautics and Space Administration	UNIVERSITYPARTNER
Dr. Ave K. Kludze, Jr.	PARTNER POC
Senior Technical Advisor	PARTNER POC TITLE
Mail Stop: NASA Headquarters	UNIVERSITYPARTNER ADDRESS
300 E Street SW	UNIVERSITYPARTNER CITY, ST
Washington, DC 20546	ZIPCODE
Phone: 202.358.2098	Phone:
Fax: 202.358.2098	Fax:
ave.k.kludze@nasa.gov	

ARTICLE 22. 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 23. MODIFICATIONS

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

ARTICLE 24. 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 25. 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 26. 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 27. LOAN OF GOVERNMENT PROPERTY

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

ARTICLE 28. 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	UNIVERSITYPARTNER
BY:_____	BY:_____
Charity Weeden Associate Administrator, Office of Technology, Policy, and Strategy	[UNIVSERITYPARTNER SIGNATORY] [UNIVSERITYPARTNER SIGNATORYTITLE]
DATE:_____	DATE:_____