

NONREIMBURSABLE SPACE ACT AGREEMENT  
BETWEEN  
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
GODDARD SPACE FLIGHT CENTER  
AND FIRST STREET FOUNDATION  
FOR FACILITATING COOPERATION AND COORDINATION AROUND THE  
ECONOMICAL, SOCIETAL, AND PHYSICAL IMPACTS OF CURRENT AND  
FUTURE ENVIRONMENTAL CHANGES.

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 Goddard Space Flight Center, located at 8800 Greenbelt Road, Greenbelt, Maryland 20771 (hereinafter referred to as "NASA" or "NASA GSFC") and First Street Foundation located at 215 Plymouth St Floor 3, Brooklyn, NY 11201-0001 (hereinafter referred to as "Partner" or "FSF"). NASA and Partner may be individually referred to as a "Party" and collectively referred to as the "Parties."

ARTICLE 2. PURPOSE

NASA Goddard is a government research center that studies Earth from the unique perspective of space, analyzing and assimilating remote sensing satellite data and other observations into sophisticated Earth system models and climate models to advance our understanding and benefit society. First Street Foundation is a non-profit research and technology group dedicated to quantifying and communicating climate risk in order to simply and effectively inform Americans of their property level risk exposure over the next 30-years. Anyone can access property specific flood risk information for 142 million US properties, and soon for fire risk as well. This partnership between NASA Goddard and First Street will enable closer collaboration during research and development in order to advance access and understanding around environmental hazards to benefit society and any American citizen.

ARTICLE 3. RESPONSIBILITIES

A. NASA GSFC will use reasonable efforts to:

1. Exchange technical information regarding the quantification and classification of climate perils and their physical impacts. 1) Provide First Street with direct access to the most appropriate NASA satellite data products and model output, including metadata with full description of data origin, characteristics, attribution, references, etc. 2) Explore and assess the combination of First Street products with NASA data and applications (e.g. capacity building, disasters). 3) Share any user feedback with First Street, specifically around:

a. Flood

- 1) Collaboration on the ability to estimate accurate flood depths, including improvements in model forcing, boundary conditions, and validation of results using NASA and others' satellite measurements of flood extent
- 2) Enhancements related to the integration of improved Digital Elevation Models (DEMs), lidar surveys, and other topographic measurement advances to improve model accuracy in CONUS, Puerto Rico, Hawaii, and Alaska
- 3) Collaboration on improving estimates and models of vertical land motion and the impact on relative sea-level rise at coastal locations and other flooding at inland locations
- 4) Improvements in the estimates and projections of coastal flooding, including but not limited to the quantification of distinct contributions to flood from surge, sea level rise, pluvial, and fluvial components, including in estuaries such as the Chesapeake Bay and its tributaries
- 5) Collaboration on improving the estimates of sea level rise and its impacts on coastal communities
- 6) Improvements in the calculation of precipitation frequency relationships that are used to drive flooding models, using a combination of satellite and ground-based measurements
- 7) Collaboration on the estimation of economic impacts to coastal communities from climate change, including infrastructure, roads, and social structures
- 8) Collaboration on collection and maintenance of information regarding flood adaptation features and their effectiveness at reducing flood risk, including the influence of green and gray infrastructure improvements

b. Wildfire

- 1) Collaboration on the assembly of high resolution (<1km) fire weather products for current and future conditions
- 2) Collaboration on CMIP5 and CMIP6 climate model time series useful for the determination of drought and heat effects on vegetation growth and fuel state, including practical estimates of uncertainties in these variables
- 3) Collaboration on the quantification of fire vulnerability of structures in the built environment, and their representation in fuel estimates used by fire behavior models.

c. Other Perils

- 1) Research on applications of NASA satellite data products and models to climate peril estimation.
- 2) Collaboration on the quantification of impacts of heat waves and heat stress on individuals, communities, and economies, including the derivation of high resolution (30-100m) estimates of heat stress impacts within urban areas
- 3) Collaboration on the quantification of mud and landslides risk driven by changing climate and weather conditions
- 4) Collaboration on the probabilistic quantification of risk from changes in convective storms due to climate change
- 5) Collaboration on the estimation of impacts on human health, communities, and economies due to the distribution of wildfire smoke and aerosols.
- 6) Collaboration on the quantification of impacts of drought on local populations and economies, under current and future climate conditions.

d. Climate Models

- 1) Collaboration on the selection and aggregation of CMIP5 and CMIP6 models for an ensemble to represent future conditions
- 2) Collaboration on the downscaling of model results for flood, fire, and other peril applications
- 3) Collaboration on the scaling of future flood and fire conditions based on CMIP6 model ensembles, including estimations of uncertainties associated with the use of the CMIP6 model data
- 4) Collaboration on creation of bespoke scenario-driven new simulations with GISS models

2. Collaborate on the effective communication of the risks and impacts of climate change on individuals and communities within the United States, including but not limited to:

a. State and Local communities

- 1) Collaboration on methods and strategies for communicating climate risk to local and state governments for use in climate preparation and planning, including but not limited to the areas surrounding Chesapeake Bay and Richmond, VA.
- 2) Collaboration on strategies for assisting local communities in the creation and execution of climate risk assessments and related planning activities.

b. Federal agencies

- 1). Collaboration on methods and strategies for evaluating and communicating climate vulnerability and financial impacts on Federal agencies' services, assets, and missions and the resulting impacts on U.S. populations and communities.
- 2). Collaboration on data distribution strategies for Federal Agencies to enable use of First Street climate risk products and derivative products in federal reports, studies, and assessments.
- 3). Collaboration on the introduction of aggregated climate risk data into EJSCREEN or similar federal tools for GIS-based climate vulnerability assessments at the Census Tract, Block Group, and/or Block level(s).

c. Public

- 1) Collaboration on methods and strategies for communicating flood risk and climate vulnerability to the general public.
- 2) Collaboration on data distribution strategies to convey climate risk information to the public, including integration of NASA satellite data with First Street products to enhance understanding of climate risk and to enable public information and research uses.

B. Partner will use reasonable efforts to:

1. Exchange technical information regarding the quantification and classification of climate perils and their economic impacts, namely: 1) Provide NASA with bulk access to First Street climate risk hazard and statistical data, including associated primacy and metadata under the conditions contained in the attached Addendum A between NASA and FSF. 2) Provide NASA with full documentation of First Street data (e.g. data dictionaries, schema, vocabularies) and methodology (e.g. technical documentation, white papers, presentations). 3) Share information regarding users and uses of First Street climate risk products, specifically around:

a. Flood

- 1) Collaboration on the ability to estimate accurate flood depths, including improvements in model forcing, boundary conditions, and validation of results using NASA and others' satellite measurements of flood extent
- 2) Enhancements related to the integration of improved Digital Elevation Models (DEMs), lidar surveys, and other topographic measurement advances to improve model accuracy in CONUS, Puerto Rico, Hawaii, and Alaska
- 3) Collaboration on improving estimates and models of vertical land motion and the impact on relative sea-level rise at coastal locations and other flooding at inland locations
- 4) Improvements in the estimates and projections of coastal flooding, including but not limited to the quantification of distinct contributions to flood from surge, sea level rise, pluvial, and fluvial components, including in estuaries such as the Chesapeake Bay and its tributaries
- 5) Collaboration on improving the estimates of sea level rise impact and their impacts on coastal communities
- 6) Improvements in the calculation of precipitation frequency relationships that are used to drive flooding models, using a combination of satellite and ground-based measurements
- 7) Collaboration on the estimation of economic impacts to coastal communities from climate change, including infrastructure, roads, and social structures
- 8) Collaboration on collection and maintenance of information regarding flood adaptation features and their effectiveness at reducing flood risk, including the influence of green and gray infrastructure improvements

b. Wildfire

- 1) Collaboration on the assembly of high resolution (1km) fire weather products for current and future conditions
- 2) Collaboration on CMIP5 and CMIP6 climate model time series useful for the determination of drought and heat effects on vegetation growth and fuel state, including practical estimates of uncertainties in these variables
- 3) Collaboration on the quantification of fire vulnerability of structures in the built environment, and their representation in fuel estimates used by fire behavior models.

c. Other Perils

- 1) Research on applications of NASA satellite data products and models to climate peril estimation.
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c. Public

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- 2) Collaboration on data distribution strategies to convey climate risk information to the public, including integration of NASA satellite data with First Street products to enhance understanding of climate risk and to enable public information and research uses.

#### ARTICLE 4. SCHEDULE AND MILESTONES

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

- |  |                              |
|--|------------------------------|
| 1. First Street will provide NASA access to its risk products' documentation   | Within 2 months of signature |
| 2. First Street will provide NASA access to Version 2 of the First Street Flood Risk Model outputs   | Within 2 months of signature |
| 3. First Street and NASA will conduct a technical interchange meeting on Flood Risk Version 2  | Within 3 months of signature |
| 4. First Street will provide NASA access to Version 1 of the First Street Wildfire Risk Model outputs  | Within 2 months of signature |
| 5. First Street and NASA will conduct a technical interchange meeting on Wildfire Risk V1  | Within 3 months of signature |
| 6. First Street will provide NASA access to Version 1 of the First Street Heat Risk Model outputs  | Within 3 months of signature |
| 7. NASA will guide First Street to public wildfire smoke products that are most suitable for incorporation into the First Street climate risk product. | Within 3 months of signature |
| 8. NASA will provide First Street with flood products and discuss the development together of new public observational and modeled products.           | Within 3 months of signature |
| 9. NASA will guide First Street to public air quality products from aerosol optical depth (AOD) to particulate matter less than 2.5 micron (PM2.5).    | Within 3 months of signature |
| 10. NASA will provide access to CMIP6 downscaled model output and discussion.  | Within 3 months of signature |
| 11. NASA will contribute to analyses of climate migrations and economic impacts.   | Within 3 months of signature |
| 12. First Street and NASA will jointly develop an integrated workplan for FY23-27 that will be reviewed and updated on an annual basis.                | 1 month prior to end of FY22 |
| 13. Begin Joint Workplan execution   | Beginning of FY23            |

#### 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's and/or First Street's goods, services, facilities, or equipment. In the event that NASA's and/or First Street's projected availability changes, the other Party 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 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 AND RISK OF LOSS - 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. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

##### A. General

1. "Related Entity" as used in this Data Rights Article means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or Partner that is assigned, tasked, or contracted to perform activities under this Agreement.
2. "Data" means recorded information, regardless of form, the media on which it is recorded, or the method of recording.
3. "Proprietary Data" means Data embodying trade secrets developed at private expense or commercial or financial information that is privileged or confidential, and that includes a restrictive notice, unless the Data is:
  - a. known or available from other sources without restriction;
  - b. known, possessed, or developed independently, and without reference to the Proprietary Data;
  - c. made available by the owners to others without restriction; or
  - d. required by law or court order to be disclosed.
4. Data exchanged under this Agreement is exchanged without restriction except as otherwise provided herein.
5. Notwithstanding any restrictions provided in this Article, the Parties are not restricted in the use, disclosure, or reproduction of Data provided under this Agreement that meets one of the exceptions in 3., above. If a Party believes that any exceptions apply, it shall notify the other Party before any unrestricted use, disclosure, or reproduction of the Data.
6. The Parties will not exchange preexisting Proprietary Data under this Agreement unless authorized herein or in writing by the owner.
7. If the Parties exchange Data having a notice that the Receiving Party deems is ambiguous or unauthorized, the Receiving Party shall tell the Providing Party. If the notice indicates a restriction, the Receiving Party shall protect the Data under this Article unless otherwise directed in writing by the Providing Party.
8. The Data rights herein apply to the 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.



9. Disclaimer of Liability: NASA is not restricted in, or liable for, the use, disclosure, or reproduction of Data without a restrictive notice or for Data Partner gives, or is required to give, the U.S. Government without restriction.

10. Partner may use the following or a similar restrictive notice.

#### Proprietary Data Notice

The data herein include Proprietary Data and are restricted under the Data Rights provisions of Space Act Agreement [provide applicable identifying information].

Partner should also mark each page containing Proprietary Data with the following or a similar legend: "Proprietary Data – Use And Disclose Only Under the Notice on the Title or Cover Page."

#### B. Data First Produced by Partner Under this Agreement

If Data first produced by Partner or its Related Entities under this Agreement is given to NASA, and the Data is Proprietary Data, and it includes a restrictive notice, NASA will use reasonable efforts to protect it. The Data will be disclosed and used (under suitable protective conditions) only for U.S. Government purposes.

#### C. Data First Produced by NASA Under this Agreement

If Partner requests that Data first produced by NASA under this Agreement be protected, and NASA determines it would be Proprietary Data if obtained from Partner, NASA will mark it with a restrictive notice and use reasonable efforts to protect it for two years after its development. During this restricted period the Data may be disclosed and used (under suitable protective conditions) for U.S. Government purposes only, and thereafter for any purpose. Partner must not disclose the Data without NASA's written approval during the restricted period. The restrictions placed on NASA do not apply to Data disclosing a NASA owned invention for which patent protection is being considered.

#### D. Publication of Results

The National Aeronautics and Space Act (51 U.S.C. § 20112) requires NASA to provide for the widest practicable and appropriate dissemination of information concerning its activities and the results thereof. As such, NASA may publish unclassified and non-Proprietary Data resulting from work performed under this Agreement. The Parties will coordinate publication of results allowing a reasonable time to review and comment.

#### E. Data Disclosing an Invention

If the Parties exchange Data disclosing an invention for which patent protection is being considered, and the furnishing Party identifies the Data as such when providing it to the Receiving Party, the Receiving Party shall withhold it from public disclosure for a reasonable time (one (1) year unless otherwise agreed or the Data is restricted for a longer period herein).

## F. Copyright

Data exchanged with a copyright notice and with no restrictive notice is presumed to be published. The following royalty-free licenses apply:

1. If indicated on the Data that it was produced outside of this Agreement, it may be reproduced, distributed, and used to prepare derivative works only for carrying out the Receiving Party's responsibilities under this Agreement.
2. Data without the indication of F.1. is presumed to be first produced under this Agreement. Except as otherwise provided in paragraph E. of this Article, and in the Invention and Patent Rights Article of this Agreement for protection of reported inventions, the Data may be reproduced, distributed, and used to prepare derivative works for any purpose.

## G. Data Subject to Export Control

Whether or not marked, technical data subject to the export laws and regulations of the United States provided to Partner under this Agreement must not be given to foreign persons or transmitted outside the United States without proper U.S. Government authorization.

## H. Handling of Background, Third Party Proprietary, and Controlled Government Data

1. NASA or Partner (as Disclosing Party) may provide the other Party or its Related Entities (as Receiving Party):
  - a. Proprietary Data developed at Disclosing Party's expense outside of this Agreement (referred to as Background Data);
  - b. Proprietary Data of third parties that Disclosing Party has agreed to protect or is required to protect under the Trade Secrets Act (18 U.S.C. § 1905) (referred to as Third Party Proprietary Data); and
  - c. U.S. Government Data, including software and related Data, Disclosing Party intends to control (referred to as Controlled Government Data).
2. All Background, Third Party Proprietary and Controlled Government Data provided by Disclosing Party to Receiving Party shall be marked by Disclosing Party with a restrictive notice and protected by Receiving Party in accordance with this Article.
3. Disclosing Party provides the following Data to Receiving Party. The lists below may not be comprehensive, are subject to change, and do not supersede any restrictive notice on the Data.
  - a. Background Data:

The Disclosing Party's Background Data, if any, will be identified in a separate technical document.
  - b. Third Party Proprietary Data:

The Disclosing Party's Third Party Proprietary Data, if any, will be identified in a separate technical document.
  - c. Controlled Government Data:

The Disclosing Party's Controlled Government Data, if any, will be identified in a separate technical document.

d. Notwithstanding H.4., NASA software and related Data will be provided to Partner under a separate Software Usage Agreement (SUA). Partner shall use and protect the related Data in accordance with this Article. Unless the SUA authorizes retention, or Partner enters into a license under 37 C.F.R. Part 404, the related Data shall be disposed of as NASA directs:

None

4. For such Data identified with a restrictive notice pursuant to H.2. including such Data identified pursuant to this Article, Receiving Party shall:

- a. Use, disclose, or reproduce such Data only as necessary under this Agreement;
- b. Safeguard such Data from unauthorized use and disclosure;
- c. Allow access to such Data only to its employees and any Related Entity requiring access under this Agreement;
- d. Except as otherwise indicated in 4.c., preclude disclosure outside Receiving Party's organization;
- e. Notify its employees with access about their obligations under this Article and ensure their compliance, and notify any Related Entity with access about their obligations under this Article; and
- f. Dispose of such Data as Disclosing Party directs.

#### I. Oral and visual information

If Partner discloses Proprietary Data orally or visually, NASA will have no duty to restrict, or liability for disclosure or use, unless Partner:

1. Orally informs NASA before initial disclosure that the Data is Proprietary Data, and
2. Reduces the Data to tangible form with a restrictive notice and gives it to NASA within ten (10) calendar days after disclosure.

### ARTICLE 11. INTELLECTUAL PROPERTY RIGHTS - RIGHTS IN RAW DATA GENERATED UNDER THE AGREEMENT

#### 1. Raw Data

Raw data (i.e., unanalyzed data) and related Data produced under this Agreement is reserved to Principal Investigators (and Co-Investigators if any) named in this Agreement for scientific analysis and first publication rights for 12 months beginning with receipt of the Data in a form suitable for analysis. Subject to the provisions of the Intellectual Property Rights - Data Rights Article of this Agreement, NASA and Partner may also use the Data during the restricted period. This use will not prejudice the investigators' first publication rights.

#### 2. Final Results

(a) Final results shall be made available to the scientific community through publication in appropriate journals or other established channels as soon as practicable

and consistent with good scientific practice. Under the Publication of Results provision of the Intellectual Property Rights - Data Rights clause of this Agreement, the Parties shall coordinate proposed publications allowing a reasonable time for review and comment.

(b) NASA and Partner have a royalty-free right to reproduce, distribute, and use published final results for any purposes. Partner must notify publisher of NASA's rights.

## ARTICLE 12. INTELLECTUAL PROPERTY RIGHTS - INVENTION AND PATENT RIGHTS

### A. General

1. 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, except as provided herein.
2. "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.
3. 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.

### B. NASA Inventions

NASA will use reasonable efforts to report inventions made under this Agreement by its employees. Upon request, NASA will use reasonable efforts to grant Partner, under 37 C.F.R. Part 404, a negotiated license to any NASA invention made under this Agreement. This license is subject to paragraph E.1. of this Article.

### C. NASA Related Entity Inventions

NASA will use reasonable efforts to report inventions made under this Agreement by its Related Entity employees, or jointly between NASA and Related Entity employees, where NASA has the right to acquire title. Upon request, NASA will use reasonable efforts to grant Partner, under 37 C.F.R. Part 404, a negotiated license to any of these inventions where NASA has acquired title. This license is subject to paragraph E.2. of this Article.

### D. Joint Inventions With Partner

The Parties will use reasonable efforts to report, and cooperate in obtaining patent protection on, inventions made jointly between NASA employees, Partner employees, and employees of either Party's Related Entities. Upon timely request, NASA may, at its sole discretion and subject to paragraph E. of this Article:

1. refrain from exercising its undivided interest inconsistently with Partner's commercial business; or
2. use reasonable efforts to grant Partner, under 37 C.F.R. Part 404, an exclusive or partially exclusive negotiated license.

#### E. Rights to be Reserved in Partner's License

Any license granted Partner under paragraphs B., C., or D. of this Article is subject to the following:

1. For inventions made solely or jointly by NASA employees, NASA reserves the irrevocable, royalty-free right of the U.S. Government to practice the invention or have it practiced on behalf of the United States or on behalf of any foreign government or international organization pursuant to any existing or future treaty or agreement with the United States.
2. For inventions made solely or jointly by employees of a NASA Related Entity, NASA reserves the rights in 1. above, and a revocable, nonexclusive, royalty-free license retained by the Related Entity under 14 C.F.R. § 1245.108 or 37 C.F.R. § 401.14 (e).

#### F. Protection of Reported Inventions

For inventions reported under this Article, the Receiving Party shall withhold all invention reports or disclosures from public access for a reasonable time (1 year unless otherwise agreed or unless restricted longer herein) to facilitate establishment of patent rights.

#### G. Patent Filing Responsibilities and Costs

1. The invention and patent rights herein apply to any patent application or patents covering an invention made under this Agreement. Each Party is responsible for its own costs of obtaining and maintaining patents covering sole inventions of its employees. The Parties may agree otherwise, upon the reporting of any invention (sole or joint) or in any license granted.
2. Partner shall include the following in patent applications for an invention made jointly between NASA employees, its Related Entity employees and Partner employees:

The invention described herein may be manufactured and used by or for the U.S. Government for U.S. Government purposes without the payment of royalties thereon or therefore.

[Note: Partner should be informed that it can locate NASA technology available for licensing by visiting the following website address – <http://technology.nasa.gov>.]

### 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, data or equipment provided by NASA and/or Partner under this Agreement are provided "as is." NASA and Partner make no express or implied warranty as to the condition of any such goods, services, facilities, data 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, data 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. None of the government, its contractors nor Partner shall be liable for special, consequential or incidental damages attributed to such equipment, facilities, data, goods, 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 five years 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 Goddard Space Flight Center  
Matthew McGill  
Acting Director, ESD  
Mail Stop: 610  
8800 Greenbelt Road  
Greenbelt, Maryland 20771

First Street Foundation  
Matthew Eby  
Founder and Executive Director  
215 Plymouth St Floor 3  
Brooklyn, NY 11201-0001  
Phone: (917) 502-2759



Phone: 301-614-6281  
matthew.j.mcgill@nasa.gov

matthew@firststreet.org

#### Principal Investigator Points of Contact

##### NASA Goddard Space Flight Center

Stephanie Schollaert Uz  
Applied Sciences Manager, ESD  
Mail Stop: 610  
8800 Greenbelt Road  
Greenbelt, Maryland 20771  
Phone: 301-286-0549  
stephanie.uz@nasa.gov

##### First Street Foundation

Ed Kearns  
Chief Data Officer  
215 Plymouth St Floor 3  
Brooklyn, NY 11201-0001  
Phone: 828-974-6389  
ed@firststreet.org

#### 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  
GODDARD SPACE FLIGHT  
CENTER

FIRST STREET FOUNDATION

BY: \_\_\_\_\_  
Mark Clampin  
Director of Sciences and Exploration

BY:  \_\_\_\_\_  
Matthew Eby  
Founder and Executive Director

DATE: \_\_\_\_\_

DATE: 7/11/2022  
\_\_\_\_\_

## ADDENDUM A

### Standard Terms of Use

By accessing or using any of the products, services, or materials identified in the Nonreimbursable Space Act Agreement (“Agreement”) between The National Aeronautics and Space Administration Goddard Space Flight Center (“NASA”) and First Street Foundation (“FSF”), NASA agrees to comply with these Terms of Use.

#### **1. Compliance and Restrictions.**

Except as otherwise expressly permitted in the Agreement, NASA will not, and will not permit or enable any application, service, entity, or person to, directly or indirectly: (i) use any Proprietary Data (as that term is defined in the Agreement) for any purpose or in any manner other than as set forth in the Agreement; (ii) sublicense, assign, transfer, rent, sell, lease, lend, convey, redistribute, publish, disclose, deliver, make available, or otherwise provide any third party with access to any Proprietary Data; (iii) publish, enhance, or display any compilation or directory based upon information derived from any of the Proprietary Data; (iv) copy, create derivative works of, modify, alter, or tamper with any Proprietary Data; (v) decompile, disassemble, decode, reverse engineer, or otherwise attempt to derive or gain access to the source of the Proprietary Data (or the underlying ideas, algorithms, structure, organization, or methods used to compile the Proprietary Data); (vi) remove or modify any proprietary rights notices included within the Proprietary Data; (vii) use any automated means (e.g., scraping, crawling, spidering or robots) to access, query, or obtain any Proprietary Data; (viii) modify or replace any Proprietary Data by changing the order in which any Proprietary Data is originally made available by First Street or intermixing data from sources other than First Street with personal or personally identifiable Proprietary Data; or (ix) use any Proprietary Data for benchmarking purposes or to create a competing product.

**2. Disclaimers.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FIRST STREET AND ITS AFFILIATES AND ITS AND THEIR SUPPLIERS DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, IN CONNECTION WITH PROPRIETARY DATA. FOR THE AVOIDANCE OF DOUBT, FIRST STREET AND ITS AFFILIATES AND ITS AND THEIR SUPPLIERS MAKES NO REPRESENTATIONS AS TO THE QUALITY, ACCURACY, OR COMPLETENESS OF ANY PROPRIETARY DATA OR THAT THE PROPRIETARY DATA OR RESULTS OF ITS USE WILL MEET NASA'S OR ANY OTHER PERSON'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULT,

OR CONFORM WITH ANY GOVERNMENT STANDARDS OR REGULATIONS. UNDER NO CIRCUMSTANCE WILL FIRST STREET OR ITS AFFILIATES AND ITS AND THEIR SUPPLIERS BE LIABLE FOR THE CONSEQUENCES OF ANY INVESTMENT, FINANCIAL, OR OTHER DECISIONS, REGARDLESS OF WHETHER AND TO WHAT EXTENT SUCH DECISIONS MAY HAVE BEEN BASED UPON DATA MADE AVAILABLE TO NASA BY OR ON BEHALF OF FIRST STREET PURSUANT TO THE AGREEMENT.