

ANNEX BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION LYNDON B.
JOHNSON SPACE CENTER
AND THE ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF
ARIZONA STATE UNIVERSITY UNDER SPACE ACT UMBRELLA AGREEMENT
NO. 38169, DATED _____ (ANNEX NUMBER 01).

ARTICLE 1. PURPOSE

This Annex shall be for the Arizona Board of Regents for and on behalf of Arizona State University (hereafter ASU) and the NASA Johnson Space Center (JSC) to collaborate on programs that enrich the ASU students' experience and for NASA to engage in the widest practicable dissemination of information concerning its activities and results thereof.

Through this outreach, NASA JSC will be able to disseminate information to ASU members about NASA's mission, vision, and goals. ASU will be able to enrich the experience of its students, faculty, and alumni, gain better insight into the academic needs of the aerospace industry and disseminate information about JSC regarding its activities.

The activities under this Annex will provide JSC an opportunity to disseminate information about NASA's programs and activities to the widest possible audience and advance mutual objectives towards improving U.S. education in the science, technology, engineering, and mathematics (STEM) disciplines. This benefit aligns with NASA's Strategic Goal, of "exploring the unknown in space and driving new advances in aerospace science and technology on behalf of the American public." This Annex supports JSC's goal of establishing itself as a global innovation leader in human space exploration by bringing the best minds from universities to collaborate with the best minds of NASA JSC to conduct research that enables future space exploration. ASU will also gain the additional benefit of enriching its students' overall educational experience through their participation in educational outreach opportunities.

The legal authority for this Annex, consistent with the Umbrella Agreement, is in accordance with the National Aeronautics and Space Act (51 U.S.C. § 20113(e)).

ARTICLE 2. RESPONSIBILITIES

NASA will use reasonable efforts to:

1. JSC University Envoy/s will visit ASU either virtually or in person at least twice per year to engage faculty, researchers, STEM centers and Career centers, or campus leaders or at another appropriate venue.

2. Depending upon schedules, on-campus visits may include a NASA Awareness Day, career fair attendance, NASA exhibits, and regular interaction with government relations, engineering, science, and business chairs and deans.
3. Encourage ASU students and teams to participate in NASA internships and Pathways opportunities, and promote NASA STEM challenges and competitions.
4. May facilitate NASA JSC onsite or virtual visits and tours for visiting ASU officials.
5. Promote NASA opportunities through frequent email and social media connections.
6. Send recruiting material to career services and STEM centers.
7. Share information on NSPIRES grants and cooperative agreement opportunities, NASA Express articles, and other program opportunities.

ASU will use reasonable efforts to:

1. Work with NASA JSC to plan programs on campus to include JSC Envoys, speakers, materials, information and exhibits, technical workshops, symposia, and other knowledge-sharing events.
2. Include JSC Envoys in job fairs and career development programs to ensure students understand the broad scope of opportunities in the aerospace industry.
3. Inform JSC Envoys of initiatives including STEM and education programs for students and opportunities for involvement.
4. Explore methods to illustrate/strengthen the link between creativity, art, science, computer science, and engineering in the ASU and JSC STEM engagement activities.
5. Work with JSC Envoys in exploring research opportunities of mutual benefit and collaborate on the development of a curriculum that improves the pipeline (with the scope of any such research and the respective obligations of the Parties to be addressed in separate written agreements between the Parties).
6. Provide teaching and speaking opportunities for JSC Envoys and staff as well as the ASU faculty for the opportunity to share new knowledge between the organizations when of mutual benefit.
7. Plan and collaborate on technical conferences that advance both Parties' missions on mutually agreeable topics and schedules.

ARTICLE 3. SCHEDULE AND MILESTONES

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

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1. JSC Envoys and ASU will meet to discuss mutually acceptable collaboration activities.
Once every three months after the execution of Annex
2. Both Parties' representatives will meet to discuss opportunities for interacting with ASU career center(s) and student organizations. One month prior the start of the campus semester.
3. Both Parties will meet to review the functioning of the Annex. Annually in September

ARTICLE 4. 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 5. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

A. Data produced under this Annex which is subject to paragraph C. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement will be protected for the period of one year.

B. Under paragraph H. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement, 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 provided.

1. Background Data:

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

2. Third Party Proprietary Data:

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

3. Controlled Government Data:

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

4. The following software and related Data will be provided to Partner under a separate Software Usage Agreement:

None

ARTICLE 6. TERM OF ANNEX

This Annex 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, unless such term exceeds the duration of the Umbrella Agreement. The term of this Annex shall not exceed the term of the Umbrella Agreement. The Annex automatically expires upon the expiration of the Umbrella Agreement.

ARTICLE 7. RIGHT TO TERMINATE

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

ARTICLE 8. POINTS OF CONTACT

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

Management Points of Contact

NASA Lyndon B. Johnson Space Center
Dr Kam Lulla
Manager, University Collaboration and
Partnership
Mail Stop: AD
2101 NASA Parkway
Houston, Texas 77058
Phone: 281 483 5066
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Arizona State University
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Vice President Research
Arizona State University
Tempe, AZ 852813667
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matthew.hulver@asu.edu

ARTICLE 9. MODIFICATIONS


Any modification to this Annex shall be executed, in writing, and signed by an authorized representative of NASA and the Partner. Modification of an Annex does not modify the terms of the Umbrella Agreement.

ARTICLE 10. SIGNATORY AUTHORITY

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

NATIONAL AERONAUTICS AND
SPACE ADMINISTRATION
LYNDON B. JOHNSON SPACE
CENTER

ARIZONA STATE UNIVERSITY

BY: 
Arturo Sanchez III
Director, External Relations Office

BY: 
Heather Clark
Asst. VP - Research Operations

DATE: July 19, 2023

DATE: July 5, 2023