

EXHIBITION AGREEMENT BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
AND
SMITHSONIAN INSTITUTION
FOR
THE EARTH INFORMATION CENTER

This Exhibition Agreement (“Agreement”) is made between the National Aeronautics and Space Administration (“NASA”), located at 300 E Street SW, Washington, DC 20546, and the Smithsonian Institution (“SI” or “Smithsonian”), a trust instrumentality established by the United States Congress in 1846 (20 U.S.C. 41 et seq.) located at 1000 Jefferson Drive, SW, Washington, D.C. 20560, on behalf of the National Museum of Natural History (“NMNH”), located at 300 E Street SW, Washington, DC 20546. NASA and NMNH will hereinafter each be referred to as a “Party” and collectively referred to as the “Parties.”

WHEREAS, the Parties will collaborate on a public facing Earth Information Center (EIC) exhibition (the “Exhibition”) at a dedicated EIC exhibition space at NMNH (“the Exhibition Space”).

WHEREAS, the Exhibition will include large format LED displays, side panel monitors, equipment rack, and associated hardware (“the Display Wall”) and will enable communities, decision makers, and the public to see the planet as a world in action, constantly changing and adapting. The Exhibition will provide a whole-Earth view down to regional information to visualize our changing planet, from temperatures in our cities, to sea level rise, to greenhouse gas emissions to agricultural productivity.

WHEREAS, the goal of the Exhibition is to engage and amplify the importance of Earth system science, and to help the public and decision-makers understand the value of NASA's and NMNH's ongoing research.

WHEREAS, the Parties intend for the Exhibition Space to remain open for five (5) years, until 2028.

WHEREAS, NASA has the legal authority to enter into this Agreement under the Space Act, Other Transactions Authority (OTA), 51 U.S.C. § 20113(e), and the Smithsonian has the legal authority to enter into this Agreement pursuant to 20 U.S.C. §§ 41, et seq.

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein, the Parties agree as follows:

I. Organization and Content of Exhibition

NASA will be responsible for design of the content of the Exhibition in consultation with NMNH curators, building the Display Wall, and delivering all Exhibition panel designs and Display Wall to the NMNH.

NMNH will collaborate on exhibit design, review, and approval of video and other Exhibition content designed by NASA, provide dedicated space in a high-traffic public area at its flagship museum on the National Mall for the Exhibition, and produce and install interpretive NASA-approved Exhibition panels.

Specifically, NASA is responsible for the following:

1. Prepare the initial design concept and Exhibition content approach in consultation with NMNH and present the concept and approach to NMNH for review, input, and approval.
2. Provide NMNH with design specifications for review and approval prior to Display Wall installation, including requests to patch/paint the walls, install any temporary partitions (Mila walls) that are needed per the design, install and focus lighting fixtures, hang any banners or snipes, and describe requested networking and IT requirements. All such specifications and associated services must be in accordance with Smithsonian and NMNH policies and procedures. NASA shall install the Display Wall.
3. Design and develop interpretive Exhibition panels, in consultation with NMNH, incorporating the Parties logos and provide production-ready design files to NMNH for fabrication, once both parties have reviewed and approved the content of the panels.
4. Write all necessary Exhibition scripts and submit to NMNH for review and approval at both draft and near-final (i.e., 65% and 95% complete) stages once Exhibition design and content approach is approved by both Parties.
5. Retain primary responsibility for Exhibition and Program design, content, and scripts, including for scientific and technical accuracy and alignment with NASA messaging and NASA EIC requirements.
6. Consult with NMNH to establish a mutually agreed upon project schedule and associated milestones and deadlines and manage the project schedule for the Exhibition.
7. Develop, produce, and deliver all A/V programs and electronic interactives for the Exhibition in fully operational form on hardware and equipment selected in consultation with NMNH to ensure all Exhibition content and Programs comply with Federal government accessibility standards. NMNH will review the Exhibit content and Programs for compliance with Smithsonian Directive 215,

Accessibility for People with Disabilities, and shall inform NASA timely of any changes needed to such materials to comply with such Directive.

8. Provide staff for timely review and replies to NMNH comments.
9. As consistent with the Parties' Access and Installation Agreement, provide, ship, and deliver to the NMNH Exhibition space all equipment (including without limitation the Display Wall) necessary for the Exhibition.
10. Provide at least 72-hours of advance notice to NMNH of any requests for a special showing of the Exhibition for NASA, whether during or before/after public hours.
11. Engage a firm to conduct content and delivery evaluations, ensure that contractors comply with Smithsonian policies in the course of their work relating to the EIC, and incorporate recommended changes into the Exhibition and Programs to the extent changes are approved by NASA and NMNH.
12. Participate in an annual review and programming update that will consist of meeting with NMNH Exhibits, Science, Education and Visitor Experience personnel annually to evaluate the operations and effectiveness of the EIC and to determine general themes and content for new programs to be developed in the following year.
13. Be solely responsible for all decisions and matters relating to the Exhibition after NASA has deinstalled it from NMNH consistent with the terms of the executed Loan Agreement, including but not limited to managing the logistics and funding of relocating the Exhibition to any venues other than NMNH and utilizing the credit line agreed herein by the Parties in all co-produced content.

NMNH is responsible for the following:

1. Collaborate with NASA on initial design concept and Exhibition content approach.
2. Provide input, review and approval for concept development and design, content approach, and scripts for the Exhibition, in a timely manner to meet project schedule milestones and deadlines.
3. Provide a project manager and staff to collaborate on the design and evaluation of the Exhibition and to facilitate timely review and approval of Exhibition design concept, content approach, and scripts.
4. Prepare the NMNH Exhibition Space in accordance with agreed specifications prior to installation, including providing staff for the preparation of the space, including patching/painting the walls, installing any temporary partitions (Mila

walls) that are needed per the design, installing, and focusing lighting fixtures, hanging any banners or snipes, and ensuring networking and IT requirements are met. All such specifications and associated services must be in accordance with Smithsonian and NMNH policies and procedures.

5. Produce, fabricate, and install prototype and final interpretive Exhibition panels as agreed between the parties, as needed.
6. Provide access on agreed-to timelines and in a timely fashion to NASA and NASA-contracted personnel to the NMNH Exhibition Space for the purposes of Exhibition design, installation, repair, maintenance, evaluation, and/or replacement, including in the case of equipment or system failure, or for software or system updates, when immediate access may be needed.
7. Work with NASA to jointly install and deinstall the Display Wall at the NMNH Exhibition Space pursuant to the terms of the Access and Installation Agreement and the Loan Agreement.
8. Provide to NASA metrics consistent with Smithsonian policies regarding number of visitors and other quantitative and qualitative measures for how the Exhibition and Exhibition content is received by audiences to assist in internal NASA analytics.
9. Provide the standard level of security for the Exhibition Space that NMNH provides to other spaces in the museum to protect and preserve the equipment installed at its location.
11. Provide electricity, data, and utilities to the Exhibition Space.
12. Provide notice of approval to NASA as soon as is reasonably practical of any requests for a special showing of the Exhibition for NASA, whether during or before/after public hours, and cover the costs of providing security for any special showings after public hours.
13. Participate in an annual review and programming update that will consist of meeting with NASA EIC personnel annually to evaluate the operations and effectiveness of the EIC and to determine general themes and content for new programs to be developed in the following year.

II. Related Programs

1. The Parties may develop additional programming to enhance the public experience of the Exhibition, including but not limited to NASA and NMNH speakers, symposia, or other events. Additional programming is subject to review and approval by both parties and should be in line with the goals of the Earth Information Center (EIC) exhibition.

2. The Parties will collaborate to develop a calendar for agreed upon programming to supplement the Exhibition one (1) year in advance.
3. Both NASA and NMNH agree to provide appropriate staff to contribute to development of Programs, such as scientists, curators, exhibit professionals, and educators as appropriate.
4. For programs involving NASA speakers, NASA will write program scripts including panel text and submit to NMNH for review at both draft and near-final (i.e., 65% and 95% complete) stages.
5. NMNH agrees to provide on-site support for agreed-upon programming to facilitate the visitor experience including appropriate security and basic A/V and IT personnel, as needed.
6. The Display Wall shall only be used for purposes of the Earth Information Center Exhibition at NMNH, to show material developed by NASA or co-developed by NASA and SI hereunder and for no other purpose during the term of this Agreement.
7. The Parties will collaborate on the creation of informational materials to support programs and NMNH and NASA's communication teams will develop mutually agreeable plans to inform the public about events.

III. Schedule

The public presentation of the Exhibition at NMNH shall open in 2024 and close in 2028. Any changes in these dates are subject to the written agreement of the Parties.

IV. Installation, Loan Administration, and Transportation

NASA and SI executed an Access and Installation Agreement on August 31, 2023, under which the Smithsonian will receive the Display Wall on behalf of NASA and will permit NASA to install the Display Wall in the Exhibit Space. NASA and SI executed a Loan Agreement on September 29, 2023, with respect to the treatment of the Display Wall while at the NMNH Exhibition Space. Together these two agreements contain the understandings of the Parties concerning transportation, installation, security, conservation, condition reporting, and insurance requirements for the Displays.

Should NASA loan additional objects to SI for the Exhibition, the Parties will enter into additional Loan Agreements with terms agreed between the Parties.

V. Project Timeline and Milestones

The planned major milestones for the Exhibition are as follows, targeting a soft opening (Display Wall with content and panel with description of the exhibit) in Q1 2024 and a hard opening in Q2 2024. This schedule is subject to change depending on the project agreement signature date and follow-up discussions and the NMNH review and production process:

Space prepared for EIC Exhibit installation		Complete
Display Wall delivered to NMNH		Complete
Exhibition Project Kickoff		Q4 2023
Content Workshop 1		Q1 2024
Content Workshop 2		Q1 2024
Prototype soft opening panels delivered to NMNH		Q1 2024
Evaluation Period		Q1 2024
Content Workshop 3		Q1 2024
Following review, final package for Production		Q2 2024
Exhibit Installation		Q2 2024
Year 1 programming, promotion, and outreach strategy complete		Q2 2024
Audience formative evaluation complete		Q2 2024
Exhibit open to the public		Q2 2024
Annual exhibition review and programming update		Q2 2024
Annual exhibition review and programming update		Q2 2025
Annual exhibition review and programming update		Q2 2026

VI. Credit and Reproduction

Unless otherwise agreed in writing, and except for the Display Wall equipment itself, all aspects of the Exhibition can be photographed and/or reproduced by the Parties and the images may be used by the Parties for educational, archival, research, publicity to support the Exhibition, publication, and other standard museum and educational purposes. Distribution can occur either through printed or electronic media. The following official credit line for the Exhibition shall be used on the Exhibition title wall, any interior and exterior signage at NMNH, any brochures or internally distributed material, and invitations or NASA-created promotional materials for the Exhibition, related programs, and related events in recognition of the collaboration of the Parties:

The Earth Information Center at the National Museum of Natural History is developed and provided by NASA in collaboration with the Smithsonian.

The Smithsonian shall have the option of using a mutually agreed upon shortened credit line on promotional and other Exhibition materials where space constraints do not allow for use of the full credit line.

For clarity, (i) the above tagline will be used on the described materials for the Exhibit at NMNH, but not at other Earth Information Center's maintained by NASA at other locations, and (ii) the above tagline will be used on video productions co-developed under this Agreement that include both NASA and NMNH content.

VII. Use of Names and Marks

Each Party will obtain approval from the other before using the other Party's official logos, graphics, or identifiers.

VIII. Promotion and Communications

NASA or NMNH may, consistent with Federal law and this Agreement, release general information regarding its own participation in this Agreement as desired. The Parties will use good faith efforts to work together on any joint outreach and communication efforts supporting the Exhibition. Each Party will conduct any joint outreach activities at its own cost and in accordance with Clause VII (Use of Names and Marks) in accordance with the mutually agreed upon plan. Media and press at the Exhibition is subject to final approval by the Smithsonian, including but not limited to any radio, TV, newspaper, and social media and other non-traditional outlets. Any filming or professional photography by NASA on Smithsonian premises is subject to review and approval by the Smithsonian and will comply with all Smithsonian policies for such activities.

Pursuant to Section 841(d) of the NASA Transition Authorization Act of 2017, Public Law 115-10 (the "NTAA"), NASA is obligated to publicly disclose copies of all agreements conducted pursuant to NASA's 51 U.S.C. §20113(e) authority in a searchable format on the NASA website within 60 days after the agreement is signed by the Parties. The Parties acknowledge that, if this IAA is entered into pursuant to NASA's 51 U.S.C.

§20113(e) authority, this Agreement will be disclosed, without redaction, in accordance with the NTAA.

IX. Joint Approval of Content

All content and related programming in the Exhibition at NMNH, including but not limited to, objects, text, video, and graphics, must be approved by both NASA and Smithsonian Museum of Natural History. The Smithsonian will consult with NASA to ensure the factual accuracy of interpretive text and labels relating to the Exhibit. Both NASA and NMNH will have a maximum of 2 weeks to approve content, after it has been submitted for review, to ensure the Exhibition can maintain the agreed upon schedule.

X. Equipment Maintenance

NMNH is responsible for standard maintenance of the Displays consistent with the Loan Agreement.

NASA will provide guidance to and assist NMNH with installing any required software updates and will provide guidance to and assist NMNH in securing the system against intrusion.

NASA will respond promptly to any notifications by NMNH of equipment or system failure due to fault of any of the Exhibition materials, in whole or in part, and provide labor, materials, and equipment to repair or replace said equipment at no cost to NMNH.

XI. 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).

XII. Intellectual Property Rights

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

XIII. Term

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.

XIV. Right to Terminate

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

XV. Liability & Force Majeure

Each Party agrees to assume liability for its own risks arising from or related to activities conducted under this Agreement. Neither NASA nor NMNH will be responsible or liable for damages caused by a delay or failure in performance of this Agreement or any provision of it, or by a delay or failure that causes cancellation of this Agreement, if such a delay or failure is due to a cause beyond its control, such as, but not limited to, a pandemic including the COVID-19 pandemic, fires, strikes, scarcity of materials or fuel, war or acts of war, acts of terrorists, acts of mobs or rioters, acts of public authorities, delay or defaults caused by public carriers, or earthquakes, storms, floods or other acts of God.

XVI. Management 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
Eleanor Stokes
Earth Information Center Program Manager
Mail Stop: mail stop
300 E Street SW
Washington, DC 20546
Phone: 771-200-8370
Eleanor.stokes@nasa.gov

Smithsonian Institution
Michael Lawrence
Assistant Director for Exhibits
Smithsonian POC
1000 Jefferson Drive SW
Washington, DC 20560-0000
Phone: 202-633-1156
LawrenceM@si.edu

XVII. Modifications and Entire Agreement

This Agreement constitutes the entire understanding between the Parties with respect to the content hereof, and it supersedes and replaces any previous documents, correspondence, conversations, and other written or oral understandings related to the Agreement that are not consistent herewith or are not contained herein, with the specific exclusion of the Access and Installation Agreement and the Loan Agreement entered into between the parties with respect to the Display Wall. Any modification to this Agreement

shall be executed, in writing, and signed by an authorized representative of NASA and the Smithsonian.

XVIII. Governing 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.

XIX. Dispute Resolution

All disputes concerning questions of fact or law arising under this Agreement shall be referred by the disputing party in writing to the Management Points of Contact in this Agreement. The persons identified as the Management Points of Contact 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 the Agreement, or their designees, for joint resolution through good faith consultation or negotiation, or by any way mutually agreed upon by the Parties after the Parties have separately documented in writing clear reasons for the dispute.

XX. Signatory Authority

Approved and authorized on behalf of each Party by:

NATIONAL AERONAUTICS AND
SPACE ADMINISTRATION

SMITHSONIAN INSTITUTION

BY: KAREN St Germain
KAREN St Germain
Director, Earth Science Division,
Science Mission Directorate

Digitally signed by KAREN St Germain
Date: 2023.12.13 13:26:56 -05'00'

BY: Kirk Johnson
Kirk Johnson
Sant Director, National Museum of
Natural History

DocuSigned by:

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DATE: _____

DATE: 1/16/2024