

National Aeronautics and
Space Administration

Marshall Space Flight Center
Huntsville, AL 35812



LUNAR SAMPLE DISPLAY AGREEMENT

The Marshall Space Flight Center of the National Aeronautics and Space Administration, hereinafter referred to as NASA, and _____, hereafter referred to

(Name of Organization)

As the EXHIBITOR, desire to enter into a loan agreement to make a lunar sample available to the EXHIBITOR under the following terms and conditions:

1. The lunar sample number is: 15015.77 and weighs 113.623 grams. The sample will be picked up from NASA on _____ and returned to NASA on _____.
2. The sample is to be handled carefully at all times. Every effort will be made to prevent the lucite from being scratched or otherwise damaged. Detailed instructions will be provided to each EXHIBITOR.
3. The sample will be under the continuous surveillance of a guard or other responsible agent of the EXHIBITOR (or as otherwise approved by NASA) while on public display.
4. During non-exhibit hours, the sample will be removed from the exhibit stand and secured in a safe, vault, or vault-type room. Knowledge of secure storage combination locks shall be limited to the person in charge and, if necessary, an alternate. However, if the exhibit stand area during non-exhibit hours is within the continuous view of a guard or other responsible agent of the EXHIBITOR, or as otherwise approved by NASA, the sample need not be removed from the exhibit stand.
5. Persons assigned the responsibility for and/or who have directed access to the sample display during non-exhibit hours will be limited to the absolute minimum required to perform necessary work functions and their names made a matter of record by the EXHIBITOR and made available for NASA inspection.
6. To ensure that appropriate security arrangements are followed, the premises where the sample is located shall be subject to inspection by NASA representatives at all times.
7. The sample will be transported by a courier who will maintain personal charge and possession of the sample at all times while in transit. The courier must be 21 years of age or older.
8. The lunar sample is not to be loaned out, removed or transferred, nor shall responsibility for the sample be re-delegated or reassigned from the EXHIBITOR and the official executing this agreement, for any reason, without prior written approval of NASA.

9. Each EXHIBITOR is encouraged to evaluate local conditions for potential problems arising out of the display. Questions regarding the adequacy of safeguards for the sample should be referred to the NASA Office of Public Affairs, Mail Code AP, Johnson Space Center, Houston, Texas 77058, telephone 281 483 8622.
10. Under no circumstances shall a special admission fee be levied to view the lunar sample. If the EXHIBITOR has an established general admission, no increase in the general admission charge may be made for viewing the lunar sample.
11. Immediately report by telephone, the loss or damage of the sample to the NASA/Johnson Space Center, Office of Public Affairs at 281 483 8622 and to the Lunar Sample Office at 281-483-6187. After 5p.m. on weekdays and on weekends, contact the JSC Security Dispatcher at 281 483 4658.
12. The United States Federal Law is hereby designated as the choice of law of the parties to this agreement for the purposes of determining the validity of the agreement, the meaning of its provisions, and the obligation of the parties.
13. The lunar sample provided is Government property of the United States. Notwithstanding any other provisions of this agreement, the EXHIBITOR shall not be liable for loss or damage to this Government property, or for expenses incidental to such loss or damage, except that the EXHIBITOR shall be responsible for any such loss or damage (including expenses incidental thereto):
 - a. Which results from willful misconduct or lack of good faith on the part of the EXHIBITOR's directors or officers, or on the part of any of his managers, superintendents, principal investigators, co-investigators, or other equivalent representatives, who have supervision direction of all or substantially all the EXHIBITOR's business, or substantially all of the EXHIBITOR's operations at any one laboratory, or separate location in which this agreement is being performed; or
 - b. Which results from a failure on the part of the EXHIBITOR due to the willful misconduct or lack of good faith on the part of any of his directors, officers, or others representatives mentioned in "a" above to (1) maintain and administer, in accordance with the provisions of this agreement (and security plan, if any), the program for the delivery, maintenance, repair, protection, and preservation of Government property; or to (2) take all reasonable steps to comply with any appropriate written directions from the NASA Office of Public Affairs with respect to the delivery, maintenance, repair, protection, and preservation of Government property.
14. EXHIBITORS who fail to follow the proper safeguard standards as set forth in this agreement will be excluded from future participation in this program.
15. This agreement shall become effective upon the date of the last signature hereto and will remain in effect throughout the term specified in paragraph 1 above, or, if extended, until such time as agreed to in writing by NASA. This agreement may be terminated at any time by either party. The EXHIBITOR agrees to immediately return the sample to NASA upon termination of this agreement.

16. This agreement is entered into by the NASA Lunar Display Coordinator in accordance with authority set forth in paragraph 203(c)(5) and (6) of the National Aeronautics and Space Act of 1958, as amended, and as delegated by NPD 1387.2F.

FOR: EXHIBITOR

Signature (Authorized Official)

Date

Typed or Printed Name: _____

Title: _____

FOR: NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

NASA JSC Exhibits Manager
Louis Parker

Date

LUNAR SAMPLE SCHEDULING INFORMATION SHEET

This form must be completed and returned to this office. Additional inquires/questions should be directed to: NASA Marshall Space Flight, Mail Code CS20, Office of Public Affairs, Huntsville, AL. 35812

1. A narrative, outlining EXHIBITOR's Security Plan must be attached to this Information Sheet if term of loan is to exceed 3 months.

2. Event Date(s) _____

3. Event Name _____

4. Event Sponsor (Organization) _____

5. Event Location/Address _____

6. Contact Name _____

7. Contact Telephone (BUS) _____
(RES) _____
(FAX) _____
(E-mail) _____

8. Contact Address _____

9. Responsible Individual at the Display Site _____

- 9a. Alternate at Display Site _____

10. Courier's Name Who Will Sign For the Lunar Sample _____

11. Estimated Attendance _____

12. Admission Fee? (See Display Agreement, Paragraph 10) _____

13. Lunar Sample Scheduled (Number) _____

14. Location of Sample during Non-display Hours _____

Security Requirements for Lunar Sample Displays

No public display of lunar samples will be approved without the prior submission of a signed Lunar Sample Display Agreement, which specifies NASA Standards for display and security of lunar samples.

No public display will be approved by the JSC Office of Public Affairs to exceed 90 days without the prior review and approval by the JSC Security Office of the responsible organization's proposed plan for safeguarding the lunar materials throughout the period in its custody. An acceptable security plan must include provisions as per one of the following.

1. When continuous surveillance of a guard or attendant is provided.

The Lunar Sample could be set out on a table or stand and kept under continuous surveillance of a guard or attendant while it is on display. After display hours, or when a guard is not continuously watching the sample, it must be locked away in a safe or vault with a three-position built-in combination lock.

2. When continuous surveillance of a guard or attendant is not provided.

Plan (A);

The sample could be displayed in a case positioned within the line of sight of an attendant and the case is designed to prevent easy removal from the premises (either it is too big and/or heavy or it is fastened down) and is designed to prevent easy access to the sample, then continuous surveillance is not required. When the display case is not within the line of sight of an attendant (and after display hours), it must be locked in a safe or vault with a three-position built-in combination lock.

Plan (B);

The sample could be displayed in a case that is sufficiently strong to prevent easy entry or removal from the building, is equipped with an audible and/or silent alarm that would be responded to by a guard or attendant very quickly (2 or 3 minutes), then continuous surveillance is not required. After hours, the sample would have to be locked in a safe or vault with a three-position combination lock.

3. When the sample is to remain in place (continuous display/24 hours a day) unattended.

The display case must be constructed to prevent easy entry. Access to the sample must be controlled by a three-position combination padlock or a three-position combination built-in lock.

The display case must be equipped with an audible and/or silent alarm. A quick response must be provided for this alarm (4 to 5 minutes).

Buildings without a 24-hour security force must be equipped with an alarm system for after hours protection. A quick response must be provided for this alarm.

All alarm systems must be equipped with a battery or other approved backup in the event of a power failure.

All security plans for continuous display must be approved by the NASA Johnson Space Center Security Office prior to implementation. Host institutions submitting plans for approval must include sufficient drawings and narrative for NASA to evaluate the plan in accordance with the specifications listed above under number 3.

INSTRUCTIONS TO COURIERS AND EXHIBITORS OF ENCAPSULATED LUNAR SAMPLES

The sample will be transported by a courier who must maintain possession of the sample at ALL times while in transit. **The sample cannot be checked as baggage on an airplane or other conveyance**, or transported in the trunk of an automobile. **It must be treated as carry-on baggage**. Some airlines require carry-on baggage to fit through a 9 X 14 inch stainless steel rectangular template. The lunar sample carrying case measures 11 X 11½ X 14 inches and will not fit through this template. It is **NOT** to be removed from its carrying case while in transit. Couriers for the lunar samples must book flights on carriers that can accommodate the 11 X 11½ X 14 inch carrying case. The sample must be handled carefully at all times.

The courier agrees to take all prudent precautions to prevent loss or damage to the sample. A sample transfer document must be completed for each transfer of responsibility for the sample. The sample should be inspected, if and when it is transferred.

This sample has been encapsulated in clear Lucite. The sample must not be handled by bare hands. Carefully remove the pyramid shape sample, enclosed in a chamois cover, from its carrying case following the instructions below.

Enclosed in the sample carrying case are some special gloves to be used for handling the sample. These gloves are to be used each time the sample is to be moved. Remove the chamois cover and store it in the carrying case.

NOTE: The pick up courier will be instructed as to the above noted handling procedures. It is **REQUIRED** that this courier pass on the instructions to the next (if any) handler of the sample. Since the surface can be easily scratched, and/or chipped, it must be handled very carefully.

No attempt shall be made by the courier or exhibitor to remove any scratch or to polish the surface. A scratched or chipped sample **must** be returned to the Johnson Space Center for repair. A cloth is provided to remove dust only.

The reverse of the above handling procedures should be used to insert the encapsulated sample into the carrying case. The least amount of handling obviously is best. Only personnel authorized by the Lunar Sample Display Agreement should be allowed to handle the sample.

It is anticipated that most samples will be carried to the final destination, or returned to the NASA Johnson Space Center within a few hours. In the event the courier must stop overnight, care must be taken to protect the sample. In NO case should the sample be kept in a motel or hotel room overnight. Arrangements should be made to secure the sample in a locking safe/vault if overnight storage becomes necessary. Samples should never be kept overnight at the courier's home.

Immediately report by telephone the loss or damage of the sample to the NASA Johnson Space Center, Office of Public Affairs, 281 483 8622; and to the Lunar Sample Office, 281 483 6187. After 5 p.m. and weekends, contact the NASA Security Dispatcher at 281 483 4658.

If you have further questions pertaining to the above instructions, call this office, 281-483-8622, or write to: AP/Office of Public Affairs, NASA Johnson Space Center, 2101 NASA Road 1, Houston, Texas 77058-3696.