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NONREIMBURSABLE SPACE ACT AGREEMENT
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
LYNDON B. JOHNSON SPACE CENTER
AND HOUSTON CINEMA ARTS SOCIETY (HCAS) CINESPACE.

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 Lyndon B. Johnson Space Center, located at 2101 NASA Parkway, Houston, Texas 77058 (hereinafter referred to as "NASA" or "NASA JSC") and Houston Cinema Arts Society, Houston Cinema Arts Society located at 4409 Montrose Boulevard, Suite 110, Houston, Texas 770065860 (hereinafter referred to as "Partner" or "Houston Cinema Arts Society or HCAS"). 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 to work with the Houston Cinema Arts Society (HCAS) on a moving image (hereinafter referred to as "Video" or "Videos") competition (hereinafter referred to as CineSpace"; to showcase the Videos created for CineSpace; and to hold related events as mutually agreed to encourage the creation of new products and methods of communicating NASA's mission, accomplishments, and efforts to new audiences. NASA and HCAS shall collaborate to create CineSpace, a space-themed Video competition, designed to encourage filmmakers to take advantage of the vast amount of existing and new NASA imagery to create new multimedia products. For the purposes of this Agreement, CineSpace is defined as the Video competition and any related events utilized to communicate selected Videos received during the competition to as wide an audience as practical. NASA will obtain the Videos through a challenge issued by a NASA contractor, unless otherwise arranged.

ARTICLE 3. RESPONSIBILITIES

NASA will use reasonable efforts to:

1. Obtain Videos for use in the CineSpace competition.
 - a. Obtain Video submissions and award challenge prizes through a NASA contractor, unless otherwise arranged.

- b. Make available NASA imagery through a publicly accessible portal for challenge participants.
 - c. Solicit high quality submissions to the Cinespace competition.
 - d. Work with HCAS to judge the Video submissions and select finalists and winners.
2. Conduct outreach for Cinespace.
 - a. Work with HCAS to create a comprehensive media and outreach plan including social media, communication, special events, promotional materials, and potential in-flight events.
 - b. Work with HCAS to create a joint announcement press release and potential announcement event(s).
 - c. In conjunction with HCAS, provide content and links for pages hosted on the HCAS website, which is managed by HCAS and dedicated to Cinespace content.
 - d. Work with HCAS to maximize public outreach opportunities, including exhibits or speakers at media or outreach events.
 3. Plan and organize Cinespace.
 - a. Work with HCAS to determine Cinespace content.
 - b. Work with HCAS to select and curate Cinespace selections.
 - c. Coordinate with HCAS on selection of Cinespace judges and speakers.
 - d. Work with HCAS to collaboratively determine a process by which competition finalists are evaluated and selected. NASA will select the winners of cash prizes to be provided through a NASA contractor, unless otherwise arranged. HCAS approves all films to be shown at the Houston Cinema Arts Festival. HCAS may also select its own winners and give prizes, if it wishes.
 - e. Work with HCAS to produce a compilation (digital and Videogram versions) of select Video challenge submissions.
 - f. Provide to HCAS 15 days before the screening of Cinespace at HCAF a copy of all material that will be presented/screened, including the premiere pro file and the greeting(s) from NASA representative(s).
 - g. Recognize the names of both NASA and HCAS in all Cinespace material distributed or shown publicly.
 4. Transfer (a) selected Video submissions obtained through a NASA contractor along with their associated metadata to HCAS and (b) limited rights regarding the selected Video submissions to HCAS for use in accordance with Article 10 of this Agreement.
- B. Houston Cinema Arts Society will use reasonable efforts to:
- I. Support NASA's effort to obtain videos.
 - a. Solicit high quality submissions for the Cinespace competition.
 - b. Work with NASA to judge the video submissions and assist NASA in the selection of finalists and winners.
 2. Conduct outreach for Cinespace.
 - a. Work with NASA to create a comprehensive media and outreach plan including social media, communication, special events, promotional materials, and potential in-flight events.
 - b. Work with NASA to create a joint announcement press release and potential announcement event(s).
 - c. In conjunction with NASA, provide content and links for pages hosted on the HCAS website, which is managed by HCAS and dedicated to Cinespace content.
 - d. Work with NASA to maximize public outreach opportunities, including exhibits or speakers at Houston Cinema Arts Festival (HCAF) or other HCAS outreach events.
 - e. Create and manage Cinespace YouTube and Vimeo sites.

- f. Offer educational components such as free public screenings to enhance CineSpace/NASA awareness.
- g. Offer CineSpace competition finalists to other film festivals, science museums, exhibitions, and outdoor screenings, and other appropriate institutions or events.
- h. Work with NASA to identify, gather, and maintain relevant metrics of outreach events and activities in order to assess on a regular basis the success of the CineSpace efforts. At a minimum, the metrics should include:
 - i. A record of events
 - ii. Number of screenings
 - iii. Number of audience members and/or viewers
 - iv. Number of online viewers and hits
3. Plan and organize CineSpace events at the HCAF, in conjunction with NASA.
 - a. Provide NASA with advice on film series/competition operations.
 - b. Work with NASA to determine CineSpace content.
 - c. Work with NASA to select and curate CineSpace selections.
 - d. Work with NASA to collaboratively determine a process by which competition finalists are evaluated and selected. NASA will select the winners of cash prizes to be provided through a NASA contractor. HCAS approves all films to be shown at the Houston Cinema Arts Festival. HCAS may also select its own winners and give prizes, if it wishes.
 - e. Coordinate with NASA on selection of CineSpace judges and speakers.
 - f. Work with NASA to create CineSpace dedicated pages in the HCAF program guide(s) as well as additional guides for other screenings, if applicable and within approved graphics design and print budget.
 - g. Work with NASA to produce a compilation (digital and videogram versions) of select Video challenge submissions. Deliver to NASA copies of the compilations produced and all rights necessary for NASA to use and display the compilations consistent with Article 10 of this Agreement.
 - h. Screen select CineSpace winners and entries during the HCAF at an HCAF venue.
 - j. Develop downloadable database of CineSpace films to support the development of CineSpace reels for use at museums, festivals, and other venues.
4. Recognize the names of both NASA and HCAS in all CineSpace material distributed or shown publicly.

ARTICLE 4. SCHEDULE AND MILESTONES

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

Judging.

July - September, and the same period for subsequent years.
By July 15, and the same period for subsequent years.

Entries submitted.

Date press release is issued, and then during

CineSpace Challenge Announcement.

CineSpace website goes live.

the November Festival
for the subsequent years'
challenges/festivals
Date press release is
issued.
Beginning November,
and the same month for
subsequent years.

HCAF, CineSpace screenings begin.

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 AND RISK OF LOSS

A. Each Party hereby waives any claim against the other Party, employees of the other Party, the other Party's Related Entities (including but not limited to contractors and subcontractors at any tier, grantees, investigators, customers, users, and their contractors or subcontractor at any tier), or employees of the other Party's Related Entities for any injury to, or death of, the waiving Party's employees or the employees 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. Each Party further agrees to extend this cross-waiver to its Related Entities by requiring them, by

contract or otherwise, to waive all claims against the other Party, Related Entities of the other Party, and employees of the other Party or of its Related Entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement. Additionally, each Party shall require that their Related Entities extend this cross-waiver to their Related Entities by requiring them, by contract or otherwise, to waive all claims against the other Party, Related Entities of the other Party, and employees of the other Party or of its Related Entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement.

ARTICLE 9. 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 10. 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 11. 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 12. 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 logo/typo, 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 13. 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 14. 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 15. 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.

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.

ARTICLE 16. TERM OF AGREEMENT

This Agreement becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until December 31, 2021. This agreement may be extended annually through 2025 as mutually agreed through amendments to this agreement prior to the current expiration.

ARTICLE 17. RIGHT TO TERMINATE

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

ARTICLE 18. 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 19. 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 Lyndon B. Johnson Space Center

Joel R. Montalbano
ISS Program Manager
Mail Stop: OA
2101 NASA Parkway
Houston, Texas 77058
Phone: 281.483.2569
Fax: TBD
joel.r.montalbano@nasa.gov

Houston Cinema Arts Society

Houston Cinema Arts Society
Laurence Unger
Executive Director, Houston Cinema Arts Society
Board of Directors
Mail Suite: None
4409 Montrose Boulevard, Suite 110
Houston, Texas 770065860
Phone: 832-655-5731
Fax: None
laurence@cinemahx.org

ARTICLE 20. 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 21. MODIFICATIONS

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

ARTICLE 22. 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 23. 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 24. 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 25. LOAN OF GOVERNMENT PROPERTY


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

ARTICLE 26. 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
LYNDON B. JOHNSON SPACE CENTER

HOUSTON CINEMA ARTS SOCIETY
HOUSTON CINEMA ARTS SOCIETY

BY: 
Joel R. Montalbano
Manager, International Space Station Program

BY: 
~~Executive Director~~ JIM TOWNSEND
Executive Director, Houston Cinema Arts Board of
Directors

DATE: 10 SEPTEMBER 2021

DATE: 24 OCTOBER 21