

NONREIMBURSABLE INTERAGENCY AGREEMENT  
BETWEEN  
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
AND THE  
USDA FOREST SERVICE, STATE & PRIVATE FORESTRY  
FOR STEM EDUCATION AND ENGAGEMENT AROUND TREES GROWN FROM SEEDS  
FLOWN IN SPACE

ARTICLE 1. AUTHORITY AND PARTIES

The National Aeronautics and Space Administration, located at 300 E Street SW, Washington, DC 20546 (hereinafter referred to as "NASA") enters into this Interagency Agreement (hereinafter referred to as "IAA") in accordance with 51 U.S.C. § 20113(e). United States Department of Agriculture, US Forest Service, located at 1400 Independence Avenue SW, Stop Code 1147, Washington, DC 20250-1147 (hereinafter referred to as "Forest Service"), enters into this IAA in accordance with Space Act, Other Transactions Authority (OTA), 51 U.S.C. § 20113(e). NASA and Forest Service may be individually referred to as a "Party" and collectively referred to as the "Parties."

ARTICLE 2. PURPOSE

NASA OSTEM and Forest Service intend to use the Artemis 1 lunar orbital mission to create opportunities to teach students about STEM concepts and connections to natural resources on Earth. NASA and Forest Service intend to reinvigorate a spaceflight education outreach effort connected with Apollo 14 launched in 1971. Astronaut Stuart Roosa, a former Forest Service smoke jumper, brought tree seeds aboard the Lunar Command Module. Upon return to Earth, the seeds were germinated by the Forest Service and the resulting seedlings were planted throughout the United States. NASA and Forest Service seek to create an Artemis education program around space flown tree seeds. Back on Earth, the tree seeds will be grown into seedlings and distributed to public and education institutions across the US. These trees are intended to provide a tangible public connection to spaceflight and are an opportunity for both NASA and Forest Service to create STEM programming around the trees grown from space flown seeds. Using Forest Service Conservation Education and NASA OSTEM programs and networks, the agencies will collaborate to engage students, educators and the public in Artemis and conservation connected programming.

ARTICLE 3. RESPONSIBILITIES

A. NASA will use reasonable efforts to:

1. Provide the Forest Service with space flown seeds pending successful launch and return.
2. Develop activities, lessons plans, or other education materials related to the flight of the tree seeds.
3. Provide Forest Service with draft copies of NASA created educator resources and student activities for technical review at a point when changes can still be made.

4. Develop and release a competitive non-funded announcement to award viable seedlings to external host organizations.
5. Engage Forest Service experts in the selection panel to review and rank submitted proposals from external organizations requesting seedlings.
6. Arrange for the logistics of final distribution of seedlings to identified organizations for planting and long-term care.
7. Lead development of communications and materials related to the public messaging of space flown seeds and announcement of recipient locations. Coordinate with recipient organizations and Forest Service on public announcements and social media.
8. Share mutually beneficial metrics and data collected related to activities under this agreement.

B. Forest Service will use reasonable efforts to:

1. Provide NASA with vacuum-packed tree seeds.
2. Germinate seeds and produce one-year-old seedlings suitable for transport.
3. Provide technical input on draft educator guides, student activities and materials created by NASA.
4. Provide Forest Service technical and/or education staff to support NASA in the review and ranking of external proposals and announcement of organizations to receive seedlings.
5. Provide NASA with copies of any Forest Service created public, student, or educator materials for technical review at a point when changes can still be made.
6. Share mutually beneficial metrics and data collected related to activities under this agreement.

#### ARTICLE 4. SCHEDULE AND MILESTONES

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

The Forest Service delivers tree seeds to NASA	By June 1, 2021
NASA delivers space-flown tree seeds to the Forest Service pending schedule.	Anticipated 30-45 days post landing.
Competitive announcement released and selected institutions identified.	Anticipated completion by 3 <sup>rd</sup> Quarter FY 2022
Seedlings shipped to selected institutions for planting.	When seedlings are viable for shipping
NASA and the Forest Service share metrics and performance data.	Annually

## 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 IAA is estimated based upon the Parties' current understanding of the projected availability of its respective goods, services, facilities, or equipment. In the event that either Party's projected availability changes, NASA or Forest Service, respectively, shall be given reasonable notice of that change, so that the schedule and milestones may be adjusted accordingly. The Parties agree that NASA's and Forest Service's use of its own goods, services, facilities, or equipment shall have priority over the use planned in this IAA.

## ARTICLE 7. LIABILITY AND RISK OF LOSS

The Code of Federal Regulations (14 C.F.R. § 1266.104) establishes a cross-waiver of liability between the parties to agreements for science or space exploration activities unrelated to the International Space Station which involve a launch and requires that such cross-waiver be flowed down to the parties' related entities. In furtherance of this requirement, the Parties agree to ensure that their respective applicable Related Entities are subject to the cross-waiver as set forth in 14 C.F.R. § 1266.104.

## ARTICLE 8. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

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

## ARTICLE 9. INTELLECTUAL PROPERTY RIGHTS - INVENTION AND PATENT RIGHTS

Unless otherwise agreed upon by NASA and Forest Service, custody and administration of inventions made (conceived or first actually reduced to practice) under this IAA will remain with the respective inventing Party. In the event an invention is made jointly by employees of the Parties (including by employees of a Party's contractors or subcontractors for which the U.S. Government has ownership), the Parties will consult and agree as to future actions toward establishment of patent protection for the invention.

## ARTICLE 10. RELEASE OF GENERAL INFORMATION TO THE PUBLIC AND MEDIA

NASA or Forest Service may, consistent with Federal law and this Agreement, release general information regarding its own participation in this IAA as desired. Insofar as participation of the

other Party in this IAA is included in a public release, NASA and Forest Service will seek to consult with each other prior to any such release, consistent with the Parties' respective policies. 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 IAA will be disclosed, without redaction, in accordance with the NTAA.

**ARTICLE 11. TERM OF AGREEMENT**

This IAA 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 12. RIGHT TO TERMINATE**

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

**ARTICLE 13. 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" and related clauses shall survive such expiration or termination of this Agreement.

**ARTICLE 14. POINTS OF CONTACT**

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

**Principal NASA Contacts:**

<b>Management Contact</b>	<b>Technical Contact</b>
Robert LaSalvia Director Strategic Partnerships 300 E Street SW Washington, DC 20546 Phone: 216.433.8981 / 216.258.7879 Email: <a href="mailto:robert.f.lasalvia@nasa.gov">robert.f.lasalvia@nasa.gov</a>	Becky Kamas STEM on Station Activity Manager NASA Johnson Space Center 2101 NASA Parkway Houston, TX 77058 Phone: 832-551-4245 Email: <a href="mailto:becky.kamas@nasa.gov">becky.kamas@nasa.gov</a>

**Principal Forest Service Contacts:**

<b>Management Contact</b>	<b>Technical Contact</b>
Heidi McAllister 201 14th St SW Washington, DC 20250 Telephone: 202-205-1781 Email: <a href="mailto:heidi.mcallister@usda.gov">heidi.mcallister@usda.gov</a>	Lynne Sholty 5765 W Broadway Missoula, MT 59804 Telephone: 406-329-3843 Email: <a href="mailto:lynne.sholty@usda.gov">lynne.sholty@usda.gov</a>

**ARTICLE 15. DISPUTE RESOLUTION**

All disputes concerning questions of fact or law arising under this IAA shall be referred by the claimant in writing to the appropriate person identified in this IAA as the “Points of Contact.” The persons identified as the “Points of Contact” for NASA and Forest Service will consult and attempt to resolve all issues arising from the implementation of this IAA. If they are unable to come to agreement on any issue, the dispute will be referred to the signatories to this IAA, or their designees, for joint resolution after the Parties have separately documented in writing clear reasons for the dispute. As applicable, disputes will be resolved pursuant to The Department of the Treasury’s Intragovernmental Transaction Guide (Treasury Financial Manual, Vol. 1, Chapter 2, Part 4700, Appendix 10 (hereinafter, the “Intragovernmental Transaction Guide”)).

**ARTICLE 16. MODIFICATIONS**

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

**ARTICLE 17. APPLICABLE LAW**

U.S. Federal law governs this IAA for all purposes, including, but not limited to, determining the validity of the IAA, the meaning of its provisions, and the rights, obligations and remedies of the Parties.

**ARTICLE 18. LOAN OF GOVERNMENT PROPERTY**

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

ARTICLE 19. SIGNATORY AUTHORITY

Approved and authorized on behalf of each Party by:

**MICHAEL KINCAID** Digitally signed by MICHAEL KINCAID  
Date: 2021.06.17 10:39:44 -04'00'

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MICHAEL KINCAID  
Associate Administrator  
Office of STEM Engagement  
National Aeronautics and Space Administration

**JAE LITH HALL-RIVERA** Digitally signed by JAE LITH HALL-RIVERA  
Date: 2021.06.25 13:13:11 -04'00'

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JAE LITH HALL RIVEERA  
Acting Deputy Chief  
U.S. Forest Service, State & Private Forestry

The authority and format of this agreement has been reviewed and approved for signature.

**Lynne Sholty** Digitally signed by Lynne Sholty  
Date: 2021.06.25 10:42:40 -06'00'

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LYNNE SHOTLY  
Forest Service Grants & Agreements Specialist

Forest Service Agreement Number: 2I-IA-11123545-021