NONREIMBURSABLE SPACE ACT AGREEMENT
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
LYNDON B. JOHNSON SPACE CENTER
AND CYPRESS FAIRBANKS INDEPENDENT SCHOOL DISTRICT
FOR HIGH SCHOOL STUDENTS COLLABORATING WITH NASA TO PRODUCE HARDWARE OR OTHER USEFUL PRODUCTS UNDER THE HUNCH (HIGH SCHOOL STUDENTS UNITED WITH NASA TO CREATE HARDWARE) PROGRAM

## 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 CYPRESS FAIRBANKS INDEPENDENT SCHOOL DISTRICT located at 10300 Jones Road, Suite 664, Houston, TX 77065-4208 (hereinafter referred to as "Partner" or "CFISD"). NASA and Partner may be individually referred to as a "Party" and collectively referred to as the "Parties."

## ARTICLE 2. PURPOSE

The goal of the High School Students United with NASA to Create Hardware (HUNCH) Program is to inspire the next generation of explorers through hands-on projects for students. The Cypress Fairbanks Independent School District wishes to take part in the HUNCH Program and provide its students with the opportunity to create products that may be used by NASA JSC in furtherance of NASA Programs and Projects. One of the methods of learning supported by the HUNCH Program is Problem-Based Learning (PBL), which is a pedagogical strategy for posing significant, contextualized, real world situations, and providing resources, guidance, and instruction to learners as they develop content knowledge and problem solving skills. The HUNCH Program creates a new PBL tool for the Cypress Fairbanks Independent School District to use in fulfilling its objective of providing an interesting and challenging real-world educational experience by incorporating the study and fabrication of space program-related hardware and activities into the existing curriculum of the school. The purpose of the agreement is to facilitate collaboration between NASA and the Cypress Fairbanks Independent School District to develop projects that allow students the opportunity to learn and study realistic problems related to NASA's space flight program and to create hardware or other solutions for NASA's review and use, such as simulated space hardware (known as "mock-ups"), flight hardware, videos, webpages or other projects determined to be of interest to NASA.

The Cypress Fairbanks ISD may engage in three different types of activities as a project: 1) Build to print; 2) Implementation; 3) Design and Prototyping.

1) A "build to print" project is one in which NASA provides all the information. NASA has already developed and documented the project, and the Partner educates its students on how to fabricate what is documented. This activity could encompass the fabrication of hardware, soft-goods, or electronics, and may develop skills such as machining, welding, embroidering, or soldering. Students will develop and use their knowledge and skills on fabrication to build these projects.
2) An "Implementation" project requires more creativity on the part of the students that participate. Exemplary projects of implementation are designing and creating web pages or videos. Students will not only develop and use their knowledge and skills, but they will also have to use artistic creativity to make their projects appealing.
3) A "Design and Prototyping" project also requires more creativity on the part of the students that participate. The Partner educates its students to modify an existing project or design a new one. The purpose of this activity is to create a usable design and document that design with drawings. Students will not only develop and use their knowledge and skills in computer-aided design, but they will also apply creativity to develop new engineering concepts

## ARTICLE 3. RESPONSIBILITIES

A. NASA JSC will use reasonable efforts to:

1. Provide any necessary design drawings, descriptions, or other information needed to complete the project.
2. Provide consultation on a periodic basis to assist the students with their projects. Consultations will be provided on a time-available basis,
3. Provide raw materials and consumables required for the construction and fabrication of the product
4. Complete any required preparation or packaging of loaned equipment shipping from JSC.
5. Provide shipping and/or transportation of raw materials, partially completed deliverables, and finished deliverables between the locations of facilities of the Partner and JSC.
6. Consult with representatives of Partner to select new HUNCH projects, review reports on the status of on-going student HUNCH projects and participate with Partner in the process of acceptance of individual student HUNCH projects.
7. Loan equipment to Partner to support activities related to this Agreement, as described in Article 25, Loan of Government Equipment.

CFISD will use reasonable efforts to:

1. Select students having the skills needed to create and or fabricate a project.
2. Provide appropriate guidance to the selected students on quality, timeliness, and fidelity of workmanship.
3. Ensure the students selected to participate in the HUNCH Program are provided with safe working conditions and assignments.
4. Provide facilities, equipment, and tools needed to perform the student project.

5. Consult with representatives of NASA to select new student projects, report the status of on-going student HUNCH projects, and participate with NASA JSC in the process of acceptance of individual student projects.
6. Supervise all students of Partner engaged in the performance of activities related to this Agreement.

## ARTICLE 4. SCHEDULE AND MILESTONES

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

At the beginning of each school year, NASA will coordinate with participating teachers of the Partner to develop and document the school year program plan that defines the scope of the project(s) selected for the school year.

At the end of the first semester, NASA will collaborate with participating teachers of the Partner to review the progress of the project(s) and adjust the program plan (if needed) to enhance the experience of participating students.

At the end of each school year, NASA will host an event to recognize the accomplishments of the students that participated

## 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

1. 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,
2. 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 its 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. 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 logotype, 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 12. 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 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, including use of Interconnection Security Agreements (ISAs), when applicable.

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 the completion of all obligations of both Parties hereto, or five years from the Effective Date, whichever comes first.

## 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
Steven B. Ratcliff
HUNCH Program Specialist
Mail Stop: OZ4
2101 NASA Parkway
Houston, Texas 77058
Phone: 281-244-8482
Fax: 281-244-8292
steven.b.ratcliff@nasa.gov

CYPRESS FAIRBANKS
INDEPENDENT SCHOOL DISTRICT
Mark Williams
CFISD CATE Curriculum Coordinator
10300 Jones Road
Suite 664
Houston, TX 77065-4208
Phone: 281-897-4074
Fax: 281-897-4128
mark.williams@cfisd.net

## 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. INVESTIGATIONS OF MISHAPS AND CLOSE CALLS

In the case of a close call, mishap or mission failure, the Parties agree to provide assistance to each other in the conduct of any investigation. For all NASA mishaps or close calls, Partner agrees to comply with NPR 8621.1, "NASA Procedural Requirements for Mishap and Close Call Reporting, Investigating, and Recordkeeping" and JSC Procedural Requirements (JPR) 8621.1, "Johnson Space Center Mishap Response Plan".

## ARTICLE 22. MODIFICATIONS

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

ARTICLE 23. 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 24. 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 25. 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 26. LOAN OF GOVERNMENT PROPERTY

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

ARTICLE 27. 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

BY: _____
Joel R. Montalbano
Manager of International Space Station Program

DATE: 10 NOVEMBER 2021

CYPRESS FAIRBANKS INDEPENDENT SCHOOL DISTRICT

BY: _____
Mark Henry
CFISD Superintendent of Schools

DATE: 11/3/21